



"City of Choice"

City Council Meeting

6:30pm - 10:30pm

****Item 12F added**

Tuesday, February 11, 2025, 6:30 PM

Est. Duration: 3 hr

Council Chambers

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. Presentation of Awards/Recognitions

5A. Recognition of former Mayor Stosh Boyle as AACOG Man of the Year for 2024. (Mayor Allen)

6. Proclamations

6A. Proclamation for School Resource Officer Appreciation Day. (Chief Andres)

7. 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.

8. Consent Agenda - Consent Items (General Items)

(All items listed below are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Council member 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.)

8A. Approval of the minutes of the Regular City Council Meeting held on January 28, 2025.

9. Staff Update

9A. 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's, RFQ's, and RFB's *Old Town *Solid Waste Franchise
- c. Strategic Management Workshop

9B. Police Department

9C. Animal Services

10. Discussion/Action

10A. Discussion/Action on the use of the Multi-Event Center in 2026 for the Pow Wow. (Mayor Allen)

10B. Discussion/Action to authorize the City Manager to execute a contract with D&D Construction, Inc. in the amount of \$2,691,158.40 for the FY 25 Street Maintenance Package 1 (Green Valley Road #1, Green Valley Road #2, Deer Creek Blvd). (Mr. Gomez)

10C. Discussion/Action to authorize the City Manager to execute a work order with Raba Kitsner, Inc. in the amount of \$50,187.00 to provide material testing services for FY25 Street Maintenance Package 1. (Mr. Gomez)

10D. Discussion/Action to authorize the City Manager to execute a work order with Colliers Engineering & Design to provide construction project management services for FY25 CIP Projects (Green Valley #1, Green Valley #2, Deer Creek Blvd, Town Creek Road, Silver Wing, and Firebird Run) in the amount of \$250,000. (Mr. Gomez)

10E. Discussion/Action on existing Council Sub-Committees and direction to continue, dissolve, and/or reappoint. (Mr. Reed)

10F. Discussion/Action on updating the ordinance on the criteria required for the Planning & Zoning Commission. (Mayor Allen)

10G. Discussion/Action on the council's process to appoint members to the Charter Review Committee and the Capital Improvement Program (CIP) Committee. (Mayor Allen)

10H. Discussion/Presentation regarding the Public Engagement Plan for the Unified Development Code (UDC) Rewrite. (Mr. Spencer)

10I. Discussion/Action on a warming center in the City of Cibolo. (Councilwoman Sanchez-Stephens)

10J. Discussion/Action on hiring new legal counsel for City Attorney and authorizing the City Manager to negotiate terms as directed by council. (Councilwoman Sanchez-Stephens)

10K. Discussion/Action on the removal and termination of the current/existing legal services and agreements with Hyde Kelley LLP. (Councilwoman Sanchez-Stephens)

10L. Discussion/Action on Traffic Control Options on Green Valley Road near Schlather Intermediate School. (Mr. Huggins/Councilwoman Sanchez-Stephens)

10M. Discussion from Councilmembers who have attended seminars, events, or meetings. (Council)

10N. Discussion on items the City Council would like to see on future agendas. (Council)

10O. 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)

11. Ordinances

11A. Approval/Disapproval of an Ordinance authorizing the issuance of the City's Certificates of Obligation, Series 2025 in an amount not to exceed \$11,500,000; providing for the payment thereof by the levy of an Ad Valorem Tax and a Lien on the Pledge of Pledged Revenues; and other matters in connection therewith. (Ms. Miranda/Mr. Quiroga)

11B. Approval/Disapproval of an Ordinance authorizing the issuance of the City's General Obligation Bonds, Series 2025 in the approximate amount of \$2,000,000; providing for the payment thereof by the levy of an Ad Valorem Tax; and other matters in connection therewith. (Ms. Miranda/Mr. Quiroga)

11C. Approval/Disapproval of an Ordinance for a Conditional Use Permit request to allow Convenience Storage use for 3.93 acres out of a 12.7630 acre-tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARSON 12.7630 AC. (Mr. Spencer)

12. Executive Session

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

12A. Legal advice regarding the 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.

12B. Legal advice regarding litigation challenging certain actions by the Texas Commission on Law Enforcement.

12C. Legal proceeding regarding certain working conditions at the police department.

12D. Discussion regarding the performance and responsibilities of the City Manager, including responsiveness, compliance and adherence to the Council's motion/direction. (Councilwoman Sanchez-Stephens)

12E. Discussion on Mayor's delegation of authority. (Councilwoman Sanchez-Stephens)

12F. Receive legal advice regarding Attorney General Ruling OR2025-003949. (Mr. Hyde)

13. Open Session

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


14. Resolutions

14A. Approval/Disapproval of a Resolution determining a public necessity to acquire real property interests in certain properties and authorizing the acquisition of property rights by the exercise of the power of eminent domain for the Tolle Road Reconstruction Project ; authorizing the city attorney to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and regulations, specifically including Chapter 21 of the Texas Property Code; and finding and determining that the meeting at which this resolution is passed, by a record vote, is open to the public as required by law. (Mr. Reed/Mr. Hyde)

15. Adjournment

15A. 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 _____ 2025.

Name and Title

Date Posted: February 7, 2025



City Council Regular Meeting Staff Report

A. Proclamation for School Resource Officer Appreciation Day. (Chief Andres)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Proclamations Item: 6A.
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

[Annual National SRO Appreciation Day - Feb 15.pdf](#)



Proclamation designating February 15, 2025, as

School Resource Officer Appreciation Day

WHEREAS, The National Association of School Resource Officers (NASRO) is dedicated to making schools and children safer by providing the highest-quality training to school-based law enforcement officers;

WHEREAS, school resource officers (SROs) bridge gaps between youth and law enforcement and embrace a triad concept of school policing, serving in informal counseling, education, and law enforcement roles to support students and communities they serve; and

WHEREAS, by training law enforcement officers to counsel, educate, and protect school communities, the men and women of NASRO continuously lead by example and promote a positive image of law enforcement to school children and school communities; and

WHEREAS, SRO programs across the globe are founded as collaborative efforts by police agencies, law enforcement officers, educators, students, parents, and communities to create safe learning environments, provide valuable resources to school staff members, foster positive relationships with students and develop strategies to resolve problems that affect youth with the goal of protecting all children, so they can reach their fullest potential; and

WHEREAS, school resource officers are valuable and essential members of the education community and deserve unwavering respect and support from the public in the pursuit of keeping schools and students safe; and

NOW, THEREFORE, I, MARK ALLEN, MAYOR OF CIBOLO, TEXAS, on behalf of the Council, staff, and all citizens hereby proclaim February 15 as ***School Resource Officer Appreciation Day***, a special day to show appreciation for school-based law enforcement officers and encourage all citizens to show their gratitude with displays of support and personal messages.

IN TESTIMONY WHEREOF, I have signed my name officially and cause the Seal of the City of Cibolo to be affixed on this the 11th day of February 2025.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

A. Approval of the minutes of the Regular City Council Meeting held on January 28, 2025.

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8A.
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

[012825 Council Minutes.pdf](#)



CIBOLO CITY COUNCIL
CIBOLO MUNICIPAL BUILDING
200 S. Main
Cibolo, Texas 78108
January 28, 2025
6:30 p.m. to 11:30 p.m.

MINUTES

1. Call to Order – Meeting was called to order by Mayor Pro-Tem Roberts at 6:31p.m.
2. Roll Call and Excused Absences – Members Present: Councilman McGlothin, Councilman Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilwoman Roberts, and Councilman Hicks; Members Absent: Mayor Allen. Councilman McGlothin made the motion to excuse the absence of Mayor Allen. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 7 to 0.

3. Invocation – The Invocation was given by Councilman Mahoney.

4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.

5. Proclamation

A. Proclamation for Designating February 1, 2025 as Delta Sigma Theta Founders Day Celebration.

Councilman Mahoney read the Proclamation for Designating February 1, 2025 as Delta Sigma Theta Founders Day Celebration. The President of the Delta Sigma Organization thank the City Council. The members of the group came forward for pictures with the City Council.

B. Proclamation for the 76th Annual San Antonio Stock Show & Rodeo.

Councilman McGlothin read the Proclamation for the 76th Annual San Antonio Stock Show & Rodeo. The Chairman of the Agriculture Committee thanked the City Council for the opportunity to speak about what the committee did to help with scholarships for students in the AG Program at both Steele Hight School and Clemens High School. A picture of the group with the City Council was taken.

6. Citizens to be Heard

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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 at Citizens to be Heard: Debbie Ceera from the Miss Cibolo Organization gave a small introduction of the organization and its members. Ms. Merritt the current Miss Cibolo introduced Miss Freedom Ms. Nunn, and Little Miss Cibolo Ms. Cordova. She spoke on how organization represents the City of Cibolo in many different events in the city and in locate communities. Ms. Merritt also stated that the organization appreciated the City of Cibolo's sponsorship and hoped that they would be able to place it in their upcoming budget. Miss Freedom Ms. Nunn also spoke on the organization and how the pageant helps young woman to have more confidence in themselves. Ms. Weimer stated she was a member of the P&Z representing Place 1. She stated that the property on the agenda for a replat had a Conditional Use Permit (CUP). Ms. Weimer did not feel that all the information was being provided by the P&Z to the council on this property. Shis did state that the P&Z had voted to deny this request. Mr. Echols introduced himself and stated that he would have an item on the next agenda for consideration. He stated that the property is on FM 1103 and Old Wiederstein and he was asked to come back to the council with additional information. Mr. Echols did state that he had spoken with the neighbors, and they did not have a problem with the use of his property. Mr. Jeffords stated that he was in favor of the Little League agenda item as there is not enough things for young people to do in Cibolo at this time. He would like the council to approve this matter. Ms. Riddle sent an email to be read during this item. Ms. Riddle lives in Saratoga and want to raise a concern on a proposal to install barriers in front of Schlather Intermediate School. She stated that when barriers were up before it caused people to do unsafe, illegal U-turns further down the road on Green Valley, or they would come into Saratoga and do a U-turn. When coming into the neighbor its very unsafe for the children that are playing in there yards.

7. 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 January 14, 2025.
- B. Approval of the 2024 Quarterly Investment Report for quarter ending September 30, 2024.
- C. Approval of the September 2024 Check Register.
- D. Approval of the September 2024 Revenue & Expense Report pending final acceptance of the City's financial audit for the 23/24 fiscal year.
- E. Approval of the October 2024 Check Register.
- F. Approval of the October 2024 Revenue & Expense Report pending final acceptance of the City's financial audit for the 24/25 fiscal year.

Councilwoman Sanchez-Stephens would like to pull item 7A for further discussion. Councilwoman Sanchez-Stephens made the motion to approve item 7B through 7F. The motion was seconded by Councilman Mahoney. For: Councilman McGlothlin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilwoman D. Roberts; Against: Councilman Hicks. Councilwoman Sanchez-Stephens would like the wording on item 12 D to read to retain the committee we

currently have and keep it separate from the Planning & Zoning Commission. Item 12L to also add Councilwoman Sanchez-Stephens would like an item to discuss the intersection at Cibolo Valley Drive and Everyday Way. Councilman Mahoney would also like to add to item 5A that Councilman Benson was unable to attend the meeting. Councilwoman Sanchez-Stephens made the motion to approve item 7A with the corrections. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 7 to 0.

8. Staff Update

A. Administration.

a. Capital Improvement Program – Updates on Projects

Lower Seguin Road – Phase 1 & Phase 2 first lift completed and open to traffic. Phase 3 began December 2, 2024, the first lift of asphalt was placed on January 14, 2025 final lift will be scheduled as soon as weather permits.

Dean Road and Bolton Road – No new updates

Green Valley Road – Low Water Crossing Improvement – First lift of asphalt scheduled to be completed by December 23, 2024. The contractor is currently working on the guardrails. The drainage work has been completed. The final lift will be scheduled once the weather is favorable.

Animal Services Facility – Modular Building was delivered October 22, 2024 (Building is serviceable, waiting on stairs and ramp). The utilities, electrical, and internet are completed. The concrete slab for Portable Kennels should be completed by January 17, 2025. The fencing is completed, and the parking lot demo will begin on January 15, 2025. Site work should be completed by the end of January and portable kennels delivered by the week of February 3, 2025.

Public Safety Facility – No new update.

Haekerville Road and Town Creek Drainage – No new update.

FY25 Street Rehabilitation Package 1 – Bid opening was on December 12, 2025. This item will be on the January 28, 2025 City Council agenda.

FY25 Street Rehabilitation Package 2 – No new update.

Town Creek Trail – No new update.

Tolle Road – No new update.

FM 1103 Phase 1 and Phase II – Nothing significant to report.

b. RFP's, RFQ's, and RFB's

UDC Rewrite – Approved December 12, 2024.

Old Town – This will go to council in the next 2 to 4 weeks.

Solid Waste Franchise – This item is on tonight's agenda.

c. New Orientation – February 3, 2025

d. Strategy Management Workshop – We hope this workshop will be in March. The exact date not set at this time.

B. Fire Department – Report in the council packet.

9. Discussion/Action

A. Discussion/Action regarding the Preliminary Plat of Venado Crossing Unit 6 subdivision.

Councilwoman Sanchez-Stephens made the motion to approve the Preliminary Plat of Venado Crossing Unit 6 subdivision. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

- B. Discussion/Action on the purchase of a replacement Camera Truck and Equipment that was approved in the FY25 Budget.

This item was pulled from the agenda.

- C. Discussion/Action on the establishment of the Cibolo Little League with the assistance of the Little League Baseball Organization.

Councilman Hicks made the motion to bring a contract back on the establishment of the Cibolo Little League with the assistance of the Little League Baseball Organization. The motion was seconded by Councilman McGlothlin. For: All; Against: None. The motion carried 7 to 0.

- D. Discussion/Action on the Cibolo Senior Program and authorizing the City Manager to take action to sustain the program in FY25 with new costs not to exceed \$30,000.

Councilman Hicks made the motion to authorize the City Manager to take action to sustain the Cibolo Senior Program in FY25 with new costs not to exceed \$30,000. The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

- E. Discussion/Action on CVD and Everyday Way Intersection.

Councilwoman Sanchez-Stephens made the motion to authorize the City Manager to conduct a traffic warrant analysis study using fund balance at Cibolo Valley Drive and Everyday Way. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

- F. Discussion/Action to approve a Professional Service Agreement with Lionheart Places, LLC for the Old Town/Downtown Master Plan and authorizing the City Manager to execute the Agreement in the amount of One Hundred Sixty Thousand Dollars (\$160,000).

Councilwoman D. Roberts made the motion to table this item to a future agenda so staff could bring additional information. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

- G. Discussion/Action regarding the Replat of Legacy Traditional School (LTS) – Cibolo Valley subdivision.

Councilman Mahoney made the motion to approve the Replat of Legacy Traditional School (LTS) – Cibolo Valley subdivision. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

- H. Discussion/Action regarding the Final Acceptance of Public Infrastructure for Legacy Traditional School.

This item was discussed before item G. Councilman Hicks made the motion to approve the Final Acceptance of Public Infrastructure for Legacy Traditional School with the following public improvements. Water: 365 LF of 12” PVC, 2012 LF of 8” PVC with a total valuation of \$190,432.58, Street: 368 LF of Kove Ln, 301 LF of 6” sidewalk with a total valuation of \$123,592.20. Total Valuation of accepted Public Infrastructure Improvements dedicated to the City of Cibolo is \$314,024.78. The motion was seconded by Councilman Mahoney. For: Councilman McGlothlin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman D. Roberts, and Councilman Hicks; Against: Councilwoman Sanchez-Stephens. Motion carried 6 to 1.

I. Discussion/Action regarding the Final Acceptance of Public Infrastructure for Dutch Bros.

Councilman McGlothin made the motion to approve the Final Acceptance of Public Infrastructure for Dutch Bros. with the following public improvements. Water: 308 LF with a total valuation of \$55,306.70, Sanitary Sewer: 921 LF with a total valuation of \$124,517.61. The Total Valuation of accepted Public Infrastructure Improvements dedicated to the City of Cibolo is \$179,824.31. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 7 to 0.

J. Discussion/Action on the council seating at the dais.

Councilwoman Sanchez-Stephens stated that she was thankful that the seating on the dais was back to the original form and that the public would view the council from one to seven. In the future Councilwoman Sanchez-Stephens would like to see items like this be made by the full council and for the council to keep this in mind in the future.

K. Discussion/Action on Appointing Capital Improvements Advisory Committee Members or to appoint P&Z as the Capital Improvements Advisory Committee.

Mr. Reed briefed this item and stated that there was no action needed tonight he just what to give information. The council had the opportunity to speak on the item and give Mr. Reed feedback.

L. Discussion/Action on the procedure for re-appointing members to committees, commissions, boards, and corporations and forming an interview committee for re-appointments before going to council for final approval.

The council had a long discussion on this item. Each councilmember had the opportunity to express what they would like to see in the future. They all agreed that the council needs to get their policies updated. After a great discussion among the council, it was agreed by all of council that Councilwoman Sanchez-Stephens and Councilman McGlothin would take a look at the policies and bring it back to the full council with options. It was mentioned by the council that this will take some time and for now we just need to follow the policy we have as we still need to appoint individuals to a few new committees until a new policy is adopted.

M. Discussion/Action on use of the Multi-Event Center.

Councilwoman Sanchez-Stephens made the motion to have staff provide the current expenses for the Multi-Event Center, the cost of repair, a plan moving forward, and to pause the use of the field after giving a 30-day notice to current teams utilizing the field. The motion was seconded by Councilwoman Roberts. For: Councilman McGlothin, Councilman Roberts, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilwoman Roberts, and Councilman Hicks; Against: Councilman Mahoney. The motion carried 6 to 1.

M. Discussion/Presentation providing an update on Bond Proposition A (Animal Shelter) and Bond Proposition B (Public Safety Facility).

Mr. Huggins gave a presentation on Bond Proposition A (Animal Shelter) and Bond Proposition B (Public Safety Facility). He covered project costs, building requirements, fiscal impact in FY25 for both the Animal Shelter and the Public Safety Facility. The council had the opportunity to ask questions during the presentation. The council was good with the release of an RFQ for architectural services for the design of the Animal Shelter and the release of an Intent to Bid for construction services for the Public Safety Facility.

N. Discussion from Councilmembers who have attended seminars, events, or meetings.

Councilman Hicks stated that he attended an AAMPO meeting and Commissioners Court.

Councilwoman Roberts attended a webinar in Schertz on TML 89th Texas Legislature. She also completed a webinar for Newly Elected Officials. Councilwomen Roberts also did a tour of the city and is scheduled to attend the Orientation on Feb 3rd for newly Elected Officials at city hall. Councilwoman Sanchez-Stephens stated that she attended the webinar in Schertz that covered the 89th Texas Legislature updates from TML. She stated that they are working on a bus going to Austin for councilmembers to speak on many of the bills that are being proposed that will effect cities. Councilwoman Sanchez-Stephens also attend TML Ethics & Key Legal Requirements for Elected Officials along with a ribbon cutting for Just A Closet Self Storage. Councilwoman Cunningham attended the Animal Advisory Meeting. She also was a speaker at the Guadalupe County MLK banquet. Councilwoman Cunningham also was a volunteer at a Warming Center in San Antonio on January 19th during the freezing temperature event.

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

Councilwoman Cunningham would like the current PIA's we have and the status and what they are for. Councilwoman Sanchez-Stephens would like the Green Valley Road item back on the agenda from a previous meeting and also an item on warming centers for Cibolo.

- 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.

The City Secretary reminded the council on Ethics Training that it was scheduled for February 8th at 9:30 a.m. or February 27th at 6:30 p.m. The council was only required to attend one of the meetings.

10. Ordinances

- A. Approval/Disapproval of an Ordinance providing for the first budget amendment for fiscal year 2024-2025.

Councilwoman Cunningham made the motion to approve an Ordinance providing for the first budget amendment for fiscal year 2024-2025. The motion was seconded by Councilman Mahoney. For: Councilman McGlothin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilwoman D. Robert; Against: Councilman Hicks. The motion carried 6 to 1.

- B. Approval/Disapproval of an Ordinance to repeal and replace Cibolo Code of Ordinances Chapter 14, Article IV. Substandard Building Regulations.

Councilman Hicks made the motion to approve an Ordinance to repeal and replace Cibolo Code of Ordinances Chapter 14, Article IV. Substandard Building Regulations. The motion was seconded by Councilman McGlothin. For: All; Against: None. The motion carried 7 to 0.

Councilwoman Cunningham left the meeting at 10:41 p.m.

11. Executive Session

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

- A. Tolle Road Acquisition.

The council convened into Executive Session to discuss the above item at 10:50 p.m.

12. 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 Open Session at 11:29 p.m. No action taken.

13. Adjournment

Councilman Hicks made the motion to adjourn the meeting at 11:29 p.m. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 6 to 0.

PASSED AND APPROVED THIS 11TH DAY OF FEBRUARY 2025.

Mark Allen
Mayor

ATTEST

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

B. Police Department

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Staff Update Item: 9B.
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 Jan 1-15, 2025.pdf](#)

[CPD Report Call Summary Jan 16-31, 2025.pdf](#)

[1.2025.pdf](#)

Cibolo Police Department

Report Call Summary

January 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	25-00030	Monday, January 6, 2025	9700	IH - 10 W EB
ACCIDENT, HIT & RUN	25-00081	Wednesday, January 15, 2025	13300	IH-10
ACCIDENT, HIT & RUN	25-00045	Friday, January 10, 2025	0	MAGNOLIA CREEK
ACCIDENT, HIT & RUN	25-00025	Sunday, January 5, 2025	200	RAMSDALE WAY
ACCIDENT, HIT & RUN	25-00012	Friday, January 3, 2025	500	STONEBROOK DRIVE
5 ACCIDENT, HIT & RUN				
ASSAULT				
ASSAULT	25-00002	Wednesday, January 1, 2025	100	BAY WILLOW
ASSAULT	25-00019	Sunday, January 5, 2025	200	BROAD OAK
ASSAULT	25-00035	Tuesday, January 7, 2025	200	MATTHEW ST
ASSAULT	25-00009	Thursday, January 2, 2025	100	ROYAL TROON DRIVE
ASSAULT	25-00073	Tuesday, January 14, 2025	500	THISTLE CREEK DRIVE
5 ASSAULT				
ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	25-00061	Monday, January 13, 2025	300	BORGFELD ROAD WEST
ASSAULT, BODILY INJURY	25-00069	Tuesday, January 14, 2025	100	HIDDEN FAWN
ASSAULT, BODILY INJURY	25-00051	Saturday, January 11, 2025	300	JACQUELINE
3 ASSAULT, BODILY INJURY				
ASSAULT, SEXUAL				
ASSAULT, SEXUAL	25-00007	Thursday, January 2, 2025	600	CIBOLO VALLEY DRIVE
ASSAULT, SEXUAL	25-00063	Monday, January 13, 2025	100	WELDING WAY
2 ASSAULT, SEXUAL				
ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	25-00043	Thursday, January 9, 2025	100	GATEWOOD MIST
ASSIST, OUTSIDE AGENCY	25-00054	Sunday, January 12, 2025	8700	IH-10 WEST
2 ASSIST, OUTSIDE AGENCY				
BURGLARY, BUILDING				
BURGLARY, BUILDING	25-00026	Monday, January 6, 2025	500	COTORRA SPRINGS
BURGLARY, BUILDING	25-00062	Monday, January 13, 2025	500	COWBOY HEIGHTS
BURGLARY, BUILDING	25-00067	Tuesday, January 14, 2025	500	FOXSBROOK
BURGLARY, BUILDING	25-00018	Saturday, January 4, 2025	12400	IH 10 W
4 BURGLARY, BUILDING				
BURGLARY, HABITATION				

Cibola Police Department

Report Call Summary

January 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
BURGLARY, HABITATION	25-00076	Tuesday, January 14, 2025	10500	IH 10 WEST
1 BURGLARY, HABITATION				
BURGLARY, VEHICLE				
BURGLARY, VEHICLE	25-00052	Saturday, January 11, 2025	400	EAGLE FLIGHT
BURGLARY, VEHICLE	25-00016	Saturday, January 4, 2025	200	GATEWOOD FALLS
BURGLARY, VEHICLE	25-00023	Sunday, January 5, 2025	400	LANDMARK FALLS
BURGLARY, VEHICLE	25-00050	Saturday, January 11, 2025	300	WILLOW LOOP
4 BURGLARY, VEHICLE				
CHILD PROTECTIVE SERVICES REFER				
CHILD PROTECTIVE SERVICES REFERRAL	25-00078	Wednesday, January 15, 2025	500	THISTLE CREEK DRIVE
1 CHILD PROTECTIVE SERVICES REFERRAL				
CITY CODE VIO (ANIMAL @ LARGE)				
CITY CODE VIO (ANIMAL @ LARGE)	25-00039	Thursday, January 2, 2025	300	SUNROSE LN
1 CITY CODE VIO (ANIMAL @ LARGE)				
CITY CODE VIO (OBST/DUMP CITY STR				
CITY CODE VIO (OBST/DUMP CITY STREET)	25-00017	Wednesday, January 15, 2025	400	COUNTRY LANE
1 CITY CODE VIO (OBST/DUMP CITY STREET)				
CIVIL INFORMATION				
CIVIL INFORMATION	25-00037	Wednesday, January 8, 2025	700	FM 1103
CIVIL INFORMATION	25-00024	Sunday, January 5, 2025	300	PARK HEIGHTS
2 CIVIL INFORMATION				
CRIMINAL MISCHIEF				
CRIMINAL MISCHIEF	25-00027	Monday, January 6, 2025	500	COTORRA SPRINGS
CRIMINAL MISCHIEF	25-00029	Monday, January 6, 2025	700	MULE DEER GROVE
2 CRIMINAL MISCHIEF				
DEADLY CONDUCT				
DEADLY CONDUCT	25-00048	Friday, January 10, 2025	100	BENTWOOD PASS
1 DEADLY CONDUCT				
DEATH INVESTIGATION				
DEATH INVESTIGATION	25-00046	Friday, January 10, 2025	100	RATTLESNAKE WAY

Cibolo Police Department

Report Call Summary

January 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
1 DEATH INVESTIGATION				
DISORDERLY CONDUCT				
DISORDERLY CONDUCT	25-00032	Tuesday, January 7, 2025	300	BORGFELD ROAD WEST
1 DISORDERLY CONDUCT				
DISTURBANCE, FAMILY				
DISTURBANCE, FAMILY	25-00053	Saturday, January 11, 2025	300	HINSDALE RUN
DISTURBANCE, FAMILY	25-00010	Thursday, January 2, 2025	200	N WILLOW WAY
DISTURBANCE, FAMILY	25-00044	Thursday, January 9, 2025	200	PRAIRIE VISTA
DISTURBANCE, FAMILY	25-00005	Thursday, January 2, 2025	500	ROUNDUP WAY
DISTURBANCE, FAMILY	25-00014	Friday, January 3, 2025	200	WILLOW RUN
DISTURBANCE, FAMILY	25-00049	Saturday, January 11, 2025	100	WILLOW RUN
6 DISTURBANCE, FAMILY				
DRIVE WHILE LIC INVALID				
DRIVE WHILE LIC INVALID	25-00017	Saturday, January 4, 2025	200	FRITZ WAY
1 DRIVE WHILE LIC INVALID				
DRUG VIOLATION				
DRUG VIOLATION	25-00072	Tuesday, January 14, 2025	200	TOLLE ROAD
1 DRUG VIOLATION				
EMERGENCY DETENTION				
EMERGENCY DETENTION	25-00015	Saturday, January 4, 2025	500	CANTERBURY HILL
EMERGENCY DETENTION	25-00074	Tuesday, January 14, 2025	1300	FM 1103
EMERGENCY DETENTION	25-00075	Tuesday, January 14, 2025	500	FM 78
EMERGENCY DETENTION	25-00004	Thursday, January 2, 2025	200	LANDMARK
EMERGENCY DETENTION	25-00040	Wednesday, January 8, 2025	900	LASERRA
EMERGENCY DETENTION	25-00034	Tuesday, January 7, 2025	100	ROBIN DRIVE
EMERGENCY DETENTION	25-00058	Sunday, January 12, 2025	100	WEEPING WILLOW
7 EMERGENCY DETENTION				
EVADING ARREST				
EVADING ARREST	25-00064	Monday, January 13, 2025	100	BLK FM 78 W
1 EVADING ARREST				
FRAUD				
FRAUD	25-00013	Friday, January 3, 2025	600	FM 1103
FRAUD	25-00028	Monday, January 6, 2025	500	N MAIN STREET

1/28/2025

Cibolo Police Department

Report Call Summary

January 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
<hr/>				
2 FRAUD				
<hr/>				
HARASSMENT, TELEPHONE				
HARASSMENT, TELEPHONE	25-00031	Sunday, January 5, 2025	400	WESTMONT
<hr/>				
1 HARASSMENT, TELEPHONE				
<hr/>				
HOSPICE				
HOSPICE	25-00068	Tuesday, January 14, 2025	100	CARMEL DRIVE
HOSPICE	25-00059	Sunday, January 12, 2025	200	CRYSTAL VALLEY
HOSPICE	25-00065	Tuesday, January 14, 2025	800	EVERYDAY WAY
HOSPICE	25-00020	Sunday, January 5, 2025	800	EVERYDAY WAY
HOSPICE	25-00071	Tuesday, January 14, 2025	600	SADDLEHORN
<hr/>				
5 HOSPICE				
<hr/>				
IMPOUND, ABANDONED				
IMPOUND, ABANDONED	25-00001	Wednesday, January 1, 2025	100	COY LANE
IMPOUND, ABANDONED	25-00080	Wednesday, January 15, 2025	13700	IH-10 W
<hr/>				
2 IMPOUND, ABANDONED				
<hr/>				
MINOR IN POSSESSION OF TOBACCO P				
MINOR IN POSSESSION OF TOBACCO P	25-00088	Wednesday, January 8, 2025	1300	FM 1103
<hr/>				
1 MINOR IN POSSESSION OF TOBACCO PROI				
<hr/>				
PROPERTY, FOUND				
PROPERTY, FOUND	25-00011	Friday, January 3, 2025	100	LOOP 539
<hr/>				
1 PROPERTY, FOUND				
<hr/>				
PROTECTIVE ORDER VIOLATION				
PROTECTIVE ORDER VIOLATION	25-00006	Thursday, January 2, 2025	400	WESTMONT
<hr/>				
1 PROTECTIVE ORDER VIOLATION				
<hr/>				
RUNAWAY/MISSING				
RUNAWAY/MISSING	25-00003	Wednesday, January 1, 2025	400	SADDLE ORCHARD
<hr/>				
1 RUNAWAY/MISSING				
<hr/>				
SUICIDE				
SUICIDE	25-00036	Wednesday, January 8, 2025	100	STILL BROOK LN
<hr/>				
1 SUICIDE				
<hr/>				

1/28/2025

Cibolo Police Department

Report Call Summary

January 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
THEFT				
THEFT	25-00066	Tuesday, January 14, 2025	100	CIBOLO
THEFT	25-00008	Thursday, January 2, 2025	1300	FM 1103
THEFT	25-00021	Sunday, January 5, 2025	500	SADDLE VISTA
THEFT	25-00047	Friday, January 10, 2025	200	WILLOW CREST
<hr/>				
4 THEFT				
<hr/>				
UNAUTHORIZED USE MOTOR VEHICLE				
UNAUTHORIZED USE MOTOR VEHICLE	25-00070	Tuesday, January 14, 2025	1500	FM 1103
<hr/>				
1 UNAUTHORIZED USE MOTOR VEHICLE				
<hr/>				
WARRANT SERVICE				
WARRANT SERVICE	25-00055	Sunday, January 12, 2025	700	BLK FM 78 W
<hr/>				
1 WARRANT SERVICE				
<hr/>				
WELFARE CONCERN				
WELFARE CONCERN	25-00057	Sunday, January 12, 2025	600	FM 78
<hr/>				
1 WELFARE CONCERN				
<hr/>				
Grand Total:	74			

Cibolo Police Department

Report Call Summary

January 16-31, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, FLEET				
ACCIDENT, FLEET	25-00139	Tuesday, January 28, 2025	1100	FM 1103
1 ACCIDENT, FLEET				
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	25-00114	Thursday, January 23, 2025	300	CATTLE RUN
ACCIDENT, HIT & RUN	25-00137	Tuesday, January 28, 2025	100	GATEWOOD CLIFF
ACCIDENT, HIT & RUN	25-00178	Friday, January 31, 2025	13700	IH 10 W
ACCIDENT, HIT & RUN	25-00148	Tuesday, January 28, 2025	8700	IH-10W
4 ACCIDENT, HIT & RUN				
ASSAULT				
ASSAULT	25-00131	Sunday, January 26, 2025	100	CARNOUSTY DRIVE
ASSAULT	25-00117	Friday, January 24, 2025	200	CORDERO DRIVE
ASSAULT	25-00171	Friday, January 31, 2025	400	LANDMARK GATE
ASSAULT	25-00134	Sunday, January 26, 2025	400	SADDLEHORN WAY
ASSAULT	25-00090	Friday, January 17, 2025	100	SIOUX CIRCLE
ASSAULT	25-00108	Wednesday, January 22, 2025	500	W SCHLATHER STREET
6 ASSAULT				
ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	25-00149	Wednesday, January 29, 2025	600	SADDLE HOUSE
1 ASSAULT, BODILY INJURY				
ASSAULT, INTIMIDATION				
ASSAULT, INTIMIDATION	25-00153	Wednesday, January 29, 2025	1300	FM 1103
1 ASSAULT, INTIMIDATION				
ASSAULT, SEXUAL				
ASSAULT, SEXUAL	25-00079	Thursday, January 16, 2025	200	CLYDESDALE
ASSAULT, SEXUAL	25-00141	Tuesday, January 28, 2025	400	LANDMARK GATE
ASSAULT, SEXUAL	25-00041	Monday, January 27, 2025	300	SHADY MEADOWS
ASSAULT, SEXUAL	25-00042	Monday, January 27, 2025	300	VALIANT VALLEY
4 ASSAULT, SEXUAL				
ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	25-00105	Wednesday, January 22, 2025	3900	ARROYO DEL SOL
ASSIST, OUTSIDE AGENCY	25-00111	Thursday, January 23, 2025	2400	HARKWOOD 23953
ASSIST, OUTSIDE AGENCY	25-00166	Friday, January 31, 2025	IH 35 N	

Cibolo Police Department

Report Call Summary

January 16-31, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
3 ASSIST, OUTSIDE AGENCY				
BURGLARY, HABITATION				
BURGLARY, HABITATION	25-00115	Thursday, January 23, 2025	300	PRICKLY PEAR
1 BURGLARY, HABITATION				
CHILD PROTECTIVE SERVICES REFERI				
CHILD PROTECTIVE SERVICES REFERRAL	25-00109	Wednesday, January 22, 2025	100	COMANCHE
CHILD PROTECTIVE SERVICES REFERRAL	25-00109	Friday, January 24, 2025	4000	GREEN VALLEY ROAD
2 CHILD PROTECTIVE SERVICES REFERRAI				
CIVIL INFORMATION				
CIVIL INFORMATION	25-00083	Thursday, January 16, 2025	1300	FM 1103
1 CIVIL INFORMATION				
CREDIT CARD ABUSE				
CREDIT CARD ABUSE	25-00096	Sunday, January 19, 2025	200	JADE
1 CREDIT CARD ABUSE				
CRIMINAL MISCHIEF				
CRIMINAL MISCHIEF	25-00088	Friday, January 17, 2025	1900	FM 1103
CRIMINAL MISCHIEF	25-00089	Friday, January 17, 2025	1900	FM 1103
CRIMINAL MISCHIEF	25-00133	Sunday, January 26, 2025	18100	IH 35 N
CRIMINAL MISCHIEF	25-00121	Friday, January 24, 2025	300	SHADY MEADOWS
CRIMINAL MISCHIEF	25-00167	Friday, January 31, 2025	100	WILLOW WOOD
5 CRIMINAL MISCHIEF				
DISORDERLY CONDUCT				
DISORDERLY CONDUCT	25-00158	Thursday, January 30, 2025	300	BORGFELD ROAD WEST
DISORDERLY CONDUCT	25-00156	Wednesday, January 29, 2025	300	BORGFELD ROAD WEST
DISORDERLY CONDUCT	25-00140	Tuesday, January 28, 2025	1300	FM 1103
3 DISORDERLY CONDUCT				
DISTURBANCE, FAMILY				
DISTURBANCE, FAMILY	25-00165	Thursday, January 30, 2025	300	BUCKBOARD LANE
DISTURBANCE, FAMILY	25-00163	Thursday, January 30, 2025	100	FALLING SUN
DISTURBANCE, FAMILY	25-00092	Saturday, January 18, 2025	800	GOLDEN SHORE
DISTURBANCE, FAMILY	25-00099	Tuesday, January 21, 2025	300	JACQUELINE
DISTURBANCE, FAMILY	25-00138	Tuesday, January 28, 2025	200	WILLOW CREST

Cibolo Police Department

Report Call Summary

January 16-31, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
5 DISTURBANCE, FAMILY				
DRIVE WHILE LIC INVALID				
DRIVE WHILE LIC INVALID	25-00116	Friday, January 24, 2025	1200	FM 1103
1 DRIVE WHILE LIC INVALID				
DRUG VIOLATION				
DRUG VIOLATION	25-00086	Friday, January 17, 2025	300	BORGFELD ROAD WEST
DRUG VIOLATION	25-00087	Friday, January 17, 2025	300	BORGFELD ROAD WEST
DRUG VIOLATION	25-00144	Tuesday, January 28, 2025	1300	FM 1103
DRUG VIOLATION	25-00142	Tuesday, January 28, 2025	1300	FM 1103
DRUG VIOLATION	25-00169	Friday, January 31, 2025	1300	FM 1103
DRUG VIOLATION	25-00170	Friday, January 31, 2025	1300	FM 1103
6 DRUG VIOLATION				
EMERGENCY DETENTION				
EMERGENCY DETENTION	25-00157	Wednesday, January 29, 2025	600	BISON LANE
EMERGENCY DETENTION	25-00094	Sunday, January 19, 2025	200	HINGE LOOP
EMERGENCY DETENTION	25-00095	Sunday, January 19, 2025	300	IRWIN WAY
EMERGENCY DETENTION	25-00128	Saturday, January 25, 2025	200	MATTHEW STREET
EMERGENCY DETENTION	25-00100	Tuesday, January 21, 2025	100	WEEPING WILLOW
5 EMERGENCY DETENTION				
FRAUD				
FRAUD	25-00160	Thursday, January 30, 2025	700	COUNTRY LN
FRAUD	25-00120	Friday, January 24, 2025	100	KAYLEE CHASE
FRAUD	25-00147	Tuesday, January 28, 2025	400	QUARTER MARE
3 FRAUD				
HARASSMENT, TELEPHONE				
HARASSMENT, TELEPHONE	25-00162	Thursday, January 30, 2025	100	NORTH MAIN
HARASSMENT, TELEPHONE	25-00113	Thursday, January 23, 2025	500	SCHLATHER
HARASSMENT, TELEPHONE	25-00150	Wednesday, January 29, 2025	400	WESTMONT
3 HARASSMENT, TELEPHONE				
HOSPICE				
HOSPICE	25-00091	Saturday, January 18, 2025	400	BROOK SHADOW
HOSPICE	25-00106	Wednesday, January 22, 2025	800	EVERYDAY WAY
HOSPICE	25-00127	Saturday, January 25, 2025	800	EVERYDAY WAY
HOSPICE	25-00164	Thursday, January 30, 2025	800	EVERYDAY WAY

Cibolo Police Department

Report Call Summary

January 16-31, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
HOSPICE	25-00135	Monday, January 27, 2025	500	FAWNDALE PT
HOSPICE	25-00146	Tuesday, January 28, 2025	2300	FM 3009
HOSPICE	25-00130	Sunday, January 26, 2025	100	NORTHVIEW CIR
HOSPICE	25-00124	Saturday, January 25, 2025	500	SADDLE GLEN
HOSPICE	25-00123	Friday, January 24, 2025	800	STADLER COVE
9 HOSPICE				
INJURY TO A CHILD				
INJURY TO A CHILD	25-00173	Thursday, January 23, 2025	100	DYLES
1 INJURY TO A CHILD				
INTOXICATED, DRIVING WHILE				
INTOXICATED, DRIVING WHILE	25-00126	Saturday, January 25, 2025	200	CIBOLO VALLEY DR.
INTOXICATED, DRIVING WHILE	25-00098	Monday, January 20, 2025	100	GREEN BROOK PLACE
2 INTOXICATED, DRIVING WHILE				
MINOR IN POSSESSION				
MINOR IN POSSESSION	25-00161	Thursday, January 30, 2025	2900	CIBOLO VALLEY DRIVE
1 MINOR IN POSSESSION				
MINOR IN POSSESSION OF TOBACCO P				
MINOR IN POSSESSION OF TOBACCO P	25-00186	Tuesday, January 28, 2025	4800	CIBOLO VALLEY
1 MINOR IN POSSESSION OF TOBACCO PROI				
PORNOGRAPHY				
PORNOGRAPHY	25-00082	Thursday, January 16, 2025	100	SPRINGTREE PARKWAY
1 PORNOGRAPHY				
PROPERTY, DAMAGE TO CITY				
PROPERTY, DAMAGE TO CITY	25-00104	Tuesday, January 21, 2025	100	CIBOLO DR
1 PROPERTY, DAMAGE TO CITY				
PROPERTY, DAMAGED				
PROPERTY, DAMAGED	25-00172	Friday, January 31, 2025	700	FM 1103
1 PROPERTY, DAMAGED				
PROTECTIVE ORDER VIOLATION				
PROTECTIVE ORDER VIOLATION	25-00125	Saturday, January 25, 2025	100	GRAVEL GRAY

Cibolo Police Department

Report Call Summary

January 16-31, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
1 PROTECTIVE ORDER VIOLATION				
SUSPICIOUS, SITUATION				
SUSPICIOUS, SITUATION	25-00122	Friday, January 24, 2025	100	SPICE OAK LANE
1 SUSPICIOUS, SITUATION				
TERRORISTIC THREAT				
TERRORISTIC THREAT	25-00112	Thursday, January 23, 2025	300	BORGFELD ROAD WEST
TERRORISTIC THREAT	25-00154	Wednesday, January 29, 2025	300	BUCKBOARD LANE
TERRORISTIC THREAT	25-00159	Thursday, January 30, 2025	200	ELAINE S SCHLATHER
TERRORISTIC THREAT	25-00155	Wednesday, January 29, 2025	1300	FM 1103
TERRORISTIC THREAT	25-00175	Friday, January 31, 2025	4000	GREEN VALLEY RD
TERRORISTIC THREAT	25-00152	Wednesday, January 29, 2025	500	THISTLE CREEK DRIVE
6 TERRORISTIC THREAT				
THEFT				
THEFT	25-00102	Tuesday, January 21, 2025	400	CANTON CHASE
THEFT	25-00101	Tuesday, January 21, 2025	100	DRYDEN HILLS
THEFT	25-00103	Tuesday, January 21, 2025	200	FILLMORE FALLS
THEFT	25-00084	Thursday, January 16, 2025	1300	FM 1103
THEFT	25-00097	Sunday, January 19, 2025	200	FM 1103
THEFT	25-00118	Friday, January 24, 2025	800	NOR-TEX DRIVE
6 THEFT				
WARRANT SERVICE				
WARRANT SERVICE	25-00132	Sunday, January 26, 2025	1100	FM 1103
WARRANT SERVICE	25-00129	Sunday, January 26, 2025	500	LILAC SHOALS
WARRANT SERVICE	25-00145	Tuesday, January 28, 2025	100	SKY HARBOR
WARRANT SERVICE	25-00110	Thursday, January 23, 2025	200	WEIL
4 WARRANT SERVICE				
WEAPON, UNLAWFUL CARRYING				
WEAPON, UNLAWFUL CARRYING	25-00093	Sunday, January 19, 2025	1200	DEER CREEK BLVD
1 WEAPON, UNLAWFUL CARRYING				
Grand Total:			92	

**CIBOLO
ANIMAL SERVICES**

MONTHLY REPORT

January 2025

TOTALS

INTAKES

Return/Owner Surrender	4
Seized/Custody	1
Stray	36
Transfer in	6
Wildlife In	5
TOTAL	52

OUTCOMES

Adoption	25
Missing	0
Died in Shelter/upon arrival	8
Return to Owner	12
Transfer Out	2
Euthanasia	2 (behavior)
Wildlife Out	1
TOTAL	50

Transfer Out - Locations

Wildlife Rescue	0
Live Oak AC	0
Kirby Animal Services	2
Gods Dogs	0
The Animal Defense League	0
TOTAL	2

BITE CASES	2
Currently in Foster	2

TOTAL NEW LICENSES ISSUED	0 (Does not count renewals)
VOLUNTEER HOURS	78.5
LIVE RELEASE RATE FOR NOV.	96%





City Council Regular Meeting Staff Report

B. Discussion/Action to authorize the City Manager to execute a contract with D&D Construction, Inc. in the amount of \$2,691,158.40 for the FY 25 Street Maintenance Package 1 (Green Valley Road #1, Green Valley Road #2, Deer Creek Blvd). (Mr. Gomez)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Discussion/Action Item: 10B.
From	
Julio Gomez, CIP Manager	
Staff Contact(s)	
Julio Gomez,	

PRIOR CITY COUNCIL ACTION:

During the May 28, 2024 City Council meeting, City Council approved the acceleration of the remaining 6 Road Projects in the 5-yr CIP Program.

City Council approved the FY25 budget during the August 19, 2024 City Council meeting. On October 29, 2024 City Council approved a resolution establishing the City's intent to reimburse itself with these bonds for capital expenditures incurred prior to the debt issuance.

BACKGROUND:

City staff held the bid opening for the first of two (2) road packages on December 12, 2024. The package received three (3) bids with D&D Construction, Inc., being the lowest responsible bidder.

The package includes an Add Alternate to upgrade all ADA ramps on Deer Creek Boulevard within the project scope to current ADA requirements.

The bid costs for the reconstruction of the three roads to include the add alternate are under the engineers estimate and are in line with the projected costs outlined in the FY 25 budget.

Road Project	Base Bid	Add Alt	Total Bid
<u>Green Valley Road</u> (From Green Valley Loop to Cibolo Valley Drive)	\$556,286.45		\$556,286.45
<u>Green Valley Road</u> (From Dean Road to Westmont)	\$417,523.44		\$417,523.44
<u>Deer Creek Blvd</u> (From Cordero Drive to Falling Sun)	\$1,601,101.48	\$116,247.04	\$1,717,348.52
Total Bid:	\$2,574,911.36	\$116,247.04	\$2,691,158.40

STAFF RECOMMENDATION:

City Staff recommends that City Council allow the City Manager to execute a contract with D&D Contractors, Inc., for the base bid and add alternate in the amount of TWO MILLION, SIX HUNDRED NINETY-ONE THOUSAND, ONE HUNDRED FIFTY-EIGHT DOLLARS AND FORTY CENTS (\$2,691,158.40)

FINANCIAL IMPACT:

This project will be funded with the FY 2025 Certificate of Obligation Bonds.

Attachments

[FY25 STREET REHAB PACKAGE 1 BID TAB.pdf](#)

[FY25 STREET REHAB PKG 1 RECOMMENDATION LETTER.pdf](#)

				D&D Contractors, Inc.	H. L. Zumwalt Construction, Inc.	TEXAS MATERIALS GROUP			
Base Bid				\$2,574,911.36		\$4,072,435.50		\$2,735,440.20	
Add Alt				\$116,247		\$170,780		\$103,259	
Total Cost				\$2,691,158.40		\$4,243,215.50		\$2,838,699.40	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
COSA 100.1	MOBILIZATION	LS	1	\$ 115,674.76	\$ 115,674.76	\$ 100,000.00	\$ 100,000.00	\$ 280,000.00	\$ 280,000.00
COSA 100.2	BONDS AND INSURANCE	LS	1	\$ 37,516.14	\$ 37,516.14	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00
COSA 103.1	REMOVING CONCRETE CURB AND GUTTER	LF	531	\$ 14.71	\$ 7,811.01	\$ 22.50	\$ 11,947.50	\$ 7.20	\$ 3,823.20
COSA 104.1	STREET EXCAVATION	CY	2995	\$ 42.98	\$ 128,725.10	\$ 50.00	\$ 149,750.00	\$ 48.50	\$ 145,257.50
COSA 108.1	LIME TREATED SUBGRADE (10 IN COMPACTED DEPTH)	SY	14076	\$ 15.39	\$ 216,629.64	\$ 75.00	\$ 1,055,700.00	\$ 20.15	\$ 283,631.40
COSA 200.1	FLEXIBLE BASE (8" THICK) TY A GRADE 1-2	CY	5990	\$ 43.01	\$ 257,629.90	\$ 80.00	\$ 479,200.00	\$ 67.50	\$ 404,325.00
COSA 203.1	TACK COAT	GAL	1573	\$ 3.88	\$ 6,103.24	\$ 10.00	\$ 15,730.00	\$ 3.60	\$ 5,662.80
COSA 205.2A	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 5 INCHES, TYPE B	SY	26999	\$ 36.01	\$ 972,233.99	\$ 48.00	\$ 1,295,952.00	\$ 29.00	\$ 782,971.00
COSA 205.3A	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE C	SY	26213	\$ 14.26	\$ 373,797.38	\$ 15.00	\$ 393,195.00	\$ 11.75	\$ 308,002.75
COSA 234.1	GEOGRID BASE REINFORCEMENT (TENSAR TX-5 OR SIMILAR P	SY	5990	\$ 7.92	\$ 47,440.80	\$ 10.00	\$ 59,900.00	\$ 4.00	\$ 23,960.00
COSA 250.1	SEAL COAT	SY	12923	\$ 5.00	\$ 64,615.00	\$ 2.50	\$ 32,307.50	\$ 2.50	\$ 32,307.50
COSA 500.4	CONCRETE CURB AND GUTTER	LF	531	\$ 38.60	\$ 20,496.60	\$ 75.00	\$ 39,825.00	\$ 51.50	\$ 27,346.50
COSA 502.3A	CURB RAMP (SINGLE DIRECTION)	EA	3	\$ 1,939.73	\$ 5,819.19	\$ 3,750.00	\$ 11,250.00	\$ 2,215.00	\$ 6,645.00
COSA 502.3B	CURB RAMP (DUAL DIRECTION)	EA	1	\$ 3,056.43	\$ 3,056.43	\$ 4,200.00	\$ 4,200.00	\$ 3,350.00	\$ 3,350.00
COSA 515.1	TOPSOIL	CY	20	\$ 75.48	\$ 1,509.60	\$ 225.00	\$ 4,500.00	\$ 77.25	\$ 1,545.00
COSA 516.1	SODDING	SY	177	\$ 15.96	\$ 2,824.92	\$ 60.00	\$ 10,620.00	\$ 18.55	\$ 3,283.35
COSA 530	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	\$ 8,465.41	\$ 42,327.05	\$ 5,000.00	\$ 25,000.00	\$ 16,500.00	\$ 82,500.00
COSA 535.1	PAVEMENT MARKING PAINT (REFLECTORIZED), 6 IN - SOLID Y	LF	7424	\$ 3.44	\$ 25,538.56	\$ 3.75	\$ 27,840.00	\$ 2.06	\$ 15,293.44
COSA 535.7	HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS, 24 IN	LF	356	\$ 18.76	\$ 6,678.56	\$ 3.75	\$ 1,335.00	\$ 15.45	\$ 5,500.20
COSA 535.12	WORD "ONLY"	EA	1	\$ 437.69	\$ 437.69	\$ 2,250.00	\$ 2,250.00	\$ 387.00	\$ 387.00
COSA 535.24	WHITE ARROW (LEFT/RIGHT/STRAIGHT)	EA	1	\$ 437.69	\$ 437.69	\$ 975.00	\$ 975.00	\$ 397.00	\$ 397.00
COSA 536.2	HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS, 6 IN -	LF	3456	\$ 3.44	\$ 11,888.64	\$ 3.00	\$ 10,368.00	\$ 2.06	\$ 7,119.36
COSA 537.6	PAVEMENT MARKER (TYPE I-C)	EA	10	\$ 18.76	\$ 187.60	\$ 7.50	\$ 75.00	\$ 7.20	\$ 72.00
COSA 537.8	PAVEMENT MARKERS (TYPE II-A-A)	EA	99	\$ 12.51	\$ 1,238.49	\$ 21.00	\$ 2,079.00	\$ 7.20	\$ 712.80
COCCD-869-0	PROJECT SIGN	EA	6	\$ 1,125.49	\$ 6,752.94	\$ 750.00	\$ 4,500.00	\$ 875.00	\$ 5,250.00
SAWS 851	ADJUSTING EXISTING MANHOLES	EA	4	\$ 2,349.86	\$ 9,399.44	\$ 1,500.00	\$ 6,000.00	\$ 900.00	\$ 3,600.00
TXDOT 105-6	REMOVE STAB BASE AND ASPH PAV (2")(SURFACE MILLING)	SY	26021	\$ 2.25	\$ 58,547.25	\$ 2.50	\$ 65,052.50	\$ 3.15	\$ 81,966.15
TXDOT 105-X	REMOVING BASE (5")	SY	26999	\$ 4.50	\$ 121,495.50	\$ 6.00	\$ 161,994.00	\$ 6.50	\$ 175,493.50
TXDOT 3085-	UNDERSEAL COURSE (TACKLESS TACK)	GAL	2815	\$ 6.25	\$ 17,593.75	\$ 6.00	\$ 16,890.00	\$ 3.85	\$ 10,837.75
TXDOT 6001-	PORTABLE CHANGEABLE MESSAGE SIGN	WK	6	\$ 1,750.75	\$ 10,504.50	\$ 1,500.00	\$ 9,000.00	\$ 700.00	\$ 4,200.00
ALTERNATIVE BID NO. 1 - DEER CREEK (9)									
COSA 103.1	REMOVING CONCRETE CURB AND GUTTER	LF	112	\$ 8.60	\$ 963.20	\$ 30.00	\$ 3,360.00	\$ 7.20	\$ 806.40
COSA 103.3	REMOVE SIDEWALKS	SY	168	\$ 18.16	\$ 3,050.88	\$ 37.50	\$ 6,300.00	\$ 46.35	\$ 7,786.80
COSA 500.4	CONCRETE CURB AND GUTTER	LF	112	\$ 38.60	\$ 4,323.20	\$ 37.50	\$ 4,200.00	\$ 57.70	\$ 6,462.40
COSA 502.1	CONCRETE SIDEWALKS	SY	10	\$ 217.97	\$ 2,179.70	\$ 30.00	\$ 300.00	\$ 105.00	\$ 1,050.00
COSA 502.3A	CURB RAMP (SINGLE DIRECTION)	EA	36	\$ 2,494.93	\$ 89,817.48	\$ 3,750.00	\$ 135,000.00	\$ 2,010.00	\$ 72,360.00
COSA 502.3B	CURB RAMP (DUAL DIRECTION)	EA	4	\$ 3,252.13	\$ 13,008.52	\$ 4,200.00	\$ 16,800.00	\$ 2,935.00	\$ 11,740.00
COSA 515.1	TOPSOIL	CY	4	\$ 151.48	\$ 605.92	\$ 225.00	\$ 900.00	\$ 82.40	\$ 329.60
COSA 516.1	SODDING	SY	32	\$ 19.06	\$ 609.92	\$ 60.00	\$ 1,920.00	\$ 25.75	\$ 824.00
TXDOT 6044-	RELOC SMALL RDSD SIGN SUPT & ASSEM	EA	2	\$ 844.11	\$ 1,688.22	\$ 1,000.00	\$ 2,000.00	\$ 950.00	\$ 1,900.00



January 17, 2025

Mr. Julio Gomez, MBA
City of Cibolo – CIP Manager
200 South Main, Cibolo, TX 78108

Re: Recommendation of Award for **FY2025 Street Reconstruction Package 1**

Dear Mr. Gomez,

Lockwood, Andrews & Newnam, Inc. (LAN) has completed our review of the unit prices of the competitive sealed bid proposals for the construction of the referenced project. The bidding process followed the schedule outlined below with official opening of proposals by the City at 2:30 PM on December 12, 2024.

Bid Advertisement	November 12, 2024
Pre-bid Meeting	November 19, 2024
Bid Opening	December 12, 2024

Three proposals were received containing information reflecting the offeror’s proposed price, relevant experience, and financial capability. Below is a listing of the contractors’ bid on this contract and their total bids:

Bidder	Bidder’s Address	Sub-total Base Bid	Sub-total Alternative Bid No. 1	Total Bid Amount
D&D Contractors, Inc	Cibolo, TX	\$2,574,911.36	\$116,247.04	\$2,691,158.40
Texas Materials Group	Cedar Park, TX	\$2,735,440.20	\$103,259.20	\$2,838,699.40
H.L Zumwalt Construction, Inc.	Mico, TX	\$4,072,435.50	\$170,780.00	\$4,243,215.50

A tabulation of the bids is provided in Attachment A. The lowest responsive bidder for this contract is D&D Contractors, Inc (D&D) with a total bid amount of \$2,691,158.40 which is 17% below the responsive contractors' bid proposal average. D&D is based in Cibolo, Texas, and has successfully completed projects of a similar nature within the City of Cibolo and the surrounding area.

Based on the solicitation requirements set forth by this low bid contract, LAN's assessment was strictly limited to the analysis of the bid prices presented. Factors such as project experience, resource capabilities, and reference checks were not included in LAN's evaluation. Nevertheless, the City of Cibolo has conducted a thorough review of these elements and confirmed that there are no issues with the documents submitted.

LAN recommends that the construction contract be awarded to D&D Contractors, Inc in the amount of \$2,691,158.40

Please review this information and feel free to contact me at (210) 321-4327 or by email at EMAlvarez@lan-inc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Elaiza Alvarez', is positioned above the printed name.

Elaiza Alvarez, PE

Senior Associate, Municipal Team Leader

Cc: Leili Samuelson, Procurement Specialist, City of Cibolo
Samir Matta, Vice President, Business Group Director, LAN

Attachment:
A – Bid Tabulation

Attachment A - Bid Tabulation

ITEM	DESCRIPTION	D&D Contractors, Inc.			H. L. Zumwalt Construction, Inc.			Texas Materials Group					
		UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
BASE BID ITEMS													
CSA	100.1 MOBILIZATION	LS	1	\$115,674.76	\$115,674.76	LS	1	\$100,000.00	\$100,000.00	LS	1	\$280,000.00	\$280,000.00
CSA	100.2 BONDS AND INSURANCE	LS	1	\$37,516.14	\$37,516.14	LS	1	\$75,000.00	\$75,000.00	LS	1	\$30,000.00	\$30,000.00
CSA	103.1 REMOVING CONCRETE CURB AND GUTTER	LF	531	\$14.71	\$7,811.01	LF	531	\$22.50	\$11,947.50	LF	531	\$7.20	\$3,823.20
CSA	104.1 STREET EXCAVATION	CY	2995	\$42.98	\$128,725.10	CY	2995	\$50	\$149,750.00	CY	2995	\$48.50	\$145,257.50
CSA	108.1 LIME TREATED SUBGRADE (LO IN COMPACTED DEPTH)	SY	14076	\$15.39	\$216,629.64	SY	14076	\$75	\$1,055,700.00	SY	14076	\$20.15	\$283,631.40
CSA	200.1 FLEXIBLE BASE (8" THICK) TY A GRADE 1-2	CY	5990	\$43.01	\$257,629.90	CY	5990	\$80	\$479,200.00	CY	5990	\$67.50	\$404,325.00
CSA	203.1 TACK COAT	GAL	1573	\$3.88	\$6,103.24	GAL	1573	\$10	\$15,730.00	GAL	1573	\$5.60	\$8,815.20
CSA	205.2 HOT MIX ASPHALTIC CONCRETE PAVEMENT, 5 INCHES, TYPE B, PG 64-22	SY	26999	\$36.01	\$972,233.99	SY	26999	\$48	\$1,295,952.00	SY	26999	\$29	\$782,971.00
CSA	205.3 HOT MIX ASPHALTIC CONCRETE PAVEMENT, 2 INCHES, TYPE C, PG 70-20, SAC B	SY	26213	\$14.26	\$373,797.38	SY	26213	\$15	\$393,195.00	SY	26213	\$11.75	\$308,002.75
CSA	234.1 GEGRID BASE REINFORCEMENT (TENSAR TX-5 OR SIMILAR PRODUCT)	SY	5990	\$7.92	\$47,440.80	SY	5990	\$10	\$59,900.00	SY	5990	\$4	\$23,960.00
CSA	500 CONCRETE CURB AND GUTTER	SY	12923	\$5	\$64,615.00	SY	12923	\$2.50	\$32,307.50	SY	12923	\$2.50	\$32,307.50
CSA	502.3A CURB RAMP (SINGLE DIRECTION)	EA	3	\$1,939.73	\$5,819.19	EA	3	\$3,750.00	\$11,250.00	EA	3	\$2,215.00	\$6,645.00
CSA	502.3B CURB RAMP (DUAL DIRECTION)	EA	1	\$3,056.43	\$3,056.43	EA	1	\$4,200.00	\$4,200.00	EA	1	\$3,350.00	\$3,350.00
CSA	515.1 TOPSOIL	CY	20	\$75.48	\$1,509.60	CY	20	\$2.25	\$4,500.00	CY	20	\$77.25	\$1,545.00
CSA	516.1 SODDING	MO	5	\$8,465.41	\$42,327.05	MO	5	\$60	\$300,000.00	MO	5	\$18.55	\$92,775.00
CSA	503 BARRICADES, SIGNS AND TRAFFIC HANDLING	LF	7424	\$3.44	\$25,538.56	LF	7424	\$3.75	\$27,840.00	LF	7424	\$2.06	\$15,293.44
CSA	535.1 PAVEMENT MARKING PAINT (REFLECTORIZED), 6 IN - SOLID YELLOW	LF	356	\$18.76	\$6,678.56	LF	356	\$13.35	\$4,750.00	LF	356	\$15.45	\$5,500.20
CSA	535.12 WORD "ONLY"	EA	1	\$437.69	\$437.69	EA	1	\$975	\$975.00	EA	1	\$387	\$387.00
CSA	535.24 WHITE ARROW (LEFT/RIGHT/STRAIGHT)	EA	3456	\$3.44	\$11,888.64	EA	3456	\$7.50	\$25,920.00	EA	3456	\$2.06	\$7,119.36
CSA	536.2 HOT APPLIED THERMOPLASTIC PAVEMENT MARKINGS, 6 IN - SOLID WHITE	EA	99	\$12.51	\$1,238.49	EA	99	\$21	\$2,079.00	EA	99	\$7.20	\$712.80
CSA	537.6 PAVEMENT MARKER (TYPE LC)	EA	6	\$2,449.86	\$14,699.16	EA	6	\$750	\$4,500.00	EA	6	\$875	\$5,250.00
CSA	537.8 PAVEMENT MARKERS (TYPE II-A-A)	EA	4	\$2,449.86	\$9,799.44	EA	4	\$1,500.00	\$6,000.00	EA	4	\$900	\$3,600.00
COC	DD-869-01 PROJECT SIGN	SY	26021	\$2.25	\$58,547.25	SY	26021	\$2.50	\$65,052.50	SY	26021	\$3.15	\$81,966.15
SAVS	851 ADJUSTING EXISTING MANHOLES	SY	26999	\$4.50	\$121,495.50	SY	26999	\$6	\$161,994.00	SY	26999	\$6.50	\$175,483.50
XROOT	105-6002 REMOVE STAB BASE AND ASPH PAV (2") (SURFACE MILLING)	GAL	2815	\$6.25	\$17,593.75	GAL	2815	\$6	\$16,890.00	GAL	2815	\$3.85	\$10,837.75
XROOT	3085-6001 UNDERSEAL COURSE (TACKLESS TACK)	WK	6	\$1,750.75	\$10,504.50	WK	6	\$1,500.00	\$9,000.00	WK	6	\$700	\$4,200.00
XROOT	6001-6002 PORTABLE CHANGEABLE MESSAGE SIGN												
SUB-TOTAL BASE:				\$2,574,911.36	SUB-TOTAL BASE:	\$4,072,435.50	SUB-TOTAL BASE:	\$2,735,400.20					
ALTERNATIVE BID NO. 1 - DEER CREEK (0)													
CSA	103.1 REMOVING CONCRETE CURB AND GUTTER	LF	112	\$8.60	\$963.20	LF	112	\$30	\$3,360.00	LF	112	\$7.20	\$806.40
CSA	103.3 REMOVE SIDEWALKS	SY	168	\$18.16	\$3,050.88	SY	168	\$37.50	\$6,300.00	SY	168	\$46.55	\$7,788.60
CSA	500.4 CONCRETE CURB AND GUTTER	LF	112	\$38.60	\$4,323.20	LF	112	\$37.50	\$4,200.00	LF	112	\$57.70	\$6,462.40
CSA	502.1 CONCRETE SIDEWALKS	SY	10	\$217.97	\$2,179.70	SY	10	\$30	\$300.00	SY	10	\$105	\$1,050.00
CSA	502.3A CURB RAMP (SINGLE DIRECTION)	EA	36	\$2,494.93	\$89,817.48	EA	36	\$3,750.00	\$135,000.00	EA	36	\$2,010.00	\$72,360.00
CSA	502.3B CURB RAMP (DUAL DIRECTION)	EA	4	\$3,252.13	\$13,008.52	EA	4	\$4,200.00	\$16,800.00	EA	4	\$2,935.00	\$11,740.00
CSA	515.1 TOPSOIL	CY	4	\$131.48	\$525.92	CY	4	\$80	\$320.00	CY	4	\$82.40	\$329.60
CSA	516.1 SODDING	MO	2	\$19.06	\$38.12	MO	2	\$60	\$120.00	MO	2	\$25.75	\$51.50
XROOT	1604-6002 PREC SMALL RSDD SIGN SUPT & ASSEM	EA	7	\$844.11	\$5,908.77	EA	7	\$1,000.00	\$7,000.00	EA	7	\$950	\$6,645.00
SUB-TOTAL BASE ALTERNATIVE BID NO. 1:				\$116,247.04	SUB-TOTAL BASE ALTERNATIVE BID NO. 1:	\$170,780.00	SUB-TOTAL BASE ALTERNATIVE BID NO. 1:	\$108,299.20					
SUB-TOTAL BASE BID ITEMS				\$ 2,574,911.36	SUB-TOTAL BASE BID ITEMS	\$4,072,435.50	SUB-TOTAL BASE BID ITEMS	\$2,735,400.20					
SUB-TOTAL ALTERNATIVE BID NO. 1				\$ 116,247.04	SUB-TOTAL ALTERNATIVE BID NO. 1	\$170,780.00	SUB-TOTAL ALTERNATIVE BID NO. 1	\$108,299.20					
TOTAL ROLL-UP BID				\$ 2,691,158.40	TOTAL ROLL-UP BID	\$4,243,215.50	TOTAL ROLL-UP BID	\$2,843,699.40					

Legend: Lowest Bid



City Council Regular Meeting Staff Report

C. Discussion/Action to authorize the City Manager to execute a work order with Raba Kitsner, Inc. in the amount of \$50,187.00 to provide material testing services for FY25 Street Maintenance Package 1. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Discussion/Action Item: 10C.
From	
Julio Gomez, CIP Manager	

PRIOR CITY COUNCIL ACTION:

The City of Cibolo approved a Master Services Agreement with Raba Kistner, Inc. in March 2024 to perform a material testing services following the approval of a work order.

BACKGROUND:

This work order with Raba Kistner, Inc., in the amount of \$50,187.00, will provide material services for FY25 Street Maintenance Package 1 (Green Valley #1, Green Valley #2, and Deer Creek Blvd).

The cost for material testing of the three roads is in line with the projected cost outlined in the FY 25 budget.

STAFF RECOMMENDATION:

Staff recommends the approval of this work order with Raba Kistner, Inc. to provide material testing services for FY25 Street Maintenance Package 1.

FINANCIAL IMPACT:

This work order will be funded with the FY 2025 Certificate of Obligation Bonds.

FINANCIAL IMPACT:

I move to authorize the city manager to execute a work order with Raba Kitsner, Inc. in the amount of \$50,187.00 to provide material testing services for FY25 Street Maintenance Package 1.

Attachments

[Raba Kistner_FY25 Street Reconstruction Package 1.pdf](#)

[ATTACHMENT B_Raba Kitsner.pdf](#)

Proposal No. PND25-002-00
January 28, 2025



Raba Kistner, Inc.
1913 Post Road, Suite 645
New Braunfels, TX 78130
www.rkci.com

P 830.214.0544
F 830.214.0627
F-3257

Mr. Julio Gomez
City of Cibolo
108 Cibolo Drive
Cibolo, Texas 78108

**RE: Construction Materials Observation and Testing Services
FY25 Street Reconstruction Package 1 – Deer Creek Blvd and Green Valley Road 1 and 2
Cibolo, Texas**

Dear Mr. Gomez:

Raba Kistner, Inc. (RK) is pleased to submit this proposal to provide Construction Materials Observation and Testing Services for the FY25 Street Reconstruction Package 1 project.

Our opinion of the probable fee for services for this project is **\$50,187.00**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized and requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a summary total of services rendered for each service category.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the Standard Form of Agreement – Master Professional Services, On-Call Geotechnical & Materials Testing Services-Contract # 24-160-14-C, executed on May 10, 2024, and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Fee Structure and Standard Charges
II	Fee Estimate Breakdown
III	Report Distribution List

Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein.

Proposal No. PND25-002-00
January 28, 2025

Very truly yours,

RABA KISTNER, INC.



R. Blake Wright, PE
Associate

RBW/ajj

Attachments

Accepted By: _____
(Signature)

(Typed or Printed Name)

(Title)

(Date)

ATTACHMET 1 - FEE STRUCTURE AND STANDARD CHARGES

Proposed Materials and Observation Services for
**FY25 Street Reconstruction Package 1 – Deer Creek Blvd and Green Valley Road 1 and 2
Cibolo, Texas**

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (Round Trip).....	1.0 Hour(s)
Vehicle Travel Charge.....	\$ 29.00/Trip

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Overtime charges will be assessed after eight (8) continuous hours of services rendered on the project. Overtime charges will also be assessed for any engineering and/or technical services provided on Saturday, Sunday, and/or Holidays.
4. A minimum 4.0 hours will be billed per visit to the project site for Certified Welding Inspectors. A minimum of 2.0 hours will be billed per visit to the project site for all other technicians.
5. RK will utilize the on-site initial field curing facilities provided by the contractor. The Fee of providing and maintaining these initial curing facilities is not included in our proposal.

Project Name: FY25 Street Reconstruction Package 1 (Deer Creek Blvd)

Proposal No.: PND25-002-00

Client: City of Cibolo

Prepared By: DB

Client Contact: Mr. Julio Gomez

Revised Date: 1/28/2025

Client Email: jgomez@cibolotx.gov

TESTING/OBSERVATION ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL	SUBTOTAL
SOILS					
Laboratory Testing					
Preparation Time	4	hour	\$ 62.00	\$ 248.00	
Moisture Density Relationship, TxDOT or ASTM	4	each	\$ 374.00	\$ 1,496.00	
Lime Series Curve	1	each	\$ 494.00	\$ 494.00	
Atterberg Limits	4	each	\$ 99.00	\$ 396.00	
Sieve Analysis	4	each	\$ 99.00	\$ 396.00	
Field Testing/Observation					
Nuclear Density Gauge Rental	13	trip	\$ 113.00	\$ 1,469.00	
Field Gradation	2	each	\$ 103.00	\$ 206.00	
Materials Technician	39	hour	\$ 62.00	\$ 2,418.00	
Materials Technician (overtime)	0	hour	\$ 87.00	\$ -	
Vehicle Travel Charge	13	trip	\$ 29.00	\$ 377.00	
					\$ 7,500.00
CONCRETE					
Laboratory Testing					
Concrete Compressive Strength Cylinders	10	each	\$ 23.00	\$ 230.00	
Field Testing/Observation					
Materials Technician	12	hour	\$ 62.00	\$ 744.00	
Materials Technician (overtime)	0	hour	\$ 87.00	\$ -	
Vehicle Travel Charge	4	trip	\$ 29.00	\$ 116.00	
Concrete Sample Pick up	4	hour	\$ 62.00	\$ 248.00	
					\$ 1,338.00
ASPHALT					
Laboratory Testing					
Bag Sample (Burn, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	14	each	\$ 563.00	\$ 7,882.00	
Density of Asphalt Cores	18	each	\$ 170.00	\$ 3,060.00	
Field Testing/Observation					
Materials Technician	56	hour	\$ 62.00	\$ 3,472.00	
Materials Technician (overtime)		hour	\$ 87.00	\$ -	
Vehicle Travel Charge	14	trip	\$ 29.00	\$ 406.00	
Coring Rig Rental	9	trip	\$ 170.00	\$ 1,530.00	
Nuclear Density Gauge Rental	14	trip	\$ 113.00	\$ 1,582.00	
					\$ 17,932.00
PROJECT ADMINISTRATION					
Principal					
Senior Project Manager	1	hour	\$ 201.00	\$ 201.00	
Project Manager	12	hour	\$ 161.00	\$ 1,932.00	
Project Engineer (P.E.)	5	hour	\$ 192.00	\$ 960.00	
EIT		hour	\$ 161.00	\$ -	
Admin and Project Set up	2	hour	\$ 78.00	\$ 156.00	
Vehicle Trip Charge	2	trip	\$ 29.00	\$ 58.00	
Project Completion Letter	1	each	\$ 192.00	\$ 192.00	
					\$ 3,499.00
			Fee Subtotal \$		30,269.00
			TOTAL ESTIMATED FEE \$		30,269.00

Proposal No. PND25-002-00
 January 28, 2025

Attachment II

Project Name: FY25 Street Reconstruction Package 1 (Green Valley Road 1)
 Proposal No.: PND25-002-01 Client: City of Cibola
 Prepared By: DB Client Contact: Mr. Julio Gomez
 Revised Date: 1/28/2025 Client Email: jgomez@cibolotx.gov

TESTING/OBSERVATION ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL	SUBTOTAL
ASPHALT					
Laboratory Testing					
Bag Sample (Burn, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	7	each	\$ 586.00	\$ 4,102.00	
Density of Asphalt Cores	14	each	\$ 170.00	\$ 2,380.00	
Field Testing/Observation					
Materials Technician	28	hour	\$ 62.00	\$ 1,736.00	
Materials Technician (overtime)		hour	\$ 87.00	\$ -	
Vehicle Travel Charge	7	trip	\$ 29.00	\$ 203.00	
Coring Rig Rental	7	trip	\$ 170.00	\$ 1,190.00	
Nuclear Density Gauge Rental	7	trip	\$ 113.00	\$ 791.00	
					\$ 10,402.00
PROJECT ADMINISTRATION					
Principal	1	hour	\$ 201.00	\$ 201.00	
Senior Project Manager		hour	\$ 196.00	\$ -	
Project Manager	4	hour	\$ 161.00	\$ 644.00	
Project Engineer (P.E.)	2	hour	\$ 192.00	\$ 384.00	
EIT		hour	\$ 161.00	\$ -	
Admin and Project Set up	2	hour	\$ 78.00	\$ 156.00	
Vehicle Trip Charge	1	trip	\$ 29.00	\$ 29.00	
Project Completion Letter	1	each	\$ 192.00	\$ 192.00	
					\$ 1,606.00
			Fee Subtotal \$		12,008.00
			TOTAL ESTIMATED FEE \$		12,008.00

Proposal No. PND25-002-00
 January 28, 2025

Attachment II

Project Name: FY25 Street Reconstruction Package 1 (Green Valley Road 2)	
Proposal No.: PND25-002-02	Client: City of Cibolo
Prepared By: DB	Client Contact: Mr. Julio Gomez
Revised Date: 1/28/2025	Client Email: jgomez@cibolotx.gov

TESTING/OBSERVATION ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL	SUBTOTAL
ASPHALT					
Laboratory Testing					
Bag Sample (Burn, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	5	each	\$ 563.00	\$ 2,815.00	
Density of Asphalt Cores	10	each	\$ 170.00	\$ 1,700.00	
Field Testing/Observation					
Materials Technician	20	hour	\$ 62.00	\$ 1,240.00	
Materials Technician (overtime)		hour	\$ 87.00	\$ -	
Vehicle Travel Charge	5	trip	\$ 29.00	\$ 145.00	
Coring Rig Rental		trip	\$ 170.00	\$ -	
Nuclear Density Gauge Rental	5	trip	\$ 113.00	\$ 565.00	
					\$ 6,465.00
PROJECT ADMINISTRATION					
Principal	1	hour	\$ 201.00	\$ 201.00	
Senior Project Manager		hour	\$ 196.00	\$ -	
Project Manager	3	hour	\$ 161.00	\$ 483.00	
Project Engineer (P.E.)	2	hour	\$ 192.00	\$ 384.00	
EIT		hour	\$ 161.00	\$ -	
Admin and Project Set up	2	hour	\$ 78.00	\$ 156.00	
Vehicle Trip Charge	1	trip	\$ 29.00	\$ 29.00	
Project Completion Letter	1	each	\$ 192.00	\$ 192.00	
					\$ 1,445.00
			Fee Subtotal \$		7,910.00
Technical Review and Administrative Fee					
			TOTAL ESTIMATED FEE \$		7,910.00

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. 24-160-14-C , between the City and Consultant effective February 11 , 2025.

Work Order Date: February 11

CONSULTANT: Raba Kistner, Inc.

Consultant Project Manager: Amy J Jimenez

City Point of Contact: Julio Gomez

Type of Compensation: Fee for Service

Compensation: \$50,187.00

Description of Services: On-Call Material Testing Services

Deliverables: See Attached.

Schedule Requirements:

Commence Services: February 11, 2025

Completion of Services: December 31, 2025

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

By: _____

Name: Wayne Reed

Title: City Manager

By:  _____

Name: Amy J Jimenez

Title: Project Manager



City Council Regular Meeting Staff Report

D. Discussion/Action to authorize the City Manager to execute a work order with Colliers Engineering & Design to provide construction project management services for FY25 CIP Projects (Green Valley #1, Green Valley #2, Deer Creek Blvd, Town Creek Road, Silver Wing, and Firebird Run) in the amount of \$250,000. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Discussion/Action Item: 10D.
From	
Julio Gomez, CIP Manager	

PRIOR CITY COUNCIL ACTION:

The City of Cibolo approved a Master Services Agreement with Colliers Engineering in December 2023 to perform a variety of engineering services following the approval of a work order.

During the May 2024 City Council meeting, City Council approved the acceleration of the remaining 6 Road Projects in the 5-yr CIP Program.

City Council approved the FY25 budget during the August 19, 2024 City Council meeting. On October 29, 2024 City Council approved a resolution establishing the City's intent to reimburse itself with these bonds for capital expenditures incurred prior to the debt issuance.

BACKGROUND:

During the May 2024 City Council meeting City Staff expressed the need for adequate Project Management support for project oversight. The cost for these services was provided to City Council during the May 2024 City Council meeting in the total project cost of the FY25 CIP Street Projects .

The cost for the construction project management of the six (6) roads is under the projected total cost estimate and are in line with the projected costs outlined in the FY25 budget.

STAFF RECOMMENDATION:

City Staff recommends allowing the City Manager to execute a work order with Colliers Engineering & Design in the amount of TWO-HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000)

FINANCIAL IMPACT:

This work order will be funded with the FY 2025 Certificate of Obligation Bonds.

Attachments

[ATTACHMENT B_Colliers.pdf](#)

[CED_CIP Project Management.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. 24-160-09-A , between the City and Consultant effective February 11 , 2025.

Work Order Date: February 11

CONSULTANT: Colliers Engineering

Consultant Project Manager: Chris Otto

City Point of Contact: Julio Gomez

Type of Compensation: Hourly Compensation

Compensation: \$250,000.00

Description of Services: Construction Project Management

Deliverables: See Attached.

Schedule Requirements:

Commence Services: February 11, 2025

Completion of Services: December 31, 2025

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

By: _____

Name: Wayne Reed

Title: City Manager

By:  _____

Name: Chris Otto

Title: Regional Discipline Lead

January 22, 2025

City of Cibolo
Attn.: Julio Gomez, MBA
CIP Manager – Public Works Department
200 S. Main Street
Cibolo, Texas 78108

Proposal for Professional Services
2025 CIP Project Management
Proposal No.: CIBC0010P

Dear Mr. Gomez,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide 2025 CIP project management professional services to Public Works Department in the City of Cibolo, Texas.

This proposal is divided into two sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

Task 1.0 Construction Project Management

We will perform the following tasks as part of the construction administration for the project:

- Coordinate and attend a project pre-construction meeting, prepare meeting minutes and the Notice to Proceed;
- Provide minor plan changes, discussions and/or negotiations with authoritative agencies based upon actual field conditions;
- Provide site visits at a frequency necessary to ensure Contractor's compliance with the Contract Documents;
- Provide photographs of work in progress;

- Review shop drawings provided by the Contractor and/or provide engineering redesign if needed to adapt to actual field conditions;
- Review and monitor the construction schedule provided by the Contractor. Coordinate progress meetings as necessary with all stakeholders;
- Prepare regular progress reports;
- Maintain copies of all files related to this project including, but not limited to, all correspondence, permits, Requests for Information, shop drawings/reviews, design modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc.
- Project Closeout, including punchlists, final submittals, project certifications, etc.; and,
- Prepare change orders and invoice review.

Coordination with the contractor’s schedule will ensure that construction is receiving the necessary attention during all phases of construction. In addition, Colliers Engineering & Design will review and approve all payment vouchers submitted by the Contractor before they are presented to the municipality for payment. As the project approaches completion, the Contractor will also be presented with a detailed punch-list of the items requiring repair and/or correction.

Please note that Colliers Engineering & Design accepts no responsibility for construction methodology utilized by the contractors and sub-contractors, including worker health and safety issues.

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Task 1.0 Construction Project Management (Allowance Not to Exceed)	\$ 250,000.00
Hourly	\$ 250,000.00

Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Any items and/or scope not specifically listed in the proposal.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your

review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section II, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.



Christopher Otto, PE. CFM
Regional Discipline Lead - Municipal

as

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City Council Regular Meeting Staff Report

E. Discussion/Action on existing Council Sub-Committees and direction to continue, dissolve, and/or reappoint. (Mr. Reed)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Discussion/Action Item: 10E.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

Over the past few years, the City Council has created sub-committees to support the City Council in advancing its interests and/or advancing a project. The past practice has not included a clear purpose statement, a term limit (end date or event), and rotation of the members to the sub-committees. Therefore, the sub-committees listed below do include former Council members, which Council will need to appoint new members should the City Council desire to continue one or more of the sub-committees.

At the present time the Cibolo City Council has five (5) sub-committees:

- **CIP:** Councilman Hicks, Councilman Benson, and Mayor Allen
- **Ordinance:** Councilwoman Cunningham, Councilman Benson, and Councilman Roberts.
- **Planning & Zoning:** Councilman Hicks, Councilman Benson, and Councilman Mahoney
- **Niemietz Park (Land Swap):** Councilman Hetzel, Council Roberts and Councilwoman Cunningham.
- **Green Valley SUD:** Mayor Allen, Councilman Hetzel and Councilman Roberts

BACKGROUND:

The Council sub-committees are an important part of how Council governs as a policy making body. The City Council needs to decide which of the existing sub-committees it wants to continue in an official capacity. Things to consider:

- Purpose. Does the sub-committee have a clear (defined) mission and scope?
- Terms. What is the duration of the appointments to each sub-committee? And when are the appointments to be scheduled? For instance, if terms are set at one year to promote rotating members across sub-committees, then is the appointment process in January?
- Meeting Schedule. What is the intended meeting schedule? A meeting schedule can be seasonal, like during budget, monthly, project based, or other.

As an aside, the City has several other Local and Regional Boards and Organizations the Mayor or Councilmembers could be a liaison or member of, including the following:

- Texas Municipal League (TML)
- Cibolo Valley Local Government Corporation (CVLGC)
- Alamo Area Council of Governments (AACOG)
- Alamo Area Metropolitan Planning Organization (AAMPO)

- Canyon Regional Water Authority (CRWA)
- Northeast Partnership (NEP)
- The Chamber
- Tri-County Chamber

No action is being requested on the above Local and Regional Boards and Organizations at this time.

STAFF RECOMMENDATION:

The City Staff recommends the City Council appoint new members to sub-committees that it desires to continue to replace former Council members at a minimum so that each sub-committee has three members. Staff encourages Council to define the length of appointments (one year or more). In addition, City staff does support each sub-committee having a stated purpose, scope, and an established meeting schedule.

FINANCIAL IMPACT:

The Council sub-committees have miscellaneous costs or no cost.

MOTION(S):

City Council needs to decide what actions it wants to take.

Attachments

[Council Subcommittees.pdf](#)

City Council Subcommittees

1. Niemietz Park (Land Swap) Subcommittee

Councilwoman Cunningham

Councilman Hetzel

Councilman Roberts

2. Green Valley SUD Subcommittee

Mayor Allen

Councilman Hetzel

Councilman Roberts

3. CIP Subcommittee

Mayor Allen

Councilman Hicks

Councilman Benson

4. Ordinance Subcommittee

Councilwoman Cunningham

Councilman Benson

Councilman Roberts

5. Planning & Zoning Subcommittee

Councilman Hicks

Councilman Benson

Councilman Mahoney



City Council Regular Meeting Staff Report

F. Discussion/Action on updating the ordinance on the criteria required for the Planning & Zoning Commission. (Mayor Allen)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Discussion/Action Item: 10F.
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

[Ordinance 1124.pdf](#)



"City of Choice"

ORDINANCE NO. 1124

AN ORDINANCE AMENDING ORDINANCE NO. 971, COMMONLY REFERRED TO AS THE "ZONING ORDINANCE", OF THE CITY OF CIBOLO, TEXAS, CODE OF ORDINANCES TO ALLOW THE CITY COUNCIL TO AMEND THE ORDINANCE TO INCLUDE CERTAIN PROCEDURAL AND ADMINISTRATIVE REGULATIONS AND TO APPOINT TWO (2) ALTERNATE MEMBERS TO THE PLANNING AND ZONING COMMISSION FOR A TERM OF TWO (2) YEARS; PROVIDING FOR SEVERABILITY; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, Tex. Local Government Code Chapter 211 authorizes the City of Cibolo to amend the Planning and Zoning Commission's authority and roles as a need exists and considers best for the City of Cibolo; and

WHEREAS, Tex. Local Government Code Chapter 211 authorizes the City of Cibolo to amend the Planning and Zoning Commission membership as a need exists and considers best for the City of Cibolo; and

WHEREAS, the City Council of the City of Cibolo has determined that a need exists to add two alternate members to the Planning and Zoning Commission to ensure that a quorum of Planning and Zoning Commissioners will be present for all regular and special Commission meetings when regular Planning and Zoning Commissioners are absent; and

WHEREAS, the City Council desires to appoint alternate members for a term of two (2) years, to serve in the absence of one (1) or more regular Planning and Zoning Commission members; and

WHEREAS, the City Council hereby finds and determines that said appointments are in the best interests of the City of Cibolo; and

WHEREAS, the City Council hereby finds and determines that certain other procedural and administrative clarifications are necessary to be provided in the existing regulations.

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

**SECTION 1.
Amendment**

The City of Cibolo Code of Ordinances, Appendix A, Chapter 2, Section 2.1 is hereby amended as follows:

Sec. 2.1.: Planning and Zoning Commission:

2.1.1. Planning and Zoning Commission created.

- A. A commission of the City Council of the City of Cibolo, Texas, is hereby created which shall be known as the Cibolo Planning and Zoning Commission. The Commission shall consist of seven members.
- B. A chairperson, vice-chairperson shall be elected in January of each year from among the Commission members. In the absence of both the chairperson and vice-chairperson, the Commission shall appoint an acting chairperson. The individual elected as the Chairperson and Vice Chairperson must have completed the Open Meetings, Public Information Video and the Ethics Training.
- C. There shall be seven places on the commission being defined as District #1, District #2, District #3, District #4, District #5, District #6, and District #7.
- D. There shall be two (2) alternate member places on the Commission. Alternates should not be from the same district if at all possible. Alternates will only take part in the meeting if a regular member is absent.
- E. All members of the Commission shall within one month of their appointment complete the Open Meeting and Public Information Video. In February of each year they shall attend one of two mandatory sessions given on Ethics Training.

2.1.2. Length of appointment.

The regular members and alternates of the Commission shall serve a two-year term. Each term shall expire two years from the first day of the month they were originally appointed. A member wishing to serve an additional term must re-submit an application. City Council will review application, interview and select from all applications received. It is not guaranteed that an individual presently serving will be reappointed.

2.1.3. Term limits.

No Commission member may serve more than three consecutive terms. After a two-year absence, a member is eligible for re-appointment.

2.1.4. Vacancies.

As the terms of office of said positions terminate, the City Council shall, as soon as possible, or within 60 days after such expirations, appoint members to fill such vacancies for a term of two years.

2.1.5. Circumstances for cause of dismissal from the commission.

- A. Members that fail to attend three (3) consecutive regular meetings without obtaining an approved absence would be cause for dismissal from the commission. Members shall advise the City Secretary by phone and e-mail, giving the reason for the absence. The City Secretary shall advise the Presiding Officer prior to the opening of the meeting of the absence and reason for the absence. The Presiding Officer will announce to the remaining members the absence and reason. The Commission

than will vote to either approval or disapprove the absence. Disapproval would make the absence an unexcused absence. Failure to notify the City Secretary of an absence is recorded as an unexcused absence. The minutes will reflect whether the absence was approved or unexcused.

- B. Regular and alternate members serve at the will and pleasure of the City Council and may be removed at any time. Recommendations for removal of regular or alternate member by the Commission shall be forwarded to the City Council upon the affirmative vote of a majority of the regular members.

2.1.6. Meetings.

- A. Regular meetings shall be held monthly unless a lack of agenda items allows for a meeting not to be held. The meetings shall be held on the second Wednesday of every month at 6:30 p.m. in the City Council Chambers of City Hall. Special meetings may be required at the request of the chairperson or at the request of Mayor and/or City Council. The time and place of both special and regular meetings are subject to change upon proper notification of all members of the Commission.
- B. The city staff shall provide the Planning and Zoning Commission with an informational package containing a copy of the agenda for the impending meeting, a synopsis of each agenda item, as required, any supporting documents for each agenda item and a summary indicating compliance or non-compliance with city ordinances. This informational package shall be in the form of a hard copy and transmitted electronically, as required. The hard copy shall be made available at the city hall building on the Friday prior to the impending meeting. If a planning and zoning commission member does not acquire and utilize the hard copy for two consecutive meetings, the hard copy will be discontinued to be provided to that member.
- C. Alternate members shall serve on the Commission only in the absence of one (1) or more regular Planning and Zoning Commission members. Alternate members will not sit at the dais and participate in the discussion unless a regular member is absent.

2.1.7. Parliamentary procedure; meetings open to public.

- A. The Commission will conduct its meetings in conformance to rules established by the City Council as authorized by Section 3.12 of the City Charter.
- B. A quorum shall consist of a majority of the entire regular members of the Commission and any issue to be voted on shall be resolved by a majority of those present. A quorum for this commission would be four members.
- C. The Chairperson shall be entitled to vote in all cases voted on by the Commission.
- D. Meetings shall be open to the public and minutes shall be kept, and shall be treated as a public record. All meetings shall be held in full compliance with the provisions of the Texas Open Meetings Act [Tex. Government Code § 551.001 et seq.] and applicable city ordinances.

2.1.8. Powers and duties of the Commission.

A. To formulate a comprehensive plan for the orderly growth and development of the city, and periodically recommend changes to the City Council for its action in updating plans and policies to facilitate the implementation of a comprehensive plan.

B. On a continuing basis, review, develop and update the zoning ordinances, annexation plans, capital improvements plans, plans to facilitate the goals of a comprehensive plan and other matters affecting the development of the city and recommend to the City Council, for its action, amendments necessary to adjust to changing conditions.

C. Review and recommend to the City Council, for its action, proposed subdivision plats to guide the development of new residential subdivisions in accordance with the city's ordinances.

D. Make and recommend to the City Council, for its action, plans for the clearance and rebuilding of depressed districts and blighted areas, which may develop in the city.

E. Make and recommend to the City Council, for its action, highway facilities and proposed extensions thereof.

F. Perform other such duties as may be duly delegated to the Planning and Zoning Commission from time to time by the City Council.

2.1.9. Commission to be declared adjunct to the city council.

The Cibolo Planning and Zoning Commission is hereby declared to be adjunct to the City Council. All administrative personnel of the city are hereby authorized and directed to cooperate and assist the Commission at all reasonable times.

2.1.10. Compensation of members.

Members of the Planning and Zoning Commission shall serve without compensation. However, the city council may authorize the payment of any expense(s) for travel and meetings and similar costs which may be incurred by members in conjunction with the performance of their duties as members of the Planning and Zoning Commission.

SECTION 2.

Severability

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and

SECTION 3.

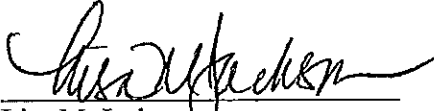
Repeal

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed insofar as the same is in conflict with the provisions hereof; and

**SECTION 4.
Effective Date**


This Ordinance shall be effective upon passage and publication pursuant to state law and the City Charter.

PASSED AND APPROVED ON this the 10th day of March, 2015.

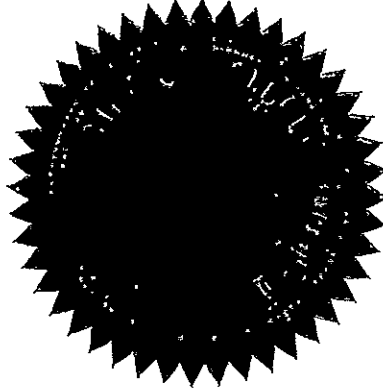


Lisa M. Jackson
Mayor

Attest:



Peggy Cimics, TRMC
City Secretary





City Council Regular Meeting Staff Report

H. Discussion/Presentation regarding the Public Engagement Plan for the Unified Development Code (UDC) Rewrite. (Mr. Spencer)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Discussion/Action Item: 10H.
From	
Eron Spencer, Assistant Planning Director	
Staff Contact(s)	
Eron Spencer,	

PRIOR CITY COUNCIL ACTION:

According to the City Council’s Strategic Plan for FY 2025-2027, the need to rewrite the Unified Development Code (UDC) was identified. This task is expressed in the following three strategic initiatives:

- 1.4.7 *Amend Downtown CORE Plan at Council direction and revise UDC*
- 6.1.1 *Create an annual UDC work program using UDC Advisory, P&Z, and City Council direction on Committee*
- 6.1.4 *Update UDC after Comprehensive Plan*

At its September 10, 2024, regular meeting, City Council adopted the 2024 Cibolo Tomorrow Comprehensive Plan under Ordinance #1465. The Comprehensive Plan outlined several post-adoption actions, including the UDC Rewrite, to align with the Plan’s goals and objectives.

To initiate this process, City staff issued a Request for Proposals (RFP) for the UDC Rewrite on October 11, 2024, with proposals due on November 12, 2024. Subsequently, City Council approved the execution of a professional consulting services agreement with Kendig Keast Collaborative for the UDC Rewrite at its December 11, 2024, regular meeting.

BACKGROUND:

The UDC Rewrite will modernize and streamline the City’s development regulations while aligning them with the Texas Local Government Code. This rewrite will address deficiencies in the current UDC, simplify outdated or overly complex provisions, and incorporate best practices. Key improvements will include updates to zoning districts, land use regulations, site development standards, and subdivision requirements to better reflect the community’s evolving needs. Additionally, the rewrite will ensure compliance with state legislative changes and introduce new, custom-tailored provisions to support the City’s long-term growth and development objectives.

Public Engagement Plan – UDC Rewrite

Following the award of contract in December 2024, a virtual kick-off meeting was held on January 15, 2025, with Kendig Keast Collaborative and City staff. The discussion centered on the project’s scope, timeline, and the development of the Public Engagement Plan.

Like the comprehensive planning process, the UDC Rewrite will require extensive community engagement to gather diverse input from all community stakeholders. Broad public participation is essential to developing a UDC that reflects the community's needs and priorities. The intent of the Public Engagement Plan, attached herein, is to outline strategies for involving the public, elected and appointed officials, City staff, and other stakeholders. It also ensures the use of appropriate tools and techniques throughout the project – from initial preparation and review to final adoption of the revamped UDC.

To support this effort, the Public Engagement Plan outlines a general framework with defined goals, responsibilities, and a schedule for public engagement opportunities at each phase of the UDC Rewrite. City staff is seeking City Council's feedback and direction on the Public Engagement Plan before finalizing the approach for public participation in this project.

The City staff are seeking feedback from the City Council on the following:

1. Does the Public Engagement Plan align with City Council's expectations for the UDC Rewrite?
2. Does City Council support the proposed composition of the UDC Advisory Committee (UDCAC)?
3. Are there any additional stakeholders, engagement methods, or public participation opportunities that City Council would like to incorporate into the Public Engagement Plan?

Attachments

[Public Engagement Plan - UDC Rewrite.pdf](#)

[Presentation.pdf](#)

Cibolo TX, Unified Development Code Rewrite



**Public Engagement Plan
January 23, 2025**



Introduction

The City of Cibolo is beginning the process to rewrite its Unified Development Code (UDC). This project is intended to be a thorough revamp the UDC to integrate best practices, ensure it complies with applicable State and Federal laws, make it more user-friendly, and align it with the Comprehensive Plan (adopted in September 2024) so the City can continue to grow, but do so with clear intention. The updated UDC will contain provisions related to:

- Zoning districts, including permitted uses and dimensional standards
- Subdivision, site, and building design
- Signs, parking, landscaping, and outdoor storage
- Development review bodies and procedures
- Other land development matters

As part of this project, the community will be given opportunities to participate in the process and provide feedback on ideas and proposed drafts. This public engagement plan lays out the framework for the various opportunities to inform, consult with, and involve the general public that the City of Cibolo, along with Kendig Keast Collaborative (KKC), the consultants hired for this project, will pursue.

Why is Public Engagement Important?

Public engagement during this project is crucial because by fostering meaningful community input, Cibolo and KKC will be able to create a UDC that is more responsive to community needs, more likely to be accepted by residents, and better equipped to guide the future development of the area. It also provides opportunities for KKC to educate the public about what the UDC can and cannot regulate, as well as address misconceptions and misinformation about proposed changes since the UDC can be a highly technical document. Clear communication about the project can lead to more public support. Education through public engagement goes both ways. The staff of KKC are experts in planning and zoning, and can inform stakeholders of various practices we have found to be successful in other locations. However, we are not yet experts on Cibolo's forms and functions. Consultation with the general public is important, as it allows the experts on Cibolo (the members of the public of live, work, and recreate there) to inform KKC by expressing their thoughts and feelings on the project. Thus, the UDC will be better equipped to implement the public's hopes and desires articulated in the new Comprehensive Plan.

Guiding Principles

To promote healthy civic engagement, the following principles should be at the center of this project and all public engagement opportunities:

- **Inform:** Information sharing is the primary form of engagement. To actively involve residents/businesses/stakeholders in the city's decision-making process, the public requires information in a variety of ways to ensure they are receiving accurate information during the process. The primary objective is **education** - providing appropriate and timely information regarding a topic, initiative, or project.



- **Consult:** Consultation takes place when feedback is required or requested. We need to identify how the city or a project team will respond to community input and keep the community informed of how their comments and suggestions have been considered (feedback loop). The primary objective is **input** - capturing community input and examining how it can impact possible solutions and ensure community members hear back from us.
- **Involve:** Community involvement enables stakeholders to share their experiences on the topic at hand and how it has impacted their lives or businesses as well as what could be done to enhance their daily lives or economic activities. The primary objective is **impact** - working on an ongoing basis with residents to ensure their ideas, concerns, and suggestions are heard and they understand how their input is considered in the development of any proposed solutions or outcomes.

Goals for Public Engagement

- **Broad and Inclusive** – To hear from community members beyond just appropriate local officials or developers. The process should acknowledge the full range of the community’s social variety and seek to identify, reach out to, and encourage participation from a broad and inclusive audience.
- **Transparent** - To provide an open, honest, and easy to understand process. A key to achieving transparency is to provide clarity about the project’s purpose, process, content, and how the final product will affect the community and be used by decision-makers.
- **Accessible** – To be broadly accessible in terms of venue, location, time, and language and support the engagement of community members with disabilities.
- **Build Relationships and Community Capacity** – To develop long-term, collaborative relationships of mutual trust and understanding between the City, developers, business owners, and residents.
- **Reflective of Community** – To create a UDC that is reflective of the community’s character and desires for its future.
- **Accountable** – To respond to the concerns, comments, and questions of the public, and where appropriate propose changes to the UDC, so that all involved know that they have been heard.

How are Decisions Made and Who Has Final Say?

During the pre-drafting and drafting phases of the project, KKC will develop ideas and draft language based on best practices in addition to insight gained from discussions with stakeholders, a team of core City staff members (Staff Technical Team), an Advisory Committee, the Planning and Zoning Commission, City Council, etc.

At key milestones in the project, KKC will involve the above groups and/or the general public in reviewing what is being proposed in the draft UDC and inviting them to provide feedback on which KKC will make revisions. KKC wants the general public’s involvement and resulting “fingerprints” all over the updated UDC. Ultimately the Planning and Zoning Commission will have to make a recommendation on whether to adopt the updated UDC to the City Council and the City Council will have the final decision on if it gets adopted and what the contents are.



Roles and Responsibilities

This project will involve several roles within the Cibolo community. These roles can most often be categorized into two main categories: Community Members and City of Cibolo. Descriptions and roles within these categories are described below:

- **Community Members**
 - This is the general public of Cibolo including residents, employers and employees of businesses or organizations located in Cibolo, and anyone else who has interested in or may be impacted by the provisions of the UDC.
 - All community members are encouraged to follow and keep informed of the progress of the project, attend public meetings, ask questions, and voice support or concerns.
 - *Stakeholders Meeting Invitees*
 - Some community members will be invited to participate in focus-group style interviews to contribute valuable insights into the current issues, opportunities, needs, and priorities of our community as they relate to the regulations that govern the Cibolo's physical and economic development.
 - *Concept Illustration Area Property Owners*
 - As part of this project, KKC will produce illustrations of theoretical developments for area(s) selected by the City. Once selected, KKC will consult with the owners of the subject area(s) to garner their support and any input.
- **City of Cibolo**
 - This is generally those who are working directly for or on behalf of the City of Cibolo or any of its appointed or elected bodies.
 - *Staff Technical Team (STT)*
 - This group is made up of Cibolo city staff that are regular, technical users of the UDC.
 - The STT's primary responsibility is to inform KKC on any difficulties administering the UDC and provide feedback from an administrative perspective.
 - The STT will have calls with the consultant team on a regular basis to discuss topics that pop up throughout the project. This group will also have the first opportunity to review proposed UDC text.
 - *Advisory Committee (AC)*
 - This group is comprised of members appointed by the City Council.
 - The AC's primary responsibility is to provide essential background and insights about Cibolo and serve as a "sounding board" for the goals, priorities, and action strategies that may ultimately be included in the update.
 - The AC will have the opportunity to review each module of the UDC before it is presented to the public.
 - *Planning and Zoning Commission (PZC)*
 - The PZC is comprised of 7 members appointed by the City Council.



- The PZC guides growth and development in Cibolo by reviewing and recommending actions for development and zoning applications with the goal of implementing the Comprehensive Plan.
- *City Council (CC)*
 - The CC is comprised of the Mayor and 7 members elected by the citizens of Cibolo.
 - The CC sets policy for growth and development in Cibolo by adopting the UDC, the Comprehensive Plan, master plans, thoroughfare plans, and other development related plans and ordinances.
 - The CC also makes final decisions on some development applications such as rezonings.

Each role described above has an important part to play in this process and different responsibilities that come with that role. These responsibilities vary depending on the role and engagement activity. It can be as simple as attending a meeting, but all are crucial to create a UDC that is reflective of Cibolo and build support for it. Each role’s responsibilities are outlined in the table below:

Engagement Activity	Responsibilities by Role		
	KKC	City of Cibolo	Community Members
Meetings			
<i>Stakeholder Interviews</i>	<ul style="list-style-type: none"> ▪ Attend ▪ Facilitate discussion ▪ Take Notes ▪ Inform attendees on UDC technicalities 	<ul style="list-style-type: none"> ▪ Coordinate the date, time, and location ▪ Invite the stakeholders to their designated session ▪ Assist with technological set up as needed 	<ul style="list-style-type: none"> ▪ If invited, attend and actively participate in discussions ▪ Inform KKC on Cibolo as residents of the City
<i>Open House / Open Door Meetings</i>	<ul style="list-style-type: none"> ▪ Attend ▪ Provide poster content ▪ Facilitate discussion ▪ Answer questions and receive feedback from attendees 	<ul style="list-style-type: none"> ▪ Coordinate the date, time, and location ▪ Publicize the event ▪ Assist with technological set up as needed ▪ Print posters provided by KKC ▪ Provide refreshments if desired 	<ul style="list-style-type: none"> ▪ Attend ▪ Review content ▪ Ask questions, if need ▪ Voice support or concerns
<i>Virtual Meeting(s) with Concept Illustration Area Property Owners (</i>	<ul style="list-style-type: none"> ▪ Attend ▪ Explain this part of project ▪ Facilitate discussion ▪ Answer questions and receive feedback from attendees 	<ul style="list-style-type: none"> ▪ Select the subject area(s) ▪ Invite the property owners to group call or individual calls with KKC and the City ▪ Attend ▪ Provide comments 	<ul style="list-style-type: none"> ▪ Owners of the subject area(s): Attend and provide input



Engagement Activity	Responsibilities by Role		
	KKC	City of Cibolo	Community Members
<i>Design Workshop(s) for Illustrated Concepts</i>	<ul style="list-style-type: none"> ▪ Attend ▪ Facilitate workshop activities and discussion ▪ Compile all community input ▪ Produce illustrations 	<ul style="list-style-type: none"> ▪ Select project area ▪ Coordinate the date, time, and location ▪ Publicize the event ▪ Assist with technological set up as needed ▪ Provide comments and participate in workshop activities and discussion 	<ul style="list-style-type: none"> ▪ Attend ▪ Participate in workshop activities and discussion
<i>Advisory Committee Meeting</i>	<ul style="list-style-type: none"> ▪ Attend ▪ Present deliverable ▪ Facilitate discussion ▪ Take Notes 	<ul style="list-style-type: none"> ▪ AC: Attend and participate in discussion. Review documents if needed and provide input. 	<ul style="list-style-type: none"> ▪ Attend ▪ Voice support or concerns
<i>City Council and/or Planning and Zoning Commission Meetings</i>	<ul style="list-style-type: none"> ▪ Attend when needed ▪ Provide presentation content ▪ Present deliverable 	<ul style="list-style-type: none"> ▪ Make arrangements related to the meeting agenda and required public notice ▪ Distribute deliverable relevant to presentation topic ▪ Assist with technological set up as needed ▪ Provide link (Zoom, Teams, etc.) if KKC is presenting virtually 	<ul style="list-style-type: none"> ▪ Attend public meetings ▪ Ask questions if needed/allowed ▪ Voice support or concerns if allowed
<i>City Council and/or Planning and Zoning Commission Public Hearings</i>	<ul style="list-style-type: none"> • Attend when needed • Provide content for and present the Public Hearing Draft to be considered for adoption 	<ul style="list-style-type: none"> • Make arrangements related to the meeting agenda and required public notice • Distribute deliverable relevant to presentation topic • Assist with technological set up as needed • PZC: Review UDC and recommend action to CC • CC: Vote on adoption of UDC 	<ul style="list-style-type: none"> ▪ Attend public hearings ▪ Ask questions if needed ▪ Voice support or concerns



Engagement Activity	Responsibilities by Role		
	<i>KKC</i>	<i>City of Cibolo</i>	<i>Community Members</i>
Deliverable Review and Feedback			
<i>UDC Module Drafts</i>	<ul style="list-style-type: none"> • Deliver draft to City Staff • Make revisions based on feedback 	<ul style="list-style-type: none"> • Distribute to applicable people/groups • Review and provide feedback 	<ul style="list-style-type: none"> • If drafts are provided to the public, review and make comments on online hosting platform
<i>Illustrated Concept and Design Principles</i>	<ul style="list-style-type: none"> • Deliver to City Staff • Make revisions based on feedback 	<ul style="list-style-type: none"> • Distribute to applicable people/groups • Review and provide feedback 	<ul style="list-style-type: none"> • If drafts are provided to the public, review and provide feedback
Communications			
<i>Project Updates on City's Website</i>	<ul style="list-style-type: none"> • Provide deliverables 	<ul style="list-style-type: none"> • Develop/maintain 	<ul style="list-style-type: none"> • Periodically check for updates • Contact Planning Staff with questions, if needed
<i>Media Releases</i>	<ul style="list-style-type: none"> • Assist as needed 	<ul style="list-style-type: none"> • Develop/distribute 	<ul style="list-style-type: none"> • Contact Planning Staff with questions, if needed



Schedule for Engagement Opportunities

There are several opportunities within each phase of the project to inform, consult with, and involve the various groups detailed above. The table below outlines the approximate timing/tentative dates and objective of these engagement opportunities. These are subject to change throughout the duration of the project so it is recommended to check the City’s website periodically or contact the Planning Staff for finalized details.

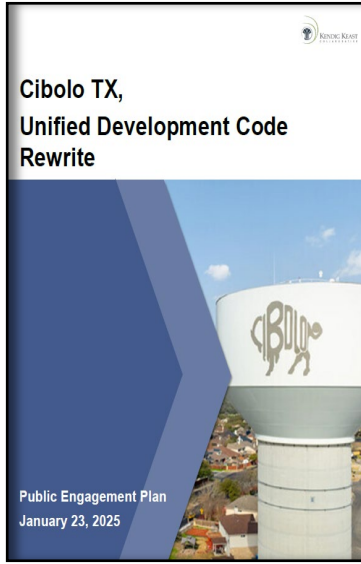
Engagement Opportunity	Group(s) Being Engaged	Approximate Timing	Objective
Phase 1. Project Initiation			
<i>Staff Technical Team Meeting</i>	<ul style="list-style-type: none"> Staff Technical Team 	Trip #1 March 2025	<ul style="list-style-type: none"> Inform: KKC will provide information about the project and answer any questions. Consult and Involve: The various groups being engaged will provide input about Cibolo, its current UDC, and desires for future development.
<i>Advisory Committee Meeting</i>	<ul style="list-style-type: none"> Advisory Committee 		
<i>Stakeholder Meetings (up to 6x)</i>	<ul style="list-style-type: none"> Selected Community Members invited by the City 		
<i>City Council Workshop</i>	<ul style="list-style-type: none"> City Council Community Members 		
Phase 2. Diagnostic Review			
<i>Virtual meeting(s) with Illustrated Concept Area Property Owner(s)</i>	<ul style="list-style-type: none"> Illustrated Concept Area(s) Property Owner(s) 	Early Spring TBD	<ul style="list-style-type: none"> Inform: KKC will provide information regarding this part of the project and will answer any questions. Consult and Involve: The property owner(s) of the subject area(s) will provide input
<i>Design Workshop</i>	<ul style="list-style-type: none"> Staff Technical Team Advisory Committee City Council Planning and Zoning Committee Community Members 	Trip #2 Spring 2025 TBD	<ul style="list-style-type: none"> Consult and Involve: The various groups being engaged will participate in workshop activities and give detailed input.
<i>Staff Technical Team Meeting</i>	<ul style="list-style-type: none"> Staff Technical Team 	Trip #3 May 2025	<ul style="list-style-type: none"> Inform: KKC will provide the contents of the Regulatory Audit and the AO and answers any questions. These documents will outline recommended
<i>Joint Planning and Zoning Commission, Board of</i>	<ul style="list-style-type: none"> City Council 		



Engagement Opportunity	Group(s) Being Engaged	Approximate Timing	Objective
<i>Adjustment and City Council Meeting</i>	<ul style="list-style-type: none"> • Planning and Zoning Committee • Board of Adjustment • Community Members 		changes to the UDC and act as a roadmap for drafting. <ul style="list-style-type: none"> • Consult and Involve: The various groups being engaged will give feedback on the content presented.
Phase 3. UDC Drafting, Staff Review, and Web Publishing			
<i>Staff Technical Team Meeting</i>	<ul style="list-style-type: none"> • Staff Technical Team 	Trip #4 September 2025	<ul style="list-style-type: none"> • Inform: KKC will provide the contents of Module 1 and answer any questions. • Consult and Involve: <ul style="list-style-type: none"> - The STT and AC will give feedback on the content presented. - Community members may attend meetings and provide input.
<i>Advisory Committee Meeting</i>	<ul style="list-style-type: none"> • Advisory Committee 		Trip #5 January 2026
<i>Staff Technical Team Meeting</i>	<ul style="list-style-type: none"> • Staff Technical Team 	<ul style="list-style-type: none"> • Inform: KKC will update on project progress and highlight important content in Modules 1 and 2 and answer any questions. • Consult and Involve: CC and Community Members will give feedback on content presented. 	
<i>Advisory Committee Meeting</i>	<ul style="list-style-type: none"> • Advisory Committee 	<ul style="list-style-type: none"> • Inform: KKC will provide the contents of Module 3. • Consult and Involve: <ul style="list-style-type: none"> - The AC will give feedback on the content presented. - Community members may attend meetings and provide input. 	
<i>City Council Briefing</i>	<ul style="list-style-type: none"> • City Council • Community Members 		
<i>Advisory Committee Meeting (Virtual)</i>	<ul style="list-style-type: none"> • Advisory Committee 	April 2026	



Engagement Opportunity	Group(s) Being Engaged	Approximate Timing	Objective
Phase 4. Approval Process			
<i>Joint Meeting with Advisory Committee, Economic Development Corporation, Planning & Zoning Commission, and City Council (Virtual)</i>	<ul style="list-style-type: none"> • City Council • Planning and Zoning Commission • Economic Development Corporation • Advisory Committee 	May 2026	<ul style="list-style-type: none"> • Inform: KKC will highlight important updates in the UDC and answer any questions. • Consult and Involve: <ul style="list-style-type: none"> - The groups being engaged will give feedback on the content presented. - Community members may attend meetings and provide input.
<i>Planning and Zoning Public Hearing</i>	<ul style="list-style-type: none"> • Planning and Zoning Commission • Community Members 	Trip #6 Mid-June 2026	<ul style="list-style-type: none"> • Inform: KKC will highlight important updates in the UDC and any revisions based on feedback from previous meeting and answer any questions. • Consult and Involve: <ul style="list-style-type: none"> - PZC and Community members will voice support for rewritten UDC. - PZC will vote to recommend adoption to CC.
<i>City Council Public Hearing</i>	<ul style="list-style-type: none"> • City Council • Community Members 	Trip #7 Late June 2026	<ul style="list-style-type: none"> • Inform: KKC will highlight important updates in the UDC and any revisions based on feedback from previous meeting and answer any questions. • Consult and Involve: <ul style="list-style-type: none"> - CC and Community members will voice support for rewritten UDC. - CC will vote to adopt UDC.
Throughout Project Duration			
<i>Project Updates on City's Website (Inform)</i>	<ul style="list-style-type: none"> • Community Members 	Ongoing	<ul style="list-style-type: none"> • Inform: The City of Cibolo will update the community of the project's progress, key milestones, and/or publicize engagement opportunities
<i>Media Releases (Inform)</i>	<ul style="list-style-type: none"> • Community Members 		



UDC Rewrite Public Engagement Plan

February 11, 2025

Presented By: Eron Spencer



OVERVIEW

Project Goals and Schedule

Public Engagement Plan

Roles and Responsibilities

Public Engagement Opportunities and Methods

Feedback & Direction



FEEDBACK & DIRECTION

1. Does the Public Engagement Plan align with City Council's expectations for the UDC Rewrite?
2. Does City Council support the proposed composition of the UDC Advisory Committee (UDCAC)?
3. Are there any additional stakeholders, engagement methods, or public participation opportunities that City Council would like to incorporate into the Public Engagement Plan?



UDC Rewrite Goals and Schedule



PROJECT GOALS

Promote neighborhood preservation

Implement the goals of other plans

Improve public engagement and public hearing process

Improve enforcement and penalty provisions

Promote Economic Development

Incorporate state legislative changes

Create custom-tailored regulations that enhance design and community aesthetics

Modernize the UDC for appropriate and relevant uses

Streamline approval processes & improve process efficiencies

Create a UDC that is not in conflict with other Codes

Make UDC more accessible, user-friendly, and readable



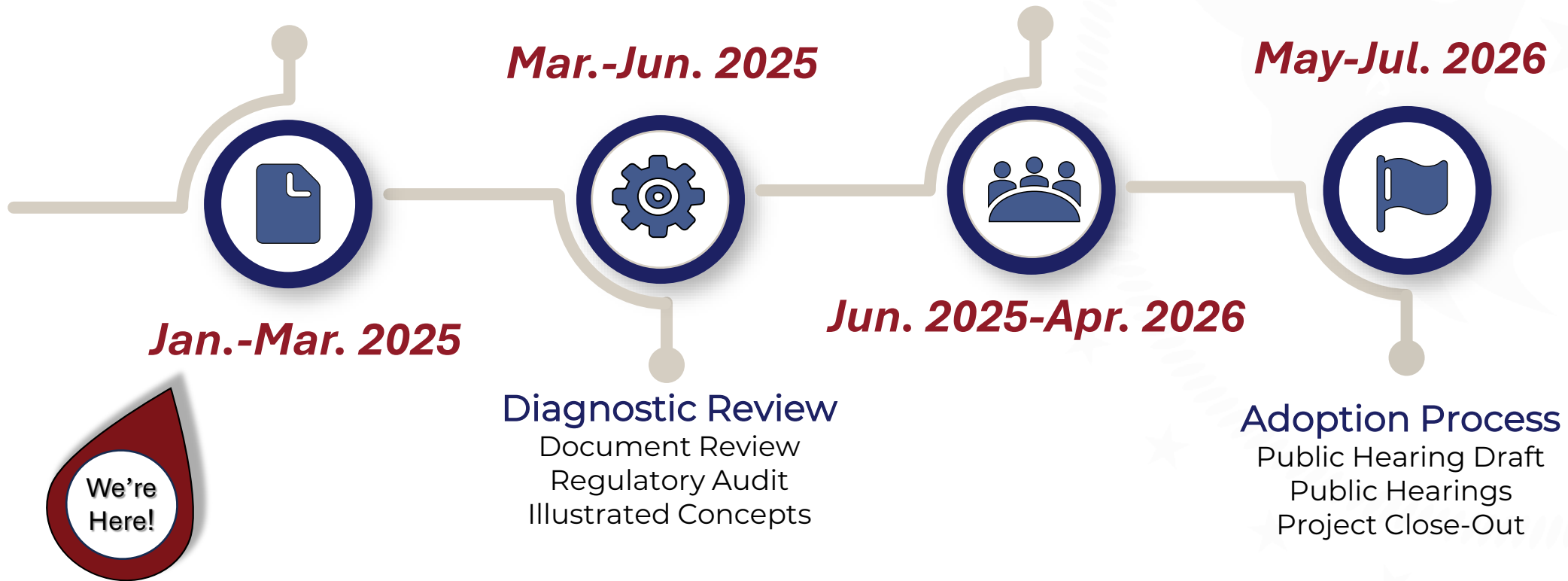
PROJECT SCHEDULE

Project Initiation

Staff coordination
UDC Advisory Committee Meeting
City Council Workshop
Stakeholder Meetings

UDC Drafting and Refinement

Drafting UDC Modules
STT and Advisory Committee Meetings for each
Module
City Council Briefing





Public Engagement Plan



PUBLIC ENGAGEMENT PLAN

The three guiding principles are:

Inform

Consult

Involve

The plan will...

- Establish a process for community engagement during the development and approval process
- Ensure that inclusive and efficient consultation is undertaken throughout the process
- Identify how the project will respond to community input and keep them informed of how their comments and suggestions have been considered (feedback loop)
- Ensure that community members are kept informed of decisions as a result of community engagement

The benefits are...

- Commits the City to being open, accessible, and accountable
- Assist the City to inform and listen to community members
- Allows a broader range of views to be heard, more information to be assembled prior to making decisions, and the City to inform the public how community input is affecting decisions
- Allows for the City and the stakeholders to work together in the best interest of the community and achieve balanced decisions
- Offers opportunities for community members to contribute ideas and influence outcomes which directly affect their investments and the City's ability to manage the impact from growth
- Ensures an open and familiar process which becomes easier for community members to participate



GUIDING PRINCIPLES

Inform

Information dissemination is the primary form of community engagement. To actively involve the community in the City's decision-making process, the public requires information in a variety of ways to ensure they are receiving accurate information during the process.

Primary Objective: Information

To provide the community with appropriate and timely information regarding changes to certain provisions in the new UDC.

Consult

Consultation takes place when feedback is required or requested. This involves gathering ideas, responding to community input, and keeping the community informed of how their comments and suggestions have been considered and/or incorporated.

Primary Objective: Input

To capture community input and examine how it can affect possible solutions and ensure community members hear back from the City and project team.

Involve

Community involvement enables stakeholders to share their experiences on the topic at hand and how enforcement of the current UDC has impacted their lives or businesses as well as what could be done to enhance their daily lives or economic activities.

Primary Objective: Feedback Loop

To work on an ongoing basis with the community to ensure their ideas, concerns, and suggestions are heard and they understand how their input is considered in the development of any proposed solutions or outcomes.



Roles and Responsibilities



ROLES AND RESPONSIBILITIES

Engagement Activity	Responsibilities by Role		
	KKC	City of Cibolo	Community Members
Meetings			
<i>Stakeholder Interviews</i>	<ul style="list-style-type: none"> Attend Facilitate discussion Take Notes Inform attendees on UDC technicalities 	<ul style="list-style-type: none"> Coordinate the date, time, and location Invite the stakeholders to their designated session Assist with technological set up as needed 	<ul style="list-style-type: none"> If invited, attend and actively participate in discussions Inform KKC on Cibolo as residents of the City
<i>Open House / Open Door Meetings</i>	<ul style="list-style-type: none"> Attend Provide poster content Facilitate discussion Answer questions and receive feedback from attendees 	<ul style="list-style-type: none"> Coordinate the date, time, and location Publicize the event Assist with technological set up as needed Print posters provided by KKC Provide refreshments if desired 	<ul style="list-style-type: none"> Attend Review content Ask questions, if need Voice support or concerns
<i>Virtual Meeting(s) with Concept Illustration Area Property Owners</i>	<ul style="list-style-type: none"> Attend Explain this part of project Facilitate discussion Answer questions and receive feedback from attendees 	<ul style="list-style-type: none"> Select the subject area(s) Invite the property owners to group call or individual calls with KKC and the City Attend Provide comments 	<ul style="list-style-type: none"> Owners of the subject area(s): Attend and provide input

- An example of responsibilities for each role and engagement activity as detailed on pg. 4-6 of the Public Engagement Plan



CITY OF CIBOLO

- **Project Contacts**
 - Planning & Economic Development Director and Assistant Planning Director
 - Role – coordinate project/meetings, assign tasks, follow up on progress, direct consultant work, engage with the advisory committee and community stakeholders, ensure alignment with work in other departments, support project through guidance on best planning practices, and coordination with planning resources
- **Staff Technical Team (STT)**
 - Public Works, Building, Fire, Engineering, Planning, Communications, CAO, and CMO
 - Role – provide technical input on the UDC, review feasibility of options, and ensure assigned tasks are completed



COMMUNITY MEMBERS

- Mayor and City Council
 - Role – provide policy direction on stakeholder engagement, coordination with advisory boards, and final decisionmakers of the UDC Rewrite
- Boards and Commissions
 - Planning and Zoning Commission (P&Z)
 - Role – input and guidance within commission responsibilities and oversight as well as opportunities for stakeholder engagement, and recommendation for approval to City Council
 - Economic Development Corporation (EDC)
 - Role – input and guidance within board advisory role as well as opportunities for stakeholder engagement
 - Board of Adjustment (BOA)
 - Role – input and guidance within board advisory role as well as opportunities for stakeholder engagement
 - *UDC Advisory Committee (UDCAC)**
 - *Role – input and guidance on a more regular basis, meet to go over progress, represent the community and encourage participation through stakeholder engagement opportunities, and recommendation for approval to P&Z and City Council*

** = Pending City Council appointment*



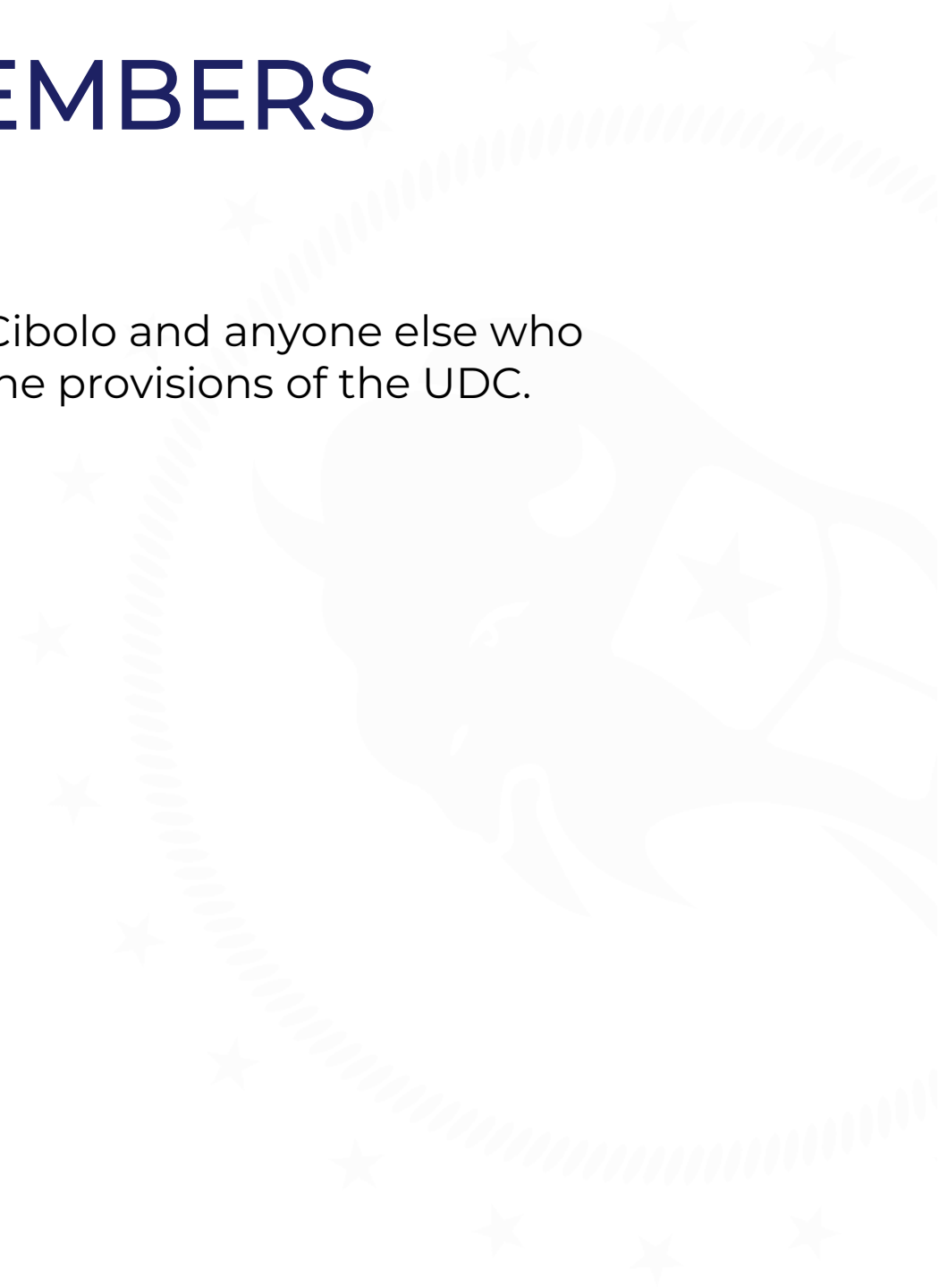
COMMUNITY MEMBERS

- **UDC Advisory Committee (UDCAC) Composition**
 - Committee members shall be qualified voters of the City of Cibolo, and to the extent reasonable, shall be engineers, architects, and similar land development specialists.
 - Members shall be appointed to serve a term that spans the length of the project.
 - The committee is to be composed of seven (7) regular members:
 - Two (2) members from the Planning and Zoning Commission (P&Z)
 - One (1) member from the Economic Development Corporation (EDC)
 - Four (4) members shall be residents chosen by the City Council



COMMUNITY MEMBERS

- **Key Stakeholders**
 - All community stakeholders in the City of Cibolo and anyone else who may be interested in and/or impacted by the provisions of the UDC.
 - Residents/ Neighborhood Associations
 - Developers/ Business Owners
 - Property Owners
 - Guadalupe County





Public Engagement Opportunities & Methods



PUBLIC ENGAGEMENT OPPORTUNITIES

Engagement Opportunity	Group(s) Being Engaged	Approximate Timing	Objective
Phase 1. Project Initiation			
<i>Staff Technical Team Meeting</i>	<ul style="list-style-type: none"> Staff Technical Team 	Trip #1 March 2025	<ul style="list-style-type: none"> Inform: KKC will provide information about the project and answer any questions. Consult and Involve: The various groups being engaged will provide input about Cibola, its current UDC, and desires for future development.
<i>Advisory Committee Meeting</i>	<ul style="list-style-type: none"> Advisory Committee 		
<i>Stakeholder Meetings (up to 6x)</i>	<ul style="list-style-type: none"> Selected Community Members invited by the City 		
<i>City Council Workshop</i>	<ul style="list-style-type: none"> City Council Community Members 		
Phase 2. Diagnostic Review			
<i>Virtual meeting(s) with Illustrated Concept Area Property Owner(s)</i>	<ul style="list-style-type: none"> Illustrated Concept Area(s) Property Owner(s) 	Early Spring TBD	<ul style="list-style-type: none"> Inform: KKC will provide information regarding this part of the project and will answer any questions. Consult and Involve: The property owner(s) of the subject area(s) will provide input
<i>Design Workshop</i>	<ul style="list-style-type: none"> Staff Technical Team Advisory Committee City Council Planning and Zoning Committee Community Members 	Trip #2 Spring 2025 TBD	<ul style="list-style-type: none"> Consult and Involve: The various groups being engaged will participate in workshop activities and give detailed input.
<i>Staff Technical Team Meeting</i>	<ul style="list-style-type: none"> Staff Technical Team 	Trip #3 May 2025	<ul style="list-style-type: none"> Inform: KKC will provide the contents of the Regulatory Audit and the AO and answers any questions. These documents will outline recommended
<i>Joint Planning and Zoning Commission, Board of</i>	<ul style="list-style-type: none"> City Council 		

- An example of engagement opportunities during Phases 1 & 2 of the project (pg. 7-10)



PUBLIC ENGAGEMENT METHODS

1

PROJECT INITIATION

Website Launch

UDCAC Meeting

Stakeholder Interviews

City Council Workshop

2

DIAGNOSTIC REVIEW

Illustrated Concept Area(s) Meetings

Design Workshop(s)

Joint Meeting

3

UDC DRAFTING, STAFF REVIEW, AND WEB PUBLISHING

UDCAC Meetings

City Council Briefing

Publish Draft UDC

Open Houses 1 & 2

4

APPROVAL PROCESS

Joint Meeting

P&Z Meeting

City Council Meeting

Project Website - www.CiboloTomorrow.com

(Project updates and media releases)



Feedback & Direction



FEEDBACK & DIRECTION

1. Does the Public Engagement Plan align with City Council's expectations for the UDC Rewrite?
2. Does City Council support the proposed composition of the UDC Advisory Committee (UDCAC)?
3. Are there any additional stakeholders, engagement methods, or public participation opportunities that City Council would like to incorporate into the Public Engagement Plan?



City Council Regular Meeting Staff Report

L. Discussion/Action on Traffic Control Options on Green Valley Road near Schlather Intermediate School. (Mr. Huggins/Councilwoman Sanchez-Stephens)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Discussion/Action Item: 10L.

From
Bryan Huggins, Executive Director - Safety and Infrastructure

PRIOR CITY COUNCIL ACTION:

On January 14, 2025, City Council was presented with three (3) options to provide additional traffic control on Green Valley Road near Schlather Intermediate School to assist with student drop-off and pick-up. There were questions about the cost of the some of the traffic control devices proposed in the options, specifically, the candlestick delineators. Those delineators cost \$33.50 apiece, and the recommendation from our Streets Department would be to place thirteen (13) to fifteen (15) delineators on Green Valley Road for this project if that option were selected.

BACKGROUND:

The City coordinated with the SCUCISD in school year 2023/2024 to provide a dedicated right turn lane into Schlather Intermediate School from Green Valley Rd. A right turn lane was marked with cones as was a westbound through lane to Cibolo Valley Drive. There were advantages to this setup, as it allowed school traffic a dedicated travel lane as well as a dedicated travel lane for non-school related traffic. There were also some disadvantages to this setup as well, as school traffic exiting the school property onto Green Valley Rd had to make a right-turn only. Many of those drivers would travel a short distance and then make a u-turn to travel east on Green Valley Rd. Those u-turns created safety concerns for others traveling on Green Valley Rd or Cibolo Valley Dr depending upon where the u-turn was occurring.

Regardless of the option selected for this stretch of Green Valley Rd, there is a recommendation from the Streets Department to repair/reconstruct that particular section of street in the near future. This section of street will be placed on the CIP list for future repairs. Depending upon when that section of street will be repaired and which option is chosen, there is a possibility of having to duplicate work on this section of street with the cost of replacing traffic control devices after the repair. When the street will be selected for repair is a City Council decision based upon the CIP list.

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

The traffic control options range in price from EIGHTEEN THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$18,900) to TWENTY THREE THOUSAND FOUR HUNDRED AND SIXTY SEVEN DOLLARS AND FIFTY CENTS (\$23,476.50)

MOTION(S):

Motion to approve Option (A, B, or C) and direct the City Manager to have Staff proceed with the installing the approved traffic control measures on Green Valley Rd near Schlather Intermediate.

Attachments

[Schlather Traffic Options.pdf](#)

Project Summary Sheet

Date: #####

Project Name: Green Valley Road Re-Stripe

Project Limits: Cibolo Valley Dr to Town Creek Rd

Council District: D1/D3

Fiscal Year: 2025



Funding Information

Funding and Year	Amount
2024 Street Maintenance	\$18,900.00
Total Funding	\$18,900.00

Cost Information

Category	Cost
Construction	\$18,000.00
Contingency 5%	\$900.00
Total Cost	\$18,900.00



Project Description

The proposed estimate includes 4" double yellow going Northwest along Green Valley Road, with crossed hatched lines and median nose at Elaine S Schlather Pkwy. This will also include the refreshing of pavement marking from Elaine S Schlather Pkwy to Town Creek Rd. Estimate does not include asphalt or concrete repairs.



Project Summary Sheet

Date: #####

Project Name: Green Valley Road Re-Stripe

Project Limits: Cibolo Valley Dr to Town Creek Rd

Council District: D1/D3

Fiscal Year: 2025



Funding Information

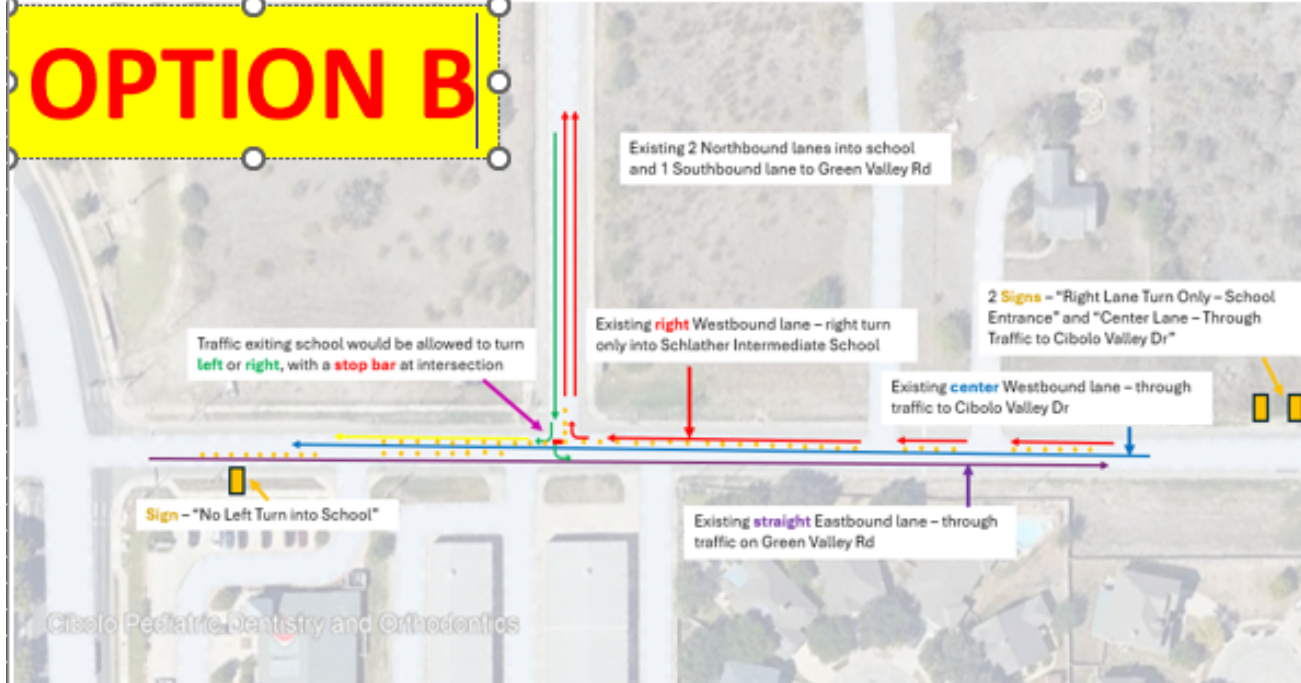
Funding and Year	Amount
2024 Street Maintenance	\$19,950.00
Total Funding	\$19,950.00

Cost Information

Category	Cost
Construction	\$19,000.00
Contingency 5%	\$950.00
Total Cost	\$19,950.00

Project Description

The proposed estimate includes 4" double yellow going Northwest along Green Valley Road, traffic buttons to be installed to separate school lane from travel lanes. This will also include the refreshing of pavement marking from Elaine S Schlather Pkwy to Town Creek Rd. Estimate does not include asphalt or concrete repairs.



Project Summary Sheet

Date: #####

Project Name: Green Valley Road Re-Stripe

Project Limits: Cibolo Valley Dr to Town Creek Rd

Council District: D1/D3

Fiscal Year: 2025



Funding Information

Funding and Year	Amount
2024 Street Maintenance	\$23,467.50
Total Funding	\$23,467.50

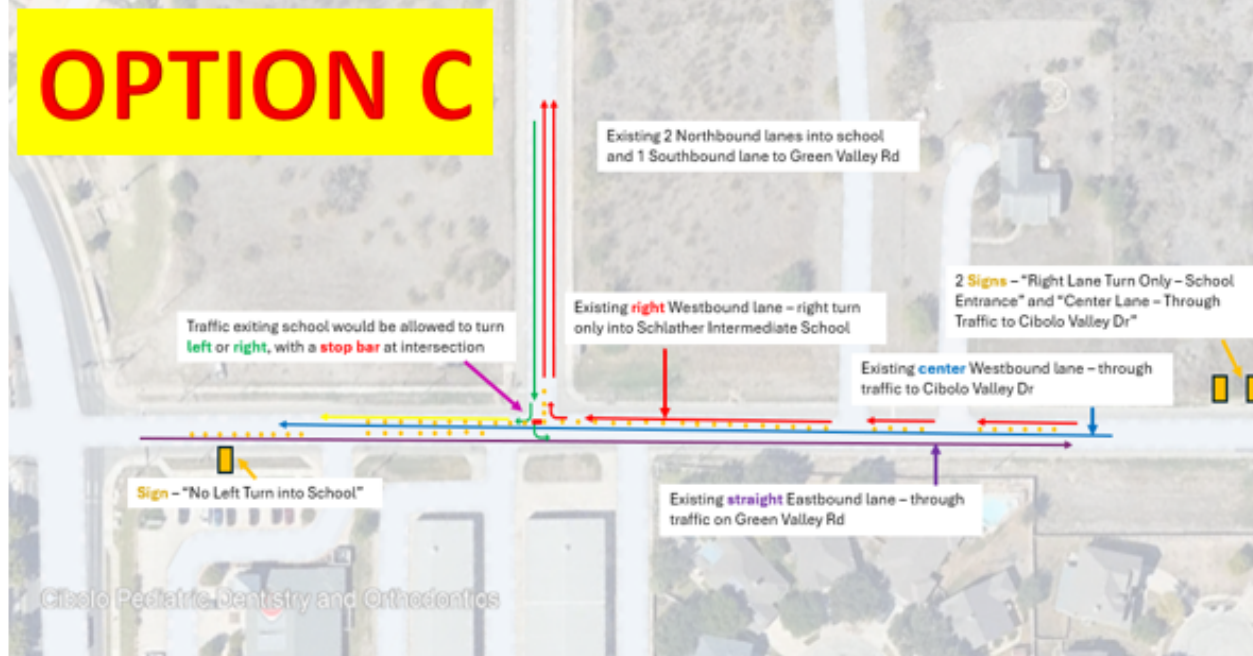
Cost Information

Category	Cost
Construction	\$22,350.00
Contingency 5%	\$1,117.50
Total Cost	\$23,467.50



Project Description

The proposed estimate includes 4" double yellow going Northwest along Green Valley Road, candle stick delineators to be installed to separate school lane from travel lanes. This will also include the refreshing of pavement marking from Elaine S Schlather Pkwy to Town Creek Rd. Estimate does not include asphalt or concrete repairs.



Cost per candlestick: \$33.50



City Council Regular Meeting Staff Report

O. 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, February 11, 2025, 6:30 PM	Discussion/Action Item: 100.
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

[Feb.March 2025.pdf](#)

February



2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 New Councilmember Orientation gam	4	5 Parks Meeting 6:30pm	6 Youth Advisory Council 6:30pm	7	8 Ethics Training 8:30am
9	10	11 Tri County Chamber Luncheon 11:30am 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 Chamber State of the Cities Luncheon 11:15am	19	20 EDC Meeting 6:30pm	21	22
23	24	25 Council Meeting 6:30pm	26	27 Ethics Training 6:30pm Tri County Chamber Mixer 5:30pm	28	

March



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
9	10	11 Tri-County Chamber Luncheon 11:30am Council Meeting 6:30pm	12 Municipal Court P&Z Meeting 6:30pm	13 NEP Meeting 11:30am Historic Meeting 6:30pm	14	15
16	17	18 Chamber Luncheon 11:15am	19	20 EDC Meeting 6:30pm	21 Spring Cleanup 8am- 5pm	22 Spring Cleanup 8am- 5pm
23 Spring Cleanup 8am- 5pm	24	25 Council Meeting 6:30pm	26	27	28 Spring Cleanup 8am- 5pm	29 Spring Cleanup 8am- 5pm
30 Spring Cleanup 8am- 5pm	31					



City Council Regular Meeting Staff Report

A. Approval/Disapproval of an Ordinance authorizing the issuance of the City's Certificates of Obligation, Series 2025 in an amount not to exceed \$11,500,000; providing for the payment thereof by the levy of an Ad Valorem Tax and a Lien on the Pledge of Pledged Revenues; and other matters in connection therewith. (Ms. Miranda/Mr. Quiroga)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Ordinances Item: 11A.
From	
Anna Miranda, Finance Director	

PRIOR CITY COUNCIL ACTION:

City Council approved a financing plan and the Notice of Intent Resolution to issue Certificates of Obligation on December 10, 2024.

BACKGROUND:

The issued bonds will provide funding for the following projects and equipment in FY25:

PROJECT	TYPE	AMOUNT
Town Creek Reconstruction and Sidewalks	Streets	\$ 1,916,911
Deer Creek Boulevard Reconstruction	Streets	2,222,806
Green Valley Road Mill and Overlay	Streets	633,271
Green Valley Road Reconstruction	Streets	441,648
Fire Bird Run Reconstruction	Streets	1,319,497
Silver Wing Mill and Overlay	Streets	737,683
Fire Fleet	Equipment	500,000
Public Works Equipment	Equipment	610,000
Park Improvements	Facilities	750,000
FM 1103 - Knights Crossing contribution	Streets	300,000
FM 1103 Phase 2 - Utility relocation	Streets	2,000,000
Rounding		68,184
Total		\$ 11,500,000

The sale of bonds is by competitive sale and bids are expected to be received on the morning of February 11th. A bond sale presentation will be prepared by our financial advisor and presented to City Council with the results of the bids. Bond counsel will complete the documents by filling in the blanks in the Ordinance with the results of the sale before sending to the Attorney General. Proceeds are anticipated to be received March 12, 2025.

STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance issuing Certificates of Obligation.

FINANCIAL IMPACT:

This issuance of debt was calculated to maximize our debt capacity within the existing debt service tax rate. Therefore, the issuance of the \$11.5 million will not increase the City's FY25 tax rate above \$0.4990, but will be funded within the debt tax rate (Interest & Sinking) portion of \$0.1793.

MOTION(S):

I move to approve/disapprove the Ordinance authorizing the issuance of Certificates of Obligation.

Attachments

[CIBOLO CO ORDINANCE.pdf](#)

[Cibolo CO GO S2025 - TOE.pdf](#)



ORDINANCE NO _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF CIBOLO, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM; COMPLYING WITH THE REQUIREMENTS OF THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Cibolo, Texas (the *City* or the *Issuer*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$ _____ for the purpose of paying contractual obligations of the Issuer to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage improvements and landscaping incidental thereto, (2) acquiring public works (street repair) vehicles and public safety (fire) vehicles, (3) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending City community and parks and recreation facilities that are generally accessible to the public and is part of the City’s park system, (4) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (5) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects (collectively, the *Projects*), and for paying all or a portion of the legal, financial and engineering fees in connection with the Projects and the costs of issuance related to such hereinafter defined Certificates; and

WHEREAS, the notice has been published on the City’s website and duly published in a newspaper hereby found and determined to be of general circulation in the Issuer, once a week for two (2) consecutive weeks, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates of obligation, and the notice was also posted on the City’s website continuously for at least forty-five (45) days before the date set forth the passage of this Ordinance; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary prior to the date tentatively set in such notice for the passage of this Ordinance; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the certificates of obligation, under the terms herein specified, is in the best interests of the City and its residents; and

WHEREAS, the Governing Body hereby finds and determines that certificates of obligation in the principal amount of \$ _____ described in such notice should be issued and sold at this time; now, therefore,

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CIBOLO, TEXAS THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$ _____), to be designated and bear the title of “CITY OF CIBOLO, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025” (the *Certificates*), for the purpose or purposes of paying contractual obligations of the Issuer to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage improvements and landscaping incidental thereto, (2) acquiring public works (street repair) vehicles and public safety (fire) vehicles, (3) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending City community and parks and recreation facilities that are generally accessible to the public and is part of the City’s park system, (4) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (5) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects (collectively, the “Projects”), and for paying all or a portion of the legal, financial and engineering fees in connection with the Projects and the costs of issuance related to such hereinafter defined Certificates; pursuant to the authority conferred by and in conformity with the general laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through 271.064, Chapter 1502, as amended, and Texas Government Code, and the City’s Home Rule Charter.

SECTION 2: Fully Registered Obligations - Authorized Denominations – Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated February 1, 2025 (the *Certificate Date*) and shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on February 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts, from the Closing Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about March 12, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2026.

SECTION 3: Payment of Certificates - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such

payment of principal of, premium if any, and interest on the Certificates shall be without exchange or collection charges to the Holder (hereinafter defined) of the Certificates.

The selection and appointment of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar, for the Certificates is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States or of any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates (the *Holder* or *Holder*s) appearing on the Security Register maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates, shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions

in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* -- which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Certificate appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Certificates. The Certificates stated to mature on February 1, 20__, February 1, 20__, and February 1, 20__ are referred to herein as the “Term Certificates”. The Term Certificates are subject to mandatory sinking fund redemption prior to their Stated Maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

Term Certificates Stated to Mature on February 1, 20__	Term Certificates Stated to Mature on February 1, 20__
<u>Year</u> <u>Principal Amount (\$)</u>	<u>Year</u> <u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

Term Certificates Stated to Mature on February 1, 20__
<u>Year</u> <u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificate of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Certificate Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption. The Certificates having Stated Maturities on and after February 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 1, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem Certificates shall be entered in the minutes of the Governing Body of the Issuer.

D. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Certificates. Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five days prior to the date fixed for redemption of the Certificates, or (2) to transfer or exchange any Certificate selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5: Execution - Registration. The Certificates shall be executed on behalf of the Issuer by its Mayor, or Mayor Pro-Tem, under the seal of the Issuer reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Certificates may be manual, electronic or facsimile. Certificates bearing the manual, electronic, or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Certificates - Predecessor Certificates.

The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates executed on behalf of, and furnished by, the Issuer of authorized denominations and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver the new Certificates executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be *Predecessor Certificates*, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term *Predecessor Certificates* shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7: Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of

\$ _____ with principal installments to become due and payable as provided in Section 2 and numbered T-1 (the *Initial Certificate*), or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 upward, and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificates submitted to the Office of the Attorney General of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or their designee, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall be lettered "R" and numbered consecutively from one (1) upward, for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends, and any reproduction of an opinion of Bond Counsel hereinafter referenced) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF GUADALUPE AND BEXAR
CITY OF CIBOLO, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2025

Certificate Date:
February 1, 2025

Interest Rate:

Stated Maturity:

CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Cibolo, Texas (the *City* or *Issuer*), a body corporate and municipal corporation located primarily in the County of Guadalupe, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about March 12, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*), commencing February 1, 2026.

Principal, and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address

appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Certificates*) pursuant to an Ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose or purposes of paying contractual obligations of the Issuer to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage improvements and landscaping incidental thereto, (2) acquiring public works (street repair) vehicles and public safety (fire) vehicles, (3) acquiring, purchasing, constructing, renovating, improving, equipping, repairing, enlarging and/or extending City community and parks and recreation facilities that are generally accessible to the public and is part of the City's park system, (4) purchasing real property, materials, supplies, equipment, information technology, machinery, landscaping, land, and rights of way for authorized needs and purposes related to the aforementioned capital improvements, and (5) the payment of professional services related to the acquisition, design, construction, project management, and financing of the aforementioned projects (collectively, the "Projects"), and for paying all or a portion of the legal, financial and engineering fees in connection with the Projects and the costs of issuance related to such hereinafter defined Certificates, under and in strict conformity with the general laws of the State of Texas, particularly Chapter 1502, as amended, the Certificate of Obligation Act of 1971, as amended, and Texas Local Government Code, Section 271.041 through 271.064, as amended, and the City's Home Rule Charter.

The Certificates stated to mature on February 1, 20__, February 1, 20__, and February 1, 20__ are referred to herein as the "Term Certificates". The Term Certificates are subject to mandatory sinking fund redemption prior to their Stated Maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in each of the years as set forth below:

Term Certificates Stated to Mature on February 1, 20__	Term Certificates Stated to Mature on February 1, 20__
<u>Year</u> <u>Principal</u> <u>Amount (\$)</u>	<u>Year</u> <u>Principal</u> <u>Amount (\$)</u>

*Payable at Stated Maturity.

Term Certificates
Stated to Mature
on February 1, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificate of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Certificate Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As provided in the Ordinance, the Certificates having Stated Maturities on and after February 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 1, 20__, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days prior written shall be sent to the Holders of the Certificates to be redeemed, given by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price, and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the Issuer, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues (identified and defined in the Ordinance), being a limited amount of the Net Revenues derived from the operation of the Issuer's combined utility system (the *System*), such lien on and pledge of the limited amount of Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of any Prior Lien Obligations and any Additional Prior Obligations; Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the Issuer. In the Ordinance, the Issuer reserves and retains the right to issue Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations (all as identified and defined in the Ordinance), while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the Issuer may issue Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register, upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall

be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of Texas and the Ordinance, and that issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Pledged Revenues as aforestated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of Texas.

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IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal.

CITY OF CIBOLO, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Not to Appear on Printed Certificates.

D. *Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: BOKF, NA, Dallas, Texas, as Paying
Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

F. Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

(1) immediately under the name of the Certificate the headings “Interest Rate _____” and “Stated Maturity _____” shall both be completed “As shown below”;

(2) the first two paragraphs shall read as follows:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of Cibolo, Texas (the *City* or *Issuer*), a body corporate and municipal corporation located primarily in the County of Guadalupe, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above stated to mature on the first day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on or about March 12, 2025), or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*), commencing February 1, 2026.

Principal, and premium, if any, of this Certificate shall be payable to the Holder, upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the-

Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the insurer.

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in such Section, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Obligations* shall mean (i) any bonds; notes, warrants, certificates of obligation or other evidences of indebtedness hereafter issued by the Issuer payable in part from a limited pledge of and lien on Net Revenues of the System being a lien on and pledge of Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations, and any Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the Issuer, which pledge of revenues is limited pursuant to Section 1502.052, as amended, Texas Government Code, all as further provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing as determined by the Governing Body in accordance with any applicable law.

B. The term *Additional Prior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the Issuer that are payable, in whole or in part, from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, and (ii) any obligations hereafter issued to refund the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System as determined by the Governing Body in accordance with any applicable law.

C. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, City Manager, City Secretary, or the Director of Finance (or any successor to any of the aforementioned persons, or any person serving, or in an interim basis, or in an acting position in the indicated capacity).

D. The term *Certificates* shall mean the \$_____ “CITY OF CIBOLO, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025” authorized by this Ordinance.

E. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

F. The term *City* or *Issuer* shall mean the City of Cibolo, Texas, located primarily in the County of Guadalupe, Texas and, where appropriate, the Governing Body of the Issuer.

G. The term *Closing Date* shall mean the date of physical delivery of the Certificates in exchange for the payment of the agreed purchase price for the Certificates.

H. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad, valorem taxes levied each year by the Issuer become delinquent.

I. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

J. The term *Depository* shall mean an official depository bank of the Issuer.

K. The term *Fiscal Year* shall mean the annual financial accounting period for the System ending on September 30th of each year; provided, however, the Governing Body may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

L. The term *Government Securities*, as used herein, shall mean: (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Governing Body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Governing Body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

M. The term *Gross Revenues* for any period shall mean all revenue during such period in respect or on account of the operation or ownership of the System, excluding refundable meter deposits, restricted gifts, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (except the Certificate Fund) created and established for the payment or security of the Certificates.

N. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

O. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being February 1 and August 1 of each year, commencing February 1, 2026, while any of the Certificates remain Outstanding.

P. The term *Junior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the Issuer that are payable in whole or in part from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System, such pledge being junior and inferior to the lien on and pledge of the Net Revenues of the System that may be pledged to the payment of any currently outstanding Prior Lien Obligations or any Additional Prior Lien Obligations hereafter issued by the Issuer, but prior and superior to the lien on and pledge of the Net Revenues of the System that are or will be pledged to the payment of the Certificates, or any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the Issuer all as further provided in Section 20 of this Ordinance and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System as determined by the Governing Body in accordance with any applicable law.

Q. The term *Limited Pledge Obligations* shall mean (i) the Certificates and the outstanding and unpaid obligations of the Issuer that are payable, in part, from and secured by a subordinate and inferior lien on and pledge of a limited amount of the Net Revenues of the System and obligations hereafter issued to refund any of the foregoing as determined by the Governing Body in accordance with any applicable law.

R. The term *Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System not paid from the proceeds of the Certificates, including (1) the cost of all salaries, labor, materials, repairs, and extensions necessary to render efficient service, but only if, in the case of repairs and extensions, they are, in the judgment of the Governing Body (reasonably and fairly exercised), necessary to maintain operation of the System and render adequate service to the Issuer and the inhabitants thereof, or are necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues, (2) payments to pension, retirement, health, hospitalization, and other employee benefit funds for employees of the Issuer engaged in the operation or maintenance of the System, (3) payments under contracts for the purchase of water supply, treatment of sewage, or other materials, goods, or services for the System to the extent authorized by law and the provisions of such contract, (4) payments to auditors, attorneys, and other consultants incurred in complying with the obligations of the Issuer hereunder, and (5) any legal liability of the Issuer arising out of the operation, maintenance, or condition of the System, but excluding any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on the Certificates or other bonds, notes, warrants, or similar obligations of the Issuer payable from Net Revenues.

S. The term *Net Revenues* for any period shall mean the Gross Revenues of the System less the Maintenance and Operating Expenses of the System.

T. The term *Ordinance* shall mean this ordinance as finally passed and adopted by the Governing Body of the Issuer.

U. The term *Outstanding* when used in this Ordinance with respect to the Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the Issuer in accordance with the provisions of Section 29 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Ordinance.

V. The term *Pledged Revenues* shall mean, while the Certificates remain Outstanding, an amount of Net Revenues not in excess of \$1,000. The Pledged Revenues shall be deposited, allocated, and expended in accordance with Section 10 of this Ordinance.

W. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that may be transferred in whole or in part by the Issuer in any given Fiscal Year (however, any amounts transferred prior to the final maturity date of the Certificates may not exceed the total amount of \$1,000) to the Certificate Fund.

X. The term *Prior Lien Obligations* shall mean (i) the outstanding and unpaid obligations of the Issuer and any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the Issuer that are payable in whole or in part from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, designated as follows:

(1) City of Cibolo, Texas Utility System Revenue Bonds, Series 2006, dated February 1, 2006, issued in the original principal amount of \$3,000,000;

(2) City of Cibolo, Texas Utility System Revenue Refunding Bonds, Series 2021, dated August 1, 2021, issued in the original principal amount of \$4,195,000; and

(3) any obligations hereafter issued to refund the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System as determined by the Governing Body in accordance with any applicable law.

Y. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Ordinance.

Z. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on February 1 of each year the Certificates are Outstanding, as set forth in Section 2 of this Ordinance.

AA. The term *Subordinate Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the Issuer that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues of the System that may be pledged to the payment of any the currently outstanding Prior Lien Obligations or any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the Issuer, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the Certificates or any Additional Limited Pledge Obligations hereafter issued by the Issuer, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues as determined by the Governing Body in accordance with any applicable law.

BB. The term *System* shall mean all properties, facilities and plants currently owned, operated, and maintained by the Issuer for the supply, treatment, and transmission of treated potable water, for the collection and treatment of wastewater, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the Issuer, and the Issuer expressly reserves the right at its sole discretion to include additional utility, telecommunications, technology, or similar enterprise services as components of the System; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the Issuer with the proceeds from the issuance of *Special Facilities Bonds*, which are hereby defined as being special revenue obligations of the Issuer which are not payable from Net Revenues but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the Prior Lien Obligations including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10: Certificate Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated "COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025, INTEREST AND SINKING FUND" (the *Certificate Fund*) which fund shall be kept and maintained at the Depository, and money deposited in the Certificate Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium if any, and interest on the Certificates as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause

immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

The Issuer, at its sole discretion, may deposit the Pledged Revenue Amount to the Certificate Fund. The Pledged Revenue Amount, if deposited, shall be expended annually to pay principal and interest on the Certificates as the same become due and payable. This Pledged Revenue Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States, obligations guaranteed or insured by the United States, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current fiscal year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The Governing Body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the Issuer.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the Governing Body establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Governing Body shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the ad valorem taxes then to be levied and the Collection Date for the ad valorem taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, or any other lawfully available funds, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues or other lawfully available funds, if any, to be appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12: Pledge of Pledged Revenues. The Issuer hereby covenants and agrees that, subject to any prior lien on and pledge of the Net Revenues of the System to the payment and security of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the Issuer, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the Issuer.

SECTION 13: System Fund. The Issuer hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the Issuer and shall be deposited as collected into the "CITY OF CIBOLO, TEXAS UTILITY SYSTEM FUND" (the *System Fund*). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

- First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or ordinances authorizing the issuance

of any indebtedness of the Issuer to be a first charge on and claim against the Gross Revenues of the System;

- Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the Issuer in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Junior Lien Obligations hereafter issued by the Issuer in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Fourth: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations hereafter issued by the Issuer in accordance with the terms and provisions of any ordinance authorizing their issuance; and
- Fifth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of the currently outstanding Limited Pledge Obligations, including the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the Issuer in accordance with the terms and provisions of any ordinances authorizing their issuance.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other Issuer purpose now or hereafter permitted by law.

SECTION 14: Deposits to Certificate Fund — Surplus Certificate Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of the (i) currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the Issuer; and (ii) the currently outstanding Limited Pledge Obligations, including the Certificates, and any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 15: Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as

provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16: Maintenance of System — Insurance. The Issuer covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of Texas. All money received from losses under such insurance policies, other than public liability policies, are held for the benefit of the Holders of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the Issuer to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the Issuer from doing so.

SECTION 17: Rates and Charges. The Issuer hereby covenants and agrees with the Holders of the Certificates that rates and charges for utility services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses; provided, however, that the Issuer expressly reserves the right to utilize other lawfully available funds to pay the Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the Issuer as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof; (ii) the interest on and principal of any Junior Lien Obligations hereafter issued by the Issuer as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (iii) the interest on and principal of any Subordinate Lien Obligations hereafter issued by the Issuer as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iv) the amounts that may be deposited in the special funds established for the payment of the currently outstanding Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the Issuer; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18: Records and Accounts — Annual Audit. The Issuer further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by Chapter 1502, as amended, Texas Government Code, or other applicable law. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and all properties comprising the same. The Issuer further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20: Issuance of Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The Issuer hereby expressly reserves the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Additional Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System;

B. Junior Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is junior and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the Issuer, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the Issuer;

C. Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge

thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the Issuer, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the Issuer;

D. Additional Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph; and

E. Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of the currently outstanding Limited Pledge Obligations and the Certificates) upon such terms and conditions as the Governing Body may determine. Additional Limited Pledge Obligations, if issued and payable, in whole or in part, from Pledged Revenues (defined in the same or similar terms as provided in Section 9 of this Ordinance), shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance to be budgeted and appropriated for the payment of the Certificates. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of the Certificates, and any Additional Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of the currently outstanding Prior Lien Obligations, and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the Issuer.

SECTION 21: Special Covenants. The Issuer hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of Texas, including power existing under Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and the City's Home Rule Charter;

B. other than for the payment of the currently outstanding Prior Lien Obligations, and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the Issuer or of the System;

C. as long as any Certificates or any interest thereon remain Outstanding, the Issuer will not sell, lease or encumber (except in the manner provided in Section 20 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

D. to the extent that it legally may, the Issuer further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing utility systems other than those owned by the Issuer, and the operation of any such systems by anyone other than the Issuer is hereby prohibited; and

E. no free service of the System shall be allowed, and should the Issuer or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the Issuer out of funds from sources other than the revenues and income of the System.

SECTION 22: Application of the Covenants and Agreements of any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations. It is the intention of the Governing Body and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administration and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the Issuer, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance, especially the priority of rights and benefits conferred thereby to the holders of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the Issuer. It is expressly recognized that prior to the issuance of any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations, the Issuer must comply with each condition precedent contained in the respective ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations and the Certificates, as appropriate.

SECTION 23: Notices to Holders — Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying

Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated; destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26: Certificates - Approval Authorization of an Official Bid Form – Approval of the Official Statement - Use of Certificate Proceeds. The Certificates authorized by this Ordinance are hereby sold by the Issuer to _____, _____, _____, as the as the authorized representative of the initial purchasers of the Certificates at a competitive sale (the *Purchasers*, having all of the rights, benefits, duties, and obligations of a Holder), in accordance with the provisions of an Official Bid Form (the *Official Bid Form*), dated February 11, 2025, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at a price of par, plus a reoffering premium of \$ _____, less the Purchasers' compensation of \$ _____), and [no] accrued interest. The Initial Certificate shall be registered in the name of Purchasers. It is hereby officially found, determined, and declared that the Purchasers are the lowest bidder for the Certificates and as a result of invitations for competitive bids in compliance with applicable law. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer.

Furthermore, the Issuer hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated February 11, 2025, in the reoffering, sale and delivery of the Certificates to the public. The Mayor and of City Secretary of the Governing Body are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually, facsimile, or electronically executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

Proceeds derived from the sale of the Certificates (after paying remaining costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Certificates and used to pay costs of such projects. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Ordinance.

SECTION 27: Covenants Regarding Tax Exemption of Interest on the Certificates.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of Section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as “private activity bonds” within the meaning of Section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of Section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior certificates to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of Section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of Section 148(f) of the Code and to pay to the United States, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States, and such fund shall not be subject to the claim of any other person, including without limitation the certificate holders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

(c) Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates and any replacement funds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any member of the Commissioners Court and any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the *Project*) on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an

opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Governing Body hereby adopts and establishes the instructions attached hereto as Exhibit C as the Issuer's written procedures.

SECTION 28: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of Texas, the registration thereof by the Comptroller of Public Accounts of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, either individually or any combination of them, is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of Texas and their registration by the Comptroller of Public Accounts of Texas and, together with the Issuer's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an

authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amounts thereof, on and prior to the Stated Maturity therefor or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificate. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of Section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the, unclaimed property laws of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30: Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the Issuer is hereby approved and authorized.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33: Ordinance a Contract Amendments - Outstanding Certificates. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, binding on the Issuer and its successors and assigns, and it shall not be amended or repealed by the Issuer so long as any Certificate remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, Paying Agent/Registrar, and the Holders.

SECTION 35: Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 36: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of Texas and the United States.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and

the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provisions.

SECTION 38: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true; and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body of the Issuer.

SECTION 40: Authorization of Paying Agent/Registrar Agreement. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 42: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 43: No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

SECTION 44: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

B. Annual Reports.

The Issuer shall file annually with the MSRB, within twelve months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 26 of this Ordinance being the information described in Exhibit D hereto and if not provided as part of such financial information and operating data, audited financial statements of the Issuer, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available. Under current Texas law, including, but not limited to, Chapter 115, as amended, Texas Local Government Code, the Issuer must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the Director of Finance within 365 days after the last day of the Issuer's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the Issuer changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The Issuer shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificate, or other material events affecting the tax status of the Certificate;
- (7) Modifications to rights of Holders of the Certificate, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing payment of the Certificate, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing Governing Body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental

authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

D. Limitations, Disclaimers, and Amendments.

The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Certificates to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificate, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an

amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificate. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificate, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. If the Issuer so amends the provisions of this Section, the Issuer shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Certificates is subject to the provisions of the Rule and because the potential “underwriters” in the sale of the Certificates may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit E, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and

any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 45: Book-Entry-Only System.

The Certificates shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificate described in Section 7) in the form of a single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee

of DTC. At that time, the Issuer may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 46: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Official Bid Form, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Certificates while the Certificates are outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 47: Contracts with Financial Advisor. The Governing Body authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Specialized Public Finance Inc., as the financial advisor to the Issuer (the *Financial Advisor*). The Issuer understands that under applicable federal securities laws and regulations that the Issuer must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates.

SECTION 48: Perfection of Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the associated pledge thereof, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge thereof granted by the Issuer is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in this pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under

Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

SECTION 49: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in Section 501(c)(6) of the Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 50: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * *

PASSED AND ADOPTED by the City Council of the City of Cibolo, Texas, this the 11th day of February, 2025.

CITY OF CIBOLO, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Official Bid Form
Exhibit C	Written Procedures – Compliance with Federal Tax Certificate
Exhibit D	Description of Annual Financial Information
Exhibit E	General Policies and Procedures Concerning Compliance with the Rule
Exhibit F	DTC Letter of Representations

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EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. _

EXHIBIT B

Official Bid Form

See Tab No. _

EXHIBIT C

Written Procedures Relating to Continuing Compliance with Federal Tax Covenants

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the Issuer's Director of Finance (the *Responsible Person*), will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under Section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Certificates are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT D

Description of Annual Financial Information

The following information is referred to in Section 44 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The City's audited financial information for the most recently concluded fiscal year or to the extent the audited financial information is not available, the unaudited financial information of the City for the most recently concluded fiscal year.

2. The quantitative financial information and operating data with respect to the City of the general type included in Appendix A of the Official Statement, which is customarily prepared by the City and publicly available.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT E

General Policies and Procedures Concerning Compliance with the Rule

- I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 44 of the Ordinance. “Certificates” refers to the Certificates that are the subject of the Ordinance to which this Exhibit is attached.
- II. As a capital markets participant, the Issuer is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the Issuer’s compliance with the Rule.
- III. The Issuer is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 44C of the Ordinance, which provisions are a part of the Undertaking.
- IV. The Issuer is aware that “participating underwriters” (as such term is defined in the Rule) of the Certificates must make inquiry and reasonably believe that the Issuer is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.
- V. The Issuer now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the Issuer’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the Issuer’s obligations under the Rule, the advice from and discussions with the Issuer’s internal senior staff (including staff charged with administering the Issuer’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):
 - (1) the Director of Finance of the City (the *Compliance Officer*) shall be responsible for satisfying the Issuer’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
 - (2) the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the Issuer’s information of the type described in Section 44B of the Ordinance;

(3) the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 44C of the Ordinance;

(4) the Compliance Officer shall work with external consultants of the Issuer, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the Issuer and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

(5) the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Certificates;

(6) upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any Issuer agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

(7) the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the Issuer; and

(8) the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the Issuer’s internal staff identified by the Compliance Officer to assist with the Issuer’s satisfaction of the terms and provisions of the Undertaking.

EXHIBIT F

DTC Letter of Representations

See Tab No. _

City of Cibolo, Texas
\$11,500,000* Certificates of Obligation, Series 2025
\$2,000,000* General Obligation Bonds, Series 2025
(Guadalupe County, Texas)

Timetable of Events

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date

Event

- Tuesday, December 10, 2024** • **City Council approves a Financing Plan (CO & GO) and Notice of Intent Resolution for the issuance of the Obligations (CO).**
- Thursday, December 12, 2024** • Request rating from S&P Global Ratings.
- Wednesday, December 18, 2024** • **First Publication of the Notice of Intent Resolution and City posts it on their website.**
- Wednesday, December 25, 2024** • **Second Publication of the Notice of Intent Resolution.**
- Friday, January 3, 2025** • Send 1st draft of Notice of Sale/Preliminary Official Statement (“NOS/POS”) to Bond Counsel.
- Friday, January 10, 2025** • 1st draft of NOS/POS comments due from Bond Counsel.
- Tuesday, January 14, 2025** • Send 2nd draft of the NOS/POS to all parties.
- Wednesday, January 22, 2025** • 2nd draft of the NOS/POS comments due from all parties.
- TBD** • Rating Agency Conference Call.
- Friday, January 24, 2025** • Rating due from S&P.
- Tuesday, January 28, 2025** • NOS/POS to distribution list and post on website. Order CUSIPs.
- Tuesday, February 11, 2025** • **Bids received for the Obligations and Bonds; Execution of the Official Bid Forms.**
- Wednesday, February 19, 2025** • Send transcript to Texas Attorney General.
- Wednesday, March 5, 2025** • Receive Texas Attorney General Preliminary Approval Letter.
- Wednesday, March 12, 2025** • Closing. Delivery of the Obligations and Receipt of Proceeds.

**Preliminary, subject to change.*



City Council Regular Meeting Staff Report

B. Approval/Disapproval of an Ordinance authorizing the issuance of the City's General Obligation Bonds, Series 2025 in the approximate amount of \$2,000,000; providing for the payment thereof by the levy of an Ad Valorem Tax; and other matters in connection therewith. (Ms. Miranda/Mr. Quiroga)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Ordinances Item: 11B.
From	
Anna Miranda, Finance Director	

PRIOR CITY COUNCIL ACTION:

City Council authorized a bond election which was approved by the voters on November 5, 2024. Proposition A for the Animal Services Facility in the amount of \$9 million and Proposition B for the Public Safety facility in the amount of \$17.1 million.

On December 10, 2024, City Council approved a financing plan to issue General Obligation Bonds for \$2,000,000 for the first tranche of bonds.

BACKGROUND:

The first tranche is proposed to be issued for:

- \$1 million for Proposition A to select an architect and begin the design process, and
- \$1 million for Proposition B to extend wastewater to the facility site and begin the construction bidding process.

The sale of bonds is by competitive sale and bids are expected to be received on the morning of February 11th. A bond sale presentation will be prepared by our financial advisor and presented to City Council with the results of the bids. Bond counsel will complete the documents by filling in the blanks in the Ordinance with the results of the sale before sending to the Attorney General. Proceeds are anticipated to be received March 12, 2025.

STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance authorizing the sale of General Obligation Bonds.

FINANCIAL IMPACT:

The estimated tax rate impact of 0.37-cents is based on assumption of 4% growth in assessed values for next year. The actual tax impact may be higher or lower based on actual growth in assessed values. City Council will have an opportunity to decide whether or not to increase the overall tax rate when FY26 tax rate calculations are made next year.

MOTION(S):

I move to approve/disapprove the Ordinance authorizing the sale of General Obligation Bonds.

Attachments

[CIBOLO BOND ORDINANCE.pdf](#)

[Cibolo CO GO S2025 - TOE.pdf](#)



ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF CIBOLO, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF THE OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM; COMPLYING WITH THE PROVISIONS OF THE DEPOSITORY TRUST COMPANY’S LETTER OF REPRESENTATIONS; ENACTING OTHER PROVISIONS INCIDENT AND RELATED TO THE SUBJECT AND PURPOSE OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Cibolo, Texas (the *Issuer* or the *City*) hereby finds and determines that new money general obligation bonds of the Issuer in the total principal amount of \$ _____ (plus the allocation of a portion of the [net] reoffering premium in the amount of \$ _____, to aggregate \$ _____) of the hereinafter-described voter authorization should be issued and sold at this time, being the first installment of general obligation bonds approved and authorized to be issued at an election held on November 5, 2024 (the *Election*), the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this ordinance, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof being as follows:

<u>Date Voted</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Previously Issued Bonds</u>	<u>Bonds Issued Herein</u>	<u>Premium Allocated to Bonds</u>	<u>Amount Unissued</u>
11/05/2024	Animal Shelter	\$9,000,000	-	\$ _____	\$ _____	\$ _____
11/05/2024	Public Safety Facility	<u>17,065,000</u>	-	\$ _____	\$ _____	\$ _____
		<u>\$26,065,000</u>	-	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>

* Includes the Bonds and certain [net] premium allocations.

WHEREAS, the Governing Body intends to issue an aggregate principal of \$ _____ in general obligation bonds the proceeds of which will be utilized for the purpose of: (i) designing, acquiring, constructing, purchasing, renovating, improving, upgrading,

updating, enlarging, demolishing, and equipping an animal shelter, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping, such bonds to mature serially or otherwise; (ii) designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping a public safety facility and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping; and (iii) payment of the costs of issuance of the Bonds; and

WHEREAS, the Governing Body has determined that the issuance of general obligation bonds is in the best interest of the City and its residents; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CIBOLO THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$_____) to be designated and bear the title “CITY OF CIBOLO, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025” (the *Bonds*), for the purpose of (i) designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping an animal shelter, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping, such bonds to mature serially or otherwise; (ii) designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping a public safety facility and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping; and (iii) payment of the costs of issuance of the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1331, as amended, Texas Government Code, the Home Rule Charter of the Issuer, this Ordinance adopted by the Governing Body on February 11, 2025.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Bond Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated February 1, 2025 (the *Bond Date*), shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward, and principal shall become due and payable on February 1 in each of the years and in the amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum, in accordance with the following schedule:

Years of
Stated Maturity

Principal
Amounts (\$)

Interest
Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about March 12, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable February 1 and August 1 in each year (each, an *Interest Payment Date*), commencing February 1, 2026.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as Exhibit A, and

such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds, shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding each Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record

Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on February 1, 20__, and February 1, 20__ are referred to herein as “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to its Stated Maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ in the years as set forth below:

Term Bonds Stated to Mature on February 1, 20__	Term Bonds Stated to Mature on February 1, 20__
<u>Year</u> <u>Principal Amount (\$)</u>	<u>Year</u> <u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after February 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 1, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the Governing Body of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however, such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by its Mayor, or the Mayor Pro Tem of the Governing Body under the seal of the Issuer reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual, electronic or facsimile. Bonds bearing the manual or

facsimile signatures of individuals who are or were the proper officers of the Issuer on the Bond Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code. Upon payment for the Initial Bond, the Comptroller or the Paying Agent/Registrar (whichever entity has custody of the Initial Bond) shall cancel the Initial Bond. Thereupon, the Paying Agent/Registrar shall deliver to the Depository Trust Company on behalf of such Purchaser one registered definitive Bond for each year of maturity of the Bond, in the aggregate principal amount of all the Bonds for such Stated Maturity.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of Texas or his duly authorized agent by manual, facsimile, or electronic signature or otherwise, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 6: Registration – Transfer – Exchange of Bonds – Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his/her duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his/her duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his/her request, risk, and expense, and upon the delivery thereof, the same shall be the valid

obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 16 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 20 hereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates or stated yields, as applicable, and lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of Texas, the Registration Certificate of Paying Agent/Registrar, and the Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends, in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced

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G. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF GUADALUPE AND BEXAR
CITY OF CIBOLO, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2025

Bond Date: February 1, 2025 Interest Rate: Stated Maturity: CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Cibolo, Texas (the *Issuer*), a body corporate and municipal corporation located primarily in the County of Guadalupe, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Bond Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an *Interest Payment Date*), commencing February 1, 2026.

Principal and premium, if any, of this Bond shall be payable to the Holder hereof upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose of (i) the purposes authorized under the Election; and (ii) paying the costs of issuance the Bonds in conformity with the Election and laws of the State of Texas, including Chapters 1251 and 1331, as amended, Texas Government Code. and the Home Rule Charter of the Issuer.

The Bonds stated to mature on February 1, 20__, and February 1, 20__ are referred to herein as “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to its Stated Maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 1 in the years as set forth below:

Term Bonds Stated to Mature on February 1, 20__		Term Bonds Stated to Mature on February 1, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As stated in the Ordinance, the Bonds stated to mature on and after February 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 1, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days’ prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed

balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Ordinance.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

The Bonds of this series are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the Issuer.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned to them in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a

new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the general laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of Texas and the Ordinance, and that the Bonds do not exceed any constitutional or statutory limitations; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Issuer has caused this Bond to be duly executed under its official seal.

CITY OF CIBOLO, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Ordinance; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: BOKF, NA, Dallas, Texas, as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee):

(Social Security or other identifying number):

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

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F. Form of Initial Bond. The Initial Bond shall be in the form set forth in subsection B of this Section, except as follows:

Heading and the first two paragraphs shall be amended to read as follows:

REGISTERED
NO. T-1

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF GUADALUPE AND BEXAR
CITY OF CIBOLO, TEXAS
GENERAL OBLIGATION BOND, SERIES 2025

Bond Date: February 1, 2025 Interest Rate: "As Shown Below" Stated Maturity: "As Shown Below" CUSIP NO: _____

The City of Cibolo, Texas (the *Issuer*), a body corporate and municipal corporation located primarily in the County of Guadalupe, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the first day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
--------------------------------	------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Bond Date or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable semiannually on February 1 and August 1 of each year (each, an *Interest Payment Date*), commencing February 1, 2026.

Principal, and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the

appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Purchasers, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer.

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, certain terms used in Section 36 of this Ordinance have the meanings assigned to them in such Sections, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein,” “hereof,” and “hereunder,” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Official* shall mean each of the Mayor, Mayor Pro-Tem, City Manager, City Secretary, or the Director of Finance (or any successor to any of the aforementioned persons, or any person serving, or in an interim basis, or in an acting position in the indicated capacity).

B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

C. The term Bonds shall mean the \$ _____ “CITY OF CIBOLO, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025” authorized by this Ordinance.

D. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

E. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

F. The term *Depository* shall mean an official depository bank of the Issuer.

G. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Governing Body of the Issuer adopts or approves the proceedings authorizing

the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Governing Body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (iv) any additional securities and obligations hereafter authorized by the laws of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds

H. The term *Holder or Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

I. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being semiannually on February 1 and August 1 of each year, commencing February 1, 2025, while any of the Bonds remain Outstanding.

J. The term *Ordinance* shall mean this ordinance adopted by the Governing Body of the Issuer on the date hereof.

K. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Ordinance, except those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation; those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 18 of this Ordinance; and those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 16 of this Ordinance.

L. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 20 of this Ordinance.

M. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 1 of each year as set forth in Section 2 of this Ordinance.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated “CITY OF CIBOLO, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025, INTEREST AND SINKING FUND” (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer’s depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 17. Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the fifteenth day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Ordinance may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States, obligations guaranteed or insured by the United States, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Small Business Administration, or Federal Housing Administration; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of the Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds, as the same becomes due and payable, and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding, full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund, and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest on the Bonds received from the Purchasers , if any, and any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Ordinance.

SECTION 13: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of Texas, the Issuer covenants and agrees particularly that in the event the Issuer: (i) defaults in the payments to be made to the Bond Fund; or (ii) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

SECTION 14: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 15: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 16: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond; and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including

attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 17: Covenants Regarding Tax Exemption of Interest on the Bonds.

A. Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10% of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10% of the proceeds of the Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Bonds, in contravention of Section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent (5%) of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if and, if any) then the amount in excess of 5 percent (5%) is used for a "private business use" which is "related" and not "disproportionate," within the meaning of Section 141(b)(3) of the Code, to the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent (5%) of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of Section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with -

(a) proceeds of the Bonds invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of ninety (90) days or less until such proceeds are needed for the purpose for which the bonds are issued,

(b) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10% of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of Section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90% of the "Excess Earnings," within the meaning of Section 148(f) of the Code, and to pay to the United States, not later than 60 days after the Bonds have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

B. Rebate Fund. In order to facilitate compliance with the above covenant (9), a "*Rebate Fund*" is hereby established by the City for the sole benefit of the United States, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

C. Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City

will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

D. Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit C as the City's written procedures.

SECTION 18: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes

levied and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof on or prior to Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, at the Stated Maturity thereof. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code (as defined in Section 17 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in clause (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of clause (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 19: Ordinance a Contract – Amendments – Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material

inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Issuer, and its successors and assigns, and it shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds; (2) give any preference to any Bond over any other Bond; or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 20: Sale of Bonds at a Competitive Sale – Authorization of Bid Form and Notice of Sale – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the City to _____, _____, _____, as the authorized representative of a group of underwriters at a competitive sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of an Official Bid Form (the *Official Bid Form*), dated _____, 2025, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes. It is hereby officially found, determined, and declared that the Purchasers are the lowest bidder for the Bonds and as a result of invitations for competitive bids in compliance with applicable law. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of _____. Any Authorized Official is hereby authorized and directed to execute the Bid Form for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Bid Form, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Bid Form are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Bid Form.

Furthermore, the Issuer hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, (together with such changes approved by an Authorized Official), shall be and is hereby in all respects approved, and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____, 2025, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary of the Issuer are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually, facsimile, or

electronically executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. Accrued interest in the amount of \$ _____ shall be deposited into the Bond Fund.

B. The Issuer received a [net] reoffering premium from the sale of the Bonds of \$ _____, which is hereby allocated by the Issuer in the following manner: (1) \$ _____ to pay the Purchasers' compensation; (2) \$ _____ shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds; (3) \$ _____ shall be used to pay certain costs of issuance; and (4) \$ _____ shall be deposited into the Bond Fund as capitalized interest; and

C. The balance of the proceeds derived from the sale of the Bonds (including the portion of the net reoffering premium in the amount of \$ _____, as described in paragraph A above and principal amount of \$ _____ derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph B above) shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Issuer's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 21: Control and Custody of Bonds. The Mayor of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of Texas, including the printing and supply of definitive Bonds and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official, is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., San Antonio,

Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, Purchasers, and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters herein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 28: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 29: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 30: Authorization of Paying Agent/Registrar Agreement. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, exchange, transferability, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Ordinance.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Ordinance are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body of the Issuer.

SECTION 32: Book-Entry-Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (the *DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption; or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that: (i) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter; (ii) the Representation Letter shall be terminated for any reason; or (iii) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to

the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 33: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the Issuer or any person executing any Bond.

SECTION 36: Continuing Disclosure Undertaking.

A. Definitions.

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the Issuer's continuing disclosure undertaking, described in subsections B through F below, hereunder accepted and entered into by the Issuer for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, within six months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 26 of this Ordinance being the information described in Exhibit D hereto and if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available. Under current Texas law, including, but not limited to, Chapter 115, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the Director of Finance within 365 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The Issuer shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets

or business of the Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments. The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and State securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or

sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended, and (b) any amendments or interpretations of the Rule. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in the sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit E, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The

Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 37: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Official Bid Form, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to: (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 38: Perfection of Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the associated pledge thereof, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge thereof granted by the Issuer is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in this pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

SECTION 39: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in Section 501(c)(6) of the Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or the Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 40: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * * * *

PASSED, APPROVED AND ADOPTED on the 11th day of February, 2025.

CITY OF CIBOLO, TEXAS

Mayor

ATTEST:

City Clerk

(CITY SEAL)

INDEX TO EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Official Bid Form
Exhibit C	Written Procedures Relating to Continuing Compliance with Federal Tax Covenants
Exhibit D	Description of Annual Financial Information
Exhibit E	General Policies and Procedures Concerning Compliance with the Rule
Exhibit F	DTC Letter of Representations

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. _

EXHIBIT B

Official Bid Form

See Tab No. _

EXHIBIT C

Written Procedures Relating to Continuing Compliance with Federal Tax Covenants

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the Issuer's Director of Finance (the *Responsible Person*), will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under Section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Certificates are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 36 of this Ordinance.

A. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the unaudited financial statements of the City for the most recently concluded fiscal year.

2. The quantitative financial information and operating data with respect to the City of the general type included in Appendix A of the Official Statement, which is customarily prepared by the City and publicly available.

B. Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT E

GENERAL POLICIES AND PROCEDURES CONCERNING COMPLIANCE WITH THE RULE

- I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 36 of the Ordinance. *Bonds* refer to the Bonds that are the subject of the Ordinance to which this Exhibit is attached.
- II. As a capital markets participant, the Issuer is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the Issuer's compliance with the Rule.
- III. The Issuer is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 36C of the Ordinance, which provisions are a part of the Undertaking.
- IV. The Issuer is aware that "participating underwriters" (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the Issuer is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.
- V. The Issuer now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the Issuer's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the Issuer's obligations under the Rule, the advice from and discussions with the Issuer's internal senior staff (including staff charged with administering the Issuer's financial affairs), its co-municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):
 - (1) The Director of Finance of the City (the *Compliance Officer*) shall be responsible for satisfying the Issuer's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
 - (2) the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the Issuer's information of the type described in Section 36B of the Ordinance;

- (3) the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 36C of the Ordinance;
- (4) the Compliance Officer shall work with external consultants of the Issuer, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the Issuer and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
- (5) the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
- (6) upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any Issuer agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
- (7) the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the Issuer; and
- (8) the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the Issuer’s internal staff identified by the Compliance Officer to assist with the Issuer’s satisfaction of the terms and provisions of the Undertaking.

EXHIBIT F

DTC Letter of Representations

See Tab No. _

City of Cibolo, Texas
\$11,500,000* Certificates of Obligation, Series 2025
\$2,000,000* General Obligation Bonds, Series 2025
(Guadalupe County, Texas)

Timetable of Events

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date

Event

- Tuesday, December 10, 2024** • **City Council approves a Financing Plan (CO & GO) and Notice of Intent Resolution for the issuance of the Obligations (CO).**
- Thursday, December 12, 2024** • Request rating from S&P Global Ratings.
- Wednesday, December 18, 2024** • **First Publication of the Notice of Intent Resolution and City posts it on their website.**
- Wednesday, December 25, 2024** • **Second Publication of the Notice of Intent Resolution.**
- Friday, January 3, 2025** • Send 1st draft of Notice of Sale/Preliminary Official Statement (“NOS/POS”) to Bond Counsel.
- Friday, January 10, 2025** • 1st draft of NOS/POS comments due from Bond Counsel.
- Tuesday, January 14, 2025** • Send 2nd draft of the NOS/POS to all parties.
- Wednesday, January 22, 2025** • 2nd draft of the NOS/POS comments due from all parties.
- TBD** • Rating Agency Conference Call.
- Friday, January 24, 2025** • Rating due from S&P.
- Tuesday, January 28, 2025** • NOS/POS to distribution list and post on website. Order CUSIPs.
- Tuesday, February 11, 2025** • **Bids received for the Obligations and Bonds; Execution of the Official Bid Forms.**
- Wednesday, February 19, 2025** • Send transcript to Texas Attorney General.
- Wednesday, March 5, 2025** • Receive Texas Attorney General Preliminary Approval Letter.
- Wednesday, March 12, 2025** • Closing. Delivery of the Obligations and Receipt of Proceeds.

**Preliminary, subject to change.*



City Council Regular Meeting Staff Report

C. Approval/Disapproval of an Ordinance for a Conditional Use Permit request to allow Convenience Storage use for 3.93 acres out of a 12.7630 acre-tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARSON 12.7630 AC. (Mr. Spencer)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Ordinances Item: 11C.
From	
Eron Spencer, Assistant Planning Director	
Staff Contact(s)	
Eron Spencer,	

PLANNING & ZONING COMMISSION ACTION: Approval with conditions by 7-0

PROPERTY INFORMATION:

Project Name: CUP-24-04
 Owner: David Marbach
 Representative: Jonathan McNamara, Matkin Hoover Engineering
 Location/Area: 21105 Old Wiederstein Road, 12.7630 acres
 Council Place: 1
[Future Land Use:](#) Community Residential
[Existing Zoning:](#) General Retail/Office (C-3)
 Requested Zoning: Conditional Use Permit (CUP)
 Proposed Use: Convenience Storage

PRIOR CITY COUNCIL ACTION:

At its October 15, 2024, regular meeting, City Council tabled this agenda item to give the applicant an opportunity to provide architectural renderings of the proposed Convenience Storage facility and to clarify details regarding the detention pond, emergency access, and property lighting.

FINDINGS:

The property, 21105 Old Wiederstein Road, is generally located west of the intersection of Old Wiederstein Road and FM 1103. It is within the General Retail/Office (C-3) zoning district. West of the property is a homestead within the Low Density Single-Family (SF-2) residential zoning district. North of the property are commercial and residential uses outside of the corporate limits of the City of Cibolo, within the city limits of the City of Schertz. The remaining surrounding properties within Cibolo city limits are zoned C-3.

Under Section 1.12 of the Unified Development Code (UDC), Convenience Storage is defined as:

Convenience Storage.

Storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini warehousing.

Per Section 13.3 of the UDC, Convenience Storage is listed in the table of permitted uses as a use that is allowed in a General Retail/Office (C-3) zoning district with the approval of a Conditional Use Permit (CUP). Therefore, a CUP is required to allow Convenience Storage as the use is not permitted by right on this property.

The applicant is proposing a three-story, 129,600-square-foot Convenience Storage facility on 3.93 acres out of the 12.763-acre tract as part of a large-scale commercial development on the remainder of the property. The proposed facility is intended to consist of 850-900 storage units.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on July 21, 2024, and the [City Website](#). Individual letters were sent by mail to 24 property owners within 200 feet of the subject property. To date, staff has received two (2) letters of support from property owners within the 200-foot radius, with zero (0) letters of opposition. The applicant also submitted four (4) additional letters of support from individuals involved in the project, including the property owner, architect, engineer, and capital partner. This brings the total number of support letters received to six (6).

Public Hearings were scheduled and held on August 14, 2024 (Planning & Zoning Commission), and on August 27, 2024 (City Council).

STAFF RECOMMENDED CONDITIONS:

Staff recommends, should Council approve the CUP for Convenience Storage use for property located at 21105 Old Wiederstein Road, that it be subject to the following conditions:

1. Site Plan – A site plan in compliance with UDC Sec. 12.3.2 must be submitted for review and shall not substantially deviate from the concept plan approved with the CUP.
2. Building & Fire Codes – Applicant must comply with all Building and Fire Code requirements.
3. 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.
4. Additional Uses – No other conditional uses are allowed under this conditional use permit.
5. Recordation of Plat – A subdivision plat must be submitted for review and approval with the City of Cibolo and recorded upon completion.
6. Retail/Office (C-3) Regulations – All regulations of the Retail/Office (C-3) Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
7. Review fees – All fees associated with the review and processing of the application must be paid in full.
8. CUP Applicability – This Conditional Use Permit for Convenience Storage applies only to the 3.93-acre portion of the 12.7630-acre tract, described as part of the J N Richardson Survey, Abstract 277, Guadalupe County, Texas. The conditional use of Convenience Storage must be developed in accordance with the concept plan for the approved CUP.
9. Landscaping – A landscaping plan subject to the requirements of Article 17 of the UDC must be submitted to the City of Cibolo for review and approval as part of the site plan application. All landscaping must be completed pursuant to an approved landscaping plan prior to the issuance of a Certificate of Occupancy.
10. Exterior Lighting – A lighting plan subject to the illumination standards of Article 7 of the UDC must be submitted to the City of Cibolo for review and approval as part of the site plan application. The plan must ensure that light pollution, glare, and trespass are minimized, with illumination at the property lines limited to one (1.0) foot candle. All lighting must be completed pursuant to an approved lighting plan prior to the issuance of a Certificate of Occupancy.
11. Exterior Architectural Elements – Building plans submitted to the City of Cibolo for review and approval must be consistent with and shall not substantially deviate from the architectural elevations and renderings approved with the CUP for Convenience Storage. Exterior building colors must adhere to the Sherwin Williams Historic Color Palette per Section 8.3.2.B of the UDC and be compatible with the colors of nearby buildings along Old Wiederstein Road.
12. Emergency Access Easement – An egress/ingress easement must be established to provide secondary emergency access for both the subject property and the adjacent property to the rear off FM 1103. This easement must be

depicted on the recorded subdivision plat and included as a plat note to ensure the egress/ingress easement extends from the front property line on Old Wiederstein Road, southward across the subject property, to the rear property line shared with the adjacent property off FM 1103.

13. Detention Facility – Onsite detention is required, as shown on the concept plan. A plat note must be included on the recorded subdivision plat stating that the maintenance and upkeep of the proposed detention pond and all onsite drainage improvements are the sole responsibility of the property owners association (POA).

CITY COUNCIL ACTION:

The following are sample motions that can be made by City Council regarding this agenda item.

1. **Approve** the requested CUP for Convenience Storage use for 3.93 acres out of a 12.763 acre-tract located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC.
2. **Approve** the requested CUP for Convenience Storage use for 3.93 acres out of a 12.763 acre-tract located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC, *with conditions*.
3. **Deny** the requested CUP for Convenience Storage use for 3.93 acres out of a 12.763 acre-tract located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC, *with findings*.

STAFF ANALYSIS:

Section 4.3.2, Conditional Use Permit, of the UDC, provides direction to City Council when considering a CUP request.

A Conditional Use Permit 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 Conditional Use Permit 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:

A. Consistency with the Comprehensive Master Plan;

STAFF FINDING: 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.

2022 FLUM (Commercial): When this CUP application was initially considered by the Planning & Zoning Commission and City Council, the 2022 FLUM was in effect. Under the 2022 FLUM, the subject property was designated as Commercial. According to the previous Comprehensive Master Plan, the intent and character of the Commercial future land use category is *"for areas that will be developed to support local and regional nonresidential businesses that rely on higher traffic volumes."* Primary and secondary land uses *"include all of the commercial and civic uses set out in Retail/Office (C-3) or General Commercial (C-4) districts in the City's Code of Ordinances."*

2024 FLUM (Community Residential): In contrast, the property is designated as Community Residential on the City's 2024 FLUM. According to the current Comprehensive Plan, the character and intent of the Community Residential PlaceType includes *"Predominantly single-family housing developments located throughout the community...Convenience commercial businesses may be found around the perimeter with appropriate transitions to support the neighborhood."* The primary land use in the Community Residential PlaceType consists of *"Single-Family Detached Homes"* and the secondary land uses are *"Civic and Institutional, and Parks and Open Space."*

The proposed Convenience Storage use aligns with the Commercial designation under the 2022 FLUM, as it is permitted in the General Retail/Office (C-3) zoning district with an approved CUP. However, it does not conform to the Community Residential designation under the 2024 FLUM and Comprehensive Plan.

B. Conformance with applicable regulations in this UDC and standards established by the UDC;

STAFF FINDING: The subject property is currently zoned General Retail/Office (C-3). The intent of the C-3 zoning district is explained in Section 14.2.O.13 of the UDC, as follows:

a. Intent – The Retail/Office District establishes a broad range of business operations, services and commercial development requiring arterial or collector street access. This district is intended for a variety of office, institutional and indoor retail uses that are designed to make the most efficient use of existing infrastructure and provide for orderly transitions and buffers between districts and uses. This district should facilitate economic development activities that will strengthen neighborhoods; promote the development of targeted industries and provide community balance; provide educational and employment opportunities; and encourage local economic investment for citizens of Cibolo.

b. Permitted uses – general retail, office and service uses

c. Specific uses – subject to Site Plan approval, completely enclosed general retail, office and service uses

Lot Area	Lot Width	Front Setback	Rear Setback	Side Setback	Max Impervious Coverage	Maximum Height
N/A	70'	25'	15'	15'	75%	45'

The proposed Convenience Storage use must comply with the minimum lot design requirements for the General Retail/Office (C-3) zoning district, as noted above and in the UDC. Based on the updated site plan and building elevations provided by the applicant, the proposed facility appears to meet the minimum lot width and maximum building height standards for the C-3 zoning district. While setback dimensions were not notated on the site plan, the facility's approximate placement relative to the adjacent QuikTrip on FM 1103 suggests that it would comply with the minimum setback requirements.

The architectural elevations for the Convenience Storage use demonstrate compliance with the exterior architectural standards detailed in Section 8.3.2 of the UDC. Namely, the applicant submitted elevations showing that a minimum of 20% of the gross square footage of the exterior building façade facing Old Wiederstein Road will consist of transparent windows, as required by Section 8.3.2.A, Windows (Fenestration), of the UDC. Also, the proposed facility's primary exterior wall colors were selected from the City Council-approved Sherwin Williams Historic Color Palette to ensure compatibility with surrounding properties per Section 8.3.2.B of the UDC.

At this early stage of the planning process, the proposed Convenience Storage use appears to comply with applicable regulations and standards in the UDC. Should this CUP be approved, additional compliance with all UDC requirements—including, but not limited to, platting and site plan review—will be verified in separate applications and approval processes as required by the City.

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.

STAFF FINDING: With the exception of the Low Density Single-Family (SF-2) zoned property to the west, the surrounding properties within Cibolo’s city limits are zoned General Retail/Office (C-3), which is the same zoning district as the subject property. The zoning regulations detailed in Article 14 of the UDC, including lot design requirements such as setbacks and impervious coverage, are compatible with the adjacent C-3 zoned properties. Given its location in a developing commercial area near FM 1103, the proposed Convenience Storage use would be compatible with surrounding land uses.

Height, Bulk, Scale, Setbacks: According to the updated site plan, the proposed Convenience Storage facility will maintain a similar setback from Old Wiederstein Road as the adjacent QuikTrip located on FM 1103. The proposed Convenience Storage facility is intended to be a three-story, 40-foot-tall structure, encompassing 129,600 square feet on 3.93 acres out of the 12.763-acre tract. In comparison, the QuikTrip to the east of the subject property will be a one-story, 20-foot-tall, 5,312-square-foot Local Convenience Store (With Fuel Sales). Therefore, the massing of the proposed Convenience Storage facility will be notably larger in scale than the neighboring QuikTrip.

Access/Circulation: The property owned by QuikTrip has frontage along both FM 1103 and Old Wiederstein Road. The 3.93-acre portion of the subject property, where the Convenience Storage use would be located, lies directly behind QuikTrip’s property that fronts onto Old Wiederstein Road. The applicant indicated that access to the Convenience Storage use would be provided through a shared driveway on QuikTrip’s property along Old Wiederstein Road, which would serve as the primary entrance.

As a condition of approval for this CUP, the applicant is required to establish an egress/ingress easement to provide secondary emergency access for both the subject property and the adjacent property to the rear off FM 1103. While the approximate location of this easement is shown in the applicant’s conceptual exhibits, it must also be depicted and included as a plat note on the recorded subdivision plat. The easement should extend from the front property line on Old Wiederstein Road, traverse south across the subject property, and connect to the rear property line shared with the adjacent property off FM 1103.

Landscaping and Site Development: The adjacent QuikTrip went through the site plan process in January of 2023, at which time its landscaping plans were reviewed and approved. Landscaping on QuikTrip’s property is proposed along Old Wiederstein Road, including the areas near the shared access driveway.

However, as the subject property and QuikTrip are separate parcels, the landscaping installed for QuikTrip will not satisfy the landscaping requirements for the proposed Convenience Storage facility. Therefore, as a condition of approval for this CUP, the applicant must submit a landscaping plan in compliance with the requirements outlined in Article 17 of the UDC as part of the site plan application. Landscaping and site development will each be considered in a separate application and approval process.

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;

STAFF FINDING: As previously noted, most of the surrounding properties within Cibolo’s city limits share the same General Retail/Office (C-3) zoning as the subject property, except for a Low Density Single-Family (SF-2) property to the west.

The commercial uses permitted by right and with a CUP in the General Retail/Office (C-3) zoning district are referenced in the table below per Section 13.2, Commercial Uses, of the UDC.

C-3 uses permitted by right	C-3 uses permitted with CUP
------------------------------------	------------------------------------

Administrative and Business Offices	Automotive Rentals
Administrative Services	Automotive Service Station *
Artisan Sales	Commercial Off-street Parking
Artisan/ Culinary Classes (Specialty Classes)	Concrete/Asphalt Batching Plant (Temporary)
Bar/Micro Brewery **	Farmers Market
Business Services	Food Truck, Park
Business Support Services	Indoor Gun Range
Clinic	Laundry Services, Laundry Mat
Club or Lodge	Pawn Shop
Consumer Repair Services	Research and Development Services
Cultural Services	Transportation Terminal
Day Care Services (General Commercial)	Warehousing and Distribution
Day Care Services (Group)	a.) Convenience Storage
Financial Services	Winery/Production Brewery
Fitness Studio/ Health Spa	
Food Sales; Grocery	
Food Truck, Ancillary	
General Retail Sales, Neighborhood Scale	
Health Care Offices	
Laundry Services: Dry Cleaning	
Life Care Services *	
Local Utility Services	
Outdoor Sports and Recreation (Light)	
Personal Services	
Pet Services	
Postal Facilities	
Professional Office	
Restaurant, Convenience	
Restaurant, Neighborhood	
Safety Services	
Veterinary Services	
Amusement Center	
Automotive Washing	
Automotive; Minor Repairs/Service	
Big Box Store *	
Building Maintenance Services	
Business or Trade School	
College and University Facilities	
Community Treatment Facility *	
Convalescent Services	
Funeral Services	
General Retail Sales, Regional *	
Hospital Services	

Hotel-Motel	
Ice Dispensing; Portable Building/Structure *	
Indoor Entertainment	
Indoor Sports and Recreation	
Liquor Store **	
Local Convenience Store (With Fuel Sales)	
Local Convenience Store (Without Fuel Sales)	
Restaurant, Fast Food	
Service Station *	
Tire Dealer (No Open Storage)	

*Subject to supplemental use regulations of UDC Article 6.

The proposed Convenience Storage use appears to be generally compatible with other uses permitted by right within the C-3 zoning district. However, to mitigate any potential unfavorable impacts on neighboring properties, specific conditions are recommended for this CUP, particularly regarding exterior lighting and the on-site detention pond.

As a condition of approval, the site plan application must include a lighting plan that adheres to the requirements outlined in Article 7 of the UDC. The lighting plan must ensure that light pollution, glare, and trespass are minimized, with illumination at the property lines limited to one (1.0) foot candle. This condition is intended to prevent negative lighting impacts on neighboring properties.

A condition has been included requiring a plat note on the recorded subdivision plat, stating that the maintenance and upkeep of the detention pond and all associated drainage improvements will be the sole responsibility of the property owners association (POA). This ensures that on-site drainage remains functional and prevents any negative drainage impacts on surrounding properties.

By incorporating these conditions, the CUP will help mitigate any potential unfavorable impacts and ensure that the proposed Convenience Storage use remains compatible with adjacent properties.

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: Following the October 15, 2024, City Council meeting, the applicant submitted a revised site plan along with additional supporting materials, including renderings and architectural elevations, to provide more context for the proposed Convenience Storage use and demonstrate compliance with applicable UDC regulations.

The applicant also worked with City staff to incorporate six new conditions into the CUP. These new conditions (i.e., CUP applicability, landscaping, exterior lighting, exterior architectural elements, emergency access easement, and detention facility) were added to the original seven conditions, resulting in a total of 13 conditions. This effort reflects the feedback and direction provided by City Council at the October meeting.

The revised plans, in conjunction with the expanded list of recommended conditions, are expected to help mitigate any potentially unfavorable impacts while ensuring the project will not have a negative effect on the health, safety, morals, and general welfare of the public and surrounding properties.

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: As noted, the applicant has indicated that the driveway on QuikTrip's property along Old Wiederstein Road will be a shared access driveway and serve as the primary entrance for the proposed Convenience Storage facility. Additionally, an egress/ingress easement will be required to provide secondary emergency access for both the subject property and the adjacent property to the rear off FM 1103.

While a Convenience Storage facility is likely to generate peak traffic primarily after work hours on weekdays and at varying times on weekends, vehicle access and circulation will be thoroughly evaluated during the platting and site plan review processes. As part of these reviews, a Traffic Impact Analysis (TIA) will be required to identify and mitigate any traffic impacts caused by the proposed Convenience Storage use, both on the subject property and its surrounding area. An approved TIA will ensure safe and efficient access and circulation for the proposed facility and nearby developments.

STRATEGIC ECONOMIC DEVELOPMENT PLAN:

The City of Cibolo's Strategic Economic Development Plan was approved by City Council during its July 23, 2024, regular meeting. The plan, developed by RKG Associates, Inc., aims to support the City's long-range economic development priorities while aligning with the initiatives outlined in City Council's Strategic Plan.

As part of the Strategic Economic Development Plan, an Opportunity Site Analysis was conducted for various areas within the City. Notably, this property was identified as an opportunity site "I35: 2" within the I-35 Corridor area. RKG Associates proposed a mid-term strategy for this site by recommending a "Scaled Development Approach" to maximize its economic potential. This recommendation is detailed on pg. 6-4 of the plan:

I35: 2, Scaled Development Approach

Given Cibolo's limited availability of assets with access to I-35, it's paramount to maximize the economic potential of these remaining vacant parcels. These parcels located along 1103 are ideally suited for a town-center style development, designed to infuse energy into the area without sacrificing the community's character. To this point, RKG Associates highly recommends these parcels be developed through a scaled-down approach. This involves concentrating the highest density development along the frontage of 1103 while decreasing the development density moving away from 1103. Configured within these decreasing densities would include transitional housing types, such as townhomes and missing middle housing typologies (e.g., duplexes, triplexes, cottage homes...).

The depth of these parcels from 1103 enable this scaled approach to development. A design concept would entail 5-6 story mixed-use buildings fronting 1103 with ground floor commercial (and potentially second floor office) with medium density residential behind these buildings and scaling back to patio homes or cottage-style single family homes as you get closer to the Warbler Woods Bird Sanctuary. The intent of this approach is to maximize the commercial opportunities for Cibolo (retail/service, job creation) in a manner that is supported through better walkability and increased market demand. This concept also diversifies the city's housing supply with a range of ownership (cottage homes, townhouses) and rental properties that can appeal to a variety of senior and working-aged households.

Attachments

[Application.pdf](#)

[Site & Elevation Plans](#)

[Response F.1.pdf](#)

[Response F.2.PDF](#)

[Additional Letters of Support.pdf](#)

[Applicant Presentation.pdf](#)

[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: Old Wiederstein Rd Self Storage

Total Acres: 7.38 Survey Name: 0 Old Wiederstein Road Abstract No.: 277

Project Location (address): 0 Old Wiederstein Rd, Cibolo, TX

Current Zoning: C3 Overlay: None Old Town FM 78

Proposed Zoning: C3 # of Lots: 1 # of Units: 1

Please Choose One: Single-Family Multi-Family Commercial Industrial
 Other

Current Use: Undeveloped Total Proposed Square Footage: 97,736.49sf

Proposed Use: Self Storage Units (Commercial/Industrial only)

Applicant Information:

Property Owner Name: David S. Marbach

Address: 21001 OLD WIEDERSTEIN RD City: Cibolo

State: Texas Zip Code: 78108 Phone: (210) 323-2598

Email: dmarbach83@yahoo.com Fax: N/A

*Applicant (if different than Owner): MatkinHoover Engineering (Jonathan McNamara)

* Letter of Authorization required

Address: 8 Spencer Rd Suite 100 City: Boerne

State: TX Zip Code: 78006 Phone: (830) 249-0600

Email: groupjon@matkinhoover.com Fax: N/A

Representative: MatkinHoover Engineering (Jonathan McNamara)

Address: 8 Spencer Rd Suite 100 City: Boerne

State: TX Zip Code: 78006 Phone: (830) 249-0600

Email: groupjon@matkinhoover.com Fax: N/A

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Jonathan McNamara

Owner or Representative's Signature

Jonathan McNamara

Typed / Printed Name

State of Texas

County of Kendall

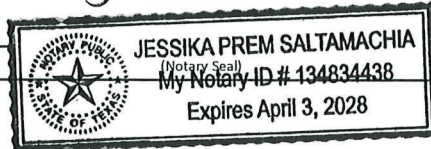
Before me, Jessika Prem Saltamachia, on this day personally appeared
Name of Notary Public

Jonathan McNamara, 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 3rd day of July 2024.

Jessika Prem Saltamachia
 Notary Public Signature



City of Cibolo Use Only
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number

July 2, 2024

City of Cibolo Planning Department
201 W Loop 539
Cibolo, Texas 78108

Re: Old Wiederstein – Narrative of Application Request – Conditional Use Permit
MatkinHoover Job No. 3402.00

Dear City Staff,

This letter serves to accompany the Conditional Use Permit for Old Wiederstein site in Cibolo Texas. After evaluating the site conditions, topography, adjacent development, and depth of lot, it has been determined there is sufficient demand to propose a Conditional Use Permit for the proposed site plan area (attached).

It can be seen that within the attached package, the subject property will include a proposed three-story self-storage unit with some element of larger drive-up self-storage units in the back of the building, along with an interior single-story drive-up climate-controlled building in the rear portion of the subject property. This allows only for pursuance of the Conditional Use Permit for C3 in the proposed zoning case with the city. Notably, in the attached revised Site Plan, the proposed area will have excellent screening from both the front future retail as well as for the property behind located in the back. Please see the entire plan as a unit that can work in continuity to further provide services and availability for the growing demand

Should you or your staff have questions, comments, or require additional information, please feel free to contact our office.

Sincerely,
Matkin Hoover Engineering & Surveying
TBPE Firm Registration No. F-4512



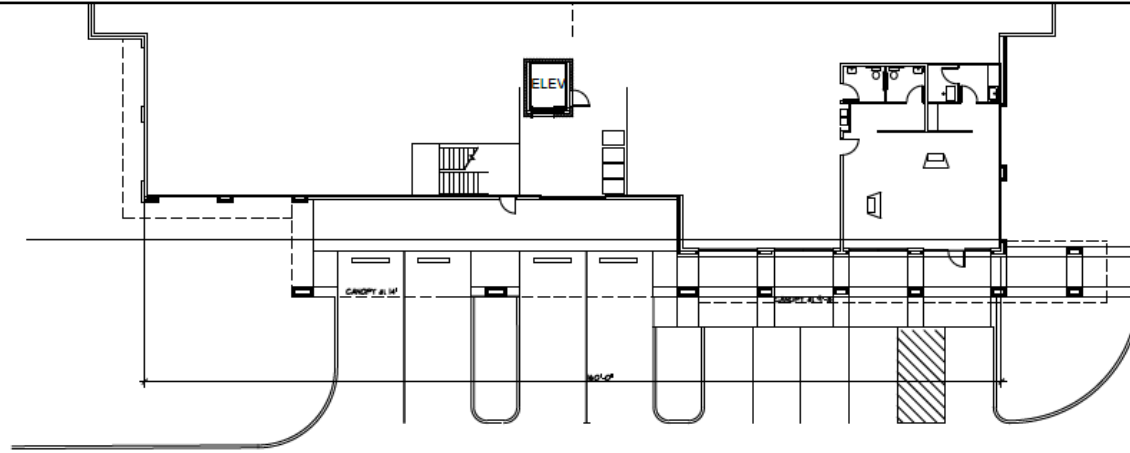
Jonathan McNamara, EIT
Assistant Project Manager

Cibolo Self-Storage CUP

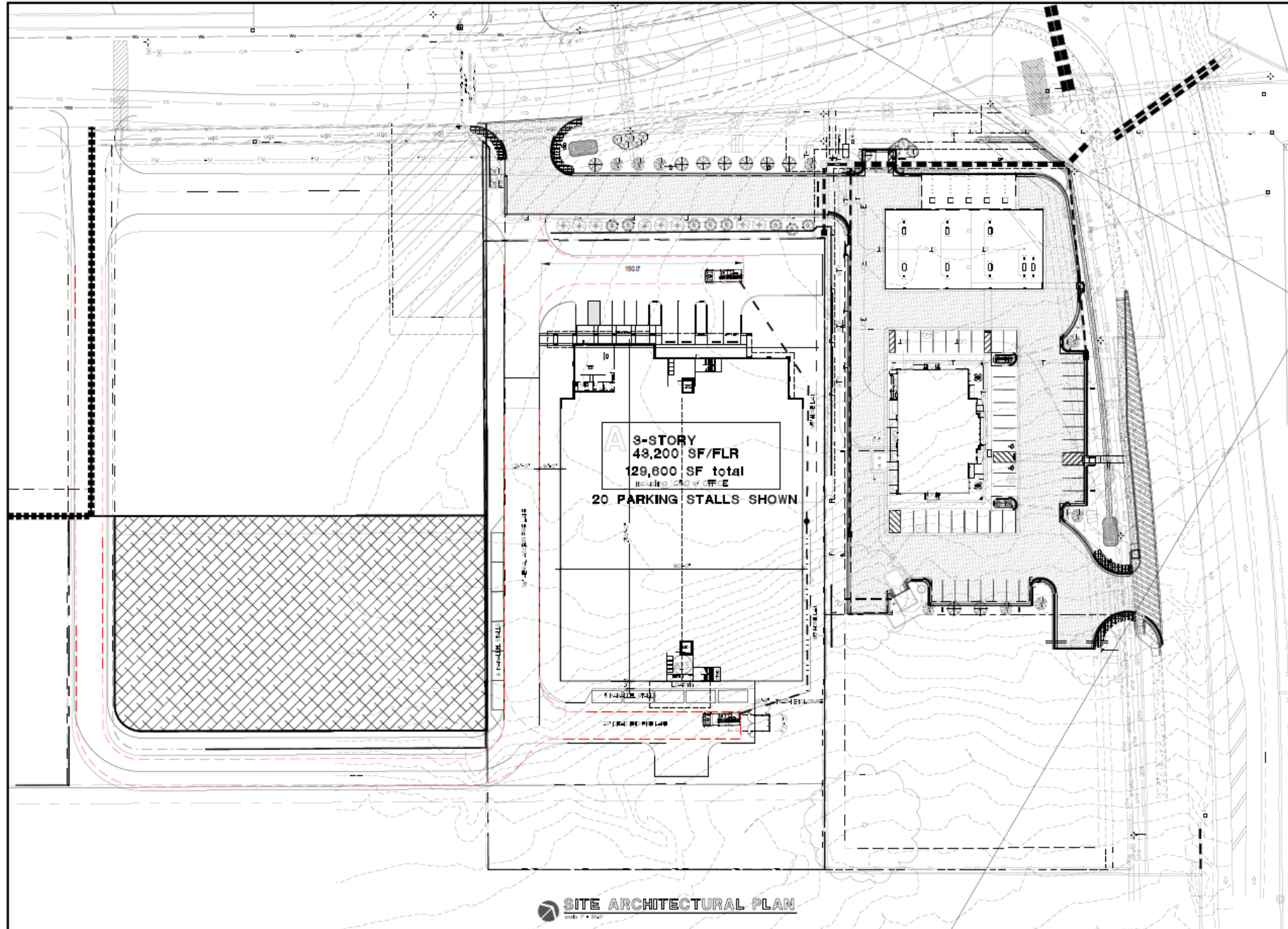
21001 Old Wiederstein Road, Cibolo, TX 78108



Architectural Elevation Rendering



Site Plan



ISSUE DATE
11-23-24

PROPOSED
SELF STORAGE
OLD WEIDERSTEIN RD at FM 1103
CIBOLO, TEXAS

**Kaufman
Design
Group**

ARCHITECTURE

9415 E. HARRY ST.
SUITE 405
WICHITA, KS 67207
(316) 618-0448
wdf@kdginc.co

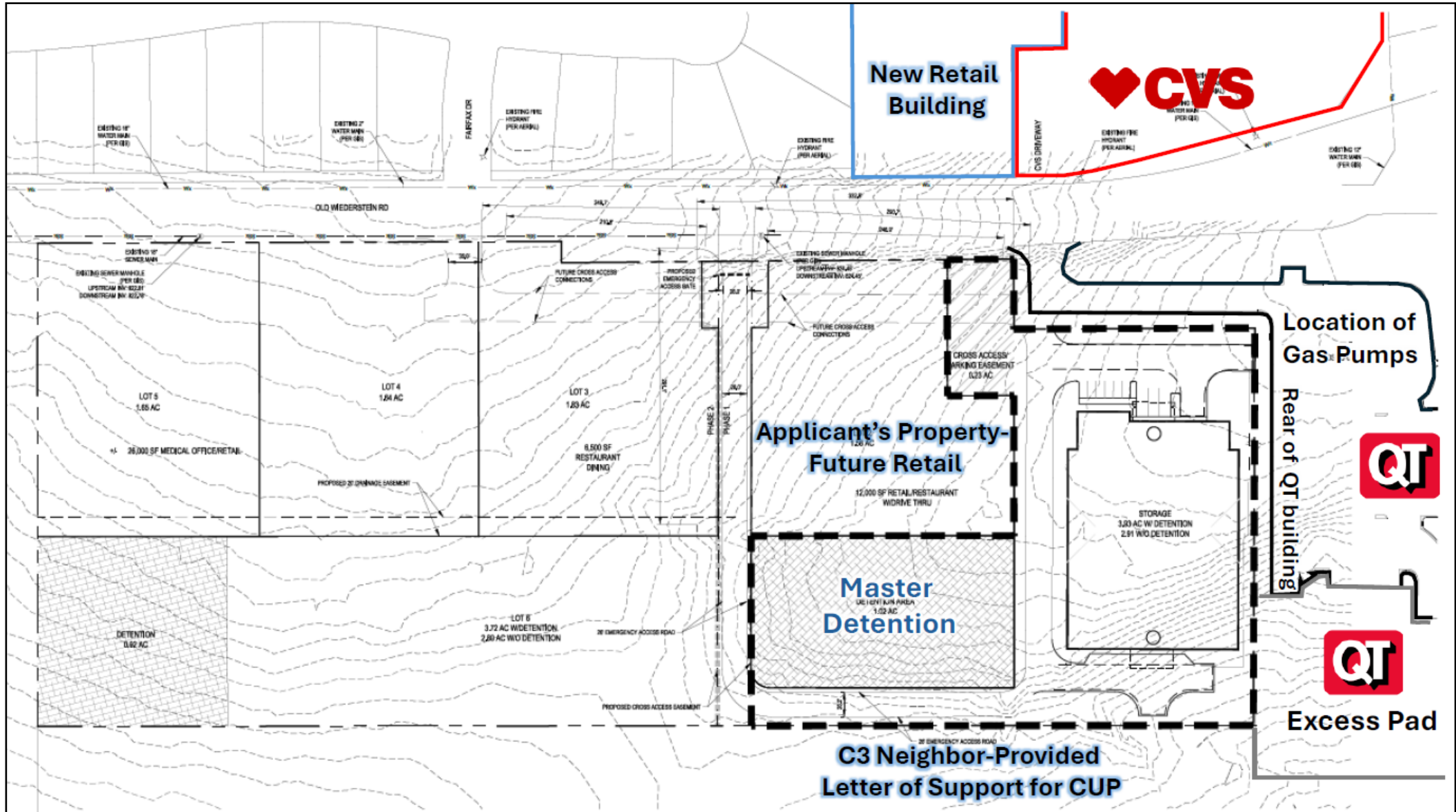
SHEET TITLE
1 OF 1 SITE PLAN

SHEET NUMBER

SA1

OF SHEETS

Exhibit A



Correspondence

From: **Garcia, Justin** <jgarcia@cibolotx.gov>
Date: Fri, Sep 27, 2024 at 3:07 PM
Subject: Re: Old Wiederstein Storage- Fire access Questions-3402
To: Chris Wood <cwood@matkinhoover.com>
Cc: Josh Valenta <jvalenta@matkinhoover.com>, City Building Official <cbo@cibolotx.gov>, Graham Cook <gcook@matkinhoover.com>, Jeff Eckols <jeckols@gmail.com>

Chris,

Thanks for taking my phone call on Thursday, I was able to review the attachments. The conversation regarding the fire emergency access development would definitely benefit the overall future development. It would be in everyone's interest to move forward with this proposal.

Respectfully,



**BUILDING DEPARTMENT
PERMITS & INSPECTIONS**

Justin Garcia
FIRE INSPECTOR

(210) 658-4175

WWW.CIBOLOTX.GOV

JGARCIA@CIBOLOTX.GOV

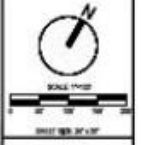
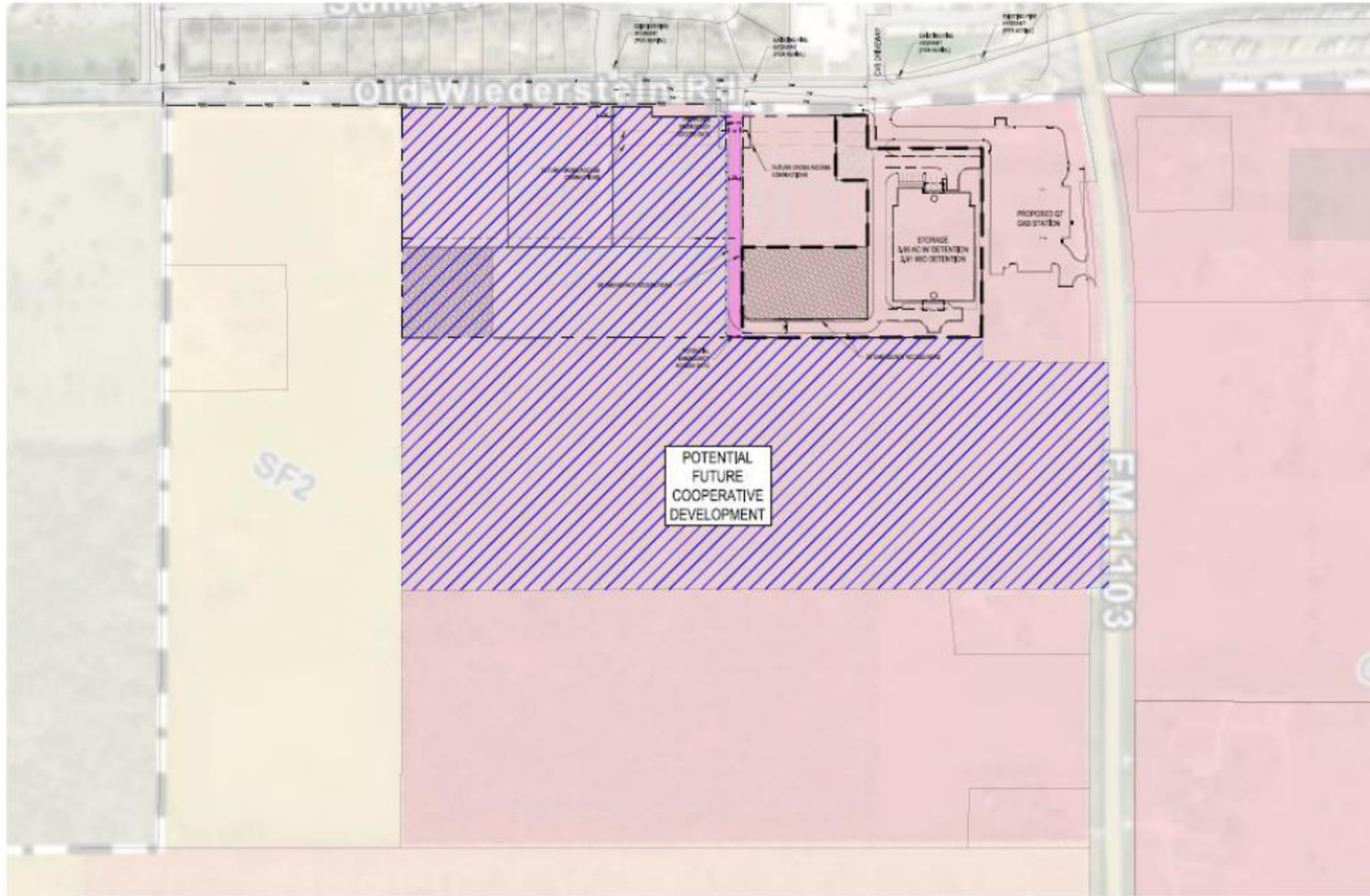
201 W.LOOP 539
CIBOLO, TEXAS 78108

Click this link to Create Account, Apply for Permits or Pay Fees: mgoconnect.org

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Cooperative Development Exhibit



This document is released for REVIEW PURPOSES ONLY. NOT FOR CONSTRUCTION and was prepared under the authorization of Garret D. Miller, Registered Professional Engineer, State of Texas, Registration No. 118874.

NO.	REVISION

MATKIN HOOVER
 ENGINEERING
 & SURVEYING

Garret D. Miller, P.E.
 Registration No. 118874
 State of Texas

10000 FM 1103, Suite 100
 Dallas, Texas 75244
 Phone: (214) 343-1103
 Fax: (214) 343-1104
 Email: gdmiller@matkinhoover.com

COOPERATIVE DEVELOPMENT EXHIBIT
 FOR
 OLD WIEDERSTEIN STORAGE
 CIBOLO, TEXAS

FIG 1.5

JOB NO.	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SHEET #	

1103 Ventures LLC
34 Three Lakes Drive
San Antonio, Texas 78248
Ph (210) 268-5725

Date: September 26, 2024

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd. behind the future Quik Trip convenience store planned at the corner of FM 1103 and Old Wiederstein Rd.

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas


I am the authorized representative of 1103 Ventures LLC, which owns the approximately 19 acre property situated next to the future Quik Trip and their excess pad site on FM 1103. The 19 acre property also is adjacent to and situated behind the David Marbach property that fronts on Old Wiederstein Rd. I met with Mr. Jeff Eckols of Intergold Investments, LLC, the developer involved in the above referenced zoning case, and he provided me a copy of his CUP presentation and we discussed the proposed development in detail.

This letter evidences the unconditional support of 1103 Ventures LLC for the proposed Conditional Use Permit to allow for the 3-story self-storage project. 1103 Ventures LLC believes it is an appropriate location and use for that portion of the David Marbach property. Additionally, as part of the platting and proposed self-storage development, Mr. Eckols has offered to provide our 19-acre property with an easement to access the Emergency Fire Access Driveway shown in his CUP Presentation. This will enhance our ability to develop our 19-acre property since we will then have emergency fire access available from both Old Wiederstein Rd. as well as from our frontage on FM 1103. This is logical for everyone since the proposed fire lane is already designed to extend to the back of David Marbach property and all that will be needed is an additional emergency gate between our 19-acre property and the back of the David Marbach property.

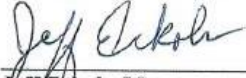
1103 Ventures LLC strongly recommends the approval of the Conditional Use Permit and requests that you vote in favor of the above referenced Conditional Use Permit.

Sincerely,

1103 Ventures LLC

By: 
Printed Name: VISHNU VENUDATELLI
Title: OWNER PARTNER / AGENT

Acknowledged by:
Intergold Investments, LLC


Jeff Eckols, Manager



Notice of Conditional Use Permit Petition



July 16, 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 Conditional Use Permit request for your property and provide you an opportunity to voice your opinion about the Conditional Use Permit. Your opinion matters.

In accordance with Cibolo Code of Ordinances, the Cibolo Planning and Zoning Commission will hold a public hearing on **Wednesday, August 14, 2024 at 6:30 p.m.** at the **Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas**, and the Cibolo City Council will hold a public hearing on **Tuesday, August 27, 2024 at 6:30 p.m.** at the **Council Chambers of the 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 Conditional Use Permit to allow a Convenience Storage use for 7.38 acres out of 12.7630 acres tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC.

Applicant: Jonathan McNamara, MatkinHoover Engineering and Surveying

Sincerely,
Lindsey Walker, CNU-A
Planner
lwalker@cibolotx.gov

REPLY NOTICE (CUP-24-04)

Name (please print): David Marbach

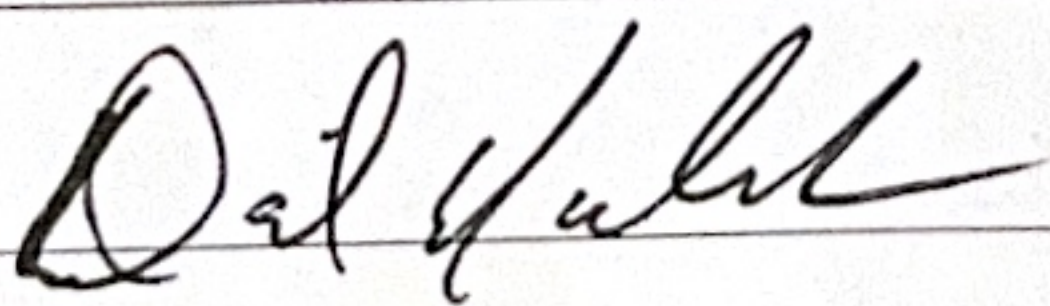
Address (In relation to Map Exhibit): 21001 Old Wiederstein

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: 

Date: 7/21/24

1103 Ventures LLC
34 Three Lakes Drive
San Antonio, Texas 78248
Ph (210) 268-5725

Date: September 26, 2024

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd. behind the future Quik Trip convenience store planned at the corner of FM 1103 and Old Wiederstein Rd.

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas


I am the authorized representative of 1103 Ventures LLC, which owns the approximately 19 acre property situated next to the future Quik Trip and their excess pad site on FM 1103. The 19 acre property also is adjacent to and situated behind the David Marbach property that fronts on Old Wiederstein Rd. I met with Mr. Jeff Eckols of Intergold Investments, LLC, the developer involved in the above referenced zoning case, and he provided me a copy of his CUP presentation and we discussed the proposed development in detail.

This letter evidences the unconditional support of 1103 Ventures LLC for the proposed Conditional Use Permit to allow for the 3-story self-storage project. 1103 Ventures LLC believes it is an appropriate location and use for that portion of the David Marbach property. Additionally, as part of the platting and proposed self-storage development, Mr. Eckols has offered to provide our 19-acre property with an easement to access the Emergency Fire Access Driveway shown in his CUP Presentation. This will enhance our ability to develop our 19-acre property since we will then have emergency fire access available from both Old Wiederstein Rd. as well as from our frontage on FM 1103. This is logical for everyone since the proposed fire lane is already designed to extend to the back of David Marbach property and all that will be needed is an additional emergency gate between our 19-acre property and the back of the David Marbach property.

1103 Ventures LLC strongly recommends the approval of the Conditional Use Permit and requests that you vote in favor of the above referenced Conditional Use Permit.

Sincerely,

1103 Ventures LLC

By: 
Printed Name: VISHNU VENUDATALI
Title: OWNER PARTNER / AGENT

Acknowledged by:
Intergold Investments, LLC


Jeff Eckols, Manager

Letters of Support

Cibolo Self-Storage

21001 Old Wiederstein Road, Cibolo, TX 78108

Capital Partner	Pg. 2
QuikTrip Neighbor	Pg. 3
Rear C-3 Neighbor	Pg. 4
Architect	Pg. 5-6
Civil Engineer	Pg. 7-8
Owners Letter	Pg. 9-10

Jeff Eckols
Intergold Investments, LLC
jeckols@gmail.com
(210) 386-7686



Date: January 3, 2025

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd.;
Development of the 14 +/- acre "Marbach Property"

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas

I am writing to you on behalf of OV Development, a subsidiary of Olympus Ventures ("OV") based in Minneapolis, MN. OV serves as the family office of Richard Schulze, the founder and former chairman of Best Buy. The office also houses the Richard M. Schulze Family Foundation which serves as the philanthropic platform that supports organizations operating in the areas of human & social services, education, including scholarship awards to graduating students, health & medicine, and entrepreneurship.

OVD has issued a Letter of Intent to the Applicant for the above referenced Conditional Use Permit for self-storage on Old Wiederstein Rd to provide the investment capital and collaborate in the development of the Marbach Property.

In our view, the proposed self-storage portion of Phase 1 uniquely justifies and pays for the costly site work; master detention, driveways and other infrastructure necessary to balance the topography on the northern portion of the Marbach property and lays the groundwork for a cohesive and cost-effective overall development. Accordingly, we would welcome your support and vote in favor of the proposed Conditional Use Permit for self-storage which will enable Phase I of the proposed project and corresponding capital investment to move forward.

We are very excited about the opportunity to invest in the City of Cibolo and to become a contributing corporate member of the community.

Sincerely,

OV Development LLC

By: *Della Kolpin*

Printed Name: Della Kolpin

Title: Managing Director - Real Estate Development

QT South, LLC
Matthew D. Miller
President

*742 NW Loop 410, Suite 102
San Antonio, TX 78216*



January 23rd, 2025

To whom it may concern,

To: The Mayor and City Councilmembers of Cibolo, Texas

Re: Zoning Case regarding a Conditional Use Permit for the proposed 3-story self-storage on Old Wiederstein Rd. behind and adjacent to the future QuikTrip store to be constructed at the southeast corner of FM 1103 and Old Wiederstein Rd.

This letter represents our support in favor of approving the above referenced zoning case involving a Conditional Use Permit for the proposed self storage development to be located adjacent to our planned store. The undersigned representative of QuikTrip has met with the developer Mr. Eckols regarding the proposed self storage project to be located adjacent to our future store on a portion of the Marbach property that will share our future driveway entrance from Old Wiederstein Rd. Subsequently, we referred Mr. Eckols to Matkin Hoover Engineering, the civil engineering firm that designed our future store, so that he may efficiently coordinate his development to be consistent with the future conditions, site plan and elevations of our future store, and more particularly, the future shared access drive.

We have no objection to self storage as a use abutting the rear of our store and we understand from Mr. Eckols that his proposed development will involve balancing and raising the elevation of the property in order to connect to the driveway that we will share in accordance with an existing recorded shared access easement. Mr. Eckols has also shared information regarding his capital partner Olympus Ventures and a conceptual plan to develop the remainder of the 14-acre property next to our future QuikTrip with a mix of retail, restaurants and/or medical office/imaging/outpatient surgical centers.

Accordingly, we believe this would be a positive development that will benefit both the business and customers of QuikTrip as well as the citizens and tax base of the City of Cibolo. We recommend that City Council vote in favor of the proposed Conditional Use Permit in order to initiate the first phase of the proposed commercial development on what is currently a residential homestead with C-3 zoning. Thank you for your consideration.

Sincerely,

QT South, LLC

By: 

Printed Name: Matthew D. Miller

Title: President

1103 Ventures LLC
34 Three Lakes Drive
San Antonio, Texas 78248
Ph (210) 268-5725

Date: September 26, 2024

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd. behind the future Quik Trip convenience store planned at the corner of FM 1103 and Old Wiederstein Rd.

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas

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This letter evidences the unconditional support of 1103 Ventures LLC for the proposed Conditional Use Permit to allow for the 3-story self-storage project. 1103 Ventures LLC believes it is an appropriate location and use for that portion of the David Marbach property. Additionally, as part of the platting and proposed self-storage development, Mr. Eckols has offered to provide our 19-acre property with an easement to access the Emergency Fire Access Driveway shown in his CUP Presentation. This will enhance our ability to develop our 19-acre property since we will then have emergency fire access available from both Old Wiederstein Rd. as well as from our frontage on FM 1103. This is logical for everyone since the proposed fire lane is already designed to extend to the back of David Marbach property and all that will be needed is an additional emergency gate between our 19-acre property and the back of the David Marbach property.

1103 Ventures LLC strongly recommends the approval of the Conditional Use Permit and requests that you vote in favor of the above referenced Conditional Use Permit.

Sincerely,

1103 Ventures LLC



By:

Printed Name: VISHNU VEMULAPATI

Title: OWNER PARTNER / AGENT

Acknowledged by:
Intergold Investments, LLC



Jeff Eckols, Manager

KAUFMAN DESIGN GROUP, INC

9415 E Harry St Ste. #405
Wichita, Kansas
67207
(316) 618-0448
Email: Sally@kdginc.co

January 21, 2025

To: City of Cibolo, Texas
Planning Staff and City Councilmembers

Re: Conditional Use Permit for the proposed 3-story self-storage project on Old Wiederstein Rd.

Dear Staff and City Councilmembers,

I am the architect for the proposed 3-story self-storage at the SE corner of Old Wiederstein and FM 1103 in the City of Cibolo behind the future QuikTrip convenience store. I have been in business for over 30 years and am licensed in 26 states including Texas. I have an extensive background in self-storage, having designed approximately 260 projects nation-wide, and approximately 120 in Texas alone. I am based out of Wichita, Kansas and cordially request that this letter be read at the final City Council hearing and be considered a letter of support and in favor of approving the Conditional Use Permit for the proposed self-storage development situated on the C-3 zoned property the City of Cibolo.

Self-storage has evolved significantly from when I began designing projects years ago. For example, in the earlier years, projects were often designed as single-level drive-up buildings with exterior loading roll-up doors and fewer if any climate-controlled units, and they were often built by "mom and pop operators". In more recent years, projects are often designed as one multi-story, all climate-controlled building such as the one proposed in Cibolo, with attractive architectural design features that are suitable next to almost any real estate product type you can imagine. These modern Class A multi-story climate-controlled projects are frequently owned and/or operated by major self-storage REITs such as Cubesmart, Extra Space Storage, and other institutions. They have become increasingly recognized in the professional land planning community as a quiet and low-traffic use that can often serve as a beneficial buffer between, on one side - more intensive high-traffic uses such as big box retail, busy restaurants, or in the present case, a convenience store, and on the other side - quieter uses such as neighborhood retail, office, residential developments and even schools. It is my professional opinion that the proposed project's specific location does in fact serve as a beneficial buffer between uses, as one side is adjacent to the gas station pumps, delivery loading zone and rear wall of the QuikTrip convenience store, and on the other side, the desired future retail, restaurant, medical office or other C-3 uses. It is also my understanding that the owner of the C-3 property behind the proposed self-storage location has provided a letter in support of approving the CUP, evidencing a desirable buffer on all adjacent sides of the proposed self-storage.

This growing acceptance of the modern Class A self-storage as a desirable neighborhood use is evidenced by many jurisdictions such as the City of San Antonio now permitting self-storage by right within its C-2 zoning classification, where in years passed self-storage required C-3R zoning, where the "R" was a "Restriction" similar to a Conditional or Special-Use Permit. Similarly, I understand that the City of Cibolo in recent years passed an ordinance allowing self-storage within its C-2 Neighborhood Retail zoning, in addition to allowance in C-3 General Retail zoning, with a Conditional Use Permit. In that regard, the Applicant forwarded to me the attached "Conditions For Approval of Convenience Storage" which have been prepared by Cibolo Staff. After reviewing the Conditions For Approval thoroughly, I am fully prepared and see no obstacle to providing construction drawings for the proposed project that will fully comply with these Conditions For Approval. In

addition to meeting all Code-related requirements, I specifically noted and understand the intent of Condition 11, which provides that "building plans submitted to the City of Cibolo for review and approval shall be consistent with and shall not substantially deviate from the architectural elevations and renderings approved with the CUP for Convenience Storage."

In light of the property-specific considerations, along with Applicant's ability and willingness to fully comply with the Conditions For Approval, it is in my professional opinion as an architect licensed in the State of Texas that it is very reasonable and appropriate to vote in favor of approving the Conditional Use Permit to allow self-storage on the subject property. I respectfully request that you do so.

Sincerely,

KAUFMAN DESIGN GROUP, INC

Sally Kaufman

Sally Kaufman, A.I.A.



January 17, 2025

To: City of Cibolo, Texas

Re: Application for Conditional Use Permit for a 3-story self-storage project on Old Wiederstein Rd. behind the future QuikTrip store at the SE corner of FM 1103 and Old Wiederstein Rd.

Dear Planning Staff and City Council members,

As you know from the above-referenced Application for CUP and our attendance at previous Planning Commission and City Council meetings, our firm is the civil engineer of record for both the planned QuikTrip and the proposed 3-story self-storage at the SE corner of Old Wiederstein and FM 1103 in the City of Cibolo. Our firm has been in business for 23 years, having been formed in January of 2002 in Boerne, Texas. We offer civil engineering, construction management, project management, land planning, consulting and land surveying services to both the public and private sectors. We respectfully ask that this letter be read at the final City Council hearing and be considered a letter of support of the Applicant, urging you to vote in favor of approving the Conditional Use Permit for the proposed self-storage development situated on the C-3 zoned property for several compelling reasons.

Under the City's zoning code, self-storage may be allowed as a conditional use in not only the subject C-3 General Retail/Office zoning but also in the less intensive C-2 Community Retail/Service zoning classification. With modern multi-level climate-controlled storage developments being developed on smaller, more neighborhood friendly sites than the earlier generations of all single-story drive-up storage, many jurisdictions such as the City of San Antonio now allow self-storage as a permitted use in neighborhood C-2 zoning. In this particular application for the required Conditional Use Permit, the Applicant/Developer has agreed to meet both the original Conditions for Approval proposed by staff as well as all of the additional Conditions for Approval that were composed by staff for this final City Council meeting on the matter based on the Councilmembers' concerns expressed at the previous meeting such as compliance with landscaping and lighting requirements, architectural features and colors that blend in with surrounding developments, etc. The Applicant has also provided very attractive elevations and a rendering of the proposed project toward that end.

Additionally, although the proposed project is not in close proximity to any residences except for the current owner Mr. Marbach, self-storage is often being developed in locations that serve as a buffer between neighborhood uses such as residential, offices or even schools, and more intensive commercial uses with heavier traffic such as convenient stores and restaurants. Just with respect to our prolific client QuikTrip, there are several self-storage projects that have been developed or are planned on property adjacent to their locations. **With (1) this particular CUP property being adjacent to the rear side of the planned QuikTrip, (2) having support from the rear adjacent neighbor that will benefit from the Emergency Access Drive that will be constructed by the Applicant as part of its development and as one of the stated Conditions for Approval, and (3) the only other remaining adjacent property being the remainder of the Marbach tract which is under contract with the Applicant to be developed with other C-3 uses, it is our professional opinion having been involved in dozens and dozens of commercial projects locally and across the State of Texas that self-storage is an appropriate use for this particular property with the proposed Conditions for Approval.**

One last note, with the very challenging topography of the subject property, being very low along the Old Wiederstein frontage – i.e., six feet lower than the future finished floor elevation of the QuikTrip and the connection to the shared QuikTrip access driveway on Old Wiederstein, AND, being further complicated by the property sloping more than 20 feet upward toward the rear property line, it is hard to imagine what other small to medium commercial use would be appropriate and could economically justify the site work and infrastructure. The 3-story self-storage, with its substantial building footprint combined with limited parking needs, is uniquely positioned to balance the site in a way that makes use of the commercial frontage, makes the driveway connection for development of the future adjacent C-3 property, *and puts in Master Detention and an Emergency Drive Lane to serve the entire 14 acre Marbach property as well as the 18 acre property owned by 1103 Ventures to the rear.*

The primary alternative that we could see for this property, since it is not suitable to a large retailer with a big box budget, would be to develop the whole 14-acre Marbach property with a multi-family project that would likely use what we otherwise be valuable commercial frontage as a detention pond. We have been told that over the years, the current owner or potential buyers have applied for multi-family zoning and been denied several times before.

In light of the foregoing compelling reasons, we believe that a vote in favor of approving the Conditional Use Permit for self storage is appropriate and warranted.

Respectfully submitted,

Printed Name: CHRISTOPHER WOOD

Title: Project Engineer



Matkin Hoover Engineering & Surveying
TBPELS Firm Registration No. F-4512

From: David Marbach, Current Owner of the Property
21001 Old Wiederstein Rd
Cibolo, TX 78108

To: City Council of Cibolo, Texas

Date: January 16, 2025

Good Evening City Councilmembers,

My name is David Marbach and I am the owner of the property at 21001 Old Wiederstein Rd. that is being discussed and voted on tonight for the storage facility CUP. I wrote to you prior to the last meeting but understand that we have a couple of new Councilmembers from the recent election and although I am unable to attend due to work conflicts, I was able to watch the last meeting's discussion online.

For a brief background, my family has owned the property I live on currently, since before the 1950's. I was born and raised right here in Cibolo. I attended school here and graduated from Clemens High School in 2001. I also taught school in this district for 13 years from 2008 to 2021. I, myself, have been part of this community for over 40 years now and have watched the city grow and expand around what is now my 14 acre homestead. My property is zoned commercial C-3 and only needs this Conditional Use Permit to allow this very nice looking air-conditioned storage facility to move forward, which will pay for the infrastructure such as the driveway, access lanes, detention pond and platting for the whole property. This will allow me to finally sell my property after having it on the market for more than 10 years. By the way, my property was residential until the City initiated the rezoning to C-3 in 2013.

I apologize that I am unable to attend tonight's meeting due to another work conflict, but to be honest, it has become so emotional and upsetting for me that I think providing this written statement is the best idea anyway. I am asking again that you vote **IN FAVOR** of the Conditional Use Permit which I want to note is not a re-zoning, and is even allowed in the lighter C-2 zoning area with as a conditional use. The rendering Mr. Eckols produced is outstanding and fits in perfectly with the CVS and retail buildings across the street, and I might note looks more classy than the nearby Go Car Wash or the future QuikTrip adjacent to my property that is on the main road FM 1103. Additionally, I've seen Mr. Eckols presentation and although the City Councilmembers mention it in the hearing, Mr. Eckols actually quotes the references to my property and to the demand for retail, restaurants and medical offices and facilities that can finally become possible on the remainder of my property after all of the infrastructure and platting is in place.

In the last ten years I've been trying to sell my property, I've had two or three potential buyers pursue zoning for apartments which all got turned down at City Council. More recently shortly after Covid, I asked my Council person at the time Mr. Allen what the City wanted to see on this property that could get approved, and I was told that a mixed-use with 55-plus housing units was needed and would be welcomed, but then it was denied once again at City Council.

The current developer is the only commercial developer that has put together a master plan for the whole property staying within the C-3 zoning that the City put on my property, and the self storage portion is the only feasible development that can deal with the downhill side of my property, which will soon look like a drainage pond once the QuikTrip builds up their property with its big retaining walls on my north property line. Plus, the storage use is not concerned about being behind a gas station and will be a very nice looking building separating the back of the convenience store from the other future restaurants, retail and/or medical offices on the remaining flat portion of my property where my home currently sits. So it is a very appropriate use for this 3.9 acres, which is actually less than 3 acres if you subtract the Master Detention pond. The Planning and Zoning commission for the city has also given this proposal 100% unanimous approval and stated that it is an appropriate and nice development, it's right for the city and that it would not have any major impacts on the traffic in the area. And it should be even more appropriate now that the developer has agreed to meet all of the additional Conditions for Approval that have been added since the last City Council meeting.

As I stated in my previous letter, approving the conditional use and allowing the project to move forward will be a big tax revenue maker for the City and school district, and as I stated above I taught school in this district for 13 years. The storage facility alone should be paying something like \$150,000 in property tax, and it will allow the remainder of my property to be developed into commercial uses that pay both property and sales tax from other businesses/services that the residents of Cibolo are looking and asking for. For the last 10 years, I have been unable to sell my property and so I'm sitting on my ag-exempt homestead while the City, County and schools are receiving the minimal tax.

To sum up, I ask that when the time comes, that you vote IN FAVOR of this project going through as it is right in line with what you are looking for. It will create the much needed tax revenue for the city, county and schools and attract other businesses and services to the area, while providing a valuable resource for the citizens of Cibolo. The developer has even brought in the founder of Best Buy to invest in this project, and I'm sure that someone of that caliber only invests in high quality projects. And he chose this particular project in my hometown - Cibolo, Texas! So as I said in my last letter, it is definitely NOT a dental office or nail salon.

Thank you for your time and consideration. After ten years and several rezoning denials, I'm running out of options. I respectfully ask each of you, whether you were for or against it before seeing the nice renderings of what it will look like After hearing all of the facts and seeing the pictures, please do the right thing and vote in favor of this Conditional Use Permit, which is within the current C-3 zoning and which will allow me to finally sell my property to a commercial buyer.

David Marbach

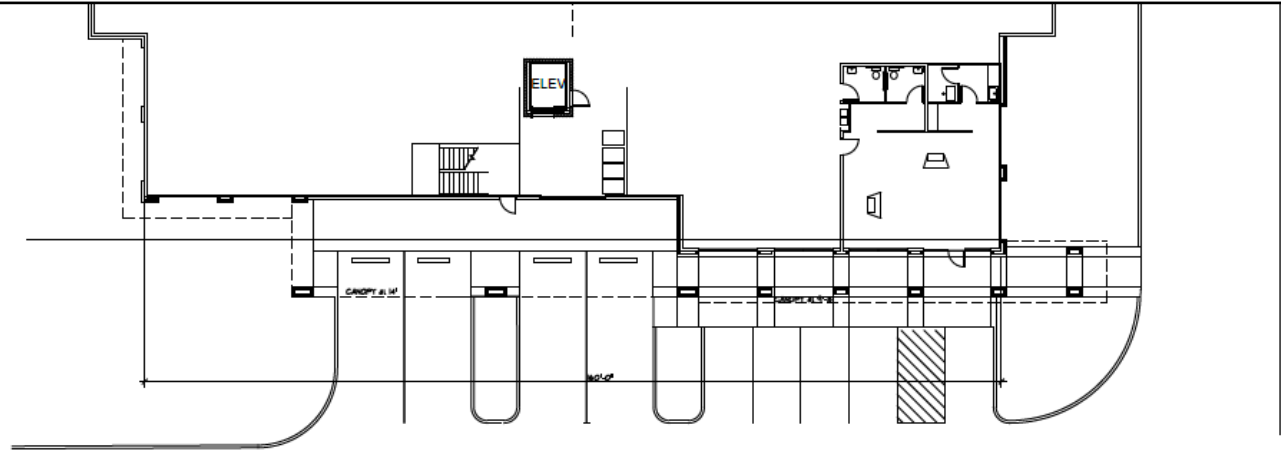


Cibolo Self-Storage CUP

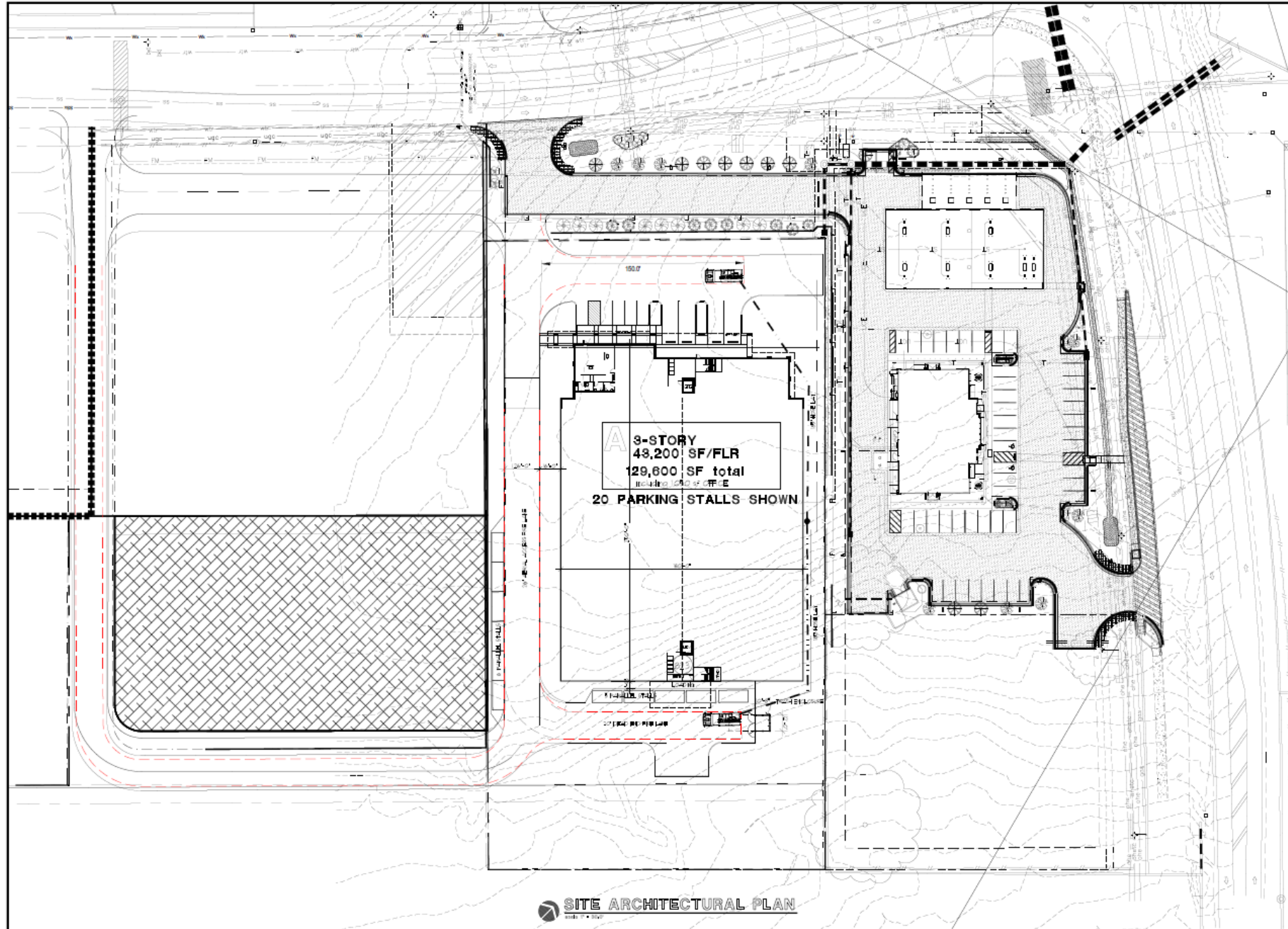
21001 Old Wiederstein Road, Cibolo, TX 78108



Architectural Elevation Rendering



Site Plan



SITE ARCHITECTURAL PLAN

ISSUE	DATE
1.0	11-23-24

PROPOSED
SELF STORAGE
 OLD WEIDERSTEIN RD at FM 1103
 CIBOLO, TEXAS

**Kaufman
 Design
 Group**

ARCHITECTURE

9415 E. HARRY ST.
 SUITE 405
 WICHITA, KS 67207
 (316) 618-0448
 wdg@kdginc.com

SHEET TITLE
 1 OF 1 SITE ARCHITECTURAL

SHEET NUMBER

SA1

OF SHEETS

Mixed Use Concept Plan



C) Cibolo Office Market

As a microcosm of trends occurring throughout the Outer Counties submarket, Cibolo's existing office inventory is limited. Once again, corresponding with the minimal number of white-collar businesses operating within the City's limits. The existing inventory primarily is small scale offices that have been converted from single family homes, old banks, or an office space attached to a broader production facility. To this point, several medical office users are occupying traditional retail strip centers due to the lack of desirable space.

However, Cibolo is well-positioned to expand its office inventory, particularly to accommodate small businesses or 'hub and spoke' models for larger businesses. The 'hub and spoke' model, popularized by national-scale businesses, involves downsizing from previous office setups due to shifting workplace preferences. The model allows businesses to maintain a presence in a metropolitan region without the need for extensive office space. In light of these opportunities, RKG Associates recommends that Cibolo streamline investments towards office spaces ranging between 1,000 to 5,000 square feet.

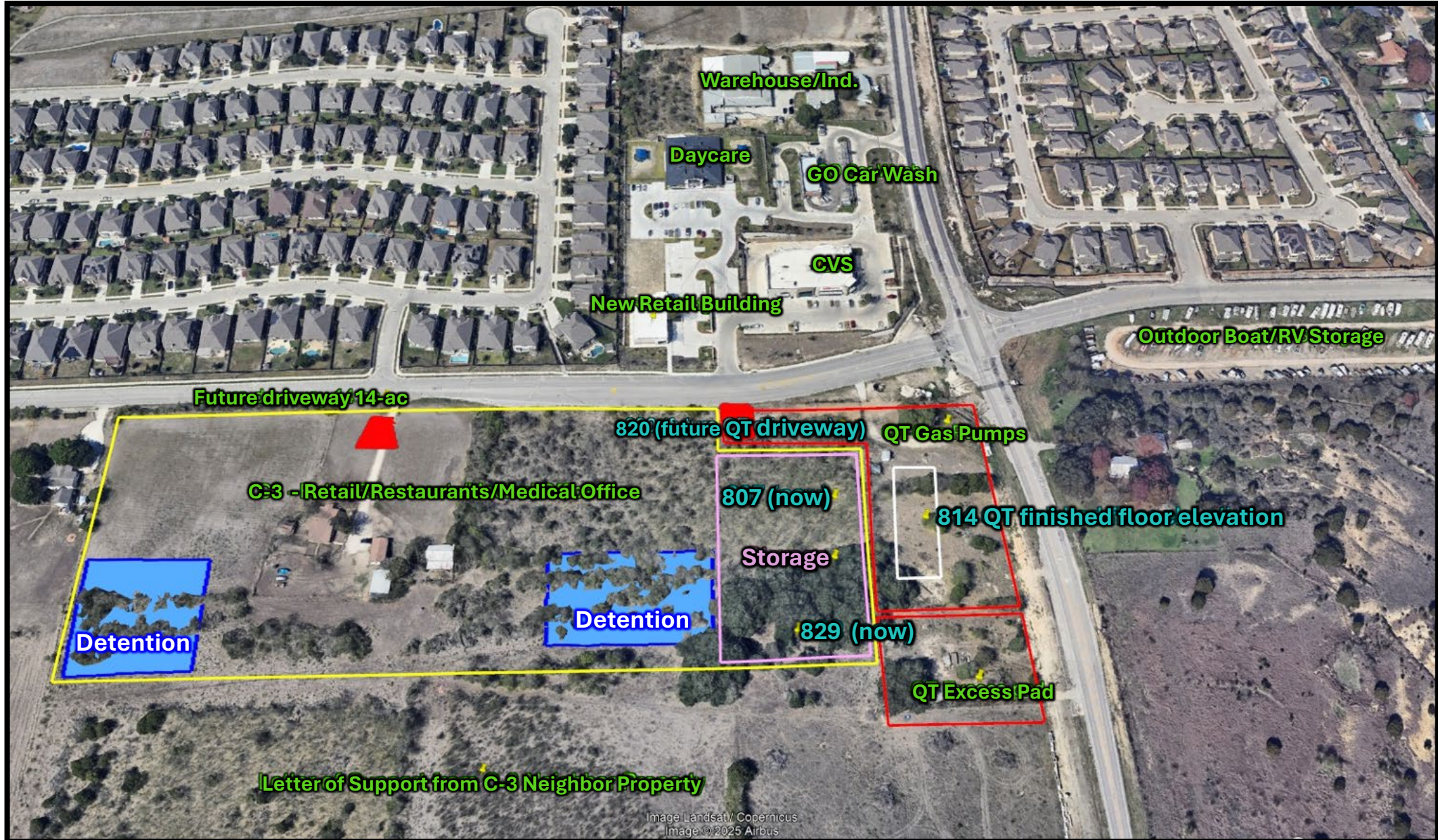
D) Medical Offices in Cibolo

Medical uses, particularly dental offices, have accounted for the majority of office investment in Cibolo. This heightened investment in medical spaces reflects a growing unmet demand for healthcare services among the City's expanding demographic cohorts, particularly young families and seniors. Data indicates that more than 94% of medical spending by Cibolo residents occurs outside the City limits (a detailed graphic of this finding is in the target industry chapter of this report). While the City's current population level does not meet the threshold to justify investment in a full-scale hospital due to the presence of these facilities in nearby communities, it is adequate for off-campus surgical centers, private physicians' offices, and similar facilities. Moreover, senior care services such as assisted living facilities are apparently undersupplied, which RKG Associates learned through interviews with local stakeholders.

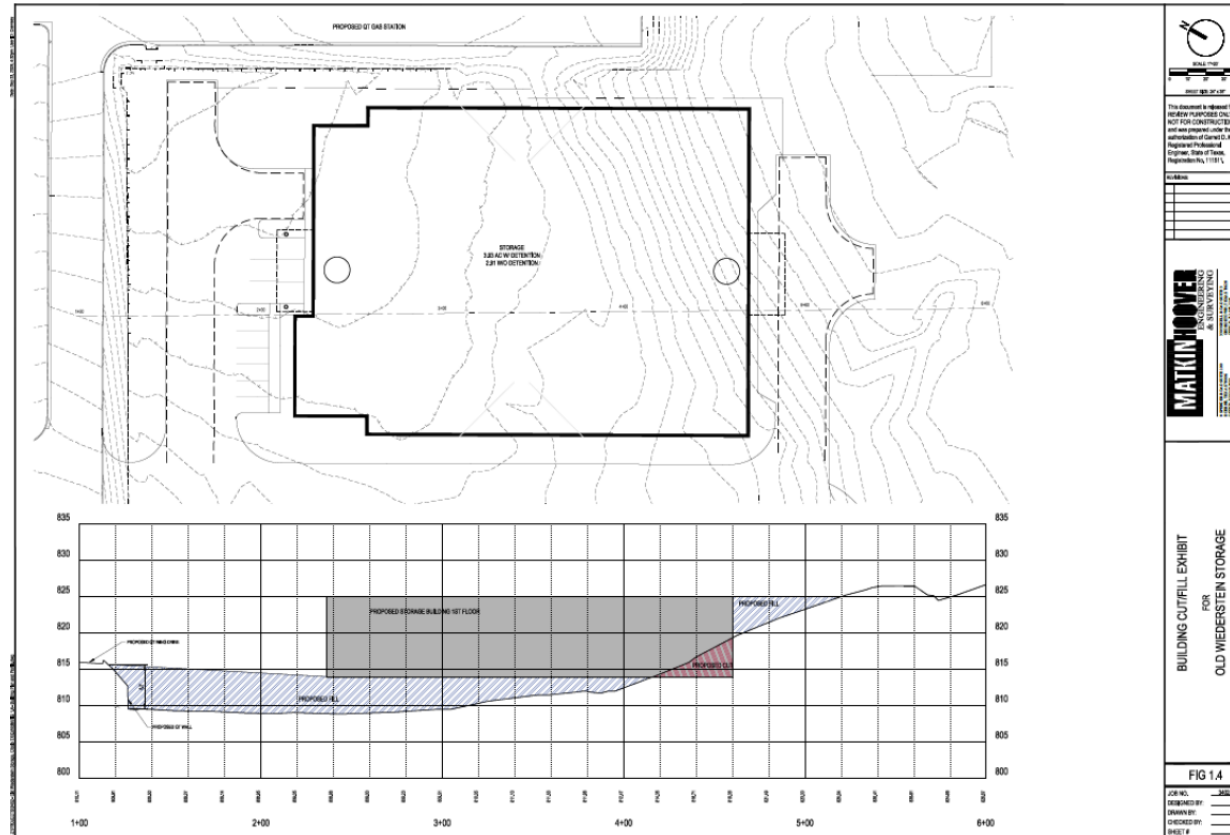
2. RETAIL MARKET

The Outer Counties retail submarket consists of the same three counties as its office submarket: Guadalupe County, Comal County, and Kendall County (Map 4-4). As observed in the office market analysis, REIS only began tracking the Outer Counties' retail submarket since 2019. Northbound investment beyond Bexar County and San Antonio led to REIS to begin tracking the Outer Counties, as unprecedented levels of household growth in the previous decade stimulated retail inventory expansions. This includes Cibolo, absorbing retail investment in recent years due to the City's access to Interstate-35 and larger local consumer base.

Topography and Surrounding Uses



Balancing Sloping Topography: Basement in the rear and filling in the front



Letters of Support

- Capital Partner
- QuikTrip Neighbor
- Rear C-3 Neighbor
- Architect
- Civil Engineer
- Fire Marshall Recommendation

**Letter of Support from
Capital Partner
(Family office of founder of
Best Buy)**



Date: January 3, 2025

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd.;
Development of the 14 +/- acre "Marbach Property"

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas

I am writing to you on behalf of OV Development, a subsidiary of Olympus Ventures ("OV") based in Minneapolis, MN. OV serves as the family office of Richard Schulze, the founder and former chairman of Best Buy. The office also houses the Richard M. Schulze Family Foundation which serves as the philanthropic platform that supports organizations operating in the areas of human & social services, education, including scholarship awards to graduating students, health & medicine, and entrepreneurship.

OVD has issued a Letter of Intent to the Applicant for the above referenced Conditional Use Permit for self-storage on Old Wiederstein Rd to provide the investment capital and collaborate in the development of the Marbach Property.

In our view, the proposed self-storage portion of Phase 1 uniquely justifies and pays for the costly site work; master detention, driveways and other infrastructure necessary to balance the topography on the northern portion of the Marbach property and lays the groundwork for a cohesive and cost-effective overall development. Accordingly, we would welcome your support and vote in favor of the proposed Conditional Use Permit for self-storage which will enable Phase I of the proposed project and corresponding capital investment to move forward.

We are very excited about the opportunity to invest in the City of Cibolo and to become a contributing corporate member of the community.

Sincerely,

OV Development LLC

By: *Della Kolpin*
Printed Name: Della Kolpin
Title: Managing Director - Real Estate Development

Letter of Support from QuikTrip



QT South, LLC
Matthew D. Miller
President

*742 NW Loop 410, Suite 102
San Antonio, TX 78216*

January 23rd, 2025

To whom it may concern,

To: The Mayor and City Councilmembers of Cibolo, Texas

Re: Zoning Case regarding a Conditional Use Permit for the proposed 3-story self-storage on Old Wiederstein Rd. behind and adjacent to the future QuikTrip store to be constructed at the southeast corner of FM 1103 and Old Wiederstein Rd.


This letter represents our support in favor of approving the above referenced zoning case involving a Conditional Use Permit for the proposed self storage development to be located adjacent to our planned store. The undersigned representative of QuikTrip has met with the developer Mr. Eckols regarding the proposed self storage project to be located adjacent to our future store on a portion of the Marbach property that will share our future driveway entrance from Old Wiederstein Rd. Subsequently, we referred Mr. Eckols to Matkin Hoover Engineering, the civil engineering firm that designed our future store, so that he may efficiently coordinate his development to be consistent with the future conditions, site plan and elevations of our future store, and more particularly, the future shared access drive.

We have no objection to self storage as a use abutting the rear of our store and we understand from Mr. Eckols that his proposed development will involve balancing and raising the elevation of the property in order to connect to the driveway that we will share in accordance with an existing recorded shared access easement. Mr. Eckols has also shared information regarding his capital partner Olympus Ventures and a conceptual plan to develop the remainder of the 14-acre property next to our future QuikTrip with a mix of retail, restaurants and/or medical office/imaging/outpatient surgical centers.

Accordingly, we believe this would be a positive development that will benefit both the business and customers of QuikTrip as well as the citizens and tax base of the City of Cibolo. We recommend that City Council vote in favor of the proposed Conditional Use Permit in order to initiate the first phase of the proposed commercial development on what is currently a residential homestead with C-3 zoning. Thank you for your consideration.

Sincerely,

QT South, LLC

By: 
Printed Name: Matthew D. Miller
Title: President

Letter of Support from Rear C-3 Neighbor

1103 Ventures LLC
34 Three Lakes Drive
San Antonio, Texas 78248
Ph (210) 268-5725

Date: September 26, 2024

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd. behind the future Quik Trip convenience store planned at the corner of FM 1103 and Old Wiederstein Rd.

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas

I am the authorized representative of 1103 Ventures LLC, which owns the approximately 19 acre property situated next to the future Quik Trip and their excess pad site on FM 1103. The 19 acre property also is adjacent to and situated behind the David Marbach property that fronts on Old Wiederstein Rd. I met with Mr. Jeff Eckols of Intergold Investments, LLC, the developer involved in the above referenced zoning case, and he provided me a copy of his CUP presentation and we discussed the proposed development in detail.

This letter evidences the unconditional support of 1103 Ventures LLC for the proposed Conditional Use Permit to allow for the 3-story self-storage project. 1103 Ventures LLC believes it is an appropriate location and use for that portion of the David Marbach property. Additionally, as part of the platting and proposed self-storage development, Mr. Eckols has offered to provide our 19-acre property with an easement to access the Emergency Fire Access Driveway shown in his CUP Presentation. This will enhance our ability to develop our 19-acre property since we will then have emergency fire access available from both Old Wiederstein Rd. as well as from our frontage on FM 1103. This is logical for everyone since the proposed fire lane is already designed to extend to the back of David Marbach property and all that will be needed is an additional emergency gate between our 19-acre property and the back of the David Marbach property.

1103 Ventures LLC strongly recommends the approval of the Conditional Use Permit and requests that you vote in favor of the above referenced Conditional Use Permit.

Sincerely,

1103 Ventures LLC



By:

Printed Name: VISTAW VENUDATELLI

Title: OWNER PARTNER / AGENT

Acknowledged by:
Intergold Investments, LLC


Jeff Eckols, Manager

Cibolo Fire Marshall Recommendation

From: **Garcia, Justin** <jgarcia@cibolotx.gov>
Date: Fri, Sep 27, 2024 at 3:07 PM
Subject: Re: Old Wiederstein Storage- Fire access Questions-3402
To: Chris Wood <cwood@matkinhoover.com>
Cc: Josh Valenta <jvalenta@matkinhoover.com>, City Building Official <cbo@cibolotx.gov>, Graham Cook <gcook@matkinhoover.com>, Jeff Eckols <jeckols@gmail.com>

Chris,

Thanks for taking my phone call on Thursday, I was able to review the attachments. The conversation regarding the fire emergency access development would definitely benefit the overall future development. It would be in everyone's interest to move forward with this proposal.

Respectfully,



**BUILDING DEPARTMENT
PERMITS & INSPECTIONS**

Justin Garcia
FIRE INSPECTOR

(210) 658-4175

WWW.CIBOLOTX.GOV

JGARCIA@CIBOLOTX.GOV

201 W.LOOP 539
CIBOLO, TEXAS 78108

Click this link to Create Account, Apply for Permits or Pay Fees: mgoconnect.org

CONFIDENTIALITY NOTICE

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Sealed Letter of Support from Architect

addition to meeting all Code-related requirements, I specifically noted and understand the intent of Condition 11, which provides that "building plans submitted to the City of Cibolo for review and approval shall be consistent with and shall not substantially deviate from the architectural elevations and renderings approved with the CUP for Convenience Storage."

In light of the property-specific considerations, along with Applicant's ability and willingness to fully comply with the Conditions For Approval, it is in my professional opinion as an architect licensed in the State of Texas that it is very reasonable and appropriate to vote in favor of approving the Conditional Use Permit to allow self-storage on the subject property. I respectfully request that you do so.

Sincerely,

KAUFMAN DESIGN GROUP, INC

Sally Kaufman

Sally Kaufman, A.I.A.



January 21, 2025

To: City of Cibolo, Texas
Planning Staff and City Councilmembers

Re: Conditional Use Permit for the proposed 3-story self-storage project on Old Wiederstein Rd.

Dear Staff and City Councilmembers,

I am the architect for the proposed 3-story self-storage at the SE corner of Old Wiederstein and FM 1103 in the City of Cibolo behind the future QuikTrip convenience store. I have been in business for over 30 years and am licensed in 26 states including Texas. I have an extensive background in self-storage, having designed approximately 260 projects nation-wide, and approximately 120 in Texas alone. I am based out of Wichita, Kansas and cordially request that this letter be read at the final City Council hearing and be considered a letter of support and in favor of approving the Conditional Use Permit for the proposed self-storage development situated on the C-3 zoned property the City of Cibolo.

Self-storage has evolved significantly from when I began designing projects years ago. For example, in the earlier years, projects were often designed as single-level drive-up buildings with exterior loading roll-up doors and fewer if any climate-controlled units, and they were often built by "mom and pop operators". In more recent years, projects are often designed as one multi-story, all climate-controlled building such as the one proposed in Cibolo, with attractive architectural design features that are suitable next to almost any real estate product type you can imagine. These modern Class A multi-story climate-controlled projects are frequently owned and/or operated by major self-storage REITs such as Cubesmart, Extra Space Storage, and other institutions. They have become increasingly recognized in the professional land planning community as a quiet and low-traffic use that can often serve as a beneficial buffer between, on one side - more intensive high-traffic uses such as big box retail, busy restaurants, or in the present case, a convenience store, and on the other side - quieter uses such as neighborhood retail, office, residential developments and even schools. It is my professional opinion that the proposed project's specific location does in fact serve as a beneficial buffer between uses, as one side is adjacent to the gas station pumps, delivery loading zone and rear wall of the QuikTrip convenience store, and on the other side, the desired future retail, restaurant, medical office or other C-3 uses. It is also my understanding that the owner of the C-3 property behind the proposed self-storage location has provided a letter in support of approving the CUP, evidencing a desirable buffer on all adjacent sides of the proposed self-storage.

This growing acceptance of the modern Class A self-storage as a desirable neighborhood use is evidenced by many jurisdictions such as the City of San Antonio now permitting self-storage by right within its C-2 zoning classification, where in years passed self-storage required C-3R zoning, where the "R" was a "Restriction" similar to a Conditional or Special-Use Permit. Similarly, I understand that the City of Cibolo in recent years passed an ordinance allowing self-storage within its C-2 Neighborhood Retail zoning, in addition to allowance in C-3 General Retail zoning, with a Conditional Use Permit. In that regard, the Applicant forwarded to me the attached "Conditions For Approval of Convenience Storage" which have been prepared by Cibolo Staff. After reviewing the Conditions For Approval thoroughly, I am fully prepared and see no obstacle to providing construction drawings for the proposed project that will fully comply with these Conditions For Approval. In

Sealed Letter of Support from Engineer



January 17, 2025

To: City of Cibolo, Texas

Re: Application for Conditional Use Permit for a 3-story self-storage project on Old Wiederstein Rd. behind the future QuikTrip store at the SE corner of FM 1103 and Old Wiederstein Rd.

Dear Planning Staff and City Council members,

As you know from the above-referenced Application for CUP and our attendance at previous Planning Commission and City Council meetings, our firm is the civil engineer of record for both the planned QuikTrip and the proposed 3-story self-storage at the SE corner of Old Wiederstein and FM 1103 in the City of Cibolo. Our firm has been in business for 23 years, having been formed in January of 2002 in Boerne, Texas. We offer civil engineering, construction management, project management, land planning, consulting and land surveying services to both the public and private sectors. We respectfully ask that this letter be read at the final City Council hearing and be considered a letter of support of the Applicant, urging you to vote in favor of approving the Conditional Use Permit for the proposed self-storage development situated on the C-3 zoned property for several compelling reasons.

Under the City's zoning code, self-storage may be allowed as a conditional use in not only the subject C-3 General Retail/Office zoning but also in the less intensive C-2 Community Retail/Service zoning classification. With modern multi-level climate-controlled storage developments being developed on smaller, more neighborhood friendly sites than the earlier generations of all single-story drive-up storage, many jurisdictions such as the City of San Antonio now allow self-storage as a permitted use in neighborhood C-2 zoning. In this particular application for the required Conditional Use Permit, the Applicant/Developer has agreed to meet both the original Conditions for Approval proposed by staff as well as all of the additional Conditions for Approval that were composed by staff for this final City Council meeting on the matter based on the Councilmembers' concerns expressed at the previous meeting such as compliance with landscaping and lighting requirements, architectural features and colors that blend in with surrounding developments, etc. The Applicant has also provided very attractive elevations and a rendering of the proposed project toward that end.

Additionally, although the proposed project is not in close proximity to any residences except for the current owner Mr. Marbach, self-storage is often being developed in locations that serve as a buffer between neighborhood uses such as residential, offices or even schools, and more intensive commercial uses with heavier traffic such as convenient stores and restaurants. Just with respect to our prolific client QuikTrip, there are several self-storage projects that have been developed or are planned on property adjacent to their locations. **With (1) this particular CUP property being adjacent to the rear side of the planned QuikTrip, (2) having support from the rear adjacent neighbor that will benefit from the Emergency Access Drive that will be constructed by the Applicant as part of its development and as one of the stated Conditions for Approval, and (3) the only other remaining adjacent property being the remainder of the Marbach tract which is under contract with the Applicant to be developed with other C-3 uses, it is our professional opinion having been involved in dozens and dozens of commercial projects locally and across the State of Texas that self-storage is an appropriate use for this particular property with the proposed Conditions for Approval.**

One last note, with the very challenging topography of the subject property, being very low along the Old Wiederstein frontage – i.e., six feet lower than the future finished floor elevation of the QuikTrip and the connection to the shared QuikTrip access driveway on Old Wiederstein, AND, being further complicated by the property sloping more than 20 feet upward toward the rear property line, it is hard to imagine what other small to medium commercial use would be appropriate and could economically justify the site work and infrastructure. The 3-story self-storage, with its substantial building footprint combined with limited parking needs, is uniquely positioned to balance the site in a way that makes use of the commercial frontage, makes the driveway connection for development of the future adjacent C-3 property, **and puts in Master Detention and an Emergency Drive Lane to serve the entire 14 acre Marbach property as well as the 18 acre property owned by 1103 Ventures to the rear.**

The primary alternative that we could see for this property, since it is not suitable to a large retailer with a big box budget, would be to develop the whole 14-acre Marbach property with a multi-family project that would likely use what we otherwise be valuable commercial frontage as a detention pond. We have been told that over the years, the current owner or potential buyers have applied for multi-family zoning and been denied several times before.

In light of the foregoing compelling reasons, we believe that a vote in favor of approving the Conditional Use Permit for self storage is appropriate and warranted.

Respectfully submitted,

Printed Name: CHRISTOPHER WOOD

Title: Project Engineer



Matkin Hoover Engineering & Surveying
TBPELS Firm Registration No. F-4512

Site and Area Photos

Approaching the intersection of FM1103 and Old Weiderstein from IH-35
(Looking at future QuikTrip convenience store on SE corner)



Future QT corner on the left will be elevated with retaining wall similar to CVS on the right



Retaining walls of CVS higher than top of trucks at intersection



Facing North from QT shared driveway toward FM 1103 with future QT gas pumps on the right



Facing East toward shared QT access driveway and proposed Storage property
(Front fence line elevation is 807 ft, rear elevation near oak trees in the back is 829 ft)



Facing South on Old Weiderstein toward remainder of 14-ac Marbach Property



Facing West from future QT/Storage shared driveway





ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR 3.93 ACRES OUT OF 12.763 OF REAL PROPERTY DESCRIBED AS ABS: 277 SUR: J N RICHARDSON 12.7630 AC, ADDRESSED AS 21105 OLD WIEDERSTEIN ROAD TO ALLOW FOR CONVENIENCE STORAGE 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.

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 David Marbach ("Owner") owns approximately 12.763 acres of land located within the corporate limits of the City, composed of one parcel, described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC, and generally located at 21105 Old Wiederstein Road ("Property"); and

WHEREAS, the City Council finds that Owner has sought a Conditional Use Permit ("CUP") for a 3.93 acre portion of the Property; and

WHEREAS, the City Council finds that the Property presently has a zoning classification of Retail/Office (C-3); and

WHEREAS, the City Council finds that the Owner intends to use the convenience storage use as part of a large-scale commercial development to be developed on the remaining part of the Property.

WHEREAS, the City Council finds the Property contains an existing structure, and Owner plans to use a portion of such structure as a part of a development of the large-scale commercial development on the remainder of the Property; and

WHEREAS, the City Council finds the Owner is proposing to construct a three-story building to serve the public as a convenience storage business; and

WHEREAS, the City Council finds Article 13 of the UDC allows convenience storage uses within agriculturally zoned properties with the approval of CUP; and

WHEREAS, the City Council finds that the Owner's representative, Jonathan McNamara, Matkin Hoover Engineering, has submitted to the City an application for a CUP to allow 3.95 acres of the Property to be improved to conduct a convenience storage business use on the Property; and

WHEREAS, the City Council finds that, pursuant to Sections 4.3.1.5 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 Convenience Storage 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 4.3.1.5. 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 Convenience Storage use, with conditions.

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 3.93 acres out of ABS: 277 SUR: J N RICHARDSON 12.7630 AC, both depicted in **Exhibit A** attached hereto and incorporated herein for all purposes.

SECTION 3. CUP Granted. A CUP for the conditional use of Convenience Storage 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:

1. Site Plan – A site plan in compliance with UDC Sec. 12.3.2 must be submitted for review and shall not substantially deviate from the concept plan approved with the CUP.
2. Building & Fire Codes – Applicant must comply with all Building and Fire Code requirements.
3. 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.
4. Additional Uses – No other conditional uses are allowed under this conditional use permit.
5. Recordation of Plat – A subdivision plat must be submitted for review and approval with the City of Cibolo and recorded upon completion.
6. Retail/Office (C-3) Regulations - All regulations of the Retail/Office (C-3) Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
7. Review fees - All fees associated with the review and processing of the application must be paid in full.
8. CUP Applicability – This Conditional Use Permit for Convenience Storage applies only to the 3.93-acre portion of the 12.7630-acre tract, described as part of the J N Richardson Survey, Abstract 277, Guadalupe County, Texas. The conditional use of Convenience Storage must be developed in accordance with the concept plan for the approved CUP.
9. Landscaping - A landscaping plan subject to the requirements of Article 17 of the UDC must be submitted to the City of Cibolo for review and approval as part of the site plan application. All landscaping must be completed pursuant to an approved landscaping plan prior to the issuance of a Certificate of Occupancy.
10. Exterior Lighting – A lighting plan subject to the illumination standards of Article 7 of the UDC must be submitted to the City of Cibolo for review and approval as part of

the site plan application. The plan must ensure that light pollution, glare, and trespass are minimized, with illumination at the property lines limited to one (1.0) foot candle. All lighting must be completed pursuant to an approved lighting plan prior to the issuance of a Certificate of Occupancy.

11. Exterior Architectural Elements – Building plans submitted to the City of Cibolo for review and approval must be consistent with and shall not substantially deviate from the architectural elevations and renderings approved with the CUP for Convenience Storage. Exterior building colors must adhere to the Sherwin Williams Historic Color Palette per Section 8.3.2.B of the UDC and be compatible with the colors of nearby buildings along Old Wiederstein Road.

12. Emergency Access Easement – An egress/ingress easement must be established to provide secondary emergency access for both the subject property and the adjacent property to the rear off FM 1103. This easement must be depicted on the recorded subdivision plat and included as a plat note to ensure the egress/ingress easement extends from the front property line on Old Wiederstein Road, southward across the subject property, to the rear property line shared with the adjacent property off FM 1103.

13. Detention Facility – Onsite detention is required, as shown on the concept plan. A plat note must be included on the recorded subdivision plat stating that the maintenance and upkeep of the proposed detention pond and all onsite drainage improvements are the sole responsibility of the property owner’s association (POA).

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 11th day of February 2025.

Mark Allen, Mayor

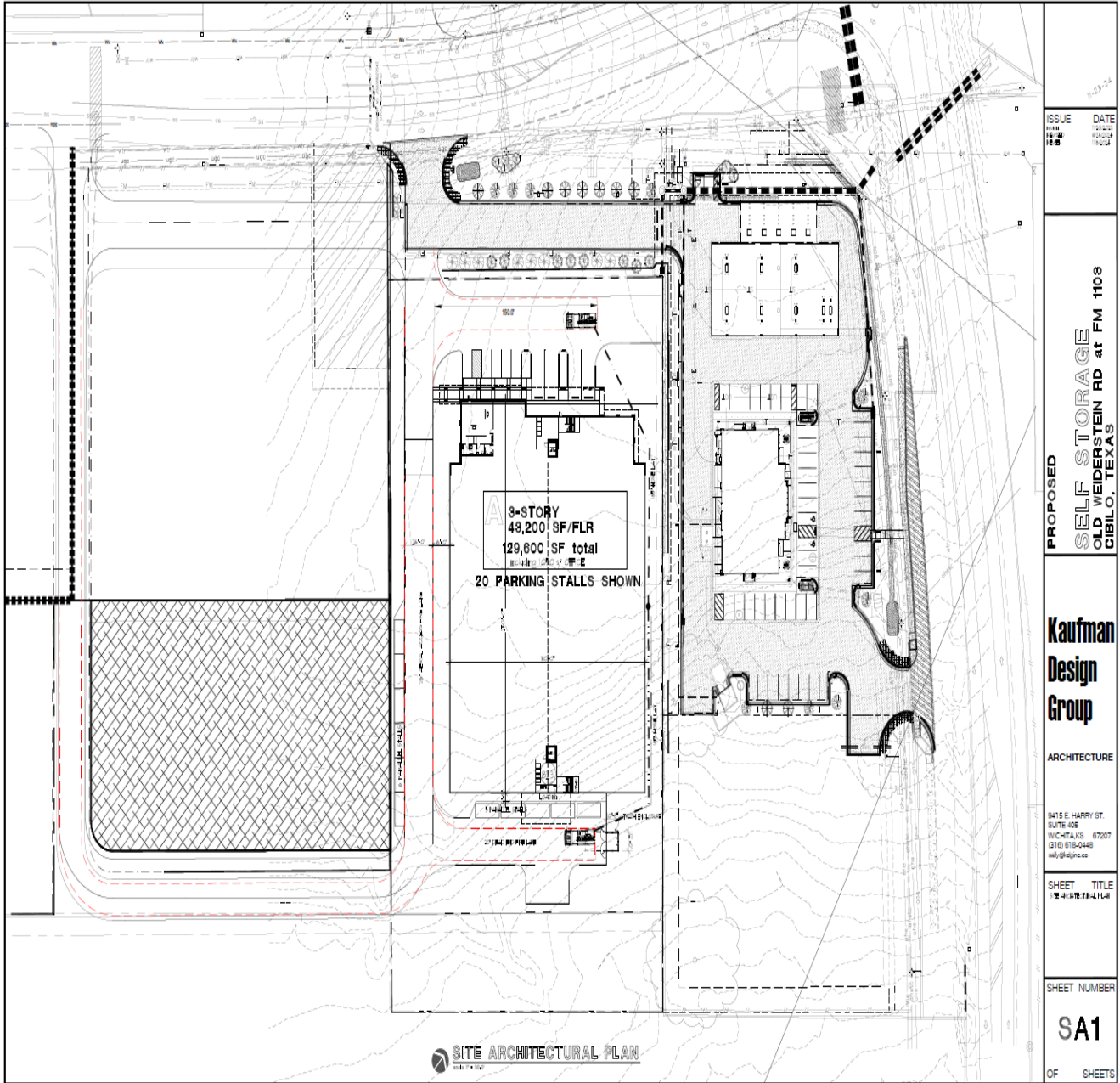
ATTEST:

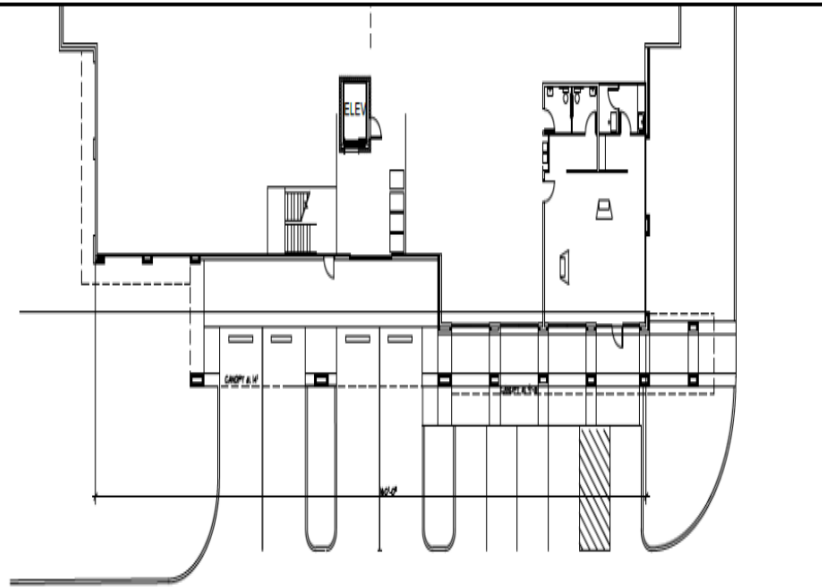
APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney

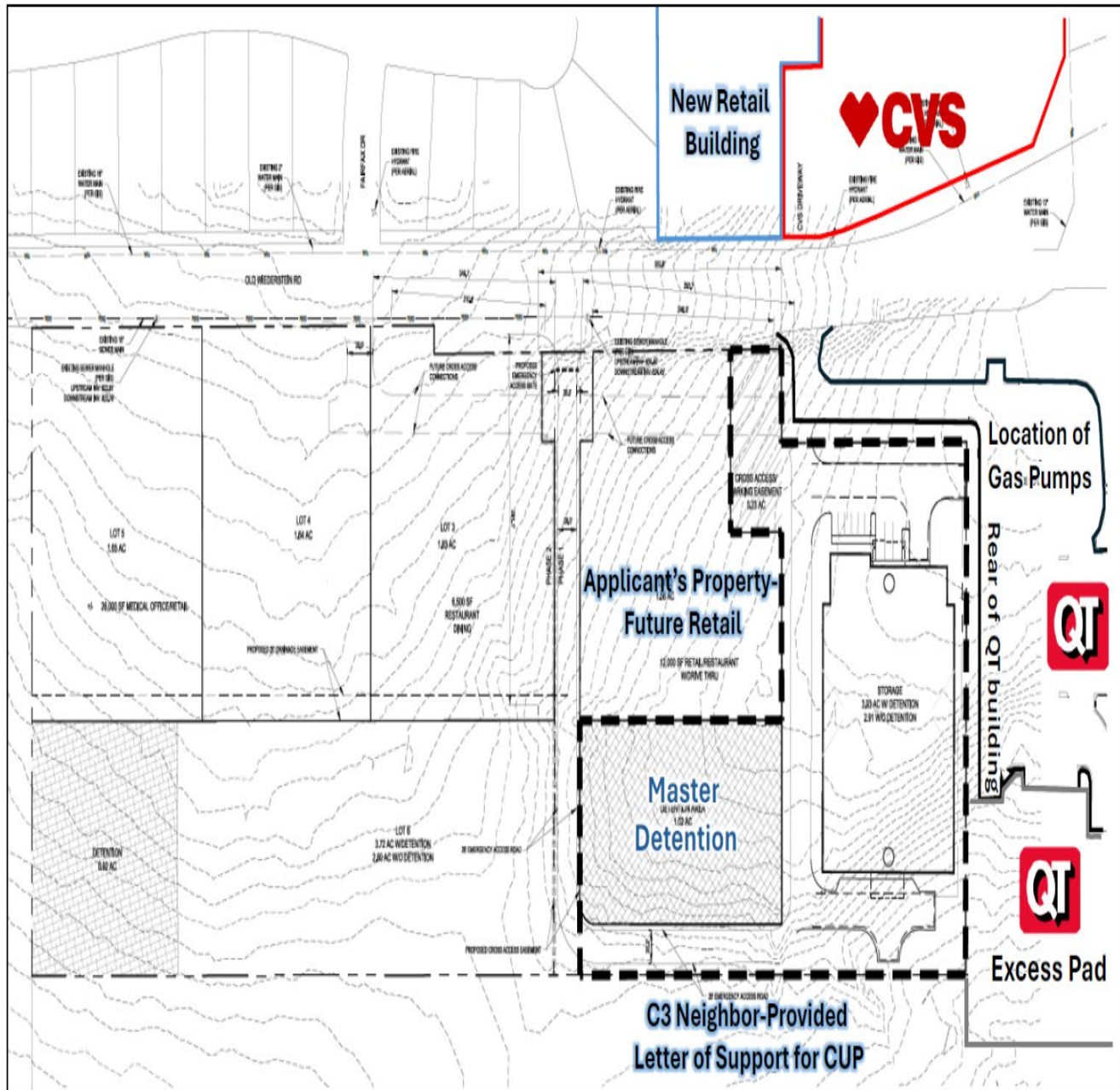
Exhibit A





EXTRA SPACE STORAGE OLD WEIDERSTEIN ROAD CIBILO, TEXAS

Kaufman Design Group
 ARCHITECTURE 19834





City Council Regular Meeting Staff Report

A. Approval/Disapproval of a Resolution determining a public necessity to acquire real property interests in certain properties and authorizing the acquisition of property rights by the exercise of the power of eminent domain for the Tolle Road Reconstruction Project ; authorizing the city attorney to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and regulations, specifically including Chapter 21 of the Texas Property Code; and finding and determining that the meeting at which this resolution is passed, by a record vote, is open to the public as required by law. (Mr. Reed/Mr. Hyde)

Meeting	Agenda Group
Tuesday, February 11, 2025, 6:30 PM	Resolutions Item: 14A.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

2018 – In May, City Council approved Proposition C (Tolle Road) Ballot Language for the November 2018 election, which was approved by the voters.

2019 – Following the approval of Proposition C, City Council authorized the issuance of General Obligation (“GO”) Bonds. The GO Bonds were issued in September.

2020 – In March, City Council authorized the City Manager to execute a task order for Lockwood, Andrews & Newnam, Inc. (LAN) to provide Professional Engineering and Surveying Services through Schematic Design Phase (30%) for the Tolle Road Reconstruction & Shoulder Widening Project.

2021 – In December, City Council authorized the City Manager to execute Task Order 21-01 with LAN to provide Professional Engineering and Surveying Services through Design & Construction Phases for the Tolle Road & Drainage Improvements Project.

2022 – In January, Council authorized the City Manager to execute Task Order 22-02 with LAN to provide Professional Engineering and Services through Design & Construction Phases for the Tolle Road Wastewater Improvements Project.

2023 – Across multiple months, the City Council explored options for the design of the Tolle Road Reconstruction Project, including wider shoulders and to accommodate heavier traffic. In March, it approved the re-allocation of up to \$1,600,000 from American Rescue Plan Act (ARPA) funds to the Tolle Road Reconstruction Project. The Council updated the 5 Year CIP plan during budget workshops during the summer; the road project was to be placed on hold until FY25 for further consideration during the next annual budget process. In August and October, the City held town halls to update residents about the project, including challenges, ROW acquisition, the updated timing of the project based on FY24 budget process.

2024 – In January, the City Council discussed the final plan design for the Tolle Road Reconstruction Project and wastewater line installation. In February, the City Council made the decision to proceed with 20 year road original design. In the following months, City staff proceeded to engage residents for Right of Entry (“ROE”) to proceed with survey work, submit the wastewater line construction plans to the Texas Commission on Environmental Quality (TCEQ), and received TCEQ approval (in August). By the end of year, the City had obtained signed ROE forms from seven (7) of the thirteen (13) unique property owners, from whom the City needed to survey to determine acquisition (see Attachment 3).

BACKGROUND:

The history of the Tolle Road Reconstruction Project is described above under the “PRIOR CITY COUNCIL ACTION” section. This project originated in 2018 with the City Council approving language for a Proposition to place on the November 2018 election ballot. The Cibolo voters approved the Proposition. Starting with 2019 as the first year of the project following voter approval of the Proposition, the Tolle Road Reconstruction Project is entering its seventh (7th) year in 2025. The remaining work includes a survey of properties that the City will need to acquire for purposes of drainage improvements to handle a 5 year flooding event. All combined the City needs to acquire through easement or transfer of property, about 2.1 acres (See Attachment 3).

The City staff and its consultants have made effort to reach and work with the thirteen (13) property owners over the past several months. At this time, seven (7) of the thirteen (13) unique property owners have signed their ROE form. This means six (6) property owners have not. Until the City can survey all 13 properties, the City will be unable to proceed to construction.

The proposed resolution provides Notice and Intent to acquire property, including easements, for the reconstruction of Tolle Road, namely for associated drainage improvements. The City’s project engineer’s estimate on construction costs is now north of \$8 million, not including contingency or the acquisition of about 2.1 acres, which are needed for the drainage improvements (see Table 1). The City staff desire to initiate construction in 2025, but to do so will require predictability in acquiring easements and/or property interest. The construction timeline is estimated to be 18 months from start to finish.

Table 1. Engineer’s Opinion of Probable Construction Costs (OPCC) for Tolle Road Reconstruction Project

Updated Base Bid (Jan. 2025)	OPCC
General Costs (Mobilization, insurance, traffic control, etc...)	\$806,997
Roadway Improvements	\$4,488,114
Drainage Improvements	\$1,624,066
Wastewater Line Improvements	\$1,159,500
Total (without Contingency)	\$8,078,677

NOTE: The City will need to include a 5% - 10% contingency based on the size and complexity of the project.

The attached resolution authorizes the City Manager, the City Attorney, the City Secretary, and their agents be and are hereby authorized and directed to perform any and all acts within their respective spheres of official duties toward the final acquisition of the Properties for the Project, including the following:

- a. Negotiate to make offers for purchase, which may be easement or real property;
- b. Proceedings to acquire real property interests, which cannot be acquired by gift or purchase; and
- c. Create and authorize contracts, agreements, or other undertakings in connection with acquisitions for this project, authorize execution of such documents in connection with the Project, and authorize all action necessary to enforce legal obligations under said contracts, agreements, legal proceedings or other undertakings without further authorization from City Council.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution.

FINANCIAL IMPACT:

The City will incur expenses to work with property owners to sign their Right of Entry forms and, subsequently, to acquire property. The cost of acquisition of easements and/or property is to be determined by appraisals.

MOTION(S):

The Motion must be by a record vote.

Suggested Motion for Approval: I move to approve the Resolution to authorize the City of Cibola to use of the power of eminent domain to acquire properties along the Tolle Road Reconstruction Project as illustrated in Exhibit A and listed in Exhibit B for constructing drainage improvements and associated drainage activities to reduce flooding in the area and improve Tolle Road, including the operation, reconstruction, and maintenance of the Project.

Attachments

[Resolution Tolle Road.pdf](#)

[Exhibit A Tolle Road Improvements.pdf](#)

[Exhibit B Tolle Road Improvements.pdf](#)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CIBOLO CITY, TEXAS, PROVIDING NOTICE AND INTENT TO ACQUIRE PROPERTY FOR A ROADWAY RECONSTRUCTION PROJECT ON TOLLE ROAD IN THE CITY OF CIBOLO, GUADALUPE COUNTY TEXAS, FINDING AND DETERMINING PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS IDENTIFIED IN EXHIBIT "A", SUCH LAND BEING NECESSARY FOR PUBLIC USE IN CONNECTION WITH THE CONSTRUCTION, IMPROVEMENTS, AND MAINTENANCE OF TOLLE ROAD FOR USE AS A PUBLIC ROAD; AUTHORIZING SUCH ACQUISITION BY DONATION, PURCHASE, OR EMINENT DOMAIN; DETERMINING SUCH ACQUISITION IS FOR PUBLIC USE; AUTHORIZING ENTRY PERSUANT TO TEXAS LOCAL GOVERNMENT CODE 251.001; AUTHORIZING AND DIRECTING THE CITY MANAGER TO WORK WITH PROPERTY OWNERS TO ACQUIRE THE NEEDED PROPERTY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE A FINAL OFFER TO THE OWNER OF THE NEEDED REAL PROPERTY; AUTHORIZING PAYMENT OF THE COSTS OF SUCH PURCHASE OR EMINENT DOMAIN PROCEEDINGS, AS APPLICABLE, AND ASSOCIATED COSTS FOR APPRAISAL FEES, TITLE POLICIES AND SERVICES, RECORDING FEES, COURT COSTS, AND EXPERT WITNESS FEES IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY INTERESTS IDENTIFIED IN EXHIBIT "A". PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council of the City of Cibolo, Texas (the "City Council"), deems it necessary, proper and in the best interests of the public to acquire by gift, purchase, or if necessary by eminent domain, real property interests to a tract of land located in Guadalupe County, Texas as described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Properties"), for the construction, improvements, maintenance, and use of Tolle Road (the "Project"); and

Whereas, ("Property Owners") identified in Exhibit "B", own the respective Properties generally located in Exhibit "A"; and

Whereas, the City Council has determined and finds that the safety and welfare of the citizens of the City of Cibolo requires infrastructure improvements generally described as the Project; and

Whereas, the City Council finds it has temporarily lowered the speed limit on Tolle Road after a public outcry about the deteriorating condition of the road site in Exhibit A, and

Whereas, the City Council finds that public necessity exists for the acquisition of real property interests to the Properties for the Project; and

Whereas, the City Council desires to authorize the City Manager or an authorized designee to negotiate with and make offers to the Property Owners for the purchase of the Properties; and

Whereas, the City Council finds and encourages the use of possession and use agreements to expedite the Project, while reserving all Property Owner rights to receive just compensation; and

Whereas, if the City of Cibolo, acting through its duly authorized representatives, is unable to agree with the Property Owners as to the fair market value and purchase of the Properties, the City Council, pursuant to applicable provisions of the law, including, Chapter 21 of the Texas Property Code and Section 251.001 of the Texas Local Government Code, desires to authorize the City Attorney or an authorized designee to bring eminent domain proceedings on behalf of the City against the Property Owners; and

Whereas, the City Council finds that applicable law requires the City Council to **authorize the initiation of eminent domain proceedings at a public meeting by a record vote**; and

Whereas, the City Council finds that applicable law requires **“The consideration of the use of eminent domain to acquire real property” must be stated in addition to the agenda item language for this item**; and

Whereas, the City Council finds that applicable law requires **a motion to approve this Resolution to include “the approval is for all units of property to be acquired”, and the minutes must include that the “vote applies to all units of property identified in this Resolution”**; and

Whereas, the City Council finds that no member of the City Council objects to adopting a single resolution by record vote for all units of property to be acquired identified in this Resolution.

Whereas, the City Council finds applicable law requires the approval of this Resolution to be by a motion stating **“I move that the City of Cibolo, Texas authorize the use of the power of eminent domain to acquire all units of property to be acquired listed in Exhibit A, which are located along Tolle Road for the public use of public roadway improvements described as: [then read the property descriptions from Exhibit A]”**; and

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

SECTION 1. Incorporating Recitals. The recitals are hereby found to be true and correct and are hereby incorporated as part of this Resolution.

SECTION 2. Public Purpose. That public necessity requires the Project and requires the acquisition of real property interests in the Properties, together with any improvements situated thereon, if any, described in Exhibit "A" to benefit the public welfare for the purpose of constructing roadway improvements and any related appurtenances, including utilities, which will provide for the public safety and the safe operation of motor vehicles on the roadway.

SECTION 3. Properties Necessary for Public Use. The City Council of the City of Cibolo, Texas further finds that eminent domain proceedings to acquire the Property interests relating to the Project are in compliance with the requisites of law in that such condemnation is not to confer, or is a pretext to confer, a private benefit on a particular party, and is not primarily for economic benefit, but that such property is necessary for needed infrastructure and serves a public use.

SECTION 3. Authorization. The City Council hereby approves and authorizes the following:

- (a) The real property interests of the Properties by gift or purchase for and in connection with the said Project. The City Manager or an authorized designee is hereby authorized and directed to negotiate with and make offers to the Property Owners for the purchase of the Properties.
- (b) Time is of the essence to begin the Project, to expedite the construction, minimize the associated costs of the Project for all Cibolo citizens' benefit, and to minimize or eliminate increased Project costs by the passage of time, all Property Owners will be offered to execute a Possession and Use Agreement, permitting the project to go forward, while reserving all Property Owner's rights to receive full compensation for the property used for the Project.
- (c) The negotiations with the Property Owners and the offers made to the Property Owners for the purchase of the interest necessary for the project will be for the least restrictive method of acquisition and will be designed to the extent possible to minimize any impact on the Property Owners and will not be less than any City Manager approved third-party appraisal of the Properties necessary for the project. Offers may include the exchange of related improvements to the property remaining after the acquisition needed for the project.
- (d) In the event that all reasonably attempts to come to an agreement are exhausted, the City Manager or his designee shall, with the consent of the City Council by separate Resolution, authorize the City Attorney, or an authorized designee, and direct the filing or cause to be filed, pursuant to applicable provisions of the law, including, Chapter 21 of the Texas Property Code and Section 251.001 of the Texas Local Government Code, proceedings in eminent domain to acquire real property interests to the Properties which cannot be acquired by gift or purchase. The City Attorney will be also authorized to deposit any sum reflected in an Award of Special Commissioners, in the Registry of said court, and city funds are authorized to be used to pay all costs and expenses associated therewith in any eminent domain action filed to acquire the Properties needed as project costs. The City

shall request the return of any unaccounted-for Awards provided by the City after the expiration of 30 days after deposited, if any funds are unclaimed at that time.

- (e) The City Council hereby approves and authorizes such contracts, agreements or other undertakings required to carry out the purposes described in this Resolution and in connection with the said Project in the form approved by the City Attorney or an authorized designee from time to time. The City Manager, or in the absence of the City Manager, an authorized designee is hereby authorized to execute such documents in connection with the Project and take all actions necessary to effectuate the City's intent and objectives in approving such contracts, agreements or legal proceedings, or other undertakings in the event of changed circumstances. The City Secretary, or, in the absence of the City Secretary, an authorized designee is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. Once City Council consent is obtained for any specific property identified in Exhibit A, the City Attorney or an authorized designee is hereby authorized to take all action necessary to enforce legal obligations under-said contracts, agreements, legal proceedings or other undertakings without further authorization from City Council to the extent allowed by law.

- (f) The City Manager, the City Attorney, the City Secretary, and their agents be and are hereby authorized and directed to perform all acts within their respective spheres of official duties toward the final acquisition of the Properties for the Project.

SECTION 4. Repeal. 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 5. Severability. 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 6. Open Meeting Compliance. 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 7. Effective Date. 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 APPROVED THIS 11th DAY OF FEBRUARY 2025.

Mark Allen
Mayor

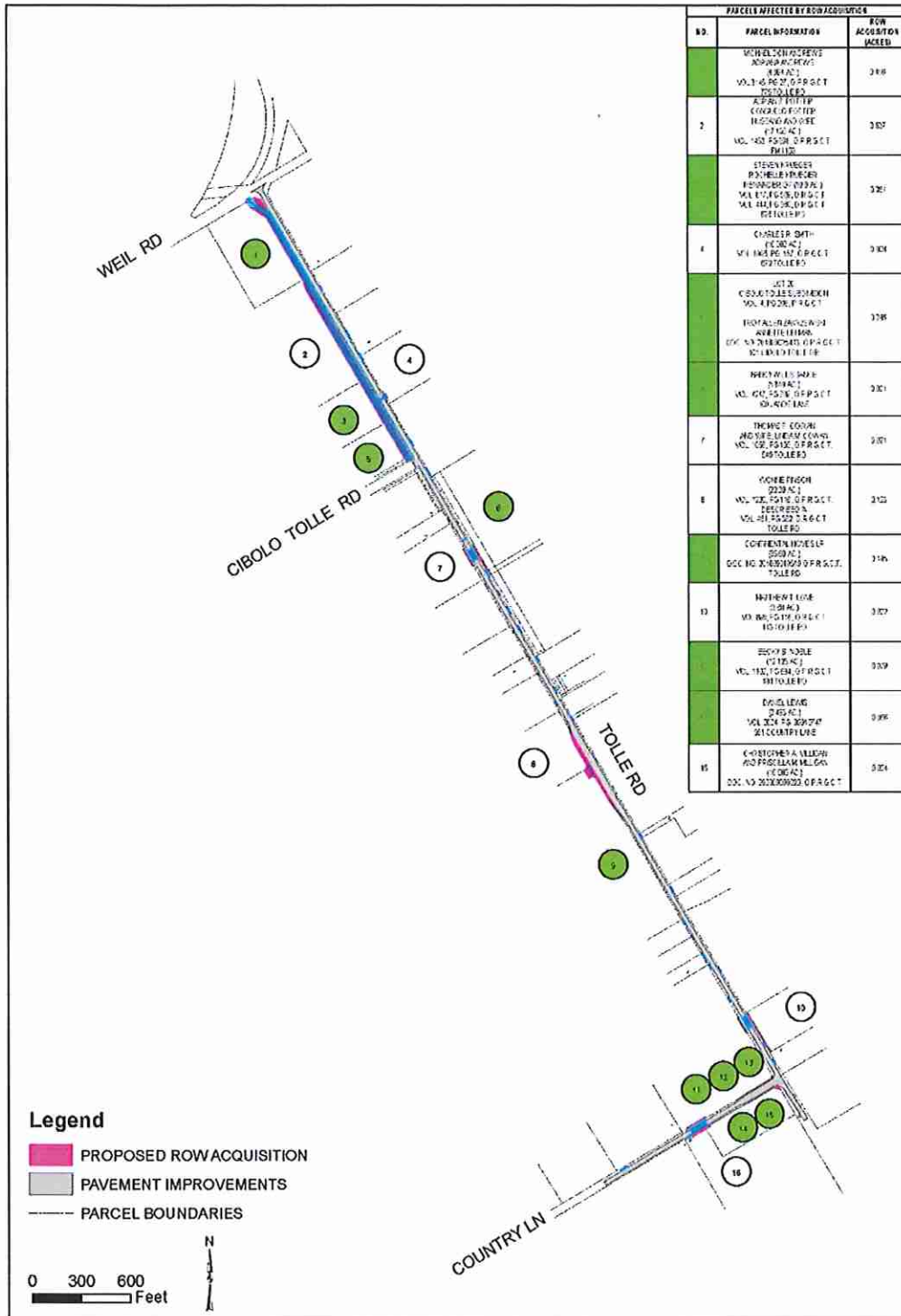
ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney

TOLLE ROAD IMPROVEMENTS CITY OF CIBOLO, TEXAS EXHIBIT A



PARCELS AFFECTED BY ROW ACQUISITION		
NO.	PARCEL INFORMATION	ROW ACQUISITION AREA
1	MICHELSON ACRES ADJACENT TO VOL. 14, PAGE 17 OF PROJECT DEEDS	246
2	AUSTIN TRIP CONGLOMERATE RECORDS OF PROJECT	202
3	STEVEN HEGGETT POSSIBLE INTEREST FOUNDERS (2014) MULTI-PURPOSE MULTI-PURPOSE PROJECTS	221
4	CHARLES SMITH (2004) MULTI-PURPOSE PROJECTS	204
5	JET CROSSING THROUGH VOL. 4, PAGE 17 OF PROJECTS FROM AUSTIN TRIP CONGLOMERATE RECORDS OF PROJECTS	228
6	NEWMAN TRACT VOL. 10, PAGE 17 OF PROJECTS	201
7	INDEPENDENT AND THE STATE OF VOL. 12, PAGE 17 OF PROJECTS	201
8	COMETROUGH (2014) VOL. 12, PAGE 17 OF PROJECTS VOL. 12, PAGE 17 OF PROJECTS	212
9	COFFMAN HILLS (2014) VOL. 12, PAGE 17 OF PROJECTS	214
10	INTERSTATE (2014) VOL. 12, PAGE 17 OF PROJECTS	207
11	RECOGNIZABLE (2014) VOL. 12, PAGE 17 OF PROJECTS	209
12	DEGLAND (2014) VOL. 12, PAGE 17 OF PROJECTS	208
13	CHRYSTINA WILSON AND PROGRAM MGMT. (2014) VOL. 12, PAGE 17 OF PROJECTS	204

**TOLLE ROAD IMPROVEMENTS
CITY OF CIBOLO, TEXAS
EXHIBIT B**

PARCELS AFFECTED BY ROW ACQUISITION			
NO.	ROE RECEIVED?	PARCEL INFORMATION	APPROX. ROW ACQUISITION (ACRES)
1	YES	MICHAEL DON ANDREWS ADRIANA ANDREWS (4.994 AC.) VOL 3145, PG 27, O.P.R.G.C.T. 775 TOLLE RD	0.456
2	NO	ADRIAN B. POTTER CONSUELO POTTER HUSBAND AND WIFE (17.138 AC.) VOL. 1453. PG 891, O.P.R.G.C.T. FM 1103	0.637
3	YES	STEVEN KRUEGER ROCHELLE KRUEGER REMAINDER OF (10.0 AC.) VOL. 617, PG. 509, D.R.G.C.T. VOL. 444, PG. 360, D.R.G.C.T.	0.261
4	NO	CHARLES R. SMITH (10.502 AC.) VOL. 1006, PG. 157, O.R.G.C.T. 672 TOLLE RD	0.008
5	YES	LOT 20 CIBOLO TOLLE SUBDIVISION VOL. 4, PG.208, P.R.G.C.T. TROY ALLEN ZAKRZEWSKI ANNETTE LEHMAN DOC. NO. 201899025443, O.P.R.G.C.T. 101 CIBOLO TOLLE DR	0.246
6	YES	NANCY WILLIS JANOE (5.610 AC.) VOL. 4247, PG. 789, O.P.R.G.C.T. 100 JANOE LANE	0.021
7	NO	THOMAS F. COWAN AND WIFE, LINDA M. COWAN VOL. 1058, PG. 105, O.P.R.G.C.T. 549 TOLLE RD	0.021
8	NO	YVONNE PINSON (22.30 AC.) VOL. 1220, PG. 116, O.P.R.G.C.T. DESCRIBED IN VOL. 461, PG. 382, D.R.G.C.T. TOLLE RD	0.123
9	YES	CONTINENTAL HOMES LP (85.60 AC.)	0.145

**TOLLE ROAD IMPROVEMENTS
CITY OF CIBOLO, TEXAS
EXHIBIT B**

PARCELS AFFECTED BY ROW ACQUISITION			
NO.	ROE RECEIVED?	PARCEL INFORMATION	APPROX. ROW ACQUISITION (ACRES)
		DOC. NO. 201889019519 O.P.R.G.C.T. TOLLE RD	
10	NO	MATTHEW T. LOVE (3.68 AC.) VOL. 898, PG. 116, O.R.G.C.T. 143 TOLLE RD	0.022
11/12/13	YES	BECKY S. NOBLE (12.125 AC.) VOL. 1102, PG. 684, O.P.R.G.C.T. 181 TOLLE RD	0.079
14/15	YES	DANIEL LEWIS (2.493 AC.) VOL. 2024, PG. 99010747 591 COUNTRY LANE	0.066
16	NO	CHRISTOPHER A. MILLIGAN AND PRISCILLA MILLIGAN (10.085 AC.) DOC. NO 202099009020, O.P.R.G.C.T.	0.024