

City Council Meeting 6:30pm - 10:30pm

Tuesday, February 25, 2025, 6:30 PM Council Chambers 200 S. Main St. Cibolo, Texas 78108

1. Call to Order

2. Roll Call and Excused Absences

2A. Excused Absence

3. Invocation

4. Pledge of Allegiance

5. Proclamation

5A. Proclamation for Designating March 1st as International Women of Color Day and March 8th as International Women's Day. (Amparo Vasquez)

6. 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 meeting, but no person may be requested to leave the meeting, but no person may be requested to leave the meeting. 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.

7. Public Hearing

7A. Conduct a Public Hearing regarding a Conditional Use Permit (CUP) request to allow a Local Convenience Store with Fuel Sales (larger than 5,000 square feet) in a Retail/Office (C-3) District for certain real property located at 1636 FM 1103, legally described as Cibolo Creek Center, Block 1, Lot 1.

8. Consent Agenda - Consent Items (General Items)

Est. Duration: 3 hr 5 min

(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 November 2024 Revenue & Expense Report pending final acceptance of the City's financial audit for the 24/25 fiscal year.

- 8B. Approval of the November 2024 Check Register.
- 8C. Approval of the Replat of the Noble Group subdivision.

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. Fire Department
- 9C. Quarterly Report on the use of See Click Fix (Mr. Beekman)

10. Ordinances

10A. Approval/Disapproval of an Ordinance of a proposed amendment to an ordinance for restricted and regulated parking surrounding the city hall complex. (Chief Andres)

11. Executive Session

- 11A. Project Theo. (Mr. Hardin)
- 11B. Project Freeze. (Mr. Hardin)
- 11C. Tolle Road Acquisition. (Mr. Reed)

11D. Legal proceeding regarding certain working conditions at the police department. (Mr. Hyde)

11E. Discussion regarding the performance and responsibilities of the City Manager, including responsiveness, compliance and adherence to the Council's motion/direction. (Councilwoman Sanchez-Stephens)

11F. Discussion on Mayor's delegation of authority. (Councilwoman Sanchez-Stephens)

11G. Receive legal advice regarding Attorney General Ruling OR2025-003949. (Mr. Hyde)

12. Open Session

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

13. Resolution

13A. 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)

14. Discussion/Action

14A. Discussion/Action to approve a Professional Services Agreement with Lionheart Places, LLC for the Old Town/Downtown Master Plan and authorize the City Manager to execute the Agreement in the amount of One Hundred Sixty Thousand Dollars (\$160,000). (Mr. Spencer)

14B. Discussion/Action to consider a request to release a 17 acre tract, described as ABS: 134 SUR Jose Flores; and, a 2 acre tract, described as ABS: 134 SUR Jose Flores, generally located at the 1100 block of Bolton Road, in Guadalupe County, from the City of Cibolo's 5-mile extraterritorial jurisdiction (ETJ). (Mr. Vasquez)

14C. Discussion/Action to consider a request to release a 19.06 acre tract of land, Pedro San Miguel Survey No.256, Abstract No. 227, Volume 567, Page 876, Deed of Records of Guadalupe County; and, a 4.26 acre tract, described as ABS: 227 SUR: P Miguel, Guadalupe County, generally located at 5711 Green Valley Road, from the City of Cibolo's 5-mile extraterritorial jurisdiction (ETJ). (Mr. Vasquez)

14D. Discussion/Action regarding the appointment of a Board of Trustees member to the Canyon Regional Water Authority and bring back a resolution to the next meeting appointing that person to the Board. (Ms. Cimics)

14E. Discussion/Action regarding the appointment of a representative to the Canyon Regional Water Authority Board of Managers and bring back a resolution to the next meeting appointing that person to the Board. (Ms. Cimics)

14F. Discussion/Action on hiring a facilitator to work with the city council. (Councilwoman D. Roberts)

14G. Discussion/Action on the FY25 Strategic Partnership Grant Program. (Mr. Hugghins)

14H. Discussion/Presentation on the update of the 2024 Racial Profiling Report. (Chief Andres)

14I. Discussion/Action regarding the interpretation of the City Charter as it relates to the mayor's authority to vote. (Councilman Hicks)

14J. Discussion /Action on hiring a new legal services for reassignment of all present and new projects from Hyde Kelley LLP. (Councilwoman Sanchez-Stephens)

14K. Discussion/Action on hiring a new legal service to assist and advise with upcoming Charter Review. (Councilwoman Sanchez-Stephens)

14L. Discussion from Councilmembers that have attended seminars, events, or meetings. (Council)

14M. Discussion on items the City Council would like to see on future agendas. (Council)

14N. 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)

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 limis

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 20, 2025



A. Proclamation for Designating March 1st as International Women of Color Day and March 8th as International Women's Day. (Amparo Vasquez)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Proclamation Item: 5A.
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

ZPB- Gamma Alpha Chi Zeta Chapter Proclamation-International Women 2025.pdf



Proclamation Designating March 1st as International Women of Color Day and March 8th as International Women's Day

WHEREAS: Zeta Phi Beta Sorority, Incorporated, celebrates 105 years of public service, having been founded on January 16, 1920, on the campus of Howard University in Washington, D.C. with the principles of Scholarship, Service, Sisterhood and Finer Womanhood.

WHEREAS: Zeta Phi Beta Sorority, Inc., Gamma Alpha Chi Zeta Chapter was chartered in South-Central Texas serving the Caldwell, Comal, Guadalupe and Hays Counties on December 8, 2020, by Robin Adams-Massenburg, Cynthia Bell, Rose Brooks, Dr. Dana Fitzpatrick, Dr. Shanae Riley, Donna Sheffield Autry, Dena Short and Dr. Shakyra Simpson-Thomas.

WHEREAS: Zeta Phi Beta Sorority, Inc., upholds the belief that elitism and socializing should not overshadow an organization's mission to address societal mores, ills, prejudices, poverty, and health concerns of the day.

WHEREAS: Zeta Phi Beta Sorority, Inc., is a community-conscious, action-oriented organization and calls all Zetas to action at local, state, and national levels.

WHEREAS: Zeta Phi Beta Sorority, Inc. conducts its programs and service initiatives under the umbrella of Zetas Helping Other People (Z-HOPE), with one of our long-standing initiatives being the observance of International Women's Day to celebrate the inclusion of diverse nationalities. Going forward, International Women of Color calls upon Zetas to amplify the Extraordinary Power of S.H.E. (Social, Health, and Economic Justice) and remain steadfast in their commitment to addressing the issues, challenges, and needs of women of color worldwide. International Women of Color recognition serves as a powerful reminder of the transformative impact women of color have had on the world across generations. These women, often marginalized in both race and gender, have consistently defied societal expectations and led the charge in social, political, cultural, and economic change. The importance of recognizing these women lies in acknowledging the intersectionality of their struggles and contributions. Women of color bring unique perspectives and experiences that challenge dominant narratives, offering crucial insights on race, gender, and social equity. Their resilience and leadership have catalyzed movements that promote inclusion, diversity, and equality, fostering a more just society for all. By honoring the achievements of women of color, we uplift voices that have historically been silenced and create a culture that embraces the richness of our diverse world. We must continue to champion equality, invest in opportunities, and celebrate their contributions with intentional advocacy and care, ensuring they are seen, heard, and valued in every aspect of society. Their recognition is not only a celebration of their past but a call to continue building a more inclusive and equitable future.

NOW, THEREFORE, I, Mark Allen, Mayor of the City of Cibolo, Texas, do hereby proclaim March 1st as International Women of Color Day and March 8th as International Women's Day in Cibolo, Texas and encourage all citizens to recognize International Women of Color Day and International Women's Day and join Zeta Phi Beta Sorority, Inc., Gamma Alpha Chi Zeta Chapter as we continue to uplift women and women of color by amplifying their voices, supporting their growth, and creating spaces for their success.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of The City of Cibolo on this the 25th day of February 2025.

Mark Allen, Mayor City of Cibolo



City Council Regular Meeting Staff Report

A. Conduct a Public Hearing regarding a Conditional Use Permit (CUP) request to allow a Local Convenience Store with Fuel Sales (larger than 5,000 square feet) in a Retail/Office (C-3) District for certain real property located at 1636 FM 1103, legally described as Cibolo Creek Center, Block 1, Lot 1.

Meeting	Agenda Group			
Tuesday, February 25, 2025, 6:30 PM	Public Hearing Item: 7A.			
From				
Eron Spencer, Assistant Planning Director				
Staff Contact(s)				
Form On success				

Eron Spencer,

PLANNING & ZONING COMMISSION ACTION: Recommendation for approval, with staff recommended conditions (7-0)

PROPERTY INFORMATION:

Project Name:	CUP-25-01
Owners:	Doan & Associates
Representative:	Samir Maredia
Location/Area:	1636 FM 1103, 4.0253 acres
Location:	Intersection of FM 1103, Brite Road, and Weil Road
Council Place:	4
Future Land Use:	Neighborhood Commercial
Existing <u>Zoning</u> :	Retail/Office (C-3)
Requested Zoning:	Conditional Use Permit (CUP)
Proposed Use:	Local Convenience Store with Fuel Sales (larger than 5,000 square feet)

FINDINGS:

The applicant lot is located on the bend on FM 1103, where FM 1103 intersects Brite Road and Weil Road. The property is located within the Retail/Office (C-3) commercial zoning district. Directly adjacent to the applicant property is a commercial property within the Neighborhood Commercial (C-1) zoning district. The Cibolo ETJ surrounds the property to the east and southeast. Directly south are residential properties within the C-3 zoning district. Across FM 1103 is an undeveloped property also zoned C-3, as well as the Cibolo Valley Ranch residential subdivision green belt, which is zoned SF-6.

The Cibolo Creek Center commercial plat was approved by City Council in April 2024 and recorded in August 2024. The applicant later submitted a site plan application for a building totaling 9,130 square feet. The building will be divided into four suites. The main suite for the proposed gas station and convenience store is 5,500 square feet, and the three remaining suites are 1,200 square feet each.

Per Section 1.12 of the Unified Development Code (UDC), Local Convenience Store with Fuel Sales is defined as: Local Convenience Store (with fuel sales) A commercial activity engaged in the sale of commonly used goods and merchandise, including petroleum products, for personal or household use in a structure five thousand and one (5,001) square feet or more in size. Refer to Article 6 of this UDC for additional requirements for fuel sales.

Local Convenience Store with Fuel Sales is permitted by right within the C-3 zoning district per Section 13.2 of the UDC. However, in accordance with Article 6.3.1.K.5 of the UDC, a Conditional Use Permit (CUP) is required if the structure, or building, for a fuel sales business exceeds 5,000 square feet.

K. Fuel Sale Businesses.

5. Stores exceeding 5,000 Square Feet: If a structure exceeds 5,000 square feet in size, a Conditional Use Permit (CUP) will be required.

The applicant is proposing a 5,500-square-foot Local Convenience Store with Fuel Sales. Therefore, the approval of a CUP is required to allow this use on the property.

The site plan underwent an initial review. During this process, City staff provided several comments, one of which noted the requirement for an approved CUP. Apart from this comment, all other outstanding comments will be resolved administratively as part of the standard site plan review process. The primary focus of this CUP request is the size of the proposed structure in relation to its intended use.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on January 26, 2025, and the <u>City Website</u>. Individual letters were sent by mail to 11 property owners within 200 feet of the subject property. To date, Staff has received one (1) in favor of and zero (0) in opposition. Public Hearings were scheduled for February 12, 2025 (Planning & Zoning Commission) and on February 25, 2025 (City Council). Approval/Disapproval of the zoning ordinance is tentatively scheduled for the March 11, 2025, City Council meeting.

STAFF RECOMMENDED CONDITIONS:

Should City Council approve the CUP for a Local Convenience Store with Fuel Sales (larger than 5,000 square feet) on the property located at 1636 FM 1103, Staff recommends that it be subject to the following conditions:

- 1. <u>Building & Fire Codes</u> Applicant must comply with all Building and Fire Code requirements.
- 2. <u>Permits & Inspections</u> All required building permits and Certificate of Occupancy must be obtained. All permit applications submitted for this property are subject to the requirements of the Code.
- 3. Additional Uses No other conditional uses are allowed under this conditional use permit.
- 4. <u>Retail/Office (C-3) Regulations</u> All regulations of the Retail/Office (C-3) Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
- 5. <u>TxDOT Approval</u> The subject property is along TxDOT right-of-way. Applicant must obtain approval from TxDOT and include proof of approval with any development applications submitted to the City of Cibolo.
- 6. <u>Site Plan</u> A site plan in compliance with UDC Sec. 12.3.2, must be submitted to the City for review and approval.
- 7. Parking Requirements The site plan must comply with off-street parking requirements outlined in UDC Sec. 10.2.
- 8. <u>Exterior Lighting</u> A lighting plan subject to the illumination standards of Article 7 of the UDC must be submitted to the City 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.
- 9. <u>Landscaping</u> A landscaping plan subject to the requirements of Article 17 of the UDC must be submitted to the City for review and approval as part of the site plan application.
- 10. <u>Alcohol Sales</u> Any alcohol sales are subject to Texas Alcoholic Beverage Commission rules and regulations.
- 11. <u>Supplemental Use Regulations</u> All regulations of UDC Article 6.3 Supplemental Use Regulations (K) Fuel Sales Business, other than those amended by the Conditional Use Permit, apply to the Property.

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 a Local Convenience Store with Fuel Sales (larger than 5,000 square feet) for property located at 1636 FM 1103, legally described as Cibolo Creek Center, Block 1, Lot 1.

2. **Approve** the requested CUP for a Local Convenience Store with Fuel Sales (larger than 5,000 square feet) for property located at 1636 FM 1103, legally described as Cibolo Creek Center, Block 1, Lot 1, *with conditions*.

3. **Deny** the requested CUP for a Local Convenience Store with Fuel Sales (larger than 5,000 square feet) for property located at 1636 FM 1103, legally described as Cibolo Creek Center, Block 1, Lot 1, *with findings*.

STAFF ANALYSIS:

Section 4.3.2, Conditional Use Permit, of the UDC, provides direction to the Planning & Zoning Commission and 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;

<u>PlaceType</u>: Neighborhood Commercial (pg. 43)

<u>Character and Intent</u>: Neighborhood Commercial development is characterized by small, free-standing buildings containing one or more businesses. Neighborhood Commercial primarily provides family-oriented services for the surrounding neighborhoods and city. They are generally located within walking distance of surrounding residential uses and neighborhoods. Business

types may include restaurants, local retail, medical offices, banks, and other retail and service uses.

Land Use Considerations:

- Primary Land Uses: Neighborhood Retail, Office
- Secondary Land Uses: Civic and Institutional, Parks and Open Space

Example Locations:

• Cibolo Valley Square, Steele Plaza, and Turning Stone Animal Hospital

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.

The property is designated as Neighborhood Commercial on the City's FLUM. The proposed multi-tenant building, which includes a Local Convenience Store with Fuel Sales (larger than 5,000 square feet), aligns with the 2024 FLUM and Comprehensive Plan. This development reflects the character and intent of the Neighborhood Commercial PlaceType by providing community-oriented *"local retail"* and *"service uses"* while also being consistent with *"Neighborhood Retail"*, which is a primary land use within this PlaceType.

B. Conformance with applicable regulations in this UDC and standards established by the UDC;

STAFF FINDING: The subject property is currently zoned Retail/Office (C-3). The intent of the C-3 zoning district is explained in Section 14.2.0.13 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 development must comply with the minimum lot design requirements for the Retail/Office (C-3) zoning district, as noted above and in the UDC. Based on the site plan and building elevations provided by the applicant, the proposed Local Convenience Store with Fuel Sales (larger than 5,000 square feet) appears to satisfy the minimum lot design requirements for the C-3 zoning district.

In addition, a Local Convenience Store with Fuel Sales is subject to supplemental use regulations, as specified in Article 6.3.1.K of the UDC.

K. Fuel Sale Businesses.

Property used for the purpose of the sale of fuels shall be developed in accordance with the following regulations:

- 1. Distance from Right-of-Way: Service stations may locate fuel pumps and pump islands beyond the setback, but in no case closer than fifteen (15') feet from any street right-of-way;
- 2. Canopy Requirements: Any canopy placed over the pump island may not extend closer than five (5') feet to the right-of-way;
- 3. Pumps near Residential Zones: Fuel pumps and pump islands may not be located closer than one hundred (100') feet to any residential zoning district;
- 4. Pumps near Existing Residence: Fuel pumps and pump islands may not be located closer than one hundred (100') feet to a property currently being developed and used for residential purposes within a zoning district that permits fuel sales.
- 5. Stores exceeding 5,000 Square Feet: If a structure exceeds 5,000 square feet in size, a Conditional Use Permit (CUP) will be required.

The proposed Local Convenience Store with Fuel Sales appears to comply with applicable regulations and standards in the UDC. Should this CUP be approved, additional compliance with all UDC requirements will be verified during the site plan review process.

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: Surrounding properties within Cibolo city limits are zoned Retail/Office (C-3), which is the same zoning district as the subject property. The zoning regulations in Article 14 of the UDC, including lot design requirements such as building height, setbacks, and the like, are compatible with the surrounding mix of commercial and residential areas.

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 shared the same Retail/Office (C-3) zoning district as the subject property.

The commercial uses permitted by right and with a CUP in the 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 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 use aligns with other uses within the C-3 zoning district and other adjacent districts. To ensure compatibility and mitigate any potential unfavorable impacts on surrounding properties, specific conditions are recommended as part of this CUP.

E. Modifications to the site plan which would result in increased compatibility or would mitigate potentially unfavorable impacts or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals and general welfare.

STAFF FINDING: The site plan is currently under review, with several comments that must be addressed before approval, including the requirement for an approved CUP. All comments are related to code requirements and necessitate modifications to the plan. Once these revisions are made, the project will conform with all applicable regulations and standards, ensuring the protection of public health, safety, morals, and the general welfare of the community 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 part of the Cibolo Creek final plat submittal, a Traffic Impact Analysis (TIA) was reviewed and approved by the City Engineer to ensure safe and efficient access and circulation for both the proposed building and nearby developments. Additionally, the applicant has obtained a driveway permit from TxDOT. Based on these approvals, Staff does not anticipate any significant traffic impacts associated with granting this CUP.

Attachments

Application.pdf Site Plan.pdf Response F.1.pdf Property Map.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:	Cibolo Food Mar	t						
Total Acres:	4.0253	Survey Name: Trinid	ad Garcia	Survey No. 5	38, A-137		Abstract No.:	137
Project Locat	ion (address):	1636 FM 1103, Cibolo	TX 7810)8				
Current Zoning:	Retail/Office (C3)			Overlay:	None	Old Town	FM 78	
Proposed Zoning:	Retail/Office (C3))		- # of Lots:			# of Units:	
Please Ch	oose One:	Single-Family		Multi-Family	/	Commercial		Industrial
		Other						
Current Use:	Undeveloped			-	Т	otal Proposed S	quare Footage:	9,130
Proposed Use:	Retail			-				(Commercial/Industrial only)
Applicant Inform	mation:							
Property Owner	Name:	Samir Maredia						
Address:	1624 Sunset Vista	Bend					City:	Leander
State:	ТХ	Zip Code: 78641				Phone: 8	332-713-4985	
Email:	samirsmaredia@	gmail.com				Fax:		
	ferent than Owner) : prization required	Doan & Associates						
	10101 Southwest F	reeway, Suite 375					Citv:	Houston
State:	ТХ	Zip Code: 77074	ŀ			Phone:	713-485-0665	
Email:	doan@doanasso	ciates.com				- Fax:		
Representative:	Julie Doan							
Address:	10101 Southwest	Freeway, Suite 375					City:	Houston
State:	ТХ	Zip Code: 77074				Phone: 7	713-485-0665	
Email:	doan@doanasso	ciates.com				Fax:		
Authorization:	By signing this appli	Owner Representati	ve's Signatur			work related to you	r application.	City of Cibala Use Only Total Fees
		Typed / Printed	16	ASE (M				Payment Method
State of	TE	Yos						
County of	Tra	int						Submittal Date
Before me,	Dra	<u>Ne Kefi</u> Name of Notary Public Marredia	le_			personally appeared		Accepted by
foregoing instrumen	Name of sig t and acknowledge t	gner(s) to me that he/she/they ex	ecuted the					Case Number
	under my hand and		4	1 day of			Jon	
\leq	Tra	les _		NON S	My (2) My	DIRGHA KAFLE otary ID #1340555 y Commission Expir	res	
	Notary	Public Signature			TE OF THE	Nov(Notary Seal) 2026		Page 1 of 2

NARRATIVE OF APPLICATION REQUEST

December 6, 2024

Dear City of Cibolo Planning Department,

I am writing to submit a request for a Conditional Use Permit (CUP) for the proposed development project located at **1636 FM 1103, Cibolo, TX 78108**, pursuant to the requirements outlined in UDC Sec. 4.3.2. The proposed building will exceed 5,000 square feet, thus necessitating the approval of this permit to proceed with the development as planned.

Project Overview

The proposed development is a retail building, with a convenience store and gas stations, and three spaces for future leases. The total building area will be 9,130 sq. ft., and the project aims to enhance the local economy and provide a new service to the community. This development has been designed to meet all local zoning and building code standards, ensuring compatibility with the surrounding area while improving the overall infrastructure of the neighborhood.

Criteria for Approval

In accordance with UDC Sec. 4.3.2, a Conditional Use Permit may be granted when the applicant demonstrates compliance with the following criteria. Below is a summary of how the proposed development meets these specific criteria:

o <u>Compatibility with the Surrounding Area</u>

The proposed building will be constructed to complement and enhance the aesthetic and functional character of the surrounding area. The design incorporates architectural features, materials, and landscaping that align with the existing development and character of the neighborhood. Additionally, the project will provide public benefits, such as pedestrian access and green space, contributing positively to the community's growth and well-being.

• Traffic and Parking Considerations

The proposed development has been designed to ensure that it will not unduly impact the local traffic or transportation network. Additionally, the site has been designed with adequate on-site parking to serve the needs of the building's users, in compliance with the City's parking requirements.

- <u>Environmental Impact and Mitigation</u>
 The project has been evaluated for potential environmental impacts. We have taken steps to minimize any negative effects by incorporating sustainable design elements, such as stormwater management solutions and landscaping. Moreover, the proposed development will comply with all applicable environmental regulations.
- Consistency with the Comprehensive Plan
 The proposed development aligns with the goals and

The proposed development aligns with the goals and objectives of the City's Comprehensive Plan. Specifically, the project supports the plan's vision by contributing to the City's long-term goals of sustainable growth and neighborhood revitalization. The project is consistent with the land use designations outlined in the Plan and adheres to zoning regulations and the City's development standards.

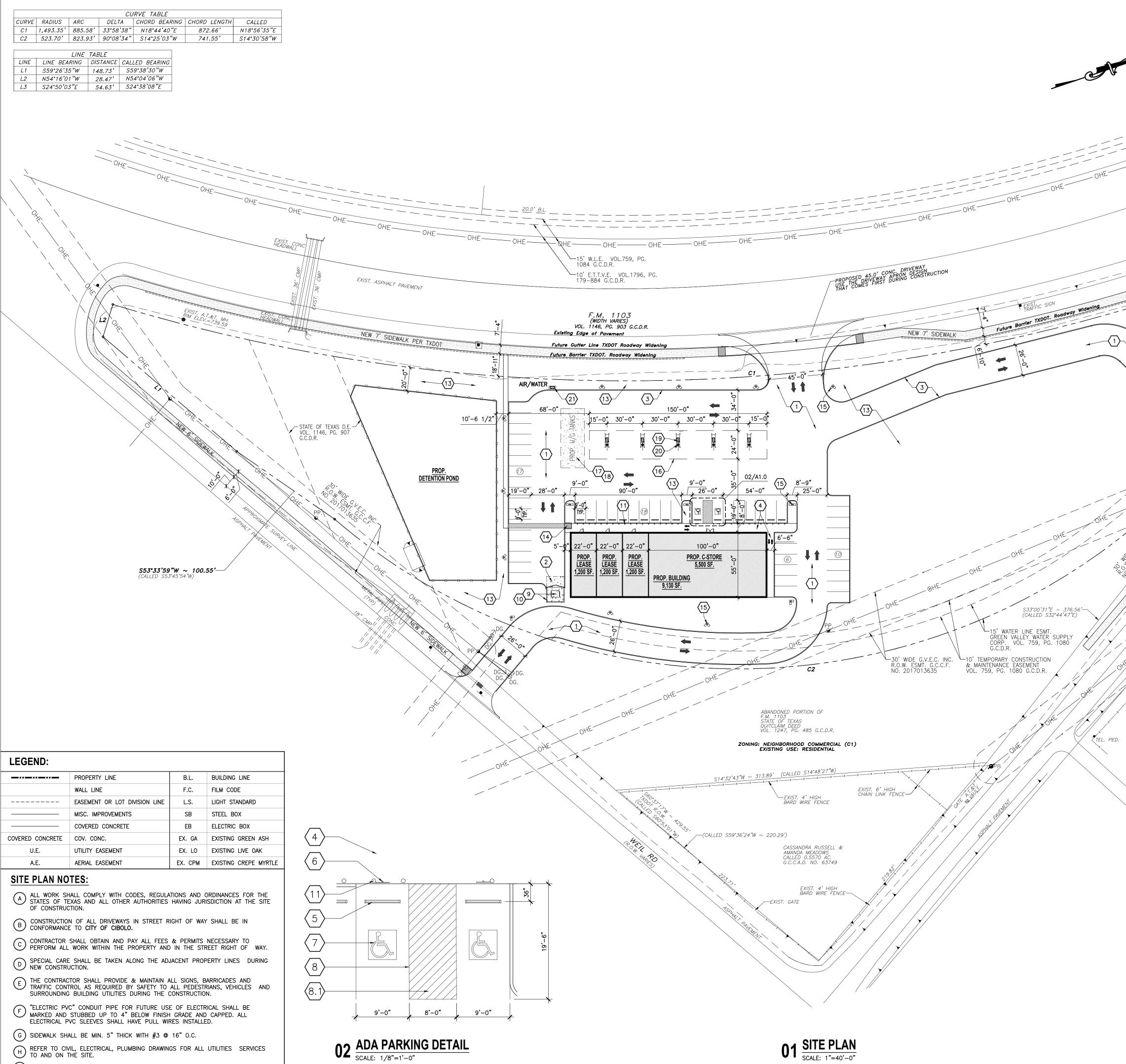
o Public Health, Safety, and Welfare

The proposed development has been carefully planned to ensure the safety and welfare of both future occupants and the public. All necessary safety measures, such as fire apparatus access roads, and compliance with building codes, have been incorporated into the design. Furthermore, the development will provide appropriate buffering and screening to mitigate any potential negative impacts on neighboring properties.

Conclusion

In summary, the proposed development complies with all requirements outlined in UDC Sec. 4.3.2 for a Conditional Use Permit. We respectfully request approval of the CUP to proceed with the development as planned. We are committed to working closely with the City to ensure that the project enhances the community while meeting all regulatory standards and maintaining the highest quality of development.

Thank you for considering our request. Should you require any additional information or clarification, please do not hesitate to contact us at 713-485-0665 or doan@doanassociates.com.



 \bigoplus refer to civil, electrical, plumbing drawings for all utilities services to and on the site.

 \bigcirc REFER TO CIVIL PLAN FOR NEW PAVING AND DETAILS.

		DOAN
		Α S S O C I A T E S
	OHE	10101 Southwest Fwy, Ste. 375
	OHE	Houston, TX 77074 T 713 485 0665 F 281 564 2700
OHE		doan@doanassociates.com www.doanassociates.com
		This Drawing is an instrument of service and is the sole property of Doan & Associates,
-		any use of this drawing without written consent by Doan & Associates is prohibited.
		The firm shall not have control or charge of and shall not be responsible for construction
		means, methods, deviations, techniques, sequences, or procedures, or for safety precautions and programs in connection with
	EXIST. WATER MH. MAIL BOX	the work, for the acts or omissions of the contractor, subcontractors or any other
	EXIST. A.T.&T. MH.	persons performing ay of the work, or failure of any of them to carry out the work in accordance with the contract documents.
		Always use dimensions as shown. Drawings are not to be scaled.
	(CALLED N62'56'02"E) EXIST. GAS (CALLED N62'56'02"E) PIPELINE MARKER	Drawing scales as indicated are for reference only and are not intended to accurately
		depict actual or designed conditions. Written dimensions shall govern.
26-0 *		
DG. DG. DG.	$\mathcal{L}_{G_{abc}}$	
PP	DG DG DG. DG. C C C C C C C C C C C C C C C C C C C	
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	DG.J PP TEL PED.	STAMP
	MASS GLOBAL FINANCIAL, LLC G.C.C.F. NO. 2017006961	
Bline o.w.	JUNCTION BOX. EXIST. BURIED CABLE MARKER	
1) <u>1</u>	exist. Barbed	
	WIRE FENCE STOP SIGN	
	AHEAD SIGN	
		PROJECT NAME
,*	PARKING ANALYSIS	CIBOLO
	OCCUPANCY SQUARE_FOOTAGE RATIO TOTAL	FOOD MART
	C-STORE 5,500 SF 1.0 PER 250 SQ. FT. 22 FUTURE LEASES 3,600 SF 1.0 PER 250 SQ. FT. 15 TOTAL REQUIRED PARKING SPACES: 37	
	TOTAL PROVIDED PARKING SPACES: (INCLUDING 2 ADA P.S.) 51 KEYED NOTES:	1636 FM 1103 Cibolo, Texas 78108
	$\langle 1 \rangle$ 6" THICK CONCRETE PAVING. REFER TO CIVIL DWGS.	-
	2 8" THICK CONCRETE PAVING @ DUMPSTER AREA	-
	$\langle 3 \rangle$ 6" CONCRETE CURB. REFER TO DETAIL 01 & 06/A1.1 $\langle 4 \rangle$ CONCRETE SIDEWALK	
	(4) CONCRETE SIDEWALK (5) CONCRETE WHEEL STOP. REFER TO DETAIL 02/A1.1	-
	6 HANDICAP SIGN. REFER TO DETAIL 07/A1.1	
	<td< td=""><td>DRAWING TITLE</td></td<>	DRAWING TITLE
	(8.1) 4" wide stripes @ 2'-0" O.C., painted white	
	9 DUMPSTER (BY OTHERS)	SITE PLAN
	10DUMPSTER ENCLOSURE. REFER TO DETAIL 05/A1.11130" (H) PROTECTIVE BOLLARD © 5'-0" O.C. TYP. RE. 03/A1.1	
	$\langle 12 \rangle$ PROJECT SIGN (BY OTHERS); SIGN COMPANY SHALL COMPLY WITH CODES, REGULATIONS, ORDINANCES, AND EASEMENTS WITH THE CITY/COUNTY DEPT. BEFORE PERFORMING THE	PROJECT # 24-042
	WORK. (13) GREEN AREA. REFER TO L1.0 FOR LANDSCAPE	SCALE AS SHOWN
	ACCESSIBLE RAMP. REFER TO DETAIL 12 & 13/A1.1	DATE 12/02/2024
	$\langle 15 \rangle$ PARKING LIGHT POLE (TYP.), REFER TO E1.0 & 20/A1.1 $\langle 16 \rangle$ PROPOSED 24'x150' GAS CANOPY, BY OTHERS	DRAWN BY JD CHECKED BY JD
	UNDERGROUND GAS TANK. CONTRACTOR SHALL VERIFY WITH OWNER AND SUPPLIER FOR SIZE AND LOCATION BEFORE INSTALLATION	SHEET #
	8" THICK CONCRETE OVER UNDERGROUND GAS TANK AREA. RE: CIVIL. COORDINATE WITH FINAL LOCATION OF TANKS	
	(19) GAS PUMPS BY OTHERS (20) GAS CANOPY COLUMN	A1.0
	$\langle 21 \rangle$ AIR & WATER STATION	

FEB 04 REC'D



Notice of Conditional Use Permit Petition

January 22, 2025

Dear Property Owner,

In accordance with the Texas Local Government Code and the Unified Development Code, you are receiving this official Notice of Conditional Use Permit petition.

This notice does not directly pertain to your property.

The purpose of this letter is to make you aware of a Conditional Use Permit request near your property and provide you an opportunity to voice your opinion about the Conditional Use Permit. Your opinion matters.

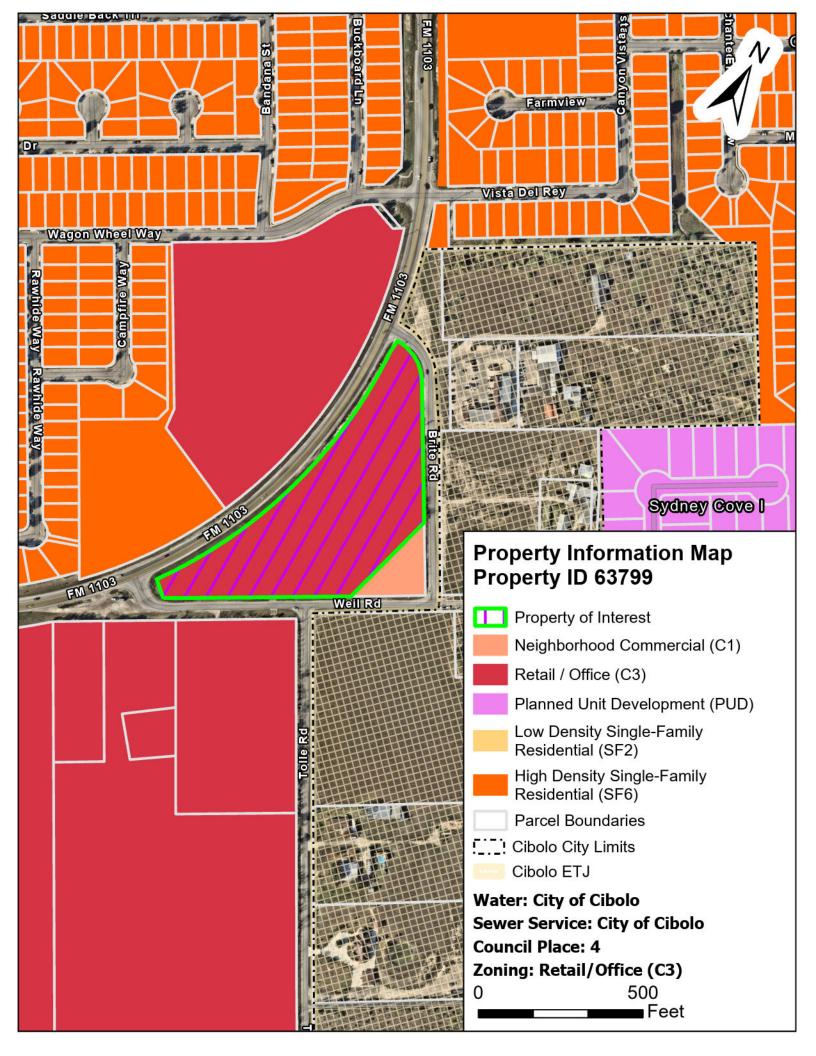
In accordance with the Code of Ordinances, the Planning and Zoning Commission will hold a public hearing on Wednesday, February 12, 2025, at 6:30 p.m. at the Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas, and the City Council will hold a public hearing on Tuesday, February 25, 2025, 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 the meeting is to hear public testimony regarding a Conditional Use Permit (CUP) request to allow a Local Convenience Store with Fuel Sales (larger than 5,000 square feet) use in a Retail/Office District (C-3) for certain real property located at 1636 FM 1103, legally described as Cibolo Creek Center, Block 1, Lot 1.

Applicant/Owner: Doan & Associates

Sincerely, Lindsey Walker, CNU-A Planner <u>Iwalker@cibolotx.gov</u>
Name (please print): RAWDY DYM Gew PARTWOR CVR Furstors LP Address (In relation to Map Exhibit): WAGON Wheel + 1103 NCRDSS 1103 FROM SUB Sect Prop 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 78108IN 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
Comments:
Signature: Ranghym Date: 1-29-25
📞 (210) 658-9900 🌐 www.cibolotx.gov 💡 200 S. Main Street Cibolo, Texas 78108





A. Approval of the November 2024 Revenue & Expense Report pending final acceptance of the City's financial audit for the 24/25 fiscal year.

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8A.
From	
Jessica Donoho, Accounting Manager	
Staff Co	ontact(s)
Anna Miranda,	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

Revenue Expense Report-2024.11.30.pdf



" City of Choice"

Revenue and Expense Report

November 30, 2024

Account Number	Description	ADOPTED	CURRENT	CURRENT	YEAR TO DATE	REMAINING	PERCENT
		BUDGET	BUDGET	PERIOD	ACTUAL	BALANCE	MET
<u>GENERAL FUND</u>	Paginning Fund Palanca	5,963,175	6,955,547		6,955,547		
	Beginning Fund Balance	5,505,175	0,333,347		0,955,547		
	General and franchise taxes	18,698,200	18,698,200	533,500	880,956	17,817,244	4.7%
	Permits and fees	181,000	181,000	11,803	18,179	162,821	10.0%
	Animal Control	33,750	33,750	4,847	9,434	24,316	28.0%
	Court and Alarm Permits	255,450	255,450	9,101	25,130	230,320	9.8%
	Interest and Miscellaneous	439,164	439,164	31,764	65,327	373,837	14.9%
	Parks and Grants	98,500	98,500	8,197	30,251	68,249	30.7%
	Intergovernmental and Transfers	2,972,115	2,972,115	225,831	433,126	2,538,989	14.6%
	Other Financing Sources	245,500	245,500	5	(3,410)	248,910	-1.4%
	Revenue Subtotal	22,923,679	22,923,679	825,049	1,458,992	21,464,687	6.4%
	Salaries and Benefits	15,810,191	15,892,237	1,774,029	2,852,898	13,039,340	18.0%
	Services, Utilities & Training	3,379,239	3,513,802	271,355	718,629	2,795,173	20.5%
	General Supplies and Repairs	1,355,863	1,423,912	109,126	221,971	1,201,941	15.6%
	Capital and NonCapital	46,002	787,683	-	1,036	786,648	0.1%
	Other Expenses	1,744,228	1,464,228	116,610	233,126	1,231,102	15.9%
	Transfers	40,000	40,000	-	-	40,000	0.0%
	Debt Service	849,300	849,300	56,569	110,315	738,985	13.0%
	Expenditure Subtotal	23,224,823	23,971,162	2,327,688	4,137,974	19,833,188	17.3%
11/30/2024	Net Change	(301,144)	(1,047,483)	(1,502,639)	(2,678,982)	1,631,498	
	GENERAL FUND (Unaudited)	5,662,031	5,908,064		4,276,565		
Expenditures by Depa	rtment:						
	CITY MANAGER	645,666	665,943	74,006	123,748	542,195	18.6%
	PUBLIC RELATIONS	144,708	147,992	12,986	21,878	126,114	14.8%
	CITY COUNCIL	64,295	64,295	948	8,941	55,354	13.9%
	CITY SECRETARY	422,661	476,367	49,879	109,570	366,797	23.0%
	POLICE DEPARTMENT	6,935,233	6,984,035	660,909	1,105,090	5,878,945	15.8%
	MUNICIPAL COURT	185,973	189,386	17,238	29,167	160,219	15.4%
	CODE ENFORCEMENT	180,371	214,479	18,303	31,660	182,819	14.8%
	PUBLIC WORKS - STREETS	1,385,392	1,485,199	155,247	258,961	1,226,238	17.4%
	PUBLIC WORKS - ADMIN	945,660	962,728	116,767	192,179	770,549	20.0%
	ANIMAL SERVICES	530,921	539,682	47,315	80,093	459,589	14.8%
	PARKS & FACILITY MAINTENANCE	1,199,442	1,274,688	121,478	197,884	1,076,804	15.5%
	ECONOMIC DEVELOPMENT	262,245	264,891	14,717	28,060	236,831	10.6%
	FINANCE DEPARTMENT	637,999	654,492	67,857	113,802	540,690	17.4%
	INFORMATION TECHNOLOGY DEPT	1,490,257	1,555,692	174,547	408,049	1,147,643	26.2%
	HUMAN RESOURCES	590,221	602,079	70,465	116,244	485,835	19.3%
	FIRE DEPARTMENT	5,331,544	6,430,944	604,253	1,016,882	5,414,062	15.8%
	NON-DEPARTMENTAL	2,272,235	1,458,270	120,772	295,765	1,162,505	20.3%
	Expenditure Subtotal	23,224,823	23,971,162	2,327,688	4,137,974	19,833,188	17.3%

Account Number	Description	ADOPTED	CURRENT	CURRENT	YEAR TO DATE	REMAINING	PERCENT
		BUDGET	BUDGET	PERIOD	ACTUAL	BALANCE	MET
UTILITY FUND							
	Beginning Fund Balance	8,563,061	8,563,061		8,563,061		
	Utility Services	18,810,000	18,810,000	1,603,246	3,163,167	15,646,833	16.8%
	Meter connections	59,000	59,000	7,216	11,369	47,631	19.3%
	Credit card fees	154,000	154,000	11,985	26,142	127,858	17.0%
	Interest Transfers and Misc	417,500	417,500	42,550	83,306	334,194	20.0%
	Revenue Subtotal	19,440,500	19,440,500	1,664,997	3,283,985	16,156,515	16.9%
	Salaries and Benefits	1,659,909	1,725,759	185,873	303,951	1,421,808	17.6%
	Services, Utilities & Training	737,055	897,345	27,633	81,916	815,429	9.1%
	General Supplies and Repairs	395,100	395,100	26,273	47,122	347,978	11.9%
	Capital and NonCapital	381,000	381,000	,	2,878	378,122	0.8%
	Other Expenses	7,467,250	7,467,250	592,903	1,184,209	6,283,041	15.9%
	Contracted Water Costs	6,768,000	6,768,000	374,479	767,822	6,000,178	11.3%
	Transfers	1,278,215	1,278,215	107,897	214,414	1,063,801	16.8%
	Debt Service	1,034,520	1,034,520	3,678	7,395	1,027,125	0.7%
	Expenditure Subtotal	19,721,049	19,947,189	1,318,735	2,609,707	17,337,483	13.1%
	Net Change	(280,549)	(506,689)	346,262	674,278	(1,180,967)	
11/30/2024	WATER & SEWER FUND (Unaudited)	8,282,512	8,056,372		9,237,339		
Expenditures by Depa	rtment:						
	UTILITIES ADMINISTRATION	5,039,725	5,046,442	381,362	781,863	4,264,579	15.5%
	UTLILITY OPERATIONS-GENERAL	2,514,379	2,683,512	237,066	402,600	2,280,912	15.0%
	UTILITY OPERATIONS-WASTEWATER	4,129,225	4,232,225	319,563	635,289	3,596,936	15.0%
	UTILITY OPERATIONS-WATER	7,002,000	7,019,290	380,743	789,955	6,229,335	11.3%
	UTILITIES - DEBT/NON-DEPARTMENTAL	1,035,720	965,720		-	965,720	0.0%
	Expenditure Subtotal	19,721,049	19,947,189	1,318,735	2,609,707	17,337,483	13.1%

Account Number	Description DISTRICT	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
	Beginning Fund Balance (Unaudited)	844,855	844,855		844,855		
	Utility Services Interest Transfers and Misc	1,450,000 35,000	1,450,000 35,000	134,129 2,431	243,459 6,697	1,206,541 28,303	16.8% 19.1%
	Revenue Subtotal	1,485,000	1,485,000	136,560	250,156	1,234,844	16.8%
	Salaries and Benefits	927,010	959,767	91,975	146,536	813,231	15.3%
	Services, Utilities & Training General Supplies and Repairs	309,040 140,350	311,469 140,350	2,728 13,175	9,168 21,806	302,301 118,544	2.9% 15.5%
	Capital and NonCapital	226,550	226,550	-	2,234	224,316	1.0%
	Other Expenses	44,550	44,550	-	-	44,550	0.0%
	Transfers	214,000	214,000	21,927	43,165	170,835	20.2%
	Debt Service	30,000	30,000	2,520	5,079	24,921	16.9%
	Expenditure Subtotal	1,891,500	1,926,686	132,325	227,988	1,698,697	11.8%
	Net Change	(406,500)	(441,686)	4,236	22,167	(463,853)	
	DRAINAGE UTILITY DISTRICT (Unaudited)	438,355	403,169		867,022		

Account Number	Description RVICES FUND	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
	Beginning Fund Balance (Unaudited)	-	-		-		
	Permits and Fees	3,263,900	3,263,900	103,219	234,252	- 3,029,648	7.2%
	Interest Transfers and Misc	5,500	5,500	3,893	8,272	(2,772)	150.4%
	Revenue Subtotal	3,269,400	3,269,400	107,113	242,525	3,026,875	7.4%
	Salaries and Benefits	727,120	723,596	67,727	117,906	605,691	16.3%
	2 Services, Utilities & Training	2,015,800	2,037,800	97,558	166,609	1,871,191	8.2%
	3 General Supplies and Repairs	34,300	34,300	120	321	33,979	0.9%
	4 Capital and NonCapital	-	-	-	-	-	
	5 Other Expenses	100,000	100,000	5,036	5,036	94,964	5.0%
	8 Transfers	178,500	178,500	14,870	29,741	148,759	16.7%
	9 Debt Service	-	-	-	-	-	
	Expenditure Subtotal	3,055,720	3,074,196	185,311	319,612	2,754,584	10.4%
	Net Change	213,680	195,204	(78,198)	(77,088)	272,292	
11/30/2024	4 DEVELOPMENT SERVICES FUND (Unaudited)	213,680	195,204		(77,088)		
Expenditures by Depa	<u>irtment:</u>						
	PLANNING SERVICES	1,134,570	1,169,046	130,618	209,069	959,977	17.9%
	BUILDING SERVICES	1,848,000	1,848,000	54,224	109,542	1,738,458	5.9%
	NON-DEPARTMENTAL	73,150	57,150	469	1,001	56,149	1.8%
	Expenditure Subtotal	3,055,720	3,074,196	185,311	319,612	2,754,584	10.4%

Account Number	Description OPMENT CORPORATION	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
	Beginning Fund Balance (Unaudited)	1,916,159	2,719,652		2,719,652		
	Sales Tax Interest Transfers and Misc	1,340,000 80,000	1,340,000 80,000	95,079 10,374	95,079 20,869	- 1,244,921 59,131	7.1% 26.1%
	Revenue Subtotal	1,420,000	1,420,000	10,374	115,948	1,304,052	<u> </u>
	Salaries and Benefits	-	-	-	-	-	
	2 Services, Utilities & Training	279,608	439,608	5,291	27,239	412,369	6.2%
	General Supplies and Repairs	21,550	21,550	193	309	21,242	1.4%
	4 Capital and NonCapital	7,000	7,000	-	4,500	2,500	64.3%
	5 Other Expenses	115,500	575,500	-	6,764	568,736	1.2%
	8 Transfers	155,275	155,275	1,897	2,592	152,683	1.7%
	Debt Service	318,655	318,655	-	-	318,655	0.0%
	Expenditure Subtotal	897,588	1,517,588	7,380	41,404	1,476,184	2.7%
	Net Change	522,412	(97,588)	98,073	74,544	(172,132)	
11/30/2024	4 ECONOMIC DEVELOPMENT FUND (Unaudited)	2,438,571	2,622,064		2,794,196		

FISCAL YEAR 2025

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
	Beginning Fund Balance	1,377,148	1,415,354		1,415,354		
	General and franchise taxes	6,560,000	6,560,000	46,344	50,279	6,509,721	0.8%
	Interest Transfers and Misc	1,109,225	1,109,225	18,132	36,721	1,072,504	
	Revenue Subtotal	7,669,225	7,669,225	64,475	87,000	7,582,225	1.1%
	DEBT SERVICE FUND	7,747,644	7,747,644	400	1,600	7,746,044	0.0%
	Expenditure Subtotal	7,747,644	7,747,644	400	1,600	7,746,044	0.0%
	Net Change	(78,419)	(78,419)	64,075	85,400	(163,819)	
	DEBT SERVICE FUND (unaudited)	1,298,729	1,336,935		1,500,754		

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
BOLO PUBLIC F	FACILITY CORPORATION						
	Beginning Fund Balance	2,256,163	2,797,162		2,797,162		
	032 Permits and fees	14,000	14,000	1,231	2,462	11,538	17.6%
	035 Interest and Miscellaneous	100,000	100,000	10,929	21,984	78,016	22.0%
	038 Transfers	-	-	-	-		
	Revenue Subtotal	114,000	114,000	12,160	24,446	89,554	21.4%
	052 Services, Utilities & Training		213,835	-	182,304	31,531	85.3%
	054 Capital and NonCapital	-	250,000	-	-	250,000	0.0%
	055 Other Expenses	-	-	-	-	-	
	057 Construction	-	18,500	-	-	18,500	
	058 Transfers	14,000	14,000	-	-	14,000	0.0%
	Expenditure Subtotal	14,000	496,335	-	182,304	314,031	36.7%
	Net Change	100,000	(382,335)	12,160	(157,858)	(224,477)	
	CIBOLO PUBLIC FACILITY CORP (Unaudited)	2,356,163	2,414,827		2,639,304		
PECIAL EVENTS		2,356,163 (11,064)	2,414,827 (9,366)		2,639,304 (9,366)		
PECIAL EVENTS	Beginning Fund Balance			16		(68)	
	Beginning Fund Balance	(11,064)	(9,366)	16	(9,366)	(68)	
201	Beginning Fund Balance 134 Fees 135 Interest and Miscellaneous	(11,064)	(9,366)	16 - 545	(9,366)	(68) - 56,419	26.7%
201 201	Beginning Fund Balance 134 Fees 135 Interest and Miscellaneous 136 Event income	(11,064) - -	(9,366) - -	-	(9,366) 68 -	-	26.7% 0.0%
20 ⁻ 20 ⁻ 20 ⁻	Beginning Fund Balance 134 Fees 135 Interest and Miscellaneous 136 Event income	(11,064) - - 77,000	(9,366) - - 77,000	- 545	(9,366) 68 -	56,419	
	Beginning Fund Balance Beginning Fund Balance Fees Interest and Miscellaneous Event income Transfers Revenue Subtotal	(11,064) - - 77,000 40,000	(9,366) - - 77,000 40,000	- 545 -	(9,366) 68 - 20,581 -	56,419 40,000	0.0%
20° 20° 20° 20°	Beginning Fund Balance Beginning Fund Balance Bees Interest and Miscellaneous Event income Transfers Revenue Subtotal Services, Utilities & Training	(11,064) - - 77,000 40,000 117,000	(9,366) - - 77,000 40,000 117,000	- 545 - 561	(9,366) 68 - 20,581 - 20,649	- 56,419 40,000 96,351	0.0% 17.6%
20° 20° 20° 20° 20°	Beginning Fund Balance Beginning Fund Balance Fees Interest and Miscellaneous Event income Transfers Revenue Subtotal Services, Utilities & Training General supplies and Repairs	(11,064) - - 77,000 40,000 117,000 77,500	(9,366) - - 77,000 40,000 117,000 77,500	- 545 - 561 708	(9,366) 68 - 20,581 - 20,649 60,498	56,419 40,000 96,351 17,002	0.0% 17.6% 78.1%
20 20 20 20 20 20 20 20 20	Beginning Fund Balance Beginning Fund Balance Fees Interest and Miscellaneous Event income Bransfers Revenue Subtotal Services, Utilities & Training General supplies and Repairs Capital and NonCapital	(11,064) - - 77,000 40,000 117,000 77,500 28,000	(9,366) - - 77,000 40,000 117,000 77,500 28,000	- 545 - 561 708 1,362	(9,366) 68 - 20,581 - 20,649 60,498 8,165	56,419 40,000 96,351 17,002 19,835	0.0% 17.6% 78.1% 29.2%
20 20 20 20 20 20 20 20 20 20	Beginning Fund Balance Fees Interest and Miscellaneous Event income Transfers Revenue Subtotal Services, Utilities & Training General supplies and Repairs Capital and NonCapital Softer Expenses	(11,064) - - 77,000 40,000 117,000 77,500 28,000 -	(9,366) - - 77,000 40,000 117,000 77,500 28,000 -	- 545 - 561 708 1,362 -	(9,366) 68 - 20,581 - 20,649 60,498 8,165 -	56,419 40,000 96,351 17,002 19,835	0.0% 17.6% 78.1% 29.2%
20° 20° 20° 20° 20° 20° 20° 20° 20° 20°	Beginning Fund Balance Beginning Fund Balance Fees Interest and Miscellaneous Event income Transfers Revenue Subtotal Services, Utilities & Training General supplies and Repairs Capital and NonCapital Other Expenses	(11,064) - - 77,000 40,000 117,000 77,500 28,000 - 200	(9,366) - - 77,000 40,000 117,000 77,500 28,000 - 200	- 545 - 561 708 1,362 -	(9,366) 68 - 20,581 - 20,649 60,498 8,165 -	56,419 40,000 96,351 17,002 19,835	0.0% 17.6% 78.1% 29.2%
20° 20° 20° 20° 20° 20° 20° 20° 20° 20°	Beginning Fund Balance Fees Interest and Miscellaneous Event income Transfers Revenue Subtotal Services, Utilities & Training General supplies and Repairs Capital and NonCapital Other Expenses Transfers	(11,064) - - 77,000 40,000 117,000 77,500 28,000 - 200 -	(9,366) - - 77,000 40,000 117,000 77,500 28,000 - 200 -	- 545 - 561 708 1,362 - 26 -	(9,366) 68 - 20,581 - 20,649 60,498 8,165 - 399 -	- 56,419 40,000 96,351 17,002 19,835 - (199) -	0.0% 17.6% 78.1% 29.2% 199.5%

	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
WATER IMPACT FEES							
Beg	inning Fund Balance	5,615,737	5,914,175		5,914,175		
52232 Perr	mits and Fees	700,000	700,000	-	17,975	682,025	2.6%
52235 Inter	rest and Miscellaneous	225,000	225,000	14,507	38,906	186,094	17.3%
	Revenue Subtotal	925,000	925,000	14,507	56,881	868,119	6.1%
52252 Serv	vices, Utilities & Training	-	72,500	-		72,500	0.0%
52254 Cap	ital and NonCapital	2,225,000	1,655,598	-	-	1,655,598	0.0%
52257 Con	struction	225,500	907,757	961	18,563	889,193	2.0%
	Expenditure Subtotal	2,450,500	2,635,854	961	18,563	2,617,291	0.7%
Net	Change	(1,525,500)	(1,710,854)	13,546	38,318	(1,749,172)	
WAT	TER IMPACT FEES (unaudited)	4,090,237	4,203,321		5,952,493		
WASTEWATER IMPACT	FEES						
WASTEWATER IMPACT Beg	FEES inning Fund Balance	3,545,217	3,871,386		3,871,386		
Beg		3,545,217 300,000	3,871,386 300,000	10,500	3,871,386 21,969	278,031	7.3%
Beg 52432 Perr	inning Fund Balance			10,500 13,684		278,031 71,142	7.3% 28.9%
Beg 52432 Perr	inning Fund Balance mits and Fees	300,000	300,000		21,969		
Beg 52432 Perr 52435 Inter	inning Fund Balance mits and Fees rest and Miscellaneous	300,000 100,000	300,000 100,000	13,684	21,969 28,858	71,142	28.9%
Beg 52432 Perr 52435 Inter 52452 Serv	inning Fund Balance mits and Fees rest and Miscellaneous Revenue Subtotal	300,000 100,000	300,000 100,000 400,000	13,684 24,184	21,969 28,858	71,142 349,173	28.9% 12.7%
Beg 52432 Perr 52435 Inter 52452 Serv 52454 Cap	inning Fund Balance mits and Fees rest and Miscellaneous Revenue Subtotal vices, Utilities & Training	300,000 100,000	300,000 100,000 400,000	13,684 24,184	21,969 28,858	71,142 349,173	28.9% 12.7%
Beg 52432 Perr 52435 Inter 52452 Serv 52454 Cap	inning Fund Balance mits and Fees rest and Miscellaneous Revenue Subtotal vices, Utilities & Training ital and NonCapital	300,000 100,000 400,000 -	300,000 100,000 400,000 80,000	13,684 24,184 - -	21,969 28,858 50,827 - -	71,142 349,173 80,000 -	28.9% 12.7% 0.0%
Beg 52432 Perr 52435 Inter 52452 Serv 52454 Cap 52457 Con	inning Fund Balance mits and Fees rest and Miscellaneous Revenue Subtotal vices, Utilities & Training ital and NonCapital istruction	300,000 100,000 400,000 - - 3,362,500	300,000 100,000 400,000 80,000 - 3,602,852	13,684 24,184 - - 1,511	21,969 28,858 50,827 - - 1,511	71,142 349,173 80,000 - 3,601,341	28.9% 12.7% 0.0% 0.0% 0.0%

BUDGET	BUDGET	PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
DODOLI	DODOLI	T EITIOB	NO TONE	<i>B</i> , (2) (10)2	
4 70 4 400	4 000 055		4 000 055		
4,764,162	4,929,355		4,929,355		
620,000	620,000	280,662	371,188	248,812	59.9%
120,000	120,000	18,011	36,598	83,402	30.5%
740,000	740,000	298,673	407,785	332,215	55.1%
_		_	_	-	
4 221 900				4 253 400	1.4%
		-	-		1.4%
4,221,300	4,313,302	01,302	01,302	4,233,400	1.470
(3,481,900)	(3,575,362)	236,711	345,824	(3,921,185)	
1,282,262	1,353,993		5,275,179		
3,255,042	3,586,906		3,586,906		
350.000	350.000	79.555	96.402	253.598	27.5%
			-		22.3%
470,000	470,000	92,478	123,206	346,794	26.2%
-	43,000	-	-	43,000	0.0%
-	-	•	-	-	
					0.5%
2,135,006	2,411,665	12,582	12,582	2,399,083	0.5%
(1,665,006)	(1,941,665)	79,895	110,623	(2,052,288)	
1,590,036	1,645,241		3,697,529		
1,025,147	944,381		944,381		
125,000	125,000	600	1,200	123,800	0
40,000	40,000	5,854	11,894	28,106	29.7%
165,000	165,000	6,454	13,094	151,906	7.9%
250.000	373.500	-	-	373.500	-
-		-	-		-
		2.480	2.480	-	0.3%
885,000	1,216,237	2,480	2,480		0.2%
(720,000)	(1,051,237)	3,974	10,614	(1,061,851)	
305,147	(106,856)		954,996		
	120,000 740,000 4,221,900 4,221,900 (3,481,900) 1,282,262 3,255,042 350,000 120,000 470,000 - 2,135,006 2,135,006 (1,665,006) 1,590,036 1,590,036 1,590,036 1,590,036 2,50,000 165,000 165,000 13,000 622,000 885,000 (720,000)	$\begin{array}{c ccccc} 620,000 & 620,000 \\ 120,000 & 120,000 \\\hline 740,000 & 740,000 \\\hline \\ \hline \\ 4,221,900 & 4,315,362 \\\hline \\ 4,221,900 & 4,315,362 \\\hline \\ 4,221,900 & 4,315,362 \\\hline \\ (3,481,900) & (3,575,362) \\\hline \\ 1,282,262 & 1,353,993 \\\hline \\ \hline \\ 3,255,042 & 3,586,906 \\\hline \\ 350,000 & 350,000 \\\hline \\ 120,000 & 120,000 \\\hline \\ 1,20,000 & 120,000 \\\hline \\ 120,000 & 120,000 \\\hline \\ 100,000 & 100,000 \\\hline \\ $	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$

FISCAL YEAR 2025

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
COURT TECHNOLO	DGY FEES						
	Beginning Fund Balance	3,532	4,837		4,837		
	34 Permits and Fees	4,000	4,000	328	891	3,109	22.3%
		5	5	11	23	(18)	
	Revenue Subtotal	4,005	4,005	339	915	3,090	22.8%
	52 Services, Utilities & Training	4,000	4,000	-	4,000		100.0%
		-,000	4,000		4,000	_	100.070
	Expenditure Subtotal	4,000	4,000		4,000		100.0%
		4,000	4,000		4,000		100.070
	Net Change	5	5	339	(3,085)	3,090	
	COURT TECHNOLOGY FEES (unaudited)	3,537	4,842		1,752		
COURT SECURITY	FEES						
	Beginning Fund Balance	32,531	34,523		34,523		
	34 Permits and Fees	5,000	5,000	398	1,086	3,914	21.7%
		750	750	103	221	529	29.4%
	Revenue Subtotal	5,750	5,750	501	1,307	4,443	22.7%
		-,	-,	•••	.,	.,	
	52 Services, Utilities & Training	-	-	-	-	-	
	58 Transfers	6,000	6,000	437	748	5,252	
	Expenditure Subtotal	6,000	6,000	437	748	5,252	12.5%
	Net Change	(250)	(250)	64	559	(809)	
	COURT SECURITY FEES (unaudited)	32,281	34,273		35,082		
POLICE SEIZURE F	FUND						
	Beginning Fund Balance	92,677	98,943		98,943		
	34 Permits and Fees	10,000	10,000	-		10,000	0.0%
	39 Other Financing Sources	-	-	-	3,425	(3,425)	
		2,500	2,500	317	679	1,821	27.1%
	Revenue Subtotal	12,500	12,500	317	4,104	8,396	32.8%
	52 Services, Utilities & Training	30,000	30,000	-	-	30,000	0.0%
		6,000	6,000		-	6,000	0.0%
		20,000	30,000	10,000	10,000	20,000	33.3%
	Expenditure Subtotal	56,000	66,000	10,000	10,000	56,000	15.2%
	Net Change	(43,500)	(53,500)	(9,683)	(5,896)	(47,604)	
	POLICE SEIZURE FUND (unaudited)	49,177	45,443		93,047		

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
POLICE EDUCATION FUI	ND						
	inning Fund Balance	14,228	17,054		17,054		
23634 Grar	nts	2,500	2,500	-		2,500	0.0%
23635 Inter	rest and Miscellaneous	300	300	51	109	191	36.3%
	Revenue Subtotal	2,800	2,800	51	109	2,691	3.9%
	vices, Utilities and Training	16,000 -	16,000	1,029	3,335	12,665	20.8%
23054 Cap	ital and Non Capital Expenditure Subtotal	- 16,000	- 16,000	1,029	3,335	- 12,665	20.8%
Net	Change	(13,200)	(13,200)	(978)	(3,226)	(9,974)	
POL	ICE EDUCATION FUND (unaudited)	1,028	3,854		13,828		
SPECIAL DONATIONS FU	UND						
	inning Fund Balance	21,231	26,790		26,790		
20234 Don	ations and Grants	2,500	2,500	-	-	2,500	0.0%
20235 Inter	rest and Miscellaneous	500	500	74	159	341	31.8%
	Revenue Subtotal	3,000	3,000	74	159	2,841	5.3%
20252 Serv	vices, Utilities and Training	3,000	3,000	-		3,000	0.0%
20253 Gen	eral Supplies and Repairs	2,000	2,000	-	-	2,000	0.0%
	Expenditure Subtotal	5,000	5,000	-	•	5,000	0.0%
Net	Change	(2,000)	(2,000)	74	159	(2,159)	
SPE	CIAL DONATIONS FUND (unaudited)	19,231	24,790		26,949		
CHILD SAFETY FEES							
	inning Fund Balance	12,181	127,479		127,479		
23834 Don	ations and Grants	40,000	40,000	2,775	6,192	33,808	15.5%
23835 Inter	rest and Miscellaneous	500	500	417	882	(382)	176.4%
	Revenue Subtotal	40,500	40,500	3,191	7,074	33,426	17.5%
23853 Gen	eral Supplies and Repairs	-	800	-	-	800	
23854 Capi	ital & Non-Capital	-	110,250	110,250	110,250	-	
23858 Tran	nsfers	27,850	27,050	2,909	5,125	21,925	18.9%
	Expenditure Subtotal	27,850	138,100	113,159	115,375	22,725	83.5%
Net	Change	12,650	(97,600)	(109,967)	(108,301)	10,701	
Сні	LD SAFETY FEE (unaudited)	24,831	29,879		19,178		

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Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT
STREET MAINTENA	NCE TAX	DODGET	DODOLI	I ENIOD	NO TONE	DITENTIOL	
-	Beginning Fund Balance	951,618	997,114		997,114		
	0 General Taxes	1,340,000	1,340,000	95,079	95,079	1,244,921	7.1%
	5 Interest and Miscellaneous	60,000	60,000	3,568	7,051	52,949	11.8%
	Donations and grants	-	-	-	-	-	
	8 Transfers	-	-	-	-	-	_
	Revenue Subtotal	1,400,000	1,400,000	98,647	102,130	1,297,870	7.3%
	2 Services, Utilities, and Training	750,000	754,456	1,138	52,472	701,984	7.0%
	General Supplies and Repairs	150,000	223,444	-	3,843	219,601	1.7%
	4 Capital and NonCapital	-	-	-	-		
	7 Construction	-	-	-	-	-	
	8 Transfers	748,950	748,950	-	-	748,950	0.0%
	Expenditure Subtotal	1,648,950	1,726,850	1,138	56,315	1,670,535	3.3%
	Net Change	(248,950)	(326,850)	97,508	45,815	(372,665)	
	STREET MAINTENACE TAX (unaudited)	702,668	670,264		1,042,929		
GRANTS FUND							
	Beginning Fund Balance	8,759	48,591		48,591		
	5 Interest and Miscellaneous		-	13,993	28,311	(28,311)	
	Donations and grants	250,000	3,092,222	-	12,348	3,079,874	0.4%
	Revenue Subtotal	250,000	3,092,222	13,993	40,659	3,051,563	1.3%
	Salaries and Benefits	250,000	270,943	-	-	270,943	0.0%
	2 Services, Utilities, and Training	-	529,568	-	-	529,568	0.0%
	General Supplies and Repairs	-	42,500	-	-	42,500	0.0%
	4 Capital and NonCapital	-	358,205	130,131	130,131	228,074	36.3%
	5 Other Expenses	-	280,000	-	-	280,000	0.0%
	7 Construction	-	1,655,555	70,734	122,006	1,533,548	7.4%
	Expenditure Subtotal	250,000	3,136,770	200,864	252,137	2,884,633	8.0%
	Net Change		(44,548)	(186,871)	(211,477)	166,929	
	GRANTS FUND (unaudited)	8,759	4,043		(162,886)		

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FISCAL YEAR 2025

	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
IT REPLACEMENT FUNI	<u>D</u>						
Be	ginning Fund Balance	119,978	140,741		140,741		
30135 Inte	erest and Miscellaneous	5,000	5,000	605	1,273	3,727	25.5%
30138 Tra	ansfers	-	-	-	-	-	
	Revenue Subtotal	5,000	5,000	605	1,273	3,727	25.5%
30152 Ser	rvices, Utilities, and Training		-		-	-	
30154 Ca	pital and NonCapital	91,900	91,900	-	-	91,900	0.0%
	Expenditure Subtotal	91,900	91,900	-	-	91,900	0.0%
Net	t Change	(86,900)	(86,900)	605	1,273	(88,173)	
IT F	REPLACEMENT (unaudited)	33,078	53,841		142,014		
	A.Y.						
HOTEL OCCUPANCY TA	AX ginning Fund Balance	12,052	19,493		19,493		
Beg					19,493 -	3,600	0.0%
Bet 23130 Gel	ginning Fund Balance	12,052 3,600 -	19,493 3,600 -	- 74		3,600 (153)	
Bet 23130 Gel	ginning Fund Balance neral Taxes				-		
Beg 23130 Ger 23135 Inte	ginning Fund Balance neral Taxes erest and Miscellaneous	3,600	3,600	74	- 153	(153)	<u>-</u>
Beg 23130 Ger 23135 Inte 23152 Ser	ginning Fund Balance neral Taxes erest and Miscellaneous Revenue Subtotal	3,600	3,600	<u>74</u> 74	- 153 153	(153) 3,447	<u>-</u>
Beg 23130 Ger 23135 Inte 23152 Ser	ginning Fund Balance neral Taxes erest and Miscellaneous Revenue Subtotal rvices, Utilities, and Training	3,600 	3,600 3,600 -	74 74 -	- 153 153 -	(153) 3,447 -	<u>-</u>
Beg 23130 Ger 23135 Inte 23152 Ser 23154 Cap	ginning Fund Balance neral Taxes erest and Miscellaneous Revenue Subtotal rvices, Utilities, and Training pital and NonCapital	3,600 3,600 	3,600 - 3,600 - -	74 74 - -	- 153 153 - -	(153) 3,447 -	<u>-</u>

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
PEG FUNDS	Beginning Fund Balance	8,724	106,526		106,526		
	 General Taxes Interest and Miscellaneous Revenue Subtotal 	30,000 - 30,000	30,000 - 30,000	7,933 397 8,330	7,933 819 8,752	22,067 (819) 21,248	26.4% 29.2%
	 Services, Utilities, and Training Capital and NonCapital Expenditure Subtotal 		- - -	-	-	- - -	
	Net Change	30,000	30,000	8,330	8,752	21,248	
	PEG FUNDS(unaudited)	38,724	136,526		115,278		

		INCEPTION		TOTAL
		THROUGH	FY 25	PROJECT
ACCOUNT NUMBER	DESCRIPTION	FY 24	11/30/2024	TO DATE
2011 GO BONDS - TOWN CREEK DET		14	15	16
	BEGINNING FUND BALANCE	-	10,209	-
354-35100-000-000-0000	INTEREST	363,965	98	364,063
354-35150-000-000-0000	UNREALIZED GAIN/LOSS ON INVEST	228	-	228
354-35250-000-000-0000	NET BOND PROCEEDS	5,350,000	-	5,350,000
	TOTAL REVENUES	5,714,193	98	5,714,291
354-57400-000-000-4041	LAND ACQUISITION	1,351,749	-	1,351,749
354-57500-000-000-4041	ENGINEERING SERVICES	1,693,647	-	1,693,647
354-57600-000-000-4041	CONSTRUCTION COSTS	2,658,588	-	2,658,588
	TOTAL EXPENDITURES	5,703,984	-	5,703,984
Fund number: 354	2011 GO BONDS - TOWN CREEK DET	10,209	98	10,307
	ENDING FUND BALANCE	10,209	10,307	10,307

Outstanding Encumbrances:

354-57600-000-000-4041	Texas Sterling	PO 22139	615
354-57500-000-000-4041	Vickrey & Associates, Inc	PO 22166	44
354-57600-000-000-4041	Alamo Fence Company	PO 957315	2,632
	Total Encumbrances		3,292
	Remaining funds		7,015

		INCEPTION		TOTAL
		THROUGH	FY 25	PROJECT
ACCOUNT NUMBER	DESCRIPTION	FY 24	11/30/2024	TO DATE
2013 GO BONDS - TOWN CR	EEK DET	12	13	14
	BEGINNING FUND BALANCE	-	604,494	-
356-35100-000-000-0000	INTEREST	641,596	10,199	651,796
356-35150-000-000-0000	UNREALIZED GAIN/LOSS ON INVEST	1,828	-	1,828
356-38357-000-000-0000	TRANSFER FROM 13 GO BONDS	10,147	-	10,147
356-39350-000-000-0000	NET BOND PROCEEDS	3,700,000	-	3,700,000
	TOTAL REVENUES	4,353,571	10,199	4,363,770
356-57500-000-000-4041	ENGINEERING SERVICES	66,307	-	66,307
356-57600-000-000-4041	CONSTRUCTION COSTS	3,682,770	-	3,682,770
	TOTAL EXPENDITURES	3,749,077	-	3,749,077
Fund number: 356	2013 GO BONDS - TOWN CREEK DET	604,494	10,199	614,694
	ENDING FUND BALANCE	604,494	614,694	614,694

Outstanding Encumbrances:

	Remaining funds		239,028
	Total Encumbrances		375,665
356-57500-000-000-4041	Raba Kistener, Inc	PO 24061	13,303
356-57600-000-000-4041	Texas Sterling	PO 22139	362,362

		INCEPTION		TOTAL
		THROUGH	FY 25	PROJECT
ACCOUNT NUMBER	DESCRIPTION	FY 24	11/30/2024	TO DATE
2016 GO BONDS - BORGFEL	<u>D RD</u>	9	10	11
	BEGINNING FUND BALANCE	-	944	-
363-35100-000-000-0000	INTEREST	48,084	8	48,092
363-39350-000-000-0000	NET BOND PROCEEDS	3,500,000	-	3,500,000
363-37100-000-000-0000	INTERGOVERNMENTAL PARTICIPATION	450,000	-	450,000
	TOTAL REVENUES	3,998,084	8	3,998,092
363-57400-000-000-5051	LAND ACQUISITION	303,169	-	303,169
363-57500-000-000-5051	ENGINEERING SERVICES	296,531	-	296,531
363-57600-000-000-5051	CONSTRUCTION COSTS	3,339,440	-	3,339,440
363-57600-000-000-5502	CONSTRUCTION COSTS	58,000	-	58,000
	TOTAL EXPENDITURES	3,997,140	-	3,997,140
Fund number: 363	2016 GO BONDS - BORGFELD RD	944	8	952
	ENDING FUND BALANCE	944	952	952

ACCOUNT NUMBER	DESCRIPTION		INCEPTION THROUGH FY 24	FY 25 11/30/2024	TOTAL PROJECT TO DATE
2019 GENERAL OBLIGATION			6	11/30/2024	TODATE
	BEGINNING FUND BALANC	Œ	-	941,197	-
365-35100-000-000-0000	INTEREST		256,085	7,634	263,719
365-38101-000-000-0000	TRANSFER FROM GENERA	L FUND	675,000	-	675,000
365-39350-000-000-0000	NET BOND PROCEEDS		10,750,000	-	10,750,000
	TOTAL REVENUES		11,681,085	7,634	11,688,719
365-54910-000-000-0000	CAPITAL OUTLAY		450,000	-	450,00
365-57500-000-000-1074	ENGINEERING SERVICES	CITY HALL ANNEX	250,571	-	250,57
365-57500-000-000-1075	ENGINEERING SERVICES	PUBLIC WORKS EXPANSION	93,470	-	93,47
365-57500-000-000-4043	ENGINEERING SERVICES	TOLLE ROAD IMPROVEMENTS	375,637	-	375,63
365-57500-000-000-6066	ENGINEERING SERVICES	TOLLE PARK	67,820	-	67,82
365-57600-000-000-1074	CONSTRUCTION COSTS	CITY HALL ANNEX	2,370,488	-	2,370,48
365-57600-000-000-1075	CONSTRUCTION COSTS	PUBLIC WORKS EXPANSION	605,072	-	605,07
365-57600-000-000-4043	CONSTRUCTION COSTS	TOLLE ROAD IMPROVEMENTS	-	-	-
365-57600-000-000-5055	CONSTRUCTION COSTS	FM 1103 ROAD IMPROVEMENTS	6,000,000	-	6,000,00
365-57600-000-000-6062	CONSTRUCTION COSTS	MIRACLE FIELD	500,000	-	500,00
365-57600-000-000-6066	CONSTRUCTION COSTS	TOLLE PARK	-	-	-
365-57650-000-000-1074	TESTING	CITY HALL ANNEX	26,829	-	26,82
	TOTAL EXPENDITURES		10,739,888	-	10,739,88
und number: 365	2019 GENERAL OBLIGATIO	N BONDS	941,197	7,634	948,83
	ENDING FUND BALANCE		941,197	948,831	948,83

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365-57500-000-000-4043	Lockwood Andrews	PO 22110	31,024
	Total Encumbrances	-	31,024
	Remaining funds		917,807

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 24	FY 25 11/30/2024	TOTAL PROJECT TO DATE
2019 CERTIFICATES OF OBLIC	GATION	6	7	8
	BEGINNING FUND BALANCE	-	371,994	-
333-35100-000-000-0000	INTEREST	130,091	2,966	133,057
333-39350-000-000-0000	NET BOND PROCEEDS	5,000,000	-	5,000,000
333-37120-000-000-0000	INTERGOVERNMENTAL - GUADALUPE CO	750,000	-	750,000
	TOTAL REVENUES	5,880,091	2,966	5,883,057
333-57400-000-000-5057	LAND ACQUISITION	429,363	-	429,363
333-57500-000-000-5057	ENGINEERING SERVICES	456,961	-	456,961
333-57600-000-000-5057	CONSTRUCTION COSTS	4,612,913	-	4,612,913
333-57650-000-000-5057	TESTING	8,860	-	8,860
	TOTAL EXPENDITURES	5,508,097	-	5,508,097
Fund number: 333	2019 CERTIFICATES OF OBLIGATION	371,994	2,966	374,960
	ENDING FUND BALANCE	371,994	374,960	374,960

		INCEPTION		TOTAL
		THROUGH	FY 25	PROJECT
ACCOUNT NUMBER	DESCRIPTION	FY 24	11/30/2024	TO DATE
2020 CERTIFICATES OF OBLIC	GATION - STREET MAINTENANCE			
	BEGINNING FUND BALANCE	-	714,052	-
369-35100-000-000-0000	INTEREST	476,885	6,608	483,493
369-14101-000-000-0000	TRANSFER FROM GENERAL FUND	2,350,000	-	2,350,000
369-14239-000-000-0000	TRANSFER FROM STREET MAINTENANCE	1,043,763	-	1,043,763
369-39350-000-000-0000	NET BOND PROCEEDS	7,500,000	-	7,500,000
	TOTAL REVENUES	11,370,648	6,608	11,377,256
369-57400-000-000-5500	LAND ACQUISITION	-	_	_
369-57500-000-000-5050	ENGINEERING SERVICES	39,840	-	39,840
369-57500-000-000-5500	ENGINEERING SERVICES	286,005	-	286,005
369-57500-000-000-5502	ENGINEERING SERVICES	160,989	17,616	178,604
369-57500-000-000-5503	ENGINEERING SERVICES	217,968	3,346	221,314
369-57600-000-000-5501	CONSTRUCTION COSTS	8,094,467	-	8,094,467
369-57600-000-000-5502	CONSTRUCTION COSTS	1,857,327	484,784	2,342,111
	TOTAL EXPENDITURES	10,656,596	505,745	11,162,341
	2020 CERTIFICATES OF OBLIGATION - STREE	r		
Fund number: 369	MAINTENANCE	714,052	(499,137)	214,915
	ENDING FUND BALANCE	714,052	214,915	214,915
Outstanding Encumbrances	<u>.</u>			
369-57500-000-000-5502	Lockwood Andrews	PO 23202		4,101
369-57500-000-000-5502	Terracon	PO 24163		11,979
369-57500-000-000-5503	Lockwood Andrews	PO 24098		59,476
369-57600-000-000-5502	D&D Contractors	PO 24083		-
	Total Encumbrances			75,556
	Remaining funds			139,360

ACCOUNT NUMBER	DESCRIPTION		INCEPTION THROUGH FY 24	FY 25 11/30/2024	TOTAL PROJECT TO DATE
2023 CERTIFICATES OF OBLIC			2	3	4
	BEGINNING FUND BALANC	E	-	136,241	-
371-35100-000-000-0000	INTEREST		206,148	1,672	207,820
371-35350-000-000-0000	BOND PROCEEDS		4,550,000		4,550,000
371-35351-000-000-0000	BOND PREMIUM		364,772	-	364,772
	TOTAL REVENUES		5,120,920	1,672	5,122,592
371-55005-000-000-0000	BOND ISSUANCE COST		114,772	-	114,772
371-54910-343-000-0000	CAPITAL OUTLAY		300,468	-	300,468
371-54910-353-000-0000	CAPITAL OUTLAY		1,026,843	-	1,026,843
371-57500-199-000-1072	ENGINEERING SERVICES	CITY HALL/HVAC RENOVATION	100,500	-	100,500
371-57500-353-000-7074	ENGINEERING SERVICES	PUBLIC SAFETY FACILITY	756,300	-	756,300
371-57600-160-000-1075	CONSTRUCTION COSTS	PUBLIC WORKS EXPANSION	765,299	-	765,299
371-57600-199-000-1072	CONSTRUCTION COSTS	CITY HALL/HVAC RENOVATION	1,892,069	-	1,892,069
371-57600-353-000-7072	CONSTRUCTION COSTS	FIRE ST 1 & 2 BATHROOMS	13,931	-	13,931
371-57600-353-000-7073	CONSTRUCTION COSTS	FIRE ST 1 & 2 BATHROOMS	14,496	-	14,496
371-54910-660-000-0000	CAPITAL OUTLAY		-	-	-
	TOTAL EXPENDITURES		4,984,679	-	4,984,679
Fund number: 371	2023 CERTIFICATES OF OBL	IGATION	136,241	1,672	137,913
	ENDING FUND BALANCE		136,241	137,913	137,913
Outstanding Encumbrances:					
371-54910-343-000-0000	LCRA		PO 24094		30,447
371-54910-343-000-0000	Farrwest		PO 957273		7,562
371-57500-353-000-7074	Eikon Consulting Group	ARCHITECT	PO 24055		49,685
	Total Encumbrances				87,694
	Remaining funds				50,218

ACCOUNT NUMBER	DESCRIPTION		INCEPTION THROUGH FY 24	FY 25 11/30/2024	TOTAL PROJECT TO DATE
2024 CERTIFICATES OF OBLIG			2	3	4
	BEGINNING FUND BALANCE		-	2,815,305	-
372-35100-000-000-0000	INTEREST		161,720	25,668	187,388
372-35350-000-000-0000	BOND PROCEEDS		8,485,000	-	8,485,000
372-35351-000-000-0000	BOND PREMIUM		723,639	-	723,639
	TOTAL REVENUES		9,370,359	25,668	9,396,027
372-55005-000-000-0000	BOND ISSUANCE COST		208,639	-	208,639
372-54910-146-000-0000	CAPITAL OUTLAY		299,599	16,438	316,038
372-54910-353-000-0000	CAPITAL OUTLAY		2,757,793	-	2,757,793
372-54910-748-000-0000	CAPITAL OUTLAY		-	-	-
372-57400-748-000-0000	LAND ACQUISITION		855,461	-	855,461
372-57600-000-000-5502	CONSTRUCTION COSTS		2,433,562	461,353	2,894,915 -
	TOTAL EXPENDITURES		6,555,054	477,791	7,032,845
Fund number: 372	2024 CERTIFICATES OF OBLIC	GATION	2,815,305	(452,123)	2,363,182
	ENDING FUND BALANCE		2,815,305	2,363,182	2,363,182
Outstanding Encumbrances:					
372-54910-353-000-0000	SIDDONS MARTIN	LADDER TRUCK AND PUMPER	PO 24079		90,917
372-57600-000-000-5502	D&D CONTRACTORS	BOLTON, DEAN AND LOWER SEGUIN			1,081,015
372-54910-146-000-0000	PROSTRUCTURES	METAL BUILDING	PO 957321		68,154
372-54910-160-000-0000	AUTOMOTIVE BUSINESS CON		PO 957308		25,730
372-54910-748-000-0000	DEWINNE EQUIPMENT CO	MOWER EQUIPMENT	PO 957302		54,998
	Total Encumbrances			_	1,320,814
	Remaining funds				1,042,368

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 24	FY 25 11/30/2024	TOTAL PROJECT TO DATE
2012 REVENUE BONDS				
	BEGINNING FUND BALANCE	-	1,324,766	-
531-35100-000-000-0000	INTEREST	496,770	8,709	505,479
531-35150-000-000-0000	UNREALIZED GAIN/LOSS ON INVEST	221	-	221
531-35250-000-000-0000	NET BOND PROCEEDS	8,000,000	-	8,000,000
	TOTAL REVENUES	8,496,991	8,709	8,505,701
531-54916-000-000-2006	WATER LINE PROJECTS	18,500	-	18,500
531-57400-000-000-224B	LAND ACQUISITION	21,900	-	21,900
531-57400-000-000-3033	LAND ACQUISITION	13,779	-	13,779
531-57500-000-000-224A	ENGINEERING SERVICES	25,224	-	25,224
531-57500-000-000-224B	ENGINEERING SERVICES	47,500	-	47,500
531-57500-000-000-225A	ENGINEERING SERVICES	165,000	-	165,000
531-57500-000-000-225B	ENGINEERING SERVICES	58,500	-	58,500
531-57500-000-000-225C	ENGINEERING SERVICES	93,600	-	93,600
531-57500-000-000-2028	ENGINEERING SERVICES	25,066	-	25,066
531-57500-000-000-3034	ENGINEERING SERVICES	24,897	-	24,897
531-57500-000-000-3035	ENGINEERING SERVICES	76,375	-	76,375
531-57500-000-000-3036	ENGINEERING SERVICES	36,120	-	36,120
531-57600-000-000-2006	CONSTRUCTION COSTS	-	-	-
531-57600-000-000-224A	CONSTRUCTION COSTS	433,689	-	433,689
531-57600-000-000-224B	CONSTRUCTION COSTS	31,432	-	31,432
531-57600-000-000-224D	CONSTRUCTION COSTS	170,000	-	170,000
531-57600-000-000-225A	CONSTRUCTION COSTS	2,088,254	-	2,088,254
531-57600-000-000-225B	CONSTRUCTION COSTS	763,800	-	763,800
531-57600-000-000-225C	CONSTRUCTION COSTS	1,127,215	-	1,127,215
531-57600-000-000-2028	CONSTRUCTION COSTS	240,266	-	240,266
531-57600-000-000-3033	CONSTRUCTION COSTS	1,655,648	-	1,655,648
531-57600-000-000-5056	CONSTRUCTION COSTS	55,461	-	55,461
	TOTAL EXPENDITURES	7,172,225	-	7,172,225
Fund number: 531	2012 REVENUE BONDS	1,324,766	8,709	1,333,475
	ENDING FUND BALANCE	1,324,766	1,333,475	1,333,475

		INCEPTION		TOTAL
		THROUGH	FY 25	PROJECT
ACCOUNT NUMBER	DESCRIPTION	FY 24	11/30/2024	TO DATE
2019 CERTIFICATES OF OBLI	GATION - UTILITY	6	7	8
	BEGINNING FUND BALANCE	-	1,656,631	-
532-35100-000-000-0000	INTEREST	167,744	12,518	180,261
532-39350-000-000-0000	NET BOND PROCEEDS	1,500,000	-	1,500,000
532-37000-000-000-0000	INTERGOVERNMENTAL - TXDOT	2,036,873	-	2,036,873
	TOTAL REVENUES	3,704,617	12,518	3,717,134
532-57400-000-000-5055	LAND ACQUISITION	154,606	_	154,606
532-57400-000-000-5065	LAND ACQUISITION	9,065	-	9,065
532-54954-000-000-0000	CAPITAL OUTLAY	173,336	-	173,336
532-57500-000-000-5055	ENGINEERING SERVICES	106,184	-	106,184
532-57600-000-000-5055	CONSTRUCTION COSTS	1,604,795	-	1,604,795
	TOTAL EXPENDITURES	2,047,986	-	2,047,986
Fund number: 532	2019 CERTIFICATES OF OBLIGATION - UTILITY	1,656,631	12,518	1,669,149
	ENDING FUND BALANCE	1,656,631	1,669,149	1,669,149
Outstanding Encumbrances	<u>.</u>			
532-57500-000-000-5055	Westwood Professional Services	PO 24167		40,373
	Total Encumbrances		_	40,373
	Remaining funds			1,628,776

		INCEPTION		TOTAL
		THROUGH	FY 25	PROJECT
ACCOUNT NUMBER	DESCRIPTION	FY 24	11/30/2024	TO DATE
2021 EDC REVENUE BONDS		4	5	6
	BEGINNING FUND BALANCE	-	418,686	-
870-35100-000-000-0000	INTEREST	46,722	3,400	50,122
870-35350-000-000-0000	BOND PROCEEDS	4,125,000	-	4,125,000
	TOTAL REVENUES	4,171,722	3,400	4,175,122
870-52710-000-000-0000	PROFESSIONAL SERVICES	55,474	-	55,474
870-54900-000-000-0000	NON-CAPITAL OUTLAY	1,268	-	1,268
870-54925-000-000-0000	LAND ACQUISITION	3,595,144	-	3,595,144
870-55005-000-000-0000	BOND ISSUANCE COST	101,150	-	101,150
	TOTAL EXPENDITURES	3,753,036	-	3,753,036
Fund number: 870	2021 EDC REVENUE BONDS	418,686	3,400	422,086
	ENDING FUND BALANCE	418,686	422,086	422,086

Outstanding	Encumbrances:

870-52710-000-000-0000	Colliers Engineering	PO 24157	6,750
	Total Encumbrances		6,750
	Remaining funds		415,336

B. Approval of the November 2024 Check Register.

Meeting	Agenda Group				
Tuesday, February 25, 2025, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8B.				
From	1				
Jessica Donoho, Accounting Manager					
Staff Contact(s)					
Anna Miranda,					

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

Detailed Check Register 20241130.pdf



Raw Check Register -November 2024

	eck Date. 11/01/2024-11/30/2024					
	Check Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
11/1/2024	71548 AJ'S TIRE SHOP, INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	waste disposal fee - ms4 / Drainage	45.50	
11/1/2024	71549 ALAN HYDRAULICS & MACHINERY CO		PUBLIC WORKS STREETS	3ft grey cylinder - Streets	692.08	
11/1/2024	71550 AT&T	GENERAL FUND	INFORMATION TECHNOLOGY	phone business advance Acct#831-001-3506-279	106.63	
11/1/2024	71551 AT&T	GENERAL FUND	INFORMATION TECHNOLOGY	PD Internet & Voice Bundle Acct#8310009744144	1,599.03	
11/1/2024	71552 BB INSPECTION SERVICES, LLC	GENERAL FUND	BUILDING SERVICES	City Building Inspections for September	80,956.17	
11/1/2024	71553 BELSON OUTDOORS LLC	GENERAL FUND	NON-DEPARTMENTAL	6' Heavy Duty Table w/ green seats	1,728.29	
11/1/2024	71554 CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat repair unit 21-06 - PD	20.00	
11/1/2024	71554 CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat repair unit 19-03 - PD	20.00	
11/1/2024	71554 CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat repair unit 21-03 - PD	20.00	
11/1/2024	71554 CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat repair on unit 19-03 - PD	20.00	
11/1/2024	71555 CHARTER COMMUN. HOLDINGS, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Acct#183695201 - TV Svc PD	234.85	
11/1/2024	71555 CHARTER COMMUN. HOLDINGS, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Acct#183696301 - TV Svc for FS1	194.50	
11/1/2024	71555 CHARTER COMMUN. HOLDINGS, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Acct#183696201 - TV Svc for FS2	116.48	
11/1/2024	71556 CINTAS FIRST AID & SAFETY	GENERAL FUND	NON-DEPARTMENTAL	First Aid Supplies - City Hall	128.06	
11/1/2024	71557 CITY OF SCHERTZ	GENERAL FUND	NO DEPARTMENT	Dispatch Svcs Q4	40,000.00	
11/1/2024	71558 CIVICPLUS, LLC	GENERAL FUND	CITY SECRETARY	Printing Annual Subscription FY25 - CSO	5,555.50	
11/1/2024	71559 COLLIERS ENGINEERING & DESIGN		PUBLIC WORKS STREETS	Borgfeld & Cibolo Valley Dr Traffic Assessment	302.50	
11/1/2024	71559 COLLIERS ENGINEERING & DESIGN		POBLIC WORKS STREETS	Proj#687-23-01 Town Creek Trail Extension	4,612.50	
11/1/2024	71559 COLLIERS ENGINEERING & DESIGN 71559 COLLIERS ENGINEERING & DESIGN		PARKS	Proj#687-23-01 Town Creek Trail Extension Proj#687-23-01 Town Creek Trail Extension	4,612.50	
				,		
11/1/2024	71559 COLLIERS ENGINEERING & DESIGN	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Cibolo Borgfeld and Thistle Traffic Counts	3,850.00	
11/1/2024	71560 COLORADO DRONE CHARGERS LLC			Drone Charger DJI Mavic 3 PRCS - PD	895.00	
11/1/2024	71561 CRAFCO, INC.	GENERAL FUND	PUBLIC WORKS STREETS	4500 lbs of Polyflex type 3 - Streets	2,745.00	
11/1/2024	71562 DAY ONE EXPERTS	ECONOMIC DEVELOPMENT FUND		2025 TexasED Connection Renewal	2,750.00	
11/1/2024	71563 DELFINO MONTEMAYOR JR	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Full Tint Truck#162 & F150 - Utilities	350.00	
11/1/2024	71564 DETECTACHEM, INC	GENERAL FUND	POLICE DEPARTMENT	Mobile Detect Pouches - PD	92.74	
11/1/2024	71565 DIXIE OIL COMPANY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Premium Universal Drum - PW	184.44	
11/1/2024	71565 DIXIE OIL COMPANY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Premium Universal Drum - PW	50.44	
11/1/2024	71565 DIXIE OIL COMPANY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Premium Universal Drum - PW	184.45	
11/1/2024	71565 DIXIE OIL COMPANY	GENERAL FUND	PARKS	Premium Universal Drum - PW	184.44	
11/1/2024	71565 DIXIE OIL COMPANY	GENERAL FUND	PUBLIC WORKS STREETS	Premium Universal Drum - PW	184.44	
11/1/2024	71566 DOCUMATION, INC	GENERAL FUND	INFORMATION TECHNOLOGY	Coverage Period 10/5/24 - 11/4/24	5,490.38	
11/1/2024	71567 DOUGLASS W KING CO INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Common Bermuda Grass - Drainage	360.00	
11/1/2024	71568 EWING	GENERAL FUND	NON-DEPARTMENTAL	valve box, qcv - City Hall	160.37	
11/1/2024	71568 EWING	GENERAL FUND	NON-DEPARTMENTAL	green lid - City Hall	76.66	
11/1/2024	71568 EWING	GENERAL FUND	PARKS	pvc, primer - Parks	119.50	
11/1/2024	71569 FERGUSON WATERWORKS #1106	GENERAL FUND	FIRE DEPARTMENT	car wash cleaner - Fire	53.04	
11/1/2024	71569 FERGUSON WATERWORKS #1106	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	earplugs - Utilities	70.71	
11/1/2024	71569 FERGUSON WATERWORKS #1106	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	safety glasses - Utilities	145.50	
11/1/2024	71569 FERGUSON WATERWORKS #1106	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	fiber hard hat - Utilities	185.72	
11/1/2024	71569 FERGUSON WATERWORKS #1106	WATER & SEWER FUND	WATER OPERATIONS	valves, box lids - Utilities	494.94	
11/1/2024	71569 FERGUSON WATERWORKS #1106	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	safety glasses - Utilities	121.25	
11/1/2024	71570 FISERV, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	BOSS-DS billing for Sept2024 - UB	113.60	
11/1/2024	71571 FREESE AND NICHOLS	WATER & SEWER FUND	WATER OPERATIONS	Water System Evaluation rendered thru Sept	3,361.75	
11/1/2024	71572 GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	instructors rapelling belt - Fire	53.79	
11/1/2024	71572 GALLS, LLC 71572 GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	Pro Shirt, zippers - Fire	71.26	
11/1/2024	71572 GALLS, LLC 71572 GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	stryke pants - Fire	142.80	
11/1/2024	71572 GALLS, LLC 71572 GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	taclite pro shirt and emblem - Fire	61.21	
					60.16	
11/1/2024	71572 GALLS, LLC	GENERAL FUND		pro pants - Fire		
11/1/2024	71573 GREATER:SATX	ECONOMIC DEVELOPMENT FUND		Regional Economic Collaborative - EDC	5,000.00	
11/1/2024	71574 GULF COAST PAPER CO, INC	GENERAL FUND	NON-DEPARTMENTAL	duster - City Annex	42.16	
11/1/2024	71574 GULF COAST PAPER CO, INC	SPECIAL EVENTS	PARKS	janitorial supplies - Cibolofest	486.36	
11/1/2024	71574 GULF COAST PAPER CO, INC	SPECIAL EVENTS	PARKS	black liners - Cibolofest	163.20	
11/1/2024	71575 H&H DIESEL SERVICES	GENERAL FUND	FIRE DEPARTMENT	E20 emergency apparatus repairs - Fire	4,501.86	
11/1/2024	71576 HAJOCA CORPORATION	GENERAL FUND	PARKS	97118 service charge - Parks	8.78	
11/1/2024	71577 HELPING HAND HARDWARE	GENERAL FUND	PARKS	small engine parts - Parks	156.83	
11/1/2024	71578 HESSELBEIN TIRE SOUTHWEST, INC		DRAINAGE UTILITY DISTRICT	P350 Wanda Wolfpack tire - Drainage	338.00	

Check Date C	Check Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
11/1/2024	71579 IJEFF, LLC	GENERAL FUND	HUMAN RESOURCES	business cards - K. Lee & V. Sanchez	28.82	volu.
11/1/2024	71579 IJEFF, LLC	GENERAL FUND	ECONOMIC DEVELOPMENT	business cards - K. Lee & V. Sanchez	43.56	
11/1/2024	71580 JPC CONSTRUCTION INC.	GRANT FUND	NON-DEPARTMENTAL	Labor and Engineering Overages	-10.00	
11/1/2024	71580 JPC CONSTRUCTION INC.	GRANT FUND	NON-DEPARTMENTAL	Labor and Engineering Overages	14,445.75	
11/1/2024	71581 KELLY R. SMITH	GENERAL FUND	CITY SECRETARY	Magazine Printing & Postage - Proj#5556	6,967.91	
11/1/2024	71582 KFW MANAGEMENT, LLC	PARK LAND FEES	PARKS	Fishing Pond Concepts PO#23122	1,150.00	
11/1/2024	71583 LISA-MARIE CIMINO	GENERAL FUND	HUMAN RESOURCES	Spark Hire auto renewal subscription	158.84	
11/1/2024	71584 LOCKWOOD ANDREWS & NEWNAM	2020 CERT OF OBLIGATION BOND		Cibolo 2023 St. Rehabilitation & Reconstruction	3,862.00	
11/1/2024		2020 CERT OF OBLIGATION BOND		CO Cibolo 2024 St. Rehab & Recon	997.73	
11/1/2024	71584 LOCKWOOD ANDREWS & NEWNAM	DRAINAGE IMPACT FEES	NO DEPARTMENT	Tolle Rd Final Design	11,686.40	
11/1/2024	71584 LOCKWOOD ANDREWS & NEWNAM	TRAFFIC IMPACT FEES	NO DEPARTMENT	Tolle Rd Final Design	11,686.40	
11/1/2024	71585 MARK ALLEN	GENERAL FUND	COUNCIL	Parking and Uber Refund at Houston Conference	148.66	
11/1/2024	71586 MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	Oil Change, Brake repairs - Unit 19-03	1,276.21	
11/1/2024	71586 MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	oil change Unit 19-04 / PD	97.18	
11/1/2024	71586 MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	oil change unit 21-06 / PD	130.21	
11/1/2024	71587 MCCOY'S BUILDING SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	8x20 remesh mat - Streets	509.93	
11/1/2024	71588 NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	Rainhood - PD	56.97	
11/1/2024	71588 NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	Polo shirt - PD	48.00	
11/1/2024	71589 OPENGOV, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Service Period 10/01/24 - 09/30/25	6,000.00	
11/1/2024	71589 OPENGOV, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Service Period 10/01/24 - 09/30/25	6,000.00	
11/1/2024	71589 OPENGOV, INC.	GENERAL FUND	FINANCE DEPARTMENT	Service Period 10/01/24 - 09/30/25	1,195.00	
11/1/2024	71589 OPENGOV, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	Service Period 10/01/24 - 09/30/25	2,275.00	
11/1/2024	71589 OPENGOV, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	Service Period 10/01/24 - 09/30/25	37,725.00	
11/1/2024	71590 OREILLY AUTO PARTS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	van brush - Utilities	12.00	
11/1/2024	71590 OREILLY AUTO PARTS	GENERAL FUND	POLICE DEPARTMENT	heather hose, clamps - PD	30.50	
11/1/2024	71590 OREILLY AUTO PARTS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	cutoff wheel - Utilities	15.99	
11/1/2024	71590 OREILLY AUTO PARTS	GENERAL FUND	PARKS	oil filters - Parks	37.70	
11/1/2024	71590 OREILLY AUTO PARTS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	wire ties, conduit - Utilities	39.97	
11/1/2024	71590 OREILLY AUTO PARTS	GENERAL FUND	PUBLIC WORKS STREETS	1 gal car wash - Streets	6.99	
11/1/2024	71590 OREILLY AUTO PARTS	GENERAL FUND	FIRE DEPARTMENT	funnel - Fire	13.99	
11/1/2024	71590 OREILLY AUTO PARTS	GENERAL FUND	FIRE DEPARTMENT	BlueDef - Fire	37.98	
11/1/2024	71590 OREILLY AUTO PARTS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	toggle cover - Utilities	13.99	
11/1/2024	71590 OREILLY AUTO PARTS	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	wiper - Drainage	8.52	
11/1/2024	71590 OREILLY AUTO PARTS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	nozzle, brush, wash brush - Utilities	48.96	
11/1/2024	71590 OREILLY AUTO PARTS	GENERAL FUND	PUBLIC WORKS STREETS	6pk paper - Streets	7.99	
11/1/2024	71590 OREILLY AUTO PARTS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	wire harness - Utilities	34.18	
11/1/2024	71591 PETHEALTH SERVICES (USA)INC	GENERAL FUND	ANIMAL SERVICES	Microchips w/ tags - ACO	1,325.00	
11/1/2024	71592 POLLUTION CONTROL SERVICES, INC	WATER & SEWER FUND	WATER OPERATIONS	coliform, total/E.coli - Water	600.00	
11/1/2024	71593 PROCARE HOLDINGS, INC	GENERAL FUND	PARKS	TML case AU199950 VIN0634	33,141.41	
11/1/2024	71593 PROCARE HOLDINGS, INC	GENERAL FUND	PARKS	TML case AU199950 VIN0634	150.10	
11/1/2024	71594 ROBERT MAHONEY	GENERAL FUND	COUNCIL	PARKING AT CONFERENCE	150.00	
11/1/2024	71595 SHI GOVERNMENT SOLUTIONS, INC	GENERAL FUND	INFORMATION TECHNOLOGY	Azure monthly charges for August	211.40	
11/1/2024	71595 SHI GOVERNMENT SOLUTIONS, INC		INFORMATION TECHNOLOGY	Azure monthly charges for August	488.23	
11/1/2024	71595 SHI GOVERNMENT SOLUTIONS, INC		INFORMATION TECHNOLOGY	Azure monthly charges for Sept.	683.19	
11/1/2024	71596 SKELTON ENTERPRISES, INC.	GENERAL FUND	POLICE DEPARTMENT	Fire Alarm monitoring Renewal - PD	360.00	
11/1/2024	71597 TELLUS EQUIPMENT SOLUTIONS LLC		PARKS	31.4cc w/12" ex - Parks	689.99	
11/1/2024	71597 TELLUS EQUIPMENT SOLUTIONS LLC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	pack nobin - Drainage	96.18	
11/1/2024	71598 TEXAS EXCAVATION SAFETY SYSTE		GENERAL UTILITIES OPERATIONS	Message fees for Sept. 2024 - Utilities	369.15	
11/1/2024	71599 TIM BIRD	GENERAL FUND	NON-DEPARTMENTAL	Commercial Pest Service FY25	6,480.00	
11/1/2024	71600 TYCO FIRE & SECURITY (US)	GENERAL FUND	INFORMATION TECHNOLOGY	Video Security Camera Completion	1,035.95	
11/1/2024	71601 UMB BANK N.A.	DEBT SERVICE FUND	NO DEPARTMENT	Admin Fees Cibolo CO 2020	400.00	
11/1/2024	71602 UNITED RENTALS	SPECIAL EVENTS	PARKS	credit due on portable rr	(325.00)	
11/1/2024	71602 UNITED RENTALS	SPECIAL EVENTS	PARKS	credit due on portable rr	(325.00)	
11/1/2024	71602 UNITED RENTALS	SPECIAL EVENTS	PARKS	Cibolofest Light Tower Rental	1,655.90	
11/1/2024	71602 UNITED RENTALS	SPECIAL EVENTS	PARKS	credit due on portable rr	(325.00)	
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	phone service 10/11/24 - 11/10/24	37.99	
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	PLANNING	phone service 10/11/24 - 11/10/24	156.44	
11/1/2024	71603 VERIZON WIRELESS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	phone service 10/11/24 - 11/10/24	303.98	
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	FIRE DEPARTMENT	phone service 10/11/24 - 11/10/24	265.95	
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	CITY SECRETARY	phone service 10/11/24 - 11/10/24	37.99	
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	INFORMATION TECHNOLOGY	phone service 10/11/24 - 11/10/24	37.99	

Check Date Chee	ck Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount V
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	PUBLIC WORKS STREETS	phone service 10/11/24 - 11/10/24	75.98
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	PARKS	phone service 10/11/24 - 11/10/24	113.97
11/1/2024	71603 VERIZON WIRELESS	GENERAL FUND	POLICE DEPARTMENT	phone service 10/11/24 - 11/10/24	341.91
11/1/2024	71604 WAYNE REED	GENERAL FUND	CITY MANAGER	Refund for parking at TML Conference	59.00
11/1/2024	71605 CITY OF SCHERTZ	WATER & SEWER FUND	WATER OPERATIONS	Water Svc for Cibolo Subdivision for September	2,055.90
11/1/2024	71606 CITY OF SCHERTZ	WATER & SEWER FUND	WATER OPERATIONS	Water Svc for Cibolo Crossing	3,475.68
11/4/2024	71612 SADOC RIVERA	GENERAL FUND	NO DEPARTMENT	Payroll Net Cash	613.56
11/8/2024	71613 ADP	GENERAL FUND	INFORMATION TECHNOLOGY	comprehensive services fy24	1,765.56
11/8/2024	71613 ADP	GENERAL FUND	INFORMATION TECHNOLOGY	comprehensive services fy24	4,830.79
11/8/2024	71614 ALL BATTERY CENTERS, INC	GENERAL FUND	FIRE DEPARTMENT	battery - Fire	277.20
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PARKS	iPhone case for Peter - Parks	36.90
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	POLICE DEPARTMENT	Credit on black in cartridge - PD	(106.12)
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	HUMAN RESOURCES	Office supplies - HR	123.00
11/8/2024					222.79
	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND GENERAL FUND		office supplies - Fire Microsoft 365 - IT	222.79
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC				
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	Scuba duffle bags - Fire	624.90
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	POLICE DEPARTMENT	foam boards - PD	50.79
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	Scuba knifes - Fire	136.80
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	INFORMATION TECHNOLOGY	Canon ink cartridge - IT	264.90
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	NON-DEPARTMENTAL	Business Prime Membership Renewal	499.00
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	POLICE DEPARTMENT	poster sign holder - PD	38.60
11/8/2024	71615 AMAZON CAPITAL SERVICES, INC	GENERAL FUND	POLICE DEPARTMENT	iPhone case - PD	11.99
11/8/2024	71616 CIBOLO GRANGE #1541	GENERAL FUND	PARKS	Aug 2024 Rent - Cibolo Seniors Program	1,200.00
11/8/2024	71616 CIBOLO GRANGE #1541	GENERAL FUND	PARKS	Feb. 2023 Rent - Cibolo Seniors Program	1,200.00
11/8/2024	71616 CIBOLO GRANGE #1541	GENERAL FUND	PARKS	Sept. 2024 Rent - Cibolo Seniors Program	1,200.00
11/8/2024	71616 CIBOLO GRANGE #1541	GENERAL FUND	PARKS	Aug. 2023 Rent - Cibolo Seniors Program	1,200.00
11/8/2024	71617 DAHILL OFFICE TECHNOLOGY CORP	GENERAL FUND	INFORMATION TECHNOLOGY	contract base rate for October	55.00
11/8/2024	71618 DISA GLOBAL SOLUTIONS INC	GENERAL FUND	HUMAN RESOURCES	New Hire Background Checks - HR	98.86
11/8/2024	71619 DSHS CENTRAL LAB MC2004	WATER & SEWER FUND	WATER OPERATIONS	September Labs - Utilities	878.00
11/8/2024	71620 E. PHILLIPS LEGAL, P.C.	GENERAL FUND	MUNICIPAL COURT	Municipal court judge services for Oct.	2,300.00
11/8/2024	71621 FACILITY SOLUTIONS GROUP, INC	GENERAL FUND	PARKS	replacement of light pole and fixture completion	2,667.50
11/8/2024		WATER & SEWER FUND	WATER OPERATIONS	LED Combo exit sign - Utilities	1,327.30
11/8/2024	71622 GOODYEAR AUTO SERVICE CENTER		POLICE DEPARTMENT	New Tires 2020 Ford Interceptor VIN1764	735.00
11/8/2024	71623 GT DISTRIBUTORS	GENERAL FUND	POLICE DEPARTMENT	Clothing / Hackney - PD	252.70
11/8/2024	71624 GUADALU CO CHILD WELFARE BOAR		MUNICIPAL COURT	Jury Svc Donations from Oct.30,2024	108.00
11/8/2024	71625 GULF COAST PAPER CO, INC	GENERAL FUND	NON-DEPARTMENTAL	janitorial supplies - City Annex	735.56
11/8/2024	71626 JAN WILKIEWICZ	POLICE EDUCATION FUNDS	POLICE DEPARTMENT	TCOLE Conference 2024 McAllen, TX	238.00
11/8/2024	71627 JORDAN FORD LTD	GENERAL FUND	PUBLIC WORKS STREETS	water pump asy - Streets	212.73
11/8/2024	71627 JORDAN FORD LTD	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Cover for Vehicles #303 o - PW	153.75
11/8/2024	71627 JORDAN FORD LTD	GENERAL FUND	PARKS	Cover for Vehicles #303 o - PW	153.75
11/8/2024	71628 JUSTFOIA, INC	GENERAL FUND	INFORMATION TECHNOLOGY	JustFOIA Subscription Renewal FY25	3,985.00
11/8/2024	71628 JUSTFOIA, INC	GENERAL FUND	INFORMATION TECHNOLOGY		520.00
				JustFOIA Subscription Renewal FY25	
11/8/2024	71629 KENNETH THOMES	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Reimbursement for Lowe's purchase	156.42 485.00
11/8/2024	71630 MICHAEL DUANE BROWN	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Reseal cylinders	
11/8/2024	71630 MICHAEL DUANE BROWN	GENERAL FUND	PUBLIC WORKS STREETS	Reseal cylinders	405.00
11/8/2024	71631 NAFECO, INC	GENERAL FUND		credit on Diamond Leather Boots - Fire	(365.00)
11/8/2024	71631 NAFECO, INC	GENERAL FUND	FIRE DEPARTMENT	diamond leather boots - Hollick/Fire	559.91
11/8/2024	71631 NAFECO, INC	GENERAL FUND	FIRE DEPARTMENT	diamond leather boots - Fire	374.90
11/8/2024	71631 NAFECO, INC	GENERAL FUND	FIRE DEPARTMENT	Kochek wrenches w/holder - Troncoso/Fire	559.69
11/8/2024	71632 NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	credit on cargo pants - ref#SO-287360	(209.98)
11/8/2024	71632 NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	clothing - PD	171.93
11/8/2024	71632 NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	Clothing - PD	268.47
11/8/2024	71633 NEW BRAUNFELS WELDERS SUPPLY		FIRE DEPARTMENT	26 med oxy rental - Fire	117.00
11/8/2024	71634 ODP BUSINESS SOLUTIONS, LLC	GENERAL FUND	POLICE DEPARTMENT	ink cartridge - PD	121.76
11/8/2024	71635 OFFICE OF THE ATTORNEY GENERA	GENERAL FUND	POLICE DEPARTMENT	Contact ID 15619179 Matthew Llanez	385.00
11/8/2024	71636 OREILLY AUTO PARTS	GENERAL FUND	PUBLIC WORKS STREETS	armor all wipes, glass cleaner - Streets	29.47
11/8/2024	71636 OREILLY AUTO PARTS	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	tri-ball - Drainage	99.99
11/8/2024	71636 OREILLY AUTO PARTS	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	laser plat - Utilities	110.96
			PARKS	battery w/core exchange - Parks	188.02
11/8/2024	71636 OREILLY AUTO PARTS	GENERAL FUND	FARNO	ballery w/core exchange - Farks	100.02
11/8/2024 11/8/2024	71636 OREILLY AUTO PARTS 71637 PMAM CORPORATION	GENERAL FUND	PARKS POLICE DEPARTMENT	PMAM subscription renewal - PD	516.19

	ck Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount \
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Uniform/Clothing - water	160.76
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	City Hall, Annex, PD mats	45.00
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	Uniform/Clothing - Parks	84.69
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	mats, mops, towel svc - PW	24.71
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	mats, mops, towel svc - PW	24.71
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	mats, mops, towel svc - PW	24.71
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	mats, mops, towels - pw	26.36
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Uniform/Clothing - Drainage	103.76
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	city hall, annex, pd mats	80.06
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	Uniform/Clothing - Parks	84.69
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	mats, mops, towels - PW	24.71
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	mats, mops, towels - PW	24.71
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	mats, mops, towels - PW	24.71
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	mats, mops, towels - pw	26.37
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Uniform/Clothing - Drainage	93.45
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	mats, mops, towel svc - PW	24.71
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Uniform/Clothing - Water	155.65
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	Uniform/Clothing - Streets	178.05
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	Uniform/Clothing - Streets	178.05
1/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Uniform/Clothing - water	142.15
11/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	mats, mops, towels - PW	24.71
1/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Uniform/Clothing - Drainage	93.45
1/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	city hall, annex, pd mats	45.00
1/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	Uniform/Clothing - Parks	90.47
1/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	mats, mops, towels - pw	26.36
1/8/2024	71638 PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	mats, mops, towels - pw	26.36
1/8/2024	71639 RDO EQUIPMENT CO	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	wear plates - Drainage	560.10
1/8/2024	71639 RDO EQUIPMENT CO	GENERAL FUND	PUBLIC WORKS STREETS	rear view mirror - Streets	219.70
1/8/2024	71639 RDO EQUIPMENT CO	GENERAL FUND	PUBLIC WORKS STREETS	filler cap - Streets	123.60
1/8/2024	71639 RDO EQUIPMENT CO	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	window - Drainage	395.71
1/8/2024	71640 REVIVAL ANIMAL HEALTH	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svc - ACO	343.96
1/8/2024	71641 RONALD C CARTER	POLICE EDUCATION FUNDS	POLICE DEPARTMENT	Training for AR 15/16 Rifle - PD	520.00
1/8/2024	71642 SAN ANTONIO POLICE	GENERAL FUND	POLICE DEPARTMENT	20 boxes (100rounds) of Federal 12ga buckshots	100.00
1/8/2024	71643 SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	embroidery - PD	68.00
1/8/2024	71644 SHRED-IT US JV LLC	GENERAL FUND	CITY SECRETARY	Standard Shredding Svcs	358.05
1/8/2024	71644 SHRED-IT US JV LLC	GENERAL FUND	POLICE DEPARTMENT	Standard Shredding Svcs	358.05
1/8/2024	71645 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	UDC Rewrite	325.01
1/8/2024	71645 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	Old Downtown Master Plan	295.43
1/8/2024	71645 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	Adopted Fees Ordinance 1469	121.92
1/8/2024	71646 SPECIALIZED PUBLIC FINANCE, IN	GENERAL FUND	FINANCE DEPARTMENT	Preparation & Filing of FYE 09/30/23	2,500.00
1/8/2024	71647 TEXDOOR, LLC	GENERAL FUND	FIRE DEPARTMENT	replaced one pair of duplex springs - Fire	2,168.00
1/8/2024	71648 THERMO FLUIDS, INC	GENERAL FUND	PUBLIC WORKS STREETS	Filter Drum and Disposal - PW	24.94
1/8/2024	71648 THERMO FLUIDS, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Filter Drum and Disposal - PW	24.94
1/8/2024	71648 THERMO FLUIDS, INC	GENERAL FUND	PARKS	Filter Drum and Disposal - PW	24.94
1/8/2024	71648 THERMO FLUIDS, INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Filter Drum and Disposal - PW	24.94
1/8/2024	71649 THINKGARD, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	DataGard Enterprise Local & Cloud	46,296.00
1/8/2024	71650 THOMAS A TOBIN	GENERAL FUND	FIRE DEPARTMENT	Oil Change VIN2881 - Fire	231.03
1/8/2024	71651 WESTERN READY MIX, LLC	GENERAL FUND	PUBLIC WORKS STREETS	limestone for sidewalk- Streets	1,440.00
1/8/2024	71651 WESTERN READ FMIX, LLC 71652 WILLIAMS SUPPLY COMPANY, LTD	WATER & SEWER FUND	WATER OPERATIONS	pvc, spears, adpt - Utilities	564.40
1/8/2024	71652 WILLIAMS SOFFET COMPANY, LTD 71653 WINZER FRANCHISE COMPANY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	flat washers, splits, blades - PW	345.84
1/8/2024	71653 WINZER FRANCHISE COMPANY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	flat washers, splits, blades - PW	345.83
1/8/2024	71653 WINZER FRANCHISE COMPANY	GENERAL FUND	PUBLIC WORKS STREETS	flat washers, splits, blades - PW	345.84
1/8/2024	71653 WINZER FRANCHISE COMPANY 71653 WINZER FRANCHISE COMPANY	GENERAL FUND	POBLIC WORKS STREETS	flat washers, splits, blades - PW	345.84
1/8/2024	71653 WINZER FRANCHISE COMPANY 71654 WORKERS ASSISTANCE PROGRAM I		HUMAN RESOURCES	CISD - HR	800.00
1/8/2024	71654 WORKERS ASSISTANCE PROGRAM I			Onsite Counseling - HR	750.00
1/8/2024	71655 XEROX FINANCIAL SERVICES	GENERAL FUND	INFORMATION TECHNOLOGY	Billing for October	118.53
/15/2024	71659 ADP, INC	GENERAL FUND		ADP worforce & comprehensive	6,768.95
/15/2024		GENERAL FUND		Phone Svcs Cibolo Acct#8310013198812	55,825.00
/15/2024	71661 AXON ENTERPRISE, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	Pro License Bundle Evidence.com - IT	1,193.40
/15/2024	71662 BETHELY-DAY, RICCI	WATER & SEWER FUND	NO DEPARTMENT PARKS	009_0000033_002 UB Refund coil charging, regulator - Parks	23.71
1/15/2024	71663 BILL'S TRACTOR SUPPLY	GENERAL FUND			

Check Date Chec	ck Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
11/15/2024	71663 BILL'S TRACTOR SUPPLY	GENERAL FUND	PARKS	deck belt, bolts - Parks	319.81	
11/15/2024	71663 BILL'S TRACTOR SUPPLY	GENERAL FUND	PARKS	cap, switch - Parks	78.06	
11/15/2024	71664 BRIDGESTONE AMERICAS, INC.	GENERAL FUND	POLICE DEPARTMENT	Firestone Tire Package - PD VIN9940	188.41	
11/15/2024	71665 BRYAN FOX	GENERAL FUND	FIRE DEPARTMENT	TX EMS Conference 2024 Fort Worth	224.00	
11/15/2024	71666 CENTERPOINT ENERGY	GENERAL FUND	FIRE DEPARTMENT	Gas Svc Acct#8649860-7	110.72	
11/15/2024	71666 CENTERPOINT ENERGY	GENERAL FUND	FIRE DEPARTMENT	Gas Svc Acct#11639787-8	160.62	
11/15/2024	71667 CLEARY ZIMMERMANN ENGINEERS	23 CERTIFICATES OF OBLIGATION	NON-DEPARTMENTAL	Addtnl Svc City Hall HVAC Dec.'23	12,000.00	
11/15/2024	71667 CLEARY ZIMMERMANN ENGINEERS			Addtnl Svc City Hall HVAC Dec.'23	800.00	
11/15/2024	71668 CMC STEEL FABRICATORS, INC	GENERAL FUND	PUBLIC WORKS STREETS	driver gloves - Streets	199.12	
11/15/2024	71669 COLLIERS ENGINEERING & DESIGN		PARKS	Cibolo Town Creek Walking Trails	70.00	
11/15/2024	71669 COLLIERS ENGINEERING & DESIGN	GRANT FUND	NON-DEPARTMENTAL	Animal Care Svcs Schematic Design	167.50	
11/15/2024	71670 COLLINS, JAMIAH L	WATER & SEWER FUND	NO DEPARTMENT	019 0008616 001 UB Refund	13.66	
11/15/2024	71671 COLTON, HEIDI	WATER & SEWER FUND	NO DEPARTMENT	006 0004051 003 UB Refund	58.96	
11/15/2024	71672 COSTAR REALTY INFORMATION INC.		ECONOMIC DEVELOPMENT	CoStar Suite Svcs in July 2024	445.50	
11/15/2024	71672 COSTAR REALTY INFORMATION INC.		ECONOMIC DEVELOPMENT	CoStar Suite Svcs in April 2024	445.50	
11/15/2024	71672 COSTAR REALTY INFORMATION INC. 71672 COSTAR REALTY INFORMATION INC.		ECONOMIC DEVELOPMENT	CoStar Suite Svcs in April 2024 CoStar Suite Svcs in June 2024	445.50	
					445.50	
11/15/2024	71672 COSTAR REALTY INFORMATION INC.			CoStar Suite Svcs in May 2024		
11/15/2024	71673 CRAFCO, INC.	GENERAL FUND	PUBLIC WORKS STREETS	Polyflex type 3 - Streets	2,745.00	
11/15/2024	71674 DAVALOS, JOE	WATER & SEWER FUND	NO DEPARTMENT	009_0006025_006 UB Refund	90.46	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	PLANNING	Monthly Lease for November	886.66	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	ANIMAL SERVICES	Monthly Lease for November	3,440.77	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Monthly Lease for November	3,635.57	
11/15/2024	71675 ENTERPRISE FM TRUST	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Monthly Lease for November	3,677.69	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	POLICE DEPARTMENT	Monthly Lease for November	33,627.33	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	NON-DEPARTMENTAL	Monthly Lease for November	466.58	
11/15/2024	71675 ENTERPRISE FM TRUST	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Monthly Lease for November	2,519.68	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	ECONOMIC DEVELOPMENT	Monthly Lease for November	518.01	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	FIRE DEPARTMENT	Monthly Lease for November	3,265.31	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	PARKS	Monthly Lease for November	3,627.41	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	POLICE DEPARTMENT	Monthly Lease for November	3,226.17	
11/15/2024	71675 ENTERPRISE FM TRUST	GENERAL FUND	PUBLIC WORKS STREETS	Monthly Lease for November	3,875.22	
11/15/2024	71676 ESP ASSOCIATES INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	WO#1 MS4 Annual Reporting	1,546.82	
11/15/2024	71676 ESP ASSOCIATES INC	WATER IMPACT FEES	NO DEPARTMENT	Cibolo WO#2 Water Main Extension	11,613.30	
11/15/2024	71677 FERGUSON WATERWORKS #1106	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Annual Rye Grass - Drainage	1.000.00	
11/15/2024	71677 FERGUSON WATERWORKS #1106	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	fertilizer bags - Drainage	60.00	
11/15/2024	71678 GANNON, STEPHANIE	WATER & SEWER FUND	NO DEPARTMENT	009 0003408 004 UB Refund	43.35	
11/15/2024	71679 GTS TECHNOLOGY SOLUTIONS INC		NO DEPARTMENT	Notebook ThinkPad - Code 001	6,980.02	
11/15/2024	71679 GTS TECHNOLOGY SOLUTIONS INC		NO DEPARTMENT	PC replacement for 900448 Jed Rhodes	17,068.98	
11/15/2024	71680 H&H DIESEL SERVICES	GENERAL FUND	FIRE DEPARTMENT	Emergency Repair E20	29.044.85	
11/15/2024	71680 H&H DIESEL SERVICES	GENERAL FUND	FIRE DEPARTMENT	Emergency Repair E20	265.88	
11/15/2024	71681 HERIBERTO MADRIGAL	GENERAL FUND	FIRE DEPARTMENT	TX EMS Conference 2024 in Fort Worth	205.88	
				TCOLE		
11/15/2024	71682 HYDE KELLEY, LLP	GENERAL FUND	CITY SECRETARY		7,233.76	
11/15/2024	71682 HYDE KELLEY, LLP	GENERAL FUND	CITY SECRETARY	Pre-Litigation Property Acquis. for Tolle Rd	313.12	
11/15/2024	71682 HYDE KELLEY, LLP	GENERAL FUND		Legal Svcs Cibolo Turnpike vs Cibolo	12,843.86	
11/15/2024	71682 HYDE KELLEY, LLP	GENERAL FUND		Pre-Litigation Property Acquis. for Tolle Rd	510.88	
11/15/2024	71682 HYDE KELLEY, LLP	GENERAL FUND		Zunker v. City of Cibolo	1,474.72	
11/15/2024	71683 INES VERONICA SANCHEZ	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	refund drinks for PWD recruitment luncheon	24.00	
11/15/2024	71684 JAMES PERRY WHETSTONE	GENERAL FUND	CITY SECRETARY	November Portable Billboards	400.00	
11/15/2024	71685 JARED STRAIGHT	GENERAL FUND	FIRE DEPARTMENT	TX EMS Conference 2024 in Fort Worth	224.00	
11/15/2024	71686 K-W CONSTRUCTION, INC	23 CERTIFICATES OF OBLIGATION		Cibolo City Hall & HVAC Renovations	9,900.69	
11/15/2024	71686 K-W CONSTRUCTION, INC	23 CERTIFICATES OF OBLIGATION		Cibolo City Hall & HVAC Renovations	27,675.88	
11/15/2024	71686 K-W CONSTRUCTION, INC	23 CERTIFICATES OF OBLIGATION		Cibolo City Hall & HVAC Renovations	18,985.78	
11/15/2024	71687 KENKEL, BENJAMIN CREED	WATER & SEWER FUND	NO DEPARTMENT	009_0002136_008 UB Refund	116.11	
11/15/2024	71688 KIMLEY-HORN AND ASSOCIATES, INC			CEDC Economic Dev IH10	924.50	
11/15/2024	71689 KRONOS SAASHR, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	UKG Ready Equipment Rental Fee	132.66	
11/15/2024	71689 KRONOS SAASHR, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	UKG Ready Usage Overage Fee	1.80	
11/15/2024	71689 KRONOS SAASHR, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	UKG Ready Usage Overage Fee	1.80	
11/15/2024	71689 KRONOS SAASHR, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	UKG Ready Usage Overage Fee	1.80	
	71689 KRONOS SAASHR, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	UKG Ready Usage Overage Fee	1.80	
11/15/2024						
11/15/2024	71689 KRONOS SAASHR, INC.	GENERAL FUND	INFORMATION TECHNOLOGY	UKG Ready Usage Overage Fee	1.80	

Check Date Che	ck Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void
11/15/2024	71690 LOVE, KIMBERLY	WATER & SEWER FUND	NO DEPARTMENT	031 0000238 001 UB Refund	59.43	
11/15/2024	71691 MARIO TRONCOSO	GENERAL FUND	FIRE DEPARTMENT	TX EMS Conference 2024 in Fort Worth	224.00	
11/15/2024	71692 MCH SFR PROPERTY OWNER 3 LLC	WATER & SEWER FUND	NO DEPARTMENT	012 0000316 006 UB Refund	47.30	
11/15/2024	71693 MONDO GARDENS, INC.	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	bermuda pallet - Drainage	220.00	
11/15/2024	71694 MWI ANIMAL HEALTH	GENERAL FUND	ANIMAL SERVICES	Rescue brand cleaning products - ACO	372.16	
11/15/2024	71695 NATIONAL BENEFIT SERVICES LLC	GENERAL FUND	HUMAN RESOURCES	FSA Plan Adm Fees for October	140.00	
11/15/2024	71696 NEW BRAUNFELS WELDERS SUPPL	Y GENERAL FUND	FIRE DEPARTMENT	Med Oxy 26 cylinder rentals in May	117.00	
11/15/2024	71697 OROZCO, ANNETTE	WATER & SEWER FUND	NO DEPARTMENT	010_0002785_004 UB Refund	38.18	
11/15/2024	71698 PITNEY BOWES GLOBAL FINANCIAL	GENERAL FUND	NON-DEPARTMENTAL	Billing Period 9/30 - 12/29 Postage Rental	719.61	
11/15/2024	71699 PITNEY BOWES GLOBAL FINANCIAL	GENERAL FUND	NON-DEPARTMENTAL	Postage Red Ink Cartridge - City Hall	123.19	
11/15/2024	71700 RABA KISTNER INC.	2013 GO BONDS - TOWN CREEK D	DE NO DEPARTMENT	Construction Materials Engineering & Testing	790.06	
11/15/2024	71700 RABA KISTNER INC.	2013 GO BONDS - TOWN CREEK D	DENO DEPARTMENT	Construction Materials Engineering & Testing	430.87	
11/15/2024	71700 RABA KISTNER INC.	2013 GO BONDS - TOWN CREEK D	DENO DEPARTMENT	Construction Materials Engineering & Testing	1,126.88	
1/15/2024	71701 RE/MAX CORRIDOR	WATER & SEWER FUND	NO DEPARTMENT	009_0005064_005 UB Refund	101.13	
1/15/2024	71702 ROGER FISHER MGMT C/O ROGER F	IWATER & SEWER FUND	NO DEPARTMENT	009_0011230_004 UB Refund	26.12	
1/15/2024	71703 SAFELITE FULFILLMENT INC	GENERAL FUND	POLICE DEPARTMENT	2024 Ford Escape door window replacement	828.25	
1/15/2024	71704 SFR JV-1 2019-1 BORROWER LLC	WATER & SEWER FUND	NO DEPARTMENT	011_0001215_007 UB Refund	41.40	
1/15/2024	71705 SLICHTER, SAMUEL	WATER & SEWER FUND	NO DEPARTMENT	009_0007600_010 UB Refund	18.48	
1/15/2024	71706 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	ad size 6x12.0	1,457.28	
1/15/2024	71706 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	manufactured home residential use	122.29	
1/15/2024	71706 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	request to change zoning from office	126.23	
1/15/2024	71706 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	Lift Station Decommission	269.14	
1/15/2024	71706 SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	published date 10/06/24 ad size 5x6.5	680.51	
1/15/2024	71707 STEINBRECHER, CORY	WATER & SEWER FUND	NO DEPARTMENT	014_0004220_002 UB Refund	101.13	
1/15/2024	71708 TANGENT	GENERAL FUND	INFORMATION TECHNOLOGY	DC Cloud vm V3 - 1 year / IT	5,200.00	
1/15/2024	71709 TAVENNER, MEGAN E	WATER & SEWER FUND	NO DEPARTMENT	013_0000225_003 UB Refund	33.84	
1/15/2024	71710 TELLUS EQUIPMENT SOLUTIONS LL	CDRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Credit on invoice P06181 - Drainage	(96.18)	
1/15/2024	71710 TELLUS EQUIPMENT SOLUTIONS LL	CDRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Tractor - Drainage	2,945.83	
1/15/2024	71711 TEXAS STERLING	2013 GO BONDS - TOWN CREEK D	DENO DEPARTMENT	Town Creek Drainage Project Phase II	166,709.76	
1/15/2024	71711 TEXAS STERLING	2011 GO BDS-TOWN CREEK REG		Town Creek Drainage Project Phase II	-	
1/15/2024	71711 TEXAS STERLING	2013 GO BONDS - TOWN CREEK D	DENO DEPARTMENT	Town Creek Drainage Project Phase II	43,479.12	
1/15/2024	71711 TEXAS STERLING	2011 GO BDS-TOWN CREEK REG		Town Creek Drainage Project Phase II	-	
1/15/2024	71711 TEXAS STERLING	2011 GO BDS-TOWN CREEK REG	D NO DEPARTMENT	Town Creek Drainage Project Phase II	-	
1/15/2024	71711 TEXAS STERLING	2013 GO BONDS - TOWN CREEK D	DENO DEPARTMENT	Town Creek Drainage Project Phase II	113,907.85	
1/15/2024	71712 THERMO FLUIDS, INC	GENERAL FUND	PUBLIC WORKS STREETS	Drum & Filter Disposals - PW	26.53	
1/15/2024	71712 THERMO FLUIDS, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Drum & Filter Disposals - PW	26.53	
1/15/2024	71712 THERMO FLUIDS, INC	GENERAL FUND	PARKS	Drum & Filter Disposals - PW	26.53	
1/15/2024	71712 THERMO FLUIDS, INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Drum & Filter Disposals - PW	26.53	
1/15/2024	71713 TOUSSAINT, MICHAEL	WATER & SEWER FUND	NO DEPARTMENT	016_0001200_003 UB Refund	61.08	
1/15/2024	71714 TRAFFIC GRAFFICS	GENERAL FUND	PUBLIC WORKS STREETS	City of Cibolo w/svc decals - Streets	82.80	
1/15/2024	71715 UMB BANK N.A.	WATER & SEWER FUND	NON-DEPARTMENTAL	Admin Fees Cibolo USRR 2021	400.00	
1/22/2024	71716 BSR LEATHER CO, LLC	GENERAL FUND	PUBLIC WORKS STREETS	snapback hat	466.50	
1/22/2024	71716 BSR LEATHER CO, LLC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	snapback hat	466.50	
1/22/2024	71716 BSR LEATHER CO, LLC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	snapback hat	466.50	
1/22/2024	71716 BSR LEATHER CO, LLC	GENERAL FUND	PARKS	snapback hat	466.50	
1/22/2024	71717 CCMA	Development Services Fund	NO DEPARTMENT	CCMA Fees for October	29,200.00	
1/22/2024	71718 CENTERPOINT ENERGY	GENERAL FUND	POLICE DEPARTMENT	Gas Svc Acct#8649867-2	92.01	
1/22/2024	71718 CENTERPOINT ENERGY	GENERAL FUND	FIRE DEPARTMENT	Gas Svc Acct#10766336-1	104.48	
1/22/2024	71719 GREGORY CROUCH	GENERAL FUND	CODE ENFORCEMENT	#10 municipal court envelopes	-	
1/22/2024	71719 GREGORY CROUCH	GENERAL FUND	FINANCE DEPARTMENT	#10 municipal court envelopes	-	
1/22/2024	71719 GREGORY CROUCH	Development Services Fund	PLANNING	#10 municipal court envelopes	-	
1/22/2024	71719 GREGORY CROUCH	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	#10 municipal court envelopes	-	
			OFNEDAL LITUTES OPEDATIONS	#40 mountained accent annuales as	_	
	71719 GREGORY CROUCH	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	#10 municipal court envelopes	-	
1/22/2024 1/22/2024	71719 GREGORY CROUCH 71719 GREGORY CROUCH	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	#10 municipal court envelopes #10 municipal court envelopes	-	

Check Date Che	eck Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount Void?
11/22/2024	71719 GREGORY CROUCH	WATER & SEWER FUND	UTILITIES ADMINISTRATION	#10 municipal court envelopes	-
11/22/2024	71719 GREGORY CROUCH	GENERAL FUND	PARKS	#10 municipal court envelopes	-
11/22/2024	71719 GREGORY CROUCH	GENERAL FUND	MUNICIPAL COURT	#10 municipal court envelopes	214.00
11/22/2024	71719 GREGORY CROUCH	GENERAL FUND	CITY MANAGER	#10 municipal court envelopes	-
11/22/2024	71719 GREGORY CROUCH	GENERAL FUND	POLICE DEPARTMENT	#10 municipal court envelopes	-
11/22/2024	71720 GREGORY CROUCH	GENERAL FUND	MUNICIPAL COURT	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	GENERAL FUND	CITY MANAGER	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	GENERAL FUND	POLICE DEPARTMENT	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	GENERAL FUND	PUBLIC WORKS STREETS	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	GENERAL FUND	PARKS	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	WATER & SEWER FUND	UTILITIES ADMINISTRATION	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	GENERAL FUND	FINANCE DEPARTMENT	#10 regular and window envelopes - Finance	326.00
11/22/2024	71720 GREGORY CROUCH	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	Development Services Fund	PLANNING	#10 regular and window envelopes - Finance	-
11/22/2024	71720 GREGORY CROUCH	GENERAL FUND	CODE ENFORCEMENT	#10 regular and window envelopes - Finance #10 regular and window envelopes - Finance	-
11/22/2024	71721 GUADALUPE APPRAISAL DISTR		NON-DEPARTMENTAL	1st guarter alloc	61.673.56
11/22/2024	71722 HAJOCA CORPORATION	GENERAL FUND	PARKS	flush valve	234.24
11/22/2024	71722 HAJOCA CORPORATION		PARKS	flush valve	351.36
11/22/2024	71723 MORTON MORROW INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	02-SCBA flow test	195.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NO DEPARTMENT	Liability Charges - City of Cibolo	4,700.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NO DEPARTMENT	Liability Charges - City of Cibolo	274,872.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NO DEPARTMENT	Liability Charges - City of Cibolo	835.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NON-DEPARTMENTAL	Liability Charges - City of Cibolo	1,000.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		UTILITIES ADMINISTRATION	Liability Charges - City of Cibolo	487.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NO DEPARTMENT	Liability Charges - City of Cibolo	56,728.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NO DEPARTMENT	Liability Charges - City of Cibolo	15,762.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NO DEPARTMENT	Liability Charges - City of Cibolo	15,195.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS		NO DEPARTMENT	Liability Charges - City of Cibolo	156,062.00
11/22/2024		SKPO(ECONOMIC DEVELOPMENT FUND		Liability Charges - City of Cibolo	5,200.00
11/22/2024	71724 TML INTERGOVERNMENTAL RIS	SKPO(GENERAL FUND	NO DEPARTMENT	Liability Charges - City of Cibolo	12,378.00
11/22/2024	71725 YVONNE SIFUENTES	POLICE EDUCATION FUNDS	POLICE DEPARTMENT	Sgt Fore training	100.00
11/22/2024	71725 YVONNE SIFUENTES	POLICE EDUCATION FUNDS	POLICE DEPARTMENT	Ofc Spilman	100.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Peggy Cimics	189.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Peggy Cimics	189.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	MUNICIPAL COURT	Citibank CC Charges for Peggy Cimics	250.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Wayne Reed	23.08
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Wayne Reed	299.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Wayne Reed	444.60
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Peggy Cimics	100.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Wayne Reed	28.66
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Valerie Chapman	500.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Wayne Reed	1,295.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Valerie Chapman	410.68
11/22/2024	71731 CITI CARDS	GENERAL FUND	MUNICIPAL COURT	Citibank CC Charges for Peggy Cimics	100.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	MUNICIPAL COURT	Citibank CC Charges for Peggy Cimics	127.86
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Peggy Cimics	360.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	FIRE DEPARTMENT	Citibank CC Charges for Mario Troncoso	55.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	FIRE DEPARTMENT	Citibank CC Charges for Mario Troncoso	80.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	MUNICIPAL COURT	Citibank CC Charges for Peggy Cimics	150.00
11/22/2024	71731 CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Peggy Cimics	127.86
11/22/2024	71732 CITIBANK	GENERAL FUND	NO DEPARTMENT	OCTOBER PCARD STATEMENT 11/3/2024	16,230.11
11/22/2024	71732 CITIBANK 71732 CITIBANK	WATER & SEWER FUND	NO DEPARTMENT NO DEPARTMENT	OCTOBER PCARD STATEMENT 11/3/2024	370.00
11/22/2024	71732 CITIBANK 71732 CITIBANK	SPECIAL EVENTS	NO DEPARTMENT NO DEPARTMENT	OCTOBER PCARD STATEMENT 11/3/2024 OCTOBER PCARD STATEMENT 11/3/2024	2,788.57
11/22/2024	71732 CITIBANK 71732 CITIBANK	DRAINAGE UTILITY DISTRICT	NO DEPARTMENT	OCTOBER PCARD STATEMENT 11/3/2024 OCTOBER PCARD STATEMENT 11/3/2024	2,788.57
11/22/2024	71732 CITIBANK 71732 CITIBANK	POLICE EDUCATION FUNDS	NO DEPARTMENT NO DEPARTMENT	OCTOBER PCARD STATEMENT 11/3/2024	1.110.05
			-		,
11/22/2024	71732 CITIBANK 71733 GREEN VALLEY SPECIAL UTILIT	Development Services Fund TY GENERAL FUND	NO DEPARTMENT PARKS	OCTOBER PCARD STATEMENT 11/3/2024 Water Consumption for September	1,464.20 86.03
			FARNO	water Consumption for September	86.03
11/22/2024 11/22/2024	71733 GREEN VALLET SPECIAL UTILIT 71733 GREEN VALLET SPECIAL UTILIT		FIRE DEPARTMENT	Water Consumption for September	169.01

Check Date Che	ck Number Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount Void?
11/22/2024	71733 GREEN VALLEY SPECIAL UTILITY	GENERAL FUND	FIRE DEPARTMENT	Water Consumption for September	372.97
11/22/2024	71733 GREEN VALLEY SPECIAL UTILITY	GENERAL FUND	PARKS	Water Consumption for September	33.80
11/24/2024	68666 RESERVE ACCOUNT	GENERAL FUND	NO DEPARTMENT	Postage funds scheduled for pay credit	1,500.00
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PUBLIC WORKS STREETS	October Electric Svcs	215.79
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	October Electric Svcs	516.22
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	WATER & SEWER FUND	WASTEWATER OPERATIONS	October Electric Svcs	873.31
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	WATER & SEWER FUND	WATER OPERATIONS	October Electric Svcs	5,707.54
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PUBLIC WORKS STREETS	October Electric Svcs	155.49
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	October Electric Svcs	31.00
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	October Electric Svcs	270.60
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	October Electric Svcs	201.00
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	FIRE DEPARTMENT	October Electric Svcs	2,744.28
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	October Electric Svcs	1,191.00
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	October Electric Svcs	34.00
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	October Electric Svcs	576.54
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	October Electric Svcs	567.95
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	POLICE DEPARTMENT	October Electric Svcs	3,967.00
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	ANIMAL SERVICES	October Electric Svcs	244.60
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	October Electric Svcs	244.60
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	NON-DEPARTMENTAL	October Electric Svcs	3,077.32
11/30/2024	71865 GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PUBLIC WORKS STREETS	October Electric Svcs	296.35
11/30/2024	72119 CITIBANK	GENERAL FUND	MUNICIPAL COURT	Nov 24 transactions	19.90
11/30/2024	72119 CITIBANK	GENERAL FUND	HUMAN RESOURCES	Nov 24 transactions	299.40
11/30/2024	72119 CITIBANK	GENERAL FUND	ANIMAL SERVICES	Nov 24 transactions	170.00
11/30/2024	72119 CITIBANK	GENERAL FUND	ANIMAL SERVICES	Nov 24 transactions	212.50
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	NON-DEPARTMENTAL	Water Svcs for October	1,406.30
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	157.50
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	POLICE DEPARTMENT	Water Svcs for October	476.41
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	221.60
11/30/2024	72120 CITY OF CIBOLO WATER BILL	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Water Svcs for October	654.17
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PUBLIC WORKS STREETS	Water Svcs for October	729.92
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	889.21
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	1,408.12
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	85.87
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	19.75
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	ANIMAL SERVICES	Water Svcs for October	371.95
11/30/2024	72120 CITY OF CIBOLO WATER BILL	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Water Svcs for October	654.17
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	654.17
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	(2,419.86)
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	FIRE DEPARTMENT	Water Svcs for October	1,266.68
11/30/2024	72120 CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for October	3,575.63
11/30/2024	72121 COMPTROLLER OF PUBLIC ACCTS	WATER & SEWER FUND	NO DEPARTMENT	october sales and use tax	25,816.03
11/30/2024	72127 FUELMAN	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Fuel Svcs for Oct - City of Cibolo	148.28
11/30/2024	72127 FUELMAN	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Fuel Svcs for Oct - City of Cibolo	2,700.63
11/30/2024	72127 FUELMAN	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Fuel Svcs for Oct - City of Cibolo	1,956.10
11/30/2024	72127 FUELMAN	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Fuel Svcs for Oct - City of Cibolo	51.69
11/30/2024	72127 FUELMAN	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Fuel Svcs for Oct - City of Cibolo	411.84
11/30/2024	72127 FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	590.43
11/30/2024	72127 FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	707.87
11/30/2024	72127 FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	249.18
11/30/2024	72127 FUELMAN	GENERAL FUND	CODE ENFORCEMENT	Fuel Svcs for Oct - City of Cibolo	309.21
11/30/2024	72127 FUELMAN	GENERAL FUND	FIRE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	108.99
11/30/2024	72127 FUELMAN	GENERAL FUND	PUBLIC WORKS STREETS	Fuel Svcs for Oct - City of Cibolo	2,723.37
11/30/2024	72127 FUELMAN	GENERAL FUND	PARKS	Fuel Svcs for Oct - City of Cibolo	1,576.51
11/30/2024	72127 FUELMAN	GENERAL FUND	PUBLIC WORKS STREETS	Fuel Svcs for Oct - City of Cibolo	147.02
11/30/2024	72127 FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	421.34
11/30/2024	72127 FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	5,425.34
11/30/2024	72127 FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	366.87
11/30/2024	72127 FUELMAN	GENERAL FUND	ANIMAL SERVICES	Fuel Svcs for Oct - City of Cibolo	241.84
11/30/2024	72127 FUELMAN	GENERAL FUND	FIRE DEPARTMENT	Fuel Svcs for Oct - City of Cibolo	3,167.54

Check Date		or Name	Detail Fund Description	Detail Department Description	Special Information		Amount	Void?
11/30/2024	72127 FUELMAN		GENERAL FUND	NON-DEPARTMENTAL	Fuel Svcs for Oct - City of Cibolo		62.59	
11/30/2024	72511 HEALTH CARE SER	RVICE CORP	GENERAL FUND	NO DEPARTMENT	Employee Medical coverage		118,236.35	
						Total	1,927,744.74	
November								
11/01/2024	Net Payroll		GENERAL FUND			539,241.49	413,716.75	
11/01/2024	Net Payroll		WATER & SEWER FUND				58,404.61	
11/01/2024	Net Payroll		DRAINAGE UTILITY DISTRICT				29,636.76	
11/01/2024	Net Payroll		DEVELOPMENT SERVICES FUND				37,483.37	
11/01/2024	Taxes IRS/TWC						136,039.94	
11/01/2024	Deductions CHILD SUPPORT, G	GARNISHMENTS					1,456.62	
11/08/2024	Net Payroll		GENERAL FUND			98,896.50	73,568.41	
1/08/2024	Net Payroll		WATER & SEWER FUND				15,920.53	
1/08/2024	Net Payroll		DRAINAGE UTILITY DISTRICT				8,828.64	
1/08/2024	Net Payroll		DEVELOPMENT SERVICES FUND				578.92	
11/08/2024	Taxes IRS/TWC						35,103.42	
11/08/2024	Deductions CHILD SUPPORT, G	GARNISHMENTS					-	
11/15/2024	Net Payroll		GENERAL FUND			476,241.75	373,207.62	
1/15/2024	Net Payroll		WATER & SEWER FUND				58,934.17	
1/15/2024	Net Payroll		DRAINAGE UTILITY DISTRICT				29,193.03	
1/15/2024	Net Payroll		DEVELOPMENT SERVICES FUND				14,906.93	
1/15/2024	Taxes IRS/TWC						116,134.71	
11/15/2024	Deductions CHILD SUPPORT, G	GARNISHMENTS					1,456.62	
11/29/2024	Net Payroll		GENERAL FUND			500,926.63	412,179.92	
11/29/2024	Net Payroll		WATER & SEWER FUND				51,205.08	
11/29/2024	Net Payroll		DRAINAGE UTILITY DISTRICT				22,933.34	
11/29/2024	Net Payroll		DEVELOPMENT SERVICES FUND				14,608.29	
11/29/2024	Taxes IRS/TWC						121,985.42	
11/29/2024						Total	2,027,483.10	
							3,955,227.84	Т

C. Approval of the Replat of the Noble Group subdivision.

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8C.
From	
Eron Spencer, Assistant Planning Director	
Staff	Contact(s)
Eron Spencer,	

PLANNING & ZONING COMMISSION ACTION: Recommendation for approval by a 7-0 vote

PROPERTY INFORMATION:

Project Name:	PC-25-04-RP
Owners:	City of Cibolo, and Noble Group Realty, LLC
Representative:	Sydney Ellis, Westwood Professional Services
Area:	1.14 acres
Location:	Intersection of Main Street and Loop 539 West
Council Place:	2
Zoning (<u>map</u>):	Community Retail/Services (C-2), Old Town Mixed Use Overlay
Proposed Use:	3 commercial lots
Utility Providers:	Sewer/Water - City of Cibolo; Electricity - Guadalupe Valley Electric Coop

FINDINGS/CURRENT ACTIVITY:

Per Unified Development Code (UDC) Article 20.3.14, 'Replat', a property owner who proposes to re-subdivide any portion of an already approved and filed final plat must submit a replat, which is similar to the final plat process. The plat shall also bear a detailed "Purpose for Re-plat" statement which describes exactly what has been changed since the previously approved plat.

On July 23, 2024, City Council approved the purchase of the Noble Group Event Center, located at 203 South Main Street. This Replat involves a 1.14-acre commercial lot that currently contains three commercial structures, including the event center. The property was previously platted as Lot 3, Block 1 of the Noble Group Subdivision.

The purpose of this Replat is to subdivide the property into three separate lots – one (Lot 4R) for the City's ownership of the event center and the other two (Lot 3R & Lot 5R) that will remain under private ownership.

STREETS/FUTURE THOROUGHFARE PLAN (FTPX):

A total of 10 feet (0.15 acres) of right-of-way (ROW) along Loop 539 West and 5 feet (0.27 acres) along South Main Street were dedicated under the Final Plat approved in October 2014. No additional ROW dedication is required for this Replat.

UTILITIES:

The property is currently served by the City of Cibolo for water and sanitary sewer, while electricity is provided by GVEC.

DRAINAGE:

Drainage was reviewed and approved in October 2014 during review of the Final Plat. As the existing conditions of the property will remain unchanged, no additional drainage improvements are necessary for this Replat.

PARKLAND:

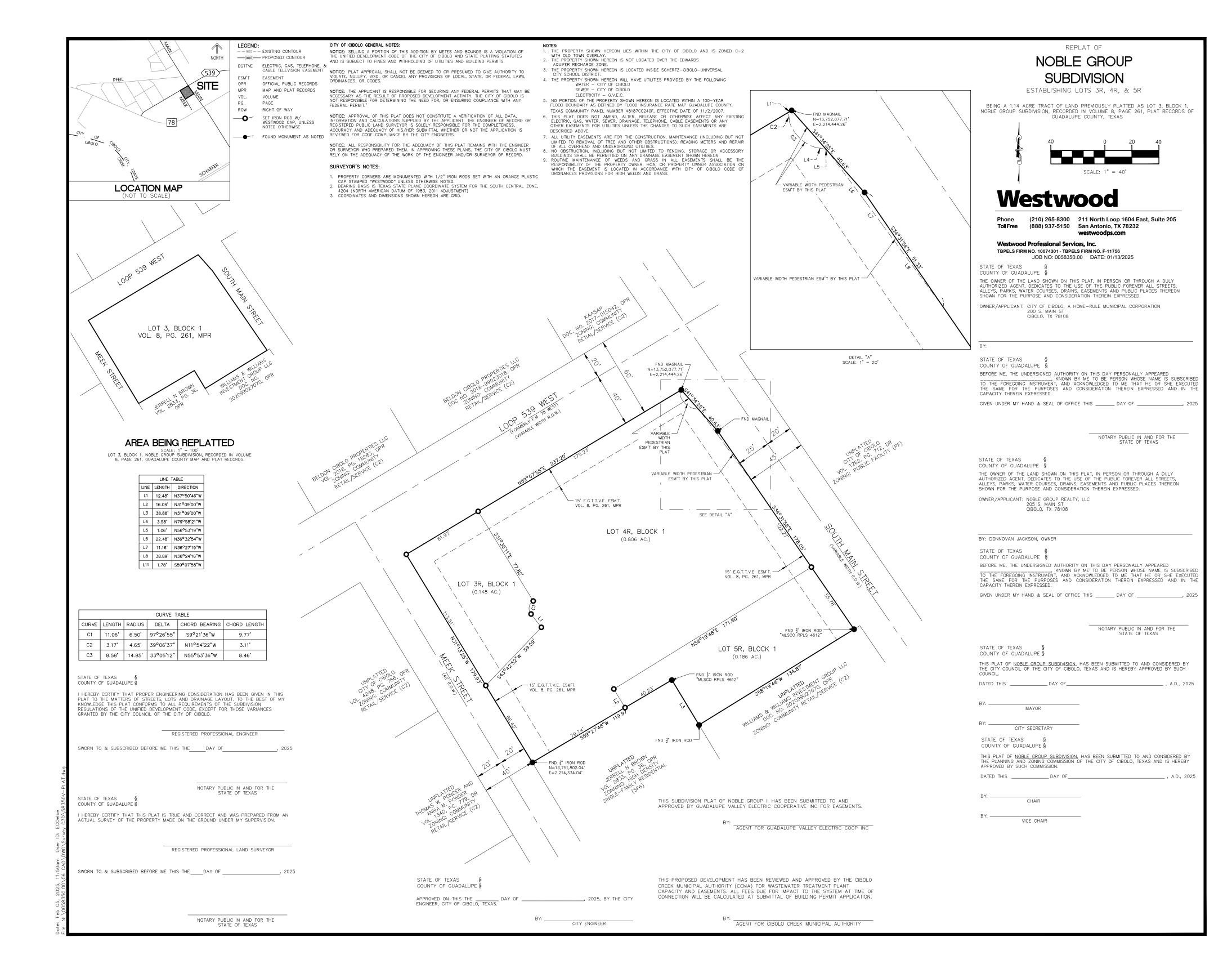
Since the property is designated for non-residential use, parkland dedication is not required.

STAFF RECOMMENDATION:

Staff and the City Engineer reviewed the Replat and its associated documents. All comments have been addressed in accordance with the subdivision regulations outlined in the City's UDC and Section 212 of the Texas Local Government Code. Therefore, Staff recommends APPROVAL of this Replat.

Attachments

<u>Replat.pdf</u> <u>City Engineer Letter.pdf</u>





February 6, 2025

City of Cibolo Attn: Eron Spencer 200 S. Main Street Cibolo, Texas 78108 On behalf of the:



Re: Replat Review Noble Group Subdivision (PC-25-04)

Mr. Spencer,

Colliers Engineering & Design has completed its review of the referenced project. We find that the development is in conformance with the City of Cibolo Unified Development Code and flood ordinances. We have no further comments.

Our review of the project does not relieve or release the Engineer of Record or Surveyor of Record from complying with any and all the requirements of the local, state, and federal rules and regulations or guidelines impacting this project. If you require additional information, please contact our office.

Sincerely,

Andy Carruth, P.E. Plan Reviewer for the City of Cibolo



B. Fire Department

Meeting	Agenda Group					
Tuesday, February 25, 2025, 6:30 PM	Staff Update Item: 9B.					
From						
Mario Troncoso, Fire Chief						
Staff Contact(s)						
Mario Troncoso,						

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

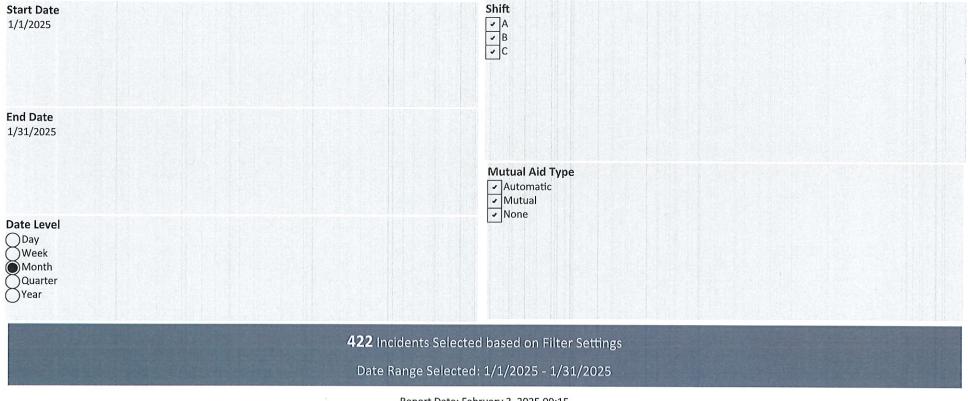
N/A

Attachments

January 2025.pdf



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



Report Date: February 3, 2025 09:15

Filters

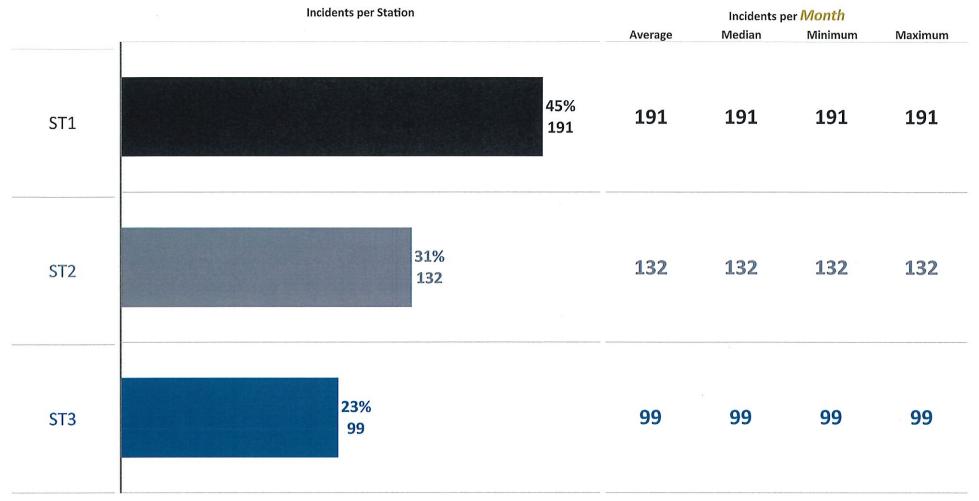


Station Volume

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Cibolo Fire Department





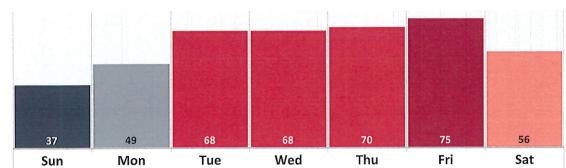
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Cibolo Fire Department

High



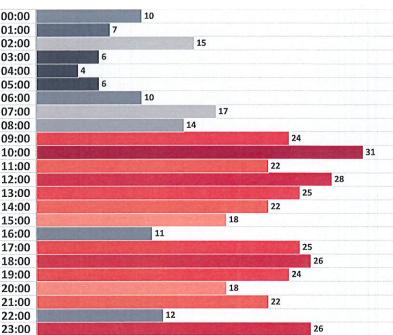
Department Incidents by Day & Hour



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1		1	2	1	1		03
			1	2		1	04
			3	a series of the series of the	1	2	05
	4		1		5		06
1	1	2	3	2	6	2	07
	1	3	4	3	1	2	08
3	4	4	1	2	4	6	09
4	3	8	5	8	1	2	10
	1	1	4	4	8	4	11
7	6	3	4	4	2	2	12
2	2	8	3	4	2	4	13
2	2	4	3	6	5		14
2	3	2	2	2	6	1	15
	2		2	2	3	2	16
1	4	5	6	5	2	2	17
	2	4	3	7	6	4	18
1	6	2	5	4	2	4	19
		7	3	3	1	4	20
4	2	1	2	3	6	4	21
1	1	2	3		4	1	22
2	2	4	5	4	7	2	23
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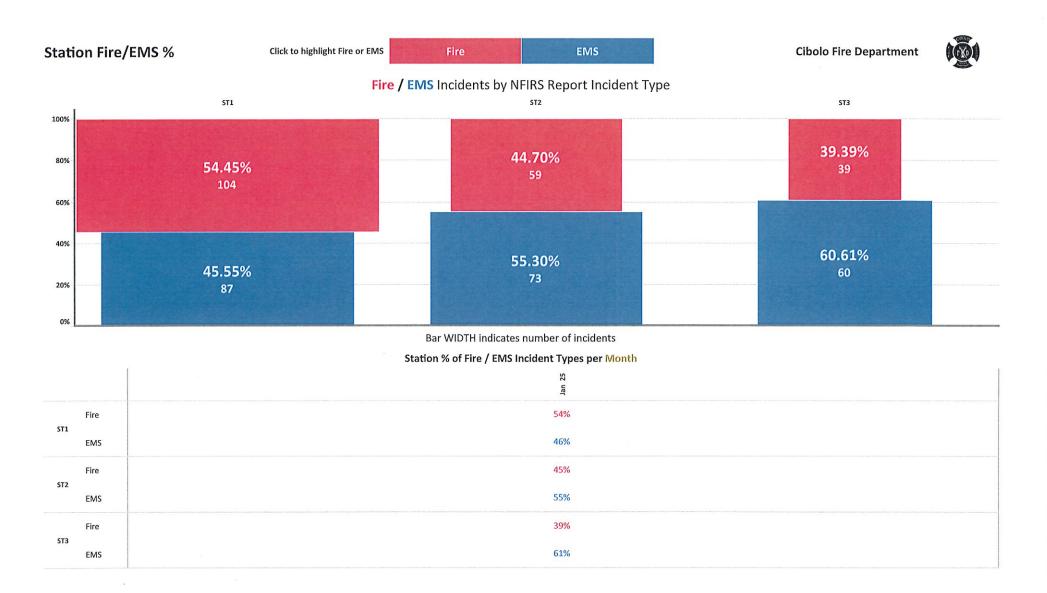


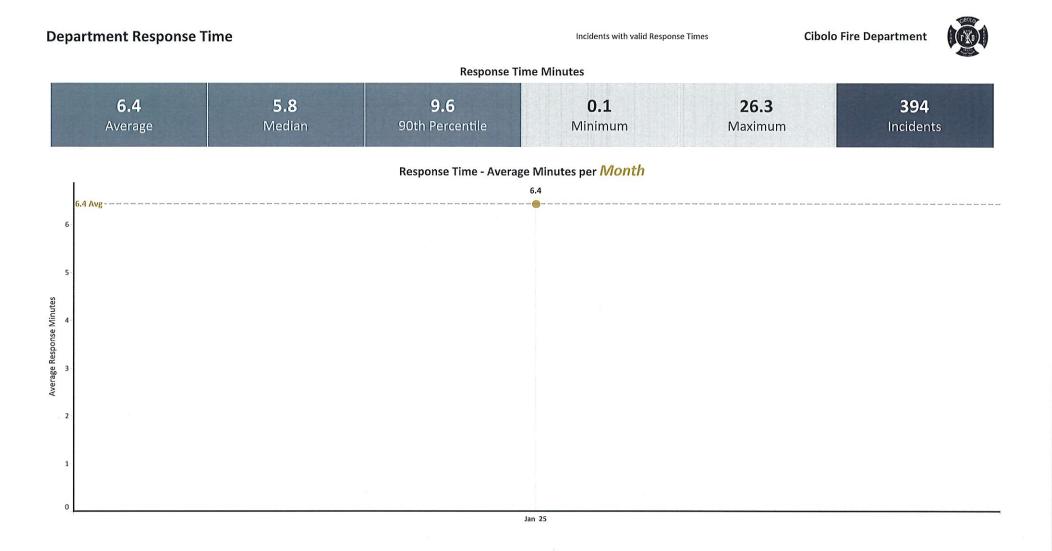
Department Fire/EMS Volume



Fire / EMS Incidents by NFIRS Report Incident Type

	Fire 48% (202)		EMS	52%	(220)	
220		. 220				
200		202				
180						
160						
140 v						
# Incidents						
100						
80						
60-						
40 20						
0	2					
		Jan 25				
Fire		48%				
EMS		52%				





		Click to highlight a Station			Incidents with	Cibala Fire Demontry and	CIBOLO
Station Res	ponse Time Minutes	ST1	ST2	ST3	valid Response Times	Cibolo Fire Department	
Station	Average	Median	90th Percentile	Minimum	Maxir	num Inci	dents
ST1	6.7	5.5	11.6	0.1	26.	3 1	81
ST2	6.2	6.1	9.0	0.1	14.	8 1	20
ST3	6.3	5.9	9.6	1.0	12.	.8	93

Response Time Station - Average Minutes per Month



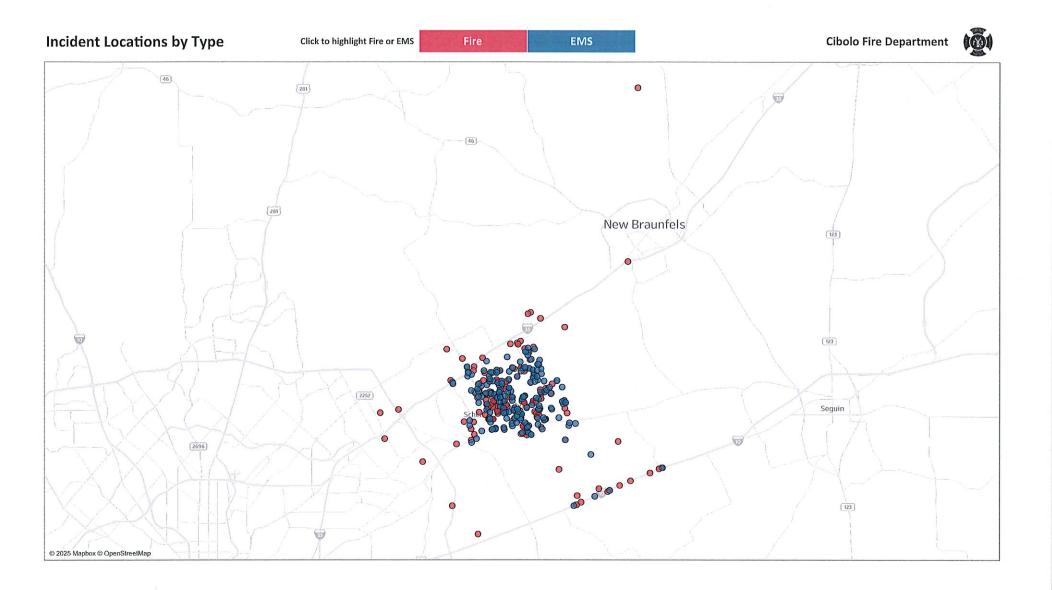
Jan 25

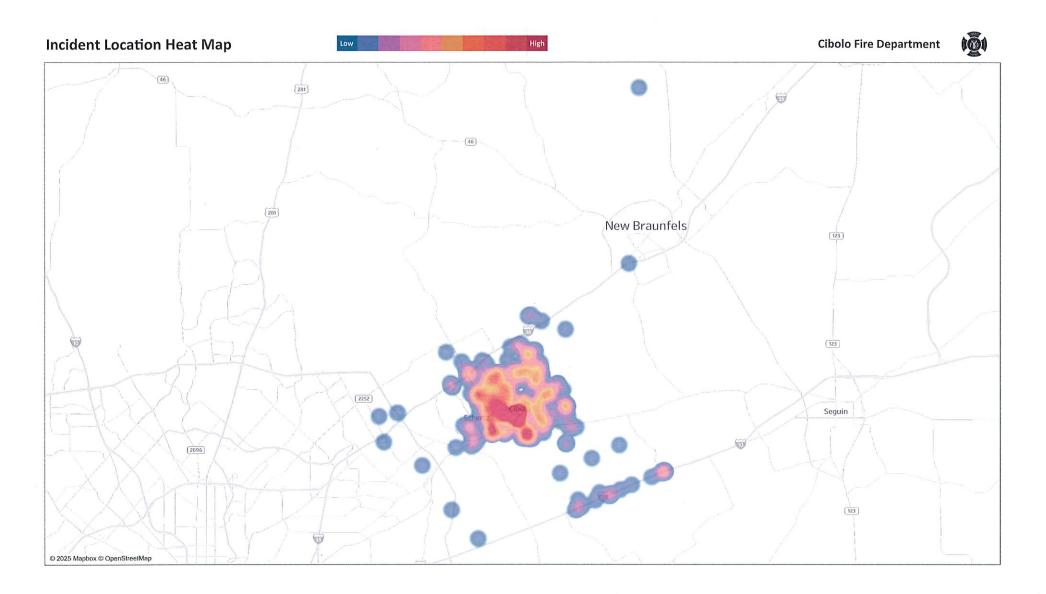
Incident Locations

Cibolo Fire Department

(<u>@</u>1

(46) (281) New Braunfels [123] 0 0 Seguin © 2025 Mapbox © OpenStreetMap







C. Quarterly Report on the use of See Click Fix (Mr. Beekman)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Staff Update Item: 9C.
From	
Tracy Beekman, Information Services Director	

PRIOR CITY COUNCIL ACTION:

None

BACKGROUND:

Quarterly report usage data from the See Click Fix platform.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

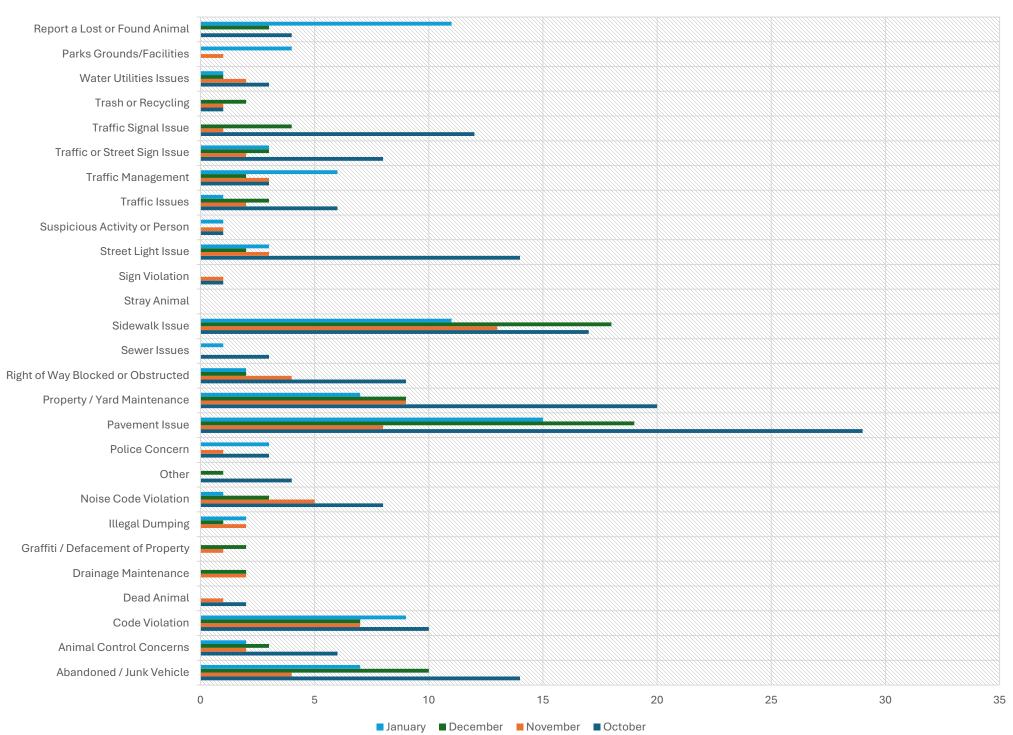
MOTION(S):

N/A

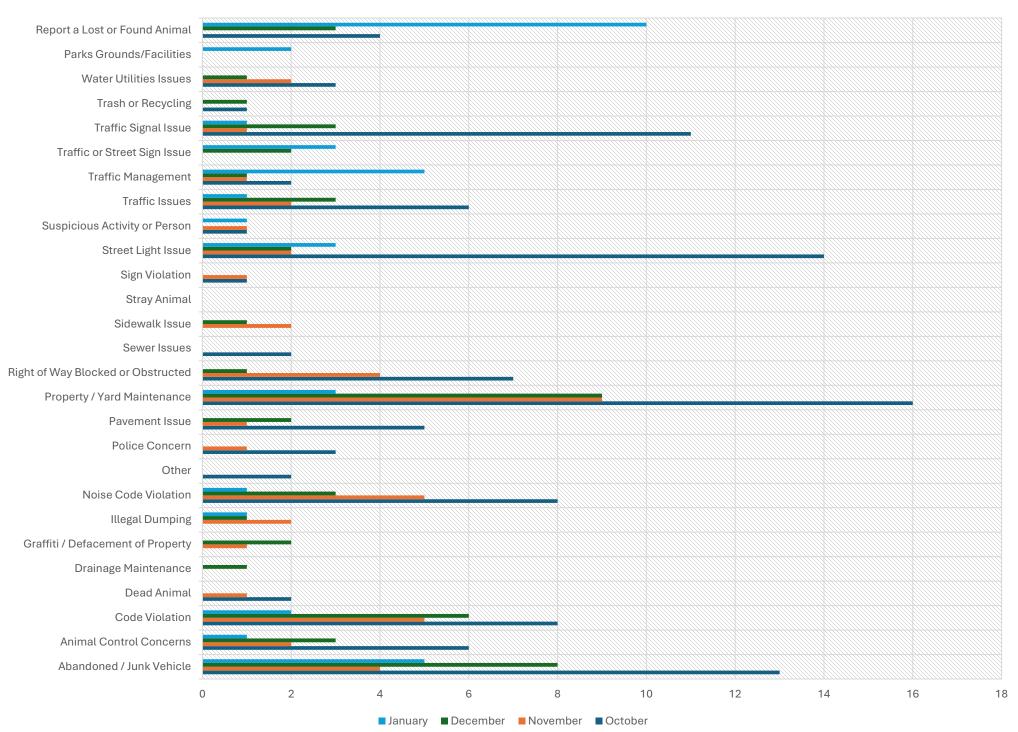
Attachments

<u>TicketsOpened.pdf</u> <u>TicketsClosed.pdf</u> <u>TicketsAcknowledge.pdf</u> <u>AverageDaysToAcknowledge.pdf</u> <u>AverageDaysToClose.pdf</u> <u>CurrentlyOpen.pdf</u>

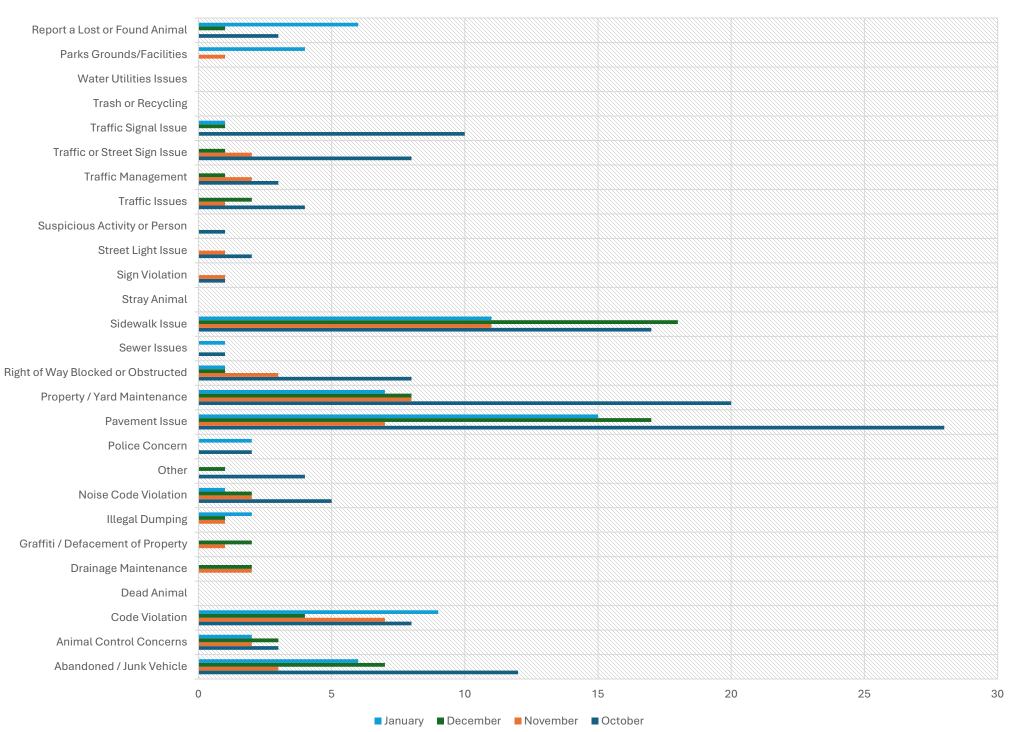
Tickets Opened



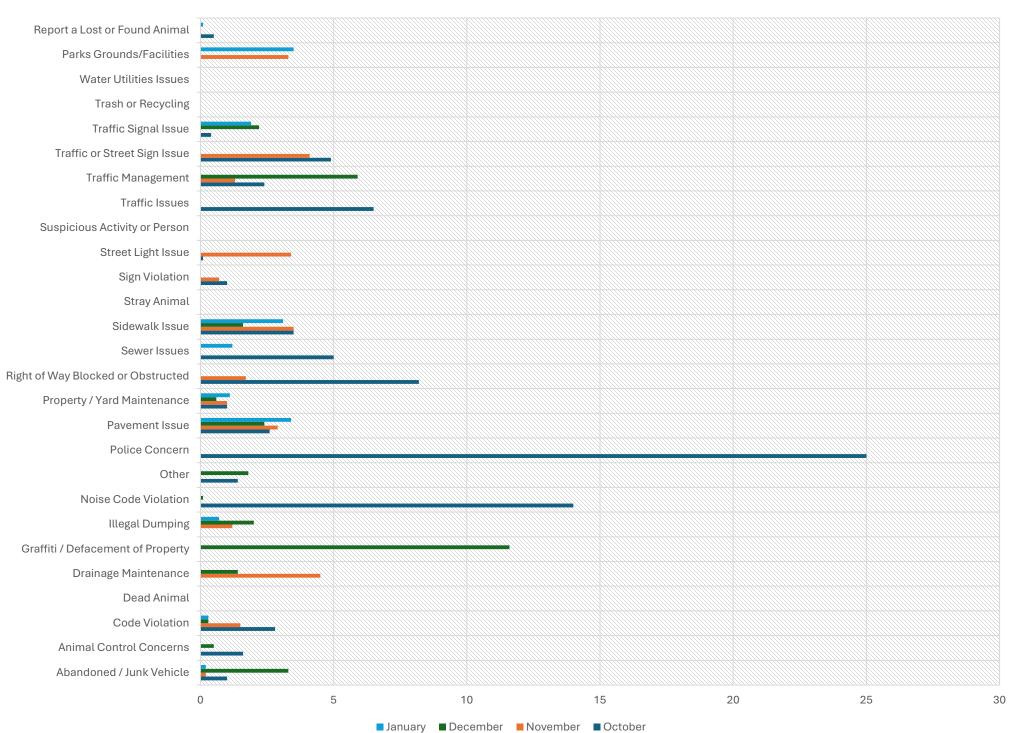
Tickets Closed



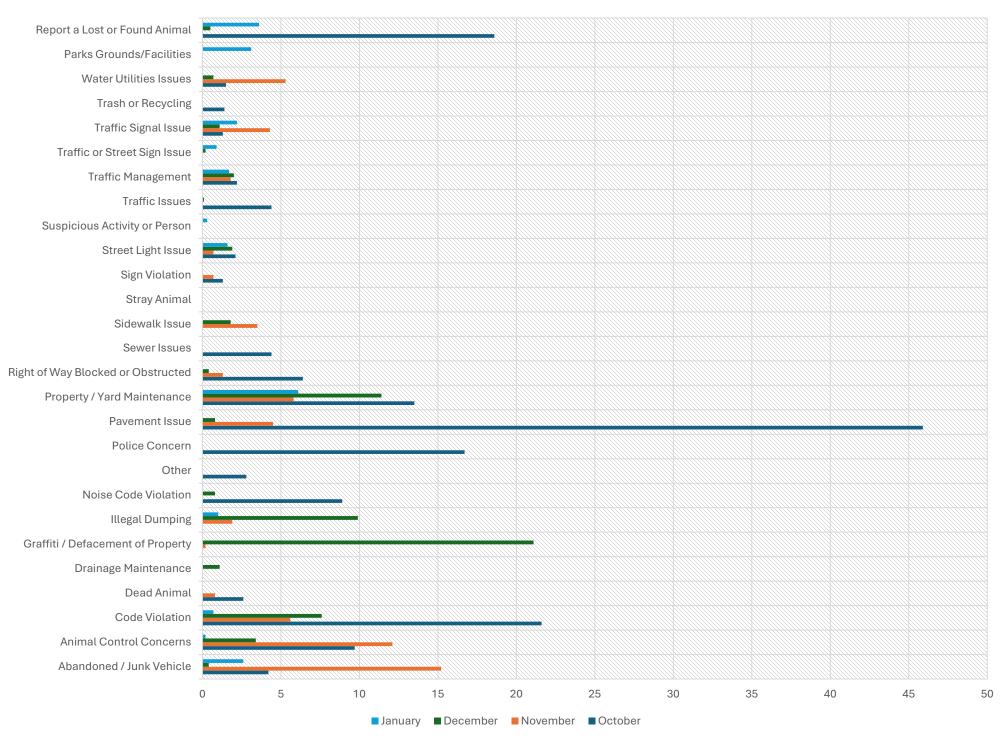
Tickets Acknowledged

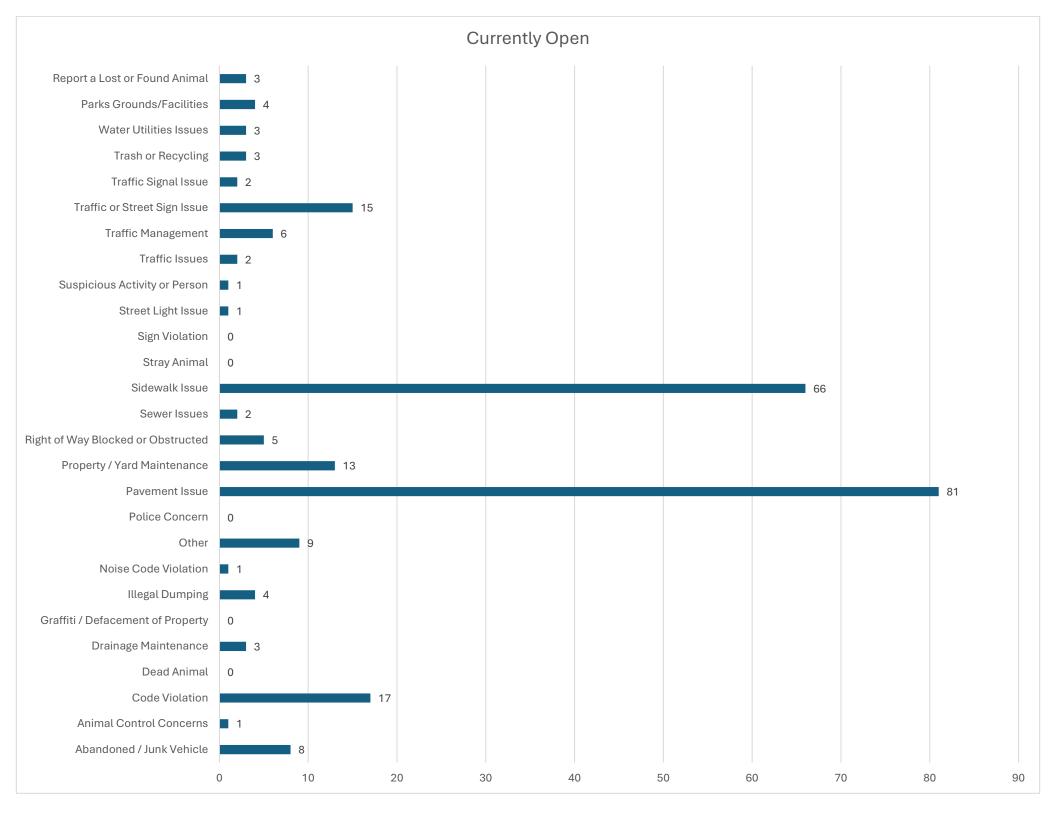


Average Days to Acknowldege



Average Days to Close







A. Approval/Disapproval of an Ordinance of a proposed amendment to an ordinance for restricted and regulated parking surrounding the city hall complex. (Chief Andres)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Ordinances Item: 10A.
From	
Thedrick Andres, Chief of Police	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

This item is coming back to the City Council based on discussions at the meeting on January 28, 2025, reference (item 9M), at which time the City Council was discussing the use of the Multi-Event Center (MEC) field and pausing operational use of these fields as it relates to the maintenance of the turf. During this discussion, concerns were raised regarding customers renting the MEC field parking in spaces reserved for citizens with official city hall business. The Council requested the creation of an ordinance to restrict parking surrounding the city hall building for those who need access to parking spaces for city business. The staff worked with our city attorney's office to amend Chapter 74, Traffic and Vehicles, to wit section 74-188, Parking prohibited in certain places.

STAFF RECOMMENDATION:

The staff recommends amending city ordinance Chapter 74 Traffic and Vehicles to include adding language to sections 74-188, which prohibits Parking in certain places.

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments



ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS, AMENDING CHAPTER 74 OF THE CODE OF ORDINANCES OF THE CITY OF CIBOLO; PROVIDING RULES AND REGULATIONS FOR PARKING NEAR CITY HALL; PROVIDING FOR SAVINGS; REPEAL; SEVERABILITY; PUBLICATION AND CODIFICATION; DECLARING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the City of Cibolo, Texas (the "City") is a home-rule municipality with the authority to enact laws to protect the public, health, and safety of residents and visitors to the City; and

WHEREAS, the City Council finds that Chapter 74 of the Cibolo Code of Ordinances ("Chapter 74") regulates parking throughout various areas of the City; and

WHEREAS, the City Council finds periods of time repeatedly exist where the stopping, standing, and parking of vehicles within the City Hall parking lot, especially during events, interferes with the ability to access City Hall by employees, appointed and elected officials, and citizens conducting or participating in city business, causing an increased danger for vehicle and pedestrian conflict and a danger to health and safety of the public; and

WHEREAS, the City Council finds that it should provide for the reservation of parking spaces in the City Hall parking lot, prohibiting their use for any purpose other than to conduct or participate in city business; and

WHEREAS, the City Council finds ensuring parking spaces in the City Hall parking lot for use to conduct or participate in city business should adequately protect the public health and safety of those using the parking area, and necessitating reasonable regulations to minimize the interference caused by the stopping, standing, and parking of any vehicle in certain parking spaces within the City Hall parking lot; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Cibolo to implement new regulations for stopping, standing and parking at City Hall; and

WHEREAS, the City Council finds that amending Chapter 74, Article V, Section 74-188 is in the best interest of the citizens of the City of Cibolo; and

WHEREAS, The City Council hereby enacts amendments to Chapter 74, Article V, Section 74-188 of the City of Cibolo's Code of Ordinances, as shown in **Exhibit A**; and

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

SECTION 1. Findings. The recitals are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

SECTION 2. Amendments. The Code of Ordinances of the City of Cibolo, Texas is hereby amended by adding new subsections (c), (d), (e) and (f) of section 74-188 of chapter 74, as shown in **Exhibit A** attached hereto.

SECTION 3. Execution. The City Manager or his designee shall be directed to 1) cause an appropriate number of parking spaces in the City Hall parking lot to be reserved for city business use only; 2) cause the spaces identified to be clearly marked as "Reserved For City Business Use Only"; and 3) cause an appropriate sign notifying vehicle operators at each entrance to the City Hall parking lot of the reserved parking spaces for city business use only and that violators will be cited and towed.

SECTION 4. 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 5. 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 6. 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 7. Publication and Codification. 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. This Ordinance will be codified in the Cibolo Code in the next appropriate update.

SECTION 8. 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 9. 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 less than one hundred dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00). 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 10. Effective Date. This Ordinance will become effective upon the required newspaper publication and the installation of signage designating the restricted parking area. City staff is directed to immediately initiate a warning campaign upon the installation of signage. Citations may be issued and vehicles may be towed beginning thirty (30) days after installation of signage.

PASSED, APPROVED, and ADOPTED on this the 25th day of February 2025.

Mark Allen, Mayor

ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC City Secretary Hyde Kelley LLP City Attorney

EXHIBIT A

	CIBOLO CODE OR ORDINANCES
•••	CHAPTER 74 – TRAFFIC AND VEHICLES
•••	ARTICLE V. – STOPPING, STANDING AND PARKING
•••	

Sec. 74-188. – Parking prohibited in certain places.

•••

- (c) *Parking in spaces reserved for city business only*. It is unlawful for a person to stop, stand, or park any vehicle for any purpose other than to conduct or participate in city business in spaces restricted and marked only for city business in the parking lot at City Hall complex, located at 200 S. Main Street, Cibolo, Texas.
- (d) *Head-In/Tail-In Parking Only*. A person may only park any vehicle at the City Hall complex within the boundaries of the pavement markings of a single parking space. The City Hall complex is the parcel of land on which the City of Cibolo City Hall is located.
- (e) *Towing provisions*. The City Manager or his designee may cause any vehicle found in violation of this section to be towed away, and the owner of such vehicle shall be civilly liable to the person doing such towing for the reasonable cost thereto.
- (f) Any person who violates subsections (c) or (d) of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00).

City Hall Restricted Parking Area-Map





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)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Resolution Item: 13A.
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	C) 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 City Council must make the motion by a record vote or "roll call" vote.

Suggested Motion to Approve: I move to approve the Resolution to authorize the City of Cibolo 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 - Eminent Domain.pdf Resolution Exhibits FINAL.pdf TOLLE ROAD AREA Map 11x17_20250127.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 WITH CONSTRUCTION, CONNECTION THE **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 AQUIRE 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.

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.

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.

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".

SECTION 3. Authorization. The City Council herby 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 Property.
- (b) The City Attorney or an authorized designee is hereby authorized and directed to file 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 is also authorized to deposit the sum of money equal to the amount of the Award of Special Commissioners and pay all costs and expenses associated therewith in any eminent domain action filed to acquire the needed Properties. The City shall request the return of any unaccounted-for grant monies provided by the City after the expiration of 30 days after the event, if any grant funds are unaccounted for.

- (c) 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. 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.
- (d) 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 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.

INTENTIONALLY LEFT BLANK

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.

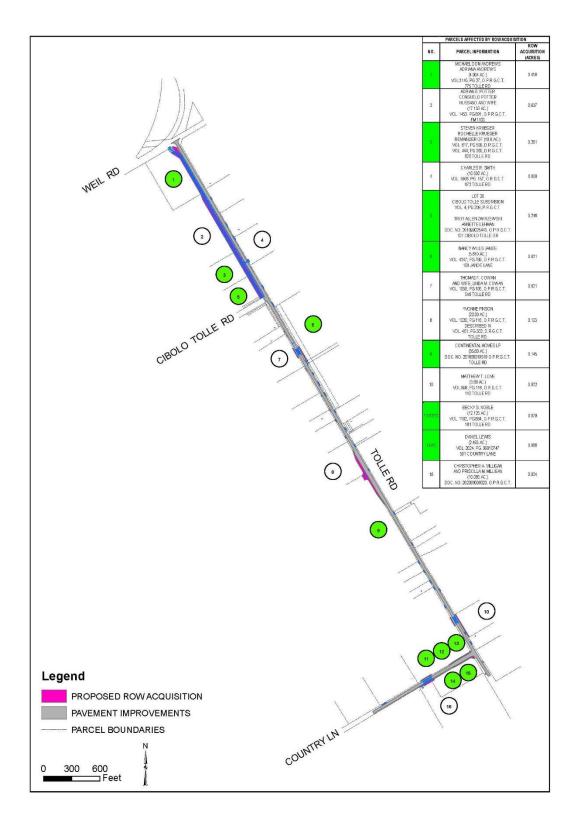
Mark Allen, Mayor

ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC City Secretary Hyde Kelley LLP City Attorney

TOLLE ROAD IMPROVEMENTS CITY OF CIBOLO, TEXAS EXHIBIT A



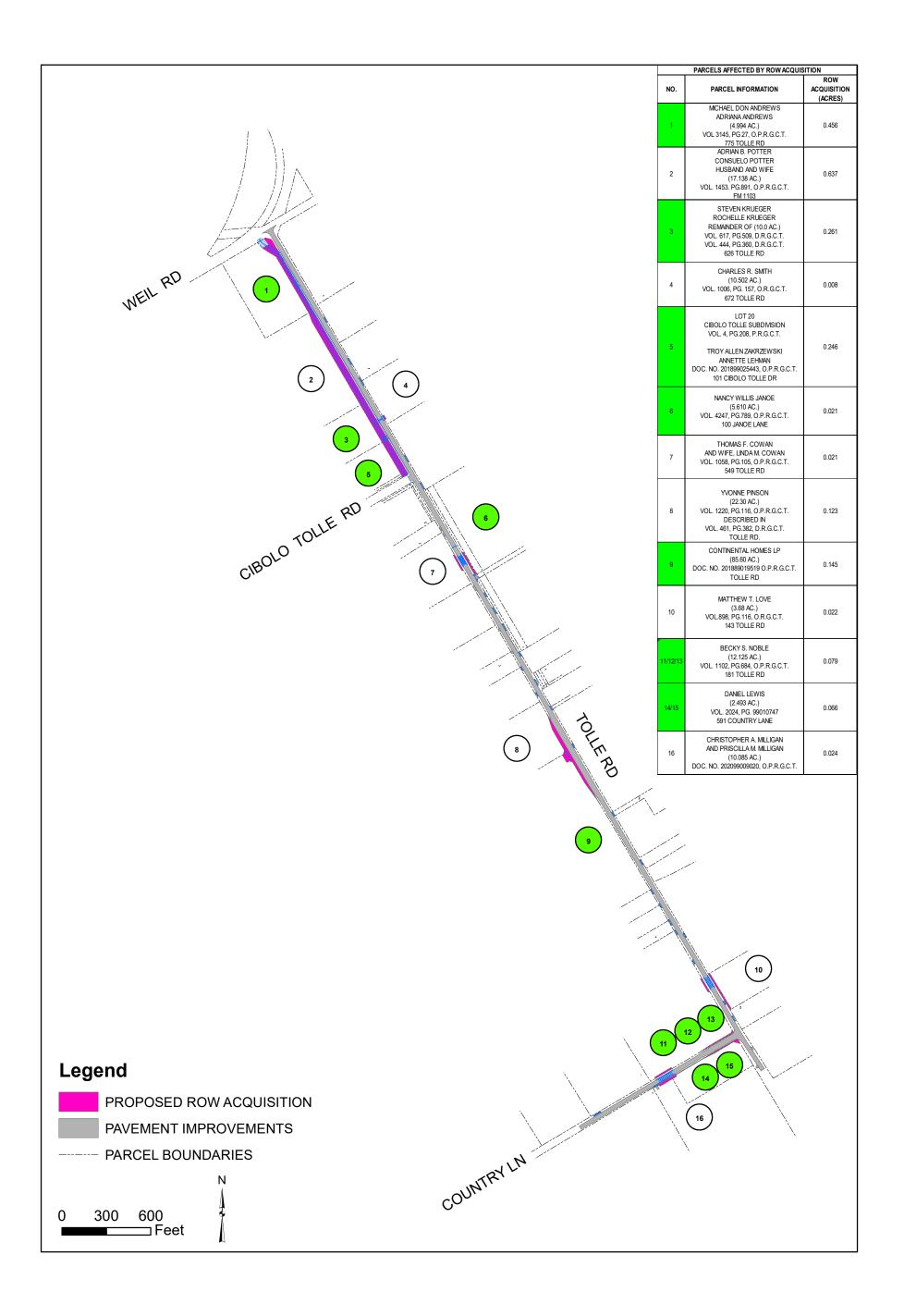
TOLLE ROAD IMPROVEMENTS CITY OF CIBOLO, TEXAS EXHIBIT B

PARCELS AFFECTED BY ROW ACQUISITION			
NO.	ROE RECEIVED?	PARCEL INFORMATION	APPROX. ROW ACQUISTION (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 ACQUISTION (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

TOLLE ROAD IMPROVEMENTS CITY OF CIBOLO, TEXAS





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

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Discussion/Action Item: 14A.
From	
Eron Spencer, Assistant Planning Director	

PRIOR CITY COUNCIL ACTION:

At its January 28, 2025, regular meeting, City Council tabled this agenda item to allow staff to provide the necessary exhibits for the Professional Services Agreement. A complete copy of the agreement, including all referenced exhibits, is attached for City Council's consideration.

According to the City Council's Strategic Plan for FY 2025-2027, there is a commitment to update the Downtown "CORE" Plan, also known as the Cibolo Downtown Revitalization Plan. This task is expressed in two City Council strategic initiatives, namely 1.4.6 and 1.4.7, which are detailed below.

- 1.4.6 Review and present on the Downtown "CORE" Plan
- 1.4.7 Amend Downtown CORE Plan at Council direction and revise UDC

BACKGROUND:

At the June 25, 2024, City Council meeting, City staff presented on the Cibolo Downtown Revitalization Plan, which was adopted on August 26, 2014, as well as the proposed scope, objectives, and timeline for the Old Town/ Downtown Master Plan. Staff later returned to City Council at its September 24, 2024, regular meeting, prior to issuing the Request for Proposal (RFP), to confirm the updated project objectives based on feedback and direction received at the June meeting.

The following project objectives were identified for the Old Town/ Downtown Master Plan RFP:

- 1. Confirm the vision for Old Town/ Downtown.
- 2. Reexamine the boundaries of Old Town/ Downtown.
- 3. Promote economic development.
- 4. Address parking needs.
- 5. Improve drainage.
- 6. Enhance mobility.
- 7. Continue to improve pedestrian safety.
- 8. Identify opportunity sites and catalyst projects.
- 9. Expand opportunities for events and gathering places.
- 10. Strengthen urban design.
- 11. Encourage neighborhood preservation.
- 12. Recommend updates to the Unified Development Code (UDC) regarding the Old Town (OT) District.

13. Develop strategies for implementation and funding.

Professional Services Agreement - Old Town/ Downtown Master Plan

The Professional Services Agreement for the Old Town/ Downtown Master Plan, which is attached herein, will support City Council's strategic goals while building on the success of Old Town/ Downtown. It also aims to address the evolving needs of this unique area in Cibolo. This project will align with the community's vision as well as the City's long-range plans and initiatives, including the City Council Strategic Plan, Cibolo Tomorrow Comprehensive Plan, Strategic Economic Development Plan, FM 78 Corridor Plan, Five-Year Capital Improvements Program, UDC Rewrite, and Drainage Master Plan.

The Old Town/ Downtown Master Plan will take a comprehensive approach to assess and potentially expand the boundaries of Old Town/ Downtown to maximize future opportunities; address parking needs and identify gathering spaces to foster a sense of place; enhance mobility and improve pedestrian safety; resolve drainage issues to support sustainable development; revise OT District regulations to balance economic development with the preservation of neighborhoods and historic resources; and develop strategies for funding and implementing the plan's recommendations.

Following the September 24, 2024, presentation to City Council, the RFP was issued on October 15, 2024, with proposals due on November 15, 2024.

The City's evaluation team carefully reviewed and evaluated proposals using the following weighted criteria:

Firm Background	10 points
 Project Experience and Qualifications 	35 points
 Methodology and Technical Approach 	30 points
• Ability to comply with Exhibit A Terms and Conditions	5 points
Cost Proposal	20 points

Nine (9) firms submitted in response to the Old Town/ Downtown Master Plan RFP: Lionheart Places, LLC, Kendig Keast Collaborative, Asakura Robinson, Halff, Covey Planning + Landscape Architecture, Design Workshop, Able City, DTJ Design, Inc., and Kimley-Horn and Associates, Inc. After thorough evaluation, Lionheart Places, LLC, scored the highest, earning 96.3 out of 100 points, and was identified as the most advantageous proposer for the City.

Lionheart Places is a Texas-based firm with extensive experience in downtown master planning. The firm has completed similar projects for several communities that have won awards and received national recognition from the American Planning Association, Urban Land Institute, and American Society of Landscape Architects. Their approach prioritizes collaboration with the community and City staff to establish a vision, goals, and metrics, focusing on the foundational elements of the Old Town area like mobility, parking, land use, public spaces, economic development, and urban design. As part of their strategy, Lionheart Places will identify and recommend the development of key sites that will serve as catalysts for the broader community, while factoring in economic viability, community impact, and sustainability.

With a detailed proposal and proven track record, Lionheart Places is well-prepared to meet the goals and objectives identified in the RFP. Their use of both traditional and digital engagement methods will ensure broad and representative community involvement throughout the planning process.

STAFF RECOMMENDATION:

The City's evaluation team recommends that City Council approve the Professional Services Agreement with Lionheart Places, LLC for the Old Town/ Downtown Master Plan and authorize the City Manager to execute the agreement.

FINANCIAL IMPACT:

The FY 2025 budget included One Hundred Sixty Thousand Dollars (\$160,000) in EDC funds which were allocated to update the Cibolo Downtown Revitalization Plan.

MOTION:

Below is a sample motion that can be made by the City Council regarding this agenda item.

"I move to approve the Professional Services Agreement with Lionheart Places, LLC for the Old Town/ Downtown Master Plan and authorize the City Manager to execute the Agreement in the amount of One Hundred Sixty Thousand Dollars (\$160,000)."

Attachments

<u>Professional Services Agreement - Old Town Downtown Master Plan.pdf</u> <u>Award of RFP 25-144-03.pdf</u> <u>RFP Scoring Summary.pdf</u>



City of Cibolo 200 South Main Street Cibolo, Texas 78108

STANDARD FORM OF AGREEMENT PROFESSIONAL SERVICES

OLD TOWN/ DOWNTOWN MASTER PLAN

CONTRACT # 25-144-03

CITY OF CIBOLO CONSULTANT CONTRACT

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

ARTICLE I

SCOPE OF SERVICES

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

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

ARTICLE II

PAYMENT

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

ARTICLE III

CHANGE ORDERS

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

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

ARTICLE IV

TIME OF PERFORMANCE

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

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

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

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

ARTICLE V

INDEPENDENT CONSULTANT

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

ARTICLE VI

AUTHORIZATION

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

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

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

ARTICLE VII

WARRANTY

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

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

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

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

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

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

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

ARTICLE VIII INDEMNIFICATION & RELEASE

8.01 INDEMNITY

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

INSURANCE

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

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

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

Types. Consultant shall have the following types of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Retroactive date must be shown on certificate.

ARTICLE X TERMINATION

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

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

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

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

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

ARTICLE XI

MISCELLANEOUS TERMS

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

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

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

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

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

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

City of Cibolo

Consultant

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

With copy to: City of Cibolo Attn: Leili Samuelson 200 South Main Street Cibolo, Texas 78108 Attn:Abby Gillfillan Lionheart Places, LLC 1023 Springdale Road Suite 6-E Austin, Texas 78721

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Exhibits:

Exhibit "A" Scope of Services Exhibit "B" Payment Schedule Exhibit "C" Certificates of Insurance

CITY OF CIBOLO

Ву:	
Printed Name:	

LIONHEART PLACES, LLC

Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT "A" SCOPE OF SERVICES

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

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



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

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Abby Gillfillan, AICP abby@lionheartplaces.com

LIONHEART

November 14, 2024

Dear Ms. Samuelson,

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

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

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

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

V LIONHEART

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

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

Abby Gillfillan

Abby Gillfillan, AICP Principal and Owner Lionheart Places, LLC



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BRICK AND MORTAR DISTRICT | KYLE, TEXAS DESIGN BY LIONHEART

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Firm & Project Team Background

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

Lionheart

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

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

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

Similar Projects

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

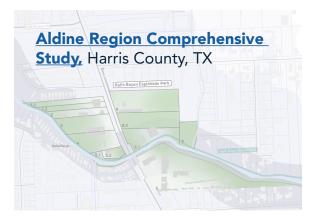


Taylor Comprehensive Plan and Downtown Master Plan Update, Taylor, TX

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

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







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Firm Leadership

Abby Gillfillan | Principal In Charge

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

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

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

Rebecca Leonard | Principal

Rebecca Leonard, FAICP, FASLA, CNU-A, is the founder of Lionheart with over 25 years of experience in landscape architecture, urban design, and community planning. Known for turning visionary ideas into actionable plans, Rebecca has led awardwinning projects such as the Lafitte Greenway in New Orleans, Uptown ATX in Austin, and the Houston Arboretum.

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

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

Olivia Sullivan | Project Manager

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

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

Current Projects

12 projects between January 2025 and June 2026

Team Members & Office Locations

Austin, Texas

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

Subconsultants

Doucet & Associates, Inc.

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

Austin, Texas

• Lindsey Oskoui, AICP | Pedestrian and Transportation Planner

San Antonio, Texas

Justin Murray, PE, CFM | Civil Engineer

Houston, Texas

• Frank Olshefski, PE, MBA | Transportation Engineer

Hawes Hill & Associates LLP

Hawes Hill & Associates LLP (HHA) is an economic and community development firm with a wealth of experience in "economic placemaking" - positioning communities and places to be catalytic, highly desirable and uniquely market competitive. Established more than 20 years ago, the firm has built a reputation for its ability to develop and implement plans based upon a deep understanding of local conditions and market trends, addressing some of the most complicated issues facing the community, place or project, and carving a path to success. Not just any path to success, but one that is based on that place's unique traits and preferred position in the marketplace. For that reason, HHA is recognized throughout the State of Texas as the firm of choice when creative solutions are needed to recognize the qualities of place and move it toward its unique market position, including active implementation. The firm leads the field in relationship to improving and using local "economic infrastructure" to spur desired private investment including messaging, regulations, incentives, programming, strategic finance of capital improvements, and creation and management of special finance districts.

Houston, Texas

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

Dixon Resources Unlimited

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

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

Dallas, Texas

• Peter MacDonald | Parking Consultant

Chicago, Illinois

• Allison von Ebers | Parking Consultant

San Diego, California

• Julie Dixon | Parking Consultant





ATTACHMENT "1" -- CLIENT REFERENCE FORM

Project No. 1

Project Owner: City of Buda	
Project Name: Buda Downtown Master F	Plan
General Description of Project:	
demand for vibrant, mixed-use spaces, the plan provides a s Spanning 522 acres from Onion Creek to N. Cedar Street an goals centered on quality of life. Dixon Resources Unlimited for downtown Buda. Using a metrics-based approach, Lionh	a community hub that attracts both residents and regional visitors. To meet growing ustainable development framework, addressing anticipated Central Texas growth. d City Hall to south of Buda Mill & Grain Co., it incorporates community input to establisi contributed a preliminary operational needs assessment and Parking Action Plan (PAP) eart communicates project impacts transparently, fostering community trust. Lionheart recommendation of the plan to life and enhancing downtown as a model for living,
Project Cost: \$194,000	Date Project Started: 2022
Project Manager: Abby Gillfillan	
Project Technical Lead (if different): Olivia	Sullivan
Was original contract price met(Yes) No	
If No, please explain:	
Was original contract schedule met: Ye	s) No
Reference contact information (listing name	es indicates approval to contacting the named individuals as c

reference):

Owner Name: Clancy Hardin

Organization Name: City of Buda

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

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

Project No. 2

Project Owner: City of Kyle

Project Name: Plum Creek TIRZ Strategic Framework Plan

General Description of Project:

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

oject Started: 2020
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Reference contact information (listing names indicates approval to contacting the named individuals as a reference):

Owner Name: Travis Mitchell

Organization Name: City	y 01	ryle
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	Owner Telephone Number: 512.262.1010	Owner Email: tmitchell@cityofkyle.com
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ATTACHMENT "1" -- CLIENT REFERENCE FORM (CONTINUED)

Project No. 3

Project Owner: City of Taylor

Project Name: City of Taylor Comprehensive Plan and Downtown Plan

General Description of Project:

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

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

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

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

Was original contract price met(Yes) No

If No, please explain:

The original contract price was met for the Comprehensive Plan.

Was original contract schedule met:

No

Yes

If No, please explain:

The original schedule was met for the Comprehensive Plan.

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

Owner Name:_Tom Yantis

Organization	Name:	City of	Taylor
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Owner Telephone Number: 512.352.5990 Owner Email: tom.yantis@taylortx.gov

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Select Firm Experience | Last 36 Months

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

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

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

Buda Downtown Master Plan and Austin Street Reconstruction

Buda, Texas



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

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

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

In Kyle, Lionheart has fostered community connectivity and a sense of place through projects prioritizing accessibility and walkability. At Plum Creek, our planning services support lighting, streetscapes, and infrastructure improvements, seamlessly integrating these elements within the broader community. La Verde Park, a 1.67acre urban park that opened in 2023 in the Brick and Mortar District, exemplifies Kyle's vision for an active, sustainable community space. With rain gardens, native landscaping, and event spaces, the park anchors the area. It connects to Heroes Memorial Park via the Cultural Trail, a pedestrian corridor enriched with art and amenities. Lionheart's work includes ongoing projects at the Kyle Sportsplex, Brick and Mortar District's Retail Street, and The Grove—a mixed-use community with the VYBE Trail connecting residential and commercial areas, supporting vibrant community life.

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

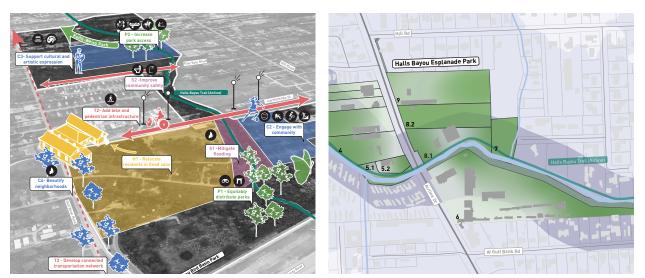
As Stephenville, Texas experiences rapid growth driven by Tarleton State University and statewide trends, Lionheart led the development of the Stephenville 2050 plan—a long-term, resilience-focused roadmap to manage growth sustainably over the next 25 years while supporting and enhancing the community's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

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

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

Aldine Region Comprehensive Study

Harris County, Texas

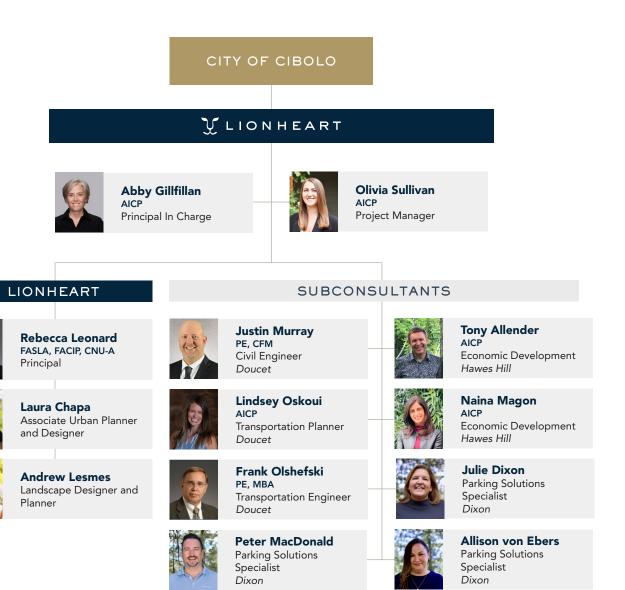


Serving as consultants, Lionheart spearheaded the analysis of parks, open spaces, drainage projects, community centers, and government-supported affordable housing initiatives. They also conducted comprehensive evaluations of bicycle and pedestrian connections while facilitating a series of public workshops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

Organizational Chart

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

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





EDUCATION

Master of Public Administration, Texas State University

Bachelor of Arts in Public Administration, Texas State University

ACCREDITATIONS AND CERTIFICATIONS

2017: American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

SPEAKING ENGAGEMENTS

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

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

Abby Gillfillan, AICP

Principal in Charge / Lionheart

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

Buda Downtown Master Plan Buda, Texas

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

Austin Street Reconstruction Buda, Texas

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

Plum Creek TIRZ Strategic Framework Plan Kyle, Texas

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

Envision Taylor Comprehensive Plan Taylor, Texas

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

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

Aldine Region Comprehensive Study Harris County, Texas

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

Stephenville, Comprehensive Plan Stephenville, Texas

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

Brodie Oaks PUD and Master Plan Austin, Texas

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

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

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EDUCATION

Master of Urban Design, University of Texas at Austin

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

Bachelor of City and Regional Planning, Ohio State University

ACCREDITATIONS AND CERTIFICATIONS

2024: American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

2024: APATX Leadership Academy

Olivia Sullivan, AICP

Project Manager / Lionheart

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

Buda Downtown Master Plan Buda, Texas

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

Taylor Downtown Plan Update Taylor, Texas

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

Boerne Downtown Planning Support Boerne, Texas

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

Stephenville, Comprehensive Plan Stephenville, Texas

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

Lakeway Comprehensive Plan Lakeway, Texas

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

Heirloom Master Planned Community Georgetown, Texas

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

Washington Avenue Corridor Study Houston, Texas

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

Wolf Lane Mixed-Use Community Austin, Texas

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



EDUCATION

Master of Urban and Regional Planning, Ball State University

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

LICENSURE

Licensed Landscape Architect, Texas #3038

ACCREDITATIONS AND CERTIFICATIONS

2014: CNU-A

2009: CDT Certification

2007: NCI Charrette Facilitator

1999: American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

2016, American Institute of Certified Planners Council of Fellows

2024, American Society of Landscape Architects Council of Fellows

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

2023- present, EverGreen Austin – Board Member

Form Based Code Institute

Congress for the New Urbanism

APA: Economic Development Division – Past Chair

APA: Urban Design and Preservation Division - Past Chair

Rebecca Leonard, FASLA, FAICP, CNU-A

Principal | Lionheart

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

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

Buda Downtown Master Plan Buda, Texas

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

Envision Taylor Comprehensive Plan Taylor, Texas

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

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

2015 Taylor Downtown Master Plan Taylor, Texas*

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

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

Taylor Downtown Plan Update Taylor, Texas

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

La Verde Park and Cultural Trail Kyle, Texas

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

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



EDUCATION

Master of Landscape Architecture, Universitat Politécnica de Catalunya, UPC

Bachelor of Architecture, Instituto Superior de Arquitectura y Diseño ISAD

LANGUAGES English and Spanish



EDUCATION

Master of Landscape Architecture, The University of Texas at Austin

Bachelor of Environmental Studies, Rollins College

ACCREDITATIONS AND CERTIFICATIONS 2024: CNU-A

Laura Chapa

Associate Urban Planner and Designer | Lionheart

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

Taylor Foundry Neighborhood Plan Taylor, Texas

Developed an urban design plan for a new amenity rich affordable community in Taylor, Texas.

Washington Avenue Corridor Study Houston, Texas

Leading a corridor study for Washington Avenue that will accomplish a case for change and lead the study to implementations for better mobility and streetscapes.

Andrew Lesmes

Planner and Landscape Designer | Lionheart

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

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

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

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

Austin Street Reconstruction Buda, Texas

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

Taylor Downtown Plan Taylor, Texas

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

Washington Avenue Corridor Study Houston, Texas

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



EDUCATION Bachelors, Civil Engineering, University of Texas at San Antonio

LICENSURE

Professional Engineer (PE), No. 107586, TX

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



EDUCATION

Bachelor of Geography and Planning, Pennsylvania State University

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

ACCREDITATIONS AND CERTIFICATIONS

2008: American Institute of Certified Planners

Justin Murray, PE, CFM

Engineer / Doucet

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

Streets Condition Assessment Cibolo, Texas

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

Design Criteria Manual Updates Cibolo, Texas

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

Lindsey Oskoui, AICP

Planner - Transportation & Pedestrian Emphasis | Doucet

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

Pedestrian Connectivity Plan & Implementation Bee Cave, Texas

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



EDUCATION

Bachelor of Science in Civil Engineering, University of Buffalo

Master of Business Administration, University of Houston

LICENSURE

Professional Engineer: TX #61292



EDUCATION Bachelor of Urban Planning and Development, Ball State University

Bachelor of Environmental Design, Ball State University

ACCREDITATIONS AND CERTIFICATIONS

American Institute of Certified Planners, # 014391

PROFESSIONAL AFFILIATIONS

Congress of New Urbanism

Frank Olshefski, PE, MBA

Transportation Engineer / Doucet

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

Landa Park at the Comal River New Braunfels, Texas*

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

Tony Allender, AICP

Economic Development | Hawes Hill

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

Downtown Development Plan Conroe, TX

Economic Development Strategic Plan Mineral Wells, Texas

Strategic Plan Implementation and Downtown Revitalization *Mineral Wells, Texas*

Economic Market Position Report, Stephenville Comprehensive Plan Stephenville, Texas

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EDUCATION

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

Bachelors of Arts, Economics, University of Calgary, Canada

ACCREDITATIONS AND CERTIFICATIONS

2000: American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

Urban Land Institute

Texas Economic Development Council



EDUCATION Bachelors, University of California, Santa Barbara

Master of Business Administration, Point Loma Nazarene University

PROFESSIONAL AFFILIATIONS

California Mobility & Parking Association (CMPA)

Naina Magon, AICP

Economic Development | Hawes Hill

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

Downtown Development Plan Conroe, TX

Economic Development Strategic Plan Mineral Wells, Texas

Reinvestment Zone Feasibility Analysis Pflugerville, Texas

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

Julie Dixon

Parking Solutions Specialist | Dixon

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

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

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



EDUCATION Degree, University

LICENSURE

Licensed Landscape Architect, Texas 000-000

Peter MacDonald

Parking Solutions Specialist / Dixon

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

Asheville, NC

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

Manhattan Beach, CA

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

San Luis Obispo, CA

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

Allison von Ebers

Parking Solutions Specialist / Dixon

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

Buda, TX

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

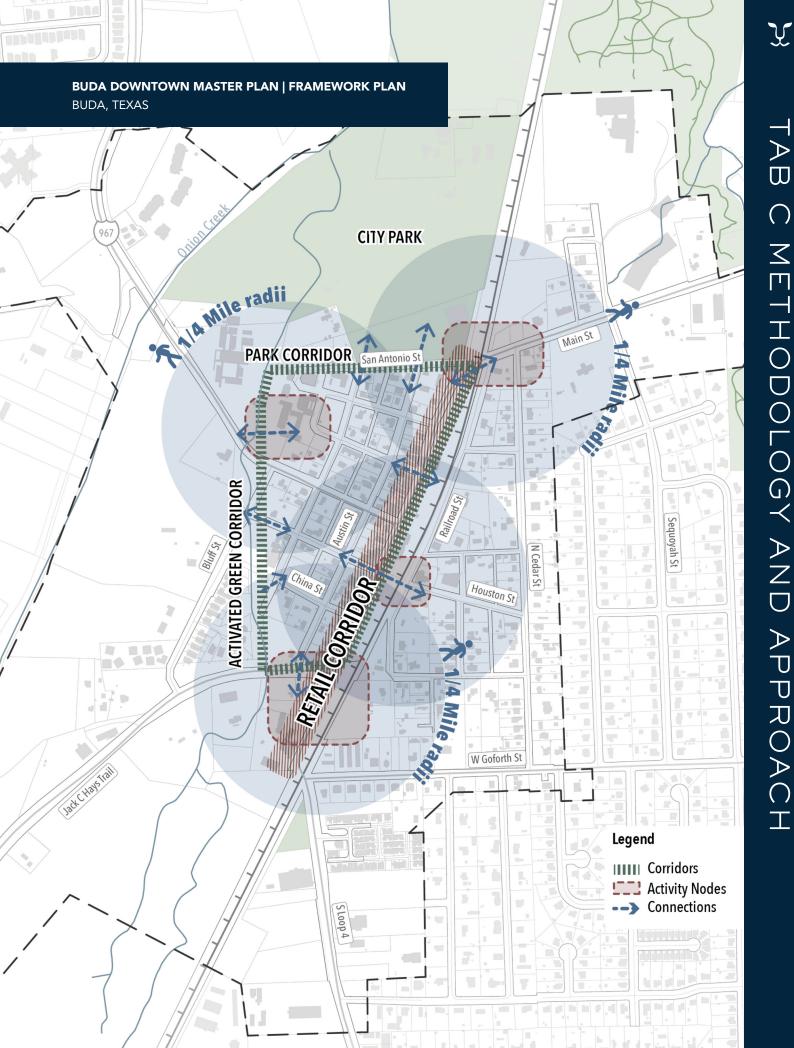
Temple, TX

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



EDUCATION Degree, University

LICENSURE Licensed Landscape Architect, Texas 000-000

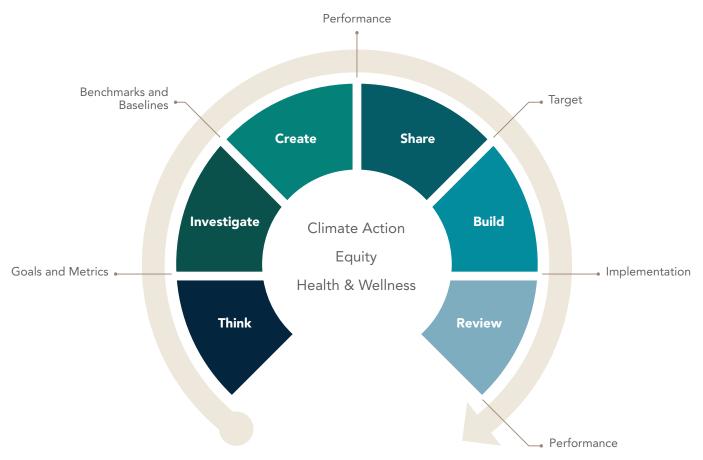


TAB C METHODOLOGY AND APPROACH

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Methodology and Approach

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



At Lionheart, we embark on each project with a profound sense of responsibility and dedication to our clients, the wider community, and the environment we all share. Our ethos is rooted in three fundamental pillars: climate action, equity, and health. These are the cornerstones for addressing the myriad challenges our world faces today. Our approach to the Old Town/ Downtown Master Plan in Cibolo, TX, is no exception, as we strive to intertwine these values with Cibolo's unique needs and aspirations. Our steps are methodical yet adaptable, comprising 'Think,' 'Investigate,' 'Create,' 'Share,' and culminating in 'Build' and 'Review.' For the Old Town/ Downtown Master Plan, we will focus on the first four stages, setting the groundwork for a seamless transition into construction and post-project evaluation. Our process, though sequential, is flexible enough to allow overlapping of tasks when necessary, ensuring efficiency and dynamism in our approach. This methodical yet adaptable approach instills confidence in our clients and stakeholders, assuring them that we

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



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

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

Our engagement with the Old Town/ Downtown Master Plan is more than a project; it's a comprehensive journey toward creating sustainable, equitable, and healthy environments. From conception to completion, our approach guarantees that the project remains aligned with our core values and our client's vision, delivering impactful and lasting results.

Task 0: Care

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

Task 1: Think

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

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

a. Project Management Plan to describe the Client's vision and critical success factors, detailed work plan (with tasks, resources, and milestones), roles and responsibilities, quality management plan, communication plan, client care plan, quality control standards, and risk/change management plan. This is a living document that will be updated as the project progresses.

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



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



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

Meetings and Deliverables

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

Task 2: Investigate

During Task 2: Investigate, the Lionheart team will analyze the existing conditions and help identify opportunities to build on successes and mitigate challenges. At Lionheart, we believe firm reliance on analysis, data, and metrics is critical to accountable, transparent, and equitable processes. Data, metrics, and analyses will be compared to relevant benchmark communities selected by the Key Stakeholders. Metrics and analysis will focus on the initial vision and goals established in Phase I to ensure they are applicable and help the community develop goals and metrics into actionable recommendations and outcomes. At the conclusion of Task 2, Lionheart will deliver Part I of the Old Town/ Downtown Master Plan, including all information analyzed and discovered during Tasks 1 and 2 of the project. In addition to documenting the work completed up to this point, the delivery of Part I of the plan allows staff an opportunity to review and comment on the plan before the final deliverable.

The following milestones will occur during this task:

- a. Analysis of Land Use, Policy, and Regulatory Framework to understand previously expressed ideas and plans for the study area, existing land use and economic development trends, as well as regulatory opportunities and obstacles will be analyzed. This analysis will result in the selection of catalytic sites and recommendations for future financing districts and/or public-private partnership opportunities. Similarly, interviews and coordination with stakeholders can help reveal current policy and regulatory documents that must be aligned with the vision and goals. Interviews will be conducted as part of the Stakeholder Dialogue #1, described below.
- b. Analysis of Baseline Conditions. Property inventory using open data and on-the-ground observations will help identify opportunity Sites and Catalyst Projects. The baseline conditions analysis will utilize cityprovided data and inventory of sidewalks, historic buildings, land uses, businesses, utilities, streets, parks, gathering spaces, wayfinding and signage, city-owned property, land values, ownership, and parking.

- c. Analysis of Benchmarks and Comparable Projects/Places to inspire and inform potential strategies. During this phase, we will work with the City and Key Stakeholders to identify benchmark communities and projects for comparison.
- d. Analysis of Market Competitiveness to ascertain the strengths and weaknesses in the local market as well as opportunities unique to Cibolo Downtown. Using a series of variables, the team will establish a market competitiveness "score" defining how the community fares in comparison to others. The Analysis will also assess designated catalyst sites intended to be become destinations to establish metrics for success.
- e. Parking Operational Needs Assessment to conduct an initial Operational Needs Assessment, estimated for two days on-site. The parking operational needs assessment will be performed simultaneously with the Stakeholder Dialogue #1 and include a day onsite with City representatives, the City Council, and other downtown stakeholders. The Consultant Team will conduct ride-a-longs and stakeholder interviews during the Operational Needs Assessment to develop recommendations. The consultant team will assess the core elements of the parking program, including defining the area's current and future parking needs. Special events will be an essential consideration, including oneoff and regular annual events. As part of this process, we will evaluate current conditions against best practices and provide recommendations for future actions.
- f. Parking Action Plan (Add Alternate) The primary goal of a parking action

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

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

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

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

1 ONE MONTH BEFORE THE PUBLIC WORKSHOP:

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

2 TWO WEEKS BEFORE THE PUBLIC WORKSHOP:

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

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

3 ONE WEEK BEFORE THE PUBLIC WORKSHOP:

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

4 ON THE DAY OF THE PUBLIC WORKSHOP:

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

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

5 AFTER THE PUBLIC WORKSHOP:

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

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

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

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Meetings and Deliverables

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

Task 3 Create

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

The Natural Stitch



Three alternatives, Natural Stitch, Main Street Stretch, and Downtown Spread, were created and presented to the community to determine the preferred framework for the City of Buda Downtown Master Plan. The following milestones will occur during this task:

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

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

Meetings and Deliverables

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

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

Task 4 Share

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

influence future changes.

PROJECTSPROGRAMSPOLICIESProjects are built, permanent,
physical changes.Programs are one-time events
or ongoing actions thatPolicies are legal norms, rules,
or definitions that control and

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

influence the study area but do

not require permanent physical changes.

The following milestones will occur during task 4:

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

Meetings and Deliverables

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

Task 5 Build

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

Task 6 Review

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

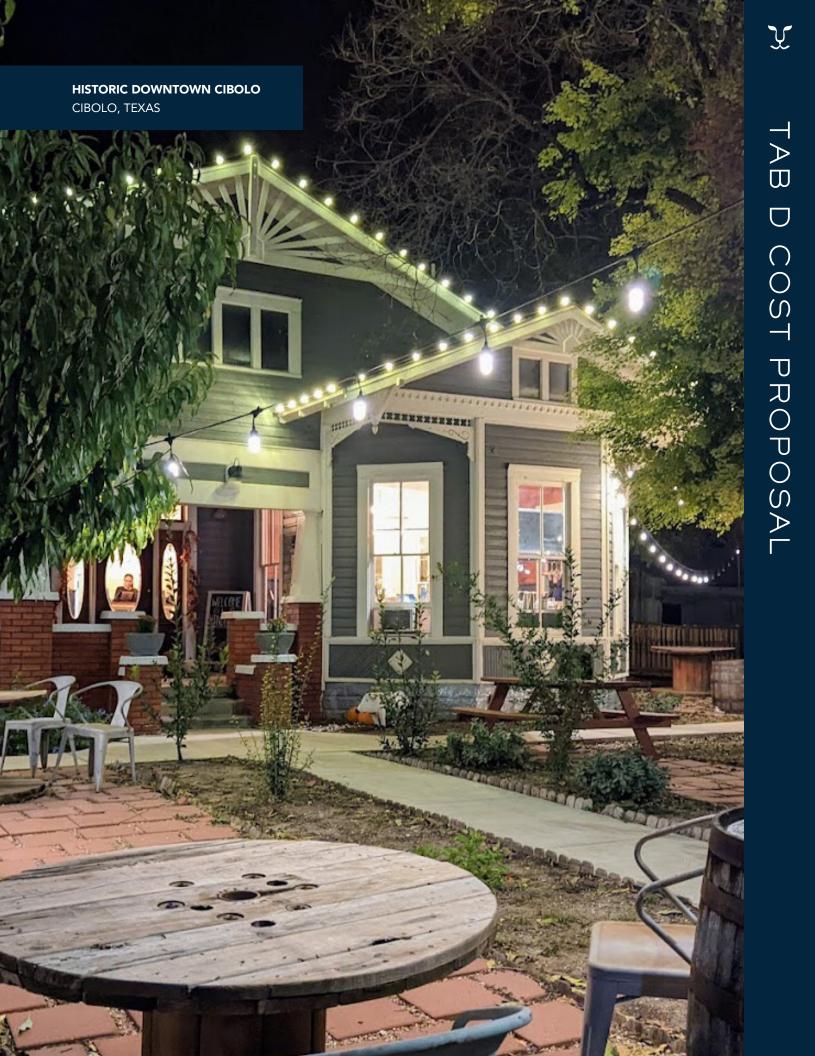
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Project Understanding

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

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

We understand that success in Downtown Cibolo means building on what makes Old Town special and extending that experience for visitors. In downtown Buda, we helped the community identify how to extend visitors' experience in terms of the amount of time they spend downtown and the types of experiences available including opportunities for overnight stays and new types of activities and events. Strategic public investment in foundational infrastructure like drainage, mobility, or utilities and placemaking infrastructure like plazas and streetscapes are vital to creating an active and vibrant downtown to stimulate future redevelopment. The Cibolo Old Town / Downtown Plan will identify strategic public investments that can be financed and implemented. The most successful developments in the last several decades have included some level of the public and private sectors working together to realize community and development goals. The public sector ensures that public spaces are incorporated, dynamic, and draw activity to the area. This investment and support should come with a higher level of say in how the private spaces are built out and interact with the public realm. Private investment can then be reinvested back into the area.



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Cost Proposal

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

Fee Table

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

Hourly Billing Rates

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

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Hours By Task

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

Assumptions for Staff Participation

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

Stakeholder Outreach

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

Data and Mapping

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

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



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ATTACHMENT "2" -- EXCEPTIONS FORM

REQUEST FOR PROPOSAL: OLD TOWN/ DOWNTOWN MASTER PLAN

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

Page Number: N/A	Section Title:						
Paragraph Number:	Exception Taken:	Exception Taken:					
Page Number:	Section Title:						
Paragraph Number:	Exception Taken:						
Page Number:	Section Title:						
Paragraph Number:	Exception Taken:						

Page | 42 version 1/10/2023

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CERTIFICATION AND ACKNOWLEDGEMENT

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

The Respondent is in receipt of <u>1</u> addenda.

The Respondent certifies:

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

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

ATTACHMENT 1

Page 1 of 1



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

ULIONHEART

EXHIBIT "B"

PAYMENT TERMS

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

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

EXHIBIT "C" CERTIFICATES OF INSURANCE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

					1011			
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING						
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2025-1253970						
	Lionheart Places LLC		2023	-1200970				
	Austin, TX United States		Date	Filed:				
2	Name of governmental entity or state agency that is a party to th	e contract for which the form is	01/06	6/2025				
	being filed.							
	City of Cibolo		Date	Acknowledged:				
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provide	ity or state agency to track or identify ded under the contract.	the co	ontract, and pro	vide a			
	25-144-03 CONSULTING & OTHER PROFESSIONAL SERVICES FOR	R OLD TOWN/ DOWNTOWN MAST	ER PI	LAN	*			
				Nature o	f interest			
4	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap				
			,	Controlling	Intermediary			
					Internetiary			
Le	eonard, Rebecca	Austin, TX United States		Х				
Gi	llfillan, Abby	Austin, TX United States		Х				
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	×							
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5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is ABBY Guilfillan	, and my date of b	oirth is _.	01/31/	1979			
My address is 1903 C DUHON DE , SAN NGROS, TY, 78,606, US								
	(street)	(city) (sta	ate)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct.							
	Executed in Travis (bunty County	γ , State of $12XaS$, on the 1	da da	ay of Januar (month)	<u>y</u> , 20 <u>25</u> . (year)			
	personality		_	(monul)	(Joar)			
	EMMA KIENINGER Notary ID #134553302	1000						
	My Commission Expires	Signature of authorized agent of contr	racting	husiness entity				
	September 14, 2027	(Declarant)	acung	business entity				

Forms provided by Texas Ethics Commission



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

February 3, 2025

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

Account Information:

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

Contact Us

Need Help? Chat online or call us at (866) 467-8730. We're here Monday - Friday.

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

Sincerely,

Your Hartford Service Team

Ą	é	ORD	CERTIF	ICA	TE			ANCE		DATE (MM/DD/YYYY) 02/03/2025
H A IS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does									
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PRO		ER & MCLENNAN				CONTACT NAME:				
616	-		AGENCTLLC				226-7954		FAX	
250	0 BI	EE CAVE RD ST	E 125			(A/C, No, Ext): E-MAIL ADDRESS:			(A/C, No):	
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						INSURER A : Twin C				29459
INSU	RED					INSURER B :		e company		
		EART PLACES, I	LC DBA LION	HEAR	T PLAC					
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AGENCY CUSTOMER ID:

LOC# :



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM							
FORM NUMBER:	ACORD 25	FORM TITLE:	CERTIFICATE OF LIABILITY INSURANCE				

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

ACORD	

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
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	DUCER	0011	mout		CONTAC NAME:					
				-	PHONE (A/C, No	Ext): 888-828	-8365	FAX (A/C, No):		
	57 Briarpark Dr., Suite 700 uston. TX 77042				E-MAIL ADDRES		tycerts@lock	tonaffinity.com		
				-			URER(S) AFFOF	DING COVERAGE	N	AIC #
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Named Insured LIONHEART PLACES, LLC.	Endorsement Number
1023 SPRINGDALE RD BLDG 6E	
AUSTIN, TX 78721-2442	Policy Number
	Symbol: WLR Number: C7228401A
Policy Period	Effective Date of Endorsement
10/01/2024 то 10/01/2025	02/03/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed policy.	only when this endorsement is issued subsequent to the preparation of the

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the schedule.

Schedule

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

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

() Blanket Waiver

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

- 2. Operations
- 3. Premium:

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

4. Advance Premium: INCLUDED

ATID. Have

Authorized Representative



CITY COUNCIL COMMUNICATION

Title: Award of RFP Old Town Downtown Master Plan

Date: 01/03/2025

From: Rick Vasquez Director of Planning; Leili Samuelson Procurement Manager

The Cibolo Planning Department with the assistance of the Finance Department - Procurement office, has completed the evaluation of Request for Proposal No. RFP Old Town Downtown Master Plan.

I. Background Information:

Based on Texas Local Government Code and our City Charter, Planning Department issued a Request for Proposal (RFP) to solicit responses for selection of a vendor to complete the Old Town Downtown Master Plan.

II. Bidders:

The RFP was posted on October 15, 2024. The following bidder submitted proposal by the published due date of November 15,2024.

Bidder	Address, City, State, Zip Code
Lionheart Places LLC	1023 Springdale Road, Suite 6-E Austin, Texas 78721
Kendig Keast Collaborative	77 Sugar Creek Center Boulevard, Suite 600 Sugar Land, TX 77478
Asakura Robinson	2500 Summer Street, Suite 3228 Houston, TX 77007
Halff	100 NE Loop 410, Suite 701, San Antonio, TX 78216
Covey Planning + Landscape Architecture	800 S. Austin Avenue , Georgetown, TX 78626
Design Workshop	812 San Antonio Street Suite 401 Austin, TX 78701
Able City	110 Broadway St. Ste. 590, San Antonio, TX 78205
DTJ DESIGN, Inc	3101 Iris Ave, Ste. 130, Boulder, CO 80301
Kimley-Horn and Associates, Inc.	2600 N Central Expy, Suite 400, Richardson, TX 75080

III. Evaluation Process

The Planning Department evaluated each proposal based on the following factors:

	Proposal Evaluation Criteria	Points
1.	Firm Background	10
2.	Project Experience and Qualifications	35
3.	Methodology and Technical Approach	30
4.	Ability to comply with Exhibit A Terms and Conditions	5
5.	Cost Proposal	20
6.	Oral Interviews	20
	Total	120

Interview was not conducted.

IV. Evaluation Results

The Evaluation Team determined that **Lionheart Places LLC**, with an <u>average score of 96.3 out of 100</u> possible points, met the requirements of this RFP and is the preferred provider set forth in the subject RFP. This determination was accomplished by evaluating their responses against the Evaluation Criteria.

Please see attached evaluation form: Bid Tab Evaluation

V. Procurement File

The procurement file for this solicitation is available at the Finance Department - Procurement office. Questions on procurement may be directed to the City's Procurement Manager, Leili Samuelson at Isamuelson@cibolotx.gov

25-144-03 - OLD TOWN/ DOWNTOWN MASTER PLAN

Scoring Summary

Active Submissions

	Total	CLARITY AND QUALITY OF PROPOSAL	Firm Background	Project Experience and Qualifications	Methodology and Technical Approach	Ability to comply with Exhibit A Terms and Conditions	Cost Proposal	Oral Interviews
Supplier	/ 120 pts	Pass/Fail	/ 10 pts	/ 35 pts	/ 30 pts	/ 5 pts	/ 20 pts	/ 20 pts
Lionheart Places LLC	96.3	Pass	9.75	33.5	28.25	5	19.8	-
Kendig Keast Collaborative	94.07	Pass	9.75	32.75	26.75	5	19.82	-
Asakura Robinson	93.34	Pass	8.75	31.5	28.25	5	19.84	-
Halff	92.07	Pass	9.75	32	27	3.5	19.82	-
Covey Planning + Landscape Architecture	91.61	Pass	8.25	30	28.5	5	19.86	-
Design Workshop	89	Pass	8.75	31	25	4.25	20	-
Able City	86.3	Pass	8	27.75	25.75	5	19.8	-
DTJ DESIGN, Inc	84.34	Pass	8	28.25	25.75	5	17.34	-
Kimley-Horn and Associates, Inc.	82.55	Pass	8.5	27	23.5	3.75	19.8	-



B. Discussion/Action to consider a request to release a 17 acre tract, described as ABS: 134 SUR Jose Flores; and, a 2 acre tract, described as ABS: 134 SUR Jose Flores, generally located at the 1100 block of Bolton Road, in Guadalupe County, from the City of Cibolo's 5-mile extraterritorial jurisdiction (ETJ). (Mr. Vasquez)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Discussion/Action Item: 14B.
From	
Rick Vasquez, Director of Economic Development and Planning	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Navigating ETJ Withdrawals in the Wake of Senate Bill 2038

In the aftermath of Senate Bill 2038's enactment, which took effect on September 1, 2023, and has been codified as Subchapter D of Chapter 42 of the Texas Local Government Code, municipalities across Texas are witnessing a surge in petitions from landowners and developers eager to withdraw from extraterritorial jurisdictions (ETJs). While some cities and towns may welcome these withdrawals, particularly where the administrative burden outweighs the benefits, contentious disputes are emerging along critical gateway tracts and strategic boundary areas where municipal interests are deeply entrenched.

Understanding ETJ and Its Implications

The concept of ETJ is defined under Section 42.021 of the Texas Local Government Code as "the unincorporated area that is contiguous to the corporate boundaries of a municipality." The extent of a municipality's ETJ is determined by its population size. For instance, a municipality with a population of 100,000 or more possesses an ETJ extending five miles beyond its boundaries.

The foundational purpose of the ETJ, as outlined in Section 42.001 of the Texas Local Government Code, is to "promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities." This legislative intent underscores the role of ETJs in facilitating orderly development, ensuring public safety, and preparing for potential future annexation.

The Impact of Senate Bill 2038

Senate Bill 2038 has significantly altered the landscape for ETJ governance by streamlining the withdrawal process for landowners and developers. This legislative shift empowers property stakeholders to more easily petition for release from a municipality's ETJ, thereby reducing municipal influence over development patterns in these unincorporated areas.

While this new legal framework provides greater autonomy for landowners, it also introduces complex challenges for municipalities. Key areas of concern include:

Strategic Land Use Conflicts: Disputes are intensifying in regions where municipalities have invested in long-term planning, infrastructure, and economic development initiatives. The potential withdrawal of such tracts can disrupt growth projections and compromise regional planning objectives.

Revenue and Service Implications: Municipalities often rely on ETJs for future annexation opportunities, which are critical for expanding the tax base and justifying infrastructure investments. The loss of ETJ territories may affect fiscal strategies and service delivery models.

Regulatory and Jurisdictional Challenges: The withdrawal of areas from ETJs can create regulatory gaps, particularly concerning environmental protections, building standards, and public safety regulations, leading to fragmented governance.

Navigating the Path Forward

Municipal leaders must adopt proactive strategies to address the evolving dynamics of ETJ withdrawals. Recommended actions include:

Engaging in Collaborative Dialogue: Foster open communication channels with landowners, developers, and regional stakeholders to negotiate mutually beneficial agreements and mitigate conflicts.

Reassessing Comprehensive Plans: Update comprehensive plans and growth strategies to reflect the changing ETJ landscape, ensuring that municipal objectives remain aligned with new jurisdictional realities.

Legal and Policy Review: Work closely with legal counsel to understand the implications of Senate Bill 2038 and explore potential legal avenues to protect municipal interests where disputes arise.

Advocacy and Legislative Engagement: Participate in legislative advocacy to influence future policy developments that balance the rights of landowners with the strategic needs of municipalities.

As Texas municipalities adapt to the implications of Senate Bill 2038, a nuanced approach that blends legal acumen, strategic planning, and stakeholder engagement will be essential in navigating the complex terrain of ETJ withdrawals.

Legal Challenges to Senate Bill 2038

The Texas Municipal League, using the City of Grand Prairie (the City) as its plaintiff, has advanced three primary arguments challenging SB 2038:

City's Argument #1: SB 2038 is an unconstitutional "private delegation of legislative authority" because it gives individual landowners the power to decide whether to remove their land from the ETJ.

Response: ETJs are creations of the Legislature, and municipalities have no constitutional right to maintain an ETJ. The Legislature holds the authority to define ETJs, determine the inclusion and exclusion of land, and establish related processes. Since the Legislature could abolish ETJs entirely, it logically retains the power to provide landowners with a mechanism to withdraw from them. Historically, landowners have used petition processes to detach from municipal control, not just ETJs but cities themselves. Grand Prairie's argument risks invalidating all such petition mechanisms, undermining established legislative authority.

Furthermore, SB 2038 addresses a genuine constitutional issue: prior to its enactment, ETJ landowners could be regulated by municipalities without electoral representation—a clear case of "regulation without representation." SB 2038 corrects this by granting landowners a democratic pathway to opt out. The City's argument ironically entrenches this undemocratic scenario by suggesting that even the Legislature cannot remedy the issue.

City's Argument #2: SB 2038 conflicts with §42.023 of the Local Government Code, which generally requires city consent via ordinance or resolution to reduce an ETJ.

Response: While §42.023 sets a general rule requiring city consent for ETJ reductions, specific statutory provisions override this when they mandate releases. For instance, §42.025 and §42.0251 obligate municipalities to release certain properties from ETJs upon meeting specified criteria. SB 2038 follows this precedent with mandates such as §42.105(c) and §42.155, which stipulate that municipalities "shall immediately release" areas meeting petition requirements. If city consent could nullify these mandates, it would render them ineffective, contradicting legislative intent.

Courts can harmonize these provisions by interpreting the consent requirement as a procedural formality once statutory conditions are met, compelling cities to issue the necessary ordinances or resolutions.

City's Argument #3: SB 2038's petition mechanism is unconstitutional because it allows a majority of registered voters in an area to mandate ETJ withdrawal without ensuring notice and a hearing for minority landowners.

Response: This argument likely faces standing issues, as it concerns the rights of minority landowners rather than municipal interests. Practically, petitions are filed by landowners seeking to withdraw their own property, not others'. In rare cases where minority landowners are affected, they can request re-inclusion into the ETJ. Given municipalities' preference for maintaining jurisdiction, such requests would likely be granted.

Navigating the Path Forward

Municipal leaders must adopt proactive strategies to address the evolving dynamics of ETJ withdrawals. Recommended actions include:

- **Engaging in Collaborative Dialogue:** Foster open communication channels with landowners, developers, and regional stakeholders to negotiate mutually beneficial agreements and mitigate conflicts.
- **Reassessing Comprehensive Plans:** Update comprehensive plans and growth strategies to reflect the changing ETJ landscape, ensuring that municipal objectives remain aligned with new jurisdictional realities.
- Legal and Policy Review: Work closely with legal counsel to understand the implications of Senate Bill 2038 and explore potential legal avenues to protect municipal interests where disputes arise.
- Advocacy and Legislative Engagement: Participate in legislative advocacy to influence future policy developments that balance the rights of landowners with the strategic needs of municipalities.

The City of Cibolo City Council, on February 27, 2024, passed Resolution No. 1666, intervening as co-plaintiff, joining fifteen other municipalities, as plaintiffs in City of Grand Prairie v. the State of Texas, challenging Senate Bill 2038.

STAFF RECOMMENDATION:

Staff recommends denial of the request

FINANCIAL IMPACT:

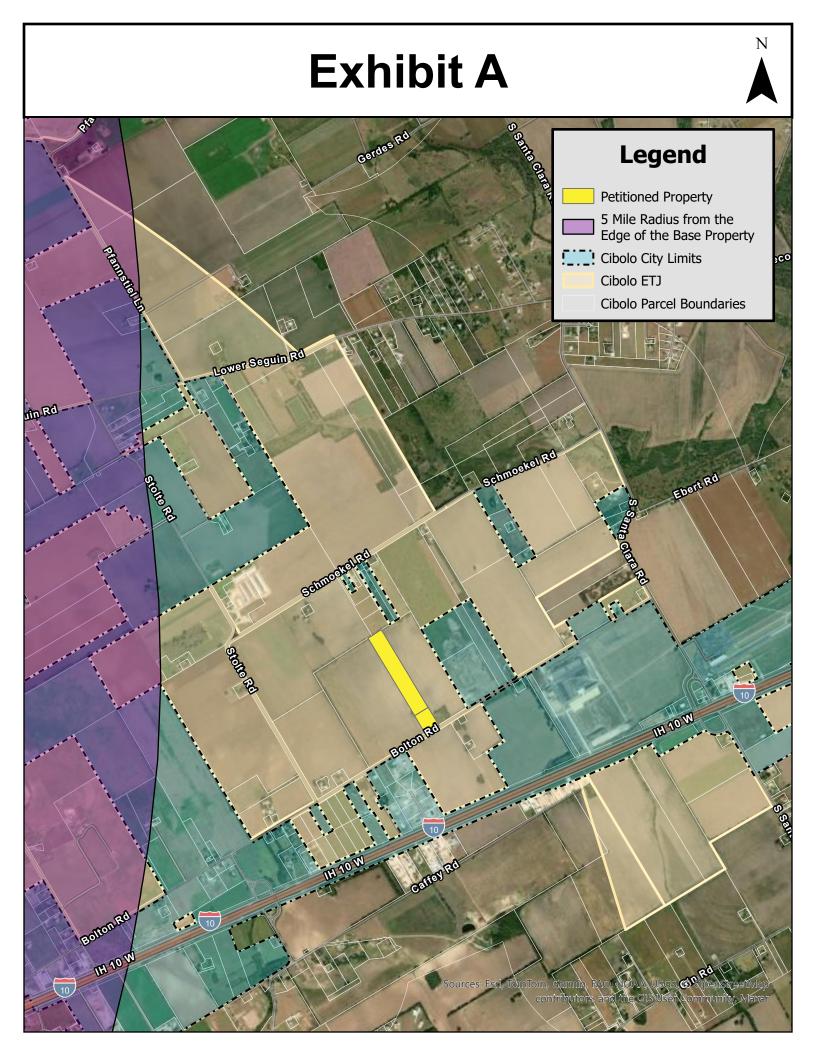
N/A

MOTION(S):

I move to deny Cschuco, Inc., petition to remove property from the City's extra-territorial jurisdiction because Senate Bill 2038, Local Government Code Section 42.104 and Section 42.105 are unconstitutional delegations of legislative authority in conflict with Local Government Code Section 42.023, and the City does not consent to removal of the property from it's extraterritorial jurisdiction.

Attachments

<u>1188 Bolton Road ETJ Buffer map.pdf</u> ETJ Release Petition - 1188 Bolton Rd Cshuco Inc 2024-12-28.pdf GrandPraire Lawsuit Appendix A.pdf TLGC Chap 42, Subchapter D.pdf Warranty Deed_Clean.pdf RES 1666 02_27_2024 Grand Prairie v State of TX.pdf



Red sat. 12/28/2024 Mon. 12/30/2024



December 11, 2024

City Secretary – Peggy Cimics City of Cibolo 200 South Main Street Cibolo, TX 78108

Subject: Cschuco, Inc. SB 2038 Petition Release of area by petition of landowner from Extraterritorial Jurisdiction

To whom it may concern,

Cschuco, Inc. owns the following parcels located at 1188 Bolton Rd, Cibolo, TX in Guadalupe County -Property IDs: 63352, 63353.

Cschuco, Inc. represents a majority in value title holder of the land described in this petition. The legal descriptions per Guadalupe CAD records are as follows:

ID No. 63352: ABS: 134 SUR: JOSE FLORES 17.0000AC ID No. 63353: ABS: 134 SUR: JOSE FLORES 2.0000AC

This letter is being provided to serve as a formal petition to release the subject properties from the City of Cibolo Extraterritorial Jurisdiction (ETJ). This petition for release is allowed per Local Government Code (LGC), Chapter 42, Subchapter D, which was enacted by the by the Legislature of the State of Texas through Senate Bill 2038, effective September 1, 2023. Per LGC Section 42.101, the property is not located: within five miles of the boundary of a military base, in an area that was voluntarily annexed into the ETJ, within an ETJ of a municipality with a population of more than 1.4 million, in an area designated as an industrial district under Section 42.044, or in an area subject to a strategic partnership agreement entered into under Section 43.0751.

As the President of Cschuco, Inc., I have full authority to sign on behalf of the holder of title of the land as required by LGC Section 42.104(a)(2). As required by LGC Section 42.104(d), attached are copies of the Guadalupe County CAD Property Details, a recent title survey and warranty deed containing a metes and bounds description of the parcels.

Owner's Contact Information: Cschuco, Inc. 14439 NW Military Highway San Antonio, TX 78231 Attn: Christopher Thomas Schuchardt 210-557-4961

Office P.O. Box 2205 Boerne, TX 78006



Main 830.249.8284 | Fax 830.249.0221

Texas Registered Engineering Firm #F-4524

24 Texas Registered Geoscience Firm #50112 westwardeny.com Cschuco, Inc. ETJ Removal 11602-002 Westward Environmental, Inc. 11/21/24

Engineer's Contact Information: Westward Environmental, Inc. Attn: Vance Houy, PE 4 Shooting Club Rd Boerne, TX 78006 <u>whouy @westwardenv.com</u> (830) 249-8284

Respectfully Submitted,

Christopher Thomas Schuchardt President - Cschuco, Inc. Date of birth: 05/01/1989

Attachments: Guadalupe Property Details - Property IDs 63352, 63353 Warranty Deed of Property IDs: 63352, 63353 Land Survey of 18.99 acres of Property IDs: 63352, 63353

Property Details				
Account				
Property ID:	63352	Geographic ID: 2G0134-0000-02900-0-00		
Туре:	R	Zoning:		
Property Use:				
Location				
Situs Address:	BOLTON RD			
Map ID:	P-6	Mapsco:		
Legal Description:	ABS: 134 SUR: JOSE FLORES 17.0000AC			
Abstract/Subdivision:	G_A0134			
Neighborhood:	(RURAL_G29) RURAL NBHD GEO REGION			
Owner				
Owner ID:	292874			
Name:	EWALD DANIEL & CAROL EWALD HAGEN			
Agent:				
Mailing Address:	8508 GRANADA HILLS DR AUSTIN, TX 78737			
% Ownership:	100.0%			
Exemptions:	For privacy reasons not all exemptions are shown online.			

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$477,107 (+)

Market Value:

\$477,107 (=)

Ag Use Value:	\$4,199
Assessed Value:	\$4,199
Circuit Breaker: 🛛	\$0 (-)
•	
HS Cap Loss: 🕜	\$0 (-)
Appraised Value:	\$4,199 (=)
Agricultural Value Loss: @	\$472,908 (-)

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: EWALD DANIEL & CAROL EWALD HAGEN %Ownership: 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax
GCO	GUADALUPE COUNTY	\$477,107	\$4,199	\$11.03
LTR	LATERAL ROAD	\$477,107	\$4,199	\$2.27
MAS	MARION ISD	\$477,107	\$4,199	\$47.61
CAD	APPRAISAL DISTRICT	\$477,107	\$4,199	\$0.00

Total Tax Rate: 1.450600

Estimated Taxes With Exemptions: \$60.91

Estimated Taxes Without Exemptions: \$6,920.92

Pr	roperty Land						
Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
D3G	TILLABLE GOOD	17.00	740,520.00	0.00	0.00	\$477,107	\$4,199

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Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$477,107	\$4,199	\$4,199	\$0	\$4,199
2023	\$0	\$354,620	\$4,165	\$4,165	\$0	\$4,165
2022	\$0	\$257,418	\$4,114	\$4,114	\$0	\$4,114
2021	\$0	\$236,857	\$4,046	\$4,046	\$0	\$4,046
2020	\$0	\$231,373	\$4,012	\$4,012	\$0	\$4,012
2019	\$0	\$214,297	\$3,553	\$3,553	\$0	\$3,553
2018	\$0	\$236,502	\$3,349	\$3,349	\$0	\$3,349
2017	\$0	\$191,577	\$3,196	\$3,196	\$0	\$3,196
2016	\$0	\$150,166	\$3,026	\$3,026	\$0	\$3,026

Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
	OT	OTHER	а	EWALD ROBERT & L	557	393	(
3/30/2007	TD	SUB TRUSTEES DEED	EWALD ROBERT & L	EWALD IRREVOCABLE TRUST			
3/30/2007	WD	WARRANTY DEED	EWALD IRREVOCABLE TRUST	EWALD IRREVOCABLE TRUST	2977	0803	11-00512{
11/15/2023	SWD	SPECIAL WARRANTY DEED	EWALD IRREVOCABLE TRUST	EWALD DANIEL & CAROL EWALD HAGEN	2023	99028147	202399028147
	2 2	and the state of the state of	10 million (1997)		1. 2 C.C	Ser Children III	

Property Details		an a the off an end of the state of the angle of an angle of a state of the			
Account					
Property ID:	63353	Geographic ID: 2G0134-0000-02910-0-00			
Туре:	R	Zoning:			
Property Use:					
Location					
Situs Address:	1188 BOLTON RD				
Map ID:	P-6	Mapsco:			
Legal Description:	ABS: 134 SUR: JOSE FLORES 2.0000AC				
Abstract/Subdivision:	G_A0134				
Neighborhood:	(RURAL_G29) RURAL NBHD GE	O REGION			
Owner					
Owner ID:	292874				
Name:	EWALD DANIEL & CAROL EWAL	D HAGEN			
Agent:					
Mailing Address:	8508 GRANADA HILLS DR AUSTIN, TX 78737				
% Ownership:	100.0%				
Exemptions:	For privacy reasons not all exemptions are shown online.				

Property Values

Immersion and I family attended to	
Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$30,162 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$42,888 (+)
Agricultural Market Valuation:	\$18,242 (+)
Market Value:	\$91,292 (=)

Ag Use Value:	\$161
Assessed Value:	\$73,211
Circuit Breaker: 🖗	\$0 (-)
HS Cap Loss: 🕜	\$0 (-)
Appraised Value:	\$73,211 (=)
Agricultural Value Loss:	\$18,081 (-)

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: EWALD DANIEL & CAROL EWALD HAGEN %Ownership: 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax
GCO	GUADALUPE COUNTY	\$91,292	\$73,211	\$192.33
LTR	LATERAL ROAD	\$91,292	\$73,211	\$39.53
MAS	MARION ISD	\$91,292	\$73,211	\$830.14
CAD	APPRAISAL DISTRICT	\$91,292	\$73,211	\$0.00

Total Tax Rate: 1.450600

Estimated Taxes With Exemptions: \$1,062.00

Estimated Taxes Without Exemptions: \$1,324.28

Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ACRE	ACRE	1.35	58,806.00	0.00	0.00	\$37,888	\$0
UTIL	UTILITY	0.00	0.00	1.00	0.00	\$5,000	\$0
D3G	TILLABLE GOOD	0.65	28,314.00	0.00	0.00	\$18,242	\$161

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$30,162	\$61,130	\$161	\$73,211	\$0	\$73,211
2023	\$36,087	\$41,720	\$0	\$77,807	\$0	\$77,807
2022	\$71,615	\$35,284	\$0	\$106,899	\$0	\$106,899
2021	\$55,434	\$32,865	\$0	\$88,299	\$0	\$88,299
2020	\$53,513	\$32,220	\$0	\$85,733	\$0	\$85,733
2019	\$53,668	\$30,211	\$0	\$83,879	\$0	\$83,879
2018	\$52,398	\$32,824	\$0	\$85,222	\$6,922	\$78,300
2017	\$51,477	\$27,539	\$0	\$79,016	\$7,834	\$71,182
2016	\$42,044	\$22,667	\$0	\$64,711	\$0	\$64,711

Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Numbe
	OT	OTHER		EWALD ROBERT & L	557	393	C
3/30/2007	TD	SUB TRUSTEES DEED	EWALD ROBERT & L	EWALD IRREVOCABLE TRUST			
3/30/2007	WD	WARRANTY DEED	EWALD IRREVOCABLE TRUST	EWALD IRREVOCABLE TRUST	2977	0803	11-005128
11/15/2023	SWD	SPECIAL WARRANTY DEED	EWALD IRREVOCABLE TRUST	EWALD DANIEL & CAROL EWALD HAGEN	2023	99028147	202399028147
	ALL BARREN	NUMBER OF STREET, STRE	A REAL PROPERTY OF A REAL PROPERTY OF		ALL DESCRIPTION OF A	Description from	1 (The second se

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GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 1 OF 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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GENERAL WAR	RANTY DEED WITH VENDOR'S LIEN
STATE OF TEXAS	RANTY DEED WITH VENDOR'S LIEN S KNOW ALL BY THESE PRESENTS: OPDAH
COUNTY OF GUADALUPE	§ KNOW ALL BY THESE PRESENTS:
Date: November 4, 20	024 NOT
Grantor: DANIEL NEAL EWA CAROL ANN EWAI	ALD (aka Daniel Ewald) and LD HAGEN (aka Carol Ewald Hagen)
Grantor's Mailing Address:	8505 Granada Hills Dr. Austin, Texas 78737
Grantee: CSCHUCO, INC., a Texas corporation	HOFFE
Grantee's Mailing Address:	222 Hompine Hills San Antonio, Texas 78260

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the amount of \$550,000.00 advanced to Grantee by FROST BANK ("Lender"), which funds Grantee has agreed to repay in accordance with the terms of that certain promissory note of even date herewith ("Note") executed by Grantee and payable to the order of Lender and secured with the certain Deed of Trust in favor of Dan J. Guarino of even date herewith

Property (including any improvements): See Exhibit A attached hereto and incorporated herein for all purcesses

Reservations from Conveyance: None

-14-1-4-1-1-1-1

Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject only to the certain matters set forth on <u>Exhibit B</u> attached hereto and made a part hereof for all puposes

Grantor is responsible for all real property taxes and assessments as to the Property for the current year and subsequent years are the responsibility of Grantee and are assumed by Grantee.

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 2 OF 5

<text><text><text><text> Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, hereby grants, sells, and conveys unto Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person. whomsoever lawfully claiming or to claim the same or any part thereof, except as to the

A vendor's lien is retained against the Property, and in consideration of Lender's advance of funds, is hereby assigned and conveyed to Lender for the security of and until the full and

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EXECUTED TO BE EFFECTIVE as of the date first set forth above.

GRANTOR:

DANIEL NEAL EWA

STATE OF TEXAS δ 50 60 COUNTY OF Bradalupe

JI RECORDABLE BEFORE ME, the undersigned authority, on this day personally appeared DANIEL NEAL EWALD, known by me to be the person whose name is superibed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expresse

Given under my hand and seal of office, this 4 November 2024.

Notary Public, in and for the State of Texas MARNIE L. AMONGOL CAROL ANN EWALD H My Notary ID # 133095336 Expires May 12, 2025 STATE OF TEXAS COUNTY OF Gx A COLUME

BEFORE ME, the undersigned authority, on this day personally appeared CAROL ANN EWALD HAGEN, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consi Cration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this 4 day of November, 2024.

Notary Public, in and for the State of Texas

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MARNIEL AMONGOL My Notary ID # 133095336

Expires May 12, 2025

4875-4380-1076, v. 1

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 4 OF 5

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEING AN 18.99 ACRE TRACT OUT OF THE JOSE FLORES SR. SURVEY NUMBER 63, ABSTRACT NUMBER 134, IN GUADALUPE COUNTY, TEXAS, AND CALLED 19 ACRES IN A WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT EWALD AND WIFE, LUCILLE EWALD RECORDED IN VOLUME 557, DROF 393, DEED RECORDS OF GUADALUPE COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: at a set 1/2 inch iron rod with yellow cap stamped "ALLIANCE LAND SURVEYING RPLS 4716" on the nonin right-of-way line of Bolton Road (existing public right-of-way), the southeast corner of a 78.72 acre tract described in a deed to Bernice W. Cuellar recorded in Volume 2093, Page 847, Official Public Records, Guadalupe County, Texas, the southwest corner hereof, having Texas State Plane coordinates of N: 13,736,797.85 and E: 2,236,996.35, South Central Zone 4204, Grid;

- THENCE: North 31°28'58' West 2414.84' with the east line of said 78.2' acre tract to a found square iron pin on the south line of a 112.90 acre tract described in a bed to Donna R. Schmoekel inevocable Trust recorded in Document Number 2023 9223485, Official Public Records, Guadalupe County, Texas, the northwest corner hereof
- THENCE: North 57°36'00" East with the south line of stor 112.90 acre tract pass a 4" concrete square monument at a distance of 97.40' and continuing for a total of 342.50' to a found square iron pin on the south line of a 5.000 acre tract orscribed in a deed to Jelfrey C. Norte recorded in Document Number 202199025833, Official Public Records, Guadalupe County, Texas, and the northwest corner of a 41.03 acre tract described in a deed to Glenn H. Winkelmann recorded in Volume 2093, Page 851, Official Public Records, Guadalupe County, Texas, the northeast corner hereof;
- THENCE: South 31°29'01" East 23 22' with the west line of said 41.03 acre tract to a found 1/2 inch iron rod for the southways orner of said 41.03 acre tract, from which a found 1/2 inch iron rod North 23°17'07" East 1.3', the southeast corner hereof;
- THENCE: South 58°05'00, Yest 342.50' with the North right-of-way of Bolton Road to the POINT OF BEGINNING of this 18,99 Acre (827,511 square feet) tract in Guadalupe County, Texas.

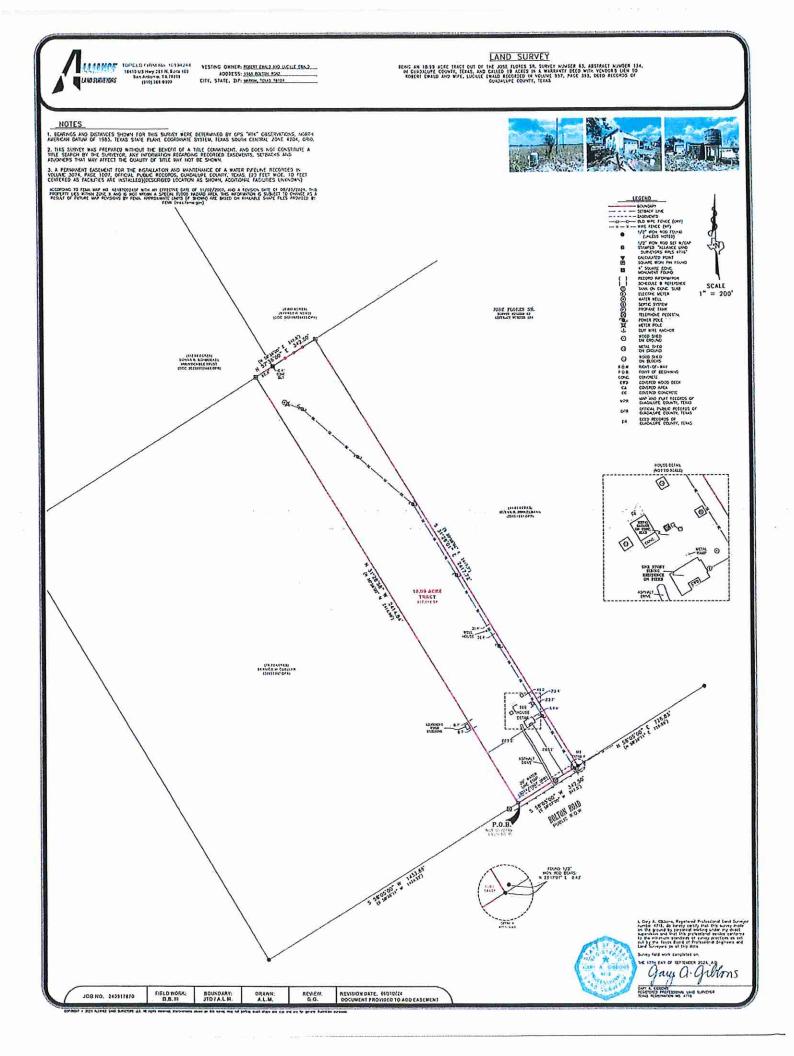
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D-1-G	007785 Velva L. Price District Clerk Travis County	
CAUSE NO		D-1-GN-23-007785 Ruben Tamez
CITY OF GRAND PRAIRIE, <i>Plaintiff</i> ,	§ § §	IN THE DISTRICT COURT
V.	ş	TRAVIS COUNTY, TEXAS
THE STATE OF TEXAS, Defendants.	8 20 § §	61ST, DISTRICT COURT

PLAINTIFF'S ORIGINAL PETITION FOR DECLARATORY RELIEF

Plaintiff, the City of Grand Prairie ("Grand Prairie"), files this Original Petition for Declaratory Judgment against Defendant, the State of Texas ("Texas"), challenging Senate Bill 2038 ("SB 2038"). Grand Prairie shows as follows:

I. INTRODUCTION

In 1963, with the adoption of the Municipal Annexation Act—clearly, a legislative act—the Legislature established municipal extraterritorial jurisdictions ("ETJ"). Under the Act, the only mechanism to remove land from a municipality's ETJ is by written consent of the municipality's governing body via ordinance or resolution, i.e., via a legislative act of the city council. However, SB 2038, effective September 1, 2023, allows individuals to "opt out" of a city's ETJ with no notice to nearby property owners, no oversight by any branch of government, and without the requisite legislative consent of the governing body. Put simply, SB 2038 is an unconstitutional delegation of legislative authority to private parties and must be found unconstitutional.

Almost immediately since SB 2038 became effective, cities across the state began receiving petitions for the removal of property from their ETJ. Grand Prairie

10/25/2023 4:31 PM

has already received four¹ and more are expected. SB 2038 represents an unconstitutional delegation of legislative authority to private parties because it fails the eight-part standard articulated by the Texas Supreme Court.² While delegations of legislative decision-making to private parties are not per se unconstitutional, they are subject to more stringent requirements and accorded less judicial deference.³

Delegations of legislative authority violate the separation of powers doctrine when they are open-ended, permanent, not subject to meaningful review by another branch of government, are made by individuals with a pecuniary interest in the outcome, and affect the rights of third-parties whose interests are not represented in the decision-making process.⁴ Accordingly, because SB 2038's petition process for automatic ETJ removal fails the Texas Supreme Court's test for permissible delegations of legislative authority on every applicable standard, Grand Prairie seeks a declaration that SB 2038 is facially unconstitutional and violates Article II, Section 1 of the Texas Constitution, rendering the entirety of Subchapter D of Chapter 42 of the Local Government Code void.

¹ Two petitions were statutorily complete and have been denied by the City Council pursuant to the express legislative authority provided to cities pursuant to section 42.023 of the Texas Local Government Code, discussed *infra*, which requires the consent of the governing body before its ETJ can be reduced. Tex. Loc. Gov't Code § 42.023. Those two petitions are attached hereto as **Exhibit 1**. Two more petitions have been received as of the date of the filing of this Original Petition but were not presented to the governing body for consideration because they were statutorily deficient. They are attached hereto as **Exhibit 2**. Grand Prairie fully anticipates that these two petitions will be refiled with the required information.

² FM Properties Operating Co. v. City of Austin, 22 S.W.3d 868, 873 (Tex. 2000); Texas Boll Weevil Eradication Found., Inc. v. Lewellen, 952 S.W.2d 454, 466–67 (Tex.1997); Housing Auth. of Dallas v. Higginbotham, 135 Tex. 158, 143 S.W.2d 79, 87 (1940).

³ *FM Properties Operating Co.*, 22 S.W.3d at 874.

 $^{^4}$ Id.

Additionally, and alternatively, if necessary, SB 2038's petition mechanism permits property to be included in a petition request under two scenarios – if it is signed by more than 50 percent of the registered voters of the area to be released, or if it is signed by a "majority in value of the holders of the land... as indicated by the tax rolls" to be released.⁵ Although its purported purpose is to allow property owners to control whether their property is in a city's ETJ, SB 2038 provides absolutely no mechanism for the 49 percent of registered voters or owners of a "minority in value" to receive *advance* notice that their property is being included in an ETJ release petition or a meaningful opportunity to be heard *prior* to the purportedly automatic removal of their property from a city's ETJ and object to their release.⁶

Instead, SB 2038 only requires a city to notify residents and landowners subject to a petition of "the *results* of the petition," and a city can satisfy this requirement simply by notifying the *person who filed the petition*.⁷ Grand Prairie has standing to challenge the constitutionality of SB 2038 under due course of law and equal protection grounds because the automatic removal of property from the City's regulatory authority causes it to lose its ability to equally enforce its generally applicable police power regulations applicable in its ETJ⁸; therefore, it requests a

⁵ Tex. Loc. Gov't Code § 42.104(a). SB 2038 defines neither "majority in value," nor the phrase "as indicated by the tax rolls." This begs multiple questions—which year's tax roll must be consulted? Which value controls? Since SB 2038 does not mandate that the most recent taxable value must be used, these are open questions.

⁶ Tex. Loc. Gov't Code § 42.105. Notably, even if such property owners were given advance notice and an opportunity to be heard, because the removal mechanism purports to be automatic, such participation would be rendered meaningless.

 $^{^{7}}$ Id.

⁸ Grand Prairie respectfully asks the Court to take judicial notice of its Charter and Code of Ordinances, which it maintains in a publicly available form. See Tex. R. Evid. 204; *Farahnak v. City*

declaratory judgment that would invalidate SB 2038, which would remedy Grand Prairie's injury.⁹ This presents a ripe challenge because once a city receives a removal petition, removal purports to be automatic based only on the passage of time. Accordingly, Grand Prairie seeks a declaration that SB 2038's petition mechanism is unconstitutional because it violates due course of law and equal protection, in violation of Texas Constitution, Article I, Section 19, by preventing cities from equally enforcing generally applicable ETJ regulations against similarly situated properties in the ETJ, which have not requested to be released and for which the governing body's consent for removal was not granted.

Additionally, and alternatively, if necessary, SB 2038 (section 42.105) irreconcilably conflicts with section 42.023 in that the aforementioned provisions may not be harmonized and are *in pari materia*.¹⁰ Therefore, because section 42.023 is the more specific provision requiring the consent of the governing body before ETJ may be reduced compared to the more general removal "by operation of law," Grand Prairie seeks a declaration that section 42.023 as the more specific statute prevails over the more general section 42.105.

of Southlake Bd. of Adjustment, No. 02-21-00202-CV, 2022 WL 405899, at *1 (Tex. App.—Fort Worth Feb. 10, 2022, pet. denied) (taking judicial notice of code of ordinances maintained on the internet). https://library.municode.com/tx/grand_prairie/codes/code_of_ordinances

⁹ See Wilson v. Andrews, 10 S.W.3d 663, 669 (Tex. 1999) (cities have standing to assert declaratory claims based on due course and equal protection violations where they have alleged concrete injuries and have asked for a remedy that, if granted, would end the controversy); *Tex. Ass'n of Bus. v. Tex. Air Control Bd.*, 852 S.W.2d 440, 444-46 (Tex. 1993) (discussing standing requirements under Texas Constitution as set forth in TEX. CONST. art. 1, § 13).

¹⁰ See Goldstein v. State, 803 S.W.2d 777, 788 (Tex. App.—Dallas 1991, pet ref'd) (discussing elements of *in pari materia*).

Additionally, and strictly in the alternative, if necessary, in the unlikely event that the court determines the two aforementioned provisions can be harmonized, Grand Prairie seeks the following declaration. SB 2038 purports to impose an automatic duty on a city to release property from its ETJ if it receives a petition from a property owner; however, Chapter 42 of the Texas Local Government Code also provides that a city's ETJ may not be reduced without the consent of the governing body.¹¹ Had the Legislature intended to remove the requirement that the governing body's discretionary consent was required before a city's ETJ is reduced, it would have said so. Since it did not, the only way to harmonize SB 2038 with section 42.023 is by finding that ETJ is removed by operation of law *only* if the governing body first gives its discretionary consent for the reduction in ETJ. Without such discretionary consent, a petition for ETJ removal is necessarily ineffective and cannot proceed "by operation of law" because the law prohibits it. Accordingly, arguing strictly in the alternative in the unlikely event that the court finds the statutes in question can be harmonized, Grand Prairie seeks a declaration that SB 2038 and section 42.023 of the Local Government Code can *only* be harmonized by finding that ETJ is removed by operation of law only if the governing body first gives its written consent for the reduction in ETJ in accordance with section 42.023 of the Local Government Code.

Additionally, and alternatively, if necessary, because SB 2038 allows individual landowners to force cities to conduct elections to remove the landowner's own property from a city's ETJ where residents of the ETJ are the only ones eligible

¹¹ Tex. Loc. Gov't Code Ann. § 42.023.

to vote for release, Subchapter E of Chapter 42 of the Local Government Code suffers from the same unconstitutional delegation problems as Subchapter D for the reasons previously stated, in violation of Texas Constitution Article II, Section 1.¹² In addition, SB 2038 only permits property owners who reside in the ETJ to vote on its status. In addition to being an unconstitutional delegation of legislative authority, this also violates the Texas Constitution's guarantee of equal protection, in violation of Article I, Section 3. Accordingly, Grand Prairie seeks a declaration that SB 2038 is unconstitutional in its entirety.

Additionally, and alternatively, if necessary, SB 2038 contains no severability clause; If all provisions in a statute are essentially and inseparably connected in substance, like in SB 2038, then severance of part of the statute based on its constitutional infirmity is not proper and the entire statute fails. *See Rose v. Doctors Hosp.*, 801 S.W.2d 841, 844 (Tex. 1990); *Horizon/ CMS Healthcare Corp. v. Auld*, 34 S.W.3d 887, 902 (Tex. 2000). The Court should invalidate the entirety of SB 2038. *National Federation of the Blind of Texas, Inc. v. Abbott*, 647 F.3d 202 (5th Cir. 2011) (applying Texas law).

¹² Tex. Loc. Gov't Code §§ 42.151 - 42.156.

II. PARTIES AND SERVICE OF PROCESS

The City of Grand Prairie, Texas is a home rule municipality.¹³

Defendant, the State of Texas, may be served with process through the Texas Secretary of State, 1019 Brazos Street, Austin, TX 78701.

III. DISCOVERY CONTROL PLAN

Pursuant to Rule 190.4 of the Texas Rules of Civil Procedure, Grand Prairie intends that discovery, if any, be conducted under Level 3.

IV. JURISDICTION AND VENUE

This Court has jurisdiction over the State of Texas because it is domiciled in and does business in Travis County, Texas and/or resides and has its principal place of business in Texas. The subject matter in controversy is within the jurisdictional limits of this Court, and the Court has jurisdiction over this action pursuant to article V, section 8, of the Texas Constitution and Section 24.007 of the Texas Government Code, as well as the Texas Uniform Declaratory Judgments Act ("UDJA"), Tex. Civ. Prac. & Rem. Code § 37.001, et seq.

Under Texas Rule of Civil Procedure 47(c)(5), Grand Prairie seeks nonmonetary declaratory and injunctive relief.

Venue is proper in the District Court of Travis County, Texas because the State of Texas is a party to this lawsuit that seeks to declare a state law unconstitutional, void, and unenforceable, Tex. Civ. Prac. & Rem. Code § 15.014, and because all or a

¹³ In accordance with Texas Local Government Code § 9.008(b), Grand Prairie asks this Court to take judicial notice of the provisions of its published Charter, and status thereunder as a Texas home rule city.

substantial part of the events or omissions giving rise to the claims presented herein occurred in Travis County, Texas. Tex. Civ. Prac. & Rem. Code § 15.002(a)(1). The Texas Attorney General has been served with a copy of this lawsuit contemporaneous with the filing of this lawsuit. See Tex. Civ. Prac. & Rem. Code § 37.006(b).

V. STANDING, WAIVER OF IMMUNITY, AND RIPENESS

Grand Prairie has a present, justiciable interest in challenging the constitutionality of SB 2038 because as of the filing of this lawsuit, it has received four separate petitions (and counting) for release from the City's ETJ.¹⁴ Pursuant to the express terms of SB 2038, property-owner petitioners possess the unilateral right to force the removal of land from Grand Prairie's ETJ, which purports to occur by operation of law if the City takes no action to approve each petition, notwithstanding the fact that a city's ETJ cannot be reduced without the consent of the governing body.¹⁵ The mere filing of these petitions with the City purports to trigger the inevitable removal of these properties from Grand Prairie's ETJ based on nothing more than the passage of time.¹⁶ This constitutes tangible, imminent harm to the City of Grand Prairie and other Texas cities that have also received petitions for ETJ release.

Grand Prairie's interest in protecting the health, safety and welfare of all persons residing in and adjacent to its borders, and also in equally enforcing its

¹⁴ See Exhibits 1 and 2.

¹⁵ Tex. Loc. Gov't Code § 42.023.

¹⁶ Tex. Loc. Gov't Code § 42.105.

generally applicable laws that apply to all property within its ETJ,¹⁷ provides it with a sufficient stake in the controversy (i.e., standing) to assure the presence of an actual controversy that the declaration sought will resolve.¹⁸ Grand Prairie's interest in the declarations it seeks is not theoretical. On October 10, 2023, the Grand Prairie City Council at a duly called meeting exercised its statutorily authorized legislative discretion¹⁹ and denied the two statutorily compliant petitions it has received.

Because Grand Prairie has received (and expects to continue to receive) petitions for the release of property from its ETJ and has acted pursuant to its statutory authority to deny the requested releases, there is a real and present controversy between the parties, which will be determined by the judicial declarations sought.²⁰ Under this standard, Grand Prairie has standing to assert the claims raised herein.²¹

Undeniably, the clock on SB 2038 is already ticking, not just because of the conflict between it and existing law, but because it unconstitutionally delegates legislative authority to individuals and under the terms of SB 2038 irreversibly removes this discretionary legislative decision from the City. There is a substantial

¹⁷ Tex. Loc. Gov't Code § 42.001.

¹⁸ See Tex. Ass'n of Bus. v. Tex. Air Control Bd., 852 S.W.2d 440, 444 (Tex. 1993) (discussing standing in UDJA context).

¹⁹ Tex. Loc. Gov't Code § 42.023.

²⁰ See Sw. Elec. Power Co. v. Lynch, 595 S.W.3d 678, 685 (Tex. 2020) (describing ripeness in the UDJA context).

²¹ See Patel v. Tex. Dep't of Licensing & Regulation, 469 S.W.3d 69, 77 (Tex. 2015) (describing standing doctrine in context of challenge of state statutes).

likelihood that the requested declaratory relief sought will remedy the alleged injury suffered by Grand Prairie (and other Texas cities) caused by SB 2038.²²

Texas' immunity is clearly and unambiguously waived in this declaratory judgment action challenging the constitutionality of SB 2038.²³

VI. FACTUAL BACKGROUND AND LEGAL LANDSCAPE OF ETJs

In 1963, the Texas Legislature enacted the Municipal Annexation Act, Tex. Rev. Civ. Stat. Ann. art. 970a.²⁴ In addition to regulating annexation, the Municipal Annexation Act established the concept of ETJ in Texas. The Act created a tiered system of ETJ for cities and towns of various populations and authorized the exercise of certain powers by cities and towns in their newly created ETJ.²⁵ But the Act is not the first instance of the Legislature granting cities the power to act beyond their borders. The Legislature granted cities the legislative authority to exercise extraterritorial power at least since 1913 to control nuisances, for example.²⁶

The Legislature established municipal ETJ (i.e., the "unincorporated area that is contiguous to the corporate boundaries" of a city)²⁷ "to promote and protect the general health, safety, and welfare of persons residing in and adjacent to" cities and

²² See Meyers v. JDC/Firethorne, Ltd., 548 S.W.3d 477, 485 (Tex. 2018) (discussing standing and redressability).

See Tex. Civ. Prac. & Rem. Code § 37.006(b); Tex. Dep't of Transp. v. Sefzik, 355 S.W.3d 618, 622 (Tex. 2011).

Act of March 25, 1963, 58th Leg., R.S., ch. 160, 1963 Tex. Gen. Laws 447 (codified Act of 1987, 70th Leg., R.S., ch. 149 § 1, 1987 Tex. Gen. Laws 707, 741). The Act was not substantially changed in either the 1987 codification or 1999 recodification.

²⁵ Tex. Rev. Civ. Stat. art. 970a. (now Tex. Loc. Gov't Code § 42.021).

²⁶ See Act of April 7, 1913, 33d Leg., R.S., ch. 147, § 4, 1913 Tex. Gen. Laws 307, 310 ("That each city shall have the power to define all nuisances and prohibit the same within the city *and outside the city limits for a distance of five thousand feet*; to have the power to police all parks or grounds, speedways, or boulevards owned by said city and lying outside of said city") (emphasis supplied). ²⁷ Tex. Loc. Gov't Code § 42.021.

provide a buffer zone outside of a city's corporate limits in which cities could exercise limited, discretionary legislative authority.²⁸ An ETJ is a statutory creation of the Texas Legislature and a city's authority to regulate within it is wholly derived from that "*legislative* grant of authority."²⁹

SB 2038, which became effective on September 1, 2023, amended Chapter 42 of the Local Government Code by adding Subchapter D, which provides, in pertinent part, that upon being presented with a valid petition for release from a city's extraterritorial jurisdiction ("ETJ") by "more than 50 percent of the registered voters of an area" or "a majority in value of the holders of title of land in an area," a city must release the land from its ETJ, or it will be automatically released by operation of law. Tex. Loc. Gov't Code Ann., §§42.101 – 42.105.³⁰

A. Establishment and Exercise of Extraterritorial Authority is Constitutional.

The question of whether a city may lawfully possess the power to act beyond its borders is not a new one. In 1978, the United States Supreme Court upheld the constitutionality of municipal extraterritorial regulatory authority as a rational legislative response to problems faced by cities.³¹ While the stated rationale for SB 2038 was to protect property owners who allegedly "have no vote or voice in the

²⁸ Tex. Loc. Gov't Code § 42.001.

²⁹ Town of Annetta S. v. Seadrift Dev., L.P., 446 S.W.3d 823, 826 (Tex. App.—Fort Worth 2014, pets. denied) (quoting *FM Props. Operating Co. v. City of Austin*, 22 S.W.3d 868, 902 (Tex. 2000) (Abbott, J., dissenting)) (emphasis supplied).

³⁰ SB 2038 also added a new Subchapter E, which provides the same relief (i.e., ETJ removal). Tex. Loc. Gov't Code Ann. §§ 42.151 - 42.156. Upon being presented with a petition signed by at least five percent of the registered voters residing in the area to be released, a city must call an election on the next uniform election date. Tex. Loc. Gov't Code Ann., § 42.153. Upon a successful election to remove property from the ETJ, if the city does not act to remove the property, it is removed by operation of law. Tex. Loc. Gov't Code Ann., § 42.155(b).

³¹ Holt Civic Club v. City of Tuscaloosa, 439 U.S. 60 (1978).

municipalities that regulate them,"³² Chief Justice Rehnquist succinctly framed the policy rationale for ETJ authority in a way that is more relevant today than it was in

1978:

The [state legislature] could have decided that municipal corporations should have some measure of control over activities carried on just beyond their "city limit" signs, particularly since today's police jurisdiction may be tomorrow's annexation to the city proper. Nor need the city's interests have been the only concern of the legislature when it enacted the police jurisdiction statutes. Urbanization of any area brings with it a number of individuals who long both for the quiet of suburban or country living and for the career opportunities offered by the city's working environment. Unincorporated communities...dot the rim of most major population centers...and state legislatures have a legitimate interest in seeing that this substantial segment of the population does not go without basic municipal services such as police, fire, and health protection. Established cities are experienced in the delivery of such services, and the incremental cost of extending the city's responsibility in these areas to surrounding environs may be substantially less than the expense of establishing wholly new service organizations in each community.33

In rejecting both equal protection and due process challenges to a city's exercise of extraterritorial authority, the Supreme Court held that such authority is a "rational legislative response to the problems faced by [Alabama's] burgeoning cities."³⁴ Texas has adopted a similar rationale and numerous Texas courts, including the Austin Court of Appeals, have repeatedly acknowledged that cities may lawfully exercise statutory grants of authority within their ETJ.³⁵

³² House Committee Report, Bill Analysis, S.B. 2038, By: Bettencourt, Land & Resource Management Committee Report, which may be found at <u>https://capitol.texas.gov/tlodocs/88R/analysis/pdf/SB02038H.pdf#navpanes=0</u>. Grand Prairie asks the Court to take judicial notice of the House Committee Report.

³³ *Holt Civic Club*, 439 U.S. at 74.

 $^{^{34}}$ Id. at 75.

³⁵ See Sw. Travis Cnty. Water Dist. v. City of Austin, 64 S.W.3d 25, 32 (Tex. App.—Austin 2000, pet. withdrawn) (acknowledging applicability of consent requirement for reduction of ETJ); City of

Fast forward to 2023 and the problems faced by Texas' burgeoning cities likely eclipse anything faced by Alabama cities in the 1970's, rendering the Court's rationale for upholding the constitutionality of municipal extraterritorial authority sound.

Despite the contention that municipal regulatory authority in the EJT runs rampant, it is undeniable that the Legislature has granted cities relatively limited power to address health, safety, welfare, and moral issues in the ETJ. The following state laws authorize cities to exercise authority in the ETJ:

- Health & Safety Code § 713.009 Cemeteries
- Local Government Code § 212.003(a) Subdivision and Platting Regulations
- Local Government Code §§ 216.003, 216.902 Signs
- Local Government Code § 217.042 Nuisances within 5,000 feet (home rule city only)
- Local Government Code § 341.903 Policing City-Owned Property (home rule city only)
- Local Government Code § 552.001 Utility System
- Water Code § 26.177 Pollution Control and Abatement
- Local Government Code Chapter 43 Annexation (by consent only)

On the other hand, the power most closely associated with municipal regulatory authority—zoning—may not be applied in the ETJ.³⁶ State law also prohibits a city from regulating the following in the ETJ: (1) the use of a building or property for business, industrial, residential, or other purposes; (2) the bulk, height, or number of buildings constructed on a tract of land; (3) the size of a building that

Austin v. Jamail, 662 S.W.2d 779, 783 (Tex. App.—Austin 1983, writ dism'd) (acknowledging applicability of Water Code provisions in ETJ); *City of Shoreacres v. State*, 582 S.W.2d 211, 214 (Tex. App.—Houston [1st Dist.] 1979, writ ref'd n.r.e.) (holding that release of ETJ is exclusively within a city's legislative discretion).

³⁶ Seadrift Dev., L.P., 446 S.W.3d at 827.

can be constructed on a tract of land; (4) the number of residential units that can be built per acre of land; and (5) the size, type, or method of construction of a water or wastewater facility that can be constructed to serve a developed tract in certain circumstances.³⁷

B. Authority to Regulate ETJ is Legislative in Nature.

Though a city's ability to regulate within its ETJ is limited, the Texas Legislature nonetheless has granted the governing bodies of cities the authority to make certain discretionary *legislative* decisions that affect land within the ETJ.³⁸ Under both federal and state law, acts are legislative if they have the purpose and effect of altering the legal rights, duties and relations of third-parties.³⁹ Under SB 2038, a petition to remove property from the ETJ is necessarily legislative in nature.⁴⁰

For example, under the federal definition of what constitutes a legislative act, the decision to remove property from a city's ETJ is plainly legislative in nature. SB 2038's petition procedure permits a single landowner of any size property to file a petition with a city for removal from the ETJ, which then occurs automatically following the passage of the requisite time.⁴¹

 $^{^{37}}$ Id.

³⁸ *Elliott v. City of Coll. Station*, No. 06-22-00078-CV, 2023 WL 5617344, at *11 (Tex. App.— Texarkana Aug. 31, 2023, no pet. h.).

³⁹ Jarkesy v. Sec. & Exch. Comm'n, 34 F.4th 446, 461 (5th Cir. 2022), cert. granted, 143 S. Ct. 2688 (2023) and cert. denied, 143 S. Ct. 2690 (2023) (citing *INS v. Chadha*, 462 U.S. 919, 952, 103 S.Ct. 2764, 77 L.Ed.2d 317 (1983)) ("Government actions are 'legislative' if they have 'the purpose and effect of altering the legal rights, duties and relations of persons ... outside the legislative branch."); see also *Humphrey v. Balli*, 61 S.W.3d 519, 523 (Tex. App.—San Antonio 2001, no pet.) (act is legislative if it of a general or permanent character and sets conduct or policy of citizens).

⁴⁰ See *City of Shoreacres*, 582 S.W.2d at 214 (holding that release of ETJ is exclusively within a city's *legislative* discretion) (emphasis supplied).

⁴¹ Tex. Loc. Gov't Code § 42.105.

The effect of SB 2038 is apparent. Once the property in question is released, all ETJ regulations the city previously adopted that apply to the property are effectively nullified (while those same regulations would still apply to neighboring property not subject to the petition) and future ETJ regulations would be of no force and effect. Indeed, the stated purpose and effect of SB 2038 is to explicitly permit the petitioning party to alter its own legal rights and relations vis a vis a city's ETJ.⁴²

But SB 2038 does not stop there. It not only permits a petitioner to alter its own rights, but it also permits a petitioner to alter the rights of other landowners who may not even want to be removed from a city's ETJ and affords them absolutely no prior notice or meaningful opportunity to be heard before removal is automatically effectuated.⁴³

C. SB 2038 is an Unconstitutional Delegation of Legislative Authority.

Under Article II, Section 1 of the Texas Constitution, the three branches of Texas government are separate and "no person, or collection of persons, being of one of these departments, shall exercise any power properly attached to either of the others, except in the instances herein expressly permitted."

When delegating authority, the Legislature must provide standards that are "reasonably clear and hence acceptable as a standard of measurement."⁴⁴ The Legislature need not detail every rule for implementing that authority, but when it

⁴² House Committee Report, Bill Analysis, S.B. 2038, By: Bettencourt, Land & Resource Management Committee Report, which may be found at <u>https://capitol.texas.gov/tlodocs/88R/analysis/pdf/SB02038H.pdf#navpanes=0</u>.

⁴³ Tex. Loc. Gov'y Code §§ 42.102, 42.105.

⁴⁴ Edgewood Indep. Sch. Dist. v. Meno, 917 S.W.2d 717, 741 (Tex. 1995).

delegates legislative authority to a private party, courts must *carefully review* such acts to ensure that the public interest is served.⁴⁵

Plainly, the Texas Constitution vests legislative power in the Legislature.⁴⁶ However, it is equally well established that "in a complex society like ours, delegation of legislative power is both necessary and proper in certain circumstances."⁴⁷

The Legislature may delegate legislative power to local governments, administrative agencies and even private entities under certain conditions. Legislative powers may be delegated as long as the Legislature also establishes reasonable standards to guide the delegee in the exercise of those powers.⁴⁸ Unlike delegations to other governmental entities, delegations to private entities "raise more troubling constitutional issues than public delegations" and are, therefore, "subject to *more stringent requirements and less judicial deference* than public delegations."⁴⁹

Although private delegations are analyzed under eight factors:

1. Are the private delegate's actions subject to meaningful review by a state agency or other branch of state government?

2. Are the persons affected by the private delegate's actions adequately represented in the decision-making process?

3. Is the private delegate's power limited to making rules, or does the delegate also apply the law to particular individuals?

4. Does the private delegate have a pecuniary or other personal interest that may conflict with its public function?

5. Is the private delegate empowered to define criminal acts or impose criminal sanctions?

6. Is the delegation narrow in duration, extent, and subject matter?

7. Does the private delegate possess special qualifications or training for the task delegated to it?

 $^{^{45}}$ Id.

 $^{^{46}}$ FM Properties at 873.

Id.

 $^{^{48}}$ Id.

⁴⁹ *Id.* (emphasis added).

8. Has the Legislature provided sufficient standards to guide the private delegate in its work? 50

It is axiomatic that the Legislature can revoke a power it had the authority to grant in the first place; however, within the context of SB 2038, it is not the *Legislature* revoking ETJ status on a parcel-by-parcel basis. Rather, the petition provision of SB 2038 vests that exclusive authority to determine whether a parcel will stay in the ETJ or not in interested *individual landowners*. And not only may individual landowners unilaterally revoke their own ETJ status, SB 2038 allows them to revoke it for "minority" landowners—either by value or by number of registered voters.

Considering each factor in turn, it is clear that the petition mechanism violates

the standards for delegations of legislative authority to private parties:

- SB 2038's petition provision provides no meaningful review by any branch of government it is self-effective merely by filing a petition.
- SB 2038's petition provision allows "majority" landowners to force the release of "minority" landowners from a city's ETJ without their input, agreement or even knowledge.
- SB 2038's petition provision allows individual landowners to effectively void ETJ regulations not only on their property but on surrounding "minority" properties.
- SB 2038 is specifically designed to reward those with the most pecuniary interest to determine whether land remains within a city's ETJ, thereby affecting the rights and status of other landowners without their consent or knowledge.
- SB 2038's petition provision to remove property from the ETJ is permanent and broad.
- SB 2038's only requirement to invoke its petition process is that a party own land or reside in the ETJ, without regard to whether removal of a parcel or parcels is in the public interest.
- SB 2038's petition provision provides no standards for ETJ removal—the process is automatic.

Id. at 874.

In SB 2038, the Legislature adopted no standards for any party other than the interested landowner petitioner to determine whether removal of a particular piece of land from a city's ETJ serves the public interest that ETJs were legislatively created to serve.⁵¹ Because it unconstitutionally delegates to the individual property owners the right to determine whether "certain [adjacent] areas" that would otherwise be in a city's ETJ are worthy of protection of the "general health, safety, and welfare," SB 2038 results in an unconstitutional delegation of legislative authority to private parties, in violation of article 2, section 1 of the Texas Constitution.⁵²

D. SB 2038 Allows for Involuntary Removal from the ETJ

SB 2038 is premised on the idea that it provides a voice to property owners who wish to be removed from a city's ETJ.⁵³ Although allowing a single petitioner to remove *their own* property is an unconstitutional delegation of legislative authority, SB 2038 purports to allow a petitioner to automatically remove *other* properties from a city's ETJ without their consent or knowledge. This alteration of the rights of thirdparties without affording them any advance notice or a meaningful opportunity to be heard is unprecedented in Texas law.

⁵¹ Tex. Loc. Gov't Code Ann, § 42.001.

⁵² FM Properties at 873.

⁵³ House Committee Report, Bill Analysis, S.B. 2038, By: Bettencourt, Land & Resource Management Committee Report, which may be found at <u>https://capitol.texas.gov/tlodocs/88R/analysis/pdf/SB02038H.pdf#navpanes=0</u>.

Consider section 42.102(b) of SB 2038, which provides that the owners of a "majority in value"⁵⁴ of an area consisting of one or more parcels may file a petition for *multiple* parcels and trigger mandatory release of *all* parcels subject to the petition.⁵⁵ Even if the owners of a "minority in value" (whatever that means and however it is calculated) wish to stay within the city's ETJ, SB 2038 affords them *no notice* prior to removal and affords them *no meaningful opportunity to be heard* before their property is automatically removed from the ETJ 45 days after the petition is filed.

The same is true for the 49% of registered voters of an area described by a petition.⁵⁶ They may not even know that a petition to remove their property from a city's ETJ is being filed with the city because SB 2038 provides no mechanism to provide them with notice or the chance to object.

In either event, such petitions could have incredibly far-reaching effects. For example, what if property owners in the "minority in value" or 49% of registered voters groups are parties to a development agreement with the city in question?⁵⁷ Development agreements pursuant to Chapter 212 of the Local Government Code

SB 2038 provides no guidance for determining how a "majority in value" is calculated. Certainly, the term majority is easy to define, being anything over 50%, but as any court knows, determining property value is typically an exercise in competing experts (or the opinions of the owner of property). Moreover, while courts are prohibited from passing on the wisdom of laws, they are not prohibited from passing on laws that are hopelessly vague. For instance, how is a city to resolve a petition presented by a property owner who claims that they are the owner of a "majority in value" of the parcels in question, but receives notice from another property owner that their parcel is, in fact, the "majority in value" and they do not petition for ETJ removal? SB 2038 provides no mechanism for the City to resolve such disputes, but purports to require ETJ release. Are the parcels released if the property owners dispute over who owns a "majority in value," or is the only remedy judicial?

⁵⁵ Tex. Loc. Gov't Code § 42.102(b).

⁵⁶ Tex. Loc. Gov't Code § 42.104(a)(1).

⁵⁷ Tex. Loc. Gov't Code § 212.172.

may only be made with landowners located in the ETJ of a city.⁵⁸ They establish land use standards and provide for infrastructure, and guarantee the continuation of ETJ status for a specified period of time up to 45 years and provide for annexation upon the expiration of a time frame.⁵⁹

If a "minority" landowner is subject to a removal petition about which they might not even know, SB 2038 threatens to not only divest the property owner of enforceable property rights, but also the city with whom the landowner has contracted by potentially involuntarily removing the property from the city's ETJ. Moreover, depending on the configuration of the land in question, removing a specific parcel from the ETJ could render other parcels still in the ETJ legally ineligible for annexation into the city because these other parcels are no longer "adjacent."⁶⁰

The very real prospect that SB 2038 could invalidate Chapter 212 development agreements across the state cannot be ignored. Chapter 212 development agreements are prevalent across the state. Many property owners and developers have entered into section 212.172 development agreements. Section 212.172 development agreements are powerful real estate instruments. They bind the city and landowner for 45 years, are recorded in the deed records of the county, are covenants that run with the land, and constitute a permit for vested rights purposes.⁶¹ Moreover, because

Id.

 $^{^{59}}$ Id.

See City of Waco v. City of McGregor, 523 S.W.2d 649, 653 (Tex. 1975) (explaining "adjacent" is usually understood to mean "neighboring or close by" or "in the vicinity of and not necessarily contiguous or touching upon"; adjacency is a question of law); City of Irving v. Callaway, 363 S.W.2d 832, 836 (Tex. App.—Dallas 1962, writ refd n.r.e.) (explaining a gap of six miles is not "adjacent").
 Tex. Loc. Gov't Code § 212.172(f), (g), (h).

the Legislature made Chapter 212 development agreement protections retroactive,⁶² the legal status of an untold number of such agreements could be upended by removal petitions filed by landowners who are strangers to these 212.172 development agreements.

An even more grim prospect for cities is if parties to development agreements decide to remove their property from the city's ETJ. If a city has entered a 212.172 development agreement wherein it has agreed to provide streets, water, sewer and other infrastructure for land based upon the promise that the property will be annexed into the city to expand its tax base, can SB 2038 be used to allow developers to get the benefit of infrastructure improvements costing the city millions of dollars while denying a city the ability to annex the property in the future? This practice contravenes the letter and spirit of 212.172 development agreements. The declarations sought by Grand Prairie will resolve this issue.

E. SB 2038 and Section 42.023 Cannot be Harmonized, and Section 42.023 Controls.

Section 42.023 of the Local Government Code requires a governing body to exercise its legislative discretion before a city's ETJ can be reduced. SB 2038 purports to make ETJ removal mandatory upon the filing of a compliant petition and the passage of time. Because these provisions cannot be reconciled, courts apply the rules of statutory construction to such situations—the specific provision will ordinarily

Id.

prevail unless the general provision is the later enactment and the manifest intent is that the general provision prevail.⁶³

Had the Legislature manifestly intended for SB 2038 to prevail over section 42.023, it could have either amended that section to so reflect that manifest intent or it could have otherwise made its intent clear in SB 2038 itself. It did neither. Whether that was the result of oversight or some other cause is immaterial. The job of the courts is to construe statutes, not rewrite them for the Legislature.

Accordingly, if these statutes cannot be harmonized (a question of law), then section 42.023 must prevail as the more specific enactment because it requires the exercise of legislative discretion that has been committed to the governing body, except under specific exceptions. SB 2038, on the other hand, contains only a general process for the removal of properties from a city's ETJ, which occurs by a general operation of law standard if the city does not approve the release.

F. Alternatively, if SB 2038's Conflict With A More Specific Existing Law Can Be Harmonized, Section 42.023 Controls.

Arguing strictly in the alternative in the unlikely event that the Court determines SB 2038 and section 42.023 can be harmonized, section 42.023 should control.

When deciding whether overlapping provisions of two different statutes can concurrently operate, courts will construe the different provisions in a way that harmonizes rather than conflicts, if possible.⁶⁴ When the provisions are

⁶³ Harris Cnty. Appraisal Dist. v. Tex. Workforce Comm'n, 519 S.W.3d 113, 122 (Tex. 2017).

⁶⁴ In re Mem'l Hermann Hosp. Sys., 464 S.W.3d 686, 716 (Tex. 2015).

irreconcilable, the general rule is that the terms of the later-enacted statute should control.⁶⁵ On the other hand, conflicts between general and specific provisions favor the specific, and when the literal terms of the two provisions cannot both be true, the terms of the specific provision ordinarily will prevail.⁶⁶ Courts should construe the general provision as controlling only when the legislature's manifest intent is for the general provision to prevail and the general provision is the later-enacted statute.⁶⁷

SB 2038, the later enacted statute, conflicts with section 42.023 of the Local Government Code, which provides that a city's ETJ may not be reduced without the governing body's consent. Plainly, a petition to remove property from a city's ETJ constitutes a reduction of a city's ETJ. So how can these provisions be harmonized?

The ubiquitous legal phrase, "by operation of law" is "the means by which a right or a liability is created for a party regardless of the party's actual intent."⁶⁸ As opposed to rights or liabilities that arise following the exercise of discretion, consequences or events that occur by operation of law are automatic with no further action required in order to be effectuated.⁶⁹

SB 2038 provides that a petition for removal is approved by operation of law following a city's failure to approve it and the passage of a short period time.⁷⁰ But because the Legislature also requires parties to obtain the governing body's consent

 $^{^{65}}$ Id.

 $^{^{66}}$ Id.

 $^{^{67}}$ Id.

In re Ramires, No. 12-21-00058-CR, 2021 WL 3265546, at *1 (Tex. App.—Tyler July 30, 2021, no pet.) (citing Black's Law Dictionary (10th ed. 2014)); see also N. Burnet Gun Store, LLC v. Tack, Tr. of Harvey Donald Testamentary Family Tr., 604 S.W.3d 587, 589 (Tex. App.—Austin 2020, no pet.).
 Id.

⁷⁰ Tex. Loc. Gov't Code § 42.105(d).

before a city's ETJ can be reduced, a city's affirmative act of exercising its legislative discretion and denying a petition is not a "failure to act"—it is the opposite.⁷¹ Therefore, if a city simply fails to take action, then under the terms of SB 2038, the petition is effectuated by operation of law. But if the city affirmatively exercises it's discretionary legislative authority and denies the petition, as it is also authorized to do by Chapter 42, then it has not failed to act and the petition cannot be granted by operation of law. Thus, if it is possible to harmonize the conflict between SB 2038 and Local Government Code section 42.023, this is the only way in which both provisions can operate in harmony.

G. Because the Election Mechanism of SB 2038 Suffers from Similar Unconstitutional Delegation Problems, it too must be Voided.

SB 2038 provides for an election mechanism to remove property from the ETJ. At its broadest, it permits as little as five percent (5%) of the registered voters of a city's ETJ to require a municipal election that, if successful, could "remove" as much as a city's entire ETJ, and the only individuals permitted to vote in the election are those residing in the ETJ.⁷² SB 2038 provides no upper or lower limits on the amount of land that can be subject to such an election and sets an unusually low petition threshold to compel an election to be held.

Thus, SB 2038 establishes the functional equivalent of referendum to repeal not only a city's ETJ regulations in the area in question, but it also permits the functional equivalent of a local "repeal" of Subchapters A, B and C of Chapter 42 of

⁷¹ In re Ramires, 2021 WL 3265546 at *1.

⁷² Tex. Loc. Gov't Code § 42.152(a).

the Texas Local Government Code to the ETJ in question. Such a mechanism suffers from its own constitutional problems.

First, SB 2038's election mechanism constitutes a void local and/or special law in violation of article III, section 56 of the Texas Constitution.⁷³ A successful election to remove property from a city's ETJ is the functional equivalent of invalidating or voiding all police power regulatory enactments adopted by a city that apply to the property in question, but only voters in the ETJ may participate in the election.⁷⁴ Such an election is not a true popular election because suffrage is strictly limited to residents of a city's ETJ at the time the election is called.⁷⁵

Second, notwithstanding the inclusion of what amounts to a referendum provision, SB 2038 still runs afoul of the private delegation prohibition that afflicts the petition provision. The delegation at issue in *Boll Weevil* also provided for a referendum, which was required to pass before an "eradication zone" could be established, but the Texas Supreme Court nonetheless found that the delegation was unconstitutional because it was of a permanent nature and provided no standards to guide the delegation.⁷⁶

The delegation at issue in *FM Properties* is even more applicable and provides additional guidance for holding that SB 2038 is an unconstitutional delegation. In *FM Properties*, a provision of the Water Code gave certain landowners in a city's ETJ

⁷³ Tex. Const. art. III, § 56; *see Maple Run at Austin Mun. Util. Dist. v. Monaghan*, 931 S.W.2d 941, 945 (Tex. 1996) (purpose of section 56 is to secure uniformity of law throughout state).

⁷⁴ Tex. Loc. Gov't Code § 42.153(b).

⁷⁵ Texas Boll Weevil Eradication Foundation, 952 S.W.2d at 470.

Id. at 472.

the power to exempt themselves from the enforcement of certain municipal ETJ regulations related to water quality.⁷⁷ As the Supreme Court noted, one of the central concerns with private delegations, including those in the form of referenda, is the conflict with "democratic rule under a republican form of government," and whether those taking part in a referendum to remove municipal regulatory oversight in the ETJ are acting in the public interest or in their own pecuniary interest.⁷⁸

Here, SB 2038 is even broader. It not only would allow interested landowners to vote to effectively invalidate water quality standards applicable in the ETJ or a portion thereof, but also every other exercise of police power for the public good. Unlike the unconstitutional delegation at issue in *FM Properties*, which *did not* give landowners authoritative power over the private property of others,⁷⁹ SB 2038 expressly *does* give some landowners authoritative power over the private property of others. As the Court noted, the power of landowners to exempt themselves from water quality standards in the ETJ (which would be only *part* of the effect of SB 2038) can adversely affect the public interest and the interests of downstream water users and the landowners' neighbors who may prefer to stay in the ETJ.⁸⁰

H. Because of the Invalidity of SB 2038's Subchapter D, Its Remaining Provisions Are Void and Unenforceable Under Tex. Gov't Code § 311.032(c) Because, Without a Severability Clause, They Cannot Be Given Effect Without the Invalid Provisions or Application.

⁷⁷ *FM Properties Operating Co.*, 22 S.W.3d at 875.

⁷⁸ *Id.* at 876-77.

⁷⁹ *Id.* at 879.

Id.

If all provisions in a statute are essentially and inseparably connected in substance, like in SB 2038, then severance of part of the statute based on its constitutional infirmity is not proper and the entire statute fails. See Rose v. Doctors Hosp., 801 S.W.2d 841, 844 (Tex. 1990); Horizon/ CMS Healthcare Corp. v. Auld, 34 S.W.3d 887, 902 (Tex. 2000). Here, SB 2038 does not contain a severability clause. This is significant. Under Tex. Gov't Code § 311.032(c), if any provision of a statute, like SB 2038, does not contain a provision for severability or non-severability "[i]s held invalid, the invalidity does not affect other provisions or applications of the statute that can be given effect without the invalid provision or application, and to this end the provisions of the statute are severable." Under this rule, no provisions of SB 2038 can survive. When the unconstitutional portion of a statute is struck, if that which remains is incomplete and dependent on the unconstitutional portion, it is not severable. The Court should invalidate the entirety of SB 2038. National Federation of the Blind of Texas, Inc. v. Abbott, 647 F.3d 202 (5th Cir. 2011) (applying Texas law).

When the Court finds that Section 1 of SB 2038 is unconstitutional, it will basically create a large hole in the statute in a way that creates legislation that the Legislature would have never agreed to or passed. *See Murphy v. NCAA*, 138 S. Ct. 1461, 1482 (2018) ("[Courts] cannot rewrite a statute and give it an effect altogether different from that sought by the measure viewed as a whole." (quoting *R.R. Ret. Bd. v. Alton R.R.*, 295 U.S. 330, 362, 55 S.Ct. 758, 79 L.Ed. 1468 (1935))). The U.S. Supreme Court recently addressed severability in *Murphy v. NCAA*, 584 U.S.—, 138 S. Ct. 1461, 200 L.Ed.2d 854 (2018), There, the Court held that the entirety of the

Professional and Amateur Sports Protection Act was unconstitutional because one of its provisions—authorizing private sports gambling—violated the anticommandeering doctrine. *Id.* at 1484. Justice Alito's majority opinion separately explored each of the other operative provisions in the act, reasoning that all of the act's provisions were "obviously meant to work together" and be "deployed in tandem." *Id.* at 1483. Because Congress would not have wanted the otherwise-valid provisions "to stand alone," the Court declined to sever them. *Id.*

SB 2038 is unconstitutional, void and unenforceable for the reasons set forth above, regardless of whether the removal of property from a city's ETJ is accomplished through petition or election.⁸¹ On its face, it violates multiple sections of the Texas Constitution.

Specifically, if Section 1 (which created Subchapters D and E of Chapter 42 of the Texas Local Government Code) is held to be unconstitutional and invalid, then Sections 2-5 of SB 2038 must also be declared invalid because they are dependent upon Section 1, which provides for the unconstitutional delegation of authority in the first instance. If individuals have not been properly empowered by the Legislature to make the final and unreviewable decision relating to which laws they wish to apply to their own (and their unknowing neighbors') property, then the remaining sections of SB 2038 may not independently survive and must be invalidated as well. Accordingly, Grand Prairie seeks a declaration that pursuant to § 311.032(c), the remaining sections of SB 2038 are declared invalid because SB 2038 contains no

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See Local Government Code, Chapter 42, Subchapters D and E.

severability clause and they cannot be given effect without the ETJ removal provisions set forth in Section 1.

VII. DECLARATORY JUDGMENT ACTION

SB 2038 VIOLATES THE TEXAS CONSTITUTION'S PROHIBITION ON UNCONSTITUTIONAL DELEGATION OF LEGISLATIVE AUTHORITY TO PRIVATE PARTIES

The UDJA is remedial in nature. It is intended to settle and afford relief from uncertainty and insecurity with respect to rights under a statute and must be liberally construed to achieve that purpose.

An actual controversy has arisen and now exists between the parties concerning their respective rights and obligations under Texas law. Each has an interest that would be affected by SB 2038.

Pursuant to Texas Civil Practice and Remedies Code §§ 37.001 et seq., Grand

Prairie seeks the following declarations from the Court under the UDJA:

- a. **SB 2038 violates the Separation of Powers Doctrine by delegating legislative decisions to private property owners**: SB 2038 violates Article II, Section 1 of the Texas Constitution (the separation of powers) because its petition mechanism constitutes an unconstitutional delegation of legislative authority to private parties, in violation of the standard articulated by the Texas Supreme Court.
- b. **SB 2038 violates Due Course of Law for being unconstitutionally vague**: SB 2038 violates Article I, Section 19 of the Texas Constitution (due course of law) and is unconstitutionally vague in its use of the phrases "majority in value" and "as indicated by the tax rolls" because it fails to provide a definite standard to determine which property value must be used or considered.
- c. SB 2038 violates Due Course of Law for lack of notice and an opportunity of property owners to be heard: SB 2038

violates Article I, Section 19 of the Texas Constitution (due course of law) because its petition mechanism fails to provide affected ETJ property owners notice and a meaningful opportunity to be heard prior to the removal of property from a city's ETJ.

- d. **SB 2038 violates Equal Protection for treating adjacent property owners differently in an election;** SB 2038 violates Article 1, Section 3 of the Texas Constitution (equal protection) because its election mechanism only permits property owners who reside in a city's ETJ to vote for or against removal, thereby treating property owners who do not reside in the ETJ and municipal residents differently and less favorably.
- SB 2038 directly conflicts with Local Government Code § e. 42.023: SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduced; however, SB 2038 can be harmonized with Section 42.023 by finding that the governing body's specific consent to reduce ETJ is required before SB 2038's provision that ETJ is removed by operation of law is operative. Alternatively, SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduce; therefore, SB 2038 cannot be harmonized with Section 42.023, and as the more specific previously enacted provision, it controls over SB 2038 because the Legislature's intent to have the more general operation of law provision in SB 2038 is not manifest.
- f. SB 2038 violates Texas Government Code § 311.032(c) because it is interdependent and contains no severability clause: SB 2038 is invalidated in its entirety because pursuant to § 311.032(c) of the Texas Government Code ("Code Construction Act"), Sections 2-5 of SB 2038 are invalid because SB 2038 contains no severability clause and they cannot be given effect without the ETJ removal provisions set forth in Section 1.

VIII. CONDITIONS PRECEDENT

All necessary conditions precedent have been performed or have occurred.

IX. REQUEST FOR DISCLOSURES

Pursuant to Texas Rule of Civil Procedure 194.2, Grand Prairie hereby request that Defendant, the State of Texas, make the disclosures identified in Texas Rule of Civil Procedure 194.2 (a-i) and (l) within fifty (50) days of the service of this Petition.

X. PRAYER FOR RELIEF

Grand Prairie is entitled to the relief requested, which is in the best interest of the public health, safety, and welfare. For the foregoing reasons, Grand Prairie respectfully requests that Defendant, the State of Texas, be cited to appear and answer, that this Court to set Grand Prairie's Declaratory Judgment action for an *expedited* full trial on the merits and, after the trial, that this Court issue a declaration that SB 2038 is unconstitutional, void and unenforceable, in its entirety. Grand Prairie, therefore, respectfully requests that this Court enter judgment against Defendant:

- 1. Enter the following declarations in its favor:
- a. **SB 2038 violates the Separation of Powers Doctrine by delegating legislative decisions to private property owners**: SB 2038 violates Article II, Section 1 of the Texas Constitution (the separation of powers) because its petition mechanism constitutes an unconstitutional delegation of legislative authority to private parties, in violation of the standard articulated by the Texas Supreme Court.
- b. **SB 2038 violates Due Course of Law for being unconstitutionally vague**: SB 2038 violates Article I, Section 19 of the Texas Constitution (due course of law) and is unconstitutionally vague in its use of the phrases "majority in value" and "as indicated by the tax rolls" because it fails to provide a definite standard to determine which property value must be used or considered.
- c. SB 2038 violates Due Course of Law for lack of notice and an opportunity of property owners to be heard: SB 2038 violates

Article I, Section 19 of the Texas Constitution (due course of law) because its petition mechanism fails to provide affected ETJ property owners notice and a meaningful opportunity to be heard prior to the removal of property from a city's ETJ.

- d. **SB 2038 violates Equal Protection for treating adjacent property owners differently in an election;** SB 2038 violates Article 1, Section 3 of the Texas Constitution (equal protection) because its election mechanism only permits property owners who reside in a city's ETJ to vote for or against removal, thereby treating property owners who do not reside in the ETJ and municipal residents differently and less favorably.
- e. SB 2038 directly conflicts with Local Government Code § 42.023: SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduced; however, SB 2038 can be harmonized with Section 42.023 by finding that the governing body's specific consent to reduce ETJ is required before SB 2038's provision that ETJ is removed by operation of law is operative. Alternatively, SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduce; therefore, SB 2038 cannot be harmonized with Section 42.023, and as the more specific previously enacted provision, it controls over SB 2038 because the Legislature's intent to have the more general operation of law provision in SB 2038 is not manifest.
- f. SB 2038 violates Texas Government Code § 311.032(c) because it is interdependent and contains no severability clause: SB 2038 is invalidated in its entirety because pursuant to § 311.032(c) of the Texas Government Code ("Code Construction Act"), Sections 2-5 of SB 2038 are invalid because SB 2038 contains no severability clause and they cannot be given effect without the ETJ removal provisions set forth in Section 1.
- 2. Award Grand Prairie its reasonable and necessary attorney's fees pursuant to the UDJA. Texas Civil Practice and Remedies Code, §37.009.
- All other relief, general or special, whether in law and equity, to which Grand Prairie may be justly entitled.

Respectfully submitted,

/s/ Bradford E. Bullock

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LOCAL GOVERNMENT CODE

TITLE 2. ORGANIZATION OF MUNICIPAL GOVERNMENT

SUBTITLE C. MUNICIPAL BOUNDARIES AND ANNEXATION

CHAPTER 42. EXTRATERRITORIAL JURISDICTION OF MUNICIPALITIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 42.001. PURPOSE OF EXTRATERRITORIAL JURISDICTION. The legislature declares it the policy of the state to designate certain areas as the extraterritorial jurisdiction of municipalities to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DETERMINATION OF EXTRATERRITORIAL JURISDICTION

Sec. 42.021. EXTENT OF EXTRATERRITORIAL JURISDICTION. (a) The extraterritorial jurisdiction of a municipality is the unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located:

(1) within one-half mile of those boundaries, in the case of a municipality with fewer than 5,000 inhabitants;

(2) within one mile of those boundaries, in the caseof a municipality with 5,000 to 24,999 inhabitants;

(3) within two miles of those boundaries, in the caseof a municipality with 25,000 to 49,999 inhabitants;

(4) within 3-1/2 miles of those boundaries, in the case of a municipality with 50,000 to 99,999 inhabitants; or

(5) within five miles of those boundaries, in the case of a municipality with 100,000 or more inhabitants.

(b) Regardless of Subsection (a), the extraterritorial jurisdiction of a municipality is the unincorporated area that

is contiguous to the corporate boundaries of the municipality and that is located:

(1) within five miles of those boundaries on a barrier island; or

(2) within one-half mile of those boundaries off a barrier island.

(c) Subsection (b) applies to a municipality that has:

(1) a population of 2,000 or more; and

(2) territory located:

(A) entirely on a barrier island in the Gulf of Mexico; and

(B) within 30 miles of an international border.

(d) Regardless of Subsection (a), the extraterritorial jurisdiction of a municipality is the unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located within three miles of those boundaries if the municipality:

(1) has a population of not less than 25,000 or more than 27,000; and

(2) is located in a county that has a population of45,000 or more and borders the Trinity River.

(e) An annexation commenced after January 1, 2023, does not expand the extraterritorial jurisdiction of a municipality unless contemporaneously with the annexation the owner or owners of the area that would be included in the municipality's extraterritorial jurisdiction as a result of the annexation request that the area be included in the municipality's extraterritorial jurisdiction.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 761 (H.B. <u>3325</u>), Sec. 1, eff. June 15, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 215 (H.B. <u>91</u>), Sec. 1, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 612 (S.B. <u>508</u>), Sec. 1, eff. June 17, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. <u>1093</u>), Sec. 22.001(33), eff. September 1, 2013.

Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 2, eff. September 1, 2023.

Acts 2023, 88th Leg., R.S., Ch. 644 (H.B. <u>4559</u>), Sec. 121, eff. September 1, 2023.

Sec. 42.022. EXPANSION OF EXTRATERRITORIAL JURISDICTION. (a) When a municipality annexes an area, the extraterritorial jurisdiction of the municipality expands with the annexation to comprise, consistent with Section 42.021, the area around the new municipal boundaries.

(b) The extraterritorial jurisdiction of a municipality may expand beyond the distance limitations imposed by Section <u>42.021</u> to include an area contiguous to the otherwise existing extraterritorial jurisdiction of the municipality if the owners of the area request the expansion.

(c) The expansion of the extraterritorial jurisdiction of a municipality through annexation, request, or increase in the number of inhabitants may not include any area in the existing extraterritorial jurisdiction of another municipality, except as provided by Subsection (d).

(d) The extraterritorial jurisdiction of a municipality may be expanded through annexation to include area that on the date of annexation is located in the extraterritorial jurisdiction of another municipality if a written agreement between the municipalities in effect on the date of annexation allocates the area to the extraterritorial jurisdiction of the annexing municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 337 (H.B. <u>2902</u>), Sec. 1, eff. June 17, 2011.

Sec. 42.0225. EXTRATERRITORIAL JURISDICTION AROUND CERTAIN MUNICIPALLY OWNED PROPERTY. (a) This section applies only to an area owned by a municipality that is:

(1) annexed by the municipality; and

(2) not contiguous to other territory of the municipality.

(b) Notwithstanding Section 42.021, the annexation of an area described by Subsection (a) does not expand the extraterritorial jurisdiction of the municipality.

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 1, eff. Sept. 1, 1999.

Sec. 42.023. REDUCTION OF EXTRATERRITORIAL JURISDICTION. The extraterritorial jurisdiction of a municipality may not be reduced unless the governing body of the municipality gives its written consent by ordinance or resolution, except:

(1) in cases of judicial apportionment of overlapping extraterritorial jurisdictions under Section <u>42.901</u>;

(2) in accordance with an agreement under Section
42.022(d); or

(3) as necessary to comply with Section 42.0235.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 337 (H.B. <u>2902</u>), Sec. 2, eff. June 17, 2011.

Acts 2015, 84th Leg., R.S., Ch. 941 (H.B. <u>4059</u>), Sec. 1, eff. June 18, 2015.

Sec. 42.0235. LIMITATION ON EXTRATERRITORIAL JURISDICTION OF CERTAIN MUNICIPALITIES. (a) Notwithstanding Section <u>42.021</u>, and except as provided by Subsection (d), the extraterritorial jurisdiction of a municipality with a population of more than 175,000 located in a county that contains an international border and borders the Gulf of Mexico terminates two miles from the extraterritorial jurisdiction of a neighboring municipality if extension of the extraterritorial jurisdiction beyond that limit would:

(1) completely surround the corporate boundaries or extraterritorial jurisdiction of the neighboring municipality; and

(2) limit the growth of the neighboring municipality by precluding the expansion of the neighboring municipality's extraterritorial jurisdiction.

(b) A municipality shall release extraterritorial jurisdiction as necessary to comply with Subsection (a).

(c) Notwithstanding any other law, a municipality that owns an electric system and that releases extraterritorial jurisdiction under Subsection (b) may provide electric service in the released area to the same extent that the service would have been provided if the municipality had annexed the area.

(d) Extraterritorial jurisdiction for a municipality subject to this section is determined under Section 42.021 if the governing body of the municipality and the governing body of the neighboring municipality each adopt, on or after June 1, 2017, resolutions stating that the determination of extraterritorial jurisdiction under Section 42.0235 (a) is not in the best interest of the municipality.

Added by Acts 2015, 84th Leg., R.S., Ch. 941 (H.B. <u>4059</u>), Sec. 2, eff. June 18, 2015. Amended by:

Acts 2017, 85th Leg., R.S., Ch. 447 (S.B. <u>468</u>), Sec. 1, eff. September 1, 2017.

Sec. 42.024. TRANSFER OF EXTRATERRITORIAL JURISDICTION BETWEEN CERTAIN MUNICIPALITIES. (a) In this section:

(1) "Adopting municipality" means a home-rule municipality with a population of less than 25,000 that purchases and appropriates raw water for its water utility through a transbasin diversion permit from one or two river authorities in which the municipality has territory.

(2) "Releasing municipality" means a home-rule municipality with a population of more than 450,000 that owns an electric utility, that has a charter provision allowing for limited-purpose annexation, and that has annexed territory for a limited purpose.

(b) The governing body of an adopting municipality may by resolution include in its extraterritorial jurisdiction an area that is in the extraterritorial jurisdiction of a releasing municipality if:

(1) the releasing municipality does not provide water, sewer services, and electricity to the released area;

(2) the owners of a majority of the land within the released area request that the adopting municipality include in its extraterritorial jurisdiction the released area;

(3) the released area is:

(A) adjacent to the territory of the adopting municipality;

(B) wholly within a county in which both municipalities have territory; and

(C) located in one or more school districts, each of which has the majority of its territory outside the territory of the releasing municipality;

(4) the adopting municipality adopts ordinances or regulations within the released area for water quality standards relating to the control or abatement of water pollution that are in conformity with those of the Texas Natural Resource Conservation Commission applicable to the released area on January 1, 1995;

(5) the adopting municipality has adopted a service plan to provide water and sewer service to the area acceptable to the owners of a majority of the land within the released area; and (6) the size of the released area does not exceed the difference between the total area within the extraterritorial jurisdiction of the adopting municipality, exclusive of the extraterritorial jurisdiction of the releasing municipality, on the date the resolution was adopted under this subsection, as determined by Section 42.021, and the total area within the adopting municipality's extraterritorial jurisdiction on the date of the resolution.

(c)(1) The service plan under Subsection (b)(5) shall include an assessment of the availability and feasibility of participation in any regional facility permitted by the Texas Natural Resource Conservation Commission in which the releasing municipality is a participant and had plans to provide service to the released area. The plan for regional service shall include:

(A) proposed dates for providing sewer service through the regional facility;

(B) terms of financial participation to provide sewer service to the released area, including rates proposed for service sufficient to reimburse the regional participants over a reasonable time for any expenditures associated with that portion of the regional facility designed or constructed to serve the released area as of January 1, 1993; and

(C) participation by the adopting municipality in governance of the regional facility based on the percentage of land to be served by the regional facility in the released area compared to the total land area to be served by the regional facility.

(2) The adopting municipality shall deliver a copy of the service plan to the releasing municipality and any other participant in any regional facility described in this subsection at least 30 days before the resolution to assume extraterritorial jurisdiction. The releasing municipality and any other participant in any regional facility described in this subsection by resolution shall, within 30 days of delivery of the service plan, either accept that portion of the service plan related to participation by the adopting municipality in the regional facility or propose alternative terms of participation.

If the adopting municipality, the releasing (3) municipality, and any other participant in any regional facility described in this subsection fail to reach agreement on the service plan within 60 days after the service plan is delivered, any municipality that is a participant in the regional facility or any owner of land within the area to be released may appeal the matter to the Texas Natural Resource Conservation Commission. The Texas Natural Resource Conservation Commission shall, in its resolution of any differences between proposals submitted for review in this subsection, use a cost-of-service allocation methodology which treats each service unit in the regional facility equally, with any variance in rates to be based only on differences in costs based on the time service is provided to an area served by the regional facility. The Texas Natural Resource Conservation Commission may allow the adopting municipality, the releasing municipality, or any other participant in any regional facility described in this subsection to withdraw from participation in the regional facility on a showing of undue financial hardship.

(4) A decision by the Texas Natural Resource Conservation Commission under this subsection is not subject to judicial review, and any costs associated with the commission's review shall be assessed to the parties to the decision in proportion to the percentage of land served by the regional facility subject to review in the jurisdiction of each party.

(5) The releasing municipality shall not, prior to January 1, 1997, discontinue or terminate any interlocal agreement, contract, or commitment relating to water or sewer service that it has as of January 1, 1995, with the adopting municipality without the consent of the adopting municipality.

(d) On the date the adopting municipality delivers a copy of the resolution under Subsection (b) to the municipal clerk of the releasing municipality, the released area shall be included in the extraterritorial jurisdiction of the adopting municipality and excluded from the extraterritorial jurisdiction of the releasing municipality.

(e) If any part of a tract of land, owned either in fee simple or under common control or undivided ownership, was or becomes split, before or after the dedication or deed of a portion of the land for a public purpose, between the extraterritorial jurisdiction of a releasing municipality and the jurisdiction of another municipality, or is land described in Subsection (b) (3) (C), the authority to act under Chapter <u>212</u> and the authority to regulate development and building with respect to the tract of land is, on the request of the owner to the municipality, with the municipality selected by the owner of the tract of land. The municipality selected under this subsection may also provide or authorize another person or entity to provide municipal services to land subject to this subsection.

(f) Nothing in this section requires the releasing municipality to continue to participate in a regional wastewater treatment plant providing service, or to provide new services, to any territory within the released area.

(g) This section controls over any conflicting provision of this subchapter.

Added by Acts 1995, 74th Leg., ch. 766, Sec. 1, eff. Aug. 28, 1995.

Sec. 42.025. RELEASE OF EXTRATERRITORIAL JURISDICTION BY CERTAIN MUNICIPALITIES. (a) In this section, "eligible property" means any portion of a contiguous tract of land:

(1) that is located in the extraterritorial jurisdiction of a municipality within one-half mile of the territory of a proposed municipal airport;

(2) for which a contract for land acquisitionservices was awarded by the municipality; and

(3) that has not been acquired through the contract described by Subdivision (2) for the proposed municipal airport.

(b) The owner of eligible property may petition the municipality to release the property from the municipality's extraterritorial jurisdiction not later than June 1, 1996. The petition must be filed with the secretary or clerk of the municipality.

(c) Not later than the 10th day after the date the secretary or clerk receives a petition under Subsection (b), the municipality by resolution shall release the eligible property from the extraterritorial jurisdiction of the municipality.

(d) Eligible property that is released from the extraterritorial jurisdiction of a municipality under Subsection(c) may be included in the extraterritorial jurisdiction of another municipality if:

(1) any part of the other municipality is located in the same county as the property; and

(2) the other municipality and the owner agree to the inclusion of the property in the extraterritorial jurisdiction.

Added by Acts 1995, 74th Leg., ch. 788, Sec. 1, eff. June 16, 1995. Renumbered from Local Government Code Sec. 42.024 by Acts 1997, 75th Leg., ch. 165, Sec. 31.01(64), eff. Sept. 1, 1997.

Sec. 42.0251. RELEASE OF EXTRATERRITORIAL JURISDICTION BY CERTAIN GENERAL-LAW MUNICIPALITIES. (a) This section applies only to a general-law municipality:

(1) that has a population of less than 4,000;

(2) that is located in a county with a population of more than 800,000 that is adjacent to a county with a population of more than four million; and

(3) in which at least two-thirds of the residents reside within a gated community.

(b) A municipality shall release an area from its extraterritorial jurisdiction not later than the 10th day after the date the municipality receives a petition requesting that the area be released that is signed by at least 80 percent of the owners of real property located in the area requesting release.

Added by Acts 2011, 82nd Leg., R.S., Ch. 337 (H.B. <u>2902</u>), Sec. 3, eff. June 17, 2011. Amended by:

Acts 2023, 88th Leg., R.S., Ch. 644 (H.B. <u>4559</u>), Sec. 122, eff. September 1, 2023.

Sec. 42.026. LIMITATION ON EXTRATERRITORIAL JURISDICTION OF CERTAIN MUNICIPALITIES. (a) In this section, "navigable stream" has the meaning assigned by Section <u>21.001</u>, Natural Resources Code.

(b) This section applies only to an area that is:

(1) located in the extraterritorial jurisdiction of a home-rule municipality that has a population of 60,000 or less and is located in whole or in part in a county with a population of 240,000 or less;

(2) located outside the county in which a majority of the land area of the municipality is located; and

(3) separated from the municipality's corporate boundaries by a navigable stream.

(c) A municipality that, on August 31, 1999, includes that area in its extraterritorial jurisdiction shall, before January 1, 2000:

(1) adopt an ordinance removing that area from the municipality's extraterritorial jurisdiction; or

(2) enter into an agreement with a municipality located in the county in which that area is located to transfer that area to the extraterritorial jurisdiction of that municipality.

(d) If the municipality that is required to act under Subsection (c) does not do so as provided by that subsection, the area is automatically removed from the extraterritorial jurisdiction of that municipality on January 1, 2000. (e) Section 42.021 does not apply to a transfer of extraterritorial jurisdiction under Subsection (c)(2).

Added by Acts 1999, 76th Leg., ch. 1494, Sec. 1, eff. Aug. 30, 1999.

SUBCHAPTER C. CREATION OR EXPANSION OF GOVERNMENTAL ENTITIES IN EXTRATERRITORIAL JURISDICTION

Sec. 42.041. MUNICIPAL INCORPORATION IN EXTRATERRITORIAL JURISDICTION GENERALLY. (a) A municipality may not be incorporated in the extraterritorial jurisdiction of an existing municipality unless the governing body of the existing municipality gives its written consent by ordinance or resolution.

(b) If the governing body of the existing municipality refuses to give its consent, a majority of the qualified voters of the area of the proposed municipality and the owners of at least 50 percent of the land in the proposed municipality may petition the governing body to annex the area. If the governing body fails or refuses to annex the area within six months after the date it receives the petition, that failure or refusal constitutes the governing body's consent to the incorporation of the proposed municipality.

(c) The consent to the incorporation of the proposed municipality is only an authorization to initiate incorporation proceedings as provided by law.

(d) If the consent to initiate incorporation proceedings is obtained, the incorporation must be initiated within six months after the date of the consent and must be finally completed within 18 months after the date of the consent. Failure to comply with either time requirement terminates the consent.

(e) This section applies only to the proposed municipality's area located in the extraterritorial jurisdiction of the existing municipality. Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2005, 79th Leg., Ch. 287 (H.B. <u>585</u>), Sec. 1, eff. June 16, 2005.

For expiration of Subsections (c) and (d), see Subsections (c) and (d).

Sec. 42.0411. MUNICIPAL INCORPORATION IN EXTRATERRITORIAL JURISDICTION OF CERTAIN MUNICIPALITIES. (a) This section applies only to:

(1) an area located north and east of Interstate Highway 10 that is included in the extraterritorial jurisdiction, or the limited-purpose annexation area, of a municipality with a population of one million or more that has operated under a three-year annexation plan similar to the municipal annexation plan described by Section 43.052 for at least 10 years; or

(2) an area located north and east of Interstate Highway 10:

(A) that is included in the extraterritorial jurisdiction, or the limited-purpose annexation area, of a municipality with a population of one million or more that has operated under a three-year annexation plan similar to the municipal annexation plan described by Section 43.052 for at least 10 years;

(B) that has not been included in the municipality's annexation plan described by Section $\frac{43.052}{1000}$ before the 180th day before the date consent for incorporation is requested under Section 42.041(a); and

(C) for which the municipality refused to give its consent to incorporation under Section $\underline{42.041}(a)$.

(b) The residents of the area described by Subsection(a) (2) may initiate an attempt to incorporate as a municipalityby filing a written petition signed by at least 10 percent of

the registered voters of the area of the proposed municipality with the county judge of the county in which the proposed municipality is located. The petition must request the county judge to order an election to determine whether the area of the proposed municipality will incorporate. An incorporation election under this section shall be conducted in the same manner as an incorporation election under Subchapter <u>A</u>, Chapter <u>8</u>. The consent of the municipality that previously refused to give consent is not required for the incorporation.

(c) In this subsection, "deferred annexation area" means an area that has entered into an agreement with a municipality under which the municipality defers annexation of the area for at least 10 years. An area described by Subsection (a)(1) that is located within 1-1/2 miles of a municipality's deferred annexation area or adjacent to the corporate boundaries of the municipality may not be annexed for limited or full purposes during the period provided under the agreement. During the period provided under the agreement, the residents of the area may incorporate in accordance with the incorporation proceedings provided by law, except that the consent of the municipality is not required for the incorporation. This subsection expires on the later of:

(1) September 1, 2009; or

(2) the date that all areas entitled to incorporate under this subsection have incorporated.

(d) This subsection applies only to an area that is described by Subsection (a)(1) and removed from a municipality's annexation plan under Section <u>43.052</u>(e) two times or more. The residents of the area and any adjacent territory that is located within the extraterritorial jurisdiction of the municipality or located within an area annexed for limited purposes by the municipality and that is adjacent to the corporate boundaries of the municipality may incorporate in accordance with the incorporation proceedings provided by law, except that the consent of the municipality is not required for the incorporation. This subsection expires on the later of: (1) September 1, 2009; or

(2) the date that all areas entitled to incorporate under this subsection have incorporated.

Added by Acts 2005, 79th Leg., Ch. 287 (H.B. <u>585</u>), Sec. 2, eff. June 16, 2005.

Sec. 42.042. CREATION OF POLITICAL SUBDIVISION TO SUPPLY WATER OR SEWER SERVICES, ROADWAYS, OR DRAINAGE FACILITIES IN EXTRATERRITORIAL JURISDICTION. (a) A political subdivision, one purpose of which is to supply fresh water for domestic or commercial use or to furnish sanitary sewer services, roadways, or drainage, may not be created in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution in accordance with this subsection and the Water Code. In giving its consent, the municipality may not place any conditions or other restrictions on the creation of the political subdivision other than those expressly permitted by Sections 54.016(e) and (i), Water Code.

(b) If the governing body fails or refuses to give its consent for the creation of the political subdivision, including a water district previously created by an act of the legislature, on mutually agreeable terms within 90 days after the date the governing body receives a written request for the consent, a majority of the qualified voters of the area of the proposed political subdivision and the owners of at least 50 percent of the land in the proposed political subdivision may petition the governing body to make available to the area the water, sanitary sewer services, or both that would be provided by the political subdivision.

(c) If, within 120 days after the date the governing body receives the petition, the governing body fails to make a contract with a majority of the qualified voters of the area of the proposed political subdivision and the owners of at least 50 percent of the land in the proposed political subdivision to provide the services, that failure constitutes the governing body's consent to the creation of the proposed political subdivision.

(d) The consent to the creation of the political subdivision is only an authorization to initiate proceedings to create the political subdivision as provided by law.

(e) Repealed by Acts 1997, 75th Leg., ch. 1070, Sec. 55, eff. Sept. 1, 1997.

If the municipality fails or refuses to give its (f) consent to the creation of the political subdivision, including a water district previously created by an act of the legislature, or fails or refuses to execute a contract providing for the water or sanitary sewer services requested within the time limits prescribed by this section, the applicant may petition the Texas Commission on Environmental Quality for the creation of the political subdivision or the inclusion of the land in a political subdivision. The commission shall allow creation or confirmation of the creation of the political subdivision or inclusion of the land in a proposed political subdivision on finding that the municipality either does not have the reasonable ability to serve or has failed to make a legally binding commitment with sufficient funds available to provide water and wastewater service adequate to serve the proposed development at a reasonable cost to the landowner. The commitment must provide that construction of the facilities necessary to serve the land will begin within two years and will be substantially completed within 4-1/2 years after the date the petition was filed with the municipality.

(g) On an appeal taken to the district court from the ruling of the Texas Commission on Environmental Quality, all parties to the commission hearing must be made parties to the appeal. The court shall hear the appeal within 120 days after the date the appeal is filed. If the case is continued or appealed to a higher court beyond the 120-day period, the court shall require the appealing party or party requesting the continuance to post a bond or other adequate security in the

amount of damages that may be incurred by any party as a result of the appeal or delay from the commission action. The amount of the bond or other security shall be determined by the court after notice and hearing. On final disposition, a court may award damages, including any damages for delays, attorney's fees, and costs of court to the prevailing party.

(h) A municipality may not unilaterally extend the time limits prescribed by this section through the adoption of preapplication periods or by passage of any rules, resolutions, ordinances, or charter provisions. However, the municipality and the petitioner may jointly petition the Texas Commission on Environmental Quality to request an extension of the time limits.

(i) Repealed by Acts 1989, 71st Leg., ch. 1058, Sec. 1, eff. Sept. 1, 1989.

(j) The consent requirements of this section do not apply to the creation of a special utility district under Chapter <u>65</u>, Water Code. If a special utility district is to be converted to a district with taxing authority that provides utility services, this section applies to the conversion.

(k) This section, except Subsection (i), applies only to the proposed political subdivision's area located in the extraterritorial jurisdiction of the municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 3(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1058, Sec. 1, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 76, Sec. 11.254, eff. Sept. 1, 1995.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1098 (H.B. <u>3378</u>), Sec. 1, eff. June 15, 2007.

Acts 2019, 86th Leg., R.S., Ch. 1128 (H.B. <u>2590</u>), Sec. 1, eff. September 1, 2019.

Sec. 42.0425. ADDITION OF LAND IN EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY TO CERTAIN POLITICAL SUBDIVISIONS. (a) A political subdivision, one purpose of which is to supply fresh water for domestic or commercial use or to furnish sanitary sewer services, roadways, or drainage, may not add land that is located in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution in accordance with this section and the Water Code. In giving its consent, the municipality may not place any conditions or other restrictions on the expansion of the political subdivision other than those expressly permitted by Section 54.016(e), Water Code.

(b) The procedures under Section <u>42.042</u> governing a municipality's refusal to consent to the creation of a political subdivision apply to a municipality that refuses to consent to the addition of land to a political subdivision under this section.

(c) An owner of land in the area proposed to be added to the political subdivision may not unreasonably refuse to enter into a contract for water or sanitary sewer services with the municipality under Section 42.042(c).

(d) This section does not apply to a political subdivision created by Chapter 289, Acts of the 73rd Legislature, Regular Session, 1993.

Added by Acts 2007, 80th Leg., R.S., Ch. 703 (H.B. <u>2091</u>), Sec. 2, eff. June 15, 2007.

Sec. 42.043. REQUIREMENTS APPLYING TO PETITION. (a) A petition under Section 42.041 or 42.042 must:

(1) be written;

(2) request that the area be annexed or that the services be made available, as appropriate;

(3) be signed in ink or indelible pencil by the appropriate voters and landowners;

(4) be signed, in the case of a person signing as a voter, as the person's name appears on the most recent official list of registered voters;

(5) contain, in the case of a person signing as a voter, a note made by the person stating the person's residence address and the precinct number and voter registration number that appear on the person's voter registration certificate;

(6) contain, in the case of a person signing as a landowner, a note made by the person opposite the person's name stating the approximate total acreage that the person owns in the area to be annexed or serviced;

(7) describe the area to be annexed or serviced and have a plat of the area attached; and

(8) be presented to the secretary or clerk of the municipality.

(b) The signatures to the petition need not be appended to one paper.

(c) Before the petition is circulated among the voters and landowners, notice of the petition must be given by posting a copy of the petition for 10 days in three public places in the area to be annexed or serviced and by publishing the notice once, in a newspaper of general circulation serving the area, before the 15th day before the date the petition is first circulated. Proof of posting and publication must be made by attaching to the petition presented to the secretary or clerk:

(1) the affidavit of any voter who signed the petition, stating the places and dates of the posting;

(2) the affidavit of the publisher of the newspaper in which the notice was published, stating the name of the newspaper and the issue and date of publication; and

(3) the affidavit of at least three voters who signed the petition, if there are that many, stating the total number of voters residing in the area and the approximate total acreage in the area.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.044. CREATION OF INDUSTRIAL DISTRICT IN EXTRATERRITORIAL JURISDICTION. (a) In this section, "industrial district" has the meaning customarily given to the term but also includes any area in which tourist-related businesses and facilities are located.

(b) The governing body of a municipality may designate any part of its extraterritorial jurisdiction as an industrial district and may treat the designated area in a manner considered by the governing body to be in the best interests of the municipality.

(c) The governing body may make written contracts with owners of land in the industrial district:

(1) to guarantee the continuation of the extraterritorial status of the district and its immunity from annexation by the municipality for a period not to exceed 15 years; and

(2) with other lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities.

(d) The parties to a contract may renew or extend it for successive periods not to exceed 15 years each. In the event any owner of land in an industrial district is offered an opportunity to renew or extend a contract, then all owners of land in that industrial district must be offered an opportunity to renew or extend a contract subject to the provisions of Subsection (c).

(e) A municipality may provide for adequate fire-fighting services in the industrial district by:

(1) directly furnishing fire-fighting services that are to be paid for by the property owners of the district;

(2) contracting for fire-fighting services, whether or not all or a part of the services are to be paid for by the property owners of the district; or (3) contracting with the property owners of the district to have them provide for their own fire-fighting services.

(f) A property owner who provides for his own firefighting services under this section may not be required to pay any part of the cost of the fire-fighting services provided by the municipality to other property owners in the district.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 975, Sec. 1, eff. Aug. 30, 1993.

Sec. 42.045. CREATION OF POLITICAL SUBDIVISION IN INDUSTRIAL DISTRICT. (a) A political subdivision, one purpose of which is to provide services of a governmental or proprietary nature, may not be created in an industrial district designated under Section <u>42.044</u> by a municipality unless the municipality gives its written consent by ordinance or resolution. The municipality shall give or deny consent within 60 days after the date the municipality receives a written request for consent. Failure to give or deny consent in the allotted period constitutes the municipality's consent to the initiation of the creation proceedings.

(b) If the consent is obtained, the creation proceedings must be initiated within six months after the date of the consent and must be finally completed within 18 months after the date of the consent. Failure to comply with either time requirement terminates the consent for the proceedings.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.046. DESIGNATION OF A PLANNED UNIT DEVELOPMENT DISTRICT IN EXTRATERRITORIAL JURISDICTION. (a) The governing body of a municipality that has disannexed territory previously annexed for limited purposes may designate an area within its extraterritorial jurisdiction as a planned unit development district by written agreement with the owner of the land under Subsection (b). The agreement shall be recorded in the deed records of the county or counties in which the land is located. A planned unit development district designated under this section shall contain no less than 250 acres. If there are more than four owners of land to be designated as a single planned unit development, each owner shall appoint a single person to negotiate with the municipality and authorize that person to bind each owner for purposes of this section.

(b) An agreement governing the creation, development, and existence of a planned unit development district established under this section shall be between the governing body of the municipality and the owner of the land subject to the agreement. The agreement shall not be effective until signed by both parties and by any other person with an interest in the land, as that interest is evidenced by an instrument recorded in the deed records of the county or counties in which the land is located. The parties may agree:

(1) to guarantee continuation of the extraterritorial status of the planned unit development district and its immunity from annexation by the municipality for a period not to exceed15 years after the effective date of the agreement;

(2) to authorize certain land uses and developmentwithin the planned unit development;

(3) to authorize enforcement by the municipality of certain municipal land use and development regulations within the planned unit development district, in the same manner such regulations are enforced within the municipality's boundaries, as may be agreed by the landowner and the municipality;

(4) to vary any watershed protection regulations;

(5) to authorize or restrict the creation of political subdivisions within the planned unit development district; and

(6) to such other terms and considerations the parties consider appropriate.

(c) The agreement between the governing body of the municipality and the owner of the land within the planned unit development district shall be binding upon all subsequent governing bodies of the municipality and subsequent owners of the land within the planned unit development district for the term of the agreement.

(d) An agreement or a decision made under this section and an action taken under the agreement by the parties to the agreement are not subject to an approval or an appeal brought under Section 26.177, Water Code.

Added by Acts 1989, 71st Leg., ch. 822, Sec. 5, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 891, Sec. 1, eff. June 8, 1991.

Sec. 42.047. CREATION OF A POLITICAL SUBDIVISION IN AN AREA PROPOSED FOR A PLANNED UNIT DEVELOPMENT DISTRICT. If the governing body of a municipality that has disannexed territory previously annexed for limited purposes refuses to designate a planned unit development district under Section 42.046 no later than 180 days after the date a request for the designation is filed with the municipality by the owner of the land to be included in the planned unit development district, the municipality shall be considered to have given the consent required by Section 42.041 to the incorporation of a proposed municipality including within its boundaries all or some of such land. If consent to incorporation is granted by this subsection, the consenting municipality waives all rights to challenge the proposed incorporation in any court.

Added by Acts 1989, 71st Leg., ch. 822, Sec. 5, eff. Sept. 1, 1989.

Sec. 42.049. AUTHORITY OF WELLS BRANCH MUNICIPAL UTILITY DISTRICT. (a) Wells Branch Municipal Utility district is authorized to contract with a municipality: (1) to provide for payments to be made to the municipality for purposes that the governing body of the district determines will further regional cooperation between the district and the municipality; and

(2) to provide other lawful terms and considerations that the district and the municipality agree are reasonable and appropriate.

(b) A contract entered into under this section may be for a term that is mutually agreeable to the parties. The parties to such a contract may renew or extend the contract.

(c) A municipality may contract with the district to accomplish the purposes set forth in Subsection (a) of this section. In a contract entered into under this section, a municipality may agree that the district will remain in existence and be exempt from annexation by the municipality for the term of the contract.

(d) A contract entered into under this section will be binding on all subsequent governing bodies of the district and of the municipality for the term of the contract.

(e) The district may make annual appropriations from its operations and maintenance tax or other revenues lawfully available to the district to make payments to a municipality under a contract entered into under this section.

Added by Acts 1999, 76th Leg., ch. 926, Sec. 4, eff. June 18, 1999.

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENT FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.102. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.103. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures. (b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

(e) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

SUBCHAPTER E. RELEASE OF AREA BY ELECTION FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.151. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.152. AUTHORITY TO REQUEST ELECTION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may request the municipality to hold an election in accordance with this subchapter to vote on the question of whether to release the area from the municipality's extraterritorial jurisdiction by filing with the municipality a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date.

(b) A resident may not request another election on the question of releasing the same or substantially same area from the municipality's extraterritorial jurisdiction before the second anniversary of the date the municipality receives a petition filed under Subsection (a).

(c) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.153. ELECTION. (a) Except as provided by Section 42.156, a municipality shall order an election on the question of whether to release an area from the municipality's extraterritorial jurisdiction to be held on the first uniform election date that falls on or after the 90th day after the date the municipality receives a petition that complies with Section 42.152.

(b) The municipality shall hold the election ordered under this section in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release.

(c) An election ordered under this section must be held in the same manner as general elections of the municipality. The municipality shall pay for the costs of holding the election.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.154. RESULTS OF ELECTION. (a) The governing body of a municipality shall canvass the election returns for an election held under this subchapter in accordance with Chapter 67, Election Code.

(b) Not later than 48 hours after the canvass of an election held under this subchapter, the municipality shall notify the residents of the area proposed to be released from the municipality's extraterritorial jurisdiction of the results

of the election. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.152.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.155. RELEASE OF AREA AS RESULT OF ELECTION. (a) If at the election held under this subchapter a majority of qualified voters of the area to be released approve the proposed release, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(b) If the municipality fails to take action to release the area under Subsection (a) by the later of the next meeting of the municipality's governing body or the 15th day after the canvass date for the election, the area is released by operation of law.

(c) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.156. VOLUNTARY RELEASE. Instead of holding an election under Section $\underline{42.153}$, the municipality may voluntarily release the area for which the election is to be held from the municipality's extraterritorial jurisdiction before the date on which the election would have been held under Section 42.153(a).

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 42.901. APPORTIONMENT OF EXTRATERRITORIAL JURISDICTIONS THAT OVERLAPPED ON AUGUST 23, 1963. (a) If, on August 23, 1963, the extraterritorial jurisdiction of a municipality overlapped the extraterritorial jurisdiction of one or more other municipalities, the governing bodies of the affected municipalities may apportion the overlapped area by a written agreement approved by an ordinance or a resolution adopted by the governing bodies.

(b) A municipality having a claim of extraterritorial jurisdiction to the overlapping area may bring an action as plaintiff in the district court of the judicial district in which the largest municipality having a claim to the area is located. The plaintiff municipality must name as a defendant each municipality having a claim of extraterritorial jurisdiction to the area and must request the court to apportion the area among the affected municipalities. In apportioning the area, the court shall consider population densities, patterns of growth, transportation, topography, and land use in the municipalities and the overlapping area. The area must be apportioned among the municipalities:

(1) so that each municipality's part is contiguous to the extraterritorial jurisdiction of the municipality or, if the extraterritorial jurisdiction of the municipality is totally overlapped, is contiguous to the boundaries of the municipality;

(2) so that each municipality's part is in a substantially compact shape; and

(3) in the same ratio, to one decimal, that the respective populations of the municipalities bear to each other, but with each municipality receiving at least one-tenth of the area.

(c) An apportionment under this section must consider existing property lines. A tract of land or adjoining tracts of land that were under one ownership on August 23, 1963, and that do not exceed 160 acres may not be apportioned so as to be in the extraterritorial jurisdiction of more than one municipality unless the landowner gives written consent to that apportionment.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.902. RESTRICTION AGAINST IMPOSING TAX IN EXTRATERRITORIAL JURISDICTION. The inclusion of an area in the extraterritorial jurisdiction of a municipality does not by itself authorize the municipality to impose a tax in the area.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.9025. RESTRICTION ON IMPOSING FINE OR FEE IN CERTAIN AREAS IN EXTRATERRITORIAL JURISDICTION. (a) This section applies only to an area that is located in a municipality's extraterritorial jurisdiction and:

(1) that has been disannexed from the municipality under Subchapter \underline{G} , Chapter $\underline{43}$; or

(2) for which the municipality has attempted and failed to obtain consent for annexation under Subchapter C-4 or C-5, Chapter $\underline{43}$.

(b) Notwithstanding any other law, a municipality may not impose under a municipal ordinance a fine or fee on a person on the basis of:

(1) an activity that occurs wholly in an areadescribed by Subsection (a); or

(2) the management or ownership of property located wholly in an area described by Subsection (a).

(c) This section does not limit a municipality, including a municipally owned retail water, wastewater, or drainage utility, from imposing in an area described by Subsection (a) a fine or fee, including through the adoption and enforcement of rates, for water, sewer, drainage, or other related utility services. (d) This section does not apply to development or redevelopment in an area in which an election was held under Section 43.0117.

Added by Acts 2021, 87th Leg., R.S., Ch. 386 (S.B. <u>1168</u>), Sec. 1, eff. June 7, 2021.

Sec. 42.903. EXTRATERRITORIAL JURISDICTION OF CERTAIN TYPE B OR C GENERAL-LAW MUNICIPALITIES. (a) This section applies only to a Type B or C general-law municipality:

(1) that has more than 200 inhabitants;

(2) that is wholly surrounded, at the time of incorporation, by the extraterritorial jurisdiction of another municipality; and

(3) part of which was located, at any time before incorporation, in an area annexed for limited purposes by another municipality.

(b) The governing body of the municipality by resolution or ordinance may adopt an extraterritorial jurisdiction for all or part of the unincorporated area contiguous to the corporate boundaries of the municipality and located within one mile of those boundaries. The authority granted by this section is subject to the limitation provided by Section 26.178, Water Code.

(c) Within 90 days after the date the municipality adopts the resolution or ordinance, an owner of real property in the extraterritorial jurisdiction may petition the municipality to release the owner's property from the extraterritorial jurisdiction. On the presentation of the petition, the property:

(1) is automatically released from the
 extraterritorial jurisdiction of the municipality and becomes
 part of the extraterritorial jurisdiction or limited purpose
 area of the municipality whose jurisdiction surrounded, on May
 31, 1989, the municipality from whose jurisdiction the property
 is released; and

(2) becomes subject to any existing zoning or other land use approval provisions that applied to the property before the property was included in the municipality's extraterritorial jurisdiction under Subsection (b).

(d) The municipality may exercise in its extraterritorial jurisdiction the powers granted under state law to other municipalities in their extraterritorial jurisdiction, including the power to ensure its water supply and to carry out other public purposes.

(e) To the extent of any conflict, this section controls over other laws relating to the creation of extraterritorial jurisdiction.

Added by Acts 1991, 72nd Leg., ch. 16, Sec. 13.01(a), eff. Aug. 26, 1991.

Sec. 42.904. EXTRATERRITORIAL JURISDICTION AND VOTING RIGHTS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality that has disannexed territory under Section 43.133 that it had previously annexed for limited purposes and that has extended rules to its extraterritorial jurisdiction under Section 212.003.

(b) The municipality shall allow all qualified voters residing in the municipality's extraterritorial jurisdiction to vote on any proposition that is submitted to the voters of the municipality and that involves:

 (1) an adoption of or change to an ordinance or charter provision that would apply to the municipality's extraterritorial jurisdiction; or

(2) a nonbinding referendum that, if binding, would apply to the municipality's extraterritorial jurisdiction.

Added by Acts 1993, 73rd Leg., ch. 172, Sec. 1, eff. May 17, 1993.

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 1 OF 5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING **INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:** YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF GUADALUPE

November 4 . 2024 Date:

DANIEL NEAL EWALD (aka Daniel Ewald) and **Grantor:** CAROL ANN EWALD HAGEN (aka Carol Ewald Hagen)

Grantor's Mailing Address: 8505 Granada Hills Dr. Austin, Texas 78737

CSCHUCO, INC., Grantee: a Texas corporation

Grantee's Mailing Address:

222 Hornpipe Hills San Antonio, Texas 78260

Good and valuable consideration, the receipt and sufficiency of which are **Consideration:** hereby acknowledged, and the amount of \$550,000.00 advanced to Grantee by FROST BANK ("Lender"), which funds Grantee has agreed to repay in accordance with the terms of that certain promissory note of even date herewith ("Note") executed by Grantee and payable to the order of Lender and secured by that certain Deed of Trust in favor of Dan J. Guarino of even date herewith

Property (including any improvements): See Exhibit A attached hereto and incorporated herein for all purposes

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject only to those certain matters set forth on Exhibit B attached hereto and made a part hereof for all purposes

Grantor is responsible for all real property taxes and assessments as to the Property for the current year and subsequent years are the responsibility of Grantee and are assumed by

Grantee

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GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 2 OF 5

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, hereby grants, sells, and conveys unto Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

A vendor's lien is retained against the Property, and in consideration of Lender's advance of funds, is hereby assigned and conveyed to Lender for the security of and until the full and final payment of the Note, whereupon this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE PAGE FOLLOWS]

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GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 3 OF 5

EXECUTED TO BE EFFECTIVE as of the date first set forth above.

GRANTOR:

DANIEL NEAL EW

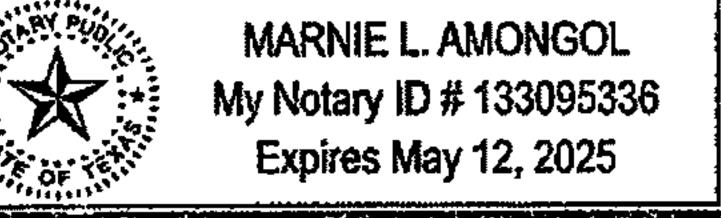
STATE OF TEXAS COUNTY OF <u>Oraclalupe</u>

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL NEAL EWALD, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this $\underline{4}$ day of <u>November</u>, 2024. Notary Public, in and for the State of Texas

Carolann Evaloph

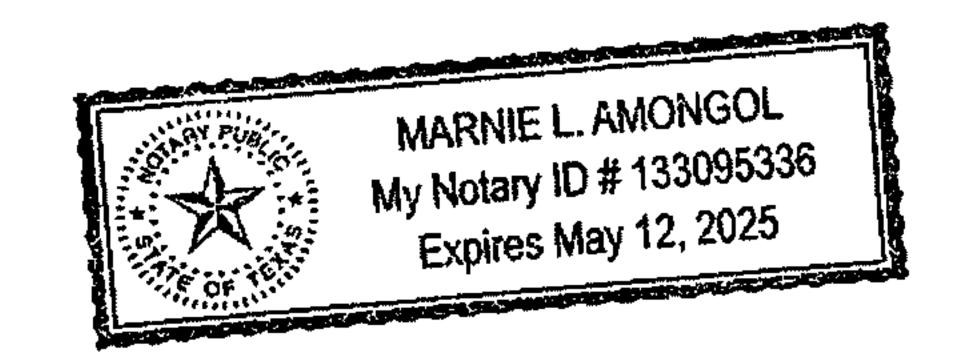




STATE OF TEXAS § COUNTY OF <u>Graduf</u>e §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL ANN EWALD HAGEN, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this $\frac{1}{2}$ day of <u>November</u>, 2024.



Notary Public, in and for the State of Texas

4875-4380-1076, v. 1

BEING AN 18.99 ACRE TRACT OUT OF THE JOSE FLORES SR. SURVEY NUMBER 63, ABSTRACT NUMBER 134, IN GUADALUPE COUNTY, TEXAS, AND CALLED 19 ACRES IN A WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT EWALD AND WIFE, LUCILLE EWALD RECORDED IN VOLUME 557, PAGE 393, DEED RECORDS OF GUADALUPE COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 4 OF 5

BEGINNING: at a set 1/2 inch iron rod with yellow cap stamped "ALLIANCE LAND SURVEYORS RPLS 4716" on the north right-of-way line of Bolton Road (existing public right-of-way), the southeast corner of a 78.72 acre tract described in a deed to Bernice W. Cuellar recorded in Volume 2093, Page 847, Official Public Records, Guadalupe County, Texas, the southwest corner hereof, having Texas State Plane coordinates of N: 13,736,797.85 and E: 2,236,396.35, South Central Zone 4204, Grid;

- THENCE: North 31°28'58" West 2414.84' with the east line of said 78.72 acre tract to a found square iron pin on the south line of a 112.90 acre tract described in a deed to Donna R. Schmoekel irrevocable Trust recorded in Document Number 202399023485, Official Public Records, Guadalupe County, Texas, the northwest corner hereof;
- THENCE: North 57°36'00" East with the south line of said 112.90 acre tract pass a 4" concrete square monument at a distance of 97.40' and continuing for a total of 342.50° to a found square iron pin on the south line of a 5.000 acre tract described in a deed to Jeffrey C. Norte recorded in Document Number 202199025833, Official Public Records, Guadalupe County, Texas, and the northwest corner of a 41.03 acre tract described in a deed to Glenn R. Winkelmann recorded in Volume 2093, Page 851, Official Public Records, Guadalupe County, Texas, the northeast corner hereof;
- THENCE: South 31°29'01" East 2417.72' with the west line of said 41.03 acre tract to a found 1/2 inch iron rod for the southwest corner of said 41.03 acre tract, from which a found 1/2 inch iron rod North 23°17'07" East 0.43', the southeast corner hereof;
- THENCE: South 58°05'00" West 342.50' with the North right-of-way of Bolton Road to the POINT OF BEGINNING of this 18.99 Acre (827,511 square feet) tract in Guadalupe County, Texas.

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GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202499027203 PAGE: 5 OF 5

EXHIBIT B

PERMITTED EXCEPTIONS

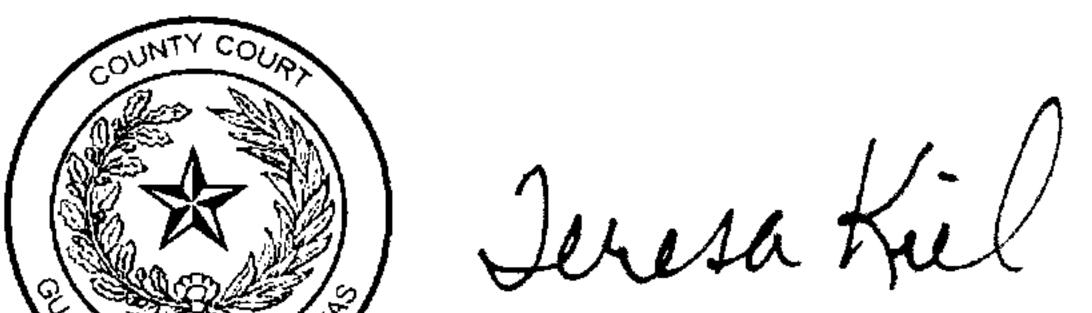
1. Easement recorded December 29, 2011 in Volume 3074, Page 1007, of the Official Public Records, Guadalupe County, Texas, as shown on survey dated 9/17/2024 and updated 10/11/2024, prepared by Gary A. Gibbons, RPLS No. 4716.

2. Easement recorded in Volume 124, Page 538, of the Deed Records, Guadalupe County,

Texas.

3. Easement rights, if any, related to the overhead electric lines and power poles located on the Property, as shown on survey dated 9/17/2024 and updated 10/11/2024, prepared by Gary A. Gibbons, RPLS No. 4716.

202499027203 I certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 11/05/2024 09:04:10 AM PAGES: 5 LEAH TERESA KIEL, COUNTY CLERK





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RESOLUTION NO. 1666

RESOLUTION OF THE CITY OF CIBOLO, TEXAS, APPROVING AND DIRECTING THE CITY ATTORNEY TO REPRESENT THE CITY OF CIBOLO, TEXAS AS AN INTERVENING CO-PLAINTIFF JOINING FIFTEEN OTHER CITIES AS PLAINTIFF IN *CITY OF GRAND PRAIRIE V. THE STATE OF TEXAS*, PENDING IN THE 261ST JUDICIAL DISTRICT OF TRAVIS COUNTY, TEXAS, CHALLENGING SENATE BILL 2038 AS INVALID, UNCONSTITUTIONAL, AND VOID; PROVIDING FOR REPEAL AND 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 finds the City of Cibolo ("City") is a Texas Home Rule Municipality, as defined by applicable law; and

WHEREAS, the City Council finds that on October 25, 2023, the City of Grand Prairie filed a lawsuit in Travis County to have S.B. 2038 declared unconstitutional and void; and,

WHEREAS, the City Council finds S.B. 2038, which went into effect on September 1, 2023, generally authorizes residents of a city's extraterritorial jurisdiction ("ETJ") to petition for removal from the city's ETJ under certain circumstances; and

WHEREAS, the City Council finds that among other things, the Plaintiff cities argue that S.B. 2038 violates the "separation of powers" doctrine in the Texas Constitution by delegating legislative decisions to private property owners, violates due course of law for being unconstitutionally vague and for lack of notice and an opportunity for property owners to be heard, and conflicts with existing state law requiring city council consent for the reduction in size of a city's ETJ; and

WHEREAS, the City Council finds that by intervening, it will join the cities of Anna, Auburn, Brownsville, Bulverde, Clyde, Crandall, Denson, Denton, Grand Prairie, Hutto, Kaufman, Lockhart, McKinney, Navasota, and Van Alstyne ("Plaintiff cities"), as Plaintiffs; and

WHEREAS, the City Council finds the legal arguments of the Plaintiff cities are well supported by legal authorities, both statutory and common law; and

WHEREAS, the City Council finds that the City of Cibolo, Texas is similarly situated with the Plaintiff cities, and will equally suffer the same harm as presented by the Plaintiff cities in its Amended Original Petition, making it necessary for the Cit to join in the pending suit to protect its ETJ from being illegally diminished.

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

1, The statements set forth in and by reference in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

2. The City Attorney is authorized to represent the City of Cibolo, Texas in the *Grand Prairie v. State of Texas* lawsuit pending in Travis County, Texas, challenging SB 2038, and may file all necessary and appropriate pleadings, motions and other filings on behalf of the city, and must continue to do so, through any appeal, until a final unappealable judgment is obtained, or as further directed by the City Council.

3. The City Attorney's is authorized to charge the city the flat rate of \$160 per hour for work performed in connection with this matter.

4. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation and this Resolution shall not operate to repeal or affect any 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 resolution or resolutions are hereby repealed.

5. If any section, subsection, sentence, clause, or phrase of this Resolution shall for any reason is held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

6. The meeting at which this Resolution passed was conducted in compliance with the Texas Open Meetings Act.

[THIS SPACE LEFT INTENTIONALLY BLANK]

7. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Cibolo, Texas.

PASSED AND ADOPTED BY THE CITY COUNCIL ON THE 27th DAY OF FEBRUARY 2024.





C. Discussion/Action to consider a request to release a 19.06 acre tract of land, Pedro San Miguel Survey No.256, Abstract No. 227, Volume 567, Page 876, Deed of Records of Guadalupe County; and, a 4.26 acre tract, described as ABS: 227 SUR: P Miguel, Guadalupe County, generally located at 5711 Green Valley Road, from the City of Cibolo's 5-mile extraterritorial jurisdiction (ETJ). (Mr. Vasquez)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Discussion/Action Item: 14C.
From	
Rick Vasquez, Director of Economic Development and Planning	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Navigating ETJ Withdrawals in the Wake of Senate Bill 2038

In the aftermath of Senate Bill 2038's enactment, which took effect on September 1, 2023, and has been codified as Subchapter D of Chapter 42 of the Texas Local Government Code, municipalities across Texas are witnessing a surge in petitions from landowners and developers eager to withdraw from extraterritorial jurisdictions (ETJs). While some cities and towns may welcome these withdrawals, particularly where the administrative burden outweighs the benefits, contentious disputes are emerging along critical gateway tracts and strategic boundary areas where municipal interests are deeply entrenched.

Understanding ETJ and Its Implications

The concept of ETJ is defined under Section 42.021 of the Texas Local Government Code as "the unincorporated area that is contiguous to the corporate boundaries of a municipality." The extent of a municipality's ETJ is determined by its population size. For instance, a municipality with a population of 100,000 or more possesses an ETJ extending five miles beyond its boundaries.

The foundational purpose of the ETJ, as outlined in Section 42.001 of the Texas Local Government Code, is to "promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities." This legislative intent underscores the role of ETJs in facilitating orderly development, ensuring public safety, and preparing for potential future annexation.

The Impact of Senate Bill 2038

Senate Bill 2038 has significantly altered the landscape for ETJ governance by streamlining the withdrawal process for landowners and developers. This legislative shift empowers property stakeholders to more easily petition for release from a municipality's ETJ, thereby reducing municipal influence over development patterns in these unincorporated areas.

While this new legal framework provides greater autonomy for landowners, it also introduces complex challenges for municipalities. Key areas of concern include:

Strategic Land Use Conflicts: Disputes are intensifying in regions where municipalities have invested in long-term planning, infrastructure, and economic development initiatives. The potential withdrawal of such tracts can disrupt growth projections and compromise regional planning objectives.

Revenue and Service Implications: Municipalities often rely on ETJs for future annexation opportunities, which are critical for expanding the tax base and justifying infrastructure investments. The loss of ETJ territories may affect fiscal strategies and service delivery models.

Regulatory and Jurisdictional Challenges: The withdrawal of areas from ETJs can create regulatory gaps, particularly concerning environmental protections, building standards, and public safety regulations, leading to fragmented governance.

Navigating the Path Forward

Municipal leaders must adopt proactive strategies to address the evolving dynamics of ETJ withdrawals. Recommended actions include:

Engaging in Collaborative Dialogue: Foster open communication channels with landowners, developers, and regional stakeholders to negotiate mutually beneficial agreements and mitigate conflicts.

Reassessing Comprehensive Plans: Update comprehensive plans and growth strategies to reflect the changing ETJ landscape, ensuring that municipal objectives remain aligned with new jurisdictional realities.

Legal and Policy Review: Work closely with legal counsel to understand the implications of Senate Bill 2038 and explore potential legal avenues to protect municipal interests where disputes arise.

Advocacy and Legislative Engagement: Participate in legislative advocacy to influence future policy developments that balance the rights of landowners with the strategic needs of municipalities.

As Texas municipalities adapt to the implications of Senate Bill 2038, a nuanced approach that blends legal acumen, strategic planning, and stakeholder engagement will be essential in navigating the complex terrain of ETJ withdrawals.

Legal Challenges to Senate Bill 2038

The Texas Municipal League, using the City of Grand Prairie (the City) as its plaintiff, has advanced three primary arguments challenging SB 2038:

City's Argument #1: SB 2038 is an unconstitutional "private delegation of legislative authority" because it gives individual landowners the power to decide whether to remove their land from the ETJ.

Response: ETJs are creations of the Legislature, and municipalities have no constitutional right to maintain an ETJ. The Legislature holds the authority to define ETJs, determine the inclusion and exclusion of land, and establish related processes. Since the Legislature could abolish ETJs entirely, it logically retains the power to provide landowners with a mechanism to withdraw from them. Historically, landowners have used petition processes to detach from municipal control, not just ETJs but cities themselves. Grand Prairie's argument risks invalidating all such petition mechanisms, undermining established legislative authority.

Furthermore, SB 2038 addresses a genuine constitutional issue: prior to its enactment, ETJ landowners could be regulated by municipalities without electoral representation—a clear case of "regulation without representation." SB 2038 corrects this by granting landowners a democratic pathway to opt out. The City's argument ironically entrenches this undemocratic scenario by suggesting that even the Legislature cannot remedy the issue.

City's Argument #2: SB 2038 conflicts with §42.023 of the Local Government Code, which generally requires city consent via ordinance or resolution to reduce an ETJ.

Response: While §42.023 sets a general rule requiring city consent for ETJ reductions, specific statutory provisions override this when they mandate releases. For instance, §42.025 and §42.0251 obligate municipalities to release certain properties from ETJs upon meeting specified criteria. SB 2038 follows this precedent with mandates such as §42.105(c) and §42.155, which stipulate that municipalities "shall immediately release" areas meeting petition requirements. If city consent could nullify these mandates, it would render them ineffective, contradicting legislative intent.

Courts can harmonize these provisions by interpreting the consent requirement as a procedural formality once statutory conditions are met, compelling cities to issue the necessary ordinances or resolutions.

City's Argument #3: SB 2038's petition mechanism is unconstitutional because it allows a majority of registered voters in an area to mandate ETJ withdrawal without ensuring notice and a hearing for minority landowners.

Response: This argument likely faces standing issues, as it concerns the rights of minority landowners rather than municipal interests. Practically, petitions are filed by landowners seeking to withdraw their own property, not others'. In rare cases where minority landowners are affected, they can request re-inclusion into the ETJ. Given municipalities' preference for maintaining jurisdiction, such requests would likely be granted.

Navigating the Path Forward

Municipal leaders must adopt proactive strategies to address the evolving dynamics of ETJ withdrawals. Recommended actions include:

- **Engaging in Collaborative Dialogue:** Foster open communication channels with landowners, developers, and regional stakeholders to negotiate mutually beneficial agreements and mitigate conflicts.
- **Reassessing Comprehensive Plans:** Update comprehensive plans and growth strategies to reflect the changing ETJ landscape, ensuring that municipal objectives remain aligned with new jurisdictional realities.
- Legal and Policy Review: Work closely with legal counsel to understand the implications of Senate Bill 2038 and explore potential legal avenues to protect municipal interests where disputes arise.
- Advocacy and Legislative Engagement: Participate in legislative advocacy to influence future policy developments that balance the rights of landowners with the strategic needs of municipalities.

The City of Cibolo City Council, on February 27, 2024, passed Resolution No. 1666, intervening as co-plaintiff, joining fifteen other municipalities, as plaintiffs in City of Grand Prairie v. the State of Texas, challenging Senate Bill 2038.

STAFF RECOMMENDATION:

Staff recommends denial of the request

FINANCIAL IMPACT:

N/A

MOTION(S):

I move to deny Cschuco's petition to remove property from the City's extra-territorial jurisdiction because Senate Bill 2038, Local Government Code Section 42.104 and Section 42.105 are unconstitutional delegations of legislative authority in conflict with Local Government Code Section 42.023, and the City does not consent to removal of the property from it's extraterritorial jurisdiction.

Attachments

Petition to Release Area from ETJ of Cibolo -- Schryver Tracts -signed (003).pdf Schriver Tract ETJ release.pdf GrandPraire Lawsuit Appendix A.pdf TLGC Chap 42, Subchapter D.pdf RES 1666 02_27_2024 Grand Prairie v State of TX.pdf

PETITION FOR RELEASE OF AREA FROM THE EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS	§
	§
COUNTY OF GUADALUPE	§

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS:

The undersigned (hereinafter called "Petitioner," collectively), acting pursuant to Section 42.102 of the Texas Local Government Code, as amended, hereby respectfully petitions the City of Cibolo, Texas (hereinafter called the "City"), for the removal of the area described in <u>Exhibit A-1</u> and <u>Exhibit A-2</u> herein (the "Property") from the extraterritorial jurisdiction (the "ETJ") of the City.

In support of this Petition, Petitioner would respectfully show:

I.

Petitioner has authority, pursuant to Section 42.102(b) of the Texas Local Government Code, to file this Petition as the owner(s) of the majority in value of an area of land in a municipality's ETJ.

II.

This Petition is signed by a majority in value of the holders of title of land in the area as described by the Petition, as indicated by the tax rolls of the Guadalupe County Central Appraisal District attached hereto as <u>Exhibit B-1</u> and evidenced by the *Correction Special Warranty Deed*, dated May 26, 2022, attached hereto as <u>Exhibit B-2</u>.

III.

This Petition has satisfied the signature requirements described by Sections 42.103 and 42.104(a) of the Texas Local Government Code and Chapter 277, Election Code, and is not later than the 180th day after the date the first signature for the Petition is obtained.

IV.

The signature collected for this Petition is in writing, pursuant to Section 42.104(c) of the Texas Local Government Code.

V.

The Property is located in Guadalupe County, Texas, and consists of two (2) tracts totaling approximately 23.329 acres, as described in <u>Exhibit A-1</u> and <u>Exhibit A-2</u>, all of which are located within the extraterritorial jurisdiction of the City and, to the best of the Petitioner's knowledge, is not subject to any of the exceptions from applicability described in Section 42.101, Texas Local Government Code.

This Petition shall be verified by the City Secretary of the City or other person at the City responsible for verifying signatures.

VII.

The City must notify the residents or landowners of the District of the results of the Petition, which notification requirement may be satisfied by notifying the Petitioner in writing.

VIII.

If Petitioner has obtained the signatures on the Petition required under Section 42.104, Texas Local Government Code to release the District from the City's ETJ, the City shall immediately release the District from its ETJ pursuant to Section 42.105(c), Texas Local Government Code.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the City Secretary of the City of Cibolo, Texas, and that, thereafter, the Property be removed from the extraterritorial jurisdiction of the City, in the manner provided by law, including particularly Sections 42.102-105 of the Texas Local Government Code, as amended, that after this Petition has been granted, that it and the Petitioner's action thereon be filed of record and be recorded in the Office of the City Secretary of Cibolo, Texas; and that Petitioner have such other order and relief to which they may show itself entitled. If the City Council has not released the Property from the ETJ by the later of the 45th day after the date the City receives this Petition, the Property shall be released by operation of law pursuant to Chapter 42.105(d), Texas Local Government Code.

[*Remainder of page intentionally blank*]

2020 25 per 2024 RESPECTFULLY SUBMITTED this Odday of ______

PETITIONER

Michele Gail Schryver Michel gail Schuyer Date of Signature: Jane 02, 2025

Belinda Lee Myers Belikter Mayor Date of Signature: 02 Jan 2029

-NOTARY PUBLIC, STATE OF TEXAS

, 2024,

Ben Davig Schryver

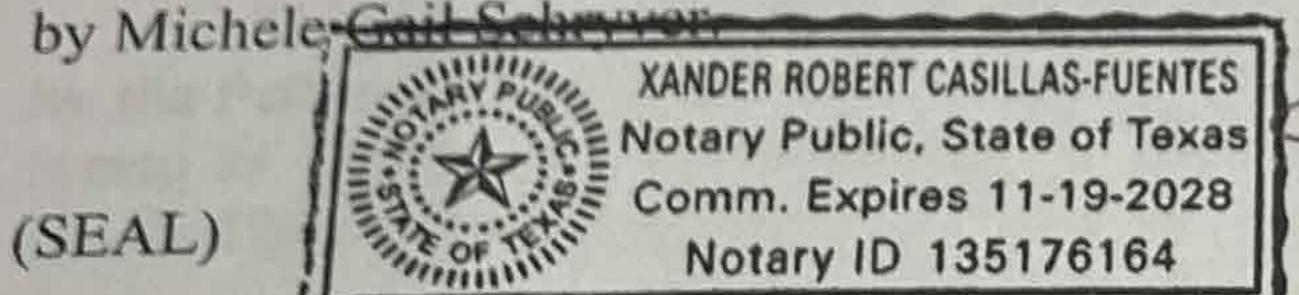
Bar Jan 02,2029 Date of Signature: Jan 02,2029

Acreage: 23.329 acres 67942 Guadalupe CAD Property ID(s): 67943

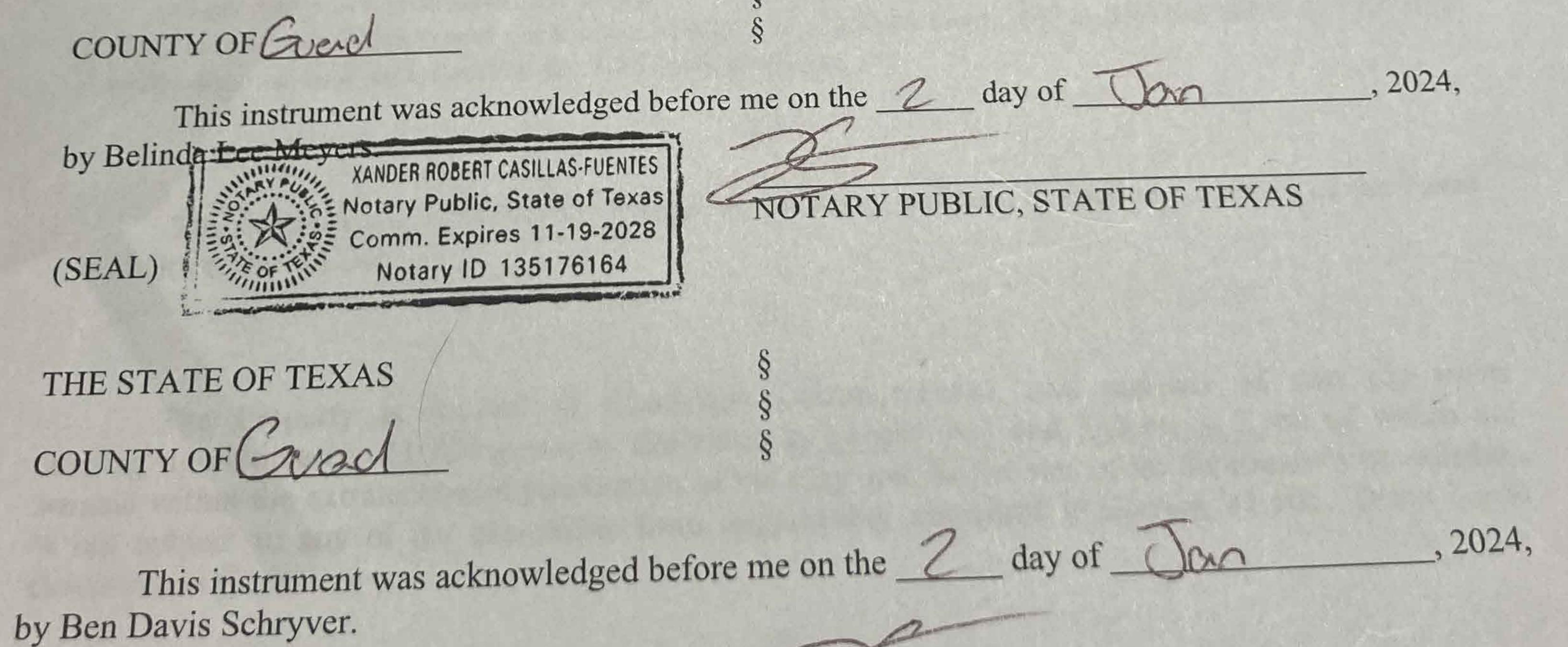
THE STATE OF TEXAS

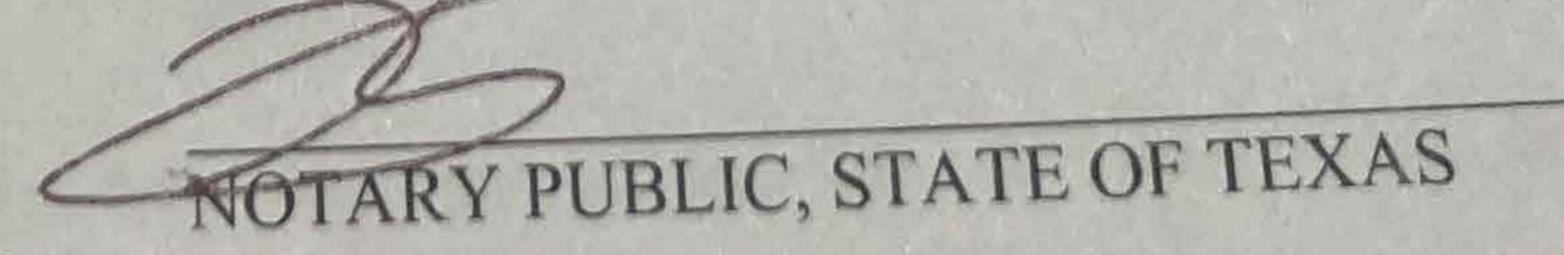
COUNTY OF Good

This instrument was acknowledged before me on the 2 day of 3aq



THE STATE OF TEXAS





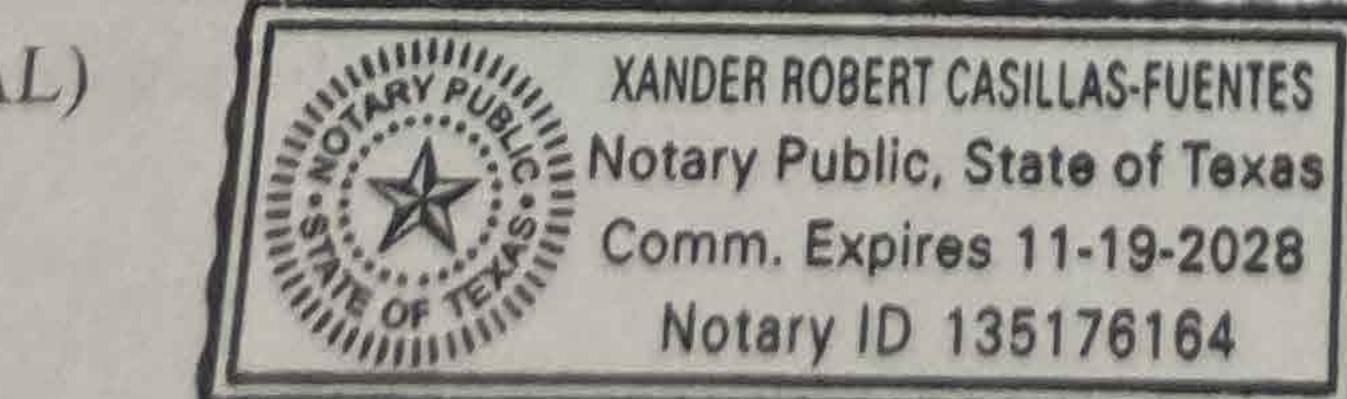




EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION OF AREA TO BE REMOVED FROM THE EXTRATERRITORIAL JURISDICTION

[Please see attached]

BEING 23.3285 ACRES OF LAND OUT OF A 63.0 ACRE TRACT OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256, ABSTRACT NO. 227 GUADALUPE COUNTY TEXAS AS RECORDED IN VOLUME 567 PAGE 878 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIN FOUND ON THE NORTHWEST RIGHT OF WAY LINE OF COUNTY ROAD 376, COMMONLY KNOWN AS GREEN VALLEY RD., SAID POINT ALSO BEING THE SOUTH CORNER OF THE ABOVE MENTIONED 63.0 ACRE PARENT TRACT AND THE SOUTH CORNER OF SAID TRACT;

- THENCE: LEAVING THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD., N 29°38'33" W FOR A DISTANCE OF 1532.33 FEET TO AN IRON PIN FOUND FOR THE MOST WESTERLY CORNER OF SAID TRACT:
- THENCE: N 60.03'27" E FOR A DISTANCE OF 662.34 FEET TO AN IRON PIN SET FOR THE MOST NORTHERLY CORNER OF SAID TRACT:
- THENCE: 5 29°42'57" E FOR A DISTANCE OF 1531.65 FEET TO AN IRON PIN SET ON THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD. FOR THE MOST EASTERLY CORNER OF SAID TRACT;
- THENCE: WITH THE RIGHT OF WAY LINE OF GREEN VALLEY RD.. 5 60.00.00" W FOR & DISTANCE OF 664.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.3285 ACRES (1.016,188 SQ, FT.) OF LAND.

EXHIBIT "A-2"

MAP OF AREA TO BE REMOVED FROM THE EXTRATERRITORIAL JURISDICTION

[Please see attached]

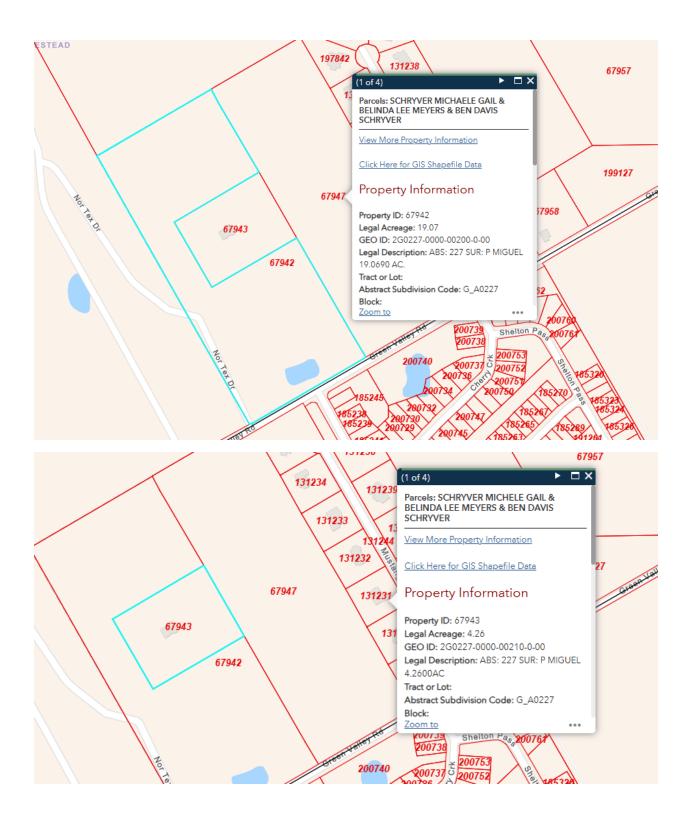


EXHIBIT "B-1"

TAX ROLLS DEMONSTRATING OWNERSHIP OF AREA TO BE REMOVED FROM THE EXTRATERRITORIAL JURISDICTION

[Please see attached]

Property Details				
Account				
Property ID:	67942	Geographic ID: 2G0227-0000-00200-0-00		
Туре:	R	Zoning:		
Property Use:				
Location				
Situs Address:	GREEN VALLEY RD			
Map ID:	L-5 Mapsco:			
Legal Description:	ABS: 227 SUR: P MIGUEL 19.0690 AC.			
Abstract/Subdivision:	G_A0227			
Neighborhood:	(RURAL_G05) RURAL NBHD GEO REGION			
Owner				
Owner ID:	213373			
Name:	SCHRYVER MICHAELE GAIL & BELINDA LEE MEYERS & BEN DAVIS SCHRYVER			
Agent:				
Mailing Address:	3334 WHISPER MANOR CIBOLO, TX 78108			
% Ownership:	100.0%			
Exemptions:	For privacy reasons not all exemptions are shown online.			

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$1,670,054 (+)

Market Value:	\$1,670,054 (=)
Agricultural Value Loss: 🚱	\$1,667,556 (-)
Appraised Value:	\$2,498 (=)
HS Cap Loss: 😧	\$0 (-)
Circuit Breaker: 😧	\$0 (-)
Assessed Value:	\$2,498
Ag Use Value:	\$2,498

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: SCHRYVER MICHAELE GAIL & BELINDA LEE MEYERS & BEN DAVIS SCHRYVER **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax
GCO	GUADALUPE COUNTY	\$1,670,054	\$2,498	\$6.56
LTR	LATERAL ROAD	\$1,670,054	\$2,498	\$1.35
SCS	SCHERTZ-CIBOLO-U.C. ISD	\$1,670,054	\$2,498	\$28.40
CAD	APPRAISAL DISTRICT	\$1,670,054	\$2,498	\$0.00

Total Tax Rate: 1.453600

Estimated Taxes With Exemptions: \$36.31

Estimated Taxes Without Exemptions: \$24,275.90

Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
D5G	NATIVE GOOD	19.07	830,645.64	0.00	0.00	\$1,670,054	\$2,498

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$1,670,054	\$2,498	\$2,498	\$0	\$2,498
2023	\$0	\$650,881	\$2,189	\$2,189	\$0	\$2,189
2022	\$0	\$650,881	\$2,393	\$2,393	\$0	\$2,393
2021	\$0	\$348,912	\$2,372	\$2,372	\$0	\$2,372
2020	\$0	\$348,902	\$2,393	\$2,393	\$0	\$2,393
2019	\$0	\$348,918	\$2,214	\$2,214	\$0	\$2,214
2018	\$0	\$338,784	\$2,007	\$2,007	\$0	\$2,007
2017	\$0	\$251,088	\$1,934	\$1,934	\$0	\$1,934
2016	\$0	\$214,731	\$1,694	\$1,694	\$0	\$1,694

Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
7/17/1998	ОТ	OTHER		MC CALLEY JUSTICE & MARY H	1408	0742	0
9/13/2017	SWD	SPECIAL WARRANTY DEED	MC CALLEY JUSTICE & MARY H	SCHRYVER MICHAELE GAIL & BELINDA LEE MEYERS & BEN DAVIS SCHRYVER	2018	99023996	201899023996
6/23/2017	CD	CORRECTION DEED			2022	99016792	202299016792

Property Details				
Account				
Property ID:	67943 Geographic ID: 2G0227-0000-00210-0			
Туре:	R	Zoning:		
Property Use:				
Location				
Situs Address:	5711 GREEN VALLEY RD TX			
Map ID:	L-5	Mapsco:		
Legal Description:	ABS: 227 SUR: P MIGUEL 4.2600AC			
Abstract/Subdivision:	G_A0227			
Neighborhood:	(RURAL_G05) RURAL NBHD GEO REGION			
Owner				
Owner ID:	209836			
Name:	SCHRYVER MICHELE GAIL & BELINDA LEE MEYERS & BEN DAVIS SCHRYVER			
Agent:				
Mailing Address:	C/O MICHELE GAIL SCHRYVER 3334 WHISPER MANOR CIBOLO, TX 78108			
% Ownership:	100.0%			
Exemptions:	For privacy reasons not all exemptions are shown online.			

Property Values

\$0 (+)
\$357,533 (+)
\$0 (+)
\$165,047 (+)
\$0 (+)

Market Value:	\$522,580 (=)
Agricultural Value Loss: 🚱	\$0 (-)
Appraised Value:	\$522,580 (=)
HS Cap Loss: 😧	\$0 (-)
Circuit Breaker: 😧	\$0 (-)
Assessed Value:	\$522,580
Ag Use Value:	\$0

District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: SCHRYVER MICHELE GAIL & BELINDA LEE MEYERS & BEN DAVIS SCHRYVER **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax
GCO	GUADALUPE COUNTY	\$522,580	\$522,580	\$1,372.82
LTR	LATERAL ROAD	\$522,580	\$522,580	\$282.19
SCS	SCHERTZ-CIBOLO-U.C. ISD	\$522,580	\$522,580	\$5,941.21
CAD	APPRAISAL DISTRICT	\$522,580	\$522,580	\$0.00

Total Tax Rate: 1.453600

Estimated Taxes With Exemptions: \$7,596.22

Estimated Taxes Without Exemptions: \$7,596.22

Property Improvement - Building

Description: RESIDENTIAL Type: RESIDENTIAL Living Area: 1792.0 sqft Value: \$257,740

Туре	Description	Class CD	Year Built	SQFT
RES1	MAIN FLR	R6-	0	1792
AGF		*	0	529
СР		*	0	88
СР		*	0	160

Description: RESIDENTIAL Type: RESIDENTIAL Living Area: 816.0 sqft Value: \$31,360

Туре	Description	Class CD	Year Built	SQFT
RES1	MAIN FLR	R2	0	816
СР		*	0	36
DC		DCA	0	216

Description: RESIDENTIAL Type: RESIDENTIAL Living Area: 0 sqft Value: \$51,408

Туре	Description	Class CD	Year Built	SQFT
BARN	BARN	WBC	0	1440
BARN	BARN	WBC	0	480
BARN	BARN	WBC	0	480
BARN	BARN	WBD	0	456
BARN	BARN	WBD	0	1210
STG		STGF	0	112

Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ACRE	ACRE	4.26	174,240.00	0.00	0.00	\$160,046	\$0
UTIL	UTILITY	0.00	0.00	1.00	0.00	\$5,001	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$357,533	\$165,047	\$0	\$522,580	\$0	\$522,580
2023	\$289,392	\$150,406	\$0	\$439,798	\$0	\$439,798
2022	\$400,454	\$150,406	\$0	\$550,860	\$0	\$550,860
2021	\$285,156	\$82,947	\$0	\$368,103	\$0	\$368,103
2020	\$281,141	\$82,944	\$0	\$364,085	\$0	\$364,085
2019	\$262,868	\$82,948	\$0	\$345,816	\$0	\$345,816
2018	\$256,278	\$80,684	\$0	\$336,962	\$0	\$336,962
2017	\$251,767	\$61,093	\$0	\$312,860	\$0	\$312,860
2016	\$244,090	\$52,971	\$0	\$297,061	\$0	\$297,061

Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
7/17/1998	ОТ	OTHER		MC CALLEY JUSTICE & MARY H	1408	0742	0
6/23/2017	SWD	SPECIAL WARRANTY DEED	MC CALLEY JUSTICE & MARY H	SCHRYVER MICHELE GAIL & BELINDA LEE MEYERS & BEN DAVIS SCHRYVER	2018	99023995	201899023995
6/23/2017	CD	CORRECTION DEED			2022	99016792	202299016792

EXHIBIT "B-2"

DEED DEMONSTRATING OWNERSHIP OF AREA TO BE REMOVED FROM THE EXTRATERRITORIAL JURISDICTION

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202299016792 PAGE: 1 OF 6

This Correction Special Warranty Deed is given in correction and replacement of that certain Special Warranty Deed dated June 23, 2017, recorded on October 19, 2018, as Document No. 201899023995 in the Official Public Records of Guadalupe County, Texas, and that certain Special Warranty Deed dated September 13, 2017, recorded on October 19, 2018, as Document No. 201899023996 in the Official Public Records of Guadalupe County, Texas, for purposes of <u>combining and correcting</u> the legal descriptions therein.

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE FUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION SPECIAL WARRANTY DEED

Grantor: The Estate of Mary Helen McCalley

Grantor's Mailing Address:

The Estate of Mary Helen McCalley 5711 Green Valley Rd. Cibolo, TX 78108

Grantee: Michele Gail Schryver, Belinda Lee Meyers, Ben Davis Schryver

Grantee's Mailing Address:

Michele Gail Schryver 3334 Whisper Manor Cibolo. TX 78108

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

That certain real property situated in Guadalupe County, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None.

Exceptions from Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions from Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions from Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

<u>CORRECTION SPECIAL WARRANTY DEED</u>: Reference is hereby made to the following two (2) Special Warranty Deeds from Grantor to Grantee:

- 1. That certain Special Warranty Deed dated June 23, 2017, recorded on October 19, 2018, as Document No. 201899023995 in the Official Public Records of Guadalupe County, Texas; and
- 2. That certain Special Warranty Deed dated September 13, 2017, recorded on October 19, 2018, as Document No. 201899023996 in the Official Public Records of Guadalupe County, Texas;

(collectively, the "<u>Original Deeds</u>"), wherein errors were made in the legal descriptions of the Property set forth in the Original Deeds. This Correction Special Warranty Deed is being executed in order to <u>combine and correct the descriptions of the Property</u> conveyed by the Original Deeds. This Correction Special Warranty Deed supersedes and replaces the Original Deeds in their entircty and is made to correct the above-described errors. This Correction Special Warranty Deed is effective as of, and is retroactive to June 23, 2017. Grantee has executed a joinder to this Correction Special Warranty Deed to evidence its intention and consent to the execution and recording of this Correction Special Warranty Deed.

[SIGNATURE PAGES FOLLOW]

. . • ...•

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Executed by the undersigned on the date or dates set out hereinbelow, to be effective as set forth above.

GRANTOR:

h. Ca. whe Bv:

Michele Gail Schryve, Executrix of the Estate of Mary Helen McCalley

THE STATE OF TEXAS)

Notary Public, State of Texas Comm. Expires 03-16-2026 Notary ID 133648631

COUNTY OF GUADALUPE

This instrument was acknowledged before me on March 24, 2022 by Michele Gail Schryver, Executrix of the Estate of Mary Helen McCalley, on behalf of said Estate.

)

Notary Public, State of Texas My commission expires: 3/16/2026

RAQUEL WHITMIRE

(SEAL)

Grantee hereby executes this joinder to evidence its consent to the execution and recording of this Correction Special Warranty Deed.

GRANTEE:

Muchele Gail Schryver

ee Ma.

BEN DAVIS SCHRYVER

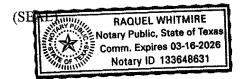
THE STATE OF TEXAS COUNTY OF Guadalupe

This instrument was acknowledged before me this 24 day of March, 2022 by Michele Gail Schryver.

)

)

)



Notary Public, State of Texas

My commission expires: 3/16/2026

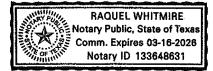
THE STATE OF TEXAS COUNTY OF Guadalupe

This instrument was acknowledged before me this <u>24</u> day of March, 2022 by Belinda Lee Meyers.

Consul

Notary Public, State of Texas My commission expires: 3/16/2026

(SEAL)



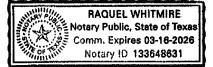
THE STATE OF TEXAS COUNTY OF Gruadalope

This instrument was acknowledged before me this <u>24</u> day of <u>March</u>, 2022 by Ben Davis Schryver.

)

(SEAL)

Notary Public, State of Texas My commission expires: 3/16/2026



AFTER RECORDING RETURN TO:

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202299016792 PAGE: 6 OF 6

EXHIBIT "A"

BEING 23.3285 ACRES OF LAND OUT OF A 63.0 ACRE TRACT OUT OF THE PEDRO SAN MIGUEL SURVEY NO. 256, ABSTRACT NO. 227 GUADALUPE COUNTY TEXAS AS RECORDED IN VOLUME 567 PAGE 878 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

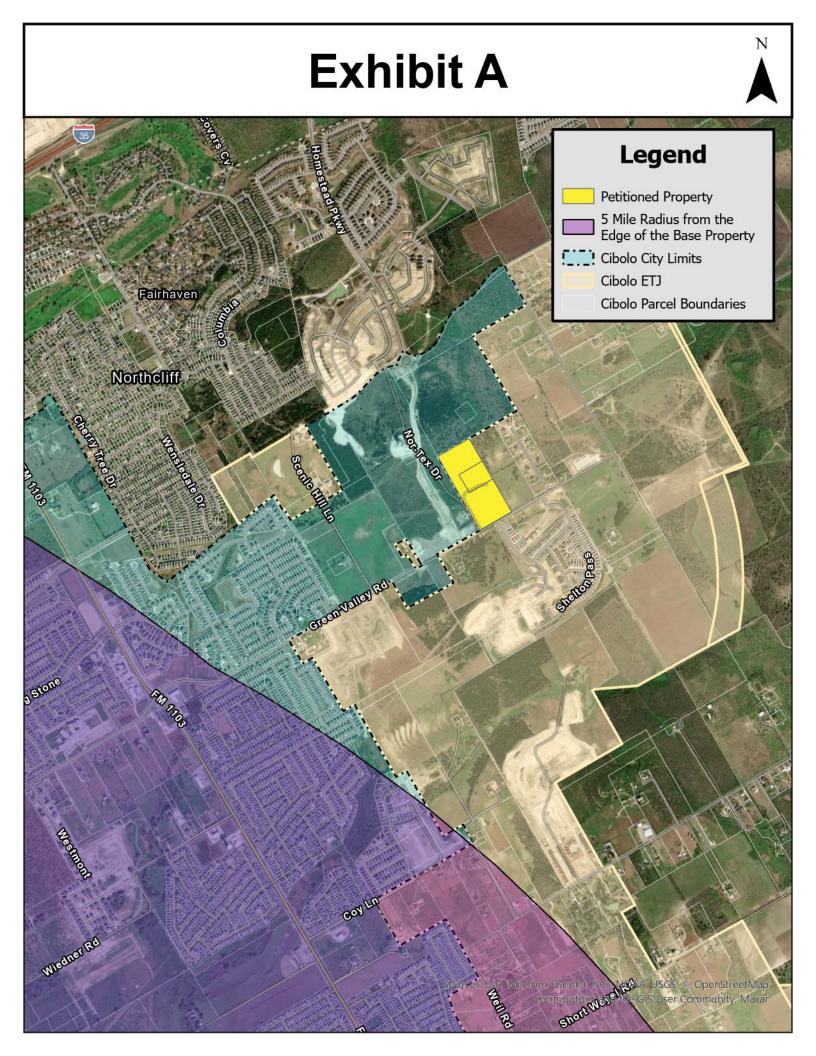
BEGINNING AT AN IRON PIN FOUND ON THE NORTHWEST RIGHT OF WAY LINE OF COUNTY ROAD 376, COMMONLY, KNOWN AS GREEN VALLEY RD., SAID POINT ALSO BEING THE SOUTH CORNER OF THE ABOVE MENTIONED 63.0 ACRE PARENT TRACT AND THE SOUTH CORNER OF SAID TRACT;

- THENCE: LEAVING THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD., N 29°38'33" W FOR A DISTANCE OF 1532.33 FEET TO AN IRON PIN FOUND FOR THE MOST WESTERLY CORNER OF SAID TRACT:
- THENCE: N 60'03'27" E FOR A DISTANCE OF 662.34 FEET TO AN IRON PIN SET FOR THE MOST NORTHERLY CORNER OF SAID TRACT:
- THENCE: 5 29*42'57" E FOR A DISTANCE OF 1531.65 FEET TO AN IRON PIN SET ON THE NORTHWEST RIGHT OF WAY LINE OF GREEN VALLEY RD. FOR THE MOST EASTERLY CORNER OF SAID TRACT;
- THENCE: WITH THE RIGHT OF WAY LINE OF GREEN VALLEY RD... S 60°00'00" W FOR A DISTANCE OF 664.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.3285 ACRES (1,016,188 SQ, FT.) OF LAND.

202299016792 I certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 05/26/2022 03:07:35 PM PAGES: 6 LEAH TERESA KIEL, COUNTY CLERK



Jeresa Kiel



D-1-GN-23-007785 CAUSE NO		3-007785 Velva L. Price District Clerk Travis County
		D-1-GN-23-007785 Ruben Tamez
CITY OF GRAND PRAIRIE, <i>Plaintiff</i> ,	§ § §	IN THE DISTRICT COURT
V.	Ş	TRAVIS COUNTY, TEXAS
THE STATE OF TEXAS, Defendants.	9 § §	261ST, DISTRICT COURTJUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION FOR DECLARATORY RELIEF

Plaintiff, the City of Grand Prairie ("Grand Prairie"), files this Original Petition for Declaratory Judgment against Defendant, the State of Texas ("Texas"), challenging Senate Bill 2038 ("SB 2038"). Grand Prairie shows as follows:

I. INTRODUCTION

In 1963, with the adoption of the Municipal Annexation Act—clearly, a legislative act—the Legislature established municipal extraterritorial jurisdictions ("ETJ"). Under the Act, the only mechanism to remove land from a municipality's ETJ is by written consent of the municipality's governing body via ordinance or resolution, i.e., via a legislative act of the city council. However, SB 2038, effective September 1, 2023, allows individuals to "opt out" of a city's ETJ with no notice to nearby property owners, no oversight by any branch of government, and without the requisite legislative consent of the governing body. Put simply, SB 2038 is an unconstitutional delegation of legislative authority to private parties and must be found unconstitutional.

Almost immediately since SB 2038 became effective, cities across the state began receiving petitions for the removal of property from their ETJ. Grand Prairie

10/25/2023 4:31 PM

has already received four¹ and more are expected. SB 2038 represents an unconstitutional delegation of legislative authority to private parties because it fails the eight-part standard articulated by the Texas Supreme Court.² While delegations of legislative decision-making to private parties are not per se unconstitutional, they are subject to more stringent requirements and accorded less judicial deference.³

Delegations of legislative authority violate the separation of powers doctrine when they are open-ended, permanent, not subject to meaningful review by another branch of government, are made by individuals with a pecuniary interest in the outcome, and affect the rights of third-parties whose interests are not represented in the decision-making process.⁴ Accordingly, because SB 2038's petition process for automatic ETJ removal fails the Texas Supreme Court's test for permissible delegations of legislative authority on every applicable standard, Grand Prairie seeks a declaration that SB 2038 is facially unconstitutional and violates Article II, Section 1 of the Texas Constitution, rendering the entirety of Subchapter D of Chapter 42 of the Local Government Code void.

¹ Two petitions were statutorily complete and have been denied by the City Council pursuant to the express legislative authority provided to cities pursuant to section 42.023 of the Texas Local Government Code, discussed *infra*, which requires the consent of the governing body before its ETJ can be reduced. Tex. Loc. Gov't Code § 42.023. Those two petitions are attached hereto as **Exhibit 1**. Two more petitions have been received as of the date of the filing of this Original Petition but were not presented to the governing body for consideration because they were statutorily deficient. They are attached hereto as **Exhibit 2**. Grand Prairie fully anticipates that these two petitions will be refiled with the required information.

² FM Properties Operating Co. v. City of Austin, 22 S.W.3d 868, 873 (Tex. 2000); Texas Boll Weevil Eradication Found., Inc. v. Lewellen, 952 S.W.2d 454, 466–67 (Tex.1997); Housing Auth. of Dallas v. Higginbotham, 135 Tex. 158, 143 S.W.2d 79, 87 (1940).

³ *FM Properties Operating Co.*, 22 S.W.3d at 874.

 $^{^4}$ Id.

Additionally, and alternatively, if necessary, SB 2038's petition mechanism permits property to be included in a petition request under two scenarios – if it is signed by more than 50 percent of the registered voters of the area to be released, or if it is signed by a "majority in value of the holders of the land... as indicated by the tax rolls" to be released.⁵ Although its purported purpose is to allow property owners to control whether their property is in a city's ETJ, SB 2038 provides absolutely no mechanism for the 49 percent of registered voters or owners of a "minority in value" to receive *advance* notice that their property is being included in an ETJ release petition or a meaningful opportunity to be heard *prior* to the purportedly automatic removal of their property from a city's ETJ and object to their release.⁶

Instead, SB 2038 only requires a city to notify residents and landowners subject to a petition of "the *results* of the petition," and a city can satisfy this requirement simply by notifying the *person who filed the petition*.⁷ Grand Prairie has standing to challenge the constitutionality of SB 2038 under due course of law and equal protection grounds because the automatic removal of property from the City's regulatory authority causes it to lose its ability to equally enforce its generally applicable police power regulations applicable in its ETJ⁸; therefore, it requests a

⁵ Tex. Loc. Gov't Code § 42.104(a). SB 2038 defines neither "majority in value," nor the phrase "as indicated by the tax rolls." This begs multiple questions—which year's tax roll must be consulted? Which value controls? Since SB 2038 does not mandate that the most recent taxable value must be used, these are open questions.

⁶ Tex. Loc. Gov't Code § 42.105. Notably, even if such property owners were given advance notice and an opportunity to be heard, because the removal mechanism purports to be automatic, such participation would be rendered meaningless.

 $^{^{7}}$ Id.

⁸ Grand Prairie respectfully asks the Court to take judicial notice of its Charter and Code of Ordinances, which it maintains in a publicly available form. See Tex. R. Evid. 204; *Farahnak v. City*

declaratory judgment that would invalidate SB 2038, which would remedy Grand Prairie's injury.⁹ This presents a ripe challenge because once a city receives a removal petition, removal purports to be automatic based only on the passage of time. Accordingly, Grand Prairie seeks a declaration that SB 2038's petition mechanism is unconstitutional because it violates due course of law and equal protection, in violation of Texas Constitution, Article I, Section 19, by preventing cities from equally enforcing generally applicable ETJ regulations against similarly situated properties in the ETJ, which have not requested to be released and for which the governing body's consent for removal was not granted.

Additionally, and alternatively, if necessary, SB 2038 (section 42.105) irreconcilably conflicts with section 42.023 in that the aforementioned provisions may not be harmonized and are *in pari materia*.¹⁰ Therefore, because section 42.023 is the more specific provision requiring the consent of the governing body before ETJ may be reduced compared to the more general removal "by operation of law," Grand Prairie seeks a declaration that section 42.023 as the more specific statute prevails over the more general section 42.105.

of Southlake Bd. of Adjustment, No. 02-21-00202-CV, 2022 WL 405899, at *1 (Tex. App.—Fort Worth Feb. 10, 2022, pet. denied) (taking judicial notice of code of ordinances maintained on the internet). https://library.municode.com/tx/grand_prairie/codes/code_of_ordinances

⁹ See Wilson v. Andrews, 10 S.W.3d 663, 669 (Tex. 1999) (cities have standing to assert declaratory claims based on due course and equal protection violations where they have alleged concrete injuries and have asked for a remedy that, if granted, would end the controversy); *Tex. Ass'n of Bus. v. Tex. Air Control Bd.*, 852 S.W.2d 440, 444-46 (Tex. 1993) (discussing standing requirements under Texas Constitution as set forth in TEX. CONST. art. 1, § 13).

¹⁰ See Goldstein v. State, 803 S.W.2d 777, 788 (Tex. App.—Dallas 1991, pet ref'd) (discussing elements of *in pari materia*).

Additionally, and strictly in the alternative, if necessary, in the unlikely event that the court determines the two aforementioned provisions can be harmonized, Grand Prairie seeks the following declaration. SB 2038 purports to impose an automatic duty on a city to release property from its ETJ if it receives a petition from a property owner; however, Chapter 42 of the Texas Local Government Code also provides that a city's ETJ may not be reduced without the consent of the governing body.¹¹ Had the Legislature intended to remove the requirement that the governing body's discretionary consent was required before a city's ETJ is reduced, it would have said so. Since it did not, the only way to harmonize SB 2038 with section 42.023 is by finding that ETJ is removed by operation of law *only* if the governing body first gives its discretionary consent for the reduction in ETJ. Without such discretionary consent, a petition for ETJ removal is necessarily ineffective and cannot proceed "by operation of law" because the law prohibits it. Accordingly, arguing strictly in the alternative in the unlikely event that the court finds the statutes in question can be harmonized, Grand Prairie seeks a declaration that SB 2038 and section 42.023 of the Local Government Code can *only* be harmonized by finding that ETJ is removed by operation of law only if the governing body first gives its written consent for the reduction in ETJ in accordance with section 42.023 of the Local Government Code.

Additionally, and alternatively, if necessary, because SB 2038 allows individual landowners to force cities to conduct elections to remove the landowner's own property from a city's ETJ where residents of the ETJ are the only ones eligible

¹¹ Tex. Loc. Gov't Code Ann. § 42.023.

to vote for release, Subchapter E of Chapter 42 of the Local Government Code suffers from the same unconstitutional delegation problems as Subchapter D for the reasons previously stated, in violation of Texas Constitution Article II, Section 1.¹² In addition, SB 2038 only permits property owners who reside in the ETJ to vote on its status. In addition to being an unconstitutional delegation of legislative authority, this also violates the Texas Constitution's guarantee of equal protection, in violation of Article I, Section 3. Accordingly, Grand Prairie seeks a declaration that SB 2038 is unconstitutional in its entirety.

Additionally, and alternatively, if necessary, SB 2038 contains no severability clause; If all provisions in a statute are essentially and inseparably connected in substance, like in SB 2038, then severance of part of the statute based on its constitutional infirmity is not proper and the entire statute fails. *See Rose v. Doctors Hosp.*, 801 S.W.2d 841, 844 (Tex. 1990); *Horizon/ CMS Healthcare Corp. v. Auld*, 34 S.W.3d 887, 902 (Tex. 2000). The Court should invalidate the entirety of SB 2038. *National Federation of the Blind of Texas, Inc. v. Abbott*, 647 F.3d 202 (5th Cir. 2011) (applying Texas law).

¹² Tex. Loc. Gov't Code §§ 42.151 - 42.156.

II. PARTIES AND SERVICE OF PROCESS

The City of Grand Prairie, Texas is a home rule municipality.¹³

Defendant, the State of Texas, may be served with process through the Texas Secretary of State, 1019 Brazos Street, Austin, TX 78701.

III. DISCOVERY CONTROL PLAN

Pursuant to Rule 190.4 of the Texas Rules of Civil Procedure, Grand Prairie intends that discovery, if any, be conducted under Level 3.

IV. JURISDICTION AND VENUE

This Court has jurisdiction over the State of Texas because it is domiciled in and does business in Travis County, Texas and/or resides and has its principal place of business in Texas. The subject matter in controversy is within the jurisdictional limits of this Court, and the Court has jurisdiction over this action pursuant to article V, section 8, of the Texas Constitution and Section 24.007 of the Texas Government Code, as well as the Texas Uniform Declaratory Judgments Act ("UDJA"), Tex. Civ. Prac. & Rem. Code § 37.001, et seq.

Under Texas Rule of Civil Procedure 47(c)(5), Grand Prairie seeks nonmonetary declaratory and injunctive relief.

Venue is proper in the District Court of Travis County, Texas because the State of Texas is a party to this lawsuit that seeks to declare a state law unconstitutional, void, and unenforceable, Tex. Civ. Prac. & Rem. Code § 15.014, and because all or a

¹³ In accordance with Texas Local Government Code § 9.008(b), Grand Prairie asks this Court to take judicial notice of the provisions of its published Charter, and status thereunder as a Texas home rule city.

substantial part of the events or omissions giving rise to the claims presented herein occurred in Travis County, Texas. Tex. Civ. Prac. & Rem. Code § 15.002(a)(1). The Texas Attorney General has been served with a copy of this lawsuit contemporaneous with the filing of this lawsuit. See Tex. Civ. Prac. & Rem. Code § 37.006(b).

V. STANDING, WAIVER OF IMMUNITY, AND RIPENESS

Grand Prairie has a present, justiciable interest in challenging the constitutionality of SB 2038 because as of the filing of this lawsuit, it has received four separate petitions (and counting) for release from the City's ETJ.¹⁴ Pursuant to the express terms of SB 2038, property-owner petitioners possess the unilateral right to force the removal of land from Grand Prairie's ETJ, which purports to occur by operation of law if the City takes no action to approve each petition, notwithstanding the fact that a city's ETJ cannot be reduced without the consent of the governing body.¹⁵ The mere filing of these petitions with the City purports to trigger the inevitable removal of these properties from Grand Prairie's ETJ based on nothing more than the passage of time.¹⁶ This constitutes tangible, imminent harm to the City of Grand Prairie and other Texas cities that have also received petitions for ETJ release.

Grand Prairie's interest in protecting the health, safety and welfare of all persons residing in and adjacent to its borders, and also in equally enforcing its

¹⁴ See Exhibits 1 and 2.

¹⁵ Tex. Loc. Gov't Code § 42.023.

¹⁶ Tex. Loc. Gov't Code § 42.105.

generally applicable laws that apply to all property within its ETJ,¹⁷ provides it with a sufficient stake in the controversy (i.e., standing) to assure the presence of an actual controversy that the declaration sought will resolve.¹⁸ Grand Prairie's interest in the declarations it seeks is not theoretical. On October 10, 2023, the Grand Prairie City Council at a duly called meeting exercised its statutorily authorized legislative discretion¹⁹ and denied the two statutorily compliant petitions it has received.

Because Grand Prairie has received (and expects to continue to receive) petitions for the release of property from its ETJ and has acted pursuant to its statutory authority to deny the requested releases, there is a real and present controversy between the parties, which will be determined by the judicial declarations sought.²⁰ Under this standard, Grand Prairie has standing to assert the claims raised herein.²¹

Undeniably, the clock on SB 2038 is already ticking, not just because of the conflict between it and existing law, but because it unconstitutionally delegates legislative authority to individuals and under the terms of SB 2038 irreversibly removes this discretionary legislative decision from the City. There is a substantial

¹⁷ Tex. Loc. Gov't Code § 42.001.

¹⁸ See Tex. Ass'n of Bus. v. Tex. Air Control Bd., 852 S.W.2d 440, 444 (Tex. 1993) (discussing standing in UDJA context).

¹⁹ Tex. Loc. Gov't Code § 42.023.

²⁰ See Sw. Elec. Power Co. v. Lynch, 595 S.W.3d 678, 685 (Tex. 2020) (describing ripeness in the UDJA context).

²¹ See Patel v. Tex. Dep't of Licensing & Regulation, 469 S.W.3d 69, 77 (Tex. 2015) (describing standing doctrine in context of challenge of state statutes).

likelihood that the requested declaratory relief sought will remedy the alleged injury suffered by Grand Prairie (and other Texas cities) caused by SB 2038.²²

Texas' immunity is clearly and unambiguously waived in this declaratory judgment action challenging the constitutionality of SB 2038.²³

VI. FACTUAL BACKGROUND AND LEGAL LANDSCAPE OF ETJs

In 1963, the Texas Legislature enacted the Municipal Annexation Act, Tex. Rev. Civ. Stat. Ann. art. 970a.²⁴ In addition to regulating annexation, the Municipal Annexation Act established the concept of ETJ in Texas. The Act created a tiered system of ETJ for cities and towns of various populations and authorized the exercise of certain powers by cities and towns in their newly created ETJ.²⁵ But the Act is not the first instance of the Legislature granting cities the power to act beyond their borders. The Legislature granted cities the legislative authority to exercise extraterritorial power at least since 1913 to control nuisances, for example.²⁶

The Legislature established municipal ETJ (i.e., the "unincorporated area that is contiguous to the corporate boundaries" of a city)²⁷ "to promote and protect the general health, safety, and welfare of persons residing in and adjacent to" cities and

²² See Meyers v. JDC/Firethorne, Ltd., 548 S.W.3d 477, 485 (Tex. 2018) (discussing standing and redressability).

²³ See Tex. Civ. Prac. & Rem. Code § 37.006(b); Tex. Dep't of Transp. v. Sefzik, 355 S.W.3d 618, 622 (Tex. 2011).

Act of March 25, 1963, 58th Leg., R.S., ch. 160, 1963 Tex. Gen. Laws 447 (codified Act of 1987, 70th Leg., R.S., ch. 149 § 1, 1987 Tex. Gen. Laws 707, 741). The Act was not substantially changed in either the 1987 codification or 1999 recodification.

²⁵ Tex. Rev. Civ. Stat. art. 970a. (now Tex. Loc. Gov't Code § 42.021).

²⁶ See Act of April 7, 1913, 33d Leg., R.S., ch. 147, § 4, 1913 Tex. Gen. Laws 307, 310 ("That each city shall have the power to define all nuisances and prohibit the same within the city *and outside the city limits for a distance of five thousand feet*; to have the power to police all parks or grounds, speedways, or boulevards owned by said city and lying outside of said city") (emphasis supplied). ²⁷ Tex. Loc. Gov't Code § 42.021.

provide a buffer zone outside of a city's corporate limits in which cities could exercise limited, discretionary legislative authority.²⁸ An ETJ is a statutory creation of the Texas Legislature and a city's authority to regulate within it is wholly derived from that "*legislative* grant of authority."²⁹

SB 2038, which became effective on September 1, 2023, amended Chapter 42 of the Local Government Code by adding Subchapter D, which provides, in pertinent part, that upon being presented with a valid petition for release from a city's extraterritorial jurisdiction ("ETJ") by "more than 50 percent of the registered voters of an area" or "a majority in value of the holders of title of land in an area," a city must release the land from its ETJ, or it will be automatically released by operation of law. Tex. Loc. Gov't Code Ann., §§42.101 – 42.105.³⁰

A. Establishment and Exercise of Extraterritorial Authority is Constitutional.

The question of whether a city may lawfully possess the power to act beyond its borders is not a new one. In 1978, the United States Supreme Court upheld the constitutionality of municipal extraterritorial regulatory authority as a rational legislative response to problems faced by cities.³¹ While the stated rationale for SB 2038 was to protect property owners who allegedly "have no vote or voice in the

²⁸ Tex. Loc. Gov't Code § 42.001.

²⁹ Town of Annetta S. v. Seadrift Dev., L.P., 446 S.W.3d 823, 826 (Tex. App.—Fort Worth 2014, pets. denied) (quoting *FM Props. Operating Co. v. City of Austin*, 22 S.W.3d 868, 902 (Tex. 2000) (Abbott, J., dissenting)) (emphasis supplied).

³⁰ SB 2038 also added a new Subchapter E, which provides the same relief (i.e., ETJ removal). Tex. Loc. Gov't Code Ann. §§ 42.151 - 42.156. Upon being presented with a petition signed by at least five percent of the registered voters residing in the area to be released, a city must call an election on the next uniform election date. Tex. Loc. Gov't Code Ann., § 42.153. Upon a successful election to remove property from the ETJ, if the city does not act to remove the property, it is removed by operation of law. Tex. Loc. Gov't Code Ann., § 42.155(b).

³¹ Holt Civic Club v. City of Tuscaloosa, 439 U.S. 60 (1978).

municipalities that regulate them,"³² Chief Justice Rehnquist succinctly framed the policy rationale for ETJ authority in a way that is more relevant today than it was in

1978:

The [state legislature] could have decided that municipal corporations should have some measure of control over activities carried on just beyond their "city limit" signs, particularly since today's police jurisdiction may be tomorrow's annexation to the city proper. Nor need the city's interests have been the only concern of the legislature when it enacted the police jurisdiction statutes. Urbanization of any area brings with it a number of individuals who long both for the quiet of suburban or country living and for the career opportunities offered by the city's working environment. Unincorporated communities...dot the rim of most major population centers...and state legislatures have a legitimate interest in seeing that this substantial segment of the population does not go without basic municipal services such as police, fire, and health protection. Established cities are experienced in the delivery of such services, and the incremental cost of extending the city's responsibility in these areas to surrounding environs may be substantially less than the expense of establishing wholly new service organizations in each community.33

In rejecting both equal protection and due process challenges to a city's exercise of extraterritorial authority, the Supreme Court held that such authority is a "rational legislative response to the problems faced by [Alabama's] burgeoning cities."³⁴ Texas has adopted a similar rationale and numerous Texas courts, including the Austin Court of Appeals, have repeatedly acknowledged that cities may lawfully exercise statutory grants of authority within their ETJ.³⁵

³² House Committee Report, Bill Analysis, S.B. 2038, By: Bettencourt, Land & Resource Management Committee Report, which may be found at <u>https://capitol.texas.gov/tlodocs/88R/analysis/pdf/SB02038H.pdf#navpanes=0</u>. Grand Prairie asks the Court to take judicial notice of the House Committee Report.

³³ *Holt Civic Club*, 439 U.S. at 74.

 $^{^{34}}$ Id. at 75.

³⁵ See Sw. Travis Cnty. Water Dist. v. City of Austin, 64 S.W.3d 25, 32 (Tex. App.—Austin 2000, pet. withdrawn) (acknowledging applicability of consent requirement for reduction of ETJ); City of

Fast forward to 2023 and the problems faced by Texas' burgeoning cities likely eclipse anything faced by Alabama cities in the 1970's, rendering the Court's rationale for upholding the constitutionality of municipal extraterritorial authority sound.

Despite the contention that municipal regulatory authority in the EJT runs rampant, it is undeniable that the Legislature has granted cities relatively limited power to address health, safety, welfare, and moral issues in the ETJ. The following state laws authorize cities to exercise authority in the ETJ:

- Health & Safety Code § 713.009 Cemeteries
- Local Government Code § 212.003(a) Subdivision and Platting Regulations
- Local Government Code §§ 216.003, 216.902 Signs
- Local Government Code § 217.042 Nuisances within 5,000 feet (home rule city only)
- Local Government Code § 341.903 Policing City-Owned Property (home rule city only)
- Local Government Code § 552.001 Utility System
- Water Code § 26.177 Pollution Control and Abatement
- Local Government Code Chapter 43 Annexation (by consent only)

On the other hand, the power most closely associated with municipal regulatory authority—zoning—may not be applied in the ETJ.³⁶ State law also prohibits a city from regulating the following in the ETJ: (1) the use of a building or property for business, industrial, residential, or other purposes; (2) the bulk, height, or number of buildings constructed on a tract of land; (3) the size of a building that

Austin v. Jamail, 662 S.W.2d 779, 783 (Tex. App.—Austin 1983, writ dism'd) (acknowledging applicability of Water Code provisions in ETJ); *City of Shoreacres v. State*, 582 S.W.2d 211, 214 (Tex. App.—Houston [1st Dist.] 1979, writ ref'd n.r.e.) (holding that release of ETJ is exclusively within a city's legislative discretion).

³⁶ Seadrift Dev., L.P., 446 S.W.3d at 827.

can be constructed on a tract of land; (4) the number of residential units that can be built per acre of land; and (5) the size, type, or method of construction of a water or wastewater facility that can be constructed to serve a developed tract in certain circumstances.³⁷

B. Authority to Regulate ETJ is Legislative in Nature.

Though a city's ability to regulate within its ETJ is limited, the Texas Legislature nonetheless has granted the governing bodies of cities the authority to make certain discretionary *legislative* decisions that affect land within the ETJ.³⁸ Under both federal and state law, acts are legislative if they have the purpose and effect of altering the legal rights, duties and relations of third-parties.³⁹ Under SB 2038, a petition to remove property from the ETJ is necessarily legislative in nature.⁴⁰

For example, under the federal definition of what constitutes a legislative act, the decision to remove property from a city's ETJ is plainly legislative in nature. SB 2038's petition procedure permits a single landowner of any size property to file a petition with a city for removal from the ETJ, which then occurs automatically following the passage of the requisite time.⁴¹

 $^{^{37}}$ Id.

³⁸ *Elliott v. City of Coll. Station*, No. 06-22-00078-CV, 2023 WL 5617344, at *11 (Tex. App.— Texarkana Aug. 31, 2023, no pet. h.).

³⁹ Jarkesy v. Sec. & Exch. Comm'n, 34 F.4th 446, 461 (5th Cir. 2022), cert. granted, 143 S. Ct. 2688 (2023) and cert. denied, 143 S. Ct. 2690 (2023) (citing *INS v. Chadha*, 462 U.S. 919, 952, 103 S.Ct. 2764, 77 L.Ed.2d 317 (1983)) ("Government actions are 'legislative' if they have 'the purpose and effect of altering the legal rights, duties and relations of persons ... outside the legislative branch."); see also *Humphrey v. Balli*, 61 S.W.3d 519, 523 (Tex. App.—San Antonio 2001, no pet.) (act is legislative if it of a general or permanent character and sets conduct or policy of citizens).

⁴⁰ See *City of Shoreacres*, 582 S.W.2d at 214 (holding that release of ETJ is exclusively within a city's *legislative* discretion) (emphasis supplied).

⁴¹ Tex. Loc. Gov't Code § 42.105.

The effect of SB 2038 is apparent. Once the property in question is released, all ETJ regulations the city previously adopted that apply to the property are effectively nullified (while those same regulations would still apply to neighboring property not subject to the petition) and future ETJ regulations would be of no force and effect. Indeed, the stated purpose and effect of SB 2038 is to explicitly permit the petitioning party to alter its own legal rights and relations vis a vis a city's ETJ.⁴²

But SB 2038 does not stop there. It not only permits a petitioner to alter its own rights, but it also permits a petitioner to alter the rights of other landowners who may not even want to be removed from a city's ETJ and affords them absolutely no prior notice or meaningful opportunity to be heard before removal is automatically effectuated.⁴³

C. SB 2038 is an Unconstitutional Delegation of Legislative Authority.

Under Article II, Section 1 of the Texas Constitution, the three branches of Texas government are separate and "no person, or collection of persons, being of one of these departments, shall exercise any power properly attached to either of the others, except in the instances herein expressly permitted."

When delegating authority, the Legislature must provide standards that are "reasonably clear and hence acceptable as a standard of measurement."⁴⁴ The Legislature need not detail every rule for implementing that authority, but when it

⁴² House Committee Report, Bill Analysis, S.B. 2038, By: Bettencourt, Land & Resource Management Committee Report, which may be found at <u>https://capitol.texas.gov/tlodocs/88R/analysis/pdf/SB02038H.pdf#navpanes=0</u>.

⁴³ Tex. Loc. Gov'y Code §§ 42.102, 42.105.

⁴⁴ Edgewood Indep. Sch. Dist. v. Meno, 917 S.W.2d 717, 741 (Tex. 1995).

delegates legislative authority to a private party, courts must *carefully review* such acts to ensure that the public interest is served.⁴⁵

Plainly, the Texas Constitution vests legislative power in the Legislature.⁴⁶ However, it is equally well established that "in a complex society like ours, delegation of legislative power is both necessary and proper in certain circumstances."⁴⁷

The Legislature may delegate legislative power to local governments, administrative agencies and even private entities under certain conditions. Legislative powers may be delegated as long as the Legislature also establishes reasonable standards to guide the delegee in the exercise of those powers.⁴⁸ Unlike delegations to other governmental entities, delegations to private entities "raise more troubling constitutional issues than public delegations" and are, therefore, "subject to *more stringent requirements and less judicial deference* than public delegations."⁴⁹

Although private delegations are analyzed under eight factors:

1. Are the private delegate's actions subject to meaningful review by a state agency or other branch of state government?

2. Are the persons affected by the private delegate's actions adequately represented in the decision-making process?

3. Is the private delegate's power limited to making rules, or does the delegate also apply the law to particular individuals?

4. Does the private delegate have a pecuniary or other personal interest that may conflict with its public function?

5. Is the private delegate empowered to define criminal acts or impose criminal sanctions?

6. Is the delegation narrow in duration, extent, and subject matter?

7. Does the private delegate possess special qualifications or training for the task delegated to it?

 $^{^{45}}$ Id.

 $^{^{46}}$ FM Properties at 873.

Id.

 $^{^{48}}$ Id.

⁴⁹ *Id.* (emphasis added).

8. Has the Legislature provided sufficient standards to guide the private delegate in its work? 50

It is axiomatic that the Legislature can revoke a power it had the authority to grant in the first place; however, within the context of SB 2038, it is not the *Legislature* revoking ETJ status on a parcel-by-parcel basis. Rather, the petition provision of SB 2038 vests that exclusive authority to determine whether a parcel will stay in the ETJ or not in interested *individual landowners*. And not only may individual landowners unilaterally revoke their own ETJ status, SB 2038 allows them to revoke it for "minority" landowners—either by value or by number of registered voters.

Considering each factor in turn, it is clear that the petition mechanism violates

the standards for delegations of legislative authority to private parties:

- SB 2038's petition provision provides no meaningful review by any branch of government it is self-effective merely by filing a petition.
- SB 2038's petition provision allows "majority" landowners to force the release of "minority" landowners from a city's ETJ without their input, agreement or even knowledge.
- SB 2038's petition provision allows individual landowners to effectively void ETJ regulations not only on their property but on surrounding "minority" properties.
- SB 2038 is specifically designed to reward those with the most pecuniary interest to determine whether land remains within a city's ETJ, thereby affecting the rights and status of other landowners without their consent or knowledge.
- SB 2038's petition provision to remove property from the ETJ is permanent and broad.
- SB 2038's only requirement to invoke its petition process is that a party own land or reside in the ETJ, without regard to whether removal of a parcel or parcels is in the public interest.
- SB 2038's petition provision provides no standards for ETJ removal—the process is automatic.

Id. at 874.

In SB 2038, the Legislature adopted no standards for any party other than the interested landowner petitioner to determine whether removal of a particular piece of land from a city's ETJ serves the public interest that ETJs were legislatively created to serve.⁵¹ Because it unconstitutionally delegates to the individual property owners the right to determine whether "certain [adjacent] areas" that would otherwise be in a city's ETJ are worthy of protection of the "general health, safety, and welfare," SB 2038 results in an unconstitutional delegation of legislative authority to private parties, in violation of article 2, section 1 of the Texas Constitution.⁵²

D. SB 2038 Allows for Involuntary Removal from the ETJ

SB 2038 is premised on the idea that it provides a voice to property owners who wish to be removed from a city's ETJ.⁵³ Although allowing a single petitioner to remove *their own* property is an unconstitutional delegation of legislative authority, SB 2038 purports to allow a petitioner to automatically remove *other* properties from a city's ETJ without their consent or knowledge. This alteration of the rights of thirdparties without affording them any advance notice or a meaningful opportunity to be heard is unprecedented in Texas law.

⁵¹ Tex. Loc. Gov't Code Ann, § 42.001.

⁵² FM Properties at 873.

⁵³ House Committee Report, Bill Analysis, S.B. 2038, By: Bettencourt, Land & Resource Management Committee Report, which may be found at <u>https://capitol.texas.gov/tlodocs/88R/analysis/pdf/SB02038H.pdf#navpanes=0</u>.

Consider section 42.102(b) of SB 2038, which provides that the owners of a "majority in value"⁵⁴ of an area consisting of one or more parcels may file a petition for *multiple* parcels and trigger mandatory release of *all* parcels subject to the petition.⁵⁵ Even if the owners of a "minority in value" (whatever that means and however it is calculated) wish to stay within the city's ETJ, SB 2038 affords them *no notice* prior to removal and affords them *no meaningful opportunity to be heard* before their property is automatically removed from the ETJ 45 days after the petition is filed.

The same is true for the 49% of registered voters of an area described by a petition.⁵⁶ They may not even know that a petition to remove their property from a city's ETJ is being filed with the city because SB 2038 provides no mechanism to provide them with notice or the chance to object.

In either event, such petitions could have incredibly far-reaching effects. For example, what if property owners in the "minority in value" or 49% of registered voters groups are parties to a development agreement with the city in question?⁵⁷ Development agreements pursuant to Chapter 212 of the Local Government Code

SB 2038 provides no guidance for determining how a "majority in value" is calculated. Certainly, the term majority is easy to define, being anything over 50%, but as any court knows, determining property value is typically an exercise in competing experts (or the opinions of the owner of property). Moreover, while courts are prohibited from passing on the wisdom of laws, they are not prohibited from passing on laws that are hopelessly vague. For instance, how is a city to resolve a petition presented by a property owner who claims that they are the owner of a "majority in value" of the parcels in question, but receives notice from another property owner that their parcel is, in fact, the "majority in value" and they do not petition for ETJ removal? SB 2038 provides no mechanism for the City to resolve such disputes, but purports to require ETJ release. Are the parcels released if the property owners dispute over who owns a "majority in value," or is the only remedy judicial?

⁵⁵ Tex. Loc. Gov't Code § 42.102(b).

⁵⁶ Tex. Loc. Gov't Code § 42.104(a)(1).

⁵⁷ Tex. Loc. Gov't Code § 212.172.

may only be made with landowners located in the ETJ of a city.⁵⁸ They establish land use standards and provide for infrastructure, and guarantee the continuation of ETJ status for a specified period of time up to 45 years and provide for annexation upon the expiration of a time frame.⁵⁹

If a "minority" landowner is subject to a removal petition about which they might not even know, SB 2038 threatens to not only divest the property owner of enforceable property rights, but also the city with whom the landowner has contracted by potentially involuntarily removing the property from the city's ETJ. Moreover, depending on the configuration of the land in question, removing a specific parcel from the ETJ could render other parcels still in the ETJ legally ineligible for annexation into the city because these other parcels are no longer "adjacent."⁶⁰

The very real prospect that SB 2038 could invalidate Chapter 212 development agreements across the state cannot be ignored. Chapter 212 development agreements are prevalent across the state. Many property owners and developers have entered into section 212.172 development agreements. Section 212.172 development agreements are powerful real estate instruments. They bind the city and landowner for 45 years, are recorded in the deed records of the county, are covenants that run with the land, and constitute a permit for vested rights purposes.⁶¹ Moreover, because

Id.

 $^{^{59}}$ Id.

See City of Waco v. City of McGregor, 523 S.W.2d 649, 653 (Tex. 1975) (explaining "adjacent" is usually understood to mean "neighboring or close by" or "in the vicinity of and not necessarily contiguous or touching upon"; adjacency is a question of law); City of Irving v. Callaway, 363 S.W.2d 832, 836 (Tex. App.—Dallas 1962, writ refd n.r.e.) (explaining a gap of six miles is not "adjacent").
 Tex. Loc. Gov't Code § 212.172(f), (g), (h).

the Legislature made Chapter 212 development agreement protections retroactive,⁶² the legal status of an untold number of such agreements could be upended by removal petitions filed by landowners who are strangers to these 212.172 development agreements.

An even more grim prospect for cities is if parties to development agreements decide to remove their property from the city's ETJ. If a city has entered a 212.172 development agreement wherein it has agreed to provide streets, water, sewer and other infrastructure for land based upon the promise that the property will be annexed into the city to expand its tax base, can SB 2038 be used to allow developers to get the benefit of infrastructure improvements costing the city millions of dollars while denying a city the ability to annex the property in the future? This practice contravenes the letter and spirit of 212.172 development agreements. The declarations sought by Grand Prairie will resolve this issue.

E. SB 2038 and Section 42.023 Cannot be Harmonized, and Section 42.023 Controls.

Section 42.023 of the Local Government Code requires a governing body to exercise its legislative discretion before a city's ETJ can be reduced. SB 2038 purports to make ETJ removal mandatory upon the filing of a compliant petition and the passage of time. Because these provisions cannot be reconciled, courts apply the rules of statutory construction to such situations—the specific provision will ordinarily

Id.

prevail unless the general provision is the later enactment and the manifest intent is that the general provision prevail.⁶³

Had the Legislature manifestly intended for SB 2038 to prevail over section 42.023, it could have either amended that section to so reflect that manifest intent or it could have otherwise made its intent clear in SB 2038 itself. It did neither. Whether that was the result of oversight or some other cause is immaterial. The job of the courts is to construe statutes, not rewrite them for the Legislature.

Accordingly, if these statutes cannot be harmonized (a question of law), then section 42.023 must prevail as the more specific enactment because it requires the exercise of legislative discretion that has been committed to the governing body, except under specific exceptions. SB 2038, on the other hand, contains only a general process for the removal of properties from a city's ETJ, which occurs by a general operation of law standard if the city does not approve the release.

F. Alternatively, if SB 2038's Conflict With A More Specific Existing Law Can Be Harmonized, Section 42.023 Controls.

Arguing strictly in the alternative in the unlikely event that the Court determines SB 2038 and section 42.023 can be harmonized, section 42.023 should control.

When deciding whether overlapping provisions of two different statutes can concurrently operate, courts will construe the different provisions in a way that harmonizes rather than conflicts, if possible.⁶⁴ When the provisions are

⁶³ Harris Cnty. Appraisal Dist. v. Tex. Workforce Comm'n, 519 S.W.3d 113, 122 (Tex. 2017).

⁶⁴ In re Mem'l Hermann Hosp. Sys., 464 S.W.3d 686, 716 (Tex. 2015).

irreconcilable, the general rule is that the terms of the later-enacted statute should control.⁶⁵ On the other hand, conflicts between general and specific provisions favor the specific, and when the literal terms of the two provisions cannot both be true, the terms of the specific provision ordinarily will prevail.⁶⁶ Courts should construe the general provision as controlling only when the legislature's manifest intent is for the general provision to prevail and the general provision is the later-enacted statute.⁶⁷

SB 2038, the later enacted statute, conflicts with section 42.023 of the Local Government Code, which provides that a city's ETJ may not be reduced without the governing body's consent. Plainly, a petition to remove property from a city's ETJ constitutes a reduction of a city's ETJ. So how can these provisions be harmonized?

The ubiquitous legal phrase, "by operation of law" is "the means by which a right or a liability is created for a party regardless of the party's actual intent."⁶⁸ As opposed to rights or liabilities that arise following the exercise of discretion, consequences or events that occur by operation of law are automatic with no further action required in order to be effectuated.⁶⁹

SB 2038 provides that a petition for removal is approved by operation of law following a city's failure to approve it and the passage of a short period time.⁷⁰ But because the Legislature also requires parties to obtain the governing body's consent

 $^{^{65}}$ Id.

 $^{^{66}}$ Id.

 $^{^{67}}$ Id.

In re Ramires, No. 12-21-00058-CR, 2021 WL 3265546, at *1 (Tex. App.—Tyler July 30, 2021, no pet.) (citing Black's Law Dictionary (10th ed. 2014)); see also N. Burnet Gun Store, LLC v. Tack, Tr. of Harvey Donald Testamentary Family Tr., 604 S.W.3d 587, 589 (Tex. App.—Austin 2020, no pet.).
 Id.

⁷⁰ Tex. Loc. Gov't Code § 42.105(d).

before a city's ETJ can be reduced, a city's affirmative act of exercising its legislative discretion and denying a petition is not a "failure to act"—it is the opposite.⁷¹ Therefore, if a city simply fails to take action, then under the terms of SB 2038, the petition is effectuated by operation of law. But if the city affirmatively exercises it's discretionary legislative authority and denies the petition, as it is also authorized to do by Chapter 42, then it has not failed to act and the petition cannot be granted by operation of law. Thus, if it is possible to harmonize the conflict between SB 2038 and Local Government Code section 42.023, this is the only way in which both provisions can operate in harmony.

G. Because the Election Mechanism of SB 2038 Suffers from Similar Unconstitutional Delegation Problems, it too must be Voided.

SB 2038 provides for an election mechanism to remove property from the ETJ. At its broadest, it permits as little as five percent (5%) of the registered voters of a city's ETJ to require a municipal election that, if successful, could "remove" as much as a city's entire ETJ, and the only individuals permitted to vote in the election are those residing in the ETJ.⁷² SB 2038 provides no upper or lower limits on the amount of land that can be subject to such an election and sets an unusually low petition threshold to compel an election to be held.

Thus, SB 2038 establishes the functional equivalent of referendum to repeal not only a city's ETJ regulations in the area in question, but it also permits the functional equivalent of a local "repeal" of Subchapters A, B and C of Chapter 42 of

⁷¹ In re Ramires, 2021 WL 3265546 at *1.

⁷² Tex. Loc. Gov't Code § 42.152(a).

the Texas Local Government Code to the ETJ in question. Such a mechanism suffers from its own constitutional problems.

First, SB 2038's election mechanism constitutes a void local and/or special law in violation of article III, section 56 of the Texas Constitution.⁷³ A successful election to remove property from a city's ETJ is the functional equivalent of invalidating or voiding all police power regulatory enactments adopted by a city that apply to the property in question, but only voters in the ETJ may participate in the election.⁷⁴ Such an election is not a true popular election because suffrage is strictly limited to residents of a city's ETJ at the time the election is called.⁷⁵

Second, notwithstanding the inclusion of what amounts to a referendum provision, SB 2038 still runs afoul of the private delegation prohibition that afflicts the petition provision. The delegation at issue in *Boll Weevil* also provided for a referendum, which was required to pass before an "eradication zone" could be established, but the Texas Supreme Court nonetheless found that the delegation was unconstitutional because it was of a permanent nature and provided no standards to guide the delegation.⁷⁶

The delegation at issue in *FM Properties* is even more applicable and provides additional guidance for holding that SB 2038 is an unconstitutional delegation. In *FM Properties*, a provision of the Water Code gave certain landowners in a city's ETJ

⁷³ Tex. Const. art. III, § 56; *see Maple Run at Austin Mun. Util. Dist. v. Monaghan*, 931 S.W.2d 941, 945 (Tex. 1996) (purpose of section 56 is to secure uniformity of law throughout state).

⁷⁴ Tex. Loc. Gov't Code § 42.153(b).

⁷⁵ Texas Boll Weevil Eradication Foundation, 952 S.W.2d at 470.

Id. at 472.

the power to exempt themselves from the enforcement of certain municipal ETJ regulations related to water quality.⁷⁷ As the Supreme Court noted, one of the central concerns with private delegations, including those in the form of referenda, is the conflict with "democratic rule under a republican form of government," and whether those taking part in a referendum to remove municipal regulatory oversight in the ETJ are acting in the public interest or in their own pecuniary interest.⁷⁸

Here, SB 2038 is even broader. It not only would allow interested landowners to vote to effectively invalidate water quality standards applicable in the ETJ or a portion thereof, but also every other exercise of police power for the public good. Unlike the unconstitutional delegation at issue in *FM Properties*, which *did not* give landowners authoritative power over the private property of others,⁷⁹ SB 2038 expressly *does* give some landowners authoritative power over the private property of others. As the Court noted, the power of landowners to exempt themselves from water quality standards in the ETJ (which would be only *part* of the effect of SB 2038) can adversely affect the public interest and the interests of downstream water users and the landowners' neighbors who may prefer to stay in the ETJ.⁸⁰

H. Because of the Invalidity of SB 2038's Subchapter D, Its Remaining Provisions Are Void and Unenforceable Under Tex. Gov't Code § 311.032(c) Because, Without a Severability Clause, They Cannot Be Given Effect Without the Invalid Provisions or Application.

⁷⁷ *FM Properties Operating Co.*, 22 S.W.3d at 875.

⁷⁸ *Id.* at 876-77.

⁷⁹ *Id.* at 879.

Id.

If all provisions in a statute are essentially and inseparably connected in substance, like in SB 2038, then severance of part of the statute based on its constitutional infirmity is not proper and the entire statute fails. See Rose v. Doctors Hosp., 801 S.W.2d 841, 844 (Tex. 1990); Horizon/ CMS Healthcare Corp. v. Auld, 34 S.W.3d 887, 902 (Tex. 2000). Here, SB 2038 does not contain a severability clause. This is significant. Under Tex. Gov't Code § 311.032(c), if any provision of a statute, like SB 2038, does not contain a provision for severability or non-severability "[i]s held invalid, the invalidity does not affect other provisions or applications of the statute that can be given effect without the invalid provision or application, and to this end the provisions of the statute are severable." Under this rule, no provisions of SB 2038 can survive. When the unconstitutional portion of a statute is struck, if that which remains is incomplete and dependent on the unconstitutional portion, it is not severable. The Court should invalidate the entirety of SB 2038. National Federation of the Blind of Texas, Inc. v. Abbott, 647 F.3d 202 (5th Cir. 2011) (applying Texas law).

When the Court finds that Section 1 of SB 2038 is unconstitutional, it will basically create a large hole in the statute in a way that creates legislation that the Legislature would have never agreed to or passed. *See Murphy v. NCAA*, 138 S. Ct. 1461, 1482 (2018) ("[Courts] cannot rewrite a statute and give it an effect altogether different from that sought by the measure viewed as a whole." (quoting *R.R. Ret. Bd. v. Alton R.R.*, 295 U.S. 330, 362, 55 S.Ct. 758, 79 L.Ed. 1468 (1935))). The U.S. Supreme Court recently addressed severability in *Murphy v. NCAA*, 584 U.S.—, 138 S. Ct. 1461, 200 L.Ed.2d 854 (2018), There, the Court held that the entirety of the

Professional and Amateur Sports Protection Act was unconstitutional because one of its provisions—authorizing private sports gambling—violated the anticommandeering doctrine. *Id.* at 1484. Justice Alito's majority opinion separately explored each of the other operative provisions in the act, reasoning that all of the act's provisions were "obviously meant to work together" and be "deployed in tandem." *Id.* at 1483. Because Congress would not have wanted the otherwise-valid provisions "to stand alone," the Court declined to sever them. *Id.*

SB 2038 is unconstitutional, void and unenforceable for the reasons set forth above, regardless of whether the removal of property from a city's ETJ is accomplished through petition or election.⁸¹ On its face, it violates multiple sections of the Texas Constitution.

Specifically, if Section 1 (which created Subchapters D and E of Chapter 42 of the Texas Local Government Code) is held to be unconstitutional and invalid, then Sections 2-5 of SB 2038 must also be declared invalid because they are dependent upon Section 1, which provides for the unconstitutional delegation of authority in the first instance. If individuals have not been properly empowered by the Legislature to make the final and unreviewable decision relating to which laws they wish to apply to their own (and their unknowing neighbors') property, then the remaining sections of SB 2038 may not independently survive and must be invalidated as well. Accordingly, Grand Prairie seeks a declaration that pursuant to § 311.032(c), the remaining sections of SB 2038 are declared invalid because SB 2038 contains no

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See Local Government Code, Chapter 42, Subchapters D and E.

severability clause and they cannot be given effect without the ETJ removal provisions set forth in Section 1.

VII. DECLARATORY JUDGMENT ACTION

SB 2038 VIOLATES THE TEXAS CONSTITUTION'S PROHIBITION ON UNCONSTITUTIONAL DELEGATION OF LEGISLATIVE AUTHORITY TO PRIVATE PARTIES

The UDJA is remedial in nature. It is intended to settle and afford relief from uncertainty and insecurity with respect to rights under a statute and must be liberally construed to achieve that purpose.

An actual controversy has arisen and now exists between the parties concerning their respective rights and obligations under Texas law. Each has an interest that would be affected by SB 2038.

Pursuant to Texas Civil Practice and Remedies Code §§ 37.001 et seq., Grand

Prairie seeks the following declarations from the Court under the UDJA:

- a. **SB 2038 violates the Separation of Powers Doctrine by delegating legislative decisions to private property owners**: SB 2038 violates Article II, Section 1 of the Texas Constitution (the separation of powers) because its petition mechanism constitutes an unconstitutional delegation of legislative authority to private parties, in violation of the standard articulated by the Texas Supreme Court.
- b. **SB 2038 violates Due Course of Law for being unconstitutionally vague**: SB 2038 violates Article I, Section 19 of the Texas Constitution (due course of law) and is unconstitutionally vague in its use of the phrases "majority in value" and "as indicated by the tax rolls" because it fails to provide a definite standard to determine which property value must be used or considered.
- c. SB 2038 violates Due Course of Law for lack of notice and an opportunity of property owners to be heard: SB 2038

violates Article I, Section 19 of the Texas Constitution (due course of law) because its petition mechanism fails to provide affected ETJ property owners notice and a meaningful opportunity to be heard prior to the removal of property from a city's ETJ.

- d. **SB 2038 violates Equal Protection for treating adjacent property owners differently in an election;** SB 2038 violates Article 1, Section 3 of the Texas Constitution (equal protection) because its election mechanism only permits property owners who reside in a city's ETJ to vote for or against removal, thereby treating property owners who do not reside in the ETJ and municipal residents differently and less favorably.
- SB 2038 directly conflicts with Local Government Code § e. 42.023: SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduced; however, SB 2038 can be harmonized with Section 42.023 by finding that the governing body's specific consent to reduce ETJ is required before SB 2038's provision that ETJ is removed by operation of law is operative. Alternatively, SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduce; therefore, SB 2038 cannot be harmonized with Section 42.023, and as the more specific previously enacted provision, it controls over SB 2038 because the Legislature's intent to have the more general operation of law provision in SB 2038 is not manifest.
- f. SB 2038 violates Texas Government Code § 311.032(c) because it is interdependent and contains no severability clause: SB 2038 is invalidated in its entirety because pursuant to § 311.032(c) of the Texas Government Code ("Code Construction Act"), Sections 2-5 of SB 2038 are invalid because SB 2038 contains no severability clause and they cannot be given effect without the ETJ removal provisions set forth in Section 1.

VIII. CONDITIONS PRECEDENT

All necessary conditions precedent have been performed or have occurred.

IX. REQUEST FOR DISCLOSURES

Pursuant to Texas Rule of Civil Procedure 194.2, Grand Prairie hereby request that Defendant, the State of Texas, make the disclosures identified in Texas Rule of Civil Procedure 194.2 (a-i) and (l) within fifty (50) days of the service of this Petition.

X. PRAYER FOR RELIEF

Grand Prairie is entitled to the relief requested, which is in the best interest of the public health, safety, and welfare. For the foregoing reasons, Grand Prairie respectfully requests that Defendant, the State of Texas, be cited to appear and answer, that this Court to set Grand Prairie's Declaratory Judgment action for an *expedited* full trial on the merits and, after the trial, that this Court issue a declaration that SB 2038 is unconstitutional, void and unenforceable, in its entirety. Grand Prairie, therefore, respectfully requests that this Court enter judgment against Defendant:

- 1. Enter the following declarations in its favor:
- a. **SB 2038 violates the Separation of Powers Doctrine by delegating legislative decisions to private property owners**: SB 2038 violates Article II, Section 1 of the Texas Constitution (the separation of powers) because its petition mechanism constitutes an unconstitutional delegation of legislative authority to private parties, in violation of the standard articulated by the Texas Supreme Court.
- b. **SB 2038 violates Due Course of Law for being unconstitutionally vague**: SB 2038 violates Article I, Section 19 of the Texas Constitution (due course of law) and is unconstitutionally vague in its use of the phrases "majority in value" and "as indicated by the tax rolls" because it fails to provide a definite standard to determine which property value must be used or considered.
- c. SB 2038 violates Due Course of Law for lack of notice and an opportunity of property owners to be heard: SB 2038 violates

Article I, Section 19 of the Texas Constitution (due course of law) because its petition mechanism fails to provide affected ETJ property owners notice and a meaningful opportunity to be heard prior to the removal of property from a city's ETJ.

- d. **SB 2038 violates Equal Protection for treating adjacent property owners differently in an election;** SB 2038 violates Article 1, Section 3 of the Texas Constitution (equal protection) because its election mechanism only permits property owners who reside in a city's ETJ to vote for or against removal, thereby treating property owners who do not reside in the ETJ and municipal residents differently and less favorably.
- e. SB 2038 directly conflicts with Local Government Code § 42.023: SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduced; however, SB 2038 can be harmonized with Section 42.023 by finding that the governing body's specific consent to reduce ETJ is required before SB 2038's provision that ETJ is removed by operation of law is operative. Alternatively, SB 2038 conflicts with existing Texas Local Government Code Section 42.023, which provides that a governing body's consent is required before a city's ETJ can be reduce; therefore, SB 2038 cannot be harmonized with Section 42.023, and as the more specific previously enacted provision, it controls over SB 2038 because the Legislature's intent to have the more general operation of law provision in SB 2038 is not manifest.
- f. SB 2038 violates Texas Government Code § 311.032(c) because it is interdependent and contains no severability clause: SB 2038 is invalidated in its entirety because pursuant to § 311.032(c) of the Texas Government Code ("Code Construction Act"), Sections 2-5 of SB 2038 are invalid because SB 2038 contains no severability clause and they cannot be given effect without the ETJ removal provisions set forth in Section 1.
- 2. Award Grand Prairie its reasonable and necessary attorney's fees pursuant to the UDJA. Texas Civil Practice and Remedies Code, §37.009.
- All other relief, general or special, whether in law and equity, to which Grand Prairie may be justly entitled.

Respectfully submitted,

/s/ Bradford E. Bullock

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LOCAL GOVERNMENT CODE

TITLE 2. ORGANIZATION OF MUNICIPAL GOVERNMENT

SUBTITLE C. MUNICIPAL BOUNDARIES AND ANNEXATION

CHAPTER 42. EXTRATERRITORIAL JURISDICTION OF MUNICIPALITIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 42.001. PURPOSE OF EXTRATERRITORIAL JURISDICTION. The legislature declares it the policy of the state to designate certain areas as the extraterritorial jurisdiction of municipalities to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DETERMINATION OF EXTRATERRITORIAL JURISDICTION

Sec. 42.021. EXTENT OF EXTRATERRITORIAL JURISDICTION. (a) The extraterritorial jurisdiction of a municipality is the unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located:

(1) within one-half mile of those boundaries, in the case of a municipality with fewer than 5,000 inhabitants;

(2) within one mile of those boundaries, in the caseof a municipality with 5,000 to 24,999 inhabitants;

(3) within two miles of those boundaries, in the caseof a municipality with 25,000 to 49,999 inhabitants;

(4) within 3-1/2 miles of those boundaries, in the case of a municipality with 50,000 to 99,999 inhabitants; or

(5) within five miles of those boundaries, in the case of a municipality with 100,000 or more inhabitants.

(b) Regardless of Subsection (a), the extraterritorial jurisdiction of a municipality is the unincorporated area that

is contiguous to the corporate boundaries of the municipality and that is located:

(1) within five miles of those boundaries on a barrier island; or

(2) within one-half mile of those boundaries off a barrier island.

(c) Subsection (b) applies to a municipality that has:

(1) a population of 2,000 or more; and

(2) territory located:

(A) entirely on a barrier island in the Gulf of Mexico; and

(B) within 30 miles of an international border.

(d) Regardless of Subsection (a), the extraterritorial jurisdiction of a municipality is the unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located within three miles of those boundaries if the municipality:

(1) has a population of not less than 25,000 or more than 27,000; and

(2) is located in a county that has a population of45,000 or more and borders the Trinity River.

(e) An annexation commenced after January 1, 2023, does not expand the extraterritorial jurisdiction of a municipality unless contemporaneously with the annexation the owner or owners of the area that would be included in the municipality's extraterritorial jurisdiction as a result of the annexation request that the area be included in the municipality's extraterritorial jurisdiction.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 761 (H.B. <u>3325</u>), Sec. 1, eff. June 15, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 215 (H.B. <u>91</u>), Sec. 1, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 612 (S.B. <u>508</u>), Sec. 1, eff. June 17, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. <u>1093</u>), Sec. 22.001(33), eff. September 1, 2013.

Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 2, eff. September 1, 2023.

Acts 2023, 88th Leg., R.S., Ch. 644 (H.B. <u>4559</u>), Sec. 121, eff. September 1, 2023.

Sec. 42.022. EXPANSION OF EXTRATERRITORIAL JURISDICTION. (a) When a municipality annexes an area, the extraterritorial jurisdiction of the municipality expands with the annexation to comprise, consistent with Section 42.021, the area around the new municipal boundaries.

(b) The extraterritorial jurisdiction of a municipality may expand beyond the distance limitations imposed by Section <u>42.021</u> to include an area contiguous to the otherwise existing extraterritorial jurisdiction of the municipality if the owners of the area request the expansion.

(c) The expansion of the extraterritorial jurisdiction of a municipality through annexation, request, or increase in the number of inhabitants may not include any area in the existing extraterritorial jurisdiction of another municipality, except as provided by Subsection (d).

(d) The extraterritorial jurisdiction of a municipality may be expanded through annexation to include area that on the date of annexation is located in the extraterritorial jurisdiction of another municipality if a written agreement between the municipalities in effect on the date of annexation allocates the area to the extraterritorial jurisdiction of the annexing municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 337 (H.B. <u>2902</u>), Sec. 1, eff. June 17, 2011.

Sec. 42.0225. EXTRATERRITORIAL JURISDICTION AROUND CERTAIN MUNICIPALLY OWNED PROPERTY. (a) This section applies only to an area owned by a municipality that is:

(1) annexed by the municipality; and

(2) not contiguous to other territory of the municipality.

(b) Notwithstanding Section 42.021, the annexation of an area described by Subsection (a) does not expand the extraterritorial jurisdiction of the municipality.

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 1, eff. Sept. 1, 1999.

Sec. 42.023. REDUCTION OF EXTRATERRITORIAL JURISDICTION. The extraterritorial jurisdiction of a municipality may not be reduced unless the governing body of the municipality gives its written consent by ordinance or resolution, except:

(1) in cases of judicial apportionment of overlapping extraterritorial jurisdictions under Section <u>42.901</u>;

(2) in accordance with an agreement under Section
42.022(d); or

(3) as necessary to comply with Section 42.0235.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 337 (H.B. <u>2902</u>), Sec. 2, eff. June 17, 2011.

Acts 2015, 84th Leg., R.S., Ch. 941 (H.B. <u>4059</u>), Sec. 1, eff. June 18, 2015.

Sec. 42.0235. LIMITATION ON EXTRATERRITORIAL JURISDICTION OF CERTAIN MUNICIPALITIES. (a) Notwithstanding Section <u>42.021</u>, and except as provided by Subsection (d), the extraterritorial jurisdiction of a municipality with a population of more than 175,000 located in a county that contains an international border and borders the Gulf of Mexico terminates two miles from the extraterritorial jurisdiction of a neighboring municipality if extension of the extraterritorial jurisdiction beyond that limit would:

(1) completely surround the corporate boundaries or extraterritorial jurisdiction of the neighboring municipality; and

(2) limit the growth of the neighboring municipality by precluding the expansion of the neighboring municipality's extraterritorial jurisdiction.

(b) A municipality shall release extraterritorial jurisdiction as necessary to comply with Subsection (a).

(c) Notwithstanding any other law, a municipality that owns an electric system and that releases extraterritorial jurisdiction under Subsection (b) may provide electric service in the released area to the same extent that the service would have been provided if the municipality had annexed the area.

(d) Extraterritorial jurisdiction for a municipality subject to this section is determined under Section 42.021 if the governing body of the municipality and the governing body of the neighboring municipality each adopt, on or after June 1, 2017, resolutions stating that the determination of extraterritorial jurisdiction under Section 42.0235 (a) is not in the best interest of the municipality.

Added by Acts 2015, 84th Leg., R.S., Ch. 941 (H.B. <u>4059</u>), Sec. 2, eff. June 18, 2015. Amended by:

Acts 2017, 85th Leg., R.S., Ch. 447 (S.B. <u>468</u>), Sec. 1, eff. September 1, 2017.

Sec. 42.024. TRANSFER OF EXTRATERRITORIAL JURISDICTION BETWEEN CERTAIN MUNICIPALITIES. (a) In this section:

(1) "Adopting municipality" means a home-rule municipality with a population of less than 25,000 that purchases and appropriates raw water for its water utility through a transbasin diversion permit from one or two river authorities in which the municipality has territory.

(2) "Releasing municipality" means a home-rule municipality with a population of more than 450,000 that owns an electric utility, that has a charter provision allowing for limited-purpose annexation, and that has annexed territory for a limited purpose.

(b) The governing body of an adopting municipality may by resolution include in its extraterritorial jurisdiction an area that is in the extraterritorial jurisdiction of a releasing municipality if:

(1) the releasing municipality does not provide water, sewer services, and electricity to the released area;

(2) the owners of a majority of the land within the released area request that the adopting municipality include in its extraterritorial jurisdiction the released area;

(3) the released area is:

(A) adjacent to the territory of the adopting municipality;

(B) wholly within a county in which both municipalities have territory; and

(C) located in one or more school districts, each of which has the majority of its territory outside the territory of the releasing municipality;

(4) the adopting municipality adopts ordinances or regulations within the released area for water quality standards relating to the control or abatement of water pollution that are in conformity with those of the Texas Natural Resource Conservation Commission applicable to the released area on January 1, 1995;

(5) the adopting municipality has adopted a service plan to provide water and sewer service to the area acceptable to the owners of a majority of the land within the released area; and (6) the size of the released area does not exceed the difference between the total area within the extraterritorial jurisdiction of the adopting municipality, exclusive of the extraterritorial jurisdiction of the releasing municipality, on the date the resolution was adopted under this subsection, as determined by Section 42.021, and the total area within the adopting municipality's extraterritorial jurisdiction on the date of the resolution.

(c)(1) The service plan under Subsection (b)(5) shall include an assessment of the availability and feasibility of participation in any regional facility permitted by the Texas Natural Resource Conservation Commission in which the releasing municipality is a participant and had plans to provide service to the released area. The plan for regional service shall include:

(A) proposed dates for providing sewer service through the regional facility;

(B) terms of financial participation to provide sewer service to the released area, including rates proposed for service sufficient to reimburse the regional participants over a reasonable time for any expenditures associated with that portion of the regional facility designed or constructed to serve the released area as of January 1, 1993; and

(C) participation by the adopting municipality in governance of the regional facility based on the percentage of land to be served by the regional facility in the released area compared to the total land area to be served by the regional facility.

(2) The adopting municipality shall deliver a copy of the service plan to the releasing municipality and any other participant in any regional facility described in this subsection at least 30 days before the resolution to assume extraterritorial jurisdiction. The releasing municipality and any other participant in any regional facility described in this subsection by resolution shall, within 30 days of delivery of the service plan, either accept that portion of the service plan related to participation by the adopting municipality in the regional facility or propose alternative terms of participation.

If the adopting municipality, the releasing (3) municipality, and any other participant in any regional facility described in this subsection fail to reach agreement on the service plan within 60 days after the service plan is delivered, any municipality that is a participant in the regional facility or any owner of land within the area to be released may appeal the matter to the Texas Natural Resource Conservation Commission. The Texas Natural Resource Conservation Commission shall, in its resolution of any differences between proposals submitted for review in this subsection, use a cost-of-service allocation methodology which treats each service unit in the regional facility equally, with any variance in rates to be based only on differences in costs based on the time service is provided to an area served by the regional facility. The Texas Natural Resource Conservation Commission may allow the adopting municipality, the releasing municipality, or any other participant in any regional facility described in this subsection to withdraw from participation in the regional facility on a showing of undue financial hardship.

(4) A decision by the Texas Natural Resource Conservation Commission under this subsection is not subject to judicial review, and any costs associated with the commission's review shall be assessed to the parties to the decision in proportion to the percentage of land served by the regional facility subject to review in the jurisdiction of each party.

(5) The releasing municipality shall not, prior to January 1, 1997, discontinue or terminate any interlocal agreement, contract, or commitment relating to water or sewer service that it has as of January 1, 1995, with the adopting municipality without the consent of the adopting municipality.

(d) On the date the adopting municipality delivers a copy of the resolution under Subsection (b) to the municipal clerk of the releasing municipality, the released area shall be included in the extraterritorial jurisdiction of the adopting municipality and excluded from the extraterritorial jurisdiction of the releasing municipality.

(e) If any part of a tract of land, owned either in fee simple or under common control or undivided ownership, was or becomes split, before or after the dedication or deed of a portion of the land for a public purpose, between the extraterritorial jurisdiction of a releasing municipality and the jurisdiction of another municipality, or is land described in Subsection (b) (3) (C), the authority to act under Chapter <u>212</u> and the authority to regulate development and building with respect to the tract of land is, on the request of the owner to the municipality, with the municipality selected by the owner of the tract of land. The municipality selected under this subsection may also provide or authorize another person or entity to provide municipal services to land subject to this subsection.

(f) Nothing in this section requires the releasing municipality to continue to participate in a regional wastewater treatment plant providing service, or to provide new services, to any territory within the released area.

(g) This section controls over any conflicting provision of this subchapter.

Added by Acts 1995, 74th Leg., ch. 766, Sec. 1, eff. Aug. 28, 1995.

Sec. 42.025. RELEASE OF EXTRATERRITORIAL JURISDICTION BY CERTAIN MUNICIPALITIES. (a) In this section, "eligible property" means any portion of a contiguous tract of land:

(1) that is located in the extraterritorial jurisdiction of a municipality within one-half mile of the territory of a proposed municipal airport;

(2) for which a contract for land acquisitionservices was awarded by the municipality; and

(3) that has not been acquired through the contract described by Subdivision (2) for the proposed municipal airport.

(b) The owner of eligible property may petition the municipality to release the property from the municipality's extraterritorial jurisdiction not later than June 1, 1996. The petition must be filed with the secretary or clerk of the municipality.

(c) Not later than the 10th day after the date the secretary or clerk receives a petition under Subsection (b), the municipality by resolution shall release the eligible property from the extraterritorial jurisdiction of the municipality.

(d) Eligible property that is released from the extraterritorial jurisdiction of a municipality under Subsection(c) may be included in the extraterritorial jurisdiction of another municipality if:

(1) any part of the other municipality is located in the same county as the property; and

(2) the other municipality and the owner agree to the inclusion of the property in the extraterritorial jurisdiction.

Added by Acts 1995, 74th Leg., ch. 788, Sec. 1, eff. June 16, 1995. Renumbered from Local Government Code Sec. 42.024 by Acts 1997, 75th Leg., ch. 165, Sec. 31.01(64), eff. Sept. 1, 1997.

Sec. 42.0251. RELEASE OF EXTRATERRITORIAL JURISDICTION BY CERTAIN GENERAL-LAW MUNICIPALITIES. (a) This section applies only to a general-law municipality:

(1) that has a population of less than 4,000;

(2) that is located in a county with a population of more than 800,000 that is adjacent to a county with a population of more than four million; and

(3) in which at least two-thirds of the residents reside within a gated community.

(b) A municipality shall release an area from its extraterritorial jurisdiction not later than the 10th day after the date the municipality receives a petition requesting that the area be released that is signed by at least 80 percent of the owners of real property located in the area requesting release.

Added by Acts 2011, 82nd Leg., R.S., Ch. 337 (H.B. <u>2902</u>), Sec. 3, eff. June 17, 2011. Amended by:

Acts 2023, 88th Leg., R.S., Ch. 644 (H.B. <u>4559</u>), Sec. 122, eff. September 1, 2023.

Sec. 42.026. LIMITATION ON EXTRATERRITORIAL JURISDICTION OF CERTAIN MUNICIPALITIES. (a) In this section, "navigable stream" has the meaning assigned by Section <u>21.001</u>, Natural Resources Code.

(b) This section applies only to an area that is:

(1) located in the extraterritorial jurisdiction of a home-rule municipality that has a population of 60,000 or less and is located in whole or in part in a county with a population of 240,000 or less;

(2) located outside the county in which a majority of the land area of the municipality is located; and

(3) separated from the municipality's corporate boundaries by a navigable stream.

(c) A municipality that, on August 31, 1999, includes that area in its extraterritorial jurisdiction shall, before January 1, 2000:

(1) adopt an ordinance removing that area from the municipality's extraterritorial jurisdiction; or

(2) enter into an agreement with a municipality located in the county in which that area is located to transfer that area to the extraterritorial jurisdiction of that municipality.

(d) If the municipality that is required to act under Subsection (c) does not do so as provided by that subsection, the area is automatically removed from the extraterritorial jurisdiction of that municipality on January 1, 2000. (e) Section 42.021 does not apply to a transfer of extraterritorial jurisdiction under Subsection (c)(2).

Added by Acts 1999, 76th Leg., ch. 1494, Sec. 1, eff. Aug. 30, 1999.

SUBCHAPTER C. CREATION OR EXPANSION OF GOVERNMENTAL ENTITIES IN EXTRATERRITORIAL JURISDICTION

Sec. 42.041. MUNICIPAL INCORPORATION IN EXTRATERRITORIAL JURISDICTION GENERALLY. (a) A municipality may not be incorporated in the extraterritorial jurisdiction of an existing municipality unless the governing body of the existing municipality gives its written consent by ordinance or resolution.

(b) If the governing body of the existing municipality refuses to give its consent, a majority of the qualified voters of the area of the proposed municipality and the owners of at least 50 percent of the land in the proposed municipality may petition the governing body to annex the area. If the governing body fails or refuses to annex the area within six months after the date it receives the petition, that failure or refusal constitutes the governing body's consent to the incorporation of the proposed municipality.

(c) The consent to the incorporation of the proposed municipality is only an authorization to initiate incorporation proceedings as provided by law.

(d) If the consent to initiate incorporation proceedings is obtained, the incorporation must be initiated within six months after the date of the consent and must be finally completed within 18 months after the date of the consent. Failure to comply with either time requirement terminates the consent.

(e) This section applies only to the proposed municipality's area located in the extraterritorial jurisdiction of the existing municipality. Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by:

Acts 2005, 79th Leg., Ch. 287 (H.B. <u>585</u>), Sec. 1, eff. June 16, 2005.

For expiration of Subsections (c) and (d), see Subsections (c) and (d).

Sec. 42.0411. MUNICIPAL INCORPORATION IN EXTRATERRITORIAL JURISDICTION OF CERTAIN MUNICIPALITIES. (a) This section applies only to:

(1) an area located north and east of Interstate Highway 10 that is included in the extraterritorial jurisdiction, or the limited-purpose annexation area, of a municipality with a population of one million or more that has operated under a three-year annexation plan similar to the municipal annexation plan described by Section 43.052 for at least 10 years; or

(2) an area located north and east of Interstate Highway 10:

(A) that is included in the extraterritorial jurisdiction, or the limited-purpose annexation area, of a municipality with a population of one million or more that has operated under a three-year annexation plan similar to the municipal annexation plan described by Section 43.052 for at least 10 years;

(B) that has not been included in the municipality's annexation plan described by Section $\frac{43.052}{1000}$ before the 180th day before the date consent for incorporation is requested under Section 42.041(a); and

(C) for which the municipality refused to give its consent to incorporation under Section $\underline{42.041}(a)$.

(b) The residents of the area described by Subsection(a) (2) may initiate an attempt to incorporate as a municipalityby filing a written petition signed by at least 10 percent of

the registered voters of the area of the proposed municipality with the county judge of the county in which the proposed municipality is located. The petition must request the county judge to order an election to determine whether the area of the proposed municipality will incorporate. An incorporation election under this section shall be conducted in the same manner as an incorporation election under Subchapter <u>A</u>, Chapter <u>8</u>. The consent of the municipality that previously refused to give consent is not required for the incorporation.

(c) In this subsection, "deferred annexation area" means an area that has entered into an agreement with a municipality under which the municipality defers annexation of the area for at least 10 years. An area described by Subsection (a)(1) that is located within 1-1/2 miles of a municipality's deferred annexation area or adjacent to the corporate boundaries of the municipality may not be annexed for limited or full purposes during the period provided under the agreement. During the period provided under the agreement, the residents of the area may incorporate in accordance with the incorporation proceedings provided by law, except that the consent of the municipality is not required for the incorporation. This subsection expires on the later of:

(1) September 1, 2009; or

(2) the date that all areas entitled to incorporate under this subsection have incorporated.

(d) This subsection applies only to an area that is described by Subsection (a)(1) and removed from a municipality's annexation plan under Section <u>43.052</u>(e) two times or more. The residents of the area and any adjacent territory that is located within the extraterritorial jurisdiction of the municipality or located within an area annexed for limited purposes by the municipality and that is adjacent to the corporate boundaries of the municipality may incorporate in accordance with the incorporation proceedings provided by law, except that the consent of the municipality is not required for the incorporation. This subsection expires on the later of: (1) September 1, 2009; or

(2) the date that all areas entitled to incorporate under this subsection have incorporated.

Added by Acts 2005, 79th Leg., Ch. 287 (H.B. <u>585</u>), Sec. 2, eff. June 16, 2005.

Sec. 42.042. CREATION OF POLITICAL SUBDIVISION TO SUPPLY WATER OR SEWER SERVICES, ROADWAYS, OR DRAINAGE FACILITIES IN EXTRATERRITORIAL JURISDICTION. (a) A political subdivision, one purpose of which is to supply fresh water for domestic or commercial use or to furnish sanitary sewer services, roadways, or drainage, may not be created in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution in accordance with this subsection and the Water Code. In giving its consent, the municipality may not place any conditions or other restrictions on the creation of the political subdivision other than those expressly permitted by Sections 54.016(e) and (i), Water Code.

(b) If the governing body fails or refuses to give its consent for the creation of the political subdivision, including a water district previously created by an act of the legislature, on mutually agreeable terms within 90 days after the date the governing body receives a written request for the consent, a majority of the qualified voters of the area of the proposed political subdivision and the owners of at least 50 percent of the land in the proposed political subdivision may petition the governing body to make available to the area the water, sanitary sewer services, or both that would be provided by the political subdivision.

(c) If, within 120 days after the date the governing body receives the petition, the governing body fails to make a contract with a majority of the qualified voters of the area of the proposed political subdivision and the owners of at least 50 percent of the land in the proposed political subdivision to provide the services, that failure constitutes the governing body's consent to the creation of the proposed political subdivision.

(d) The consent to the creation of the political subdivision is only an authorization to initiate proceedings to create the political subdivision as provided by law.

(e) Repealed by Acts 1997, 75th Leg., ch. 1070, Sec. 55, eff. Sept. 1, 1997.

If the municipality fails or refuses to give its (f) consent to the creation of the political subdivision, including a water district previously created by an act of the legislature, or fails or refuses to execute a contract providing for the water or sanitary sewer services requested within the time limits prescribed by this section, the applicant may petition the Texas Commission on Environmental Quality for the creation of the political subdivision or the inclusion of the land in a political subdivision. The commission shall allow creation or confirmation of the creation of the political subdivision or inclusion of the land in a proposed political subdivision on finding that the municipality either does not have the reasonable ability to serve or has failed to make a legally binding commitment with sufficient funds available to provide water and wastewater service adequate to serve the proposed development at a reasonable cost to the landowner. The commitment must provide that construction of the facilities necessary to serve the land will begin within two years and will be substantially completed within 4-1/2 years after the date the petition was filed with the municipality.

(g) On an appeal taken to the district court from the ruling of the Texas Commission on Environmental Quality, all parties to the commission hearing must be made parties to the appeal. The court shall hear the appeal within 120 days after the date the appeal is filed. If the case is continued or appealed to a higher court beyond the 120-day period, the court shall require the appealing party or party requesting the continuance to post a bond or other adequate security in the

amount of damages that may be incurred by any party as a result of the appeal or delay from the commission action. The amount of the bond or other security shall be determined by the court after notice and hearing. On final disposition, a court may award damages, including any damages for delays, attorney's fees, and costs of court to the prevailing party.

(h) A municipality may not unilaterally extend the time limits prescribed by this section through the adoption of preapplication periods or by passage of any rules, resolutions, ordinances, or charter provisions. However, the municipality and the petitioner may jointly petition the Texas Commission on Environmental Quality to request an extension of the time limits.

(i) Repealed by Acts 1989, 71st Leg., ch. 1058, Sec. 1, eff. Sept. 1, 1989.

(j) The consent requirements of this section do not apply to the creation of a special utility district under Chapter <u>65</u>, Water Code. If a special utility district is to be converted to a district with taxing authority that provides utility services, this section applies to the conversion.

(k) This section, except Subsection (i), applies only to the proposed political subdivision's area located in the extraterritorial jurisdiction of the municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 3(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1058, Sec. 1, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 76, Sec. 11.254, eff. Sept. 1, 1995.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1098 (H.B. <u>3378</u>), Sec. 1, eff. June 15, 2007.

Acts 2019, 86th Leg., R.S., Ch. 1128 (H.B. <u>2590</u>), Sec. 1, eff. September 1, 2019.

Sec. 42.0425. ADDITION OF LAND IN EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY TO CERTAIN POLITICAL SUBDIVISIONS. (a) A political subdivision, one purpose of which is to supply fresh water for domestic or commercial use or to furnish sanitary sewer services, roadways, or drainage, may not add land that is located in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution in accordance with this section and the Water Code. In giving its consent, the municipality may not place any conditions or other restrictions on the expansion of the political subdivision other than those expressly permitted by Section 54.016(e), Water Code.

(b) The procedures under Section <u>42.042</u> governing a municipality's refusal to consent to the creation of a political subdivision apply to a municipality that refuses to consent to the addition of land to a political subdivision under this section.

(c) An owner of land in the area proposed to be added to the political subdivision may not unreasonably refuse to enter into a contract for water or sanitary sewer services with the municipality under Section 42.042(c).

(d) This section does not apply to a political subdivision created by Chapter 289, Acts of the 73rd Legislature, Regular Session, 1993.

Added by Acts 2007, 80th Leg., R.S., Ch. 703 (H.B. <u>2091</u>), Sec. 2, eff. June 15, 2007.

Sec. 42.043. REQUIREMENTS APPLYING TO PETITION. (a) A petition under Section 42.041 or 42.042 must:

(1) be written;

(2) request that the area be annexed or that the services be made available, as appropriate;

(3) be signed in ink or indelible pencil by the appropriate voters and landowners;

(4) be signed, in the case of a person signing as a voter, as the person's name appears on the most recent official list of registered voters;

(5) contain, in the case of a person signing as a voter, a note made by the person stating the person's residence address and the precinct number and voter registration number that appear on the person's voter registration certificate;

(6) contain, in the case of a person signing as a landowner, a note made by the person opposite the person's name stating the approximate total acreage that the person owns in the area to be annexed or serviced;

(7) describe the area to be annexed or serviced and have a plat of the area attached; and

(8) be presented to the secretary or clerk of the municipality.

(b) The signatures to the petition need not be appended to one paper.

(c) Before the petition is circulated among the voters and landowners, notice of the petition must be given by posting a copy of the petition for 10 days in three public places in the area to be annexed or serviced and by publishing the notice once, in a newspaper of general circulation serving the area, before the 15th day before the date the petition is first circulated. Proof of posting and publication must be made by attaching to the petition presented to the secretary or clerk:

(1) the affidavit of any voter who signed the petition, stating the places and dates of the posting;

(2) the affidavit of the publisher of the newspaper in which the notice was published, stating the name of the newspaper and the issue and date of publication; and

(3) the affidavit of at least three voters who signed the petition, if there are that many, stating the total number of voters residing in the area and the approximate total acreage in the area.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.044. CREATION OF INDUSTRIAL DISTRICT IN EXTRATERRITORIAL JURISDICTION. (a) In this section, "industrial district" has the meaning customarily given to the term but also includes any area in which tourist-related businesses and facilities are located.

(b) The governing body of a municipality may designate any part of its extraterritorial jurisdiction as an industrial district and may treat the designated area in a manner considered by the governing body to be in the best interests of the municipality.

(c) The governing body may make written contracts with owners of land in the industrial district:

(1) to guarantee the continuation of the extraterritorial status of the district and its immunity from annexation by the municipality for a period not to exceed 15 years; and

(2) with other lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities.

(d) The parties to a contract may renew or extend it for successive periods not to exceed 15 years each. In the event any owner of land in an industrial district is offered an opportunity to renew or extend a contract, then all owners of land in that industrial district must be offered an opportunity to renew or extend a contract subject to the provisions of Subsection (c).

(e) A municipality may provide for adequate fire-fighting services in the industrial district by:

(1) directly furnishing fire-fighting services that are to be paid for by the property owners of the district;

(2) contracting for fire-fighting services, whether or not all or a part of the services are to be paid for by the property owners of the district; or (3) contracting with the property owners of the district to have them provide for their own fire-fighting services.

(f) A property owner who provides for his own firefighting services under this section may not be required to pay any part of the cost of the fire-fighting services provided by the municipality to other property owners in the district.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 975, Sec. 1, eff. Aug. 30, 1993.

Sec. 42.045. CREATION OF POLITICAL SUBDIVISION IN INDUSTRIAL DISTRICT. (a) A political subdivision, one purpose of which is to provide services of a governmental or proprietary nature, may not be created in an industrial district designated under Section <u>42.044</u> by a municipality unless the municipality gives its written consent by ordinance or resolution. The municipality shall give or deny consent within 60 days after the date the municipality receives a written request for consent. Failure to give or deny consent in the allotted period constitutes the municipality's consent to the initiation of the creation proceedings.

(b) If the consent is obtained, the creation proceedings must be initiated within six months after the date of the consent and must be finally completed within 18 months after the date of the consent. Failure to comply with either time requirement terminates the consent for the proceedings.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.046. DESIGNATION OF A PLANNED UNIT DEVELOPMENT DISTRICT IN EXTRATERRITORIAL JURISDICTION. (a) The governing body of a municipality that has disannexed territory previously annexed for limited purposes may designate an area within its extraterritorial jurisdiction as a planned unit development district by written agreement with the owner of the land under Subsection (b). The agreement shall be recorded in the deed records of the county or counties in which the land is located. A planned unit development district designated under this section shall contain no less than 250 acres. If there are more than four owners of land to be designated as a single planned unit development, each owner shall appoint a single person to negotiate with the municipality and authorize that person to bind each owner for purposes of this section.

(b) An agreement governing the creation, development, and existence of a planned unit development district established under this section shall be between the governing body of the municipality and the owner of the land subject to the agreement. The agreement shall not be effective until signed by both parties and by any other person with an interest in the land, as that interest is evidenced by an instrument recorded in the deed records of the county or counties in which the land is located. The parties may agree:

(1) to guarantee continuation of the extraterritorial status of the planned unit development district and its immunity from annexation by the municipality for a period not to exceed15 years after the effective date of the agreement;

(2) to authorize certain land uses and developmentwithin the planned unit development;

(3) to authorize enforcement by the municipality of certain municipal land use and development regulations within the planned unit development district, in the same manner such regulations are enforced within the municipality's boundaries, as may be agreed by the landowner and the municipality;

(4) to vary any watershed protection regulations;

(5) to authorize or restrict the creation of political subdivisions within the planned unit development district; and

(6) to such other terms and considerations the parties consider appropriate.

(c) The agreement between the governing body of the municipality and the owner of the land within the planned unit development district shall be binding upon all subsequent governing bodies of the municipality and subsequent owners of the land within the planned unit development district for the term of the agreement.

(d) An agreement or a decision made under this section and an action taken under the agreement by the parties to the agreement are not subject to an approval or an appeal brought under Section 26.177, Water Code.

Added by Acts 1989, 71st Leg., ch. 822, Sec. 5, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 891, Sec. 1, eff. June 8, 1991.

Sec. 42.047. CREATION OF A POLITICAL SUBDIVISION IN AN AREA PROPOSED FOR A PLANNED UNIT DEVELOPMENT DISTRICT. If the governing body of a municipality that has disannexed territory previously annexed for limited purposes refuses to designate a planned unit development district under Section 42.046 no later than 180 days after the date a request for the designation is filed with the municipality by the owner of the land to be included in the planned unit development district, the municipality shall be considered to have given the consent required by Section 42.041 to the incorporation of a proposed municipality including within its boundaries all or some of such land. If consent to incorporation is granted by this subsection, the consenting municipality waives all rights to challenge the proposed incorporation in any court.

Added by Acts 1989, 71st Leg., ch. 822, Sec. 5, eff. Sept. 1, 1989.

Sec. 42.049. AUTHORITY OF WELLS BRANCH MUNICIPAL UTILITY DISTRICT. (a) Wells Branch Municipal Utility district is authorized to contract with a municipality: (1) to provide for payments to be made to the municipality for purposes that the governing body of the district determines will further regional cooperation between the district and the municipality; and

(2) to provide other lawful terms and considerations that the district and the municipality agree are reasonable and appropriate.

(b) A contract entered into under this section may be for a term that is mutually agreeable to the parties. The parties to such a contract may renew or extend the contract.

(c) A municipality may contract with the district to accomplish the purposes set forth in Subsection (a) of this section. In a contract entered into under this section, a municipality may agree that the district will remain in existence and be exempt from annexation by the municipality for the term of the contract.

(d) A contract entered into under this section will be binding on all subsequent governing bodies of the district and of the municipality for the term of the contract.

(e) The district may make annual appropriations from its operations and maintenance tax or other revenues lawfully available to the district to make payments to a municipality under a contract entered into under this section.

Added by Acts 1999, 76th Leg., ch. 926, Sec. 4, eff. June 18, 1999.

SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENT FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.102. AUTHORITY TO FILE PETITION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

(b) The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.103. APPLICABILITY OF OTHER LAW. Chapter 277, Election Code, applies to a petition requesting removal under this subchapter.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.104. PETITION REQUIREMENTS. (a) A petition requesting release under this subchapter must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or

(2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

(b) A person filing a petition under this subchapter must satisfy the signature requirement described by Subsection (a) not later than the 180th day after the date the first signature for the petition is obtained.

(c) A signature collected under this section must be in writing.

(d) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.105. RESULTS OF PETITION. (a) A petition requesting removal under this subchapter shall be verified by the municipal secretary or other person responsible for verifying signatures. (b) The municipality shall notify the residents and landowners of the area described by the petition of the results of the petition. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.102.

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(d) If a municipality fails to take action to release the area under Subsection (c) by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

(e) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

SUBCHAPTER E. RELEASE OF AREA BY ELECTION FROM EXTRATERRITORIAL JURISDICTION

Sec. 42.151. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section $\underline{43.0117}$, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.152. AUTHORITY TO REQUEST ELECTION FOR RELEASE. (a) A resident of an area in a municipality's extraterritorial jurisdiction may request the municipality to hold an election in accordance with this subchapter to vote on the question of whether to release the area from the municipality's extraterritorial jurisdiction by filing with the municipality a petition that includes the signatures of at least five percent of the registered voters residing in the area as of the date of the preceding uniform election date.

(b) A resident may not request another election on the question of releasing the same or substantially same area from the municipality's extraterritorial jurisdiction before the second anniversary of the date the municipality receives a petition filed under Subsection (a).

(c) The petition must include a map of the land to be released and describe the boundaries of the land to be released by:

(1) metes and bounds; or

(2) lot and block number, if there is a recorded map or plat.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.153. ELECTION. (a) Except as provided by Section 42.156, a municipality shall order an election on the question of whether to release an area from the municipality's extraterritorial jurisdiction to be held on the first uniform election date that falls on or after the 90th day after the date the municipality receives a petition that complies with Section 42.152.

(b) The municipality shall hold the election ordered under this section in the area described by the petition at which the qualified voters of the area described by the petition may vote on the question of the release.

(c) An election ordered under this section must be held in the same manner as general elections of the municipality. The municipality shall pay for the costs of holding the election.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.154. RESULTS OF ELECTION. (a) The governing body of a municipality shall canvass the election returns for an election held under this subchapter in accordance with Chapter 67, Election Code.

(b) Not later than 48 hours after the canvass of an election held under this subchapter, the municipality shall notify the residents of the area proposed to be released from the municipality's extraterritorial jurisdiction of the results

of the election. The municipality may satisfy this requirement by notifying the person who filed the petition under Section 42.152.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.155. RELEASE OF AREA AS RESULT OF ELECTION. (a) If at the election held under this subchapter a majority of qualified voters of the area to be released approve the proposed release, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

(b) If the municipality fails to take action to release the area under Subsection (a) by the later of the next meeting of the municipality's governing body or the 15th day after the canvass date for the election, the area is released by operation of law.

(c) Notwithstanding any other law, an area released from a municipality's extraterritorial jurisdiction under this section may not be included in the extraterritorial jurisdiction or the corporate boundaries of a municipality, unless the owner or owners of the area subsequently request that the area be included in the municipality's extraterritorial jurisdiction or corporate boundaries.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

Sec. 42.156. VOLUNTARY RELEASE. Instead of holding an election under Section $\underline{42.153}$, the municipality may voluntarily release the area for which the election is to be held from the municipality's extraterritorial jurisdiction before the date on which the election would have been held under Section 42.153(a).

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. <u>2038</u>), Sec. 1, eff. September 1, 2023.

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 42.901. APPORTIONMENT OF EXTRATERRITORIAL JURISDICTIONS THAT OVERLAPPED ON AUGUST 23, 1963. (a) If, on August 23, 1963, the extraterritorial jurisdiction of a municipality overlapped the extraterritorial jurisdiction of one or more other municipalities, the governing bodies of the affected municipalities may apportion the overlapped area by a written agreement approved by an ordinance or a resolution adopted by the governing bodies.

(b) A municipality having a claim of extraterritorial jurisdiction to the overlapping area may bring an action as plaintiff in the district court of the judicial district in which the largest municipality having a claim to the area is located. The plaintiff municipality must name as a defendant each municipality having a claim of extraterritorial jurisdiction to the area and must request the court to apportion the area among the affected municipalities. In apportioning the area, the court shall consider population densities, patterns of growth, transportation, topography, and land use in the municipalities and the overlapping area. The area must be apportioned among the municipalities:

(1) so that each municipality's part is contiguous to the extraterritorial jurisdiction of the municipality or, if the extraterritorial jurisdiction of the municipality is totally overlapped, is contiguous to the boundaries of the municipality;

(2) so that each municipality's part is in a substantially compact shape; and

(3) in the same ratio, to one decimal, that the respective populations of the municipalities bear to each other, but with each municipality receiving at least one-tenth of the area.

(c) An apportionment under this section must consider existing property lines. A tract of land or adjoining tracts of land that were under one ownership on August 23, 1963, and that do not exceed 160 acres may not be apportioned so as to be in the extraterritorial jurisdiction of more than one municipality unless the landowner gives written consent to that apportionment.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.902. RESTRICTION AGAINST IMPOSING TAX IN EXTRATERRITORIAL JURISDICTION. The inclusion of an area in the extraterritorial jurisdiction of a municipality does not by itself authorize the municipality to impose a tax in the area.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 42.9025. RESTRICTION ON IMPOSING FINE OR FEE IN CERTAIN AREAS IN EXTRATERRITORIAL JURISDICTION. (a) This section applies only to an area that is located in a municipality's extraterritorial jurisdiction and:

(1) that has been disannexed from the municipality under Subchapter \underline{G} , Chapter $\underline{43}$; or

(2) for which the municipality has attempted and failed to obtain consent for annexation under Subchapter C-4 or C-5, Chapter $\underline{43}$.

(b) Notwithstanding any other law, a municipality may not impose under a municipal ordinance a fine or fee on a person on the basis of:

(1) an activity that occurs wholly in an areadescribed by Subsection (a); or

(2) the management or ownership of property located wholly in an area described by Subsection (a).

(c) This section does not limit a municipality, including a municipally owned retail water, wastewater, or drainage utility, from imposing in an area described by Subsection (a) a fine or fee, including through the adoption and enforcement of rates, for water, sewer, drainage, or other related utility services. (d) This section does not apply to development or redevelopment in an area in which an election was held under Section 43.0117.

Added by Acts 2021, 87th Leg., R.S., Ch. 386 (S.B. <u>1168</u>), Sec. 1, eff. June 7, 2021.

Sec. 42.903. EXTRATERRITORIAL JURISDICTION OF CERTAIN TYPE B OR C GENERAL-LAW MUNICIPALITIES. (a) This section applies only to a Type B or C general-law municipality:

(1) that has more than 200 inhabitants;

(2) that is wholly surrounded, at the time of incorporation, by the extraterritorial jurisdiction of another municipality; and

(3) part of which was located, at any time before incorporation, in an area annexed for limited purposes by another municipality.

(b) The governing body of the municipality by resolution or ordinance may adopt an extraterritorial jurisdiction for all or part of the unincorporated area contiguous to the corporate boundaries of the municipality and located within one mile of those boundaries. The authority granted by this section is subject to the limitation provided by Section 26.178, Water Code.

(c) Within 90 days after the date the municipality adopts the resolution or ordinance, an owner of real property in the extraterritorial jurisdiction may petition the municipality to release the owner's property from the extraterritorial jurisdiction. On the presentation of the petition, the property:

(1) is automatically released from the
 extraterritorial jurisdiction of the municipality and becomes
 part of the extraterritorial jurisdiction or limited purpose
 area of the municipality whose jurisdiction surrounded, on May
 31, 1989, the municipality from whose jurisdiction the property
 is released; and

(2) becomes subject to any existing zoning or other land use approval provisions that applied to the property before the property was included in the municipality's extraterritorial jurisdiction under Subsection (b).

(d) The municipality may exercise in its extraterritorial jurisdiction the powers granted under state law to other municipalities in their extraterritorial jurisdiction, including the power to ensure its water supply and to carry out other public purposes.

(e) To the extent of any conflict, this section controls over other laws relating to the creation of extraterritorial jurisdiction.

Added by Acts 1991, 72nd Leg., ch. 16, Sec. 13.01(a), eff. Aug. 26, 1991.

Sec. 42.904. EXTRATERRITORIAL JURISDICTION AND VOTING RIGHTS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality that has disannexed territory under Section 43.133 that it had previously annexed for limited purposes and that has extended rules to its extraterritorial jurisdiction under Section 212.003.

(b) The municipality shall allow all qualified voters residing in the municipality's extraterritorial jurisdiction to vote on any proposition that is submitted to the voters of the municipality and that involves:

 (1) an adoption of or change to an ordinance or charter provision that would apply to the municipality's extraterritorial jurisdiction; or

(2) a nonbinding referendum that, if binding, would apply to the municipality's extraterritorial jurisdiction.

Added by Acts 1993, 73rd Leg., ch. 172, Sec. 1, eff. May 17, 1993.



RESOLUTION NO. 1666

RESOLUTION OF THE CITY OF CIBOLO, TEXAS, APPROVING AND DIRECTING THE CITY ATTORNEY TO REPRESENT THE CITY OF CIBOLO, TEXAS AS AN INTERVENING CO-PLAINTIFF JOINING FIFTEEN OTHER CITIES AS PLAINTIFF IN *CITY OF GRAND PRAIRIE V. THE STATE OF TEXAS*, PENDING IN THE 261ST JUDICIAL DISTRICT OF TRAVIS COUNTY, TEXAS, CHALLENGING SENATE BILL 2038 AS INVALID, UNCONSTITUTIONAL, AND VOID; PROVIDING FOR REPEAL AND 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 finds the City of Cibolo ("City") is a Texas Home Rule Municipality, as defined by applicable law; and

WHEREAS, the City Council finds that on October 25, 2023, the City of Grand Prairie filed a lawsuit in Travis County to have S.B. 2038 declared unconstitutional and void; and,

WHEREAS, the City Council finds S.B. 2038, which went into effect on September 1, 2023, generally authorizes residents of a city's extraterritorial jurisdiction ("ETJ") to petition for removal from the city's ETJ under certain circumstances; and

WHEREAS, the City Council finds that among other things, the Plaintiff cities argue that S.B. 2038 violates the "separation of powers" doctrine in the Texas Constitution by delegating legislative decisions to private property owners, violates due course of law for being unconstitutionally vague and for lack of notice and an opportunity for property owners to be heard, and conflicts with existing state law requiring city council consent for the reduction in size of a city's ETJ; and

WHEREAS, the City Council finds that by intervening, it will join the cities of Anna, Auburn, Brownsville, Bulverde, Clyde, Crandall, Denson, Denton, Grand Prairie, Hutto, Kaufman, Lockhart, McKinney, Navasota, and Van Alstyne ("Plaintiff cities"), as Plaintiffs; and

WHEREAS, the City Council finds the legal arguments of the Plaintiff cities are well supported by legal authorities, both statutory and common law; and

WHEREAS, the City Council finds that the City of Cibolo, Texas is similarly situated with the Plaintiff cities, and will equally suffer the same harm as presented by the Plaintiff cities in its Amended Original Petition, making it necessary for the Cit to join in the pending suit to protect its ETJ from being illegally diminished.

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

1, The statements set forth in and by reference in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

2. The City Attorney is authorized to represent the City of Cibolo, Texas in the *Grand Prairie v. State of Texas* lawsuit pending in Travis County, Texas, challenging SB 2038, and may file all necessary and appropriate pleadings, motions and other filings on behalf of the city, and must continue to do so, through any appeal, until a final unappealable judgment is obtained, or as further directed by the City Council.

3. The City Attorney's is authorized to charge the city the flat rate of \$160 per hour for work performed in connection with this matter.

4. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation and this Resolution shall not operate to repeal or affect any 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 resolution or resolutions are hereby repealed.

5. If any section, subsection, sentence, clause, or phrase of this Resolution shall for any reason is held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

6. The meeting at which this Resolution passed was conducted in compliance with the Texas Open Meetings Act.

[THIS SPACE LEFT INTENTIONALLY BLANK]

7. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Cibolo, Texas.

PASSED AND ADOPTED BY THE CITY COUNCIL ON THE 27th DAY OF FEBRUARY 2024.





D. Discussion/Action regarding the appointment of a Board of Trustees member to the Canyon Regional Water Authority and bring back a resolution to the next meeting appointing that person to the Board. (Ms. Cimics)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Discussion/Action Item: 14D.
From	
Jacob Parsons, Assistant Director Public Works	

PRIOR CITY COUNCIL ACTION:

The City of Cibolo Council appointed Ted Gibbs to the Canyon Regional Water Authority (CRWA) Board of Trustees for a two year appointment in 2023.

BACKGROUND:

There are two offsetting appointments for the City of Cibolo on the Board of Trustees that have two year terms. Last year, the Council appointed Timothy Fousse to be the representative on the Board of Trustees for his fourth two-year term. If appointed, this would be Ted Gibbs' fifth two-year term, which would be the last term he could be on this board according to the CRWA rules . Ted Gibbs served on City Council From 2016 to 2021 and has served on the board of trustees for the past 8 years.

STAFF RECOMMENDATION:

Staff is seeking the Council's decision for the appointee to the Canyon Regional Water Authority Board of Trustees.

FINANCIAL IMPACT:

There is no financial impact.

MOTION(S):

Motion to appoint (Insert Name) to the Canyon Regional Water Authority Board of Trustees.

Attachments

Board of Trustees Ted Gibbs 2025.pdf



Jacob Parsons City of Cibolo P.O. Box 826 Cibolo, TX 78108-0108

January 29, 2025

Re: Appointments to the CRWA Board of Trustees

Dear Jacob Parsons,

Members to the Board of Trustees of the Canyon Regional Water Authority are seated during the first Board of Trustees meeting in May. As a Member Entity you are entitled to select one member to the Board of Trustees to serve a <u>two-year term</u>. The trustee term that will expire this year is <u>Mr. Ted Gibbs</u>.

Your governing body is required to act on this appointment at a meeting held in compliance with the standard procedures of your entity.

Please have your governing body make this selection prior to <u>May 1, 2025</u>. After the selection is made, please let me know the member's name, address, and telephone numbers as soon as you can.

I have enclosed a suggested resolution for your action. I need written confirmation returned to CRWA before your member can be seated on the Board. It is very important that I receive the confirmation before <u>May 1, 2025</u>.

Please be aware that the qualifications for a Trustee is that the person be 18 years of age, live within the boundaries of C.R.W.A. (your service area), and not have served more than five continuous terms of office on the Board of Trustees of C.R.W.A.

Sincerely,

Hanna Díaz

Hanna Diaz

RESOLUTION OF THE GOVERNING BODY OF

City of Cibolo

APPOINTING TO CANYON REGIONAL WATER AUTHORITY ONE MEMBER TO THE BOARD OF TRUSTEES FOR A TWO-YEAR TERM OF OFFICE.

ADOPTED 2025

RESOLVED, that the Governing Body of <u>**City of Cibolo**</u> has appointed:

to serve as

their representative to the **Board of Trustees** of Canyon Regional Water Authority.

RESOLVED. FURTHER, that the above-named representative is authorized to represent, and act on behalf of, in the best interest of above said entity in the process of maintaining and conducting the business of the Canyon Regional Water Authority, and to cast its vote on all issues related to the Canyon Regional Water Authority.

* * * * *

CERTIFICATE OF SECRETARY

I, _______ do hereby certify that I am the Secretary of the above said entity and that the above and foregoing is a true, full and correct copy of the resolution duly adopted by the Members of the Governing Body of the above said entity at its meeting held on ______ **2025**, and entered into the Minutes of said entity; that the meeting was duly and regularly held in accordance with the Bylaws and or laws governing the said entity; and that such resolution has not been rescinded or modified.

To certify which, witness my hand and seal of said entity this day _____ 2025

Secretary

SEAL



E. Discussion/Action regarding the appointment of a representative to the Canyon Regional Water Authority Board of Managers and bring back a resolution to the next meeting appointing that person to the Board. (Ms. Cimics)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Discussion/Action Item: 14E.
From	
Jacob Parsons, Assistant Director Public Works	

PRIOR CITY COUNCIL ACTION:

In 2024, the City Council appointed the Assistant Public Works Director, Jacob Parsons, to the Canyon Regional Water Authority (CRWA) Board of Managers for a one-year term.

BACKGROUND:

The CRWA Board of Managers appointment is a one-year term. Jacob Parsons has been appointed to this board for the past three years.

STAFF RECOMMENDATION:

Staff is seeking the Council's decision for the appointee to the Canyon Regional Water Authority Board of Managers.

FINANCIAL IMPACT:

There is no financial impact.

MOTION(S):

Motion to appoint (Insert Name) to the Canyon Regional Water Authority Board of Managers.

Attachments

Board of Managers Jacob Parsons 2025.pdf



Jacob Parsons City of Cibolo P.O. Box 826 Cibolo, TX 78108-0108

January 29, 2025

Re: Appointments to the CRWA Board of Managers

Dear Mr. Parsons,

Members to the Board of Managers of the Canyon Regional Water Authority are seated during the first meeting in May. As a Member Entity you are entitled to select one member to the Board of Managers to serve a <u>one-year term</u>.

Your governing body is required to act on this appointment at a meeting held in compliance with the standard procedures of your entity.

Please have your governing body make this selection prior to <u>May 1, 2025</u>. After the selection is made, please let me know the member's name, address, and telephone numbers as soon as you can.

I have enclosed a suggested resolution for your action. I need written confirmation returned to me before your member can be seated on the Board. It is very important that I receive the confirmation before <u>May 1, 2025</u>.

Sincerely,

Hanna Díaz

Hanna Diaz

Resolution of the Governing Body of

City of Cibolo

Appointing to Canyon Regional Water Authority one member to the **Board of Managers** for a one-year term of office

ADOPTED _____ 2025.

RESOLVED, that the Governing Body of the City of Cibolo has appointed

to serve as their representative to the Board of Managers

of Canyon Regional Water Authority.

RESOLVED. FURTHER, that the above-named representative is authorized to represent, and act in behalf of, in the best interest of the above-named entity in the process of maintaining and conduction of business of the Canyon Regional Water Authority, and to cast its vote on all issues related to the Canyon Regional Water Authority.

* * * * *

CERTIFICATE OF SECRETARY

I, _______ do hereby certify that I am the Secretary of the above named entity and that the above and foregoing is a true, full and correct copy of a resolution duly adopted by the Governing Body of the above named entity at its meeting held on ______ 2025, and entered into the Minutes of the above named entity, that the meeting was duly and regularly held in accordance with the Bylaws of and or laws governing the above named entity; and that such resolution has not been rescinded or modified.

To certify which, witness my hand and seal of said above named entity this day 2025

Secretary

.

SEAL



City Council Regular Meeting Staff Report

G. Discussion/Action on the FY25 Strategic Partnership Grant Program. (Mr. Hugghins)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Discussion/Action Item: 14G.
From	
Bryan Hugghins, Executive Director - Safety and Infrastructure	

PRIOR CITY COUNCIL ACTION:

The application process for FY24 was opened in mid-January and closed at the end of February 2024. In FY24, there were four (4) non-profit organizations that submitted applications for grant funding. The Council evaluated the applications, scored the applicants using a scoring matrix, and awarded funding to all four organizations in varying amounts. At the time the funding was approved for the grant recipients, there was discussion among the Council Members about restricting certain non-profits from applying for funding if the City was already proving funding to their programs through different means.

BACKGROUND:

The Strategic Partnership Grant Program was created in 2023 to provide a mechanism for the City Council to evaluate requests for funding of special projects. Historically, the City Council received requests from other entities and non-profits to provide funding for various projects throughout the year. For the FY24 budget year, the Council created the Strategic Partnership Grant Program to allow those organization to submit applications describing how their organizations will benefit the citizens of Cibolo with their projects or programs. An application period was established to limit when organizations could request funding from the City Council. The applications were later evaluated by the Council to determine if an organization would receive funding, and if funding was approved, how much the organization would receive.

STAFF RECOMMENDATION:

Staff recommends the City Council open the FY25 Strategic Partnership Grant application period on March 1, 2025 and close the application period on April 30, 2025. This will allow a two month application period for interested non-profit organizations to complete their applications and provide the Council with proper justification for their grant requests.

The Council may want to consider amending the application to restrict funding to organizations that are already receiving funding from the City in some form. There were some applicants during FY24 that were providing the grant funding they were receiving to programs already supported by the City's annual budget. Council could mandate that applications for consideration must support programs outside of the purview of City departments and programs.

FINANCIAL IMPACT:

For FY25, the City Council placed TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000) in the budget for the Strategic Partnership Grant Program.

MOTION(S):

Motion to approve the application period for the FY25 Strategic Partnership Grant Program to begin March 1st and close April 30th, 2025.

Attachments

FY24 Strategic Partnership Grant Funding Matrix.pdf

Strategic Partnership Grant Program Applicant Funding Recommendations

COUNCIL MEMBER	ААССРА	CASA	Miss Cibolo	Comal Senior Center
Mark Allen	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
T.G. Benson	\$0.00	\$1,500.00	\$2,500.00	\$6,000.00
Randy Roberts	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Robert Mahoney	\$1,700.00	\$3,700.00	\$600.00	\$4,000.00
Katie Cunningham	\$3,000.00	\$1,500.00	\$500.00	\$5,000.00
Norma Sanchez-Stephens	\$4,000.00	\$2,000.00	\$0.00	\$4,000.00
Dick Hetzel	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Joel Hicks	\$0.00	\$3,717.00	\$283.00	\$6,000.00



City Council Regular Meeting Staff Report

H. Discussion/Presentation on the update of the 2024 Racial Profiling Report. (Chief Andres)

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:30 PM	Discussion/Action Item: 14H.
From	
Thedrick Andres, Chief of Police	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

The Police Department will provide an overview of the 2024 Racial Profiling Report and statistical data.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

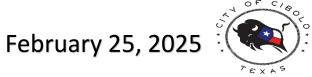
Attachments

2024 Racial Profiling Report_Presentation.pdf 2024 Racial Profiling Report Full.pdf

Cibolo Police Department

Annual Racial Profiling Report

Presented By: Thedrick Andres, Chief of Police



Presentation Overview

Annual Racial Profiling Report

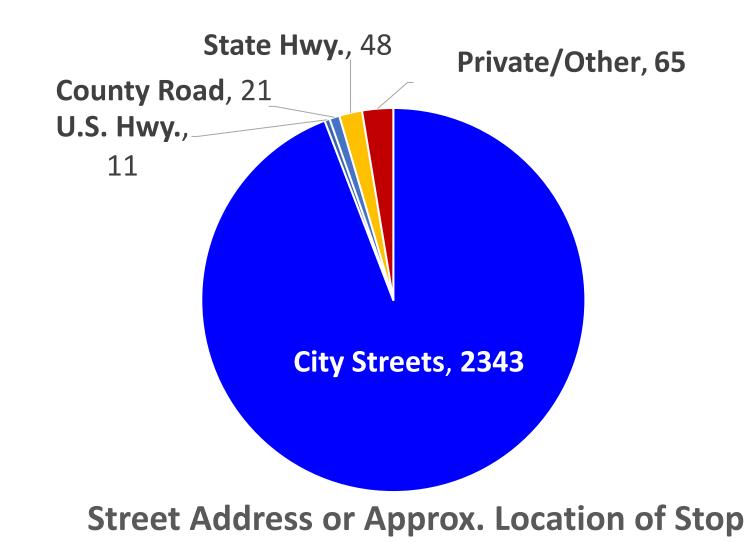


Council Feedback

Does the council have any questions about the information provided in this presentation?

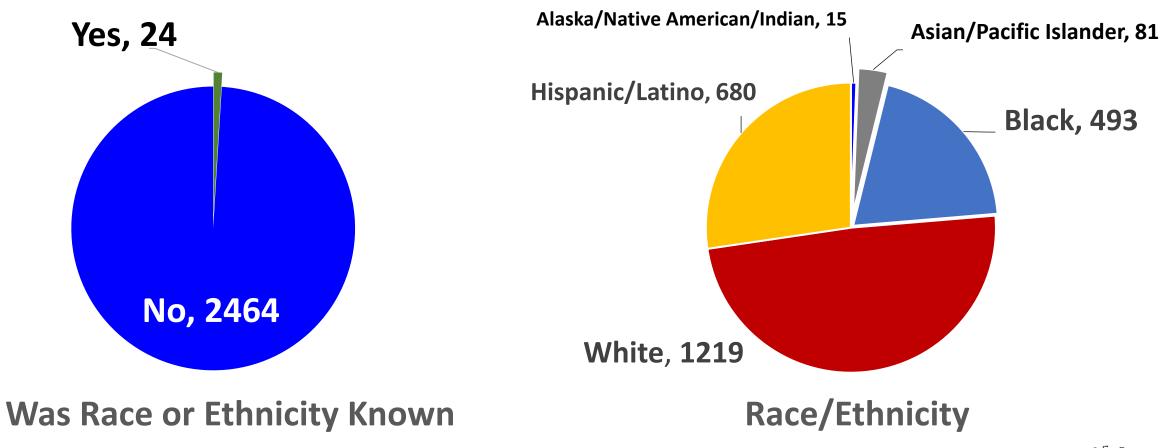


Total Traffic Stops: 2488



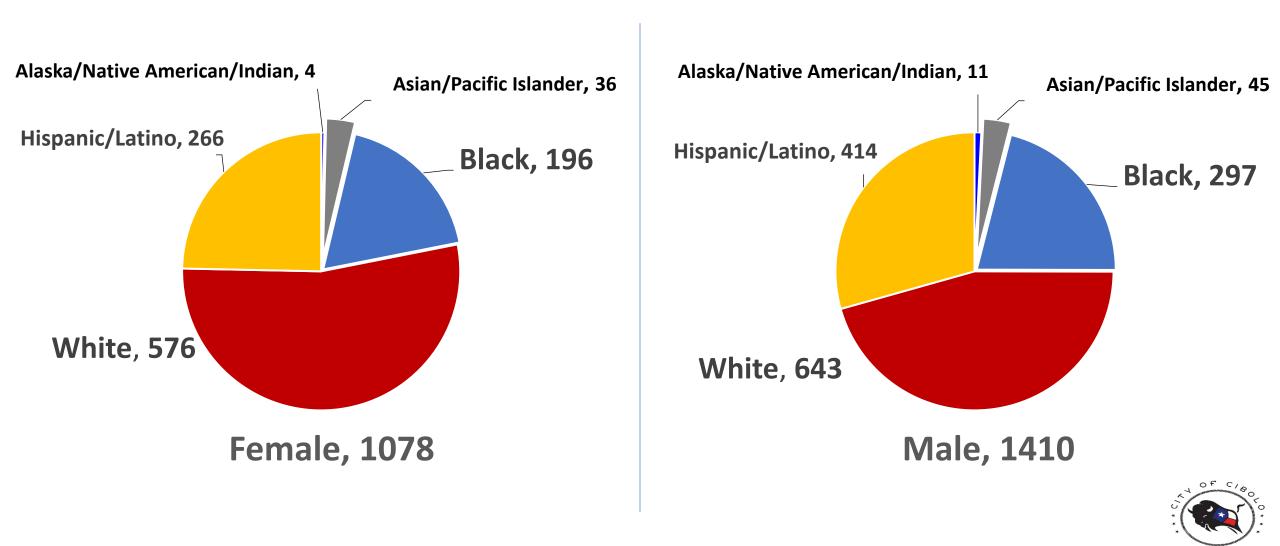


Total Traffic Stops: 2488

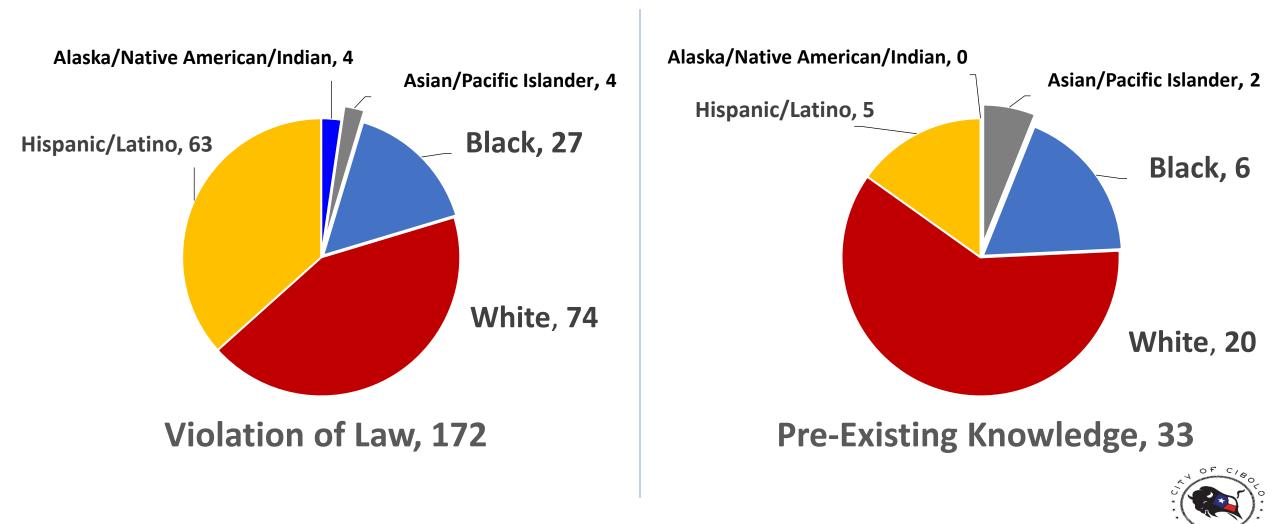




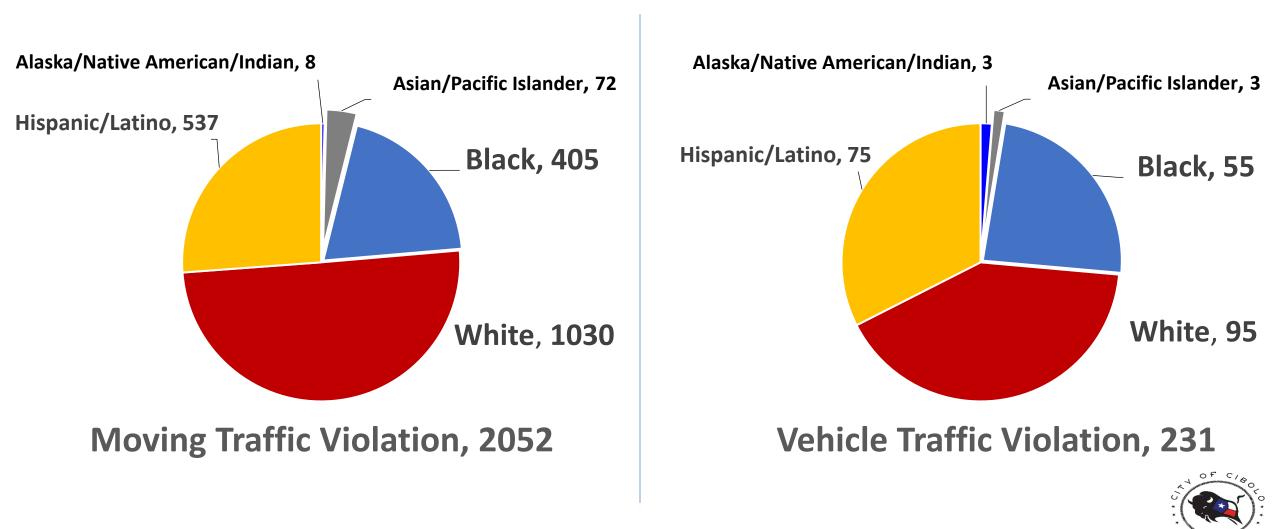
Gender



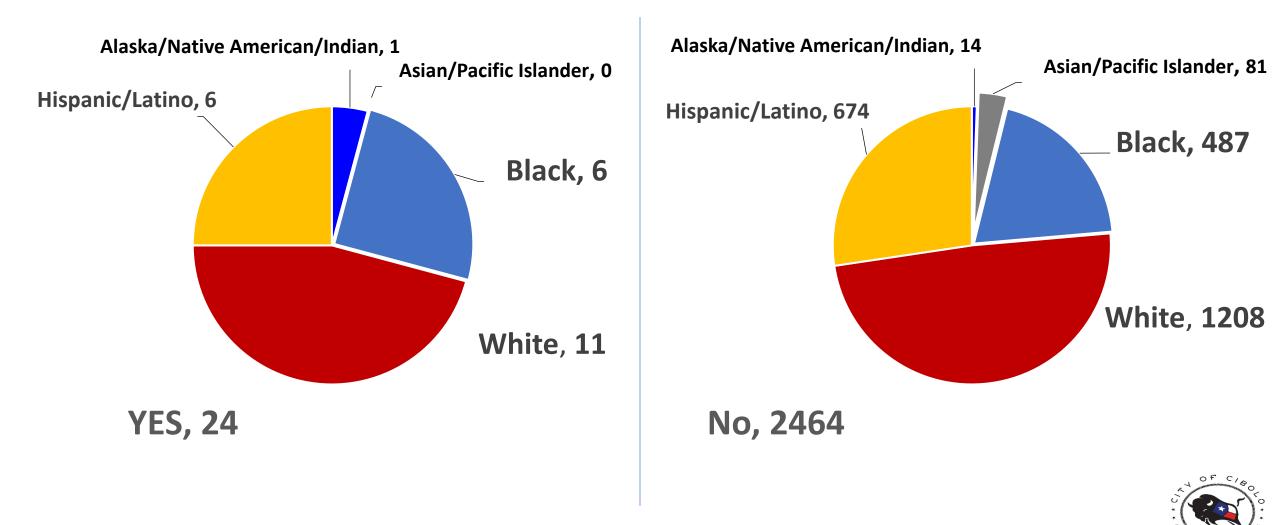
Reasons for Stops



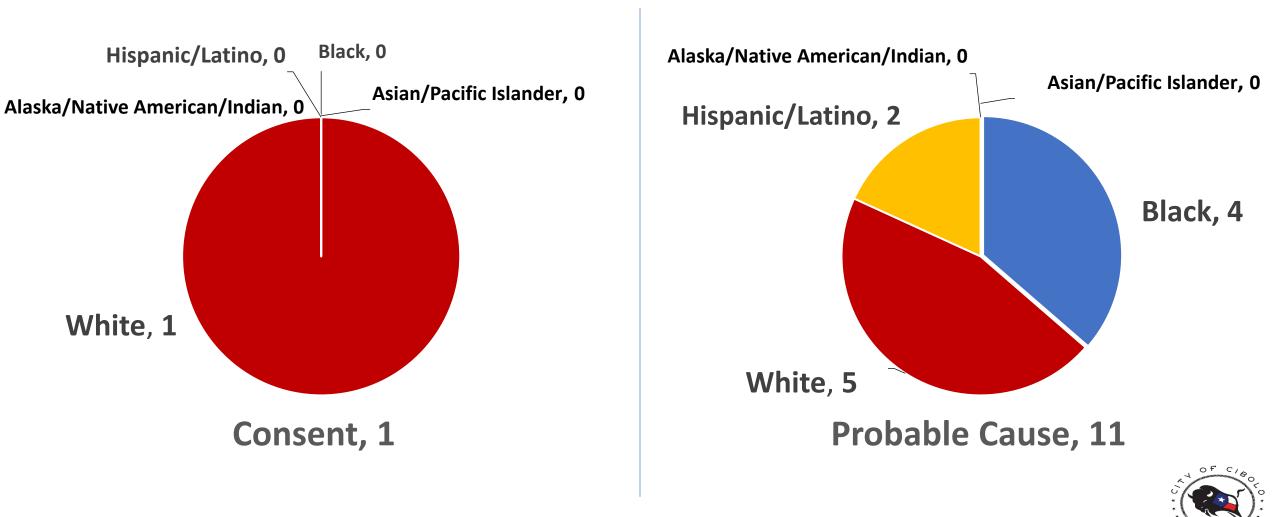
Reasons for Stops



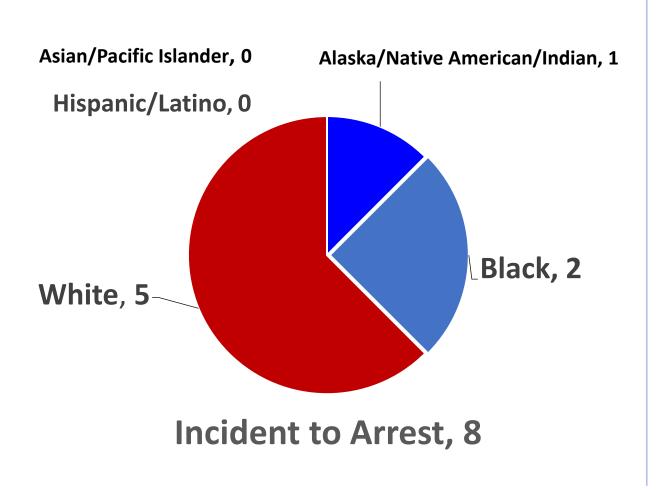
Was a Search Conducted?



Reasons for Search



Reason for Search



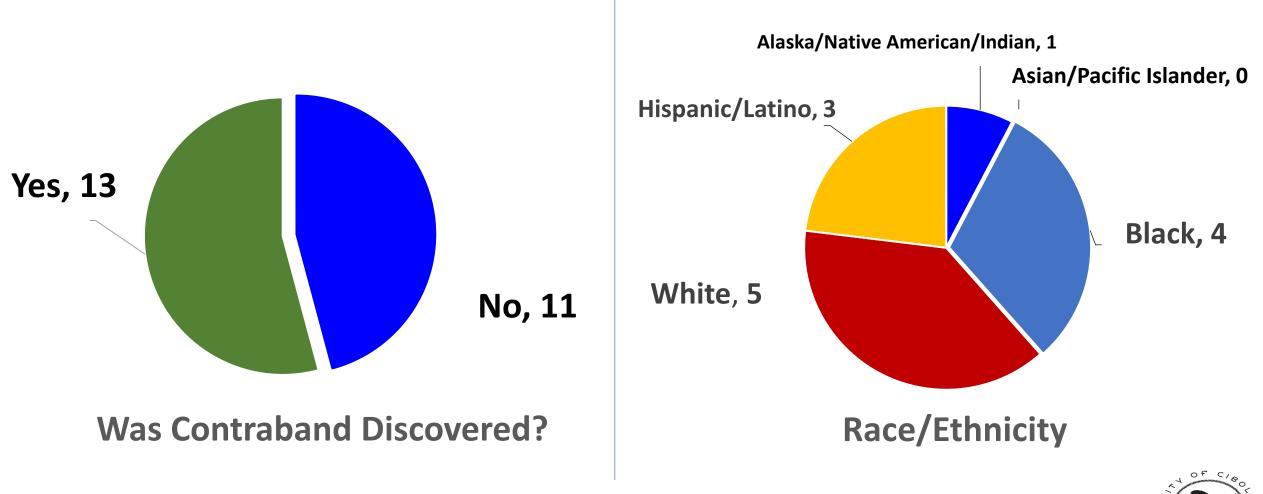
Contraband in Plain View, 1

Inventory, 3



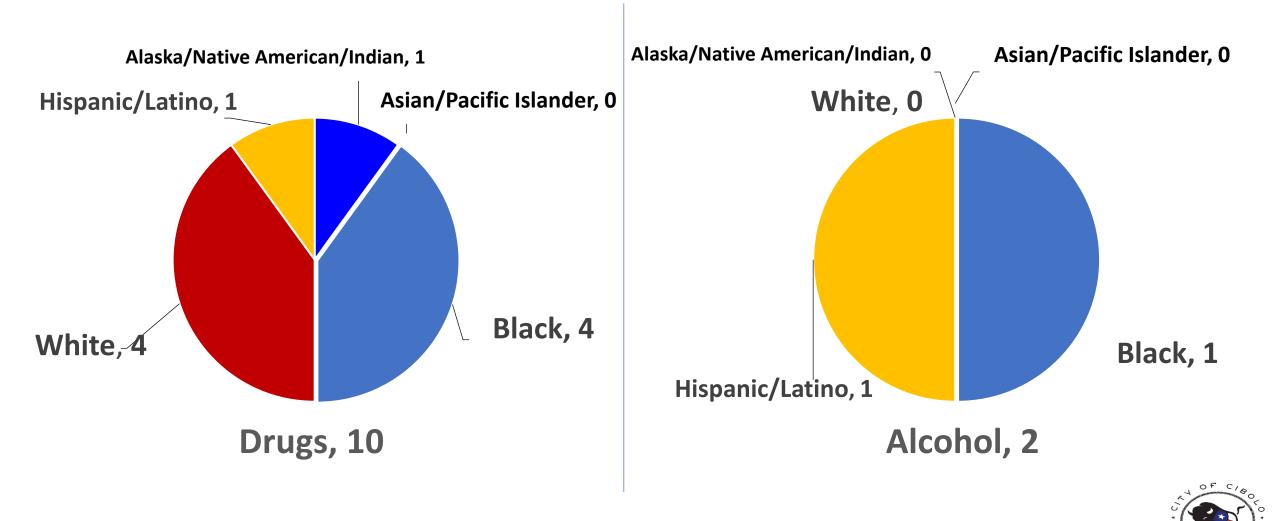
CITY OF CIBOLO

Was Contraband Discovered?

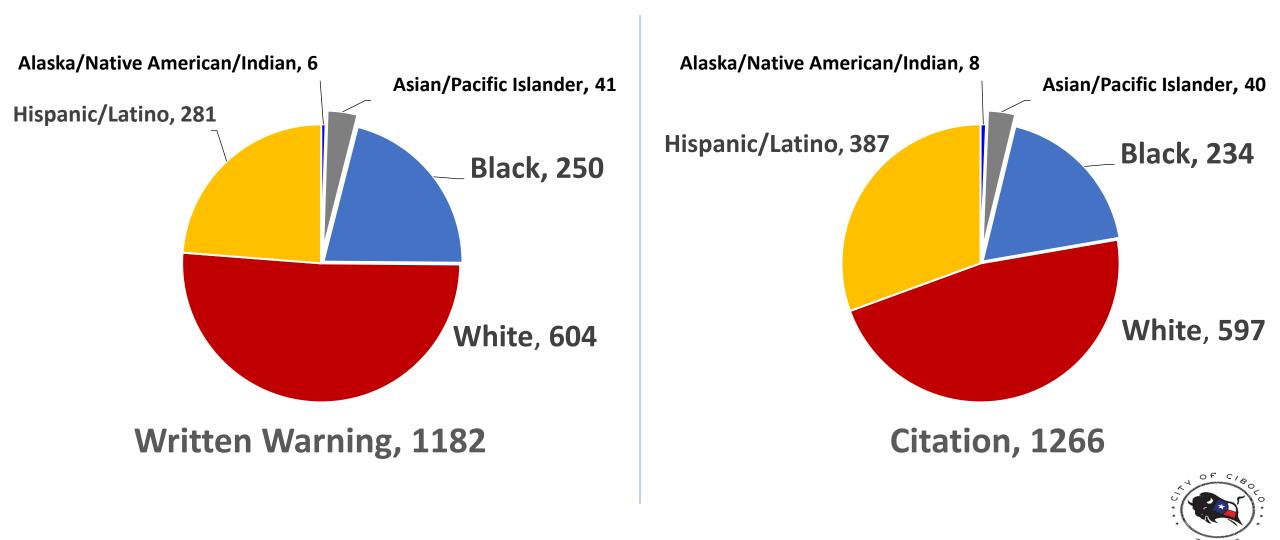




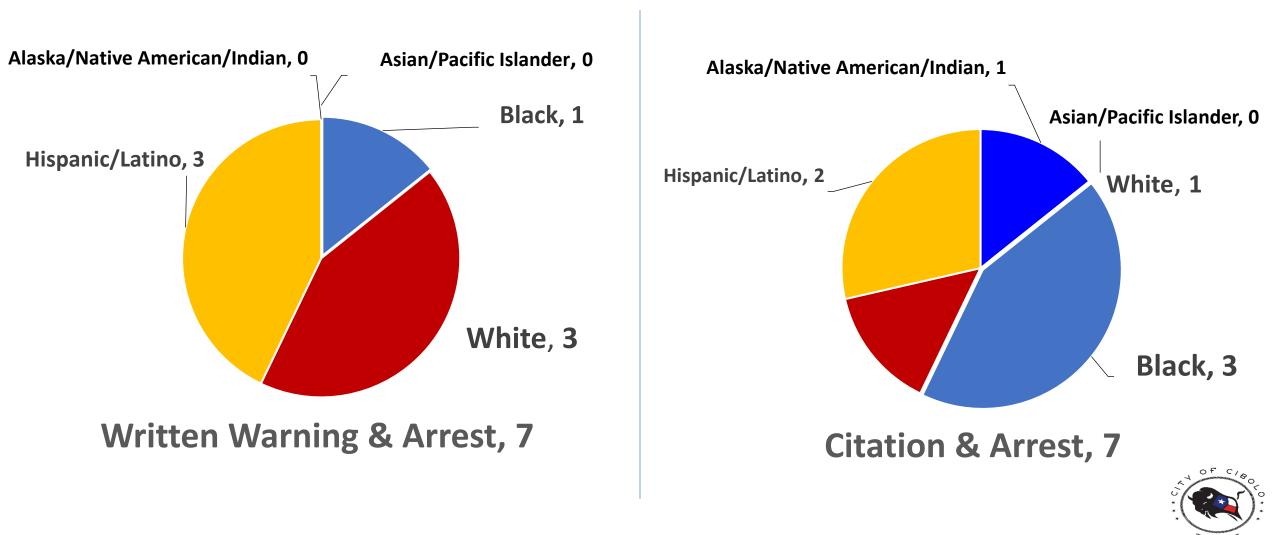
Types of Contraband



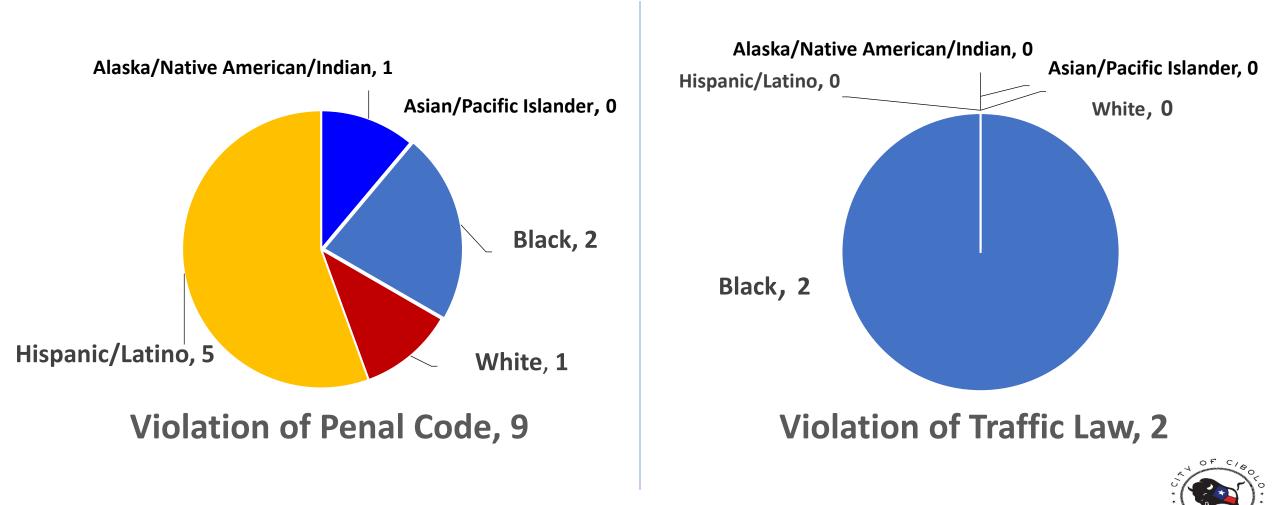
Results of Stops



Results of Stops



Arrests Based On



CITY OF CIBOLO

Arrests Based On



Violation of City Ordinance, 0



Total Traffic Stops: 2488

Number of complaints of racial profiling

Total Resulted in disciplinary action Did not result in disciplinary action

Comparative Analysis

- Use TCOLE's auto generated analysis
- **Use Department's submitted analysis**



0

0





Council Feedback

Does the council have any questions about the information provided in this presentation?



THANK YOU!



Racial Profiling Report | Full

Agency Name: CIBOLO POLICE DEPARTMENT Reporting Date: 01/29/2025 TCOLE Agency Number: 187201

Chief Administrator: THEDRICK R. ANDRES SR

Agency Contact Information: Phone: (210) 858-3207 Email: tandres@cibolotx.gov

Mailing Address: 162 E LOOP 539 CIBOLO, TX 78108-4172

This Agency filed a full report

<u>CIBOLO POLICE DEPARTMENT</u> has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the <u>CIBOLO POLICE DEPARTMENT</u> from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the <u>CIBOLO POLICE</u> <u>DEPARTMENT</u> if the individual believes that a peace officer employed by the <u>CIBOLO POLICE</u> <u>DEPARTMENT</u> has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the <u>CIBOLO POLICE</u> <u>DEPARTMENT</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>CIBOLO POLICE DEPARTMENT</u> policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:

a. the race or ethnicity of the individual detained;

b. whether a search was conducted and, if so, whether the individual detained consented to the search; c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

d. whether the peace officer used physical force that resulted in bodily injury during the stop;

e. the location of the stop;

f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

a. the Commission on Law Enforcement; and

b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The <u>CIBOLO POLICE DEPARTMENT</u> has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: THEDRICK ANDRES Chief of Police

Date: 01/29/2025

Total stops: 2488

Street address or approximate location of th	ne stop
City street	2343
US highway	11
County road	21
State highway	48
Private property or other	65
Was race or ethnicity known prior to stop?	
Yes	24
No	2464
Race / Ethnicity	
Alaska Native / American Indian	15
Asian / Pacific Islander	81
Black	493
White	1219
Hispanic / Latino	680
Gender	
Female	1078
Alaska Native / American Indian	4
Asian / Pacific Islander	36
Black	196
White	576
Hispanic / Latino	266
Male	1410
Alaska Native / American Indian	11
Asian / Pacific Islander	45
Black	297
White	643
Hispanic / Latino	414
Reason for stop?	
Violation of law	172
Alaska Native / American Indian	4
Asian / Pacific Islander	4
Black	27
White	74

	Hispanic / Latino	63
Pree	existing knowledge	33
	Alaska Native / American Indian	0
	Asian / Pacific Islander	2
	Black	6
	White	20
	Hispanic / Latino	5
Mov	ing traffic violation	2052
	Alaska Native / American Indian	8
	Asian / Pacific Islander	72
	Black	405
	White	1030
	Hispanic / Latino	537
Veh	icle traffic violation	231
	Alaska Native / American Indian	3
	Asian / Pacific Islander	3
	Black	55
	White	95
	Hispanic / Latino	75
Was a	search conducted?	
riad a		
Yes		24
	Alaska Native / American Indian	24 1
	Alaska Native / American Indian Asian / Pacific Islander	1 0
	Alaska Native / American Indian Asian / Pacific Islander Black	1 0 6
	Alaska Native / American Indian Asian / Pacific Islander Black White	1 0 6 11
Yes	Alaska Native / American Indian Asian / Pacific Islander Black	1 0 6 11 6
	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino	1 0 6 11 6 2464
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian	1 0 6 11 6 2464 14
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander	1 0 6 11 6 2464 14 81
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander Black	1 0 6 11 6 2464 14 81 487
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander	1 0 6 11 6 2464 14 81
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander Black	1 0 6 11 6 2464 14 81 487
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander Black White	1 0 6 11 6 2464 14 81 487 1208
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino	1 0 6 11 6 2464 14 81 487 1208
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino	1 0 6 11 6 2464 14 81 487 1208 674
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino n for Search? sent	1 0 6 11 6 2464 14 81 487 1208 674 1
Yes	Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino n for Search? sent Alaska Native / American Indian	1 0 6 11 6 2464 14 81 487 1208 674 1 0

	Hispanic / Latino	0
Cont	raband	1
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	1
Prob	able	11
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	4
	White	5
	Hispanic / Latino	2
Inve	ntory	3
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	3
Incid	ent to arrest	8
	Alaska Native / American Indian	1
	Asian / Pacific Islander	0
	Black	2
	White	5
	Hispanic / Latino	0
Was Co	ontraband discovered?	
Yes		13
	Alaska Native / American Indian	1
	Asian / Pacific Islander	0
	Black	4
	White	5
	Hispanic / Latino	3
No		11
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	2
	White	6
	Hispanic / Latino	3

Did the finding result in arrest?			
(total should equal previous column)			
Yes	0	No	1
Yes	0	No	0
Yes	0	No	4
Yes	0	No	5
Yes	0	No	3

Descri	ption	of co	ntraband
	PUU		

Drugs	10
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	4
White	4
Hispanic / Latino	1
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	2
Result of the stop	
Verbal warning	26

		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	5
	White	14
	Hispanic / Latino	7
Writ	ten warning	1182
	Alaska Native / American Indian	6
	Asian / Pacific Islander	41
	Black	250
	White	604
	Hispanic / Latino	281
Citat	ion	1266
	Alaska Native / American Indian	8
	Asian / Pacific Islander	40
	Black	234
	White	597
	Hispanic / Latino	387
Writ	ten warning and arrest	7
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	1
	White	3
	Hispanic / Latino	3
Citat	ion and arrest	7
	Alaska Native / American Indian	1
	Asian / Pacific Islander	0
	Black	3
	White	1
	Hispanic / Latino	2
Arres	•	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
		0
Arrest I	pased on	
	tion of Penal Code	9
	Alaska Native / American Indian	1
	Asian / Pacific Islander	0
		0

Black	2
White	1
Hispanic / Latino	5
Violation of Traffic Law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
	Resulting in Bodily Injury To:	
	Suspect	0
	Officer	0
	Both	0
No		2488
	Alaska Native / American Indian	15
	Asian / Pacific Islander	81
	Black	493
	White	1219
	Hispanic / Latino	680

Number of complaints of racial profiling

······································	
Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0
Comparative Analysis	
Use TCOLE's auto generated analysis	X
Use Department's submitted analysis	
Optional Narrative	

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



City Council Regular Meeting Staff Report

N. 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 25, 2025, 6:30 PM	Discussion/Action Item: 14N.		
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 9am	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	City Offices Closed 17	18 Chamber State of the Cities Luncheon 11:15am	19	20 EDC Meeting 6:30pm	21	22
23	24	25 Special Council Meeting 5:30pm Council Meeting 6:30pm	26	27 Ethics Training 6:30pm Tri County Chamber Mixer 5:30pm	28	





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					