



"City of Choice"

City Council Meeting Item 120 Added

Tuesday, May 13, 2025, 6:30 PM
Council Chambers
200 S. Main St.
Cibolo, Texas 78108

Est. Duration: 3 hr

**** Revised ****

1. Call to Order

2. Roll Call and Excused Absences

2A. Excused Absence

3. Invocation

4. Pledge of Allegiance

5. Presentation of Awards/Recognitions

5A. Presentation of Certificates of Appreciation to members of the 2024-2025 Youth Council.
(Councilwoman Cunningham)

6. Proclamations

6A. Proclamation for National Police Week. (Chief Andres)

6B. Proclamation for National Public Works Week. (Mr. Gomez)

6C. Proclamation for Economic Development Week. (Mr. Vasquez)

6D. Proclamation for Mental Health Awareness Month. (Councilwoman Sanchez-Stephens/NAMI
Guadalupe County)

6E. Proclamation for Motorcycle Awareness Month. (Councilman Hicks)

6F. Proclamation for Community Action Month. (Ms. O'Neill/Ms. Flores)

7. Citizens to be Heard

This is the only time during the Council Meeting that a citizen can address the City Council. It is the opportunity for visitors and guests to address the City Council on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. City Council may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, City Council may present any factual response to items brought up by citizens. (Attorney General Opinion - JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Council as a body. Remarks may also be addressed to any individual member of the Council so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee including City staff. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. This meeting is livestreamed. If anyone would like to make comments on any matter regarding the City of Cibolo or on an agenda item and have this item read at this meeting, please email citysecretary@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.

8. Consent Agenda - Consent Items (General Items)

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

8A. Approval of the minutes of the Regular City Council Meeting held on April 22, 2025.

9. Staff Update

9A. Administration

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

— b. RFPs, RFQs, RFBs, and ITBs

— c. Strategic Partnership Grant Applications update

9B. Police Department

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

10. Ordinances

10A. Approval/Disapproval of an Ordinance granting a variance to Grampies Pizzeria located at 121 Cibolo Commons, Suite 101 to allow for the sale of beer and wine within 300 feet of a church, public school, or private school. (Ms. Cimics)

10B. Approval/Disapproval of an Ordinance by the City Council of the City of Cibolo, Guadalupe County, Texas, providing for the second amendment of the budget for the Fiscal Year 2024-2025. (Ms. Miranda)

10C. Approval/Disapproval of an Ordinance granting a Franchise Agreement between the City of Cibolo, Texas, and Waste Connections of Texas, LLC, dba Vaquero, an Exclusive Franchise Agreement for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Cibolo, Texas, prescribing the Terms, Conditions, Fees, Obligations, and Limitations to Occupy Public Property which such Franchise Shall be Exercised; providing for a 5-year term and one 5-year extension term, and authorizing the City Manager to execute the Franchise Agreement. (Mr. Reed/Ms. Miranda)

11. Resolution

11A. Approval/Disapproval of a Resolution of the City of Cibolo providing Notice and Intent to acquire property for a roadway reconstruction project on Tolle Road, authorizing such acquisition by donation, purchase, or eminent domain, determining such acquisition is for public use, authorizing entry onto real property, authorizing and directing the City Manager to work with property owners to acquire the needed property and to make a final offer to the property owners, authorizing payment of the costs of such purchase or eminent domain proceedings and all associated costs in connection with the acquisition of real property. (Mr. Reed)

12. Discussion/Action

12A. Discussion/Action regarding CCMA Southern WWTP Expansion to 3 MGD. (Mr. Reed/Mr. Ellis)

12B. Discussion/Action on combining Downtown Market Days & Cibolo Summer Nights (Mr. Howard)

12C. Discussion on Streets DCM Update (Mr. Otto)

12D. Discussion/Action on an All Way Stop on Main Street at Santa Clara. (Councilman Hicks)

12E. Discussion/Action on the subcommittees and subcommittee appointments. (Councilwoman Cunningham)

12F. Discussion/Action regarding the interpretation of the City Charter. (Councilman Hicks)

12G. Discussion/Action on City Council's employees' evaluations timeline ahead of budget season. (Councilwoman Sanchez-Stephens)

12H. Discussion/Action on payment of public noticeboard in front of City Hall. (Councilwoman Sanchez-Stephens)

12I. Discussion/Action regarding the four (4) marquee signs and alternative types of signage and cost. (Councilwoman D. Roberts)

12J. Discussion on Council Directive Policy 2024-01 and 2020-01. (Councilman Hicks)

12K. Discussion on Council meeting staff and vendor presentations. (Councilman Hicks)

12L. Discussion from Councilmembers that have attended seminars, events, or meetings. (Council)

12M. Discussion on items the City Council would like to see on future agendas. (Council)

12N. Discussion/Action 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)

12O. Discussion/Action and authorization for the City Manager to execute a Non-Exclusive License Agreement Granting YM Cibolo, LLC, a License to Construct a Subdivision Monument sign for the Bella Rosa Subdivision, Unit III, in the City Right-of-Way. (Mr. Vasquez)

13. Executive Session

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

13A. Petition for consent to the creation of, and inclusion of land within a Municipal Utility District. (Mr. Reed)

13B. Water well and irrigation Agreement on conservations easement with the landowners preserving the historic rights to the field and use of the well. (Mr. Reed)

14. Open Session

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

14A. Executive Session Action

15. Adjournment

15A. Adjourn Meeting

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

Peggy Cimics, TRMC

City Secretary

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

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

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the____day of____2025.

Name and Title

Peggy Lewis

Date Posted: May 9, 2025



City Council Regular Meeting Staff Report

A. Proclamation for National Police Week. (Chief Andres)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Proclamations Item: 6A.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[National Police Week Proclamation 2025.pdf](#)



Proclamation declaring May 11-17, 2025, as Police Week

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cibolo Police Department; and

WHEREAS, since the first recorded death in 1786, more than 24,400 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 147 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial, including 19 Texas Peace Officers; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Annual Candlelight Vigil on the evening of May 13, 2025; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 11-17; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff; and

NOW THEREFORE, BE IT RESOLVED, THAT I, MARK ALLEN, MAYOR OF CIBOLO, TEXAS, on behalf of the City Council, staff, and of the citizens of the City of Cibolo, do hereby proclaim May 11-17, 2025, as Police Week in Cibolo, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

"NATIONAL POLICE WEEK – MAY 11 – 17, 2025"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cibolo, Texas to be affixed this 13th of May 2025.

**Mark Allen, Mayor
City of Cibolo**



City Council Regular Meeting Staff Report

B. Proclamation for National Public Works Week. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Proclamations Item: 6B.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

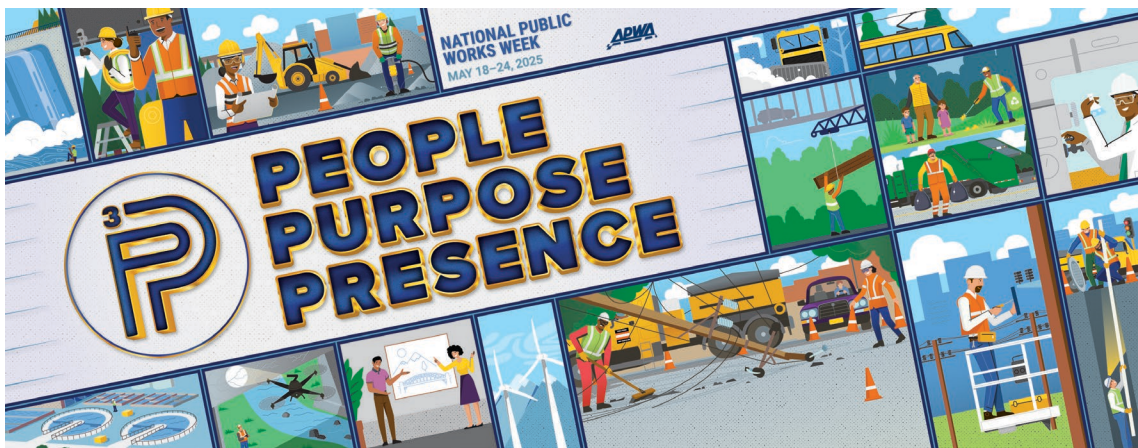
N/A

MOTION(S):

N/A

Attachments

[2025 Public Works Week Proclamation.pdf](#)



National Public Works Week Proclamation

May 18–24, 2025

“People, Purpose, Presence”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Cibolo, Texas; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Cibolo, Texas to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and

NOW, THEREFORE BE IT RESOLVED, I, MARK ALLEN, MAYOR OF CIBOLO, TEXAS, on behalf of the Cibolo City Council, staff, and all citizens, do hereby designate the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cibolo to be affixed at Cibolo, Texas this 13th day of May 2025.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

C. Proclamation for Economic Development Week. (Mr. Vasquez)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Proclamations Item: 6C.
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

[2025 Economic Development Week Proclamation.pdf](#)



PROCLAMATION

ECONOMIC DEVELOPMENT WEEK

May 12 - May 16, 2025

Whereas, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers, and

Whereas, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional, and

Whereas, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base, and

Whereas, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy, and

Whereas, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions, and

Whereas, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions, and

Whereas, economic developers work in the City of Cibolo within the State of Texas.

NOW, THEREFORE BE IT RESOLVED, THAT I, MARK ALLEN, MAYOR OF CIBOLO, TEXAS, on behalf of the Cibolo City Council, staff, and all citizens, recognize the week of May 12 through May 16, 2025, as Economic Development Week, and remind individuals of the importance of economic development which supports expanding career opportunities and making lives better.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of the City of Cibolo to be affixed on this 13th day of May 2025.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

D. Proclamation for Mental Health Awareness Month. (Councilwoman Sanchez-Stephens/NAMI Guadalupe County)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Proclamations Item: 6D.
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

[Mental Health Awareness Month May 2025.pdf](#)



PROCLAMATION

Designating May 2025 as Mental Health Awareness Month

WHEREAS, mental health is essential to everyone's overall health and wellbeing, and addressing the mental health needs in Cibolo of children, youth, adults, seniors, and families is fundamental to having a healthy community; and

WHEREAS, all people experience times of difficulty and stress in their lives and, with the prevalence of mental health conditions in our nation, it is important for all members of the community to know that specific tools exist which can be used to better handle challenges and protect one's health and wellbeing; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions and, with early and effective treatment, individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, it is appropriate to recognize the importance of improving the mental health of all our residents, and Cibolo is committed to raising awareness about mental illness; promoting effective community partnerships and collaborations to serve the mental health needs of our community; and increasing access to culturally and linguistically appropriate mental health services; and

NOW, THEREFORE I, MARK ALLEN, MAYOR OF THE CITY OF CIBOLO, TEXAS on behalf of the City Council, staff, and all citizens do hereby proclaim the month of May, 2025 in Cibolo as **Mental Health Awareness Month** and encourage all citizens, businesses, organizations, and agencies to work collaboratively to reduce the stigma of mental illness and to increase the mental health of our community..

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of The City of Cibolo to be affixed at Cibolo on this the 13th day of May 2025.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

E. Proclamation for Motorcycle Awareness Month. (Councilman Hicks)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Proclamations Item: 6E.
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

[Motorcycle Safety and Awareness Month May 2025.pdf](#)



PROCLAMATION

Designating May 2025 as Motorcycle Safety and Awareness Month

WHEREAS, today's society finds more citizens involved in motorcycling on the roads of our country, both for affordable transportation and recreation; and

WHEREAS, motorcyclists are less protected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike regarding motorcycle safety issues to reduce motorcycle-related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, regarding them with the same respect as any other motorist or vehicle traveling the highways of this country, and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, all citizens of our community need to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.

NOW, THEREFORE I, MARK ALLEN, MAYOR OF CIBOLO, TEXAS, on behalf of the Cibolo City Council, staff, and all citizens, do hereby proclaim the month of May 2025 as **Motorcycle Safety and Awareness Month** in Cibolo, Texas, and urge all residents to do their part to increase safety and awareness in our community.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of The City of Cibolo to be affixed at Cibolo on this the 13th day of May 2025.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

F. Proclamation for Community Action Month. (Ms. O'Neill/Ms. Flores)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Proclamations Item: 6F.
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

[2025 Proclamation Community Action.pdf](#)

Proclamation



WHEREAS, The Community Council of South-Central Texas, Inc. was established as a Community Action agency on May 11, 1965; and

WHEREAS, the service area encompasses the Greater South Central and West Texas Counties of Atascosa, Bandera, Bee, Brewster, Comal, Crane, Culberson, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Hudspeth, Jeff Davis, Karnes, Kendall, Kerr, Kinney, La Salle, Live Oak, Maverick, McMullen, Medina, Pecos, Presidio, Real, Terrell, Uvalde, Val Verde, Wilson, Zavala; and

WHEREAS, The Community Council of South-Central Texas is celebrating 60 years of innovation, impact, and providing proven results for Texans in Greater South Central and West Texas; and

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force connecting people to life changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action strategies and innovative solutions evolve as the needs of individuals, families, and communities in cities, suburbs, and rural areas change; and

WHEREAS, Community Action is experienced in advancing opportunities by coordinating federal, state, local, and private resources to achieve results for people and communities; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard.

NOW, THEREFORE, I, Mayor Mark Allen of Cibolo, TX, do hereby proclaim May 2025 as Community Action Month in recognition of the hard work and dedication of all Community Action Agencies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of Cibolo, TX, on this 13th day of May, 2025.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

A. Approval of the minutes of the Regular City Council Meeting held on April 22, 2025.

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8A.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[042225 Council Minutes.pdf](#)



CIBOLO CITY COUNCIL
CIBOLO MUNICIPAL BUILDING
200 S. Main
Cibolo, Texas 78108
April 22, 2025
6:30 p.m. to 10:30 p.m.

Minutes

1. Call to Order – Meeting was called to order by Mayor Allen at 6:31 p.m.
2. Roll Call and Excused Absences – Members Present: Mayor Allen, Councilman McGlothin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilwoman D. Roberts, and Councilman Hicks.
3. Invocation – Councilman Hicks gave the Invocation.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Presentation of Awards
 - A. Presentation of the designation of Certified Municipal Official to Councilman Hicks and Councilwoman Sanchez-Stephens.

Mayor Allen presented Councilman Hicks and Councilwoman Sanchez-Stephens a framed Certificate as a Certified Municipal Official for FY2024.

6. Citizens to be Heard

This is the only time during the Council Meeting that a citizen can address the City Council. It is an opportunity for visitors and guests to address the City Council on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. The City Council may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the City Council may present any factual response to items brought up by citizens. (Attorney General Opinion – JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Council as a body. Remarks may also be addressed to any individual member of the Council so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee including City Staff. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. **This meeting is livestreamed. If anyone would like to make comments on any matter regarding the City of Cibolo or on an agenda item and have this item read at this meeting, please email citysecretary@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.**

The following individuals spoke during this item. Ms. Jones and her daughter Ashleigh spoke about Miss Cibolo Pageant. Ms. Jones stated that her daughter was bullied in school and called

many derogatory names. She was very shy and had very little self confidence in herself. After getting involved with Miss Cibolo Pageant my daughter has gained so much confidence in herself and is no longer that shy little girl. Miss Jones also stated that she would never have been able to get up in front of council tonight but with her experience as a representative for Miss Cibolo Pageant she has learned so much and it has given her more confidence in herself. Mr. Smith spoke in favor of the variance for Grampie's Pizzeria. Mr. Smith stated that he had worked for Mr. Graft in the past and that he was a great guy to work for and he gives back to his community. Ms. Titterington spoke about the Chamber Golf Tournament coming up in April. She also spoke on the Chamber luncheon for May 20th and TxDOT will be the speaker at this luncheon. Ms. Iuffredo stated that she was with the Chamber Leadership Corp. and was attending a council meeting as part of that group. Mr. Weatherby introduced himself as a representative from GrantWorks. He stated that GrantWorks is a national company that helps local government to find grants for their community. Councilman Hicks read an email sent to him from Mr. Benson. Mr. Benson stated that at a recent P&Z meeting the issue was raised about reintroducing Planned Unit Developments (PUDs) into the Unified Development Code (UDC). He urged council not to go forward with this. He also stated that he fully supports accountability with the mayor and council office. Mr. Benson states transparency is essential to maintaining public trust, and he believes a thorough and honest investigation is the best path forward. The city secretary's office read six emails sent in by citizens. Mr. Speed wrote to express his growing concern regarding the safety issues on Rattlesnake Way in Cibolo Valley Ranch. He states that this stretch of road lacks stop signs or speed bumps, which leads to vehicles speeding often exceeding 50 mph in a 25-mph zone. Mr. Speed said that a fast-moving vehicle today struck a dog then fled the scene. This could have been a child instead of a dog. Mr. Speed said something needs to be done before a tragedy occurs. He urges council to do something for community safety. Mr. Morfit is a resident of Saddle Creek Ranch living on Cowboy Knoll. He had some issues that should be addressed prior to the additional planned expansion. The new phase doesn't have an alternative way out of Coy Lane to FM 1103. He states a traffic light would be prudent at the intersection of Coy Lane and FM 1103. Other issues: unkept vacant lots, overgrown with weeds and debris, broken and missing sidewalks in the new section, lack of green space, and no money put into new amenities in new section. Mr. Schwartz wrote in to support Grampies Pizza to allow them to serve beer and wine. He also stated that this would also help keep them in business and in Cibolo. Ms. Downey wrote in on her concerns over the expansion of Saddle Creek Ranch. She stated that the original developers failed to do the things that they promised. They have failed to protect the interests of the homeowners or the integrity of the community. Ms. Downey said that they continue to build more houses but make no effort to maintain the empty lots they already own. They have made no effort to add amenities despite adding more homes. Saddle Creek Ranch community are using entrances off Coy Lane and citizens are concerned about the lack of an alternate exit. Ms. Thomas wrote in opposition of the variance to allow Grampies Pizzeria to sell alcoholic beverages within 300 feet of a public school. She stated that this may lead to a higher likelihood of alcohol-related incidents, and reduced peace of mind for parents and school staff concerned about student safety. Ms. Thomas also noted that the owners of Grampies Pizzeria knew the existing restrictions when they chose to occupy that location. She urged council to uphold the current ordinance and deny the request. Mr. Kloo wrote in support of Grampies to operate with an alcohol license. He felt that there are many nearby restaurants along FM 1103 and FM 78 that have licenses and that Grampies deserved to be competitive.

7. Consent Agenda – Consent Items (General Items)

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

- A. Approval of the minutes of the Regular Council Meeting held on March 11, 2025.
- B. Approval of the minutes of the Regular Council Meeting held on March 25, 2025.
- C. Approval of the minutes of the Strategic Management Workshop held on April 5, 2025.
- D. Approval of the minutes of the Special City Council Meeting held on April 8, 2025
- E. Approval of the minutes of the Regular City Council Meeting held on April 8, 2025.
- F. Approval of the February 2025 Revenue & Expense Report pending final acceptance of the City's financial audit for the 24/25 fiscal year.
- G. Approval of the February 2025 Check Register.
- H. Approval for the purchase of computer equipment and peripheral devices from GTS Technology Solutions through the Texas Department of Information Resources contract # DIR-CPO-4839, DIR-CPO-5096, DIR-CPO-5225, and DIR-CPO-4751 in an estimated amount of Seventy-Six Thousand Seven Hundred Ninety-Two Dollars and Zero Cents (\$76,792.00).
- I. Approval of the Final Plat of Saddle Creek Ranch Unit 9B.

Councilman Hicks made the motion to approve 7 A, B, C, E, F, G, and H. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0. Councilman McGlothlin made the motion to approve 7D with the correction of a misspelled word. The motion was seconded by Councilwoman Cunningham. For: Councilman McGlothlin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman D. Roberts, and Councilman Hicks; Against: Councilwoman Sanchez-Stephens. The motion carried 6 to 1.

Council did get an update from city staff on item 7I. There was no motion made for this item.

8. Staff Update

A. Administration.

a. Capital Improvement Program – Updates on Projects

Lower Seguin Road

Dean Road and Bolton Road

Green Valley Road – Low Water Crossing Improvement -100% Project Completed

Animal Services Facility – 100% Project Completed

Public Safety Facility

Haeckerville Road and Town Creek Drainage – 90% Project Completed. Final punch list has been issued to Contractor.

FY25 Street Rehabilitation Package 1 – Finalizing Plans & Contract (Town Creek Road, Firebird Run, and Silver Wing). Advertising by the end of April 2025. Under Construction sometime in July 2025.

FY25 Street Rehabilitation Package 2

Town Creek Trail – No new update 0 In Design

Tolle Road – No new update – In Design

FM 1103 Phase 1 and Phase II

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

The RFB was released on April 11th. Two companies attended a pre-bid meeting.

Legal Services Schedule: Release of RFP- April 11, 2025, Newspaper Dates – April 13 & 20th, Deadline for Questions/Inquiries – 11am April 21st, Closing Date – 2pm May 16th, City Review of Proposals – May 2025, Finalist Interviews – May/June 2025, Earliest Award by City – June 24, 2025.

c. Shred Day – City Secretary thanked the Councilmembers that came out to help, the City Manager, and the Court/CSO staff. This was the busiest Shred Day Cibolo has ever had. There were over 22,000 pounds of paper that were shred. The trucks were full by 10:30am and the two shred trucks left by 11am. There was a line that started at 6:30am and it never stopped until we had to shut it down early. Most citizens understood the early closing and made suggestions like another truck or an additional shred day. This was just another very successful event for the City of Cibolo.

B. Police Department – Update in the packet.

C. Fire Department – Update in the packet

9. Ordinances

A. Approval/Disapproval of an Ordinance granting a variance to Grampies Pizzeria located at 121 Cibolo Commons, Suite 101 to allow for the sale of beer and wine within 300 feet of a church, public school, or private school.

This item was tabled at the request of the applicant and will be back on the May 13th agenda.

10. Resolution

A. Approval/Disapproval of a Resolution of the City of Cibolo, Texas, appointing Ted Gibbs to Canyon Regional Water Authority (CRWA) Board of Trustees for a two-year term of office.

Councilman Hicks made the motion to approve the Resolution of the City of Cibolo, Texas, appointing Ted Gibbs to Canyon Regional Water Authority (CRWA) Board of Trustees for a two-year term of office. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

B. Approval/Disapproval of a Resolution of the City of Cibolo, Texas, appointing Councilwoman Donetta Roberts to Canyon Regional Water Authority (CRWA) Board of Trustees for a two-year term of office.

Councilman Hicks made the motion to approve the Resolution of the City of Cibolo, Texas, appointing Councilwoman Donetta Roberts to Canyon Regional Water Authority (CRWA) Board of Trustees for a two-year term of office. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

C. Approval/Disapproval of a Resolution of the City of Cibolo, Texas, appointing Jacob Parsons to Canyon Regional Water Authority (CRWA) Board of Managers for a one-year term of office.

Councilwoman D. Roberts made the motion to approve the Resolution of the City of Cibolo, Texas, appointing Jacob Parsons to Canyon Regional Water Authority (CRWA) Board of Managers for a one-year term of office. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

11. Executive Session

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

- A. Project Rushmore Mountain.
- B. Project Theo.
- C. Tolle Road Acquisition.
- D. City Attorney's appointment, employment, evaluation, and duties of the City Attorney, and/or address an RFP for legal services.
- E. Legal Advice on the settlement of EEOC Charge No. 451-2025-00454.

The Mayor and Council convened into Executive Session to discuss the above items at 7:41 p.m.

12. Open Session

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

The Mayor and Council reconvened into Open Session at 8:39 p.m.

Councilman R. Roberts made the motion to release the City Council's scoring of proposals and interviews for City Attorney Services in response to the cities RFP 24-140-01. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

13. Discussion/Action

- A. Discussion/Action authorizing the City Manager to execute a Purchase Order from Silsbee Ford for a new Ford F450 in the amount of One Hundred Forty-Seven Thousand, Nine Hundred Fifteen Dollars and Fifty Cents (\$147,915.50).

Councilman Hicks made the motion to authorize the City Manager to execute a Purchase Order from Silsbee Ford for a new Ford F450 in the amount of One Hundred Forty-Seven Thousand, Nine Hundred Fifteen Dollars and Fifty Cents (\$147,915.50). The motion was seconded by Councilman R. Roberts. For: All; Against: None. The motion carried 7 to 0.

- B. Discussion/Action authorizing the City Manager to execute a Purchase Order from Silsbee Ford for a new Ford F450 Super Cab in the amount of One Hundred Six Thousand, Eight Hundred Sixty-Eight Dollars (\$106,868.00).

Councilman Hicks made the motion to authorize the City Manager to execute a Purchase Order from Silsbee Ford for a new Ford F450 Super Cab in the amount of One Hundred Six Thousand, Eight Hundred Sixty-Eight Dollars (\$106,868.00). The motion was seconded by Councilwoman D. Roberts. For: All; Against: None. The motion carried 7 to 0.

C. Discussion/Action/regarding the Final Plat of Venado Crossing Unit 6.

Councilman Hicks made the motion to deny the Final Plat of Venado Crossing Unit 6 due to outstanding comments. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 7 to 0.

D. Discussion/Action regarding the Preliminary Plat of Grace Valley Ranch Phase 4A.

Councilman Hicks made the motion to postpone this item per the letter received by staff and to bring this item back when they are ready. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

E. Discussion/Action regarding the Preliminary Acceptance of Public Infrastructure for Steele Creek Unit 6.

Councilwoman Cunningham made the motion to approve the Preliminary Acceptance of Public Infrastructure for Steele Creek Unit 6. The motion was seconded by Councilman Mahoney. For: Councilman McGlothin, Councilman R. Roberts, Councilman Mahoney and Councilwoman Cunningham; Against: Councilwoman Sanchez-Stephens, Councilwoman D. Roberts, and Councilman Hicks. The motion carried 4 to 3.

F. Discussion/Action on exploring potential partnerships for Spring and Fall Clean-up Events.

This item was placed on the agenda by Councilwoman Cunningham to see if the city could partner with an organization that would be interested in collecting used and good items during the fall pickup day. It was noted that with the new contract the Spring and Fall pickup would not be the same. No action was taken. The direction was to work with local non-profit groups that would be interested in accepting secondhand furniture and fixtures that might have a second life.

G. Discussion/Action on the Denton Navarro Rodriguez Bernal Santee & Zech, P.C. Engagement Letter for Interim City Attorney Services and authorize the City Manager to execute this Engagement Letter for expenses exceeding \$50,000.

Councilman Hicks made the motion to approve the Denton Navarro Rodriguez Bernal Santee & Zech, P.C. Engagement Letter for Interim City Attorney Services and authorize the City Manager to execute this Engagement Letter for expenses exceeding \$50,000. The motion was seconded by Councilman McGlothin. For: All; Against: None. The motion carried 7 to 0.

H. Discussion/Action to honor leases for the Noble Group Event Center.

No action was taken. A policy will be brought back to council at a later date on the Noble Group Event Center along with a rate schedule.

I. Discussion/Action to call for a public hearing to determine any express violations to the City Charter.

This was placed on the agenda by Councilwoman Sanchez-Stephens. Mayor Allen read the item and stated that this item was to take a vote of the City Council to see if there was a need to have a public hearing on a violation of the City Charter. The Mayor then called for a vote.

Councilwoman Sanchez-Stephens made the motion to initiate a Forfeiture Hearing to discuss any potential violations of the City Charter and overreach of authority not granted by the rules and regulations of the City Charter to Mayor Mark Allen to determine the appropriate action as described by section 3.04, 3.05 and 14.04 of the City of Cibolo City Charter for a forfeiture hearing. Before a second was given Mayor Allen mentioned that Councilwoman Cunningham placed a request for legal consultation on this item. Councilwoman Sanchez-Stephens before going into executive session stated that this was her item, and she wanted to discuss this item in open session to inform the public why a public hearing was being requested. Mayor Allen continued to inform Councilwoman Sanchez-Stephens that this was not the time for discussion. Councilwoman Sanchez-Stephens again informed Mayor Allen that she had the right to speak and asked the City Attorney for an opinion. The City Attorney Mr. Wendland stated that it was a discussion action item and Councilwoman Sanchez-Stephens did have the right to discuss but not hold a public hearing. Mayor Allen several times stated that Councilwoman Sanchez-Stephens did not have the right to continue. Councilwoman Sanchez-Stephens did proceed and was able to finish reading her statement and inform the public of the process and the allegations against Mayor Allen and concerns of possible charter violations pertaining to the conduct and actions of Mayor Allen included the following: 1. Improper Voting Practices 2. Improperly conducting city business while not closing executive session 3. Disregarding Council Directives 4. Powers and Duties of Mayor 5. Misrepresentation of Information and 6. Unauthorized Delegation of Duties. Mayor Allen stated that at this time the City Council will convene into Executive Session at 9:30 p.m. as Authorized by the Texas Gov't Code Section 551.071, Consultation with Attorney to discuss item 13I. Council reconvened into regular session at 10:01 p.m. Councilwoman Sanchez-Stephens previous made the motion to initiate a Forfeiture Hearing to discuss any potential violations of the City Charter and overreach of authority not granted by the rules and regulations of the City Charter to Mayor Mark Allen to determine the appropriate action as described by section 3.04, 3.05 and 14.04 of the City of Cibolo City Charter. Council had asked to have this motion repeated and Councilwoman Sanchez-Stephens did that. The motion was seconded by Councilman Hicks. For: Councilwoman Sanchez-Stephens and Councilman Hicks; Against: Councilman McGlothlin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, and Councilwoman D. Roberts. The motion failed 2 to 5.

J. Discussion/Action on the Personnel Policy Section 1.1.12 Telework.

This item was discussed, and all council members were able to give their opinion of the Personnel Policy Section 1.1.12 Telework. Mayor Allen asked Councilman Hicks if he wanted to make a motion. No action was taken on this item.

K. Discussion on the local CBD shops that sell THC/vape canisters and hemp products with a higher percentage of THC than is allowed by State Law.

Councilman Hicks stated that he brought this up because an officer approached him as well as a few citizens on local CBD shops that sell products with a higher percentage of THC than is allowed by State Law. Councilman Hicks said that an individual that contacted him stated that he had tested the hemp product, and it was at 36% which way over the 3% allowed by State Law. Looking at the blotter Councilman Hicks stated that you see a number of cases at Steele for hemp products. Chief Andres stated that he had done some research and there had been no complaints from any Cibolo Smoke Shops on hemp products above the 3% allowed by State Law. He also said that he had contacted the Guadalupe County Narcotics Task Force, and they had no complaints. The Guadalupe County Prosecutor had no cases in Cibolo. Chief Andres stated that he would look at who would be responsible for licensing requirements for hemp product above the 3%, if it be TABC or another agency.

- L. Discussion/Action regarding the interpretation of the City Charter as it relates to the Mayor's authority to vote. (Councilman Hicks) "Item withdrawn by the Mayor pursuant City Council Policy Directive No. 2020-1; Rule 5 as unnecessarily duplicative"

This item was not discussed due to the ending time on the agenda.

- M. Discussion on responding to an allegation concerning council during public comment on March 25, 2025, Council Meeting.

Councilman R. Roberts stated that this item is a response to a letter sent to Councilman Hicks by TG Benson and read into the record accusing him and Mayor Allen of compromising the voting process and manipulating the rankings, giving us the disastrous legal representation we just endured. This was totally untrue. The record is available and anyone can receive it. The Mayor gave Hyde-Kelley the lowest score and I gave them the second lowest. Both the Mayor and I gave Frank Garza the highest score. Councilman R. Roberts was disappointed that someone would undermine his credibility. He stated that the process was done right and everything was right.

- N. Discussion/Action on the end time of Council meetings.

Councilman Hicks made the motion to do away with the ending time of Council meetings. The motion was seconded by Councilwoman Sanchez-Stephens. For: Councilman Hicks, Councilwoman D. Roberts, Councilwoman Sanchez-Stephens, Councilwoman Cunningham, Councilman Mahoney, and Councilman McGlothlin; Against: Councilman R. Roberts. The motion carried 6 to 1.

- O. Discussion on Council meeting staff and vendor presentations.

This item was not discussed due to the ending time on the agenda.

- P. Discussion on an All Way Stop on Main St. at Santa Clara.

This item was not discussed due to the ending time on the agenda.

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

This item was not discussed due to the ending time on the agenda.

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

This item was not discussed due to the ending time on the agenda.

- S. Discussion/Action 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.

This item was not discussed due to the ending time on the agenda.

14. Adjournment

Mayor Allen called for a motion to adjourn the meeting. Before anyone made a motion Councilwoman Sanchez-Stephens called out "Point of Order", stating we just approved to have no ending time. Mayor Allen stated that it did not apply to this meeting. Councilman R. Roberts made the motion to adjourn the meeting at 10:31 p.m. The motion was seconded by Councilwoman D. Roberts. For: Councilman McGlothlin, Councilman R. Roberts, Councilman Mahoney, Councilwoman Cunningham, and Councilwoman D. Roberts; Against: Councilwoman Sanchez-Stephens and Councilman Hicks. The motion carried 5 to 2.

PASSED AND APPROVED THIS 13TH DAY OF MAY 2025.

Mark Allen
Mayor

ATTEST

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

B. Police Department

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Staff Update Item: 9B.
From	
Leigh Ann Rogers, Executive Assistant to the Chief of Police	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[CPD Report Call Summary Apr 1-15, 2025.pdf](#)

[CPD Report Call Summary Apr 16-30, 2025.pdf](#)

[4.2025.pdf.pdf](#)

Cibolo Police Department

Report Call Summary

April 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	25-00618	Friday, April 4, 2025	100	CRIMSON TREE
ACCIDENT, HIT & RUN	25-00667	Saturday, April 12, 2025	100	CRIMSON TREE
ACCIDENT, HIT & RUN	25-00630	Saturday, April 5, 2025	200	LONGHORN WAY
ACCIDENT, HIT & RUN	25-00661	Thursday, April 10, 2025	300	SPRINGTREE CIRCLE
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4 ACCIDENT, HIT & RUN				
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ANIMAL BITE/SCRATCH				
ANIMAL BITE/SCRATCH	25-00607	Wednesday, April 2, 2025	200	ARMADILLO WAY
ANIMAL BITE/SCRATCH	25-00677	Friday, April 11, 2025	400	EAGLE FLIGHT
ANIMAL BITE/SCRATCH	25-00689	Tuesday, April 15, 2025	100	LANDMARK PARK
ANIMAL BITE/SCRATCH	25-00627	Wednesday, April 2, 2025	500	TIRESTE
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4 ANIMAL BITE/SCRATCH				
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ASSAULT				
ASSAULT	25-00682	Tuesday, April 15, 2025	400	PEARL CHASE
ASSAULT	25-00629	Saturday, April 5, 2025	100	STEER LANE
ASSAULT	25-00648	Tuesday, April 8, 2025	500	THISTLE CREEK DRIVE
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3 ASSAULT				
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ASSAULT, AGGRAVATED				
ASSAULT, AGGRAVATED	25-00672	Saturday, April 12, 2025	200	NORWOOD
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1 ASSAULT, AGGRAVATED				
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ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	25-00653	Wednesday, April 9, 2025	300	BORGFELD ROAD WEST
ASSAULT, BODILY INJURY	25-00670	Saturday, April 12, 2025	400	CATTLE RUN
ASSAULT, BODILY INJURY	25-00685	Tuesday, April 15, 2025	600	FM 78 WEST
ASSAULT, BODILY INJURY	25-00612	Wednesday, April 2, 2025	300	LONGHORN WAY
ASSAULT, BODILY INJURY	25-00646	Monday, April 7, 2025	100	NIEMIETZ COVE
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5 ASSAULT, BODILY INJURY				
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ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	25-00674	Sunday, April 13, 2025	400	CIBOLO VALLEY DRIVE
ASSIST, OUTSIDE AGENCY	25-00673	Saturday, April 12, 2025	10000	FM 78
ASSIST, OUTSIDE AGENCY	25-00640	Sunday, April 6, 2025	100	FM 78
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3 ASSIST, OUTSIDE AGENCY				
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BURGLARY, BUILDING				
BURGLARY, BUILDING	25-00683	Tuesday, April 15, 2025	24	FM 1103

Cibolo Police Department
Report Call Summary
April 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
	1	BURGLARY, BUILDING		
<u>CHILD PROTECTIVE SERVICES REFERRAL</u>				
CHILD PROTECTIVE SERVICES REFERRAL 25-00047		Monday, April 7, 2025	1300	FM 1103
	1	CHILD PROTECTIVE SERVICES REFERRAL		
<u>CITY CODE VIO (ANIMAL , BARKING)</u>				
CITY CODE VIO (ANIMAL , BARKING) 25-000617		Friday, April 4, 2025	400	BISON LANE
	1	CITY CODE VIO (ANIMAL , BARKING)		
<u>CITY CODE VIO (ANIMAL @ LARGE)</u>				
CITY CODE VIO (ANIMAL @ LARGE) 25-000626		Saturday, April 5, 2025	300	SUNROSE LN
	1	CITY CODE VIO (ANIMAL @ LARGE)		
<u>CIVIL INFORMATION</u>				
CIVIL INFORMATION 25-000636		Sunday, April 6, 2025	100	CREEK RUN
CIVIL INFORMATION 25-000623		Friday, April 4, 2025	200	JACQUELINE
CIVIL INFORMATION 25-000654		Wednesday, April 9, 2025	300	W BORGFELD ROAD
CIVIL INFORMATION 25-000686		Tuesday, April 15, 2025	600	WILDCAT RUN
	4	CIVIL INFORMATION		
<u>CRIMINAL MISCHIEF</u>				
CRIMINAL MISCHIEF 25-000639		Sunday, April 6, 2025	200	BROAD OAK DR
CRIMINAL MISCHIEF 25-000632		Sunday, April 6, 2025	200	BROAD OAK DR
CRIMINAL MISCHIEF 25-000643		Monday, April 7, 2025	1300	FM 1103
CRIMINAL MISCHIEF 25-000658		Thursday, April 10, 2025	600	FM 78
CRIMINAL MISCHIEF 25-000656		Thursday, April 10, 2025	100	HANA LANE
CRIMINAL MISCHIEF 25-000608		Wednesday, April 2, 2025	100	SPRINGTREE COVE
CRIMINAL MISCHIEF 25-000666		Friday, April 11, 2025	500	THISTLE CREEK DRIVE
CRIMINAL MISCHIEF 25-000642		Monday, April 7, 2025	200	TUMBLEWEED RUN
	8	CRIMINAL MISCHIEF		
<u>CRIMINAL TRESPASS (WARNING)</u>				
CRIMINAL TRESPASS (WARNING) 25-000614		Thursday, April 3, 2025	200	ELAINE S SCHLATHER
	1	CRIMINAL TRESPASS (WARNING)		
<u>DEATH INVESTIGATION</u>				
DEATH INVESTIGATION 25-000624		Sunday, April 6, 2025	200	MOUNTAIN HOME
	1	DEATH INVESTIGATION		

Cibolo Police Department

Report Call Summary

April 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
<u>DISTURBANCE, FAMILY</u>				
DISTURBANCE, FAMILY	25-00662	Thursday, April 10, 2025	200	BROAD OAK DR
DISTURBANCE, FAMILY	25-00610	Wednesday, April 2, 2025	300	COUNTRY MILL
DISTURBANCE, FAMILY	25-00644	Monday, April 7, 2025	100	ROSEWOOD COVE
DISTURBANCE, FAMILY	25-00655	Wednesday, April 9, 2025	300	WAGON WHEEL WAY
DISTURBANCE, FAMILY	25-00665	Friday, April 11, 2025	100	WILLOW
<hr/>				
5 DISTURBANCE, FAMILY				
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<u>DRIVE WHILE LIC INVALID</u>				
DRIVE WHILE LIC INVALID	25-00616	Thursday, April 3, 2025	2100	FM 1103
DRIVE WHILE LIC INVALID	25-00645	Monday, April 7, 2025	200	WEST BORGFELD ROAD
<hr/>				
2 DRIVE WHILE LIC INVALID				
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<u>DRUG VIOLATION</u>				
DRUG VIOLATION	25-00679	Monday, April 14, 2025	200	CIBOLO VALLEY DRIVE
DRUG VIOLATION	25-00668	Saturday, April 12, 2025	1400	FM 1103
DRUG VIOLATION	25-00622	Friday, April 4, 2025	11600	IH-10 WEST ACCESS ROAD
DRUG VIOLATION	25-00681	Tuesday, April 15, 2025	100	WEIDNER ROAD
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4 DRUG VIOLATION				
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<u>EMERGENCY DETENTION</u>				
EMERGENCY DETENTION	25-00641	Monday, April 7, 2025	200	ELAINE SCHLATHER PARKWAY
EMERGENCY DETENTION	25-00649	Tuesday, April 8, 2025	600	PERUGIA
EMERGENCY DETENTION	25-00606	Tuesday, April 1, 2025	400	STONEBROOK DRIVE
EMERGENCY DETENTION	25-00634	Sunday, April 6, 2025	1800	WIEDNER RD
EMERGENCY DETENTION	25-00619	Friday, April 4, 2025	300	WILLOW VW
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5 EMERGENCY DETENTION				
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<u>FORGERY</u>				
FORGERY	25-00671	Saturday, April 12, 2025	600	CIBOLO VALLEY DRIVE
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1 FORGERY				
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<u>FRAUD</u>				
FRAUD	25-00675	Monday, April 14, 2025	400	FOXTAIL VALLEY
FRAUD	25-00638	Sunday, April 6, 2025	100	VERBENA GAP
<hr/>				
2 FRAUD				
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<u>HARASSMENT, VERBAL</u>				
HARASSMENT, VERBAL	25-00621	Friday, April 4, 2025	200	ELAINE S SCHLATHER

Cibolo Police Department
Report Call Summary
April 1-15, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
	1 HARASSMENT, VERBAL			
HOSPICE				
HOSPICE	25-00611	Wednesday, April 2, 2025	400	DEAN
HOSPICE	25-00663	Friday, April 11, 2025	800	EVERYDAY WAY
HOSPICE	25-00620	Friday, April 4, 2025	2300	FM 3009
	3 HOSPICE			
IMPOUND, OTHER				
IMPOUND, OTHER	25-00615	Thursday, April 3, 2025	700	FM 1103
	1 IMPOUND, OTHER			
INTOXICATED, DRIVING WHILE				
INTOXICATED, DRIVING WHILE	25-00603	Tuesday, April 1, 2025	100	WIEDNER RD
	1 INTOXICATED, DRIVING WHILE			
INVESTIGATION				
INVESTIGATION	25-00604	Tuesday, April 1, 2025	200	ELAINE S SCHLATHER
	1 INVESTIGATION			
KIDNAPPING				
KIDNAPPING	25-00690	Tuesday, April 15, 2025	100	SPRINGTREE PARKWAY
	1 KIDNAPPING			
MINOR IN POSSESSION OF TOBACCO PRODUCTS				
MINOR IN POSSESSION OF TOBACCO PRODUCTS	25-00662	Wednesday, April 9, 2025	1300	FM 1103
	1 MINOR IN POSSESSION OF TOBACCO PRODUCTS			
PROPERTY, DAMAGE TO CITY				
PROPERTY, DAMAGE TO CITY	25-00637	Sunday, April 6, 2025	100	LOOP 539 EAST
	1 PROPERTY, DAMAGE TO CITY			
PROPERTY, DAMAGED				
PROPERTY, DAMAGED	25-00625	Saturday, April 5, 2025	200	ENCHANTED VW
	1 PROPERTY, DAMAGED			
RUNAWAY/MISSING				
RUNAWAY/MISSING	25-00631	Saturday, April 5, 2025	100	NIEMIETZ CV

Cibolo Police Department
Report Call Summary
April 1-15, 2025

<u>Description</u>		<u>Incident</u>	<u>Rep_Date</u>	<u>Loc_Block</u>	<u>Loc_Street</u>
<hr/>					
1 RUNAWAY/MISSING					
<hr/>					
STALKING					
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STALKING	25-00680	Monday, April 14, 2025		300	TOWN CREEK WAY
STALKING	25-00684	Monday, April 14, 2025		300	TOWN CREEK WAY
<hr/>					
2 STALKING					
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SUSPICIOUS, SITUATION					
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SUSPICIOUS, SITUATION	25-00609	Wednesday, April 2, 2025		200	BROAD OAK DRIVE
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1 SUSPICIOUS, SITUATION					
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THEFT					
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THEFT	25-00651	Wednesday, April 9, 2025		100	BENTWOOD PASS RD
THEFT	25-00628	Sunday, April 6, 2025		100	BUFFALO PLACE
THEFT	25-00633	Sunday, April 6, 2025		600	CIBOLO VALLEY DR
THEFT	25-00635	Sunday, April 6, 2025		600	CIBOLO VALLEY DR
THEFT	25-00659	Thursday, April 10, 2025		2600	FM 1103
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5 THEFT					
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WARRANT SERVICE					
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WARRANT SERVICE	25-00650	Wednesday, April 9, 2025		100	FM 78 E
WARRANT SERVICE	25-00678	Monday, April 14, 2025		200	MEEK STREET
WARRANT SERVICE	25-00669	Saturday, April 12, 2025		17,000	RIPPS-KREUSLER
<hr/>					
3 WARRANT SERVICE					
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Grand Total:		80			
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Cibolo Police Department

Report Call Summary

April 16-30, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	25-00697	Wednesday, April 16, 2025	1300	FM 1103
ACCIDENT, HIT & RUN	25-00703	Thursday, April 17, 2025	1300	FM 1103
ACCIDENT, HIT & RUN	25-00711	Friday, April 18, 2025	1300	FM 1103
ACCIDENT, HIT & RUN	25-00765	Monday, April 28, 2025	2600	FM 1103
ACCIDENT, HIT & RUN	25-00778	Tuesday, April 29, 2025	1300	FM 1103
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5 ACCIDENT, HIT & RUN				
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ANIMAL COMPLAINT				
ANIMAL COMPLAINT	25-00732	Thursday, April 17, 2025	300	SHADOW BROOK
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1 ANIMAL COMPLAINT				
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ASSAULT				
ASSAULT	25-00764	Monday, April 28, 2025	300	CIBOLO COMMONS
ASSAULT	25-00698	Wednesday, April 16, 2025	300	EAGLE FLIGHT
ASSAULT	25-00694	Wednesday, April 16, 2025	500	THISTLE CREEK DRIVE
<hr/>				
3 ASSAULT				
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ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	25-00767	Monday, April 28, 2025	700	FM 1103
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1 ASSAULT, BODILY INJURY				
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ASSAULT, SEXUAL				
ASSAULT, SEXUAL	25-00770	Monday, April 28, 2025	3100	BOLTON RD
ASSAULT, SEXUAL	25-00769	Monday, April 28, 2025	18100	IH-35 N
<hr/>				
2 ASSAULT, SEXUAL				
<hr/>				
ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	25-00736	Tuesday, April 22, 2025	1200	AUX AIRPORT ROAD
ASSIST, OUTSIDE AGENCY	25-00740	Wednesday, April 23, 2025	5000	BROOKHEAD LANE
ASSIST, OUTSIDE AGENCY	25-00762	Sunday, April 27, 2025	600	FM 78
ASSIST, OUTSIDE AGENCY	25-00712	Friday, April 18, 2025	17700	IH 35 N
ASSIST, OUTSIDE AGENCY	25-00695	Wednesday, April 16, 2025	100	LOOP 539
<hr/>				
5 ASSIST, OUTSIDE AGENCY				
<hr/>				
BURGLARY, BUILDING				
BURGLARY, BUILDING	25-00734	Tuesday, April 22, 2025	300	DRYDEN ROOST
BURGLARY, BUILDING	25-00701	Thursday, April 17, 2025	2400	FM 1103
BURGLARY, BUILDING	25-00709	Friday, April 18, 2025	2400	FM 1103

5/1/2025

Cibolo Police Department

Report Call Summary

April 16-30, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
<hr/>				
3 BURGLARY, BUILDING				
<hr/>				
CHILD PROTECTIVE SERVICES REFERRAL				
CHILD PROTECTIVE SERVICES REFERRAL	25-00696	Thursday, April 17, 2025	900	RESACA
<hr/>				
1 CHILD PROTECTIVE SERVICES REFERRAL				
<hr/>				
CITY CODE VIOLATION				
CITY CODE VIOLATION	25-00749	Thursday, April 24, 2025	300	DEAN CHASE
CITY CODE VIOLATION	25-00771	Monday, April 28, 2025	100	SIOUX CIRCLE
<hr/>				
2 CITY CODE VIOLATION				
<hr/>				
CIVIL INFORMATION				
CIVIL INFORMATION	25-00748	Thursday, April 24, 2025	1300	FM 1103
CIVIL INFORMATION	25-00735	Tuesday, April 22, 2025	7500	FM 78
CIVIL INFORMATION	25-00763	Sunday, April 27, 2025	100	HANA
CIVIL INFORMATION	25-00759	Saturday, April 26, 2025	900	PIPE GATE
CIVIL INFORMATION	25-00692	Wednesday, April 16, 2025	200	WILLOW
CIVIL INFORMATION	25-00746	Thursday, April 24, 2025	1000	WOODSTONE WAY
<hr/>				
6 CIVIL INFORMATION				
<hr/>				
CRIMINAL MISCHIEF				
CRIMINAL MISCHIEF	25-00756	Saturday, April 26, 2025	200	BROAD OAK DRIVE
<hr/>				
1 CRIMINAL MISCHIEF				
<hr/>				
DEADLY CONDUCT				
DEADLY CONDUCT	25-00719	Saturday, April 19, 2025	200	GRAND AVENUE
<hr/>				
1 DEADLY CONDUCT				
<hr/>				
DEATH INVESTIGATION				
DEATH INVESTIGATION	25-00775	Tuesday, April 29, 2025	100	GLEN EAGLES DRIVE
DEATH INVESTIGATION	25-00702	Thursday, April 17, 2025	200	SOMERSET AVE
DEATH INVESTIGATION	25-00751	Friday, April 25, 2025	500	TURNBERRY WAY
<hr/>				
3 DEATH INVESTIGATION				
<hr/>				
DISORDERLY CONDUCT				
DISORDERLY CONDUCT	25-00779	Wednesday, April 30, 2025	300	BORGFELD ROAD WEST
<hr/>				
1 DISORDERLY CONDUCT				
<hr/>				
DISTURBANCE, FAMILY				

Cibolo Police Department

Report Call Summary

April 16-30, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
DISTURBANCE, FAMILY	25-00727	Monday, April 21, 2025	500	AMBER CREEK
DISTURBANCE, FAMILY	25-00708	Thursday, April 17, 2025	500	CALIBAN
DISTURBANCE, FAMILY	25-00757	Saturday, April 26, 2025	100	NAVAJO CIR
DISTURBANCE, FAMILY	25-00717	Saturday, April 19, 2025	100	NIEMIETZ COVE
DISTURBANCE, FAMILY	25-00720	Sunday, April 20, 2025	100	ROBIN DR
DISTURBANCE, FAMILY	25-00747	Thursday, April 24, 2025	100	ROBIN DR
DISTURBANCE, FAMILY	25-00713	Friday, April 18, 2025	100	ROBIN DRIVE
<hr/>				
7 DISTURBANCE, FAMILY				
<hr/>				
DRIVE WHILE LIC INVALID				
DRIVE WHILE LIC INVALID	25-00777	Tuesday, April 29, 2025	400	COUNTRY LANE
<hr/>				
1 DRIVE WHILE LIC INVALID				
<hr/>				
DRUG VIOLATION				
DRUG VIOLATION	25-00773	Tuesday, April 29, 2025	300	BORGFELD ROAD WEST
DRUG VIOLATION	25-00760	Sunday, April 27, 2025	100	WHITE ROCK
<hr/>				
2 DRUG VIOLATION				
<hr/>				
EMERGENCY DETENTION				
EMERGENCY DETENTION	25-00706	Thursday, April 17, 2025	200	AUTUMN CIRCLE
EMERGENCY DETENTION	25-00739	Wednesday, April 23, 2025	100	FM 78 E
EMERGENCY DETENTION	25-00754	Friday, April 25, 2025	200	SADDLE PARK
EMERGENCY DETENTION	25-00772	Tuesday, April 29, 2025	200	TOWN CREEK WAY
<hr/>				
4 EMERGENCY DETENTION				
<hr/>				
FRAUD				
FRAUD	25-00700	Thursday, April 17, 2025	200	BLUE WILLOW
FRAUD	25-00724	Sunday, April 20, 2025	500	SALTICK WAY
FRAUD	25-00776	Tuesday, April 29, 2025	400	SIKA WAY
FRAUD	25-00742	Wednesday, April 23, 2025	200	WILLOW BLF
<hr/>				
4 FRAUD				
<hr/>				
GRAFFITI				
GRAFFITI	25-00766	Monday, April 28, 2025	200	BLK ROYAL TROON DR
GRAFFITI	25-00699	Wednesday, April 16, 2025	200	BROAD OAK DRIV
<hr/>				
2 GRAFFITI				
<hr/>				
HARASSMENT, VERBAL				
HARASSMENT, VERBAL	25-00726	Monday, April 21, 2025	900	LA CALA

5/1/2025

Cibolo Police Department

Report Call Summary

April 16-30, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
	1	HARASSMENT, VERBAL		
HARASSMENT, WRITING				
HARASSMENT, WRITING	25-00715	Friday, April 18, 2025	300	TOWN CREEK WAY
	1	HARASSMENT, WRITING		
HOSPICE				
HOSPICE	25-00738	Wednesday, April 23, 2025	300	WILLOW LOOP
	1	HOSPICE		
IMPOUND, ABANDONED				
IMPOUND, ABANDONED	25-00755	Friday, April 25, 2025	10700	IH 10
IMPOUND, ABANDONED	25-00693	Wednesday, April 16, 2025	100	WELDING WAY
	2	IMPOUND, ABANDONED		
IMPOUND, OTHER				
IMPOUND, OTHER	25-00710	Friday, April 18, 2025	2900	CIBOLO VALLEY DRIVE
IMPOUND, OTHER	25-00729	Tuesday, April 22, 2025	800	FM 1103
	2	IMPOUND, OTHER		
INDECENCY WITH CHILD				
INDECENCY WITH CHILD	25-00688	Tuesday, April 22, 2025	100	TOWN CREEK WAY
	1	INDECENCY WITH CHILD		
INTOXICATION, PUBLIC				
INTOXICATION, PUBLIC	25-00744	Wednesday, April 23, 2025	18200	IH 35 N
INTOXICATION, PUBLIC	25-00731	Tuesday, April 22, 2025	700	TURNING STONE
	2	INTOXICATION, PUBLIC		
PROPERTY, DAMAGED				
PROPERTY, DAMAGED	25-00691	Wednesday, April 16, 2025		DEER CREEK BLVD
	1	PROPERTY, DAMAGED		
PROPERTY, FOUND				
PROPERTY, FOUND	25-00741	Wednesday, April 23, 2025	300	BORGFELD ROAD WEST
	1	PROPERTY, FOUND		
PROPERTY, MISSING				

5/1/2025

Cibolo Police Department
Report Call Summary
April 16-30, 2025

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
PROPERTY, MISSING	25-00753	Friday, April 25, 2025	100	GATEWOOD LAKE
<hr/>				
1 PROPERTY, MISSING				
<hr/>				
RUNAWAY/MISSING				
RUNAWAY/MISSING	25-00721	Sunday, April 20, 2025	100	LANDMARK HAVEN
RUNAWAY/MISSING	25-00758	Saturday, April 26, 2025	200	LIECK
RUNAWAY/MISSING	25-00716	Friday, April 18, 2025	100	PINTO PLACE
<hr/>				
3 RUNAWAY/MISSING				
<hr/>				
STALKING				
STALKING	25-00723	Sunday, April 20, 2025	200	BROAD OAK
STALKING	25-00705	Thursday, April 17, 2025	300	TOWN CREEK WAY
STALKING	25-00745	Wednesday, April 23, 2025	300	TOWN CREEK WAY
<hr/>				
3 STALKING				
<hr/>				
SUSPICIOUS, SITUATION				
SUSPICIOUS, SITUATION	25-00737	Tuesday, April 22, 2025	100	BISON LANE
<hr/>				
1 SUSPICIOUS, SITUATION				
<hr/>				
TERRORISTIC THREAT				
TERRORISTIC THREAT	25-00704	Thursday, April 17, 2025	500	THISTLE CREEK DRIVE
<hr/>				
1 TERRORISTIC THREAT				
<hr/>				
THEFT				
THEFT	25-00752	Friday, April 25, 2025	500	124 ELM ELM STREET
THEFT	25-00761	Sunday, April 27, 2025	200	BRIDGE CROSSING
THEFT	25-00725	Monday, April 21, 2025	600	CIBOLO VALLEY DRIVE
THEFT	25-00707	Friday, April 18, 2025	600	CIBOLO VALLEY DRIVE
THEFT	25-00714	Friday, April 18, 2025	2600	FM 1103
THEFT	25-00743	Wednesday, April 23, 2025	400	HINGE FALLS
THEFT	25-00722	Sunday, April 20, 2025	10100	IH-10 EASTBOUND
<hr/>				
7 THEFT				
<hr/>				
Grand Total:		83		

CIBOLO ANIMAL SERVICES

MONTHLY REPORT

April 2025

TOTALS

INTAKES

Return/Owner Surrender	2
Seized/Custody	2
Stray	59
Transfer in	1
Wildlife In	3
TOTAL	67

OUTCOMES

Adoption	24	
Missing	0	
Died in Shelter/upon arrival	13	Neonatal kittens and HBC K9
Return to Owner	20	
Transfer Out	6	
Euthanasia	1 (Severe injury)	
Wildlife Out	4	
TOTAL	68	

Transfer Out - Locations

Wildlife Rescue	1
Live Oak AC	0
Kirby Animal Services	0
South Texas Aussie Rescue	1
The Animal Defense League	4
TOTAL	6

BITE CASES

Currently in Foster 3
19 (nursing kittens & 4 dogs)

TOTAL NEW LICENSES ISSUED

2 (Does not count renewals)

VOLUNTEER HOURS

94.5 (including 40h community service)

LIVE RELEASE RATE FOR NOV.

98%





City Council Regular Meeting Staff Report

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

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Staff Update Item: 9C.
From	
Tracy Beekman, Information Services Director	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Quarterly report usage data from the See Click Fix platform.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[TicketsOpenedinPeriod.pdf](#)

[TicketsCloseinPeriod.pdf](#)

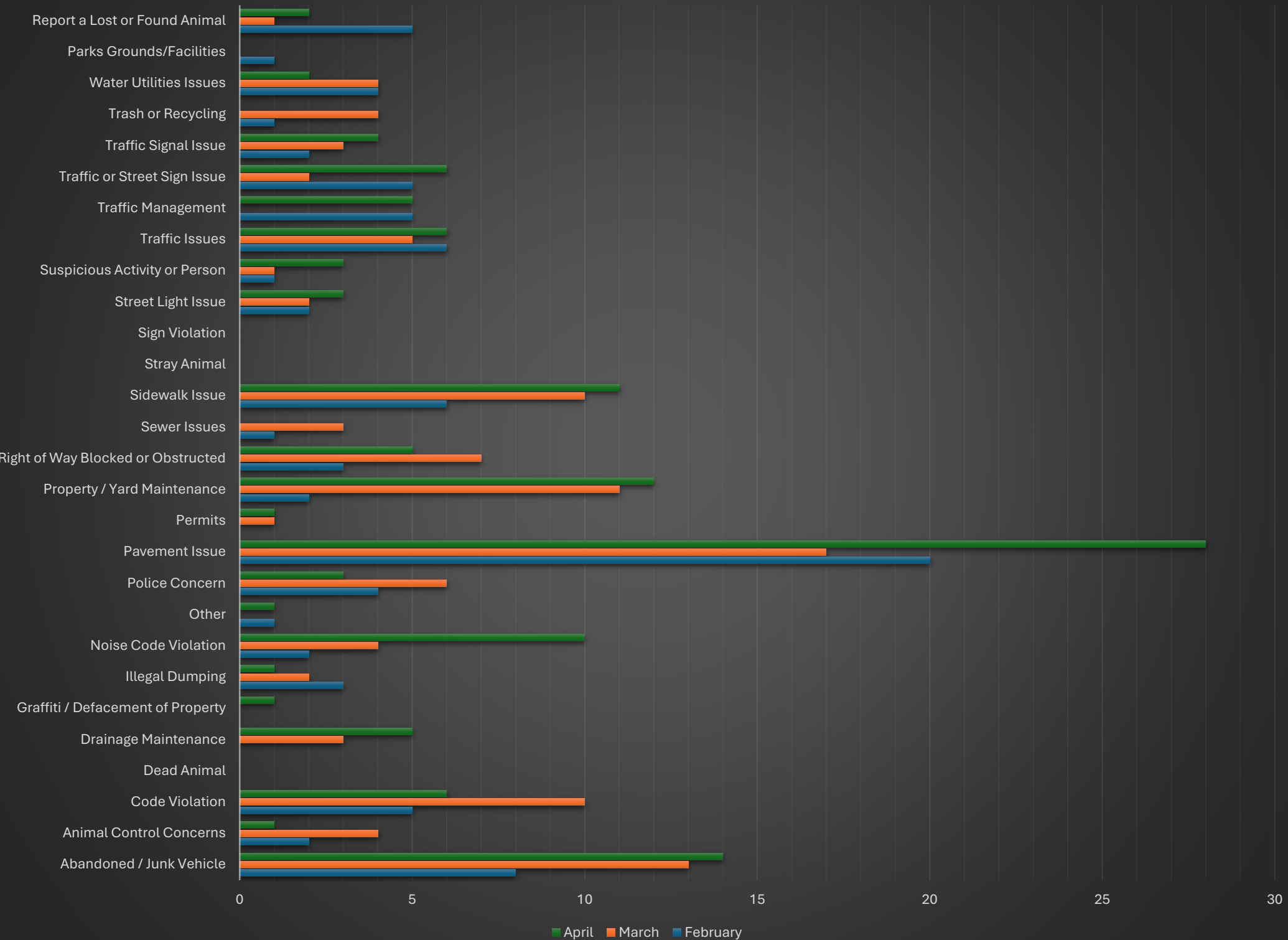
[TicketsAckinPeriod.pdf](#)

[AvgDaystoAckinPeriod.pdf](#)

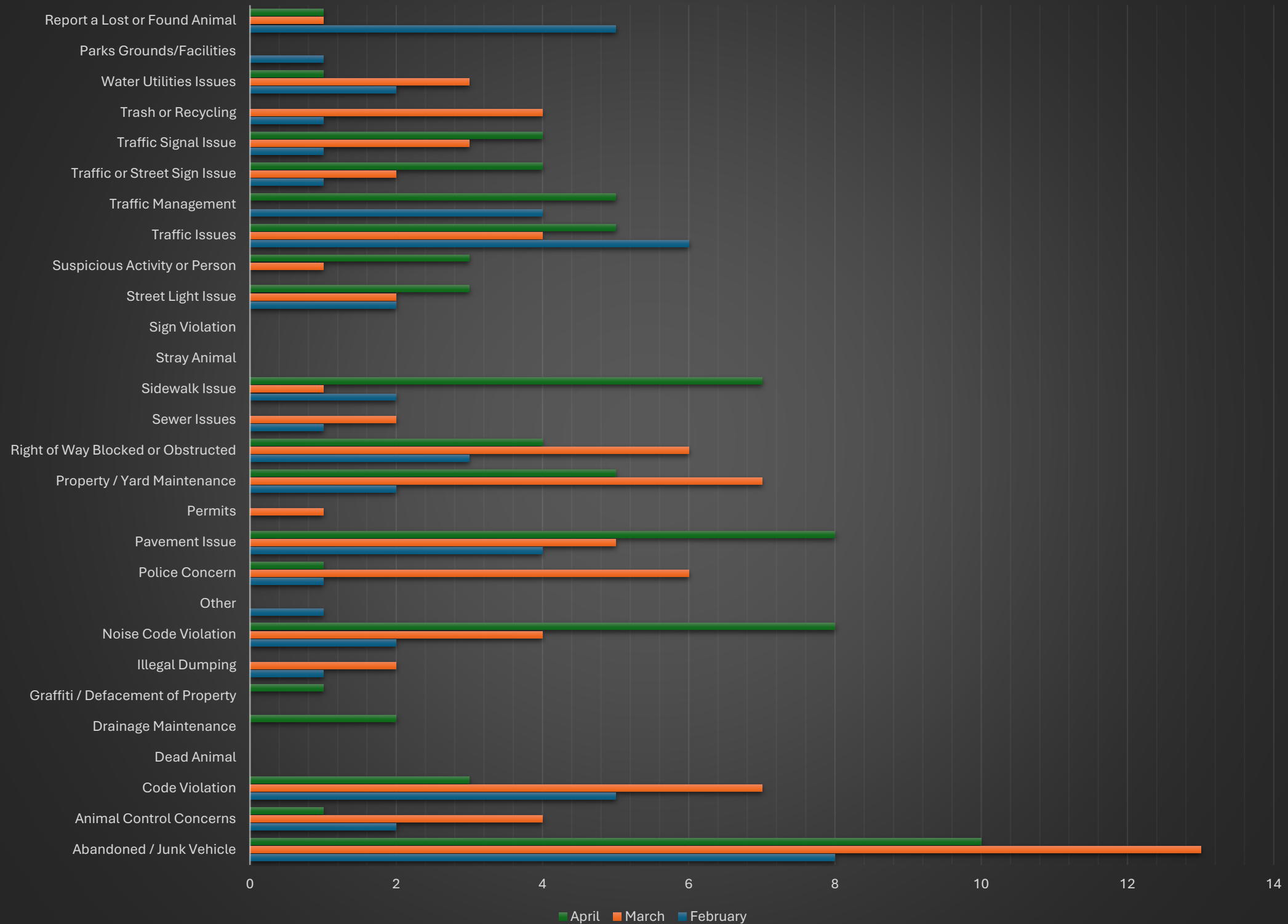
[AvgDaystoCloseinPeriod.pdf](#)

[CurrentlyOpen-4302025.pdf](#)

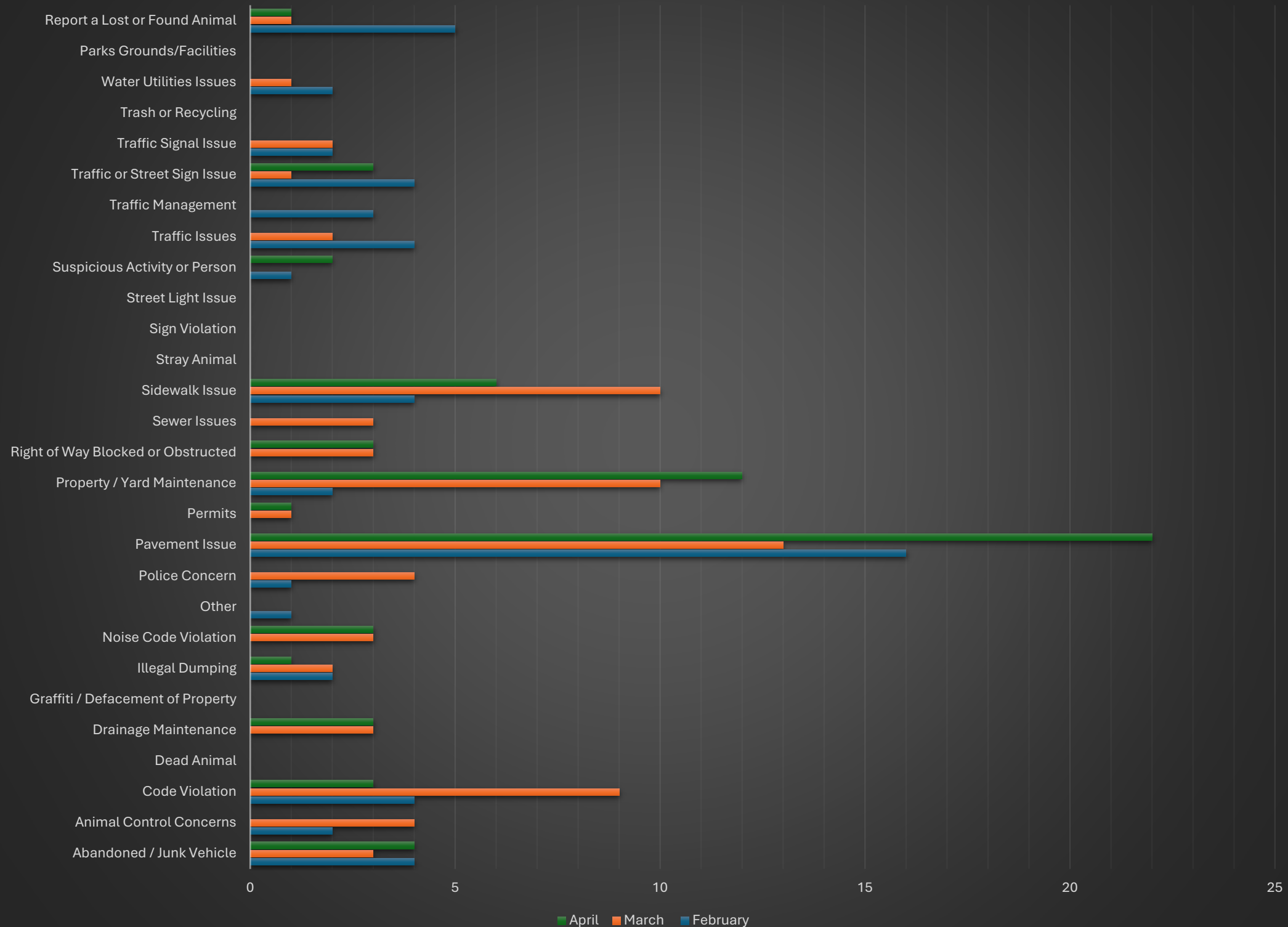
Tickets Opened



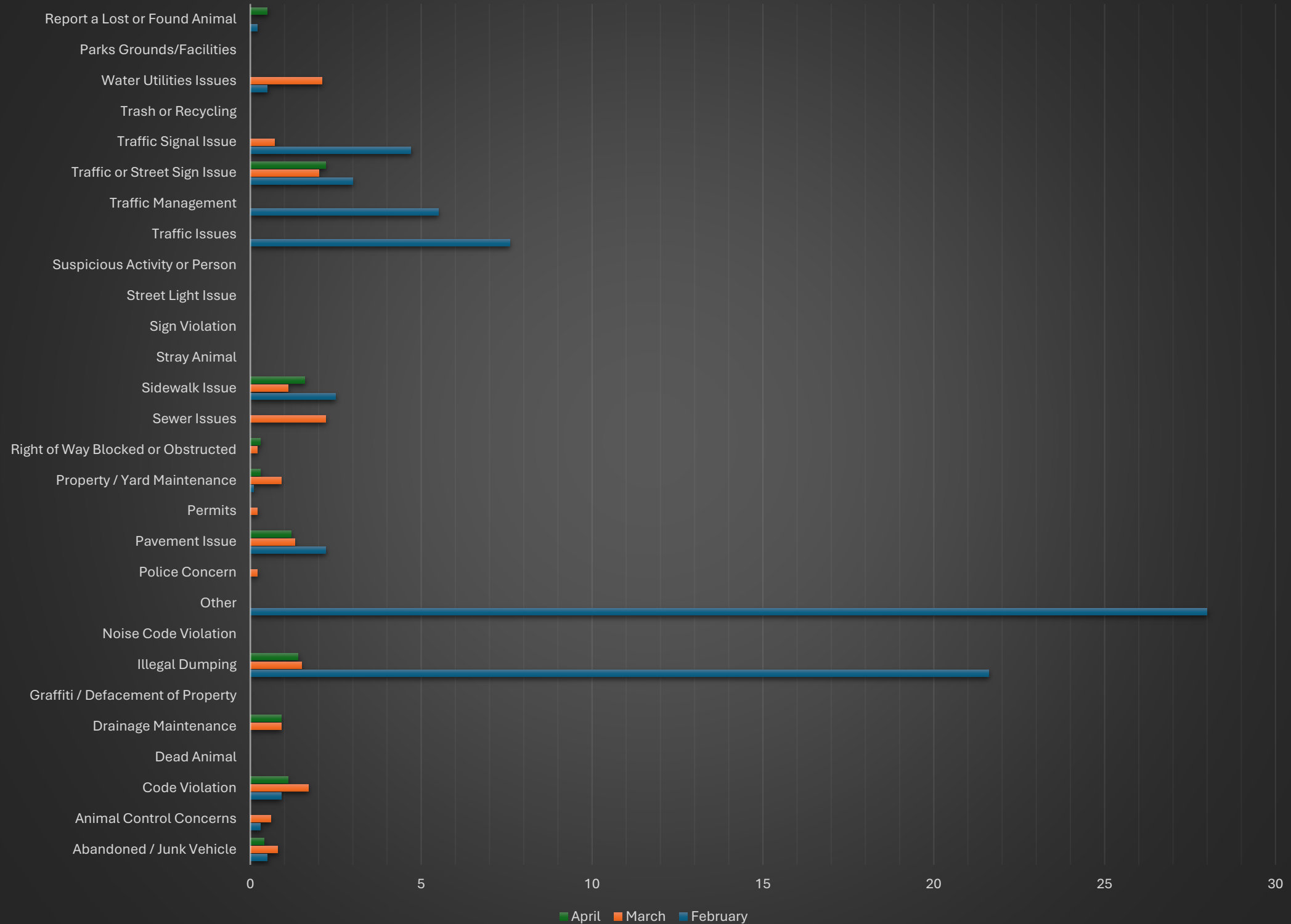
Ticket Closed



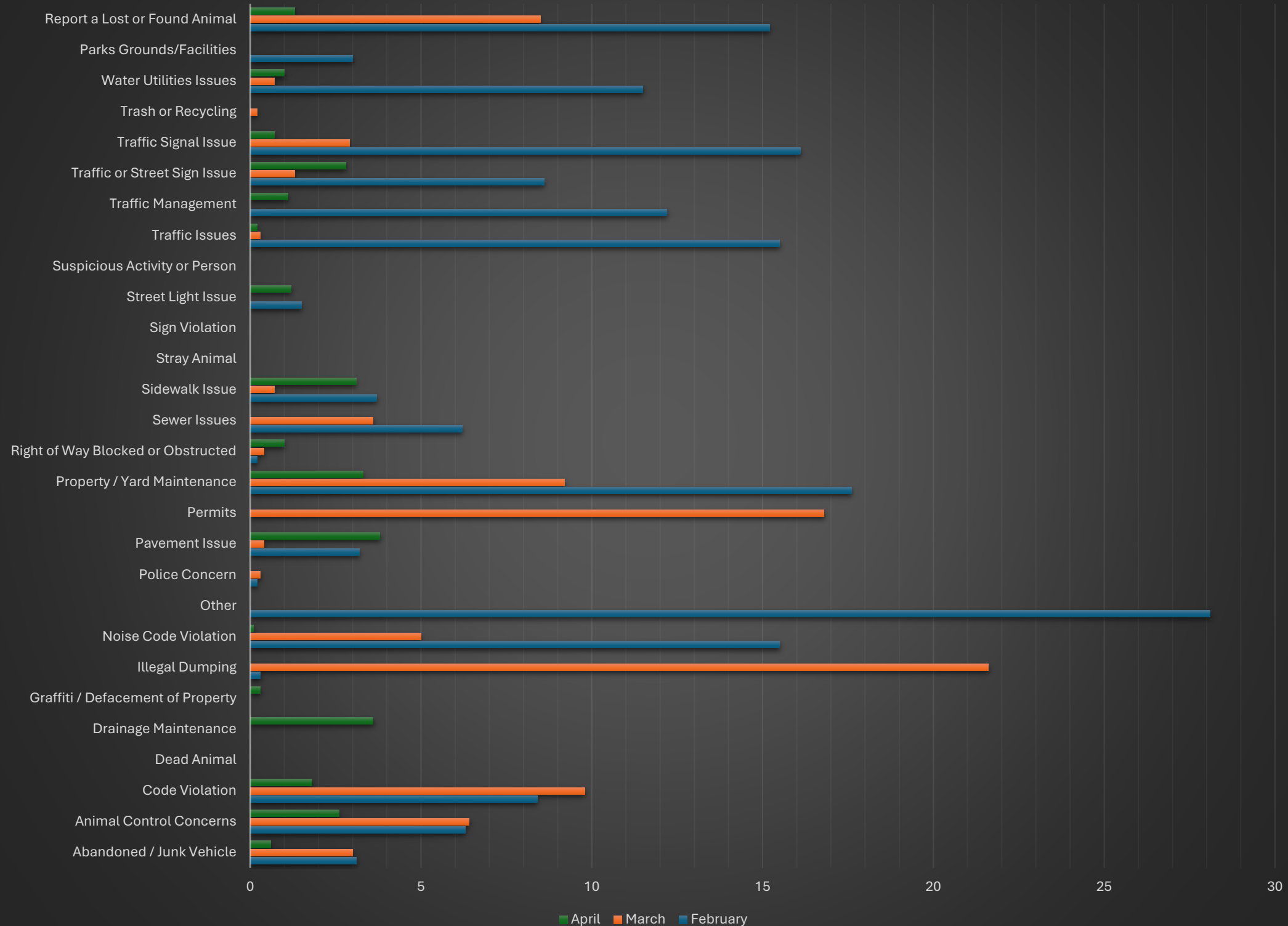
Acknowledged In Period



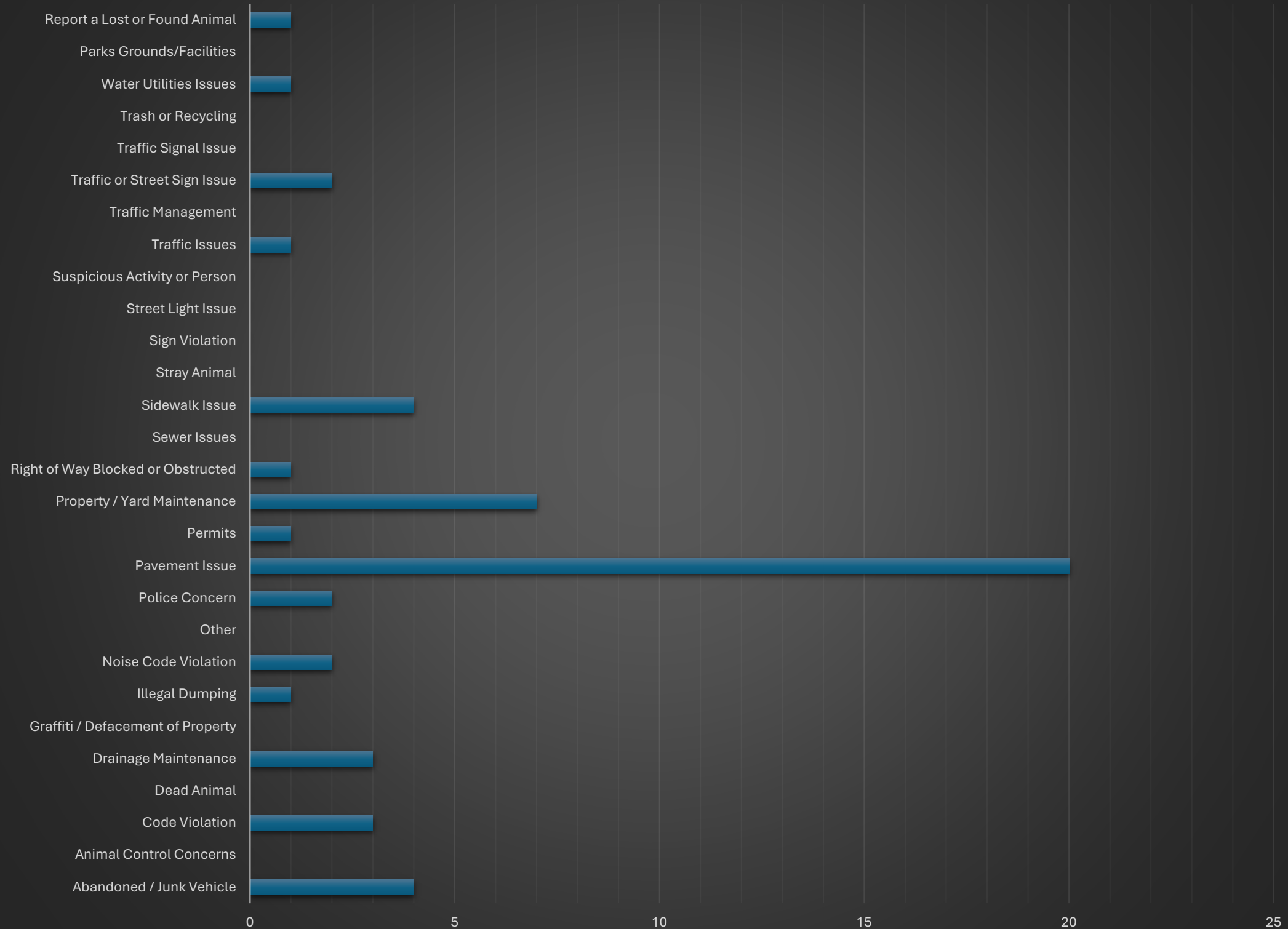
Average Days to Acknowledge



Average Days to Close



Currently Open (as of 4/30/2025)





City Council Regular Meeting Staff Report

A. Approval/Disapproval of an Ordinance granting a variance to Grampies Pizzeria located at 121 Cibolo Commons, Suite 101 to allow for the sale of beer and wine within 300 feet of a church, public school, or private school. (Ms. Cimics)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Ordinances Item: 10A.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Ordinance 1206 (See attachment) authorized the placement on the November 7, 2017 ballot an initiative which would amend the prohibition against the sale of alcoholic beverages near churches and public and private schools only if city council conducts a Public Hearing on the manner. Before the thirtieth day of the public hearing notice must be given by publication in the city's official newspaper. **After the public hearing to approve the variance the city council by at least 3/4 of the total city council find all of the following:**

1. The proposed sale of alcoholic beverages would constitute no more than 30 percent of the establishment's annual gross revenues;
2. Prior to the date of the public hearing an authorized representative of the affected church, public school, or private school has provided the city manager with written confirmation that the affected church, public school, or private school has no objection to the granting of the variance;
3. The granting of the variance will not have a negative effect on the health, safety or welfare of the public;
4. On or before March 15 of the year following the granting of a variance, and every March 15 thereafter, the owner of the establishment for which the variance was granted shall submit to the city secretary all necessary documentation to verify that during the preceding calendar year no more than 30 percent of the establishment's annual gross revenues were generated by the sale of alcoholic beverages; and
5. Violations of the conditions on the variance are punishable by criminal fine and any and all remedies available at law and or equity including but not limited to revocation of the variance.

Time Line

Advertising in the Seguin Gazette - February 26, 2025

Public Hearing - April 8, 2025

Ordinance - The ordinance was placed on the April 22, 2025 and the applicant requested it be postponed until the May 13, 2025 agenda.

Ordinance - On the agenda tonight for council to take action.

Number two above was not met as the letter from the school district was required before the public hearing date of April 8, 2025.. The letter was received from the school district on April 25, 2025. (See attachment)

The Texas Alcoholic Beverage Code does state the measurement of the distance between the place of business where alcoholic beverages are sold and the public schools shall be in a direct line from the property line of the public school or private school to the property line of the place of business, and in a direct line across intersections must be more than 300 feet. The City Secretary's office had both the public work department and the GIS office provide us the distance for this request. We have done this measurement at least two times prior to the last measurement (e-mail and drawing attached). **The distance is measured to be 138 ft.**

If the variance is approved this will be the first variance of the alcoholic ordinance approved for a business that sells and serves alcoholic products on site and is less than the 300 foot distance from a school.

If approved the applicant will be required to complete the TABC application and have the city secretary sign off on that document. All fees will be required to be paid at that time. The applicant will also be required to pay for the advertisement in the newspaper. This fee will be required to paid when submitting the application. The Cibolo and TABC certificate is required to be displayed in the establishment where individuals have the ability to see the document.

STAFF RECOMMENDATION:

Staff has no recommendations.

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Atch #1 Grampie's.pdf](#)

[Atch #2 Grampie's.pdf](#)

[Atch #3 Grampie's.pdf](#)

[Grampie's Pizzeria F.pdf](#)



ORDINANCE 1206

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CIBOLO; AUTHORIZING THE PLACEMENT ON THE NOVEMBER 7, 2017 ELECTION AN INITIATIVE WHICH, IF SUCCESSFUL WOULD AMEND THE PROHIBITION AGAINST THE SALE OF ALCOHOLIC BEVERAGES NEAR CHURCHES AND PUBLIC AND PRIVATE SCHOOLS BY ALLOWING CITY COUNCIL, AFTER A PUBLIC HEARING, TO CONSIDER VARIANCES THERETO; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Texas Alcoholic Beverage Section 109.33 authorizes City Council to enact regulations, which prohibits the sale of alcoholic beverages within 300 feet of a church or a public or private school; and

Whereas, by ordinance, passed and approved by City Council on August 26, 2013, (Ordinance No. 1066) the City Council authorized the submission of an initiative to the voters at a special election on November 5, 2013; and

WHEREAS, at the special election the voters approved the initiative, which read:

It shall be unlawful for any person to sell or engage in the business of selling alcoholic beverages within the City where the place of business is within 300 feet of any church, public school, or private school. The measurement of the distance between the place of business where alcoholic beverages are sold and the church shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public schools shall be in a direct line from the property line of the public school or private school to the property line of the place of business, and in a direct line across intersections.; and

WHEREAS, said initiative was codified as Section 6.2 of the City of Cibolo's Code of Municipal Ordinances; and

WHEREAS, since the adoption of Section 6.2; a number of citizens and property owners have advised City Council that the absolute prohibition against the sale of alcoholic beverages near schools and hospitals has prevented the development of restaurants including national chain restaurants, such as Chili's, grocery stores, such as HEB, or drug stores, such as Walgreens, due to the proximity of real property conducive to such development to churches and public and private schools; and

WHEREAS, the City Council has taken notice of Texas Alcoholic Beverage Code Section 109.33(e), which authorizes City Council to allow variances to the prohibition against the sale of alcoholic beverages near churches, public and private schools if City Council determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the

health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community; and

WHEREAS, City of Cibolo, City Charter Section 6.15 provides that the City Council, upon its own motion and by the affirmative vote of a majority of the full membership of the City Council, may submit to popular vote, at any election, the adoption of a proposed ordinance; and

WHEREAS, the City Council desires to ask the voters if they wish to allow an amendment to Section 6.15 in order to allow City Council to consider variances to the prohibition against the sale of alcoholic beverages near churches, public and private schools, after a public hearing on such variance requests.

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

SECTION I. BALLOT LANGUAGE

THAT there should be placed on the ballot on the election to be held on November 7, 2017, an initiative which proposes an ordinance, and which reads as follows:

As authorized by Texas Alcoholic Beverage Code Section 109.33(e), City Council may consider applications for variances to the prohibition against the sale of alcoholic beverages within 300 feet of any church, private school or public school only if City Council first conducts a public hearing on the matter and before the thirtieth day before the date of the public hearing notice is given by publication in the City's official newspaper and on the City's website, and after the conclusion of the public hearing at least ¾ of the total membership of City Council find all of the following:

- 1) The proposed sale of alcoholic beverages would constitute no more than _____ percent of the establishment's annual gross revenues; and*
- 2) Prior to the date of the Public Hearing an authorized representative of the affected church, public school, or private school has provided the City Manager with written confirmation that the affected church, public school, or private school has no objection to the granting of the variance;*
- 3) The granting of the variance will not have a negative effect on the health, safety or welfare of the public;*
- 4) On or before March 15 of the year following the granting of a variance, and every March 15 thereafter, the owner of the establishment for which the variance was granted shall submit to the City Secretary all necessary documentation to verify that during the preceding calendar year no more than _____ percent of the establishment's annual gross revenues were generated by the sale of alcoholic beverages; and*
- 5) Violations of the conditions on the Variance are punishable by criminal fine and any and all remedies available at law and or equity including but not limited to revocation of the Variance.*

**SECTION II.
SEVERABILITY**

THAT if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION III.
PUBLIC MEETING**

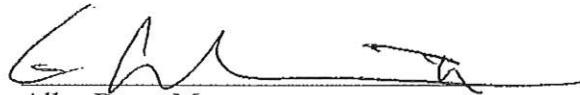
THAT it is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter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

**SECTION IV.
EFFECTIVE DATE**

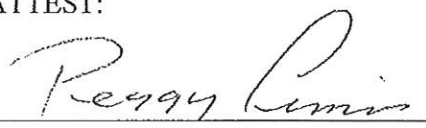
THAT this ordinance will take effect upon its passage, and approval, by the affirmative vote of a majority of the full membership of the City Council.

PASSED AND APPROVED this, the 25 day of July 2017.

CITY OF CIBOLO

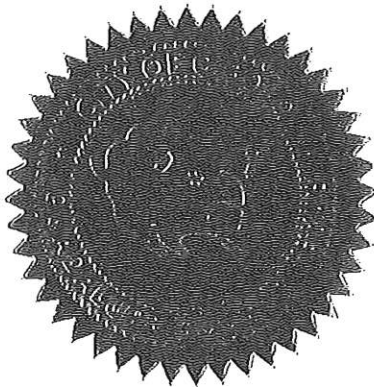

Allen Dunn, Mayor

ATTEST:


Peggy Cimics, City Secretary

APPROVED AS TO FORM:

DNRBH&Z, CITY ATTORNEY



Cimics, Peggy

From: Chapman, Valerie
Sent: Tuesday, May 6, 2025 11:57 AM
To: Cimics, Peggy
Subject: FW: Distance from Steele HS to Grampie's
Attachments: Property line .png

Valerie Ann Chapman, TRMC
Assistant City Secretary
City of Cibolo
P.O. Box 826
200 South Main Street
Cibolo, TX 78108
P: (210) 619-0012
www.cibolotx.gov



"City of Choice"

ATTENTION PUBLIC OFFICIALS: a "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CONFIDENTIALITY NOTICE: This email, including any attachments, contains information which may be confidential or privileged. The information is intended to be for the use of the individuals or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify the sender immediately by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.

From: Arellano, William <warellano@cibolotx.gov>
Sent: Wednesday, May 8, 2024 4:03 PM
To: Chapman, Valerie <vchapman@cibolotx.gov>; GISRequests <GISRequests@cibolotx.gov>
Subject: RE: Distance from Steele HS to Grampie's

Hola,
Here's the image showing it, 138 ft

Feel free to reach out if you have any questions!

William Arellano
GIS Manager, City of Cibolo

From: Chapman, Valerie <vchapman@cibolotx.gov>
Sent: Wednesday, May 8, 2024 3:58 PM
To: GISRequests <GISRequests@cibolotx.gov>
Subject: Distance from Steele HS to Grampie's

Could you provide the distance from property line to property line from Steele High School directly across to Grampie's? Thank you.

Valerie Ann Chapman, TRMC





Schertz-Cibolo-Universal City Independent School District

April 25, 2025

City of Cibolo Texas
Attention: Wayne Reed, City Manager
200 South Main Street
Cibolo, TX 78108

To Whom It May Concern:

The Schertz-Cibolo-Universal City Independent School District (the "District") has been contacted by the owner(s) of Grampie's Pizza regarding their intent to apply for a variance to City of Cibolo Code of Ordinance Sec.6-11 related to the sale of alcohol. As you are aware, Grampie's Pizza neighbors Steele High School.

Please be advised that the District takes no position or opinion regarding Grampie's Pizza's intent to apply for a variance nor does the District support or oppose the granting of such variance.

Should you require any additional information, please feel free to contact me at my office at 210-945-6235.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paige A. Meloni', with a horizontal line extending to the right.

Paige A. Meloni
Superintendent of Schools



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS GRANTING A VARIANCE TO GRAMPIE’S PIZZERIA LOCATED AT 121 CIBOLO COMMONS, SUITE 101, TO ALLOW FOR THE SALE OF BEER AND WINE WITHIN 300 FEET OF A CHURCH, PUBLIC SCHOOL OR PRIVATE SCHOOL; IMPOSING CONDITIONS ON SUCH VARIANCE; DECLARING COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS; PROVIDING FOR SAVINGS, REPEAL, SEVERABILITY, PUBLICATION AND CODIFICATION; DECLARING CONDUCT OF MEETING IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council 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, Texas Alcoholic Beverage Code authorizes the City to enact regulations restricting the sale of alcohol within the City; and

WHEREAS, the City has adopted regulations regarding the sale of alcohol within the City, codified in Chapter 6 of the City’s Code of Ordinances; and

WHEREAS, Section 6-11 of the City’s Code of Ordinances (hereinafter, “Section 6-11”) prohibits the sale of alcoholic beverages within 300 feet of a church, public school or private school pursuant to authority granted in Section 109.33 of the Texas Alcoholic Beverages Code; and

WHEREAS, Aaron Grafft (hereinafter, the “Owner”) is the owner of Grampie’s Pizzeria (hereinafter, the “Business”) which is located at 121 Cibolo Commons, Suite 101, Cibolo, Texas 78108; and

WHEREAS, the Business is located within 300 feet of Byron P. Steele High School as measured in a direct line from the property line of the public school to the property line of the place of business, and in a direct line across intersections as required by the Texas Alcoholic Beverage Code § 109.33(b)(1); and

WHEREAS, the City Council finds that Owner has submitted a request for a variance on the City's alcoholic beverages prohibition in compliance with the requirements of Section 6-11; and

WHEREAS, the City Council finds that a public hearing was held for the purpose of providing all interested persons the opportunity to be heard concerning the proposed variance to allow for the sale of beer and wine within 300 feet of a church, public school, or private school, in accordance with state and local law; and

WHEREAS, the City Council finds that legal notice of the public hearing on the consideration of the requested variance was posted on the City's official website and published in the *Seguin Gazette*, a newspaper of general circulation in the City, in accordance with state and local law; and

WHEREAS, at least three-quarters of the total membership of City Council finds that 1) the proposed sale of alcoholic beverages would constitute no more than 30 percent of the establishment's annual gross revenues, 2) prior to the date of the public hearing an authorized representative of the affected public school provided the city manager with written confirmation that the affected school has no objection to the granting of the variance, 3) the granting of the variance will not have a negative effect on the health, safety, or welfare of the public, 4) on or before March 15 of the year following the granting of a variance, and every March 15 thereafter, the owner of the establishment for which the variance was granted shall submit to the city secretary all necessary documentation to verify that during the preceding calendar year no more than 30 percent of the establishment's annual gross revenue was generated by the sale of alcoholic beverages, and 5) violation of the conditions of the variance are punishable by criminal fines and any and all remedies available at law or equity including but not limited to revocation of the variance; and

WHEREAS, the City Council, having duly considered the request for variance, desires to approve the variance to allow for beer and wine sales within 300 feet of a church, public school or private school.

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

SECTION 1. Incorporation of Recitals. The City Council finds the recitals in the preamble of this Ordinance are true and correct and incorporates them as findings of fact.

SECTION 2. Description of Property. The Property to which this Ordinance applies is identified as Grampie's Pizzeria located at 121 Cibolo Commons, Suite 101, Cibolo, Texas.

SECTION 3. Variance Granted. A variance to allow for the sale of beer and wine within 300 feet of Byron P. Steele High School is hereby granted to Owner. Such variance is subject to all applicable federal, state or local laws or regulations, including the alcohol beverages regulations set forth in the Texas Alcoholic Beverages Code and the City's Code of Ordinances, and on the following condition:

- a. On or before March 15 of the year following the granting of the variance, and every March 15 thereafter, Owner shall submit to the city secretary all necessary documentation to verify

that during the preceding calendar year no more than 30 percent of the Business's annual gross revenue was generated by the sale of alcohol beverages.

SECTION 4. Declaration of Compliance. The City Council finds that all required public notices for consideration of the variance have been properly issued and all required public hearings have been properly conducted. ***If approved by Council the ordinance would have to be re-written as they did not meet item 2 required for approval of the variance.

SECTION 5. 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 6. 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 7. 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 8. 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 9. 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 10. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance. Violation of any condition of this Ordinance may result in revocation of the variance. Any person or responsible party that violates any provision of this chapter may be charged with a misdemeanor and shall, upon conviction, be punished by a fine not to exceed \$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 11. Effective Date. This Ordinance will become effective within the corporate city limits of the City of Cibolo upon the required newspaper publication.

PASSED, APPROVED, and ADOPTED on this the 14th day of May 2025.

Mark Allen
Mayor

ATTEST:

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

B. Approval/Disapproval of an Ordinance by the City Council of the City of Cibolo, Guadalupe County, Texas, providing for the second amendment of the budget for the Fiscal Year 2024-2025. (Ms. Miranda)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Ordinances Item: 10B.
From	
Anna Miranda, Finance Director	

PRIOR CITY COUNCIL ACTION:

City Council adopted the FY24-25 budget on August 19, 2024 and approved the first budget amendment on January 28, 2025.

BACKGROUND:

The second budget amendment includes 3 funds, the General Fund, the Grant Fund, and the Parkland Fees Fund. In the General Fund, there are 3 adjustments.

- An increase of \$5,000 for a traffic count study for Everyday Way and Cibolo Valley Drive per direction given by Council at the January 28th City Council meeting.
- An increase of \$26,200 for our share of the Guadalupe Appraisal District budget which was increased after City Council adopted the FY24-25 budget.
- A decrease of \$49,500 to reallocate a portion of the Victims Services Coordinator personnel costs to the grant fund for the 2nd year funding we were awarded.

In the Grants Fund, we are making adjustments for 5 grants that were awarded this year.

- The MVCPA grant for \$525,411 for 2 Police Officers and a Crime Analyst and equipment.
- A Cybersecurity grant award for \$155,520.
- Victims Liaison grant award for \$65,043 for a portion of the Victims Services Coordinator personnel costs and related supplies.
- Shield Project grant award for \$81,709 for protective public safety equipment.
- NRA grant award of \$2,295 for a rifle and ammunition.

In the Parkland Fees Fund, the final adjustment (D) is to carry forward funding for the Town Creek Trail project from the prior year that was not expended.

STAFF RECOMMENDATION:

Approval of the Ordinance providing for the second budget amendment of the year.

FINANCIAL IMPACT:

This amendment provides for the additional funding necessary for general fund operations, provide for grant funded projects and additional funding for the trail project.

MOTION(S):

I move to approve (or disapprove) the Ordinance providing for the second budget amendment of fiscal year 2024-2025.

Attachments

[Budget Amendment Ordinance 2025-2.pdf](#)



ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS, PROVIDING FOR THE SECOND AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR 2024-2025, BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL OTHER ORDINANCES OF THE CITY OF CIBOLO; PROVIDING FOR SEVERABILITY; PROVIDING SAVINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cibolo, Guadalupe County, Texas, passed and approved Ordinance Number 1458 on August 19, 2024, and thereby adopted the Fiscal Year 2024-2025 Annual Budget; and

WHEREAS, the City Council of the municipality of Cibolo, Guadalupe County, Texas, may amend the budget from time to time;

WHEREAS, it is necessary, at this time, to make the second amendment to the Fiscal Year 2024-2025 Annual Budget to increase revenues and expenditures accordingly for the fiscal year.

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

**SECTION 1.
INCORPORATION**

That the above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

**SECTION 2.
ADOPTION**

That the approved and adopted budget for Fiscal Year 2024-2025, is hereby amended as specified in Exhibit A attached hereto.

**SECTION 3.
CUMULATIVE CLAUSE**

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

**SECTION 4.
SEVERABILITY**

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

**SECTION 5.
SAVINGS**

That all rights and privileges of the City of Cibolo are expressly saved as to any and all violations of the provisions of any Ordinances affecting the annual budget for Fiscal Year 2024-2025, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6.
EFFECTIVE DATE**

That this Ordinance shall be effective immediately upon the passage and approval of the City Council of the City of Cibolo, Texas, and it is so ordained.

PASSED AND APPROVED by a vote of __ for to __ against this 13th day of May, 2025.

APPROVED:

Mark Allen, Mayor

ATTEST:

Peggy Cimics, City Secretary

EXHIBIT A

	FY 25 CURRENT BUDGET	BUDGET AMENDMENT #2	FY 25 BUDGET AFTER AMENDMENT
<u>GENERAL FUND</u>			
ESTIMATED BEGINNING FUND BALANCE (UNAUDITED)	6,955,547		
ESTIMATED BEGINNING FUND BALANCE (AUDITED)			6,971,718
REVENUES:			
GENERAL TAXES AND FRANCHISE FEES	18,698,200		18,698,200
PERMITS AND FEES	181,000		181,000
ANIMAL CONTROL	33,750		33,750
COURT AND ALARM FEES	255,450		255,450
INTEREST AND MISCELLANEOUS	439,164		439,164
PARKS AND GRANTS	98,500		98,500
INTERGOVERNMENTAL AND TRANSFERS	2,972,115		2,972,115
OTHER REVENUE	245,500		245,500
SUBTOTAL REVENUES	22,923,679	-	22,923,679
EXPENDITURES:			
CITY COUNCIL	64,295		64,295
CITY MANAGER'S OFFICE	665,943		665,943
CITY SECRETARY	476,367		476,367
MUNICIPAL COURT	189,386		189,386
CODE ENFORCEMENT	214,479		214,479
FINANCE	654,492		654,492
INFORMATION SERVICES	1,555,692		1,555,692
PEOPLE AND PERFORMANCE	602,079		602,079
COMMUNICATIONS	147,992		147,992
POLICE DEPARTMENT	7,101,036	(49,500)	7,051,536
ANIMAL SERVICES	539,682		539,682
FIRE DEPARTMENT	6,563,944		6,563,944
PUBLIC WORKS ADMINISTRATION	962,728		962,728
STREETS	1,485,199	5,000	1,490,199
PARKS	1,274,688		1,274,688
ECONOMIC DEVELOPMENT	264,891		264,891
NON-DEPARTMENTAL	1,208,270	26,200	1,234,470
SUBTOTAL EXPENDITURES	23,971,163	(18,300)	23,952,863
ESTIMATED ENDING FUND BALANCE	5,908,063	18,300	5,942,534

- A TRAFFIC COUNT STUDY - EVERYDAY WAY AND CIBOLO VALLEY DRIVE - CONSENSUS BY CC AT 1/28/25 CC MEETING
- B INCREASE FOR APPRAISAL DISTRICT INCREASE IN BUDGET AFTER OUR BUDGET ADOPTION
- C REDUCE GENERAL FUND BY GRANT FUNDING FOR VICTIM SERVICES COORDINATOR

EXHIBIT A

	FY 25 CURRENT BUDGET	MVCPA	BUDGET AMENDMENT #2				FY 25 BUDGET AFTER AMENDMENT
			CYBERSECURITY	VICTIMS LIAISON	SHIELD PROJECT	NRA GRANT	
<u>GRANTS</u>							
BEGINNING FUND BALANCE	52,680						52,680
REVENUES:							
GRANT REVENUE	3,072,222						3,072,222
GRANT REVENUE - GVEC POWERUP	20,000						20,000
GRANT REVENUE - OOG		525,411	155,520	65,043	81,709		827,683
GRANT REVENUE - NRA						2,295	2,295
TRANSFER FROM GENERAL FUND		54,554	17,280	3,886			75,720
TRANSFER FROM FORFEITURE FUND		50,537					50,537
INTEREST	-	-	-				-
SUBTOTAL REVENUES	3,092,222	630,502	172,800	68,929	81,709	2,295	4,048,457
EXPENDITURES:							
SALARIES AND BENEFITS	250,000	310,310		49,500			609,810
SERVICES, UTILITIES AND TRAINING	829,568	17,016	53,640	2,648			902,872
GENERAL SUPPLIES AND REPAIRS	62,500	65,700	7,200	16,781	81,709	2,295	236,185
CAPITAL OUTLAY	347,455	237,476	111,960				696,891
CONSTRUCTION	1,647,247						1,647,247
SUBTOTAL EXPENDITURES	3,136,770	630,502	172,800	68,929	81,709	2,295	4,093,005
ESTIMATED ENDING FUND BALANCE	8,132	-	-	-	-	-	8,132

-
-
-
-

EXHIBIT A

	FY 25 CURRENT BUDGET	BUDGET AMENDMENT #2	FY 25 BUDGET AFTER AMENDMENT
<u>PARKLAND FEES</u>			
ESTIMATED BEGINNING FUND BALANCE	1,512,801		1,512,801
REVENUES:			
PERMITS AND FEES	125,000		125,000
INTEREST AND MISCELLANEOUS	40,000	-	40,000
SUBTOTAL REVENUES	165,000	-	165,000
EXPENDITURES:			
SERVICES, UTILITIES AND TRAINING	250,000	-	250,000
CAPITAL OUTLAY	13,000		13,000
LAND ACQUISITION	95,000	-	95,000
PROJECT ENGINEERING	627,687		627,687
CONSTRUCTION COSTS	107,050	271,050	378,100
SUBTOTAL EXPENDITURES	1,092,737	271,050	1,363,787
ESTIMATED ENDING FUND BALANCE	585,064	(271,050)	314,014

D Roll forward prior year budget

271,050



City Council Regular Meeting Staff Report

C. Approval/Disapproval of an Ordinance granting a Franchise Agreement between the City of Cibolo, Texas, and Waste Connections of Texas, LLC, dba Vaquero, an Exclusive Franchise Agreement for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Cibolo, Texas, prescribing the Terms, Conditions, Fees, Obligations, and Limitations to Occupy Public Property which such Franchise Shall be Exercised; providing for a 5-year term and one 5-year extension term, and authorizing the City Manager to execute the Franchise Agreement. (Mr. Reed/Ms. Miranda)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Ordinances Item: 10C.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

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

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

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

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

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

January 14, 2025..... City Council received a presentation on the solid waste franchise agreement and the need to seek competitive proposals, **because the current agreement will expire prior to July 28, 2025**. The City Council gave staff direction to proceed with a competitive process using the recommended scoring criteria.

April 5, 2025..... During the Strategic Management Workshop, the City Council was briefed on the top three (3) proposals in advance of the April 8th City Council meeting.

April 8, 2025..... City Council made a motion to proceed with a Solid Waste and Recycling Franchise Agreement between Waste Connections and the City of Cibolo for a 5-year term and one 5-year extension term and authorized the City Manager to negotiate the Agreement.

BACKGROUND:

Based on Texas Local Government Code and the City of Cibolo City Charter, the City issued a Request for Proposals (RFP) to solicit responses for selection of a vendor to contract for the collection, transportation, and disposal of municipal solid waste and recyclable materials for City of Cibolo. The RFP was posted on February 19, 2025, which included the franchise agreement. The City Attorney's Office reviewed and approved the form of the franchise agreement prior to the release of the RFP. The following five (5) vendors submitted sealed proposals by the published due date of March 20, 2025.

Bidder	Address, City, State, Zip Code
Frontier Waste Solutions	1999 Bryan St Ste 900,Dallas Texas 75201
Republic Services of San Antonio	4542 SE Loop 410, San Antonio, Texas 78222
Texas Disposal Systems, Inc	P.O. Box 17126 Austin, Texas 78760
Waste Connections of Texas, LLC	1296 Farm to Market 1516, San Antonio, Tx 78263
Waste Management of Texas, Inc.	4730 SE Loop 410, San Antonio, Texas 78217

Evaluation Process

The Evaluation Team evaluated each proposal based on the following factors as presented to the City Council at the January 14, 2025, Council meeting:

	Proposal Evaluation Criteria	Points
1.	Experience Providing Like-Services to Like-Sized Cities	7
2.	Financial Strength of Proposer	5
3.	Strength of Personnel at the Hauling Division	3
4.	Operational Plan in Narrative Format	10
5.	Safety Performance -TRIR and DART Scores	3
6.	Transition Plan in Detailed Narrative Format	15
7.	Emergency & Storm Management Plan	5
8.	Customer Service, Reporting, the use of GPS & Support	10

9.	Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	7
10.	Competitive Cost of Proposal	35
11.	Sub-Total	100
12.	Interviews	25
	Grand Total	125

After the evaluation of all proposals, the top three (3) ranked respondents were invited to participate in interviews on April 2, 2025, with the evaluation committee. Interviews were held with Republic Services of San Antonio, Frontier Waste Solutions, and Waste Connections of Texas. The evaluation committee was comprised of members from the City Manager's Office, Finance Department, Utility Billing, and Public Works.

At the April 8th City Council meeting, the City Council directed the City Manager to negotiate with Waste Connections of Texas because it was deemed the best value per the scoring criteria, including having the lowest cost. The PowerPoint illustrates the comparison of residential service fees from Republic Services of San Antonio, Frontier Waste Solutions, and Waste Connections of Texas for two levels of residential service delivery.

The new franchise agreement with Waste Connections of Texas will become effective on Monday, July 28, 2025, should the City Council adopt the ordinance. The proposed fee schedule is Exhibit A in the franchise agreement. It is important to note that solid waste and recycling rates have not increased (remained the same) since 2019.

Residential customer accounts have increased from 9,651 in 2019 to more than 11,600 in 2024. The proposed residential fees shown below in Table 1 will become effective July 28, 2025. As shown below, there is an additional fee for residential Household Hazardous Waste (HHW) service of \$1.50 per month, which will provide all residents with the ability to call in for "curbside" pick-up of their HHW materials at their home, rather than the current option of disposing of them twice per year at a central drop-off location. In addition, residents may pay for an additional cart of solid waste (garbage) and recycling should they need more than one 95-gallon toter cart per week. Lastly, with brush and bulk pick-up moving to once every two weeks, the City will discontinue the chipper service; instead, Waste Connections will remove up to 3 cubic yards of brush and bulk materials per household every two weeks on the same day as a resident's garbage and recycling service.

Table 1. Residential Solid Waste and Recycling Services Base Rates (with solid waste once per week and recycling once every other week) with Brush and Bulk Pick-up Every Other Week, plus Household Hazardous Waste Curbside and Optional Recycling Service Once Per Week.

Residential Base Rates	<u>2016</u>	<u>2017- 2018</u>	<u>2019- 2020</u>	<u>2021</u>	<u>2022- 2025-07</u>	<u>Proposed 2025-08</u>
1 - 95 Gallon Toter for Garbage and 1 - 95 Gallon Toter for Recycling	\$10.79	\$11.12	\$11.47	\$11.47	\$11.47	\$17.77
Household Hazardous Waste						\$1.50
Recycling 1*week (Optional in new Franchise Agmt.)	\$1.97	\$2.03	\$2.09	\$2.09	\$2.09	\$0.63
Total Cost of Service to City	\$12.76	\$13.15	\$13.56	\$13.56	\$13.56	\$19.90
City Franchise Fee (15% under current Franchise Agmt.; 10% under new Franchise Agmt. Effective 2025-08)	\$2.25	\$2.32	\$2.32	\$2.39	\$2.39	\$1.99
Chipper Service				\$0.50	\$1.00	\$0.00
Total Cost per Household	\$15.01	\$15.47	\$15.95	\$16.45	\$16.95	\$21.89

As reflected in Table 1, the chipper service and fee will be eliminated as of August 1st; in doing so, the chipper service will now be considered 'bulk pickup' and serviced every other week by Waste Connections and included in the solid waste fee. Residents will be allowed to have up to 3 cubic yards of brush and/or bulk materials picked-up curbside every other week.

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 lsamuelson@cibolotx.gov.

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the attached Ordinance granting a Franchise Agreement to Waste Connections of Texas, LLC, dba Vaquero, for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials, providing for a 5 year term and one 5 year extension term, establishing fees for service, and authorizing the City Manager to execute the Franchise Agreement.

FINANCIAL IMPACT:

The FY25 budget shows Solid Waste revenues estimated to be \$3,985,000. Based on this revenue, the City is showing an expense of \$3,387,250, which is payment to Republic Services. The difference is the City's 15% franchise fee, equaling \$597,750. 3% of gross revenue, or \$119,500 was budgeted to be transferred to the General Fund.

The preliminary budget forecast for FY26 estimates revenue to be \$3,120,000 for residential solid waste services, including the 10% franchise fee. The cost for these services is estimated to be \$2,836,400. The difference is \$283,640 for franchise fee on residential services. An additional \$120,000 in franchise fee revenue from commercial solid waste services is anticipated. Total franchise fee revenue is estimated to be \$403,640 with 30%, or \$121,100, going to the General Fund.

MOTION(S):

Move to adopt an Ordinance granting a Franchise Agreement to Waste Connections of Texas, LLC, dba Vaquero, for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials, and providing for a 5-year term and one 5-year extension term, and establishing fees for service.

The City Council may decide not to adopt the ordinance or to continue its consideration to the next available meeting.

Attachments

[Att 1 - Cibolo Municipal Solid Waste and Recycling Customer Rates 2025-07-28 through 2026-07-31.pdf](#)

[Att 2 - PowerPoint Presentation Solid Waste Franchise Agmt 2025-05-13.pdf](#)

[Att 3 Ordinance - Solid Waste Franchise Agmt with Waste Connections 2025-05-13.pdf](#)

[Att 4 Ord Exhibit A - Franchise Agmt with Waste Connections.pdf](#)

City of Cibolo Municipal Solid Waste and Recycling Rates to Customers

Customer Rates, including 10% Franchise Fee

July 28, 2025, through July 31, 2026

Residential Service

Single Cart Service	\$	19.55
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Service Includes: 1 - 95 gallon Solid Waste Cart (Serviced Weekly), 1 - 95 gallon Recycle Cart (Serviced Every Other Week) 3 Cubic Yard Bulk Pickup (Serviced Every Other Week)

Weekly Recycle Service (Optional)	\$	0.69
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Household Hazardous Waste at home pickup (Optional)	\$	1.65
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Additional 95 gallon Solid Waste Cart	\$	8.20
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Additional 95 gallon Recycle Cart	\$	3.30
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Holiday Special Collection	\$	0.00
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Unusual Accumulation Waste Collection	TBD
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To be calculated using 0.05% of homes - at 15 minutes each and 3yds/collection, to be determined by estimated time not portal to portal.

Rate per hour for vehicle (any type) and Crew	\$	220.00
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Disposal fee per yard collected (not per ton)	\$	55.00
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Small Commercial

One 95-gallon Solid Waste Cart 1 x week	\$	30.80
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One 95-gallon Solid Waste Cart 2 x week	\$	44.00
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One 95-gallon Solid Waste Cart 3 x week	\$	61.60
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Due to potential safety concerns related to a commercial site or concerns for security of provider's equipment/property, provider may provide multiple carts in lieu of a front load container. Customer will be charged for the front load equivalent (2 carts equal 1 yard) rather than for each individual cart, if lower.

City of Cibolo Municipal Solid Waste and Recycling Rates to Customers

Customer Rates, including 10% Franchise Fee

July 28, 2025, through July 31, 2026

Commercial Front Load

	Times serviced weekly						
	<u>1x</u>	<u>2x</u>	<u>3x</u>	<u>4x</u>	<u>5x</u>	<u>6x</u>	<u>xpu</u>
2 yard	\$100.21	\$142.70	\$185.20	\$227.68	\$270.22	\$312.77	\$ 60.50
3 yard	\$112.79	\$162.66	\$212.52	\$262.38	\$312.24	\$362.10	\$ 71.50
4 yard	\$127.78	\$185.01	\$242.23	\$299.46	\$356.68	\$413.91	\$ 82.50
6 yard	\$153.22	\$225.18	\$297.14	\$369.09	\$441.06	\$513.01	\$ 93.50
8 yard	\$181.63	\$268.48	\$355.00	\$441.69	\$528.39	\$615.09	\$ 93.50
Recycle - 6 Yard	\$145.42	\$213.73	\$282.03	\$350.33	\$418.64	\$486.64	\$ 93.50

Casters (per month, per container)	\$ 16.50
Locks (per collection, per container)	\$ 11.00
Enclosures (per collections, per container)	\$ 5.50
Overage (per yard)	\$ 38.50

Emergency or Disaster Management

Rate per hour for Roll Off truck and Container	\$ 220.00
Rate per hour for Grapple Truck	\$ 220.00
Rate per hour for Rear Load Truck and Crew	\$ 275.00
Disposal Fee per ton collected	\$ 66.00

ROLL-OFF CONTAINERS

Temporary - Roll-Off

Relocate/Block Fee	\$ 82.50				
	Delivery	Daily Rental	Haul Rate	Disposal /ton	
20 yard	\$ 133.10	\$ 5.50	\$ 390.50	\$ 60.50	
30 yard	\$ 134.20	\$ 5.50	\$ 412.50	\$ 60.50	
40 yard	\$ 135.30	\$ 5.50	\$ 434.50	\$ 60.50	

Permanent - Roll-Off

Relocate/Block Fee	\$ 82.50				
	Delivery	Daily Rental	Haul Rate	Disposal /ton	
20 yard	\$ 133.10	\$ 5.50	\$ 390.50	\$ 60.50	
30 yard	\$ 134.20	\$ 5.50	\$ 412.50	\$ 60.50	
40 yard	\$ 135.30	\$ 5.50	\$ 434.50	\$ 60.50	

Roll-Off - Compactor

Wash Out Fee	\$ 275.00				
		Monthly Rental	Haul Rate	Disposal /ton	
30 yd SC**		\$ 605.00	\$ 577.50	\$ 60.50	
35 yd SC**		\$ 605.00	\$ 588.50	\$ 60.50	
40yd Receiving Container***		\$ 275.00	\$ 599.50	\$ 60.50	

Overage (per ton)	\$ 88.00
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Ordinance for an Exclusive Franchise Agreement for Municipal Solid Waste and Recycling Services

May 13, 2025

Council Action



Approval/Disapproval of an Ordinance granting a Franchise Agreement to Waste Connections of Texas, LLC, dba Vaquero, for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Cibolo, Texas, providing for a 5-year term and one 5-year extension term, establishing fees for service, and authorizing the City Manager to execute the Franchise Agreement.

FRANCHISE HISTORY

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

Key Dates



January 14 – Presentation to Council for direction, including scoring criteria to drive best value

February 19 – Issued an RFP for Solid Waste and Recycling Services

March 20 – Received 5 proposals

Evaluation team reviewed proposals, consultant performed cost analysis

April 2 – Interviewed Top 3 contractors based on rating criteria and asked for Best and Final offers

April 5 – Review selection with City Council

April 8 – Council select preferred vendor and to authorize City Manager to negotiate a final agreement

May 13 – Council to consider approval of Franchise Agreement

July 28 – New solid waste provider begins service

Recommended Scoring Criteria (1/14/2025)

At the January 14th meeting, City Council concurred with the multi-facets scoring criteria to drive best value, while cost is heavily weighted.

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

Recommended Scoring Criteria (1/14/2025)

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

Scoring Summary



	Waste Connections	Republic	Frontier	Waste Management	Texas Disposal Systems
Experience	5.25	6.50	5.25	5.50	5.75
Personnel and Safety Performance	4.25	4.75	4.75	4.50	4.00
Operational and Transition Plan	21.25	21.50	21.50	21.00	20.00
Compliance	10.00	9.50	10.25	9.75	6.75
Customer Service and use of Technology	8.50	7.75	9.00	8.50	9.25
Emergency Management Plan	4.00	4.75	3.50	3.75	3.25
Cost	35.00	32.37	30.23	30.58	25.30
Total	88.25	87.12	84.48	83.58	74.30

Top Three Respondents were interviewed on April 2, 2025

Evaluation Notes – Waste Connection

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District Office located in Seguin and experienced leadership team

State-of-art automated side-load vehicles (ASLs) and RFID chips in carts for tracking

Dedicated transition team at the City during 90-day transition period and robust community engagement and education support

Customer Call Center and mobile app for real-time service notifications, schedule reminders, and direct customer support

Free mulch program and landfill access (~39 miles one-way)

Very competitive cost proposal

Pricing Summary – Residential Service

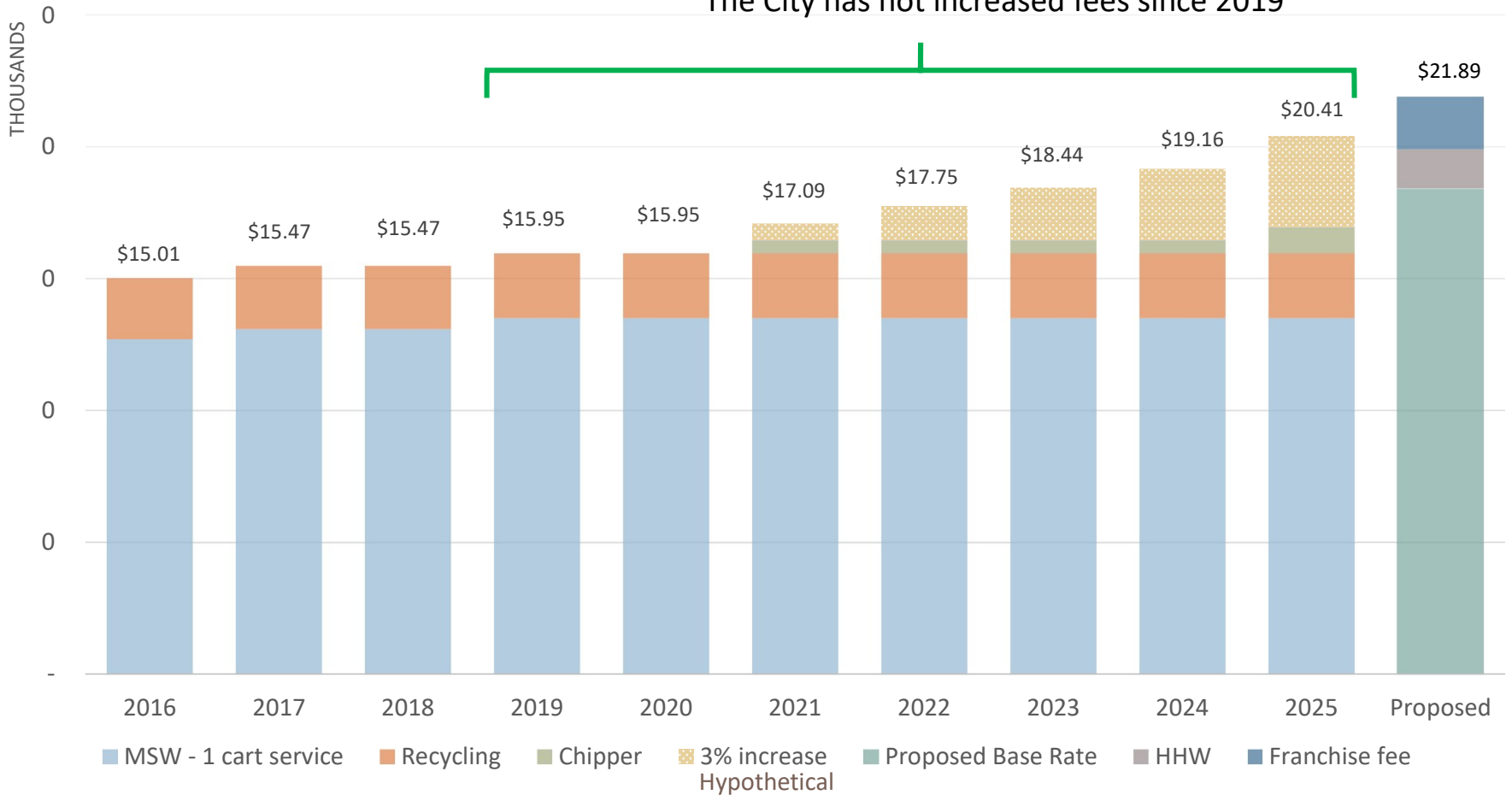


Residential Base Rates (Best and Final Offers)	Waste Connections	Republic	Frontier
MSW Collection 1 x week in 95-gallon cart- Recycling Collection 1 x every other week in 95-gallon cart Bulk and Brush collect 1 x every 2 months	\$17.53	\$18.90	\$18.75
OR			
MSW Collection 1 x week in 95-gallon cart- Recycling Collection 1 x every other week in 95-gallon cart Bulk and Brush collect 1 x every other week	\$17.77	\$19.85	\$18.75
Household Hazardous Waste – curbside once per month (Optional)	\$1.50	\$1.50	\$1.25
Recycling collection 1x week in 95-gallon cart (Optional)	\$0.63		
Total Cost of Service to City	\$19.90		
City Franchise fee (10%)	\$1.99		
Total Cost per Household (excl. sales tax)	\$21.89		

Residential Rate History



The City has not increased fees since 2019



Pricing Summary – Commercial Service



- Base Rates, which are the fees paid to the Contractor, are provided in Exhibit A in the Franchise Agmt., which is attached to the Ordinance
- Customer Rates, which includes a 10% franchise fee, for All Commercial Services are provided in Attachment 1 to this agenda item. The rates below reflect Customer Rates with the 10% franchise fee

Small Commercial

One 95-gallon Solid Waste Cart 1 x week	\$	30.80
One 95-gallon Solid Waste Cart 2 x week	\$	44.00
One 95-gallon Solid Waste Cart 3 x week	\$	61.60

Due to potential safety concerns related to a commercial site or concerns for security of provider's equipment/property, provider may provide multiple carts in lieu of a front load container. Customer will be charged for the front load equivalent (2 carts equal 1 yard) rather than for each individual cart, if lower.



Overview of Major Terms in Franchise Agreement

General Contract Residential Provisions



- All Residential customers will receive new 95 gallon carts (Section 4.15) and damaged carts shall be replaced for free during the term, but lost or stolen carts will be replaced for a \$75 fee.
- Trucks equipped with GPS tracking software and camera equipment
- Customer communication/complaints will be handled directly by Waste Connections.
 - Resolution monitored by staff with daily, weekly, and monthly reports
- 5 year contract with optional one additional 5 year term
- Ability to audit reports (Article XIV. Record Keeping/Inspect)

Annual Base Rate Adjustment Provisions



3.2 Modification of Rates. Base Rates charged by Contractor for services will remain fixed and will not be adjusted until August 1, 2026. Commencing on August 1, 2026, and continuing annually on the first day of each Agreement Year thereafter, Contractor may adjust the Base Rates (each an “**Annual Adjustment**”), subject to the following:

- a) Not later than the later of (i) June 1st prior to the effective date of the Annual Adjustment, and (ii) the fifth (5th) business day after publication of the CPI described in Section 3.2(b)(1), below, Contractor must provide City written notice of the new schedule of Base Rates for the immediately following Agreement Year based on the Annual Adjustment, which notice must include a copy of the new Base Rates schedule (the “**Adjustment Notice**”);
- b) Each Annual Adjustment shall not result in an increase in the Base Rates exceeding the lesser of:
 - 1) The percentage increase in the CPI for the twelve-month period ending on the April 30th immediately prior to the effective date of the Annual Adjustment; and
 - 2) Five Percent (5%) of the then current Base Rates;

Annual Base Rate Adjustment Provisions



3.2 **Modification of Rates.** (continued)

- c) If the percentage change in the CPI for the twelve-month period ending on the May 31st before the effective date of the Annual Adjustment would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following Agreement Year;
- d) If Contractor fails to timely deliver the Adjustment Notice as provided in Section 3.2(a), the Base Rates shall not be adjusted for the immediately following Agreement Year; and
- e) If no Annual Adjustment is applied to an Agreement Year following Contractor's failure to timely deliver an Adjustment Notice to City, the Annual Adjustment for the following Agreement Year shall continue to be based on the percentage change in CPI for the twelve-month period ending on the May 31st prior to the first day of the next Agreement Year (i.e., there is not "catch-up" for the missed increase).

NOTE: **Section 3.3 (Regulatory Rate Adjustment)** provides the Contractor the right to petition the City for additional payment rate adjustments based on "certain unusual and unanticipated changes."

Annual Base Rate Adjustment Provisions



- 3.4 Disposal Fees.** Notwithstanding anything herein to the contrary, Contractor may pass through and the customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
- The Contractor is subject to the Texas Commission on Environmental Quality's (TCEQ) *Municipal Solid Waste Quarterly Report Requirements and Disposal Fee*. Currently, this fee is \$0.94 per ton.
 - **What Is This Fee?** Facilities that dispose of municipal solid waste (MSW) or process MSW for disposal are required to pay a fee to the Texas Commission on Environmental Quality (TCEQ) for all waste disposed within the state. Two types of facilities are required to report each quarter the amounts of waste received and to pay a fee: a) MSW landfills; and b) Facilities that process (excluding "transfer") MSW or medical waste for disposal.
 - Covers TCEQ's costs related to MSW permitting and enforcement programs

Residential Solid Waste and Recyclable Service Provisions



4.2 Residential Municipal Solid Waste Collection.

- a) Contractor will provide one (1) time per week collection of Acceptable Waste with the Contractor supplying one 95-gallon poly cart per residence.
- b) The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past.

4.4 Residential Collection of Recyclable Materials.

- a) Contractor will provide one (1) time per week collection of Recyclable Materials, on the same day that MSW is collected with the Contractor supplying one 95-gallon poly cart per residence.
- b) Recyclable Materials must be placed in the Residential Unit's Contractor-supplied Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container.

Residential Brush/Bulk and HHW Service Provisions



- 4.8 Residential Brush/Bulk Collection.** Contractor will collect Brush and Bulky Materials once every other week on the same day the Residential Unit receives MSW and Recycling collection. Contractor shall not be obligated to collect Brush Materials set out for collection that:
- a) Contains limbs exceeding four (4) feet in length or four (4") in diameter;
 - b) Is not stacked at the curb in such a manner that Contractor's employee can reasonably and safely lift the material into the collection vehicle;
 - c) Is not Debris resulting from the services of a Commercial Tree Service Provider;
 - d) Does not consist of more than three (3) cubic yards of Brush and Bulky materials per collection;
 - e) Is a White Good or other appliance designed to contain freon or other refrigerant materials that has not been tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection as required by Section 4.12.
- 4.9 Household Hazardous Waste Collection.** Contractor shall provide a program to collect Household Hazardous Waste from Residential Customers at their residences on a call-in basis....

Residential Special Service Provisions



- 4.12 Residential Unusual Accumulation Collection.** When a Customer desires a collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to Customer's payment of a fee for such collection to Contractor reflecting a cost per hour for the use of the Collection vehicle, plus applicable disposal, as set forth in Exhibit A hereto. Any additional fees that might be charged by Contractor to a Customer for services that will be rendered over and above the requirements of the Agreement will be determined after visual inspection by Contractor's supervisor, and such fees must be approved by the Customer prior to commencing work.
- 4.16 Special Needs Waste Placement for Collection Assistance,** If the City Administrator determines that all residents of a Residential Unit are physically disabled or because of age or verified physical limitations cannot safely move their Carts to the curb for collection, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied ("**Special Needs Collection**").... The City Administrator may either approve or reject a Contractor's determination to not provide Special Needs Collection for a qualified Residential Customer. The rate for Special Needs Collection shall be the same as a regular collection.

Commercial Service Provisions



- 4.19 Small Businesses Garbage Collection.** Collections from all Small Business Garbage Generators shall be performed at least weekly on the same day and at approximately the same time each week using 95-gallon Carts provided by Contractor. If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 95-gallon Recycling Cart to be collected once per week on the same day as the collection of the Waste Cart.
- 4.20 Front End Loader and Roll Off Container Collection.** Prior to the beginning of the Agreement, Contractor shall provide new Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Agreement.



Customer Service Provisions

- 5.5 Complaints.** Customer complaints, including complaints for missed collections, shall be directed to Contractor. At the end of each business day and, in the case of complaints received on a Saturday, Sunday, or a Holiday, on the immediately following business day. Contractor shall email to City a summary of Customer complaints received on that day setting forth at least the following relating to each complaint:
- a) The address of the Customer making the complaint;
 - b) The time the call or e-mail was received from the Customer;
 - c) Whether the Customer is a Residential, Commercial, or Industrial Customer;
 - d) A summary of the follow-up action taken by Contractor to resolve open complaints from the same or prior days, including the date of the original complaint, the date(s) and time(s) of subsequent communications with the Customer regarding the complaint, the name of Contractor's employee(s) who interacted with the Customer regarding the complaint, a summary of the contents of the communications between Contractor's employee(s) and the Customer, and the date when Contractor has deemed the complaint to be resolved and closed.



Vehicle and Equipment Provisions

5.6 Collection Vehicles and Equipment. All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be provided by Contractor and comply with the following:

- a) All vehicles shall be not older than four (4) model years on the Commencement Date and not older than ten 10 model years at any time during the term of this Agreement; and
- g) Contractor shall place the appropriate customer service telephone number on all collection trucks.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Agreement (the “**Equipment Inventory**”).

4.20 Front End Loader and Roll Off Container Collection. Prior to the beginning of the Agreement, Contractor shall provide new Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Agreement.



Monthly Reports to City Provisions

6.1 Monthly Reports. Not later than the tenth (10th) of each month during the term of this Agreement, Contractor shall deliver to the City Administrator in the agreed format a report relating to the collection activity during the prior calendar month ("Monthly Reports"). Monthly Reports shall include route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected and contain, as a minimum...

(k) List of Customer complaints received by Contractor either directly or forwarded by City, arranged and listed by category, including the date the complaint was received, the address of the complainant, the address of the property about which the complaint was made (if different than Customer's address, name of the complainant, nature of the complaint, how the complaint was resolved, the date the complaint was resolved when the complainant was contacted about the resolution of the complaint, and if the complaint has not been resolved as of the date of the Monthly Report, when and how Contractor expects the complaint to be resolved.

Annual Reports to City Provisions



6.3 Annual Reports. No later than November 1st after the end of each Agreement Year, Contractor shall submit to the Agreement Administrator an annual report (the “**Annual Report**”) covering the immediately preceding Agreement Year and include at least the following information:

The obligation to submit the Annual Report for the last Agreement Year shall survive the termination or expiration of this Agreement. City may withhold payment of balances due to Contractor at the end of the Agreement until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting requirements.



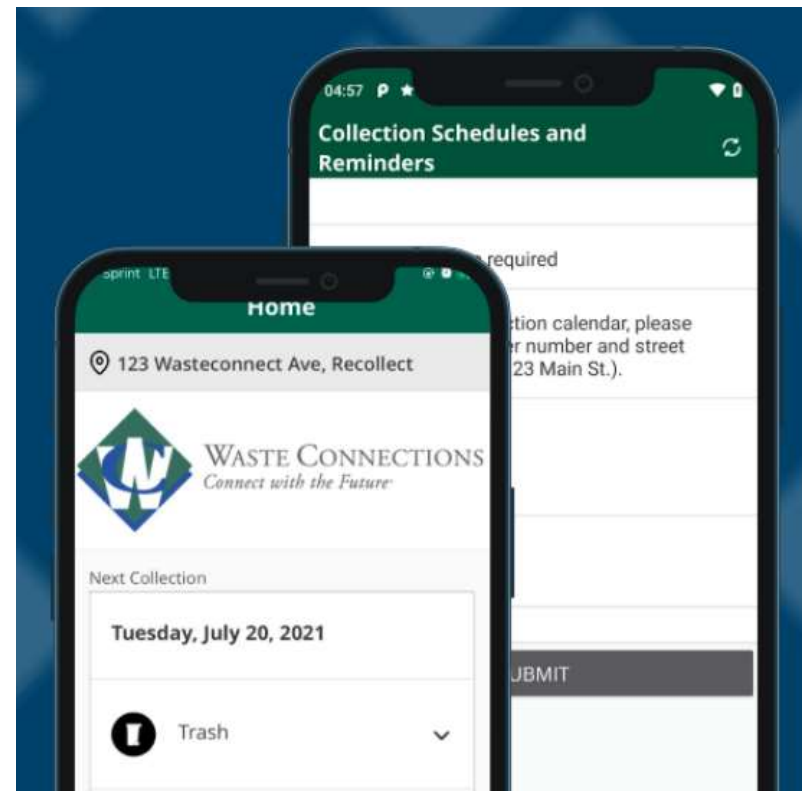
Customer Support Provisions

8.2 Contractor's Office and Customer Support.

- a) Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 7:00 P.M. Central Time; and (ii) Saturday between 9:00 A.M. and 3:00 P.M. Central Time;
- b) Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days; and
- c) When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

Waste Connections' Mobile App

- **With the WasteConnect Mobile App you can:**
 - ✓ Sign-up for waste collection reminders
 - ✓ Receive Service Alerts for collection delays
 - ✓ Search how to properly dispose of materials



Transition effective 7/28/2025



- Billing
 - City shall provide billing for Residential customers (Section 11.1)
 - Waste Connections shall provide billing Commercial customers (Section 11.3)
 - Vendor will meet with each customer account to review current trash and recycling services and make changes if requested/needed
- Chipping Service
 - City will no longer provide services to residents, because of Brush and Bulk Pick-up every other week. This provides residential customers with 3 cubic yards each time.
- Customer communication
 - Flyers, website, community events, etc...



Franchise Fees

- Current franchise fee is 15%
 - The FY25 budget shows Solid Waste revenues estimated to be \$3,985,000. Based on this revenue, the City is showing an expense of \$3,387,250, which is payment to Republic Services. The difference is the City's 15% franchise fee, equaling \$597,750.
 - 3% of gross revenue, or \$119,500 was budgeted to be transferred to the General Fund.
- Proposed franchise fee is 10%, reduced from current 15%
 - The preliminary budget forecast for FY26 estimates revenue to be \$3,120,000 for residential solid waste services, including the 10% franchise fee. The cost for these services is estimated to be \$2,836,400. The difference is \$283,640 for franchise fee on residential services.
 - An additional \$120,000 in franchise fee revenue from commercial solid waste services is anticipated.
 - Total franchise fee revenue is estimated to be \$403,640 with 30%, or \$121,100, going to the General Fund.



Recommendation

Staff recommends the City Council adopt the attached Ordinance granting a Franchise Agreement to Waste Connections of Texas, LLC, for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials, providing for a 5 year term and one 5 year extension term, establishing fees for service, and authorizing the City Manager to execute the Franchise Agreement.

Council Action



Approval/Disapproval of an Ordinance granting a Franchise Agreement to Waste Connections of Texas, LLC, dba Vaquero, for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Cibolo, Texas, providing for a 5-year term and one 5-year extension term, establishing fees for service, and authorizing the City Manager to execute the Franchise Agreement.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS, AMENDING ORDINANCE 1134 AND GRANTING WASTE CONNECTIONS OF TEXAS, LLC, DBA VAQUERO, AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF CIBOLO ,TEXAS; PRESCRIBING THE TERMS, CONDITIONS, FEES, OBLIGATIONS, AND LIMITATIONS TO OCCUPY PUBLIC PROPERTY WHICH SUCH FRANCHISE SHALL BE EXERCISED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, PROVIDING A SEVERABILITY AND REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Cibolo, Texas, is a Home Rule Municipality located in Guadalupe County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to its adopted City Charter and all applicable laws and enabling legislation of the State of Texas; and

WHEREAS, Texas Health and Safety Code Chapters 361and 363 provides for the regulation and disposal of municipal solid waste and authorizes a municipality to contract for the operation of a solid waste management system to ensure public health, safety, and welfare; and,

WHEREAS, the City of Cibolo, Texas, is governed by a Home Rule Charter that was approved by the Citizens of Cibolo in a duly called election held on September 11, 2024; and

WHEREAS, the City of Cibolo, Texas, Section 10.01 of the Home Rule Charter authorizes the City Council to establish franchises for public services and utilities and Section 10.02 permits franchises to be granted by ordinance for a term of up to ten (10) years from the date of the grant, renewal, or extension; and

WHEREAS, in 2017, Republic Services acquired Bexar Waste and assumed the remainder of the ten-year franchise agreement awarded to Bexar Waste on July 28, 2015, by Ordinance 1134 and assigned to Republic Services (aka BFI Waste) on June 27, 2017, by motion, expiring on July 28, 2025; and,

WHEREAS, the rates and service options specific by Ordinance 1134 expire on July 28, 2025; and

WHEREAS, the City determined that it was in the best interests of the City and its citizens to solicit proposals for the award of a new franchise agreement for the collection, transportation, and disposal of Municipal Solid Waste and Recyclable Materials within the corporate limits in order to ensure the public health, safety, and welfare; and,

WHEREAS, on May 13, 2025, the City Council conducted a public meeting to consider the matter; and,

WHEREAS, having completed the competitive proposal process, the City has determined that it is in the best interest of the City and its citizens and to promote public health, safety and general welfare to award a franchise agreement to Waste Connections of Texas, LLC.

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

Section 1. Incorporation. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as part of the judgment and findings of the City Council.

Section 2. Ordinance Provisions. The Exclusive Franchise Agreement for the Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Cibolo, Texas (hereinafter the “Agreement”), attached hereto, upon execution, as Exhibit A and incorporated herein for all purposes is hereby approved; and the City Manager is hereby authorized, on behalf of the City, to execute the Agreement and any other ancillary instruments and documents as may be reasonably necessary to effectuate the intent of this Ordinance.

Section 3. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Cibolo, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any renumbering shall be made as necessary in the City’s Code of Ordinances as necessary.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. Public Meeting. That it is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage and any publication requirements.

PASSED, APPROVED and ADOPTED ON this ____ day of _____, 2025.

CITY OF CIBOLO, TEXAS

Mark Allen, Mayor

ATTEST:

Peggy Cimics, City Secretary

Exhibit “A”

Exclusive Franchise Agreement for the Collection, Transportation and Disposal of Municipal
Solid Waste and Recyclable Materials in the City of Cibolo, Texas

MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION, TRANSPORTATION, AND DISPOSAL FRANCHISE AGREEMENT

(Residential, Commercial, and Industrial Customers)

This Exclusive Franchise Agreement for the **Collection, Transportation, and Disposal of Municipal Solid Waste and Recyclable Materials** (“**Agreement**”), is entered as of the Effective Date by and between the **City of Cibolo** (hereinafter called “**City**”), a Texas home rule municipality, and **Waste Connections of Texas** (hereinafter called “**Contractor**”), a Texas corporation, acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as “**Parties**” and individually as “**Party**.”)

RECITALS

WHEREAS, City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Municipal Solid Waste and Recyclable Materials kept and accumulated by residential commercial (non-residential) developments; and

WHEREAS, Contractor is engaged in the business of collection, transportation, and disposal of Municipal Solid Waste and Recyclable Materials and is familiar with City’s requirements and its Solid Waste and Recycling services; and

WHEREAS, City has determined Contractor to be qualified to provide Municipal Solid Waste and Recyclable Materials collection, transportation, and disposal service upon the terms and conditions and for the consideration set forth in this Agreement; and

WHEREAS, City has determined through a competitive process in accordance with State law that the Contractor provides the best value for Municipal Solid Waste and Recycling services for City’s residents and businesses; and

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential and commercial Municipal Solid Waste and Recyclable Materials, over, upon, along, and across City’s present and future streets, alleys, bridges, and public properties subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection, transportation, and disposal of residential and commercial Municipal Solid Waste and Recycling Material, over, upon, along, and across City’s present and future streets, alleys, bridges, and public properties subject to the terms of this Agreement; and

WHEREAS, Contractor has agreed to reimburse City for the development of the RFP 25-502-12 and other Agreement Documents in accordance with Section 8.1(f) of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings herein contained and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

I. GRANT OF CONTRACT AND FRANCHISE; TERM

- 1.1 **Grant of Agreement and Franchise.** To the extent allowed by law, City hereby grants to Contractor:
- (a) The sole right, duty, and privilege within City's incorporated limits to conduct business for the purpose of collection, transportation, and disposal of Municipal Solid Waste Materials, Construction and Demolition Debris, and Recyclable Materials during the Term of this Agreement from all Residential, Commercial, and Industrial Customers located within City's incorporated limits; and
 - (b) The sole right, duty, and privilege to collect Municipal Solid Waste and Recyclable Materials during the Term of this Agreement from all Municipal Facilities.
- 1.2 **Initial Term.** The Initial Term of this Agreement shall commence on July 28, 2025 (the "**Commencement Date**") and shall end on July 27, 2030, at 23:59 hours (the "**Expiration Date**"), unless otherwise terminated earlier or extended as provided herein.
- 1.3 **Extension Term.** City may extend the Initial Term for one (1) additional five (5) year term beginning July 28, 2030, upon the same terms and conditions set forth in this Agreement. Notice of the extension of the Term of this Agreement for the Extension Term must be delivered in writing by City to Contractor between July 28, 2029, and August 30, 2029. Notwithstanding anything regarding City's exercise of the Extension Term, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, the Extension Term, solicit bids or proposals for contracting for the collection, transportation, and disposal of Municipal Solid Waste, Construction, and Demolition Debris, and Recyclable Materials or such other services provided for herein for a period commencing after the Expiration Date, as originally established and/or extended by the Extension Term, if applicable.

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II. DEFINITIONS

The words and phrases used in this Agreement shall have the following meanings unless the context indicates a different meaning:

“Agreement Administrator” means City’s City Manager or the City Manager’s designee responsible for actively interacting with Contractor to achieve this Agreement’s objectives; monitoring this Agreement to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Agreement related problems on behalf of City; incorporating necessary modifications or changes into this Agreement; mediating and expediting timely resolution of customer/Contractor issues, and other duties necessary to implement this Agreement.

“Agreement Documents” means, collectively, (a) this Agreement, all Exhibits attached hereto, and any amendments to this Agreement; (b) the RFP #25-502-12, and (c) Contractor’s Proposal, including Best and Final Offer.

“Agreement Year” means each twelve-month period during the Term of this Agreement beginning on August 1st.

“Bag” means a plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

“Brown Kraft Bag” means a heavy brown paper bag with a capacity of approximately 30 gallons used for disposal of Yard Waste.

“Brush” means any cuttings or trimmings from trees, shrubs, lawns, and similar materials not exceeding four (4) feet in length or four inches (4”) in diameter. The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

“Bulky Waste” means large rubbish items including, but not limited to, White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

“Business Day” means a day that is not a Saturday, Sunday, or Holiday.

“City” The City of Cibolo, Texas.

“City Facility” means a property owned, leased, and/or operated by City.

“Collection” means the act of removing from a Customer’s property (i) Waste in any form for transport to a Disposal Facility, (ii) Recyclables for transport to a Recycling Facility, and/or (iii) Composting Materials for transport to a Composting Facility, if composting is included in the scope of services.

“Collection Area” means that portion of City’s corporate limits in which Contractor provides collection services as described in the Agreement Documents.

“Commercial Unit” means a commercial business or establishment, including, but not limited

to, a store, office, restaurant, warehouse, and other nonmanufacturing facility, premises, location, or entity, public or private, within City's corporate limits.

"Commercial Waste" means all types of Solid Waste generated by Commercial Units, excluding Residential Waste and Industrial Waste.

"Commercial Service Provider" means a person or business entity that provides for compensation tree limb cutting and removal, or complete tree and stump removal services.

"Compactor Unit" means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse, or garbage, whether stationary or mobile.

"Construction and Demolition Debris" means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

"CPI" means the Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), <https://www.bls.gov/news.release/cpi.t02.htm>, published by the United States Department of Labor, Bureau of Labor Statistics ("**BLS**"); or, if the BLS ceases to publish the CPI, such other index the Parties agree provides an equally authoritative measure of inflation and the change in the purchasing power of the U.S. dollar as it relates to the provision of solid waste collection services in the United States.

"Container" means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

"Contractor's Proposal" means Contractor's response to the RFP 25-502-12 released by City on February 19, 2025, and submitted March 20, 2025, , the original of which is retained in the office of City's City Secretary in hardbound or electronic format and is incorporated herein by reference.

"Curbside" means (i) in the case of a street or highway with a defined asphalt or concrete curb establishing a vertical boundary separation between a roadway and an adjacent lot or tract, the area within three (3) feet of the curb that provides primary access to the Unit as designated by City; and (ii) in the case of a street or highway that is not constructed with a curb, the area within three (3) feet of the edge of the paved area of the street or highway that provides primary access to the Unit as designated by City; and (iii) with respect to a Unit where the placement of Waste for collection at defined in (i) or (ii), whichever is applicable, interferes with or endangers the movement of vehicles or pedestrians, such other place as close to the Unit's adjacent roadway as approved by the Agreement Administrator.

"Customer" means the owner or tenant of a Unit located within City and identified by City as being eligible for and in need of the services provided by Contractor under this Agreement.

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to containers of larger sizes (i.e., “roll-offs”).

“Disposal Facility” means a Class 1 Municipal Solid Waste landfill permitted by the TCEQ identified in Contractor’s response to the RFP or such other permitted Class 1 Municipal Solid Waste landfill as may be approved by City during the term of this Agreement, which approval shall not be unreasonably withheld, delayed, or denied.

“Disaster Event” means an event or occurrence, including, but not limited to, wildfires, storms, floods, fires, tornados, earthquakes, train derailments, airplane crashes, and similar events determined by the City Manager to have caused widespread damage and destruction to personal property.

“Disaster Debris” means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster Event that are generated by anyone affected by a Disaster Event.

“Emergency and Disaster Management Plan” means The Contractor’s operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event or an Emergency Event, and when Contractor is selected to provide such additional services as those with rates in in Exhibit A.

“Disposal” means the disposition, injection, dumping, spilling, leaking, or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

“Excluded Waste” means Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction and Demolition Debris, Special Waste, and other types of Waste expressly excluded from this Agreement.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease, and bones; paper which has been contaminated with food, fat, or grease; and compostable paper including paper towels, paper plates, tissue, and waxed paper.

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“Generator” means a person or municipality that produces or creates Municipal Solid Waste.

“Hazardous Waste” means any Solid Waste identified or listed as hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, (42 U.S.C. S6901, et, seq., as amended).

“Holiday” means New Year’s Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” or **“HHW”** means items that have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas and shall include, but not be limited to, outdoor insecticides and fertilizers, automotive products, household insecticides and maintenance chemicals, paint products and other items including electronics, small batteries, vehicle batteries, and lamps.

“Industrial Unit” means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of City.

“Industrial Waste” means Solid Waste resulting from or incidental to any process of industry or manufacturing, mining, or agricultural operations.

“Large Dead Animals” means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with healthcare activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood, and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste (MSW): means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

“Non-Recyclables” means any materials in the Single Stream Materials or Recyclables that are not Recyclables.

“Offal Waste” means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing, and packing plants, rendering plants, and fertilizer plants.

“Overage”: As to Residential Units, any Waste, Recyclables, Brush or Bulky Waste placed curbside for collection above the volumes permitted by this Agreement that the Customer has not requested the Contractor collect for a fee as an Unusual Accumulation, and as to Commercial Units, any Waste located outside the Dumpster or equipment regularly used for such waste collection service or more than the applicable weight limits of the Dumpster or equipment. The Contractor shall have the right to take a digital photo of the Overage.

“Performance Bond” means a corporate surety bond that guarantees compensation to City if it must assume the obligations and/or duties of Contractor to continue the service as defined in the Agreement Documents.

“Permit” means a permit issued by the State of Texas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance, and permit renewal.

“Poly Cart” means a 95-gallon poly cart plastic container provided by Contractor, clearly marked for MSW or Recycling, equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor’s collection vehicles. The terms “Cart” and “Wheeled Container” shall be considered interchangeable.

“Processing” means recycling of Single Stream Materials at a properly permitted Recycling Facility.

“Recyclable Material” or “Recyclables” means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material. “

“Residential Recyclables” include, but are not limited to, juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

“Recycle” or “Recycling” means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, or, plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term “Recycling Facility” shall not mean transfer stations, municipal solid waste landfills, composting facilities, or resource recovery facilities.

“Refuse” means the same as Rubbish.

“Request for Proposal” or “RFP” means City’s “Request for Proposals #25-502-12 for Solid Waste and Recycling Services” issued by City on February 19, 2025, a true and correct copy of which is on file in the office of City’s City Secretary and incorporated herein by reference.

“Residential Construction Debris” means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, roofing shingles, or waste generated as a result of contractor services used for the activities herein described.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed at Curbside by Customers residing in Single-Family Structures for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Unit” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied to the Residential Unit. Each condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a separate Residential Unit.

“Residential Waste” means all Refuse, Garbage, Rubbish, Brush and Bulky, and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-off Container” means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of collection and transport to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

“Rubbish” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Small Business Garbage Generator” means a commercial business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi- solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-

pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

“Stable Matter” means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

“Structure” means all single-family homes, multi-family dwellings, and Small Businesses, included in the specifications, and City Facilities that City may at its sole discretion include in this Agreement.

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, or any legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

“Unit” means, collectively, Residential Units, Commercial Units, and Industrial Units.

“Unusual Accumulation” means any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and brush waste. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

“Vegetable Waste” means putrescible solid waste resulting from the processing of plants for food by a commercial establishment such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in food service establishments.

“Waste” or “Waste Materials” means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

“White Goods” means refrigerators, stoves and ranges, water heaters, clothes washers and dryers, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by Refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.

III. RATES

3.1 Base Rates. For the services provided by Contractor pursuant to this Agreement, Contractor is authorized to charge and shall receive from City the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference (“**Base Rates**”). The Base Rates are subject to adjustment from time to time as provided in Section 3.2., below.

3.2 Modification of Rates. Base Rates charged by Contractor for services will remain fixed and will not be adjusted until August 1, 2026. Commencing on August 1, 2026, and continuing annually on the first day of each Agreement Year thereafter, Contractor may adjust the Base Rates (each an “**Annual Adjustment**”), subject to the following:

- (a) Not later than the later of (i) June 1st prior to the effective date of the Annual Adjustment, and (ii) the fifth (5th) business day after publication of the CPI described in Section 3.2(b)(1), below, Contractor must provide City written notice of the new schedule of Base Rates for the immediately following Agreement Year based on the Annual Adjustment, which notice must include a copy of the new Base Rates schedule (the “**Adjustment Notice**”);
- (b) Each Annual Adjustment shall not result in an increase in the Base Rates exceeding the lesser of:
 - (1) The percentage increase in the CPI for the twelve-month period ending on the April 30th immediately prior to the effective date of the Annual Adjustment; and
 - (2) Five Percent (5%) of the then current Base Rates;
- (c) If the percentage change in the CPI for the twelve-month period ending on the May 31st before the effective date of the Annual Adjustment would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following Agreement Year;
- (d) If Contractor fails to timely deliver the Adjustment Notice as provided in Section 3.2(a), the Base Rates shall not be adjusted for the immediately following Agreement Year; and
- (e) If no Annual Adjustment is applied to an Agreement Year following Contractor’s

failure to timely deliver an Adjustment Notice to City, the Annual Adjustment for the following Agreement Year shall continue to be based on the percentage change in CPI for the twelve- month period ending on the May 31st prior to the first day of the next Agreement Year (i.e., there is not “catch-up” for the missed increase).

- 3.3 **Regulatory Rate Adjustment.** Contractor may petition City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations, including, but not limited to, new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annual reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Agreement not earlier than 180 days after providing written notice to City.
- 3.4 Notwithstanding anything herein to the contrary, Contractor may pass through and the customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).

IV. SERVICE SPECIFICATIONS

- 4.1 **General/ Service Agreements.** The work to be performed by Contractor pursuant to this Agreement consists of collection, transportation, and disposal, at its own expense, of Municipal Solid Waste and Recyclable Materials collected from Residential Units, Commercial Units, and Industrial Units, plus Construction and Demolition Debris, within the corporate limits of City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment and transportation necessary to meet the requirements of this Agreement.
- 4.2 **Residential Municipal Solid Waste Collection.**
- (a) Contractor will provide one (1) time per week collection of Acceptable Waste with the Contractor supplying one 95-gallon poly cart per residence.
 - (b) The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past.
 - (c) All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week. This service will be provided Monday through Friday.

- (d) Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside or at the front of the home in the area of the drainage ditch (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if they believe the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.
- (e) Collection of waste materials should not start before 7:00 AM or continue after 7:00 PM on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.
- (f) Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or municipal facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.

4.3 Residential Collection not covered under the Base Rates. The following are not covered under the MSW Base Rates:

- (a) The collection or disposal of Excluded Materials, and
- (b) The collection or disposal of any increased volume resulting from a flood, hurricane, tornado, ice storm, or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane, tornado, ice storm, or other Act of God, Contractor and City may negotiate the work to be performed by Contractor under the Disaster Management Plan provided by Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Exhibit A to this Agreement.

4.4 Residential Collection of Recyclable Materials.

- (a) Contractor will provide one (1) time per week collection of Recyclable Materials, on the same day that MSW is collected with the Contractor supplying one 95-gallon poly cart per residence.
- (b) Recyclable Materials must be placed in the Residential Unit's Contractor-supplied Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any

Recyclable Materials placed at the Curbside but not in the Recycling Container.

4.5 Changes in Recycling Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the collected Contractor may give written notice to City of (i) a need to redefine Acceptable Recycling Material and Non-Recyclables, (ii) update the Processing facility's Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Recycling Material (as currently defined) at the Disposal Facility and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

4.6 Acceptable Recycling Material. Recyclables that are eligible for collection ("**Acceptable Recycling Materials**") must be dry, loose (not bagged), un-shredded, and empty, and shall include only the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3, #4, #7	Cartons, Aseptic Containers

4.7 Non-Recyclables. Waste that is not eligible for recycling and shall not be treated and collected as Acceptable Recycling Materials ("**Non-Recyclables**") include, but are not limited, to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)

Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

4.8 **Residential Brush/Bulk Collection:** Contractor will collect Brush and Bulky Materials once every other week on the same day the Residential Unit receives MSW and Recycling collection. Contractor shall not be obligated to collect Brush Materials set out for collection that:

- (a) Contains limbs exceeding four (4) feet in length or four (4") in diameter;
- (b) Is not stacked at the curb in such a manner that Contractor's employee can reasonably and safely lift the material into the collection vehicle;
- (c) Is not Debris resulting from the services of a Commercial Tree Service Provider;
- (d) Does not consist of more than three (3) cubic yards of Brush and Bulky materials per collection;
- (e) Is a White Good or other appliance designed to contain freon or other refrigerant materials that has not been tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection as required by Section 4.12.

4.9 **Household Hazardous Waste Collection.** Contractor shall provide a program to collect Household Hazardous Waste from Residential Customers at their residences on a call-in basis subject to the following:

- (a) Contractor shall establish a toll-free telephone number to which Residential Customers may call to request HHW collection;
- (b) Contractor must provide a container/bag into which Customers may place HHW items in advance of the collection;
- (c) Contractor may require Customers to place the HHW materials inside the provided bag/container except for large electronics, which the Customer shall be permitted to place for collection on the Customer's front doorstep, in front of the Customer's garage, or some location away from the curb or public street;
- (d) Contractor may limit the collection of HHW at the Residential Unit from all Residential Customers requesting HHW collection to a single day during each calendar month, which date must be provided to the requesting Customer at the time the request for HHW collection is made;
- (e) In no case shall a Customer be required to wait more than 31 days from the date the request for collection is made before Contractor collects the Customer's HHW;

- (f) Contractor shall seek to have collected HHW recycled if the technology exists; and
 - (g) Not less than one time per month on approximately the same day of each month, Contractor shall collect and dispose of small used, household batteries deposited by in the “battery buckets” located at City Hall and at City’s Public Works office.
- 4.11 **White Goods.** White Goods such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Contractor shall not accept for collection refrigerators or other devices known to contain chloroflouro-carbons (CFCs) unless the Residential Customer establishes the item is free of CFCs by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities.
- 4.12 **Residential Unusual Accumulation Collection.** When a Customer desires a collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to Customer’s payment of a fee for such collection to Contractor reflecting a cost per hour for the use of the Collection vehicle, plus applicable disposal, as set forth in Exhibit A hereto. Any additional fees that might be charged by Contractor to a Customer for services that will be rendered over and above the requirements of the Agreement will be determined after visual inspection by Contractor’s supervisor, and such fees must be approved by the Customer prior to commencing work.
- 4.14 **Emergency & Disaster Debris Collection.** When City determines that an event or occurrence is a Disaster Event, City may request Contractor to collect Disaster Debris placed for collection from within the Collection Area. Notwithstanding Section 1.1 to the contrary, City shall have the right to contract with a third-party to provide Disaster Debris Collection in addition to or in lieu of Contractor providing collection services. If City elects to use the services of Contractor to collect these additional materials resulting from the Disaster Event, City shall grant Contractor variances in routes and Exhibits, as deemed necessary.
- 4.15 **Residential Carts.** Contractor agrees to provide one (1) new Poly Cart for placement of Waste (“**Waste Cart**”) and one (1) new Cart for Recyclable Materials (“**Recycling Cart**”) to each Residential Unit (Waste Carts and Recycling Carts collectively being “**Carts**”) not later than five (5) days prior to the Commencement Date. Upon written notice from City, Contractor agrees to provide one (1) new Waste Cart and one (1) new Recycling Cart to new Residential Units constructed within City during the Term of the Agreement. New Carts will be delivered to the Residential Unit with written instructions for proper use, including information regarding any actions taken by a Resident that may void manufacturer warranties, such as the placement of hot ashes in the Cart. New Recycling Carts and replacement lids for existing Recycling Carts will have recycling guidelines heat molded on the top of the lid determined by Contractor subject to City’s approval, which approval shall not be unreasonably withheld or delayed.
- (a) Contractor shall not be required to collect any Waste or Recyclable Materials that are not placed in the designated Cart or within bags as provided in Section 4.2,

bags of Waste Materials exceeding ten (10) placed for collection on a single collection day, any Waste or Recyclable Materials from a Cart that weighs more than 170 pounds, or a Cart and/or bags that are not properly placed Curbside; provided, however, prior to refusing to collect any Waste from a Residential Customer because such Waste is not properly prepared (i.e. placed in a Poly Cart or bagged) and/or placed at Curbside, Contractor shall notify the Residential Customer and then the City Administrator if it believes the Waste is not prepared and/or located correctly by the Residential Customer, in which case the City Administrator shall be the sole and final judge as to whether or not such Waste was properly placed for collection and should be collected; and

- (b) Carts shall remain at the location of the Residential Unit where delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, Contractor shall provide a replacement Cart. The City or Contractor shall assess a \$75.00 charge to the Resident for new replacement carts and shall look solely to the Resident to pay such charge. If a Cart is damaged while at a Residential Unit, the Residential Customer shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

Contractor will be responsible for promptly responding to requests from and delivering Carts to Residential Customers who need a damaged Cart replaced. Contractor shall deliver a reconditioned Cart not later than five (5) business days after written notice from City or the Customer. Reconditioned Carts must be cleaned prior to delivery to the Customer. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

- 4.16 **Special Needs Waste Placement for Collection Assistance.** If the City Administrator determines that all residents of a Residential Unit are physically disabled or because of age or verified physical limitations cannot safely move their Carts to the curb for collection, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied (“**Special Needs Collection**”). All requests for Special Needs Collection will be considered by Contractor and the decision on whether to provide Special Needs Collection to a Customer forwarded by Contractor to the City Administrator and Residential Customer. The City Administrator may either approve or reject a Contractor’s determination to not provide Special Needs Collection for a qualified Residential Customer. The rate for Special Needs Collection shall be the same as a regular collection.
- 4.17 **Right to Reject Unacceptable Waste.** Contractor may, in its sole discretion, reject Unacceptable Waste placed curbside for collection by a Customer, in which case neither title to, nor liability for, such Unacceptable Waste shall pass to Contractor.
- 4.18 **Adding Residential Customers.** Contractor will establish New Residential Customer Service not later than the next collection day for the subject Residential Unit following receipt of the written request for such commencement of service from City.
- 4.19 **Small Businesses Garbage Collection.** Collections from all Small Business Garbage Generators shall be performed at least weekly on the same day and at approximately the

same time each week using 95-gallon Carts provided by Contractor. If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 95-gallon Recycling Cart to be collected once per week on the same day as the collection of the Waste Cart. Contractor is not responsible for collecting Carts weighing more than 170 pounds from Small Business Garbage Generators. Contractor shall notify the Small Business Garbage Generator and the City Administrator if Contractor believes the Small Business Garbage Generator's Waste is not prepared and/or located in an area accessible to the Collection Vehicle; provided; however, the City Administrator's determination shall final as to such conditions and locations and whether the collection should proceed.

4.20 Front End Loader and Roll Off Container Collection.

- (a) Prior to the beginning of the Agreement, Contractor shall provide new Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Agreement. Dumpsters will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers. Dumpsters shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.
- (b) Contractor is not required to collect from Dumpsters if access across the Customer's private property is blocked.
- (c) Establishments generating putrescible waste materials will receive a minimum of two (2) days per week collection. Contractor shall make collections at all commercial establishments subject to the terms of the Agreement and at sufficient additional intervals necessary to perform adequate services and to protect the environment. Where the refuse is exclusively non-putrescible in nature, one (1) weekly collection is permitted.
- (d) Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.
- (e) Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of City. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.
- (f) Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.
- (g) Contractor nor City shall be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Agreement.

- (h) Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.
- (i) Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.
- (j) Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one (1) business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard.
- (k) No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped before transport.
- (l) Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or a manner herein provided, including any waste material that is not properly contained in accordance with the Agreement. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage. Contractor shall be responsible for closing the doors of a container enclosure after servicing the dumpster within that enclosure.
- (m) Where dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

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4.21 Detachable Containers-Generally.

- (a) Prior to the Commencement Date, Contractor shall provide New Detachable Containers and, if applicable, New Compactor Units, to all Commercial and Industrial Units receiving collection service under the Agreement.
- (b) Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.
- (c) Detachable Containers shall be painted a uniform color, bear Contractor's name and telephone number, and bear a serial number coded for Container size.
- (d) Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years, upon Customer or City request.
- (e) Contractor-Owned Roll-Off Compactor containers shall be steam cleaned or changed out, at least once each year or as directed by City for an agreed-upon fee between the Customer and Contractor.
- (f) Detachable Containers shall be located on the Customer's property at a location approved by the City Manager and convenient for collection by Contractor. The City Manager, whose decision shall be final and binding, shall mediate any disagreements over Detachable Container placement and collection.
- (g) Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

4.21 Commercial Unit Collection. Subject to the limitations of collection days and times in Section 5.2, Contractor shall make at least two (2) weekly collections at all Commercial Units on a regular schedule on the same days and approximately the same times each week subject to the terms of the Agreement Documents and at sufficient additional intervals necessary to perform adequate services and to protect the environment unless otherwise approved in advance by City. If a Commercial Unit's Waste is exclusively non-putrescible and of sufficiently low volume such that the Waste generated by the Commercial Customer does not exceed the volume of the Commercial Customer's Containers between collections, once-a-week collection is permitted. Contractor shall not be required to perform the collection of Commercial Units during emergencies resulting from Acts of God or when the Commercial Customer has failed to pay Contractor for the services received. Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Unit Customer.

4.22 Detachable Container Maintenance.

- (a) Contractor shall be responsible for the maintenance and repair of Contractor's Detachable Containers damaged due to Contractor's negligence.
- (b) Contractor shall repair or replace not later than one (1) business day any

Detachable Container after the City Administrator notifies Contractor of a determination that the Detachable Container does not comply with ordinance standards or constitutes a health or safety hazard.

- (c) Contractor shall graffiti from its Detachable Containers not later than five (5) business days after notification by City or a Customer of the existence of the graffiti. Contractor shall keep a record of the locations of Detachable Containers containing graffiti, take a photograph of the graffiti prior to its removal, and provide such location information and photographs to City as part of the Monthly Report.
- (d) Each Detachable Container to be placed at a City Facility is subject to inspection by City and approval as to appearance and condition before placement at any City Facility. A Detachable Container shall be reconditioned and repainted, if necessary, before being located at a City Facility that has not used it earlier. Contractor shall clean and/or repaint a Detachable Container showing excessively damaged paint and/or an accumulation of waste residue within the Detachable Container not later than thirty (30) days after delivery of a written request by City.

4.23 Overloaded Containers. No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. At Contractor's election, Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport or collect such overloaded container and Customer shall pay additional charges each time that a container is overloaded (by weight or volume).

4.24 Stationary Compactor Units. The purchase, lease, installation, maintenance, and repair of Stationary Compactor Units or any related parts or accessories, as well as the Detachable Container, will be by agreement between Contractor and the property owner and/or authorized property manager of the property where the Stationary Compactor Unit(s) will be placed. Contractor's agreement with Customers using Stationary Compactor Units shall provide for the collection and transport of the Compactor Unit's Detachable Container. The rental of a Detachable Container shall be in accordance with the Roll-Off Rates set forth in Exhibit A attached hereto.

4.25 Excluded Waste.

- (a) Contractor has no obligation to collect Excluded Waste pursuant to this Agreement. Unless otherwise provided in this Agreement, City has no obligation to pay Contractor for the collection of Excluded Waste.
- (b) If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste containing the Excluded Waste. Contractor shall contact City upon the discovery of Excluded Waste that has been placed for collection. City shall be responsible for taking any appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste.

- (c) If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. City will reasonably assist Contractor in determining the identity of the depositor or generator of the Excluded Waste to enable Contractor to collect from the depositor or generator the cost incurred by Contractor in connection with such Excluded Waste.
- (d) Contractor releases and holds City harmless from any liability for any cost incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be deposited or generated by City.

V. COLLECTION OPERATIONS – GENERAL PROVISIONS

5.1 Disposal and Processing: Contractor shall deliver all Waste collected pursuant to this Agreement to a Disposal Facility. All Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

5.2 Hours of Collection.

- (a) Unless otherwise agreed by the Agreement Administrator in accordance with Section 5.2(c), collection of Waste from Residential Customers shall not start before 7:00 A.M. Central Time or continue after 7:00 P.M. Central Time on the same day in any residentially zoned area of City's corporate limits or otherwise within 500 feet of a Residential Unit Collection from Residential Units shall not occur on Sundays unless authorized in writing by the Agreement Administrator following a weather-related event (e.g. winter storm event) or other circumstance that has resulted in Contractor being unable to perform regular collections on scheduled days.
- (b) Unless otherwise agreed by the Agreement Administrator in accordance with Section 5.2(c), collection of Waste from Commercial and Industrial Customers shall be performed on a regular schedule on the same days and approximately the same times each week, Monday through Saturday between the hours of 5:00 A.M. Central Time and 7:00 P.M. Central Time; provided, however, unless otherwise approved by the Agreement Administrator, which approval shall not be unreasonably withheld, collection from a Commercial or Industrial Customer shall not occur before 7:00 A.M. Central Time if the location where the collection will occur is within 500 feet of a Residential Unit.
- (c) Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. Central Time each service day unless:

- (1) Contractor provides written notice to the City Administrator with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time for the route or Customer identified in the request; and
- (2) The City Administrator determines that the collection will not result in a violation of City's ordinances, including those regarding excessive noise; and
- (3) The City Administrator approves the later completion time in writing.

5.3 Collection Routes. Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those that would otherwise be in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

- (a) such change has been approved in writing by the City Administrator, which shall not be unreasonably withheld or delayed; and
- (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date the new collection dates become effective.

5.4 Holidays. Contractor may, at Contractor's option, suspend collection on a Holiday. If Contractor elects not to provide collection services on a Holiday, Contractor shall notify City not less than two (2) weeks in advance of the Holiday of the dates that collection will occur for those Customers whose regular collection day falls on the Holiday on which a collection did not occur, provided such delayed collection shall be not later than the next business day following the Holiday unless otherwise agreed by the Agreement Administrator.

5.5 Complaints. Customer complaints, including complaints for missed collections, shall be directed to Contractor. At the end of each business day and, in the case of complaints received on a Saturday, Sunday, or a Holiday, on the immediately following business day. Contractor shall email to City a summary of Customer complaints received on that day setting forth at least the following relating to each complaint:

- (a) The address of the Customer making the complaint;
- (b) The time the call or e-mail was received from the Customer;
- (c) Whether the Customer is a Residential, Commercial, or Industrial Customer; and
- (d) A summary of the follow-up action taken by Contractor to resolve open complaints from the same or prior days, including the date of the original complaint, the date(s)

and time(s) of subsequent communications with the Customer regarding the complaint, the name of Contractor's employee(s) who interacted with the Customer regarding the complaint, a summary of the contents of the communications between Contractor's employee(s) and the Customer, and the date when Contractor has deemed the complaint to be resolved and closed.

5.6 Collection Vehicles and Equipment. All vehicles, facilities, equipment, and property used in the performance of this Agreement shall be provided by Contractor and comply with the following:

- (a) All vehicles shall be not older than four (4) model years on the Commencement Date and not older than ten 10 model years at any time during the term of this Agreement;
- (b) All vehicles shall be kept in good operating order and a clean and sanitary condition with the interior of the cab free of clutter;
- (c) All collection equipment shall be operated and maintained in compliance with all applicable state and federal safety standards;
- (d) Contractor shall obtain and maintain current all required operating permits and registrations for the collection vehicles;
- (e) Collection vehicles shall be painted in Contractor's color schemes. Vehicle numbers, at least six-inch (6.0") high shall be painted on each side of the rear of the vehicle in a contrasting color from the body color;
- (f) No advertising shall be permitted on the collection vehicle other than the name and address of Contractor;
- (g) Contractor shall place the appropriate customer service telephone number on all collection trucks;
- (h) The type, number, and capacity of collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Agreement and capable of handling, in the safest and most efficient method available, the Carts, Containers, and material specified for each structure on its route;
- (i) All vehicles shall be operated in conformity with applicable federal and state laws and regulations;
- (j) All vehicles used by Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by City;
- (k) Collection vehicles will be equipped with two-way communication devices so that Contractor's staff and the driver may communicate during the route collection; and
- (l) All collection vehicles shall be equipped with Global Position System ("GPS")

tracking equipment to allow for tracking and locating collection vehicles, which tracking information can be stored and retrieved by Contractor and is provided to City upon written request

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Agreement (the “**Equipment Inventory**”). Contractor shall provide City with an updated Equipment Inventory not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment on the Equipment Inventory that has been temporarily removed from service. Contractor may use replacement and/or additional equipment and vehicles for a period not exceeding fifteen (15) consecutive days or sixty (60) days during any Agreement Year without updating the Equipment Inventory if the use of such equipment and/or vehicles is reasonably necessary to maintain a consistent level of collection services as required by this Agreement during a period of an abnormally high volume of Waste needing to be collected or to cover extra collections as the result of a Holiday collection schedule. Contractor may include on the Equipment Inventory equipment or vehicles Contractor intends to regularly use for collection during such temporary periods of high volume or during Holiday collection schedules provided such equipment and/or vehicles are identified as “standby” or “reserve” equipment or vehicles on the Equipment Inventory.

Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody and control of the equipment while at the service locations. Customers shall use the equipment only for its proper and intended purpose. Customers shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customers shall pay additional charges each time that a container is overloaded (by weight or volume). Customers must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.

- 5.7 **Spillage:** Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for the cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor’s vehicles or resulting from the collection of Waste Material. Contractor shall not be responsible for the collection of any scattered Waste that has not been caused by Contractor’s employees.
- 5.8 **Point of Contact:** All dealings and contacts between Contractor and City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Agreement Administrator.

5.9 Contractor's Employees.

- (a) Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Agreement shall:
 - (1) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification cards and/or badges bearing the name and photo of the officer or employee and identifying the person as an officer or employee of Contractor;
 - (2) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Agreement;
 - (3) never identify themselves, or in any way represent themselves, as being employees or agents of City;
 - (4) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Agreement, and Contractor shall maintain and enforce a policy consistent with this prohibition;
 - (5) interact with Customers and other members of the public in a neat, orderly, courteous, helpful, and impartial manner and refrain from belligerent behavior and/or profanity when interacting with Customers;
 - (6) conduct collection serves with as little noise and as little disturbance to Customer as reasonably possible taking into consideration the noise customarily generated by the normal operation of Collection Vehicles and other collection equipment;
 - (7) not disturb or otherwise unreasonably interfere with a Customer's property that is adjacent to where the Customer's container(s) are located for collection; and
 - (8) take reasonable precautions to prevent damage to property, including lawns, shrubs, flowers, and other plants while performing Collection Services.
- (b) Contractor shall be solely responsible for managing and disciplining Contractor's employees. If Contractor receives a report alleging one or more of Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, or appeared to be under the influence of drugs or alcohol, Contractor shall submit a written report to City providing the details of the incident, which report shall include: the nature of the incident, time, date, and location of the incident; name, address, and telephone number of the person alleging the violation; the name and title Contractor's officer(s) and/or employee(s) involved in the incident; and what disciplinary action, if any, was taken by Contractor. If an employee of Contractor is the subject of repeated allegations or a single egregious allegation of the type described above, such

employee shall be removed from an assignment from providing Collection Services under this Agreement not later than ten (10) days after receipt of City's written request for such removal, which removal shall continue for the duration of the Term of this Agreement (including Initial Term and any Extended Term) unless otherwise agreed in writing by the Agreement Administrator.

VI. REPORTING REQUIREMENTS

- 6.1 **Reports Generally; Format.** Contractor shall provide to City the reports or notifications to the City's Agreement Administrator described in this Article VI in addition to any daily reports required by this Agreement. If not established by an outside authority, the Parties shall agree on the required report format, provided each report contains at least the information required by Article VI. All information provided in the reports delivered by Contractor to City pursuant to this Article VI becomes the property of City. City shall have the right to use the data from the reports provided by Contractor for whatever purposes City deems appropriate.
- 6.2 **Monthly Reports.** Not later than the tenth (10th) of each month during the term of this Agreement, Contractor shall deliver to the City Administrator in the agreed format a report relating to the collection activity during the prior calendar month ("Monthly Reports"). Monthly Reports shall include route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected and contain, as a minimum, the following information:
- (a) Number of Residential Units served.
 - (b) Number of Commercial Units served.
 - (c) Tonnage of Waste collected during the month and delivered to the Disposal Facility, broken down by collection from Residential Units, Commercial Units, and Industrial Units;
 - (d) Tonnage of Residential Recycling Materials collected and delivered to the Disposal Facility;
 - (e) Tonnage of Residential Bulk and Brush collected;
 - (f) Tonnage of Waste collected from Commercial Units;
 - (g) Tonnage of Waste collected from Roll Off Units;
 - (h) Residential Recycling Participation Rate, being the percentage of Residential Units participating in recycling collection services;
 - (i) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring while providing services under the Agreement during the month;

- (j) Summary of property damage claims or personal injury claims received by Contractor during the month as a result of providing services under the Agreement, even if the events giving rise to such claim occurred in a prior month; and
- (k) List of Customer complaints received by Contractor either directly or forwarded by City, arranged and listed by category, including the date the complaint was received, the address of the complainant, the address of the property about which the complaint was made (if different than Customer's address, name of the complainant, nature of the complaint, how the complaint was resolved, the date the complaint was resolved when the complainant was contacted about the resolution of the complaint, and if the complaint has not been resolved as of the date of the Monthly Report, when and how Contractor expects the complaint to be resolved.

6.3 Annual Reports. No later than November 1st after the end of each Agreement Year, Contractor shall submit to the Agreement Administrator an annual report (the "**Annual Report**") covering the immediately preceding Agreement Year and include at least the following information:

- (a) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports;
- (b) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation;
- (c) A description of all public information programs undertaken with audiences reached and media used; and
- (d) With respect to the final Annual Report, including all information required for the Monthly Report relating to the last calendar month prior to the date of termination of the Agreement.

The obligation to submit the Annual Report for the last Agreement Year shall survive the termination or expiration of this Agreement. City may withhold payment of balances due to Contractor at the end of the Agreement until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of this Agreement.

VII. PUBLIC EDUCATION CAMPAIGN SERVICE AND CITY FACILITY SERVICE

7.1 Public Education Campaign. To inform and educate Residential Customers regarding Contractor's commencement of services under this Agreement, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each Residential Unit at least one (1) time approximately four (4) weeks prior to the Commencement Date, which

brochure shall, at a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, Bulk and Yard Waste, and Door-to-Door Household Hazardous Waste collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;

- (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information;
- (c) Coordinate with and supply all information reasonably requested by City's Director of Marketing & Communication and Public Works Director to facilitate City's efforts to notify Residential Customers of this transition and

7.2 **City Facilities and Special Events.** Contractor agrees to provide Dumpster(s) and/or Roll-Offs for the Special Events and at City Facilities set forth in Exhibit B attached hereto and incorporated herein by this reference. The type of equipment and frequency of collection is set out in Exhibit B and may be adjusted as agreed to by City and Contractor. Necessary increases in service as agreed to between City and Contractor to existing City Facilities will be added to the Exhibit and serviced at no charge. Any additional events not listed in Exhibit B or necessary increases in service to events listed in Exhibit B will be serviced by Contractor at a charge.

VIII. CONTRACTOR RESPONSIBILITIES

8.1 **Generally.** In providing the Collection Services required by this Agreement, Contractor's responsibilities shall include:

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Agreement;
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Agreement;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Paying all applicable taxes and Franchise fees;
- (f) Paying to City not later than the thirtieth (30th) day after the Effective Date the one-time reimbursement of City's costs for the development of the RFP and the Agreement Documents including, but not limited to, this Agreement. The estimated costs to be incurred is \$39,940, but the actual amount incurred will constitute the amount to be reimbursed;
- (g) Complying with applicable laws and regulations;

- (h) Performing all work in a timely, thorough, and professional manner;
- (i) Disposing of all collected MSW at a permitted MSW Landfill;
- (j) Processing and marketing Recyclable Materials collected by Contractor from Residential Units;
- (k) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Agreement; and
- (l) Collecting all missed collections for any service provided within 24 hours after being notified of the missed collections, including picking up on Saturday if notified of a missed collection on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

8.2 Contractor's Office and Customer Support.

- (a) Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 7:00 P.M. Central Time; and (ii) Saturday between 9:00 A.M. and 3:00 P.M. Central Time;
- (b) Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days; and
- (c) When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

8.3 Newsworthy and Emergency Notifications. Contractor must contact Agreement Administrator as soon as reasonably practical and, in no case, later than 24 hours after the occurrence of one of the following:

- (a) any news coverage or sudden event involving Contractor that could impact the service Contractor provides to City pursuant to this Agreement;
- (b) any news coverage or sudden event involving Contractor that is reasonably anticipated to result in Customer phone calls to City;
- (c) an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or one or more of Contractor's

employees that occurs within City;

- (d) a motor vehicle accident involving Contractor that occurred while providing services under the Agreement;
- (e) personal injury accidents involving Contractor which occurred while providing services under the Agreement; and/or
- (f) property damages involving Contractor that occurred while providing services under the Agreement.

8.4 Street Damages. Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual agreement of City and Contractor. At no time shall Contractor operate a vehicle in City's Limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined to be Contractor's responsibility. Notwithstanding anything in this Section 8.4 to the contrary, Contractor shall not be responsible for damage which is not negligently or willfully caused by Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Agreement.

8.5 City Facilities. Contractor shall not charge City for collection services from City Facilities as described in Exhibit "B" or from any additional City Facilities that City may add.

8.6 Enforcement. Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Agreement, including Contractor's right to be the sole provider of Municipal Solid Waste, Construction and Demolition Debris, and Recyclable Materials collection within City per this Agreement.

8.7 Damage to Property. Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor's officers or employees. Such property damages shall be resolved by Contractor either by repair or

replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless a longer period of time is approved in writing by the City Administrator and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair and replacement of damaged property within forty-eight (48) hours of earlier knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the City Administrator, the City Administrator may, but shall not be obligated to, cause the repair or replacement of such damaged property and the cost of doing so shall be deducted from any payment to be made to Contractor by City. Notwithstanding anything to the contrary, Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces to the extent that such damages result solely from the normal and legally allowable weight of its trucks and equipment on the surfaces as necessary to perform the Services.

IX. LIQUIDATED DAMAGES

- 9.1 **Generally.** Acceptable performance standards pursuant to this Agreement include the provision of daily servicesⁱ on a timely basis with minimal interruptions, Contractor being environmentally responsible while providing such daily services, and Contractor responding promptly to both residential and commercial Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages as set forth in Section 9. City may charge Liquidated Damages to Contractor as set forth in Section 9.2 on a monthly basis and shall, at the end of each month during the term of the Agreement, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the City Manager or designee to attempt to resolve the issue. The decision of the City Manager shall be final.
- 9.2 **Liquidated Damages Assessed.** City may assess liquidated damages to Contractor as follows:
- (a) Missed collection: \$100 per missed collection in excess of five (5) missed collections on the same collection day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating the collection vehicle traveled on the street and collections occurred on the street on the day on which the complaint relates;
 - (b) If a missed collection has not been collected within the time required by Section 8.1(l): \$100 per occurrence per day.
 - (c) \$500 per incident for Contractor failing to collect Waste on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac, report a missed collection. A missed Residential Unit block occurs when the addresses

reporting missed collections were not reported by Contractor as unacceptable setouts, and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint:

- (d) Commencement of residential collection prior to 7:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (e) Commencement of commercial collection within 500 feet of a Residential Unit prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (f) Failure to complete a majority (50%) of the collections on a given day: \$5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.);
- (g) Failure to maintain a vehicle in a manner consistent with the Agreement: \$100 for each incident;
- (h) Failure to clean up spilled Solid Waste or Recyclables resulting from Contractor loading and/or transporting within two (2) hours of notification: \$250 per impacted address;
- (i) Failure to resolve properly reported bona fide Customer complaints within one business day: \$200 for each incident;
- (j) Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Agreement: \$250 per report per calendar day delinquent;
- (k) Failure to submit accurate accounting invoices and/ or complaint reports in the specified format: Non-payment until an accurate accounting is submitted;
- (l) Failure to return carts and containers to approximately original collection location: \$50 each incident, for each affected address;
- (m) Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$50 each incident;
- (n) Failure to be prepared to perform services on or after the Commencement Date: \$ 3,000 per calendar day on and after the Commencement Date the services are not being performed by Contractor;
- (o) Failure to deliver or replace carts for any reason within five (5) business days of written notification: \$50 per incident per affected address;
- (p) Contractor commingling Recyclable Materials with MSW: \$ 1,000 for each incident.

- (q) Disposal of Recyclable Materials to a site other than a proper recycling facility: \$ 2,000 for each incident.

9.3 Liquidated Damages and Not Penalty. Because Contractor's failure to perform the specific tasks described in Section 9.2 and the damages that would be incurred by City being required to assist Customers in handling and resolving complaints (which Residential Customers are citizens and/or property owners located in City's Limits), cannot be reasonably estimated and calculated by the Parties, and because the precise nature and amount of damages that may be incurred cannot be reasonably foreseen by the Parties, City and Contractor agree that the amount assessed in accordance with Section 9.2 constitute liquidated damages and not a penalty.

X. CITY'S REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties. City hereby makes the following representations and warranties to and for the benefit of, Contractor:

- (a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.
- (b) City has duly authorized the execution and delivery of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation, or belief, no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency, or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation, or belief, as of the Commencement Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Agreement, and City's right to adopt and/or enforce this exclusive franchise if City's right to adopt and/or enforce this exclusive franchise or enter into this Agreement is ever challenged, litigated or disputed during the term of the Agreement. City acknowledges that this is an essential term of the Agreement that Contractor is relying upon in entering into the Agreement. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City's legal rights and authority as set forth in this paragraph (d) are not accurate shall be as set forth in Section 17.05, below.

XI. CUSTOMER BILLING AND PAYMENTS TO CONTRACTOR

11.1 Residential Customer Billing; Payment for Service.

- (a) City shall be solely responsible for billing and bill collection services to Residential Units during the term of this Agreement;
- (b) City will be obligated to pay for Residential Collection services provided by City to collect on Residential Units;
- (c) Not later than the tenth (10th) day of each calendar month during the Term of this Agreement, City shall provide to Contractor a report showing the count of Residential Units billed for collection services and other services provided to Residential Units located within the City during the immediately prior calendar month; and
- (d) Based on the number of Residential Units reported by City, Contractor shall deliver to City an invoice setting forth sums due by City to Contractor for services rendered to Residential Customers under this Agreement, excluding the ten percent (10%) franchise fee.
- (e) The Contractor and City may modify the process for payment described in this section to improve accuracy of billing and speed of payment.

11.2 Commercial Customer Billing.

- (a) Contractor shall be solely responsible for billing and bill collection services to Commercial Units and Industrial Units during the term of this Agreement;
- (b) Contractor will be obligated to pay for Commercial Collection services provided by Contractor to collect on Commercial Units or Industrial Units.
- (c) Not later than the tenth (10th) day of each calendar month during the Term of this Agreement, Contractor shall provide to City a report showing the individual billings to Commercial Units and Industrial Units for collection and other services provided to Commercial and Industrial Customers located within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.
- (d) Based on the number of, rates for services, and amount of payments received by Contractor to Commercial Units or Industrial Units reported by Contractor, City shall deliver to Contractor an invoice setting forth the ten percent (10%) franchise fee sum due by Contractor to City for services rendered to Commercial Units or Industrial Units under this Agreement.
- (e) The Contractor and City may modify the process for payment described in this section to improve accuracy of billing and speed of payment.

11.3 Non-Paying Customers. City shall notify Contractor in writing of any Residential Unit (Customer) that has failed to pay City for Municipal Solid Waste and Recycling Services.

Upon written direction from City, Contractor shall cease servicing such delinquent Residential Unit until notified by City to resume service. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

XII. TITLE TO WASTE MATERIAL

Title to Solid Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, Generator, or depositor of such waste and shall at no time pass to Contractor. City will provide all reasonable assistance to Contractor to investigate and determine the identity of the depositor or Generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. City is not responsible for costs associated with Unacceptable Waste, except to the extent that such Unacceptable Waste was placed for collection by City in violation of this Agreement.

XIII. CONTRACTOR'S PROPERTY

All containers, trucks, and any other equipment that Contractor furnishes under this Agreement shall remain Contractor's property.

XIV. RECORDKEEPING / RIGHT TO INSPECT

Contractor shall maintain all records generated in connection with the performance of its obligations and/or provision of Services under this Agreement for a period of at least four (4) years after submission of the last Monthly Report. City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of its obligations and/or provision of Services under this Agreement. In addition to the Monthly Reports and Annual Reports, City may request periodic reports pursuant to services rendered regarding information not contained in the Monthly Reports or Annual Reports. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the written request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Agreement if any report required to be made pursuant to this Agreement has not been delivered to City on or before the fifth (5th) business day following the date that such report is required to be delivered to City pursuant to this Agreement and may continue to be withheld until the second business day after such report is delivered.

XV. TERMINATION OF CONTRACT

15.1 Termination by Default. If either party notifies the other party of a failure of such party to perform a material provision of this Agreement and such party has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be

cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from the non-defaulting party, the non defaulting party may terminate this Agreement by delivery of written notice to the defaulting party. Upon such termination under this section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Agreement for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Agreement, but the Parties expressly reserve all claims for damages resulting from said uncured default and claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

15.2 Termination for Insolvency, Bankruptcy, Assignment to Creditors. City may, without further notice, terminate this Agreement immediately if Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; (iii) makes a general assignment or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Agreement and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Agreement within the required period set forth in the Bankruptcy Code.

15.3 Termination by Mutual Agreement. If City and Contractor mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in the writing.

15.4. Termination for Non-Appropriation of Funds. Contractor acknowledges and understands that City is prohibited by law from entering into contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Agreement on any September 30th occurring during the Term of this Agreement if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing October 1st for the purpose of providing residential solid waste collection services to Residential Customers. This Agreement is not, and shall not be construed, as (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriate; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

15.6 Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Agreement or otherwise granting to Contractor an exclusive contract and franchise for the Residential Waste Collection services to be provided herein, or an amendment to State law makes this Agreement unlawful to the extent that the Agreement grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than ten (10) days written notice to City:

- (a) to terminate this Agreement, in which case Contractor shall refund to City any

installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination; or

If such injunction is applicable to any services provided under this Agreement other than Residential Municipal Solid Waste and Recyclable Materials services, Contractor shall have the right to terminate the provision of such other services pursuant to this Agreement but shall not be authorized to terminate the provision of Residential Municipal Solid Waste and Recyclable Materials services, or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 15.6, neither Party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

XVI. DEFENSE OF SUITS

If any action in court is brought against City, or any officer or agent of City, for the failure, omission, or neglect of Contractor to perform any of the covenants, acts, matters, or things under this Agreement; or for injury or damage caused by the alleged negligence of Contractor or his/her subcontractors or his/her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers Contractor shall indemnify and save harmless City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

XVII. OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time. Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

XVIII. INSURANCE

18.1 Insurance Types and Limits. During the Term of this Agreement, Contractor shall maintain in full force and effect insurance coverage with the minimum limits as follows:

- (a) Commercial General Liability insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement, with a minimum combined single limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate, for injury to persons (including death), and for property damage via blanket form endorsement;
- (b) Automobile liability insurance with not less than \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement via blanket form endorsement; and

- (c) Statutory Worker's Compensation Insurance or equivalent or other State-approved program covering all of Contractor's employees involved in the provision of services under this Agreement

All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Manager.

Provided Contractor maintains at least the types of coverage and minimum coverage limits described above, Contractor shall secure and maintain throughout the Term of this Agreement insurance of such types and in such amounts as may be necessary to protect itself and the interest of City against all hazards or risks of loss as hereinafter specified. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

18.2 Required Endorsements. All insurance and certificate(s) of insurance shall be endorsed to contain the following:

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
- (b) Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and
- (c) No insurance policy shall not be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

A certificate of insurance evidencing the required insurance shall be submitted to City prior to the Commencement Date and not later than thirty (30) days prior to the commencement of the Extension Term.

XIX. PERFORMANCE BOND

Contractor shall deliver to City a performance bond in the amount equal to one hundred

percent (100%) of the annual value of the Agreement, executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly, and faithfully perform its obligations under this Agreement and shall satisfy all claims and demands of any kind incurred under the Agreement, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Agreement. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Agreement.

XX. INDEMNITY

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS(COLLECTIVELY, THE "CITY INDEMNITEES"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE ATTORNEYS' FEES) TO THE EXTENT ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER WILLFUL MISCONDUCT OR VIOLATION OF LAW OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST ONE OR MORE OF THE CITY INDEMNITEES THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY INDEMNITEE(S) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS. THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS, OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND ONE OR MORE OF THE CITY INDEMNITEES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR CITY UNDER TEXAS LAW, IT BEING THE INTENT THAT CITY

SHALL BE RESPONSIBLE FOR THE NEGLIGENCE APPORTIONED TO THE CITY INDEMNITEE(S) AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT TO THE EXTENT OF THE CITY INDEMNITEE'S NEGLIGENCE. CONTRACTOR'S INDEMNIFICATION OBLIGATION PURSUANT TO THIS ARTICLE XVII SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR TO THE LIMITS OF ANY INSURANCE COVERAGE.

XXI. MISCELLANEOUS

- 21.1 Entire Agreement; Priority of Documents.** This Agreement, along with the Agreement Documents, constitutes the sole and only agreement between the Parties and supersedes any prior understandings and/or written or oral agreements between the Parties with respect to this subject matter of this Agreement. Any irreconcilable conflict between or among any of the Agreement Documents shall be resolved in the following order of priority from first to last unless the provision in the lower priority Agreement Document indicates otherwise by use of the phrase "notwithstanding anything in the Agreement Documents to the contrary" or similar phrase: (i) this Agreement, including any subsequent amendments to this Agreement, (ii) the RFP #25-502-12; and (iii) Contractor's Response to the RFP.
- 21.2 Assignment.** Contractor may not assign this Agreement without City's prior written consent. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement upon written notice, but without the City's consent, to a parent company or any of Contractor's subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Agreement. In addition, Contractor may make a collateral assignment of this Agreement to any lender as security for a loan made by a lender to Contractor without the consent of City.
- 21.3 Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.
- 21.4 Governing Law.** The laws of the State of Texas shall govern this Agreement; and the venue for any action concerning this Agreement shall be in the state district courts of Denton County, Texas. The Parties agree to submit to the personal jurisdiction of said Court.
- 21.5 Amendments.** This Agreement may be amended only by the written agreement of the Parties.
- 21.6 Severability.** If any one or more of the provisions contained in this Agreement, inclusive of the Agreement Documents, shall for any reason be held to be invalid, illegal, or

unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

21.7 Independent Contractor. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

21.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first-class mail or overnight courier to the address specified below, or to such other address as either Party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. mail, first-class postage prepaid or on the date of confirmed delivery by overnight courier as evidenced on the receipt therefor:

If intended for City:

City Manager
City of Cibolo, TX
200 S Main St
Cibolo, TX 78108

With Copy to:

Director of Public Works
City of Cibolo, Texas
200 S Main St.
Cibolo, TX 78108

If intended for Contractor:

Title: _____
Address: _____

With Copy to:

Title: _____
Address: _____

21.9 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

21.10 Compliance with Federal, State & Local Laws. The Parties shall comply in the performance of Services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

21.11 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement, including any obligation of Contractor to pay liquidated damages pursuant to Sections 9.01 and 9.02, if and to the extent such default or delay is caused, directly or indirectly, by a Disaster Event, riots, civil disorders, acts of terrorism,

compliance with laws or governmental orders, inability to access a container, fires, inclement weather, acts of God, epidemic or pandemic, or any similar cause beyond the reasonable control of such Party, provided the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to provide written notice of the Force Majeure delay to the other Party as soon as possible but in no event later than 24 hours after the earlier of the Party's first knowledge of or the first occurrence of the Force Majeure and further agrees to use commercially reasonable efforts to recommence performance as soon as possible.

21.12. Proposal Representations. Contractor expressly acknowledges that City has entered this Agreement in express reliance on the truth of the statements and representations set forth in the Proposal (response to RFP) submitted to City by Contractor and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

21.13 Confidentiality Regarding Waste Material. Contractor has no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Agreement.

21.14 No Waiver for Delay. The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

21.15 Effective Date. The Effective Date of this Agreement is the date upon which it is signed by the authorized representatives of both Parties (the "**Effective Date**").

21.16 Non-discrimination. In the provision of services hereunder or the performance of this Agreement, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

21.17 Compliance with Federal Immigration Laws. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City, employee documentation verifying an employee's status to be employed by an employer in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

21.18 Statutory Verifications. Contractor verifies that:

- (a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel

through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

- (b) To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- (d) The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or

decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 21.19 **Form 1295.** In compliance with the State of Texas Government Code, Section 2252.908, if applicable, the City requires that Contractor must complete the online Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us. Form 1295 is also required for any and all contract amendments, extensions, or renewals. Prior to execution of this Agreement and any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

Signatures on Following Page

SIGNED AND AGREED on _____, 2025.

CITY OF CIBOLO, TEXAS

APPROVED AS TO FORM AND LEGALITY:

_____, City Attorney

By: _____
Wayne Reed, City Manager

ATTEST:

By: _____
Peggy Cimics, City Secretary

SIGNED AND AGREED on _____, 2025.

WASTE CONNECTIONS OF TEXAS, LLC

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

Exhibits:

- A. Base Rates
- B. City Facilities

Exhibit A

Base Rates for July 28, 2025 – July 31, 2026 – Per Section 3.1

Residential Service

Single Cart Service	\$ 17.77
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Service Includes: 1 - 95 gallon Solid Waste Cart (Serviced Weekly), 1 - 95 gallon Recycle Cart (Serviced Every Other Week) 3 Cubic Yard Bulk Pickup (Serviced Every Other Week)

Weekly Recycle Service (Optional)	\$ 0.63
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Household Hazardous Waste at home pickup (Optional)	\$ 1.50
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Additional 95 gallon Solid Waste Cart	\$ 7.45
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Additional 95 gallon Recycle Cart	\$ 3.00
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Holiday Special Collection (two additional Municipal Solid Waste Collections in late December and early January)	\$ 0.00
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Unusual Accumulation Waste Collection	Case-by-case
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To be calculated using 0.05% of homes - at 15 minutes each and 3yds/collection, to be determined by estimated time not portal to portal.

Rate per hour for vehicle (any type) and Crew	\$ 200.00
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Disposal fee per yard collected (not per ton)	\$ 50.00
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Small Commercial

One 95-gallon Solid Waste Cart 1 x week	\$ 28.00
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One 95-gallon Solid Waste Cart 2 x week	\$ 40.00
---	----------

One 95-gallon Solid Waste Cart 3 x week	\$ 56.00
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Due to potential safety concerns related to a commercial site or concerns for security of provider's equipment/property, provider may provide multiple carts in lieu of a front load container. Customer will be charged for the front load equivalent (2 carts equal 1 yard) rather than for each individual cart, if lower.

Exhibit A

Base Rates for July 28, 2025 – July 31, 2026 – Per Section 3.1

Commercial Front Load

	Times serviced weekly						
	<u>1x</u>	<u>2x</u>	<u>3x</u>	<u>4x</u>	<u>5x</u>	<u>6x</u>	<u>xpu</u>
2 yard	\$91.10	\$129.73	\$168.36	\$206.98	\$245.65	\$284.34	\$55.00
3 yard	\$102.54	\$147.87	\$193.20	\$238.53	\$283.85	\$329.18	\$65.00
4 yard	\$116.16	\$168.19	\$220.21	\$272.24	\$324.25	\$376.28	\$75.00
6 yard	\$139.29	\$204.71	\$270.13	\$335.54	\$400.96	\$466.37	\$85.00
8 yard	\$165.12	\$244.07	\$322.73	\$401.54	\$480.35	\$559.17	\$85.00
Recycle - 6 Yard	\$132.20	\$194.30	\$256.39	\$318.48	\$380.58	\$442.40	\$85.00

Casters (per month, per container)	\$ 15.00
Locks (per collection, per container)	\$ 10.00
Enclosures (per collections, per container)	\$ 5.00
Overage (per yard)	\$ 35.00

Emergency or Disaster Management

Rate per hour for Roll Off truck and Container	\$ 200.00
Rate per hour for Grapple Truck	\$ 200.00
Rate per hour for Rear Load Truck and Crew	\$ 250.00
Disposal Fee per ton collected	\$ 60.00

ROLL-OFF CONTAINERS

Temporary - Roll-Off

Relocate/Block Fee	\$ 75.00			
	<u>Delivery</u>	<u>Daily Rental</u>	<u>Haul Rate</u>	<u>Disposal /ton</u>
20 yard	\$ 121.00	\$ 5.00	\$ 355.00	\$ 55.00
30 yard	\$ 122.00	\$ 5.00	\$ 375.00	\$ 55.00
40 yard	\$ 123.00	\$ 5.00	\$ 395.00	\$ 55.00

Permanent - Roll-Off

Relocate/Block Fee	\$ 75.00			
	<u>Delivery</u>	<u>Daily Rental</u>	<u>Haul Rate</u>	<u>Disposal /ton</u>
20 yard	\$ 121.00	\$ 5.00	\$ 355.00	\$ 55.00
30 yard	\$ 122.00	\$ 5.00	\$ 375.00	\$ 55.00
40 yard	\$ 123.00	\$ 5.00	\$ 395.00	\$ 55.00

Roll-Off - Compactor

Wash Out Fee	\$ 250.00			
		<u>Monthly Rental</u>	<u>Haul Rate</u>	<u>Disposal /ton</u>
30 yd SC**		\$ 550.00	\$ 525.00	\$ 55.00
35 yd SC**		\$ 550.00	\$ 535.00	\$ 55.00
40yd Receiving Container***		\$ 250.00	\$ 545.00	\$ 55.00

Overage (per ton)	\$ 80.00
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Exhibit B

City Facility Service at No Charge

Per Section 8.5, the Contractor shall provide containers and weekly collection of Municipal Solid Waste and recyclable Materials from the following municipal facilities.

<u>Building</u>	<u>Address</u>	<u>Service</u>	<u>Frequency</u>
City Municipal Complex	200 S. Main Street	10-yard Garbage Front Load	Twice Weekly
		8- yard Recycle Front Load	
Noble Group Complex	203 S. Main Street	10-yard Garbage Front Load	Twice Weekly
		8- yard Recycle Front Load	
Cibolo Animal Services	108 Cibolo Drive #300	2-yard Garbage Front Load	Twice Weekly
		1 Twenty-yard Roll Off	As Needed
Future Cibolo Animal Services	Haeckerville Road	4-yard Garbage Front Load	Twice Weekly
City Hall Annex	201 Loop 539	2 - 95 Gallon Toter - Garbage	Once Weekly
		95 Gallon Toter - Recycle	
Cibolo Fire Station #1	204 Loop 539	2 - 95 Gallon Toter - Garbage	Once Weekly
		95 Gallon Toter - Recycle	
Cibolo Fire Station #2	3864 Cibolo Valley Dr	2 - 95 Gallon Toter - Garbage	Once Weekly
		95 Gallon Toter - Recycle	
Cibolo Fire Station #3	1842 Wiedner Road	2 - 95 Gallon Toter - Garbage	Once Weekly
		95 Gallon Toter - Recycle	
Cibolo Fire Station #4	1805 Bolton Road	2 - 95 Gallon Toter - Garbage	Once Weekly
		95 Gallon Toter - Recycle	
Cibolo Public Works	108 Cibolo Drive #100	6- Yard Garbage Front Load	Twice Weekly
		6-Yard Recycle Front Load	
Cibolo Public Works - Drainage Crew		2 Forty-yard Rolloff Dumpsters	As Needed
Cibolo Public Works		4 Twenty Yard Rolloff Dumpsters	3 times monthly
Niemietz Park	618 FM 78	4 Yard Garbage Front Load	Twice Weekly
		6 Yard Garbage Front Load	
Cibolo Event Center	203 S. Main Street	6 Yard Garbage Front Load	Twice Weekly
		6-Yard Recycle Front Load	Twice Weekly
Cibolofest	200 S Main Street	30 Yard Rolloff Dumpster	Once A Year



City Council Regular Meeting Staff Report

A. Approval/Disapproval of a Resolution of the City of Cibolo providing Notice and Intent to acquire property for a roadway reconstruction project on Tolle Road, authorizing such acquisition by donation, purchase, or eminent domain, determining such acquisition is for public use, authorizing entry onto real property, authorizing and directing the City Manager to work with property owners to acquire the needed property and to make a final offer to the property owners, authorizing payment of the costs of such purchase or eminent domain proceedings and all associated costs in connection with the acquisition of real property. (Mr. Reed)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Resolution Item: 11A.
From	
Julio Gomez, Public Works Director	

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, 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 Tolle Road. 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 rehabilitation 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 2).

2025 - City staff and Councilmembers have continued to reach out to property owners to seek consent for right-of-entry to perform survey to create legal descriptions for the purpose of acquisition. Previously, the resolution was on the Council agendas on February 11th and 25th, but no action was taken.

BACKGROUND:

The history of the Tolle Road 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 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 2).

The City staff and its consultants have made effort to reach and work with the thirteen (13) property owners over the past several months. At this time, seven (7) of the thirteen (13) unique property owners have signed their ROE form. This means six (6) property owners have not. Until the City can survey all 13 properties, the City will be unable to proceed to construction.

The proposed resolution provides Notice and Intent to acquire property, including easements, for the reconstruction of Tolle Road, namely for associated drainage improvements. The City’s project engineer’s estimate on construction costs is now north of \$8 million, not including contingency or the acquisition of about 2.1 acres, which are needed for the drainage improvements (see Table 1). The City staff desire to initiate construction in 2025, but to do so will require predictability in acquiring easements and/or property interest. The construction timeline is estimated to be 18 months from start to finish.

Table 1. Engineer’s Opinion of Probable Construction Costs (OPCC) for Tolle Road 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;
- b. Proceedings to acquire real property interests, which cannot be acquired by gift or purchase;
- 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; and
- 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.

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):

Suggested Motion to Approve: I move to approve the Resolution to authorize the City of Cibola to use of the power of eminent domain to acquire properties along the Tolle Road reconstruction project as illustrated in Exhibit A and listed in Exhibit B for constructing drainage improvements and associated drainage activities to reduce flooding in the area and improve Tolle Road, including the operation, reconstruction, and maintenance of the Project.

Attachments

[Resolution Exhibits A and B FINAL.pdf](#)

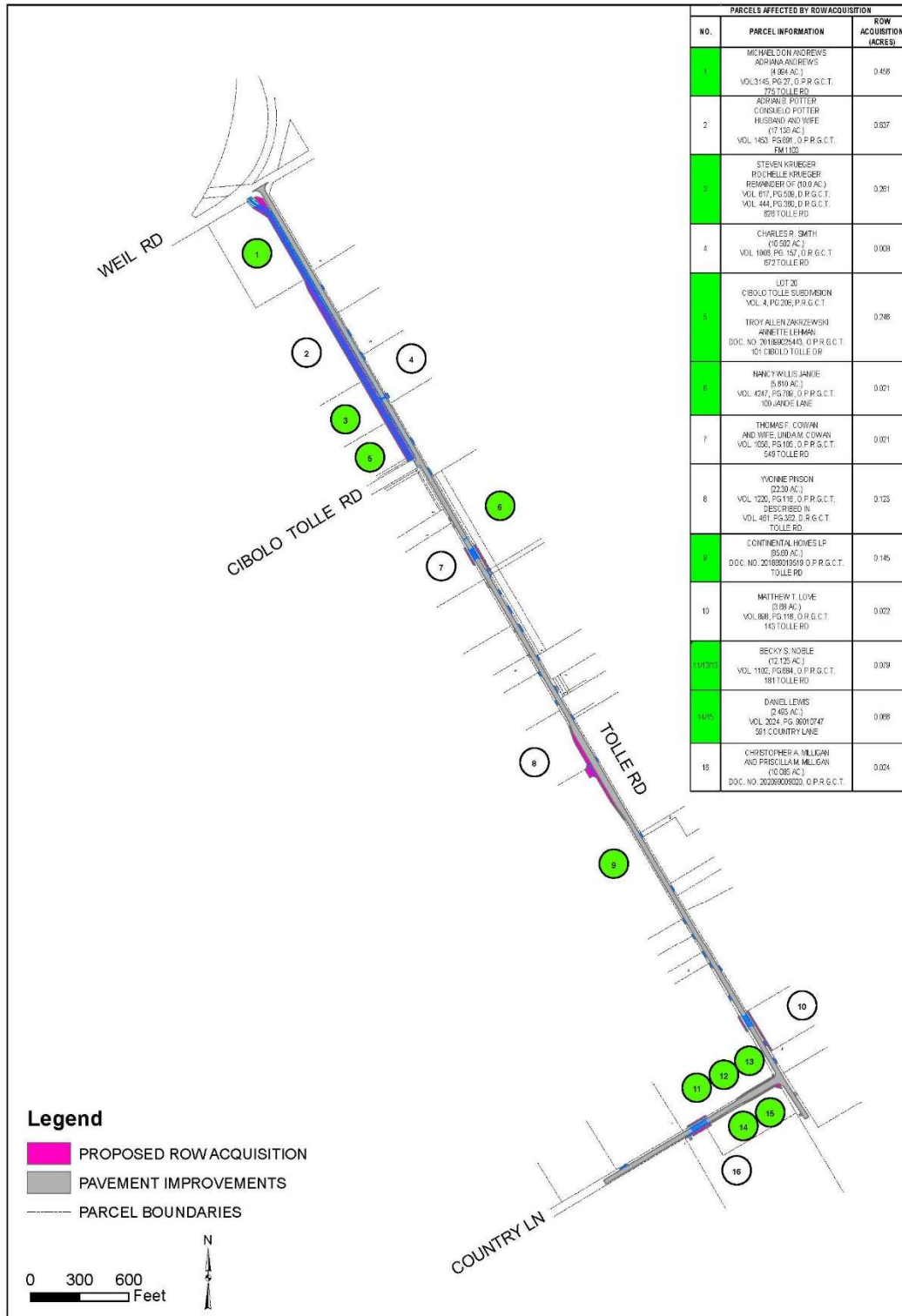
[TOLLE ROAD AREA 22x34 20250424.pdf](#)

[Res Intent to Acquire Property.pdf](#)

TOLLE ROAD IMPROVEMENTS

CITY OF CIBOLO, TEXAS

EXHIBIT A



TOLLE ROAD IMPROVEMENTS
CITY OF CIBOLO, TEXAS
EXHIBIT B

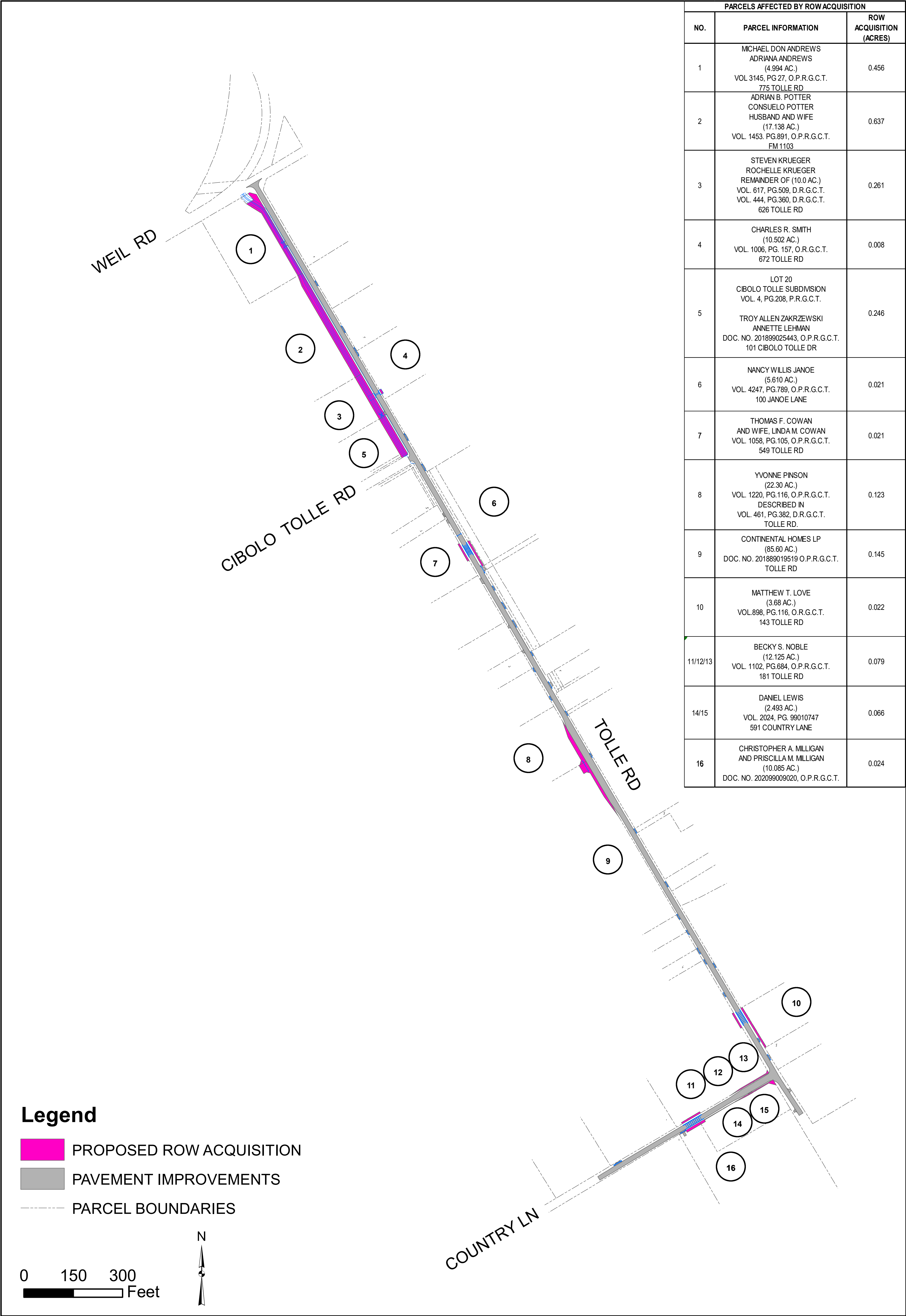
PARCELS AFFECTED BY ROW ACQUISITION			
NO.	ROE RECEIVED?	PARCEL INFORMATION	APPROX. ROW ACQUISITION (ACRES)
1	YES	MICHAEL DON ANDREWS ADRIANA ANDREWS (4.994 AC.) VOL 3145, PG 27, O.P.R.G.C.T. 775 TOLLE RD	0.456
2	NO	ADRIAN B. POTTER CONSUELO POTTER HUSBAND AND WIFE (17.138 AC.) VOL. 1453. PG 891, O.P.R.G.C.T. FM 1103	0.637
3	YES	STEVEN KRUEGER ROCHELLE KRUEGER REMAINDER OF (10.0 AC.) VOL. 617, PG. 509, D.R.G.C.T. VOL. 444, PG. 360, D.R.G.C.T.	0.261
4	NO	CHARLES R. SMITH (10.502 AC.) VOL. 1006, PG. 157, O.R.G.C.T. 672 TOLLE RD	0.008
5	YES	LOT 20 CIBOLO TOLLE SUBDIVISION VOL. 4, PG.208, P.R.G.C.T. TROY ALLEN ZAKRZEWSKI ANNETTE LEHMAN DOC. NO. 201899025443, O.P.R.G.C.T. 101 CIBOLO TOLLE DR	0.246
6	YES	NANCY WILLIS JANOE (5.610 AC.) VOL. 4247, PG. 789, O.P.R.G.C.T. 100 JANOE LANE	0.021
7	NO	THOMAS F. COWAN AND WIFE, LINDA M. COWAN VOL. 1058, PG. 105, O.P.R.G.C.T. 549 TOLLE RD	0.021
8	NO	YVONNE PINSON (22.30 AC.) VOL. 1220, PG. 116, O.P.R.G.C.T. DESCRIBED IN VOL. 461, PG. 382, D.R.G.C.T. TOLLE RD	0.123
9	YES	CONTINENTAL HOMES LP (85.60 AC.)	0.145

TOLLE ROAD IMPROVEMENTS
CITY OF CIBOLO, TEXAS
EXHIBIT B

PARCELS AFFECTED BY ROW ACQUISITION			
NO.	ROE RECEIVED?	PARCEL INFORMATION	APPROX. ROW ACQUISITION (ACRES)
		DOC. NO. 201889019519 O.P.R.G.C.T. TOLLE RD	
10	NO	MATTHEW T. LOVE (3.68 AC.) VOL. 898, PG. 116, O.R.G.C.T. 143 TOLLE RD	0.022
11/12/13	YES	BECKY S. NOBLE (12.125 AC.) VOL. 1102, PG. 684, O.P.R.G.C.T. 181 TOLLE RD	0.079
14/15	YES	DANIEL LEWIS (2.493 AC.) VOL. 2024, PG. 99010747 591 COUNTRY LANE	0.066
16	NO	CHRISTOPHER A. MILLIGAN AND PRISCILLA MILLIGAN (10.085 AC.) DOC. NO 202099009020, O.P.R.G.C.T.	0.024

TOLLE ROAD IMPROVEMENTS

CITY OF CIBOLO, TEXAS





RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CIBOLO CITY, TEXAS, PROVIDING NOTICE AND INTENT TO ACQUIRE PROPERTY FOR A ROADWAY RECONSTRUCTION PROJECT ON TOLLE ROAD IN THE CITY OF CIBOLO, GUADALUPE COUNTY TEXAS, FINDING AND DETERMINING PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS IDENTIFIED IN EXHIBIT "A", SUCH LAND BEING NECESSARY FOR PUBLIC USE IN CONNECTION WITH THE CONSTRUCTION, IMPROVEMENTS, AND MAINTENANCE OF TOLLE ROAD FOR USE AS A PUBLIC ROAD; AUTHORIZING SUCH ACQUISITION BY DONATION, PURCHASE, OR EMINENT DOMAIN; DETERMINING SUCH ACQUISITION IS FOR PUBLIC USE; AUTHORIZING ENTRY PERSUANT TO TEXAS LOCAL GOVERNMENT CODE 251.001; AUTHORIZING AND DIRECTING THE CITY MANAGER TO WORK WITH PROPERTY OWNERS TO ACQUIRE THE NEEDED PROPERTY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE A FINAL OFFER TO THE OWNER OF THE NEEDED REAL PROPERTY; AUTHORIZING PAYMENT OF THE COSTS OF SUCH PURCHASE OR EMINENT DOMAIN PROCEEDINGS, AS APPLICABLE, AND ASSOCIATED COSTS FOR APPRAISAL FEES, TITLE POLICIES AND SERVICES, RECORDING FEES, COURT COSTS, AND EXPERT WITNESS FEES IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY INTERESTS IDENTIFIED IN EXHIBIT "A". PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council of the City of Cibolo, Texas (the "City Council"), deems it necessary, proper and in the best interests of the public to acquire by gift, purchase, or if necessary by eminent domain, real property interests to a tract of land located in Guadalupe County, Texas as described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Properties"), for the construction, improvements, maintenance, and use of Tolle Road (the "Project"); and

Whereas, ("Property Owners") identified in Exhibit "B", own the respective Properties generally located in Exhibit "A"; and

Whereas, the City Council has determined and finds that the safety and welfare of the citizens of the City of Cibolo requires infrastructure improvements generally described as the Project; and

Whereas, the City Council finds it has temporarily lowered the speed limit on Tolle Road after a public outcry about the deteriorating condition of the road site in Exhibit A.

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 hereby approves and authorizes the following:

- (a) The real property interests of the Properties by gift or purchase for and in connection with the said Project. The City Manager or an authorized designee is hereby authorized and directed to negotiate with and make offers to the Property Owners for the purchase of the 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:

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

A. Discussion/Action regarding CCMA Southern WWTP Expansion to 3 MGD. (Mr. Reed/Mr. Ellis)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Discussion/Action Item: 12A.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

- August 26, 2014..... CCMA, the City of Schertz, and the City of Cibolo entered into an interlocal partnership to design and construct a new wastewater treatment plant that was to be located within the southern portion of CCMA's regional wastewater system (the "Southern Plant"), to meet the current and future wastewater treatment needs of Cibolo and Schertz, and potentially other customers;
- October 23, 2018..... **First Amendment to the Southern Plant Wastewater Services Funding Agreement** was effective on October 23, 2018, which amended the Agreement to recognize the issuance of the 2018 Bonds and to amend Section 4(b) to reflect the payment obligations of the Schertz and Cibolo concerning the 2018 Bonds, amends Exhibit B concerning increased costs of the Southern Plant, and adds a new Exhibit D to document the increase in debt service requirements on the 2018 Bonds by the Cities of Schertz and Cibolo;
- August 1, 2023..... City of Schertz approved a resolution for the **2nd amendment** and provided the Schertz City Manager authority to execute the amendment;
- August 10, 2023..... CCMA board approved the **2nd Amendment** to the Agreement and authorized its General Manager to execute the amendment;
- August 22, 2023..... Cibolo City Council approved the **2nd Amendment** to the Agreement, authorizing the City Manager to execute the Amendment.
- November 14, 2023..... City Council approves the **3rd Amendment** to the Agreement, authorizing the City Manager to execute the Amendment. Both Schertz and CCMA approve this amendment.
- January 23, 2024..... Cibolo City Council approves the **Mediated Settlement Agreement between Green Valley Special Utility District (GVSUD) and the City of Cibolo** Concerning the Certificate of Convenience and Necessity (CCN) Area between GVSUD and City of Cibolo. *This MSA has been fully executed.*
- February 13, 2024..... City Council approved a **Resolution and a MOU that together represent the City of Cibolo's commitment to proceed with its obligation to utilize the CCMA Southern Plant** and to make its financial contribution to the CCMA Southern Plant per the terms of the Southern Plant Wastewater Services and Funding Agreement ("Agreement"), while it continues complete the mediated settlement with GVSUD concerning the Certificate of Convenience and Necessity (CCN) area for wastewater service. *The MOU was fully executed by CCMA, the City of Schertz, and the City of Cibolo.*
- April 23, 2024 City Council approves the Comprehensive Settlement Agreement between Green Valley Special Utility District (GVSUD) and the City of Cibolo concerning the Certificate of Convenience and Necessity (CCN) Area between GVSUD and City of Cibolo. *This CSA was fully executed on April 26, 2024.*

- August 28, 2024 City Council incorporated debt payments in the FY25 budget in the Utility Fund. The City of Cibolo's payment in FY25 is \$206,225 (see Attachment 1).
- March 2025..... The Finance Department processed the first payment to CCMA for in the amount of \$58,112.50 (interest only) in March 2025.
- January 14, 2025..... City Council approved a contract under the Master Professional Services Agreement with Freese and Nichols, Inc., for the Cibolo South Sanitary Sewer Master Plan in the amount \$153,188.
- January 14, 2025..... City Council approved a contract under the Master Professional Services Agreement with Freese and Nichols, Inc., for an update to the City's Water, Wastewater, Roadway, and Drainage Impact Fees in the amount of \$318,245.

BACKGROUND:

The purpose of this presentation is to help City Council to focus on the future growth that is forecasted in the Cibolo wastewater certificate of convenience and necessity (CCN) (see Attachments 2 and 3). The City Council has continued to take steps toward controlling its destiny with future growth in the southern area of the city limits as evidenced by the significant milestones noted under the Previous Actions section. Tonight, we will discuss the expansion to the CCMA South Plant. City Council is not being asked to make a decision on the expansion tonight. Rather, the questions are as follows:

- Does City Council have any questions or comments about the strong residential growth that is occurring to the west and east of Cibolo Creek and between FM 78 and I-10 in the Schertz growth area and along GVSUD's Santa Clara WW Interceptor?
- Does City Council have any questions about the projected growth in Cibolo's growth area (WWTP CCN) that will be connected to the CCMA South Plant?
- Does Council support attending a joint meeting between Schertz, CCMA, and Cibolo to discuss expansion in more detail?

The City of Cibolo is committed to fulfill its obligation to utilize the CCMA Southern Plant and to make its financial contribution to the CCMA Southern Plant per the terms of the Southern Plant Wastewater Services and Funding Agreement ("Agreement"). The City reaffirmed its commitment to pay this debt in February 2024 and has made its first payment this past March (see Previous Actions section). In addition, the City executed the Comprehensive Settlement Agreement between Green Valley Special Utility District (GVSUD) and the City of Cibolo concerning the Certificate of Convenience and Necessity (CCN) Area between GVSUD and City of Cibolo.

The Southern Plant Wastewater Services and Funding Agreement ("Agreement") was originally executed on August 26, 2014, by the Cibolo Creek Municipal Authority ("CCMA"), the City of Schertz, Texas ("Schertz"), and the City of Cibolo, Texas ("Cibolo"). The Agreement provides and defines the obligations between Schertz and Cibolo concerning the repayment of the Southern Plant Bonds, the costs of issuance, the annual maintenance and operations costs at the Southern Plant, documenting and allocating the annual use of the capacity from the Southern Plant, the establishment of the framework for the possible expansion of the Southern Plant, and the ability to add prospective customers to benefit from the Southern Plant.

CCMA has completed Phase I(0.5 MGD) of the Southern Plant. Starting late 2024, wastewater flows began to enter the plant from residential developments in the City of Schertz growth area; today, the average flows into the plant are approximately 0.125 MGD, or one-half of Schertz' capacity into the plant. Per the Southern Plant Payment Terms in Section 4 of the Agreement, Cibolo may connect to the Southern Plant under the following term:

4(a) Cibolo may connect to the Southern Plant at any time and Schertz agrees to subordinate a portion, not to exceed fifty percent (50%) of its right to the exclusive use of the Southern Plant, provided that (1) Cibolo pays CCMA and CCMA pays Schertz...; and (2) Cibolo pays a proportionate share of the operation and maintenance expenses to the Southern Plant, both budgeted and actual....

Further, Section 4(b) states payment arrangements for the Southern Plant Bonds shall be divided between Schertz and Cibolo such that Schertz is obligated to solely make those payments for the first ten years (Years 1 – 10) of the Agreement. Starting in 2025, the City of Schertz and the City of Cibolo will each contribute to the bond payments for next ten years (Years 11 – 20) , and the City of Cibolo becomes obligated to solely make those payments for the last ten years (Years 21 – 30) of the Southern Plant Bond payment schedule (see Attachment 1).

Section 4(c) states CCMA will share the payment schedule for each payment term. CCMA provided both cities with this information for FY25.

The following is an abbreviated history of the Southern Plant Wastewater Services and Funding Agreement ("Agreement") between CCMA, Schertz and Cibolo and the related settlement between GVSUD and Cibolo

STAFF RECOMMENDATION:

Staff recommends that City Council support the joint meeting between the City of Schertz, CCMA, and Cibolo. GVSUD may attend, because it has capacity in the plant through two separate settlement agreements.

FINANCIAL IMPACT:

CCMA Southern Plant. The City of Cibolo has committed to make payments for outstanding debt per the Southern Plant Wastewater Services and Funding Agreement and support the maintenance and operations of the CCMA Southern Plant. The debt has a 30 year payment term, starting in 2015. Over the 30 year term, the City of Schertz has been responsible for payment of debt during the first ten (10) years, the City of Schertz and the City of Cibolo will both cover the debt payments in Years 11 – 20, and the City of Cibolo will cover the debt payments in Years 21 – 30. The debt model shows that the City of Schertz will pay a total of \$9,903,675 and the City of Cibolo will pay \$10,104,300, if payments are made timely and does not assume advance payment over the term to reduce interest.

The City of Cibolo can make CCMA Southern Plant debt payments across the first three (3) years (less than \$300,000 per year) and the next seven (7) years (less than \$362,000 per year) from the Utility Fund based on current annual budget projections. By the end of the tenth year (Years 21 – 30) to make debt, the City of Cibolo will want to ensure that the Utility Fund is receiving monthly revenue from wastewater customers located in the new CCN area and impact fees (portion related to debt for treatment) from new connections in this area to cover the debt payments.

MOTION(S):

No formal action is required at this meeting. However, staff does need clear direction on whether City Council supports a joint meeting.

Attachments

[Att 1 CCMA Southern Plant Final Debt Model Amend 2018-11.pdf](#)

[Att 2 - Cibolo vs. GVSUD CCN Map 2023-12-19.pdf](#)

[Att 3 - Cibolo South Wastewater CCN 2024-05.pdf](#)

[Att 4 - Presentation CCMA South WWTP Expansion 2025-05-13.pdf](#)

[Att 5 - Presentation Build It and they will Come - Santa Clara Rd Corridor Subs 2025-05.pdf](#)

Cibolo Creek Municipal Authority
Debt Model for Southern Wastewater Treatment Plant Project
November 7, 2018

Total Bond Payments			
Fiscal Year Ending 9/30	Contract Revenue Bonds Series 2014	Contract Revenue Bonds Series 2018*	Total Debt Service
2015	\$ 342,650		\$ 342,650
2016	411,150		411,150
2017	413,150		413,150
2018	410,250		410,250
2019	412,250	\$ 165,125	577,375
2020	414,150	302,850	717,000
2021	410,950	303,100	714,050
2022	412,750	303,100	715,850
2023	412,800	302,850	715,650
2024	412,700	302,350	715,050
2025	412,450	301,600	714,050
2026	410,250	300,600	710,850
2027	412,850	304,350	717,200
2028	410,050	302,600	712,650
2029	412,050	300,600	712,650
2030	413,650	303,350	717,000
2031	409,850	300,600	710,450
2032	410,850	302,600	713,450
2033	411,450	304,100	715,550
2034	411,650	300,100	711,750
2035	411,450	300,850	712,300
2036	413,200	301,100	714,300
2037	414,200	300,850	715,050
2038	409,450	305,100	714,550
2039	409,200	303,600	712,800
2040	413,200	304,000	717,200
2041	409,600	304,000	713,600
2042	410,600	303,600	714,200
2043	411,000	302,800	713,800
2044	410,800	301,600	712,400
Total	\$ 12,280,600	\$ 7,727,375	\$ 20,007,975

* Final True Interest Cost on the 2018 Bonds calculated to be 3.98%.

Payments - City of Schertz			
Fiscal Year Ending 9/30	Contract Revenue Bonds Series 2014	Contract Revenue Bonds Series 2018*	Total Debt Service
2015	\$ 342,650		\$ 342,650
2016	411,150		411,150
2017	413,150		413,150
2018	410,250		410,250
2019	412,250	\$ 165,125	577,375
2020	414,150	302,850	717,000
2021	410,950	303,100	714,050
2022	412,750	303,100	715,850
2023	412,800	302,850	715,650
2024	412,700	302,350	715,050
2025	206,225	301,600	507,825
2026	205,125	300,600	505,725
2027	206,425	304,350	510,775
2028	205,025	151,300	356,325
2029	206,025	150,300	356,325
2030	206,825	151,675	358,500
2031	204,925	150,300	355,225
2032	205,425	151,300	356,725
2033	205,725	152,050	357,775
2034	205,825	150,050	355,875
2035	-	150,425	150,425
2036	-	-	-
2037	-	-	-
2038	-	-	-
2039	-	-	-
2040	-	-	-
2041	-	-	-
2042	-	-	-
2043	-	-	-
2044	-	-	-
Total	\$ 6,110,350	\$ 3,793,325	\$ 9,903,675

* Final True Interest Cost on the 2018 Bonds calculated to be 3.98%.

Payments - City of Cibolo			
Fiscal Year Ending 9/30	Contract Revenue Bonds Series 2014	Contract Revenue Bonds Series 2018*	Total Debt Service
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025	\$ 206,225		\$ 206,225
2026	205,125		205,125
2027	206,425		206,425
2028	205,025	\$ 151,300	356,325
2029	206,025	150,300	356,325
2030	206,825	151,675	358,500
2031	204,925	150,300	355,225
2032	205,425	151,300	356,725
2033	205,725	152,050	357,775
2034	205,825	150,050	355,875
2035	411,450	150,425	561,875
2036	413,200	301,100	714,300
2037	414,200	300,850	715,050
2038	409,450	305,100	714,550
2039	409,200	303,600	712,800
2040	413,200	304,000	717,200
2041	409,600	304,000	713,600
2042	410,600	303,600	714,200
2043	411,000	302,800	713,800
2044	410,800	301,600	712,400
Total	\$ 6,170,250	\$ 3,934,050	\$ 10,104,300

* Final True Interest Cost on the 2018 Bonds calculated to be 3.98%.

City of Cibolo/GVSUD Study Area for Proposed CCN Swap

(For mediation purposes only)

Total Approx. Acreage of Study Area = 3326 Acres



Fire Station #4

GIS Acre

1053 ac Proposed Cibolo

2187 ac Proposed Cibolo

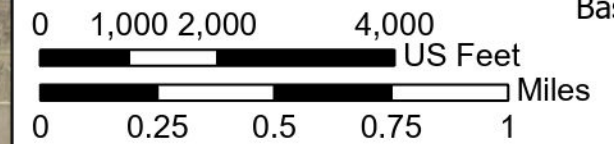
86 ac Proposed Cibolo

Cibolo CCN #21108 Outside Study Area (417 Acres)

Wastewater Service Area

Parcel

5 Mile Radius from the Edge of the Base Property



December 12th, 2023: This map has been produced by the City of Cibolo to be used in mediation with the Green Valley Special Utility District. The map is preliminary and may be revised based on mediation discussions. Case No. 1: 16-CV-0062 7-LY; Green Valley Special Utility District v. City of Cibolo, et al.

Zone A

Zone B

Zone C

CCMA South WWTP Expansion



City Council Meeting
April 22, 2025

Presentation Overview

- 10 Major Steps to Controlling Cibolo's Destiny
- South Plant WWTP Existing TCEQ Permit and Major Amendment
- CCMA South WWTP Service Area
- Schertz Expansion Request of CCMA
- Demand for Wastewater Service
- Cibolo-GVSUD Comp Settlement Agreement
- Options for Expansion to WWTP (2.375 MGD or the full 3.0 MGD)
- Additional Considerations
- Next Steps and Timeline
- Council Direction and Feedback

Council Feedback and Direction

- Does City Council have any questions or comments about the strong residential growth that is occurring to the west and east of Cibolo Creek and between FM 78 and I-10 in the Schertz growth area and along GVSUD's Santa Clara WW Interceptor?
- Does City Council have any questions about the projected growth in Cibolo's growth area (WWTP CCN) that will be connected to the CCMA South Plant?
- Does Council support attending a joint meeting between Schertz, CCMA, and Cibolo to discuss expansion expansion in more detail?

NOTE: The next step would be to schedule a joint meeting in June.

10 Major Steps to Controlling Cibolo's Destiny

In April 2024, City of Cibolo and the Green Valley Special Utility District (GVSUD) resolved a seven-year dispute over which agency should be the wastewater provider for a more than 5 square mile area that connects the current urbanized area of Cibolo to the I-10 corridor.

1. Mediated Settlement Agreement (CC Agenda on January 23, 2024)
2. CCMA Funding Agreement Commitment (CC Agenda on February 13, 2024)
3. MOU on Chronology and Performance (February 13, 2024)
4. Final Settlement Agreement (April 23, 2024)
5. Comprehensive Plan and Future Land Use Map (adopted September 2024)
6. Design of Wastewater Capital Projects (initiated project January 2025)
7. Update to Impact Fees (initiated project January 2025)
8. Outreach to Property Owners and Developers (2025-2026)
9. Land Use Tools to Maximize Quality of Future Development (UDC Rewrite 2025-2026)
10. Bidding of Wastewater Projects and Participating in CCMA South WWTP Expansion (2026-2030)

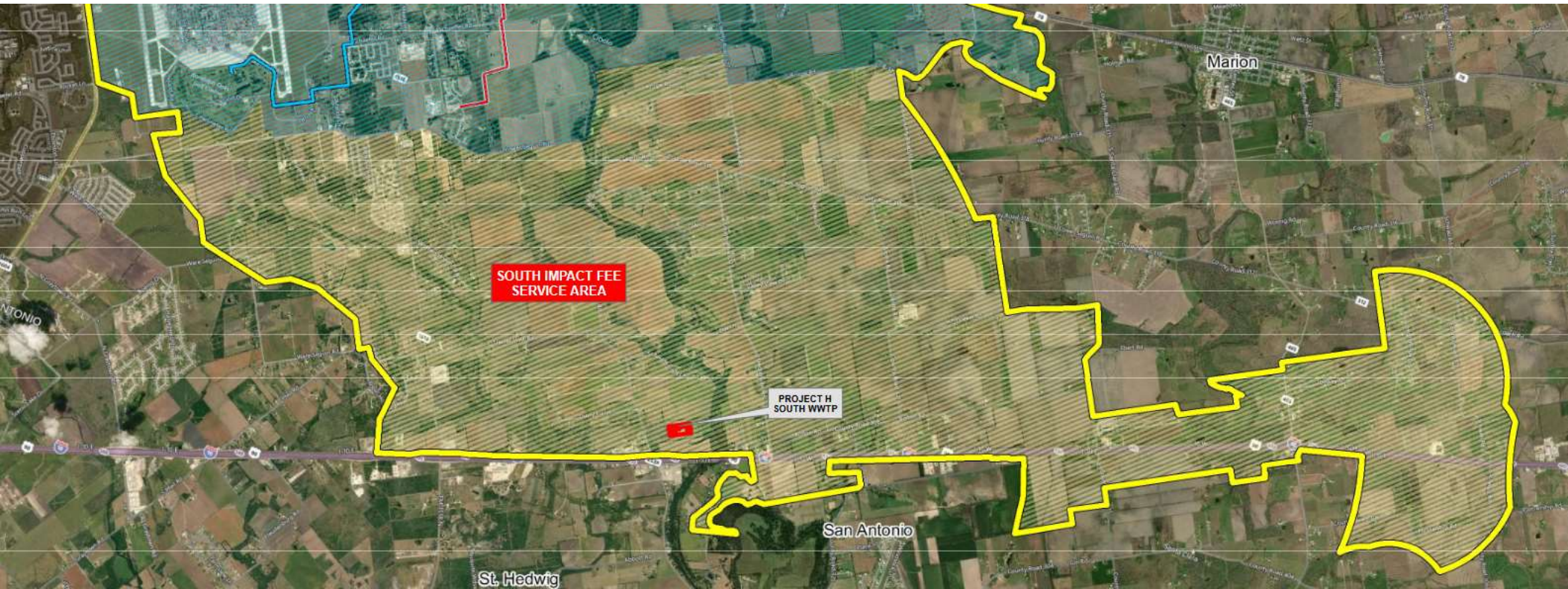
South Plant WWTP Existing TCEQ Permit

- These are the phases identified in the current CCMA discharge permit up to 3 MGD
- Interim Phase 1 (Current Phase)
 - 0.5 MGD (million gallons per day)
 - 3,225 LUEs worth of capacity (living unit equivalents, or single-family residences)
- Interim Phase 2
 - 1 MGD
 - 6,450 LUEs
- Final Phase
 - 3 MGD
 - 19,350 LUEs
- The plant can be expanded to any capacity between 1 MGD and 3 MGD with a minor amendment to the permit
- Expansion of the plant beyond 3 MGD will require a major amendment

South Plant WWTP Permit Major Amendment

- CCMA is preparing a major amendment application with an interim phase of 3 MGD and a final phase of 6 MGD
- Anticipate submittal to TCEQ by end of June
- TCEQ's standard permit review can take as long as 12 months
- CCMA will proceed with design of an expansion concurrent with the TCEQ review of the major amendment

CCMA South Plant WWTP Service Area

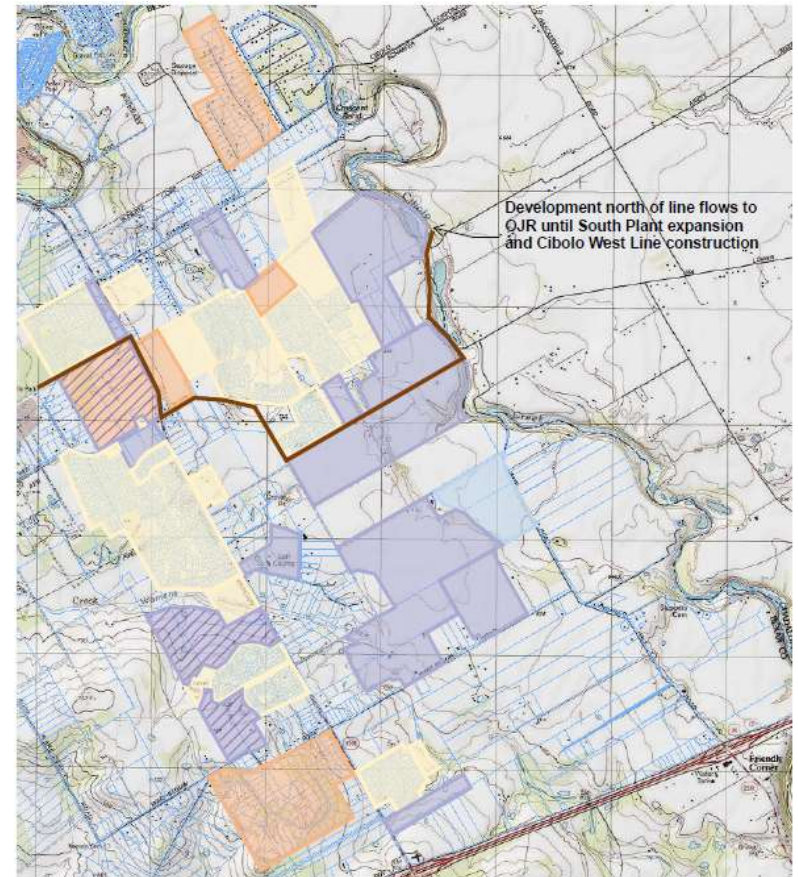


Schertz Expansion Request of CCMA

- Existing Southern WTP has a total of 0.5 MGD
 - Schertz has 0.25 MGD capacity out of the 0.5 MGD
 - Cibolo has 0.25 MGD capacity out of the 0.5 MGD
- Schertz has requested an additional 1.375 MGD (8,870 LUEs) to accommodate their own flow requirements
- The plant expansion would be a minimum of 1.875 MGD
 - Schertz would have 1.625 MGD capacity
 - Cibolo would still only have 0.25 MGD capacity, if it does not participate in the expansion

Demand for Wastewater Service – West of Cibolo Creek

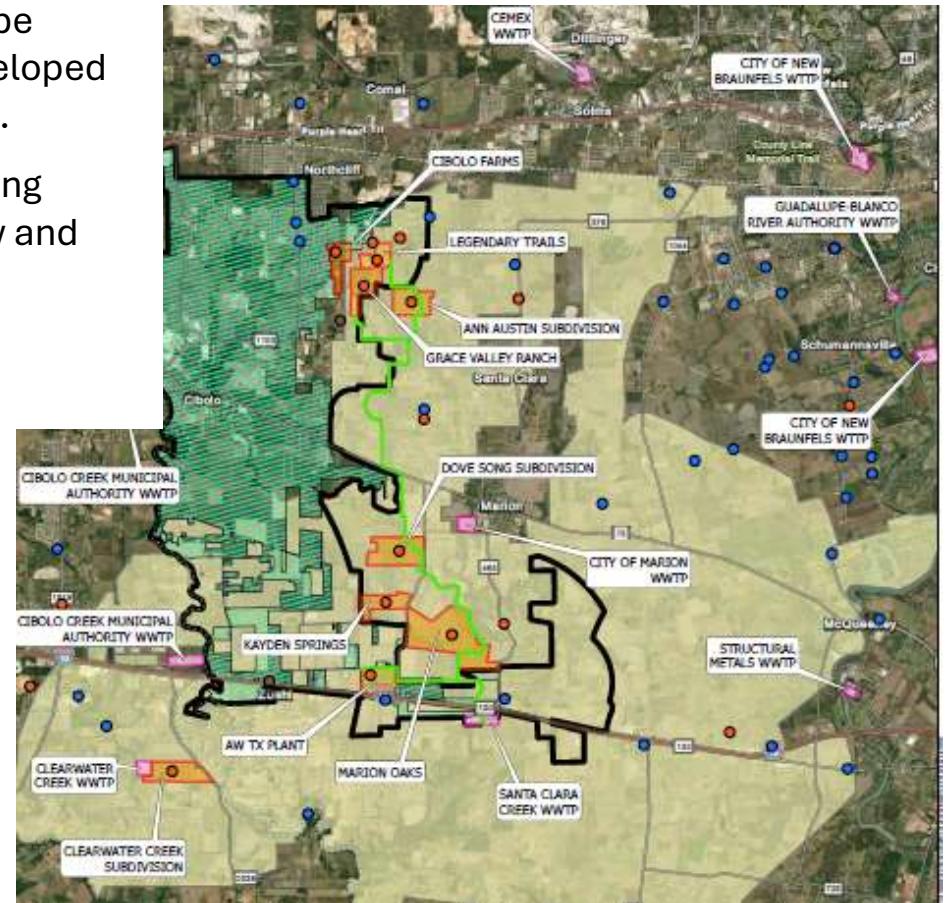
- The following table reflects City of Schertz commitments to be served by the **CCMA South Plant WWTP**. This was developed by the City of Schertz.
- Presently, Schertz has some 1,462 single-family homes (DUEs) ready to connect or connected to the CCMA South WWTP
- Currently, Schertz flows into the WWTP are tracking 126K gallons/day in March 2025 and 124K gallons/day in April 2025.
- Schertz remaining capacity is reserved to GVSUD per its Comprehensive Settlement Agreement.



Demand for Wastewater Service – East of Cibolo Creek

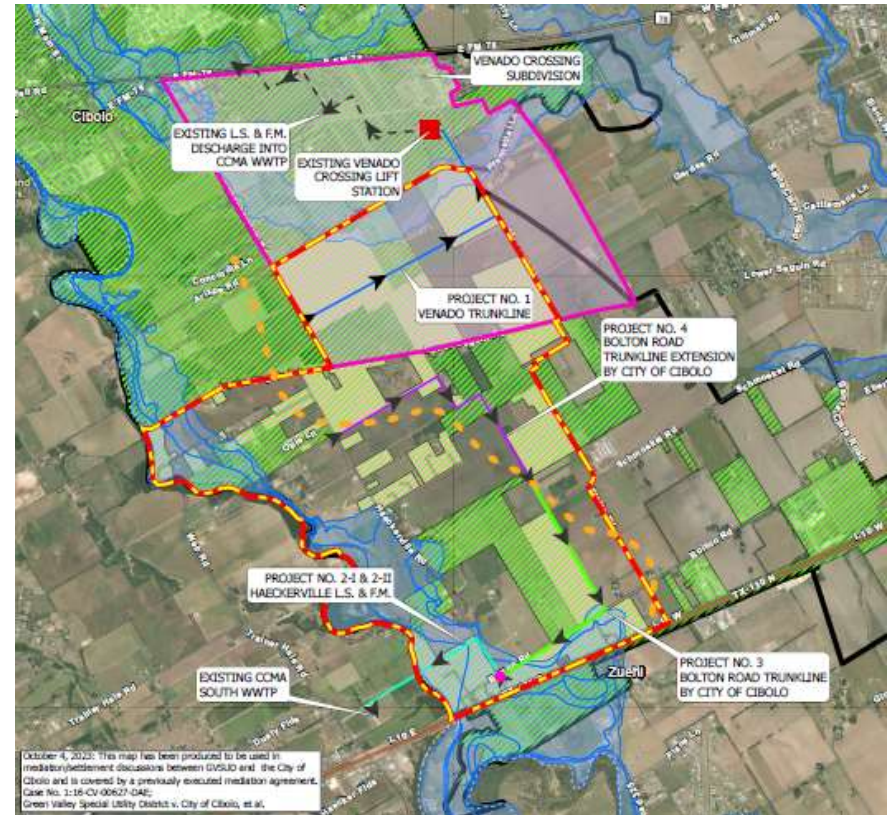
- The following table reflects GVSUD commitments to be served by the **Santa Clara WWTP**. This map was developed by the City of Cibolo's engineering consultant in 2023.
- Residential developments located south of FM 78 along Santa Clara Road are highlighted by red outline below and represent 4,267 dwelling units out of the total shown.
- See separate PowerPoint for aerials of these multiple subdivisions under development.

Development Name	AREA (ACRES)	DWELLING UNIT PER ACRE (DUA) FACTOR	DWELLING UNITS
Grace Valley Ranch ⁽¹⁾	166.88	5.19	868.0
AW TX Plant ⁽²⁾	152.03	1.25	190
Cibolo Farms ⁽³⁾	105.65	3.61	381.0
Legendary Trails ⁽⁴⁾	103.2	3.46	357.0
Dove Song	256.19	3.59	921.0
Kayden Springs	110	7.14	785.0
Marion Oaks	344	5.11	1,759
Ann Austin	173.8	4.61	802
TOTALS	1,411.75		6,063.3



Growth for Wastewater Service in Cibolo's CCN

- Cibolo's Wastewater CCN provides an opportunity to control growth by being the provider of wastewater.
- Freese and Nichols has started on the South Cibolo Wastewater master Plan, from which the City will focus on the first interceptor to connect the South WWTP to the area located around Haeckerville Road and Bolton Road.
- Opportunities exist to partner with development to fund infrastructure.



Cibolo-GVSUD Comp Settlement Agmt.

- CCMA South WWTP (Treatment Capacity)
 - Phase I
 - City of Cibolo has 0.25 MGD in CCMA South Plant existing WWTP (0.5 MGD)
 - Cibolo assigns to GVSUD 25,000 GPD average flow treatment capacity in CCMA South WWTP at no cost and an option for GVSUD to obtain an additional 25,000 GPD at Cibolo cost.
 - Phase II
 - Cibolo assigned to GVSUD 100,000 GPD average flow treatment capacity in CCMA South WWTP at no cost and an option for GVSUD to obtain an additional 25,000 GPD at Cibolo cost.
 - Phase III
 - Cibolo assigned to GVSUD 200,000 GPD average flow treatment capacity in CCMA South WWTP at no cost and an option for GVSUD to obtain an additional 100,000 GPD at Cibolo's cost

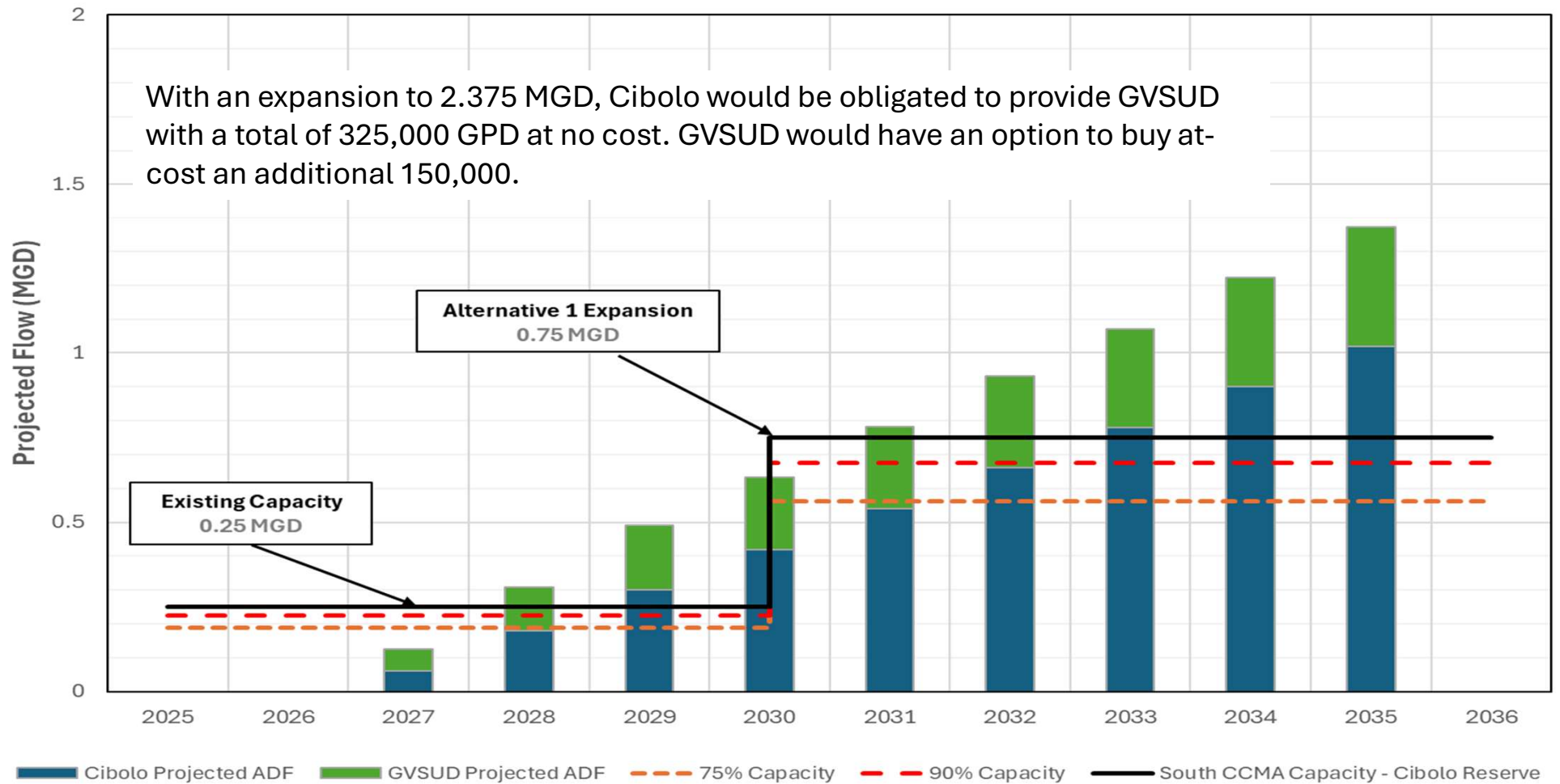
Phase 2, Option 1 Construction

1.875 MGD (12,096 LUEs) expansion to a permitted total of 2.375 MGD (15,322 LUEs)

- Schertz has requested an additional 1.375 MGD (8,870 LUEs) to accommodate their own flow requirements plus their obligations to GVSUD under their own comprehensive settlement agreement
 - Schertz would own a total of 1.625 MGD (10,483 LUEs) in the expanded facility
- Under this expansion scenario, Cibolo would receive an additional 0.5 MGD (3,225 LUEs) to accommodate its flow requirements plus the city's obligations to GVSUD under the comprehensive settlement agreement
 - Cibolo would own a total of 0.75 MGD (4,838 LUEs), of which 325,000 would be committed to GVSUD at no cost per the Comprehensive Settlement Agreement

South CCMA Wastewater Treatment Plant

WWTP Expansion - Alternative 1



Phase 2, Option 1 Estimated Costs

1.875 MGD expansion would cost approximately \$64.69 million

- This is assuming \$30 per gallon of construction costs and a 15% Engineering cost
- Construction costs anywhere between \$25 per gallon and \$60 per gallon, with most recent jobs of this size and scope trending toward the lower end
- Construction costs estimated to be around \$56.25 million
 - Cibolo's share of cost at 26.67% of the capacity would be roughly \$15 million
- Design costs \$8.44 million
 - Cibolo's share at 26.67% would be roughly \$2.25 million
- Total estimated costs for Cibolo would be roughly \$17.25 million

NOTE: The figures on this slide do NOT include contingency funds

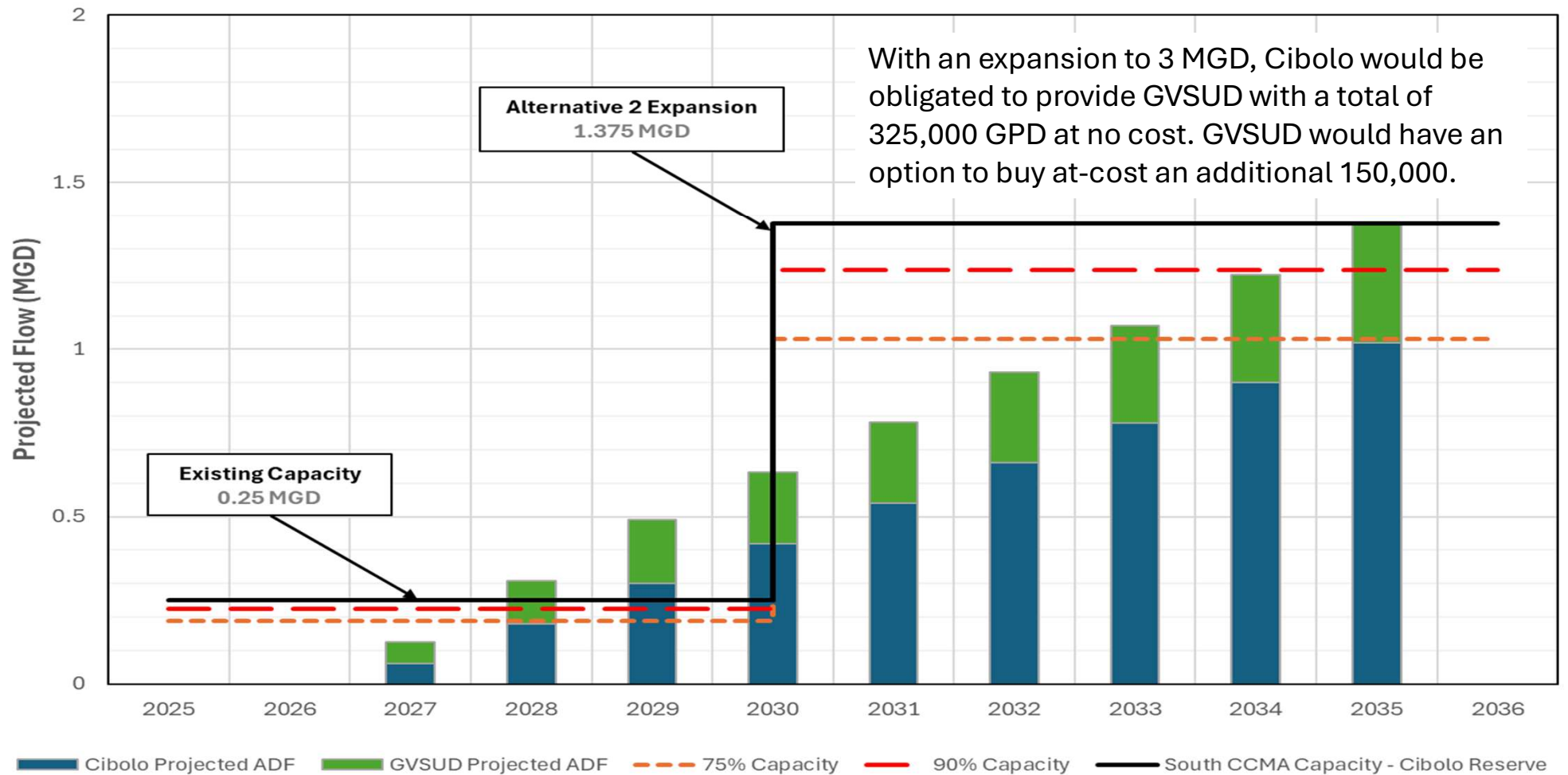
Phase 2, Option 2 Construction

2.5 MGD (16,129 LUEs) expansion to a permitted total of 3 MGD (19,354 LUEs)

- Schertz has requested an additional 1.375 MGD (8,870 LUEs) to accommodate their own flow requirements plus their obligations to GVSUD under their own comprehensive settlement agreement
 - Schertz would own a total of 1.625 MGD (10,483 LUEs) in the expanded facility
- Cibolo would receive an additional 1.125 MGD (7,258 LUEs) to accommodate its own flow requirements plus the city's obligations to GVSUD under the comprehensive settlement agreement
 - Cibolo would own 1.375 MGD (8,870 LUEs), of which 325,000 would be committed to GVSUD at no cost per the Comprehensive Settlement Agreement
- This would take the facility to the final phase of its discharge permit
- Additional capacity for GVSUD is not included in this option, but if requested, should have little impact on the pricing for the two cities

South CCMA Wastewater Treatment Plant

WWTP Expansion - Alternative 2



Phase 2, Option 2 Estimated Costs

2.5 MGD expansion would cost approximately \$86.25 million

- This is assuming \$30 per gallon of construction costs and a 15% Engineering cost
- Construction costs anywhere between \$25 per gallon and \$60 per gallon, with most recent jobs of this size and scope trending toward the lower end
- Construction costs \$75 million
 - Cibolo's share of cost at 45% of the capacity would be roughly \$33.75 million
- Design costs \$11.25 million
 - Cibolo's share at 45% would be roughly \$5.06 million
- Total estimated costs for Cibolo would be roughly \$38.81 million

NOTE: The figures on this slide do NOT include contingency funds

Phase 2 Options Comparison

Option 1 (2.375 MGD capacity)

- 1.875 MGD Expansion
- 0.5 MGD additional capacity for Cibolo
 - 3,225 additional LUEs
- \$64.69 million total estimated cost
 - \$17.25 million total cost for Cibolo
 - \$15 million for construction
 - \$2.25 million for design

Option 2 (full 3 MGD Capacity)

- 2.5 MGD Expansion
- 1.125 MGD additional capacity for Cibolo
 - 7,258 additional LUEs
- \$86.25 million total estimated cost
 - \$38.81 million total cost for Cibolo
 - \$33.75 million for construction
 - \$5.06 million for design

NOTE: CCMA will not begin a Phase 3 expansion after Phase 2 expansion for 6 years.

Additional Considerations

- If the plant is expanded beyond 3 MGD, it will require a major permit amendment
 - These are normally less than \$100,000, but in some scenarios, can lead to litigation that increases costs
 - A major permit amendment can also potentially add time to the process
- These figures are estimates
 - Other local wastewater projects, material price increases, labor disruptions, etc. can increase the costs of construction beyond \$30 per gallon
- There are benefits to participating in a larger project with more partners
 - Common structures, electrical and chemical feeds, contractor mobilization, in-ground piping, etc. are generally more cost effective if built for larger projects and not piecemealed as parts of smaller projects
- If a party elects not to participate in this expansion (Cibolo, Schertz, or GVSUD), then the next earliest opportunity for additional capacity would be after the completion of this planned expansion
- The cheapest time to expand the plant will be now
 - CCMA received pricing for a 3.8 MGD expansion of our OJR facility in 2017, with the price per gallon construction cost being \$7.95 per gallon
 - CCMA received pricing for the initial/current 0.5MGD phase of the South Plant in 2019, with the price per gallon construction cost being \$17.40

Timeline and Next steps

- Cibolo and Schertz to negotiate with CCMA for separate agreements for their share of the expansion to 3 MGD on same terms
- Schertz is ready to proceed to negotiate an agreement for expansion and time is of the essence given the approved developments
- Anticipate having agreements in place by end of September 2025
- 15-20 months of design and financing (Including TCEQ review)
 - The need for a major amendment can add time to this portion of the job, but would generally run concurrently with design
 - Completion December 2026 - May 2027 (dependent on funding agreements)
 - Litigation associated with the permitting process can add years to the project
- 3 months to advertise the project and evaluate respondents
 - Completion March 2027- August 2027 (depending on design and financing)
- 24-30 months for construction
 - Completion March 2029 - April 2030
- 48-65 months for Beginning to End of Plant Expansion
 - March 2029 – April 2030, dependent upon timeline of above steps

Council Feedback and Direction

- Does City Council have any questions or comments about the strong residential growth that is occurring to the west and east of Cibolo Creek and between FM 78 and I-10 in the Schertz growth area and along GVSUD's Santa Clara WW Interceptor?
- Does City Council have any questions about the projected growth in Cibolo's growth area (WWTP CCN) that will be connected to the CCMA South Plant?
- Does Council support attending a joint meeting between Schertz, CCMA, and Cibolo to discuss the WWTP expansion in more detail?

NOTE: The next step would be to schedule a joint meeting in June.

Dove Song – Phase I



Dove Song – Phase II



Ranchers Way



Marion Oaks



Kayden Springs (Across the street from Marion Oaks)





City Council Regular Meeting Staff Report

B. Discussion/Action on combining Downtown Market Days & Cibolo Summer Nights (Mr. Howard)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Discussion/Action Item: 12B.
From	
David Howard, Parks Superintendent	

BACKGROUND:

On March 25, 2025, a presentation was delivered to City Council providing a comprehensive recap of the City's signature events and an overview of the planned event calendar for 2025. A subsequent presentation was held on April 11, 2025, during which staff provided additional information regarding Special Events. However, clear direction from Council regarding the proposed combination of Cibolo Summer Nights and Market Days was not provided.

SUMMARY:

The following presentation addresses the miscommunication conveyed during the May 25th City Council meeting, where it was stated that a vendor survey had been conducted to justify discontinuing the monthly Downtown Market Days event. This presentation clarifies that no formal vendor survey was distributed for that purpose; however, an intercept survey was conducted in person with vendors to gather feedback regarding their experiences. Additionally, it outlines the changes implemented to the Downtown Market Days structure and details the methodology used to inform and support the decision to integrate Market Days into the Cibolo Summer Nights series, rather than continuing it as a standalone event.

The following this presentation, the City Council will be discussing the changes made to the Market Days.

In this presentation, Staff is seeking direction on the following:

- **Does City Council support combining Downtown Market Days with Cibolo Summer Nights to be held on Friday nights?**
- **Does City Council have any questions about Market Days and Summer Nights?**

FINANCIAL IMPACT:

The financial impact will depend on City Council's direction.

MOTION(S):

Motions will be related to the two questions above.

Attachments

[Market Days - Summer Nights.pdf](#)

Cibolo Summer Nights and Downtown Market Day Update

May 13, 2025



200 S. MAIN ST. CIBOLO, TX 78180 | 210-658-9900 | WWW.CIBOLOTX.GOV

City Council Feedback and Direction

- Does City Council have any questions about Downtown Market Days and Cibolo Summer Nights?
- Does City Council support combining Downtown Market Days with Cibolo Summer Nights to be held on Friday nights?



Council Strategic Plan

Vision: A community that is proud of our historic roots, responsive to residents, and innovating for our future.

Strategy Goal 1 – Economic Development

- Initiative 1.4: Promote and preserve our historic downtown
- Initiative 1.4.3: Create a communications calendar to engage with stakeholders annually; including Cibolo Magazine (newsletter)

Strategic Goal 3 – Partnerships & Relationships

- Initiative 3.1: Build strong connections and relationships with community partners, residents, and employees

Strategic Goal 4 – Quality of Life

- Initiative 4.1: Promote and preserve our historic downtown
- Initiative 4.1.8: Develop marketing initiatives that strengthen the image of Cibolo being a "City of Choice" in relation to recreation opportunities
- Initiative 4.3: Support youth activities
- Initiative 4.4: Provide unique outdoor experiences "Memorable experiences"
- Initiative 4.4.1: Update Downtown Master Plan to create clear vision for the heart and soul of our community
- Initiative 4.4.2: Continue Cibolo Summer Nights, Downtown Market Days, Holiday Parade, Cibolofest and other complementary special events on an annual basis

Strategic Goal 5 – Financial Integrity

- Initiative 6.1: Govern openly to build and sustain trust through citizen inclusion and involvement
- Initiative 6.1.9: Provide calendar of community engagement opportunities on City Website
- Initiative 6.2.1: Create digital newsletter content calendar





2024 Events Summary

- 8 Total Market Days in 2024
- Avg. Vendor Attendance: 15 Vendors
 - ***Not to include the Children's Market**
- Downtown Market Day Vendor Cost = \$42
- Average Downtown Market Day Attendance
 - 100 to 150 over a 5.5-hour duration
- Average Cibolo Summer Nights Attendance
 - 500 to 600 over a 2.5-hour duration





Intercept Survey

- Purpose: Intercept vendors during the event to gather real-time opinions
- Measurables: satisfaction, challenges, and likelihood to return or recommend
- How long have you been participating as a vendor?
- How likely are you to participate as a vendor again in the future?



Intercept Survey Questions

- Were you satisfied with the location of the Event?
- How would you rate the amount of foot traffic to your booth?
- How satisfied were you with your sales or leads generated today?
- Have you heard of our Cibolo Summer Nights Events?





CIBOLO
Summer
NIGHTS

AUG
2024
2

Splash Bash

6:30 PM at the Multi Event Center



📍 200 S. Main St.

Cool off at the last Cibolo Summer Night featuring water inflatables, a water balloon battle, a super soaker battle, foam pit and the Cibolo Fire Department spraying the field. Bring your swimsuit and sunscreen and join us for fun, food trucks, and ice cream!

Thank you to our sponsors:



Downtown Market Feed Back

I am interested. How do I proceed?

~Uncle Daves Dogs

Count me in. Elsa's Filipino Kitchen is interested.

~Elsa's Filipino Kitchen

Thank you for contacting us. We are interested in being a vendor for this event. We are a food vendor, just wanted to clarify since there is an ask for a water themed activity for the children. We can orchestrate something.

~Kai's Caribbean Fusion

Hi there! Just wondering if you could send me more details on the Splash Bash. How much is the vendor fee, what time is set up, etc? Thank you!

~Pawsomepops



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7



CIBOLO
Summer
NIGHTS

AUG
2024
2

Splash Bash

6:30 PM at the Multi Event Center



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Thank you to our sponsors:



Downtown Market Feed Back

We would love to participate! What is needed from us?

~ Nola Bayou Bites

Greetings I would love to be a part of this great event. Let me know exactly what I need to do. Thank.

~The Center of Worship

I am interested in hearing more about this opportunity to serve the community!

What is needed in order to participate? Also, will we be able to sell products or give out samples?

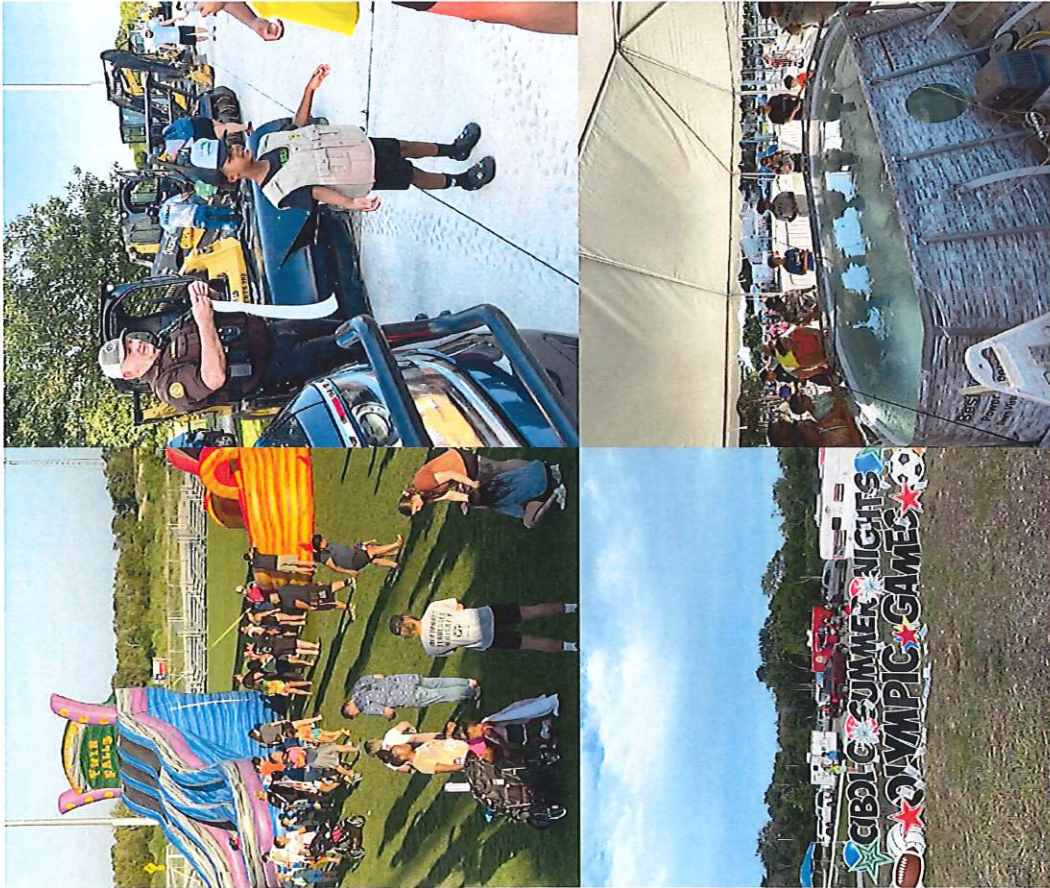
~Phoenix Gillihan

We would love to! Thank you so much.

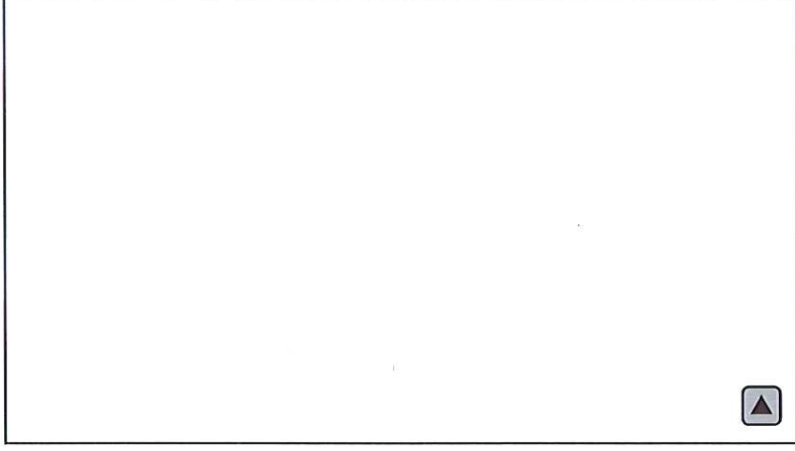
~Patsy Pulido



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Community Feed Back





2025 CIBOLO summer NIGHTS & MARKET DAY

2025 | 6:30 PM

MULTI EVENT CENTER*

- 02/ TOUCH-A-TRUCK**
MAY
- 06/ FISHING TOURNAMENT**
JUNE
- 11/ CIBOLO FAMILY YMCA**
JULY
- 01/ SPLASH BASH**
AUGUST

*MORE INFORMATION & VENDOR REGISTRATION www.cibolotx.gov/SummerNights



Changes Made

- Combined Downtown Market Days and Cibolo Summer Nights
- Free Registration
- CiboloFest Discount
- Greater foot traffic in a shorter period



2025 CIBOLO summer NIGHTS & MARKET DAY

2025 | 6:30 PM
MULTI EVENT CENTER*

- 02/ TOUCH-A-TRUCK**
MAY
- 06/ FISHING TOURNAMENT**
JUNE
- 11/ CIBOLO FAMILY YMCA**
JULY
- 01/ SPLASH BASH**
AUGUST

*MORE INFORMATION & VENDOR REGISTRATION www.cibolox.gov/SummerNights



By the Numbers

Easter: 23 Total Vendors

Touch A Truck: 26 Total Vendors

Kids Fishing Event: 20 Total Vendors

Cibolo Family YMCA: 17 Total Vendors

Splash Bash: 17 Total Vendors

***As of April 30th 2025**



Post Event Survey

1. Was this your first time participating in one of our events?
 - Yes
 - No
2. Overall, how satisfied were you with the event?
 - Very satisfied
 - Satisfied
 - Neutral
 - Dissatisfied
 - Very Dissatisfied
3. How would you rate the communication and organization leading up to the event?
 - Excellent
 - Good
 - Fair
 - Poor

CITY OF CIBOLO TEXAS

02/25 CIBOLO Summer NIGHTS & MARKET DAY

6:30 PM AT THE MULTI EVENT CENTER

02/25 MAY TOUCH-A-TRUCK

***MORE INFORMATION & VENDOR REGISTRATION**

www.cibolox.gov/SummerNights



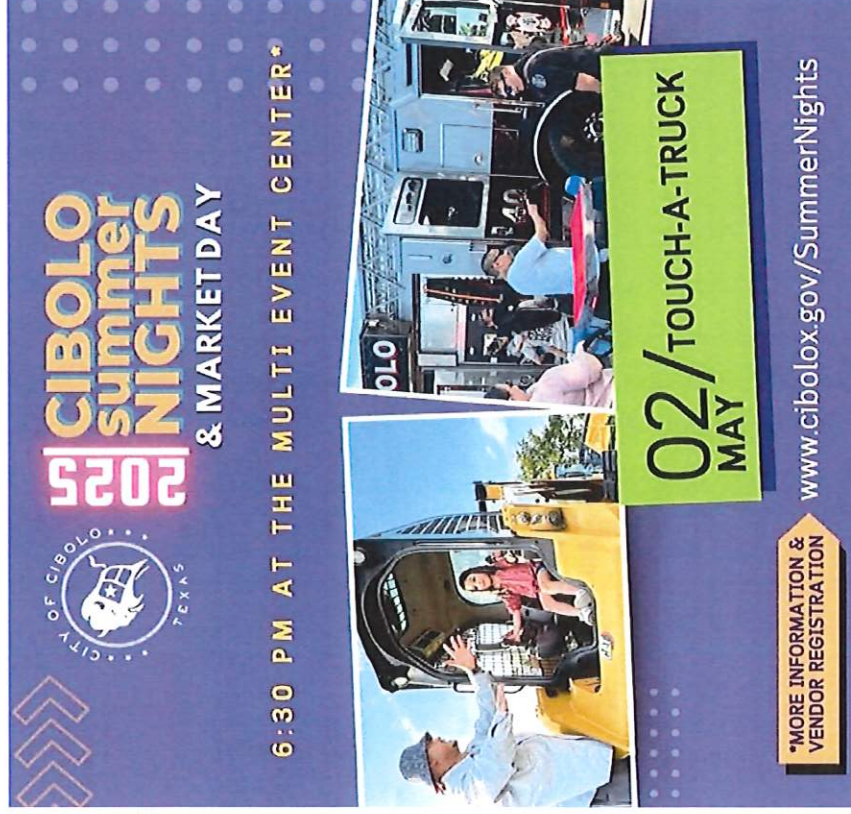
Post Event Survey

4. How would you rate the event's foot traffic and customer engagement?

- Excellent
- Good
- Fair
- Poor

5. Were the setup and breakdown processes smooth and well-coordinated?

- Very satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very dissatisfied



The poster for Cibolo Summer Nights & Market Day 2022 features a purple background with a pattern of white dots. At the top left is the City of Cibolo logo, which includes a silhouette of a longhorn and the text "CITY OF CIBOLO TEXAS". Below the logo, the event name "CIBOLO summer NIGHTS & MARKET DAY" is written in a mix of yellow, white, and pink fonts. The date "5/22/22" is prominently displayed in pink. The location and time "6:30 PM AT THE MULTI EVENT CENTER" are written in yellow. Two photographs show people interacting with a yellow excavator and a blue truck. A green banner on the right says "02/ TOUCH-A-TRUCK MAY". At the bottom right, a yellow button with black text says "MORE INFORMATION & VENDOR REGISTRATION" and a website URL "www.cibolox.gov/SummerNights" is provided.

CITY OF CIBOLO TEXAS

5/22/22

CIBOLO summer NIGHTS & MARKET DAY

6:30 PM AT THE MULTI EVENT CENTER

02/ TOUCH-A-TRUCK MAY

www.cibolox.gov/SummerNights

MORE INFORMATION & VENDOR REGISTRATION



Post Event Survey

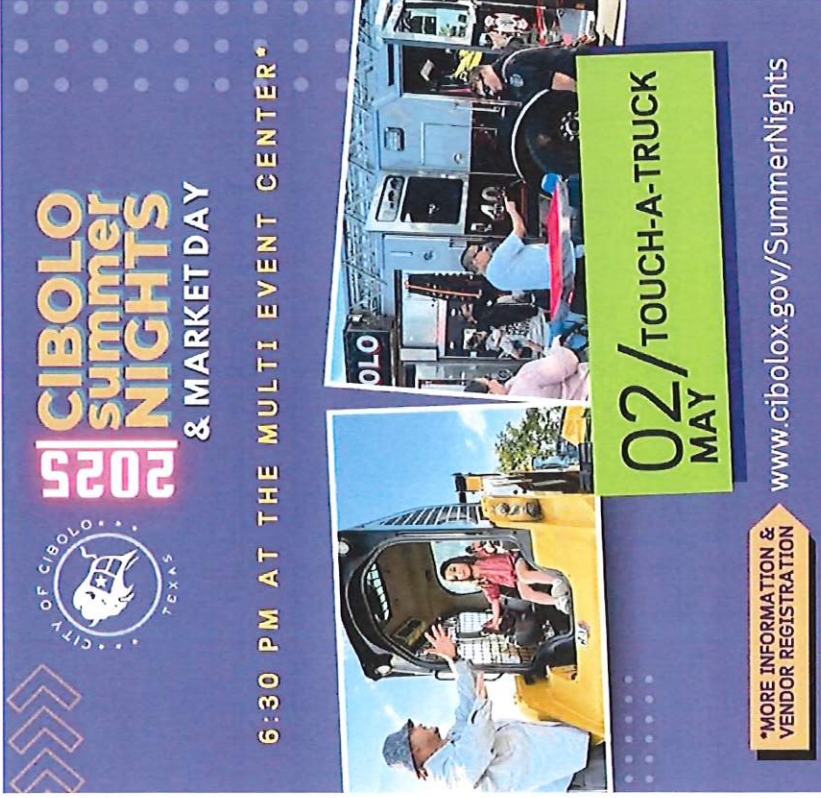
6. Did you feel the event provided good value for your time and participation?

- Yes
- No
- Unsure

7. What was your favorite aspect of the event?

8. What suggestions do you have for improving future events?

9. Would you participate in this event again in the future?



2025 CIBOLO summer NIGHTS & MARKET DAY

6:30 PM AT THE MULTI EVENT CENTER

02/MAY

TOUCH-A-TRUCK

***MORE INFORMATION & VENDOR REGISTRATION**

www.cibolox.gov/SummerNights

The poster features a purple background with a pattern of small white dots. At the top left is the City of Cibolo logo, which includes a star and the text "CITY OF CIBOLO TEXAS". Below the logo is the event title "2025 CIBOLO summer NIGHTS & MARKET DAY" in large, bold, yellow and white letters. To the right of the title is the date and time "6:30 PM AT THE MULTI EVENT CENTER" in white. Below this is a large green banner with the text "02/MAY" in white. To the right of the banner is a photograph of a yellow school bus with a person standing next to it. Below the banner is a photograph of a person sitting in a yellow school bus. At the bottom right is a yellow button with the text "TOUCH-A-TRUCK" in black. Below the button is a yellow banner with the text "02/MAY" in black. At the bottom left is a yellow banner with the text "TOUCH-A-TRUCK" in black. Below the banner is a yellow button with the text "TOUCH-A-TRUCK" in black.



City Council Feedback and Direction

- Does City Council have any questions about Downtown Market Days and Cibolo Summer Nights?
- Does City Council support combining Downtown Market Days with Cibolo Summer Nights to be held on Friday nights?





City Council Regular Meeting Staff Report

C. Discussion on Streets DCM Update (Mr. Otto)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Discussion/Action Item: 12C.
From	
Chris Otto, City Engineer	
Staff Contact(s)	
Chris Otto,	

PRIOR CITY COUNCIL ACTION:

September 24, 2024 City council directed the City Engineer to update the DCM with a 32' pavement section for residential streets and increasing the minimum pavement standard to 500,000 ESAL for residential streets.

BACKGROUND:

The City Engineer's Office was tasked with updating the Design Criteria Manual (DCM). The DCM was last updated in 2010 and is based largely on City of San Antonio specifications. In 2024 TxDOT updated many of their specifications and City of San Antonio is expected to do the same in 2025. Additionally, new subdivisions are experiencing premature pavement failure. The DCM update is intended to coordinate standards between the Unified Development Code and DCM, incorporate regional standards, strengthen the pavement design against premature failure, and meet fire apparatus access requirements.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[20250501 Transportation-Design Criteria-Manual_draft.pdf](#)

[DCM for Streets.pdf](#)

Transportation Design Criteria Manual

May 2025

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OVERVIEW

The purpose of this Manual is to provide minimum guidelines for the design and construction of transportation infrastructure within the City of Cibolo, Texas. The goal is to create safer, more livable places that are consistent with their social, environmental, and economic values.

Complete streets are transportation facilities that are planned, designed, operated, and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit vehicles, truckers, and motorists, appropriate to the function and context of the facility.

The criteria established in this Manual have been developed from a review of various TxDOT and American Association of State Highway and Transportation Officials (AASHTO) publications, the City of Cibolo Comprehensive Master Plan, and other City Transportation Manuals from various cities in the surrounding area, regulatory requirements, and other City of Cibolo offices which oversee the design, construction, and maintenance of public transportation infrastructure.

This Manual is not intended to be a complete design criteria for all circumstances and conditions. Other design criteria may be warranted from applicable resources. The Federal Government, the State of Texas, Guadalupe County, and other related organizations and resources shall be consulted for additional criteria as may be deemed necessary.

This Manual is to be used by design engineers in the City of Cibolo Engineering Department, consulting engineers employed by the City and engineers of subdivisions and land development infrastructure projects proposed for construction and acceptance by the City within the City and within its extraterritorial jurisdictions. The criteria established in this Design Criteria Manual provide basic guidance. However, full responsibility and liability for proper design remains with the design engineer. Users of this Manual should be knowledgeable and experienced in the theory and application of transportation engineering. The City Engineer or his designated representative must approve any deviation from criteria established in this Manual.

Along with this Design Criteria Manual, the Cibolo Unified Development Code (UDC) shall be consulted for additional guidance. The criteria established in this Manual do not supersede the policies contained in the UDC. Any revision to the UDC supersedes the criteria in this Manual.

1. Street Design

The user should be aware of and utilize the City of Cibola Unified Development Code Article 18 - Transportation in conjunction with this Manual.

1.1 Street Classification

The City of Cibola Unified Development Code (UDC) provides definitions for the street classifications. These street classifications apply to developments and/or street improvements within the City of Cibola and are to be used for design purposes. These classifications are established based upon expected fully developed traffic volumes.

a. Alley

An alley (residential or commercial) is a private street designed to provide access to the rear of or side of a lot including solid waste and fire access. Alleys are required for all residential lots fronting on a residential street prohibiting on street parking, on commercial mixed use collector streets, and in nonresidential zoning districts where necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles, fire access or similar reasons consistent with the intent of the UDC.

All alleys shall have at least two (2) direct access point to public streets and are subject to the block length criteria included in this manual.

b. Flag Drive

A flag drive is a private road within a private access easement, which may serve up to 3 residential dwelling units. Flag drives shall have direct access to a public street other than an alley, however shall not provide direct access to an arterial street.

c. Residential Street

A residential street is a public street associated with residential development within an urban environment. The residential street may require parking or prohibit parking dependent on use. Alleys will be required for residential streets prohibiting on street parking. Alleys are permitted for residential streets requiring on street parking.

d. Rural Street

A rural street is a street which serves no more than 20 single family residential lots.

e. Cul-De-Sac/Knuckle

A Cul-De-Sac is a dead end street that has a fire accessible turn around at the end of the street. A Half

Cul-De-Sac, or Knuckle, is a street bend at 90 +/- 5 degrees for residential and collector streets.

f. Collector

A collector street is a street that collects associated traffic from residential and rural streets,

commercial streets, or industrial streets as designated on the City Master Thoroughfare Plan or as designated by the City Engineer. Collector streets can have residential, commercial, industrial, or mixed uses.

g. Arterial

Arterial streets are streets that serve major routes into and through the City of Cibola.

Arterial streets are shown on the City Master Thoroughfare Plan or as designated by the City Engineer. These street types are to have limited access as defined in the access management section of the manual.

h. Freeway

Freeways are streets that intend to move traffic through and around the City. Two examples are IH 35 and IH 10. These street types are to have limited access as defined in the access management section of the manual.

1.2 City of Cibolo Mobility Plan

The City of Cibolo Master Thoroughfare Plan should be reviewed relative to any proposed development. Refer to the following link to the City of Cibolo Website:

[Cibolo, TX - Official Website](#)

It should be noted that the City of Cibolo Master Thoroughfare Plan is a living document and is periodically updated to reflect the changes in the characteristics of anticipated traffic flow within the City.

1.3 Geometric Standards

1.3.1 Section Standards

Street section standards are provided in this section of the manual. Options are provided for residential, collector, and arterial streets dependent upon treatment utilization within the street section. Besides defined lanes, other treatments that can be utilized within the street sections include on street parking, bike lanes, multi-use paths, and transit facilities. The intent is to provide options in order to develop a “complete street” and “context sensitive” design. Table 1.3.1 provides the street standards including options. Right of Way requirements may vary at intersections based upon turning movement requirements.

Minimum and maximum street grades are also shown on Table 1.3.1. In general street grades shall follow the natural contour of the property and be below the existing grade so that the parkway drains towards the street. Excessive cuts and fills solely for the purpose of balancing earthwork are not permitted.

TABLE 1.3.1 GEOMETRIC STREET STANDARDS

Roadway Classification	Number of Lanes	Min. R.O.W. Width (ft)	Min. Pavement Width (ft)	Required Drainage Easement	Design Speed (MPH)	Min. Center Line Radius (ft)	Min. Horiz. Curve Separation (ft)	Min. Grade (%)	Max. Grade (%)	Parking	Sidewalk Width (ft)
Alley Residential	1	24	15	0	15	100	0	0.5	8	Prohibited	N/A
Alley Commercial	1	30	20	0	15	100	0	0.5	8	Prohibited	N/A
Residential (Urban)	2	50	32	0	30	200	0	0.5	10	2 sides	5
Residential (Rural)	2	50	26	10	30	200	0	0.5	10	Prohibited	N/A
Minor Collector	2	70	40	0	35	400	100	0.5	7	Permitted	6
Major Collector	2 - 4	80	40 - 60	0	35	600	100	0.5	7	Prohibited	6
Parkway	2	50	30	0	40	600	100	0.5	7	Prohibited	6
Minor Arterial	4	86	44 - 80	0	40	600	100	0.5	7	Prohibited	6
Major Arterial	4-6	108	80	0	45	800	100	0.5	7	Prohibited	6

- a) Alleys and Rural Residential are edge of pavement to edge of pavement
- b) Curb to curb width may be reduced if surmountable curbs are utilized.

- c) Width dependent upon whether a striped continuous left turn lane is used or a raised median
- d) Number of travel lanes dependent upon TIA and/or City Engineer recommendations
- e) Minimum center line radius based upon cross slope of minus two percent (-2%)(No super elevation)
- f) Parking permitted for residential collector only.
- g) (8) See Table x for additional right-of-way requirements at intersections with turn lanes.

OPTIONS FOR COMPLETE STREETS AND CONTEXT SENSITIVE:

Within the geometric standards are options that relate to developing a complete street that accounts for all transportation facilities within the context of the associate area. Connectivity and context sensitive solutions are essential to meeting the goals of the standards. Typical options are shown in the following as well as typical street sections.

BIKE LANES – Bike lanes shall be 6 feet wide unless otherwise approved by the City Engineer. Bike lanes shall be provided according to the Pedestrian and Bike Lane component of the Mobility Plan or as required by the City of Cibolo for connectivity to other facilities.

OFF STREET MULTI-USE PATH – Some development areas will warrant the use of off street multi-use paths for pedestrian and bicycle traffic connectivity to other facilities as identified by the City of Cibolo. Multi-use paths shall be 10 feet wide unless otherwise approved by the City of Cibolo Engineer.

MEDIAN VS. CONTINUOUS LEFT TURN LANE – Selection of a median or continuous left turn lane shall be based upon the TIA, connectivity, adjacent uses, and other factors required by the City Engineer. Medians shall be 24 feet back of curb to back of curb. Continuous left turn lanes shall be 14 feet wide.

MODIFICATIONS TO STANDARDS – Modifications to the standards in some instances may have to be considered based upon context sensitive use. An example of context sensitive use which may require the standards to be modified is a roadway corridor restriction that creates limitations that cannot be altered. An example of a roadway corridor restrictions would be existing infrastructure and/or buildings that must remain. Another example is infill development. Modifications to the standards based upon context sensitive use shall be at the sole discretion of the City Engineer.

The complete street design is based upon using the above options in conjunction with the other geometric features of the street in order to accommodate adjacent uses and promote connectivity. During the Pre- Development meeting and/or the TIA review meeting options for Collectors and Arterials for development shall be designated.

The following figures highlight the options for Collector and Arterial Streets:

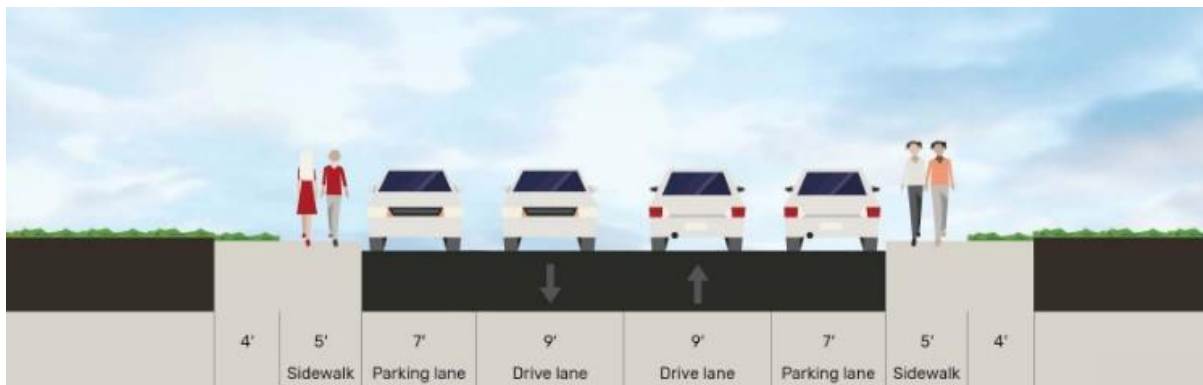


Figure 1.3.1.1, Common PlaceTypes along Local, Urban Roadways - Compact Residential, Community Residential

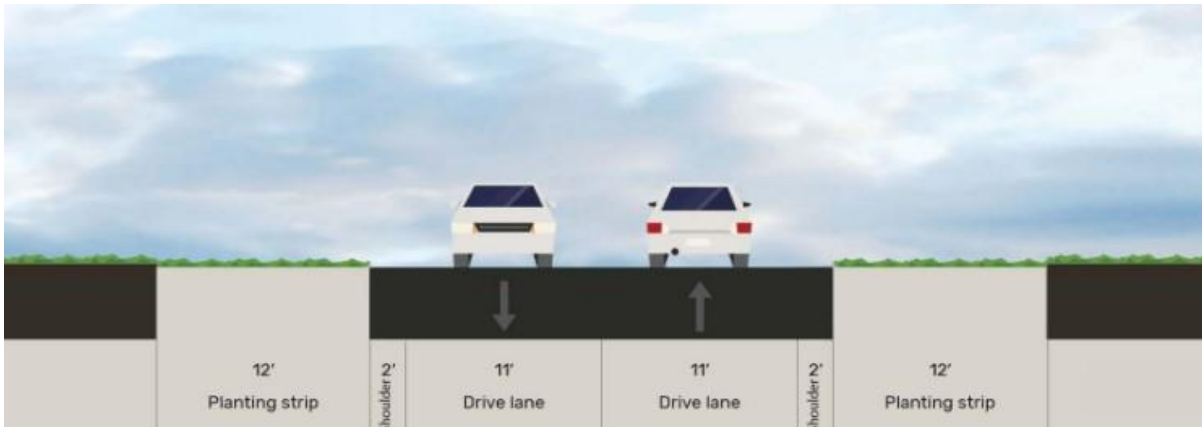


Figure 1.3.1.2, Common PlaceTypes along Local, Rural Roadways - Estate Residential, Rural Residential/ Agricultural Community Residential

1.3.2 Compound and Reverse Curve Standards

Compound curves shall not be permitted unless approved by the Director of Public Works. Reverse curves should be avoided. If a reversal of direction is needed, the curves should be separated by at least one hundred (100') feet of tangent.

Transitional curves may be used where comfort and safety of the motorist will be enhanced. Where a horizontal curve is used in combination with a vertical curve, adequate sight distance must be provided, and the horizontal curvature should be introduced on the upgrade of a "crest" vertical curve.

1.3.3 Superelevation

When superelevation is used, the maximum allowable rate of superelevation for roadways is 2.0%. Superelevation must be designed consistent with the guidelines in AASHTO's current edition of A Policy on Geometric Design of Highways and Streets. City Engineer may waive this requirement, up to 4.0% superelevation, when justified by topography or other site-specific features. At any location that the typical crowned crown cross section cannot be provided, the pavement superelevation shall be 2.0% from the opposite curb to any required drainage openings.

1.3.4 Inverted Crown

Inverted Crowns are not allowed in public rights-of-way. The City Engineer may waive this requirement where the inverted crown is used in conjunction with a center median being used for an earthen channel or other natural stormwater facility.

1.3.5 Vertical Curve Standards

Vertical curves are required when two street grades intersect at a point of vertical intersection greater than 1 percent. Minimum vertical lengths for both crests or sags shall be defined by the design speed for the street and the associated stopping sight distance and minimum K value. Table 1.3.2.1. shows the minimum K value for various design speeds.

TABLE 1.3.2.1 MINIMUM 'K' VALUES FOR VERTICAL CURVES

Design Speed (MPH)	Stopping Sight Distance (Ft)	Crest Vertical Curve (K min)	SAG Vertical Curve (K min)
30	200	19	37
35	250	29	49
40	305	44	64
45	360	61	79

$L = KA$ L = Vertical Curve Length
 A = Algebraic Difference in Grade

- a) No vertical curve required for "A" equal to or less than 1%
- b) Minimum spacing between successive vertical curves shall be 50 feet for residential and 100 feet for collectors and arterials
- c) Unless otherwise approved by the City Engineer, resultant vertical curve grade shall be no less than 0.3 percent
- d) (0.3%) for concrete pavement and no less than 0.5 percent (0.5%) for asphalt pavement.
- e) For drainage purposes, 50 foot vertical curves are required when "A" is greater than 1% and less than or equal to 1.2%. Otherwise minimum vertical curve length is 100 feet.
- f) Stopping sight distances and K values are from AASHTO Geometric Design of Highways and Streets

1.3.6 Cul-de-sac Standards

a. Cul-de-sacs

Maximum length of a Cul-de-sac shall be 600 feet measured from the centerline of the intersecting street to the Cul-de-sac radius point and perpendicular to the intersecting street centerline. Minimum length of a Cul-de-sac shall meet Fire Code requirements. Residential Cul-de-sacs shall not have more than 29 residential lots. The center radius of the Cul-de-sac shall be a minimum of 50 feet for residential developments and 60 foot for commercial and industrial developments measured from the center point to the face of curb or edge of pavement where there is no curb. The Cul-de-sac return radius shall be 30 foot. Cul-de-sac minimum street grades shall be as shown on Figure 1.3.3.1 for downward gradient and as shown on Figure 1.3.3.2 for upward gradient.

b. Offset Cul-de-sacs

Offset Cul-de-sacs shall have the same radius and return radius as the standard Cul-de-sac. The length of the offset Cul-de-sac shall be measured from the centerline of the intersecting street to the Cul-de-sac radius point, perpendicular to the intersecting street centerline.

c. Temporary Turn-Around

A temporary turn-around shall be limited to approved phase developments where the street will be extended in the future. A temporary turn-around shall meet the requirements of a standard Cul-de-sac for radius and return radius size. The length of street associated with the turn-around shall not be any greater than 600 feet nor less than Fire Code requirements. If the length of street will be greater than 600 feet then the next block length of street and intersecting streets shall be constructed in order to provide looped traffic flow for emergency vehicles. The turn-around section shall be constructed to the same structural section as the street section less curb and gutter requirements unless drainage requirements warrant curb and gutter.

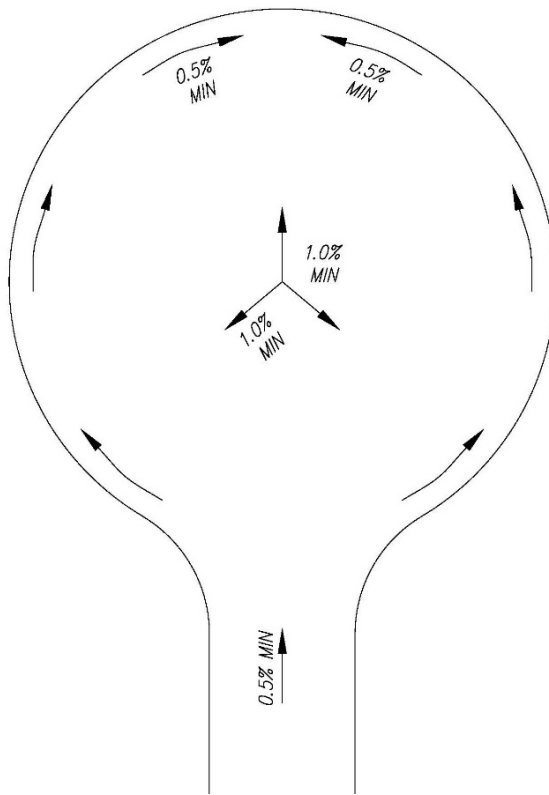


Figure 1.3.3.1, Downward Gradient, Cul-de-Sac, Minimum Slopes

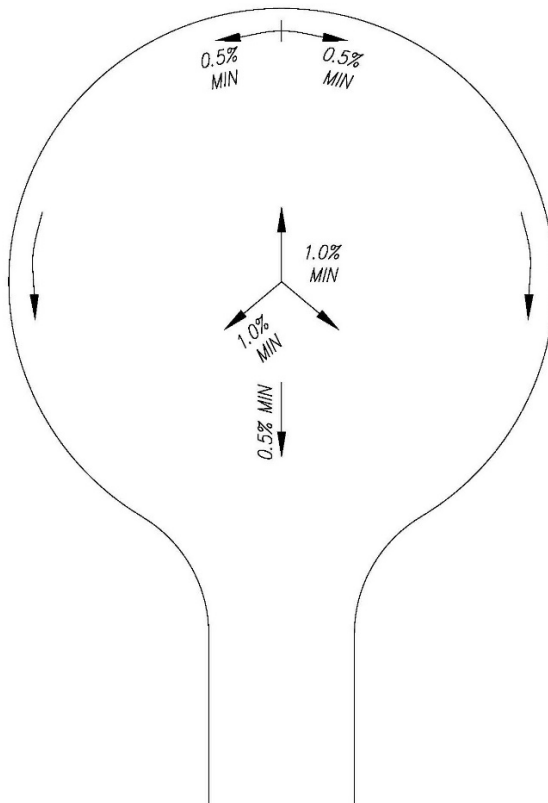


Figure 1.3.3.2, Upward Gradient, Cul-de-Sac, Minimum Slopes

1.3.7 Ride Quality

Ride quality is an essential part of maintaining anticipated traffic flow patterns for street design. If the ride quality is poor, traffic flow patterns can be impacted causing unnecessary traffic congestion or unsafe conditions. As a part of public street design, ride quality shall be incorporated into the technical specifications and general notes for the street improvements. Testing for ride quality shall be in accordance with TxDOT Item 585 Ride Quality for Pavement Surfaces. Surface Test Type A shall be used for short in-fill street improvements (typically less than a 1,000 continuous feet) as required by the City Engineer. Surface Test Type B shall be used for long street improvements (typically greater than or equal to 1,000 continuous feet) and/ or new subdivision street improvements as required by the City Engineer. The engineer of record will need to address this item at the pre-development meeting and at the pre-construction meeting for the project.

1.3.8 Clear Zone

A clear zone shall be provided for all streets in accordance with AASHTO's current edition of Roadside Design Guide. In general, a minimum clear zone of 4 feet shall be provided from the face of curb on tangent sections and a minimum clear zone of 6 feet shall be provided from the face of curb on curved sections. For roads without curbs, a minimum clear zone of 7' is required for local streets and 10' for collectors. Where clear zone requirements cannot be met, a guardrail or other type of barrier shall be required. Horizontal clearance for 1.5 feet behind the face of curb shall be provided for all streets.

1.3.9 Vertical Clearance

No point within pavement surface area shall have a vertical clearance less than 15.5-feet from any bridge, structure, and utility. The vertical clearance for trees shall be 15.5-feet from all vehicular pavement plus a minimum of 5 feet behind back of curb.

1.4 Intersections

Three components of intersections are addressed in this section of the manual; intersection geometry, visibility standards, and turning movement standards. These standards are to work in concert with the TIA requirements of this manual. Additionally, the Pedestrian and Bicycle Facility Design, Transit Facility Design and the City of Cibolo Standard drawings for accessibility should be reviewed for additional design requirements.

1.4.1 Intersection Geometry

Street intersections should be designed to be perpendicular. Table 1.4.1.1 provides tolerances that are acceptable for types of intersections based upon street classification. All streets as far as practical shall be aligned with any existing streets by continuation of the centerline thereof. The staggering of street alignment resulting in "T" intersections shall leave a minimum distance of one hundred fifty (150) feet between the centerlines of residential streets and two hundred (200) feet between the centerline of collector streets one hundred fifty (150) feet between the centerlines of residential streets and two hundred (200) feet between the centerline of collector streets.

Table 1.4.1.1 also provides required right-of-way corner clip requirements and curb return radius requirements for intersections. These standards provide minimum vision clearance areas without consideration to stopping sight distance. Additional sight clearance evaluation should be performed as necessary according to Section 1.4.2.

Table 1.4.1.1, Intersection Geometry

Type	Intersection Angle (Degrees)	Right of Way Corner Clip	Curb Return Radius
Alley/Alley	90+/-15	5 feet	10 feet
Alley/Residential	90+/-10	5 feet	10 feet
Alley/Collector	90+/-10	5 feet	20 feet
Flag Drive/Residential	90+/-15	5 feet	10 feet
Flag Drive/Collector	90+/-10	5 feet	20 feet
Residential/Residential	90+/-10	10 feet	20 feet
Residential/Collector	90+/-10	15 feet	20 feet
Residential/Arterial	90+/-5	15 feet	30 feet
Collector/Collector	90+/-5	15 feet	30 feet
Collector/Arterial	90+/-5	20 feet	30 feet
Arterial/Arterial	90+/-5	30 feet	30 feet

- a) Fences must provide a 5-foot corner clip adjacent to driveways
- b) Curb Return Radius is for single lane design. Multi-lane and special considerations for truck turning radius requires turn radius analysis as required by the City Engineer.

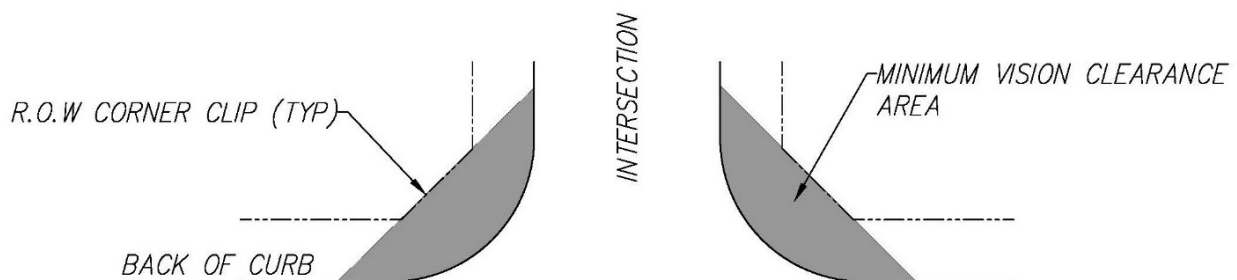


Figure 1.4.1.1, Minimum Vision Clearance

1.4.2 Visibility Standards

Table 1.4.2.1 and Figure 1.4.2.1 shall be used to evaluate the unobstructed view for motorist for the intersection design and are based upon the design speed outside of the intersection. Design speeds are based upon the street classification unless otherwise approved by the City of Cibolo Engineer. The values shown in the table are minimum standards. Within the sight line area, no obstruction shall be allowed that will obstruct the view of motorist. A sight visibility easement shall be dedicated to protect and maintain sight visibility.

TABLE 1.4.2.1 SIGHT VISIBILITY

Design Speed (MPH)	Intersection Sight Distance Near Side (Ft)	Intersection Sight Distance Far Side (Ft)
30	290	335
35	335	390
40	385	445
45	430	500

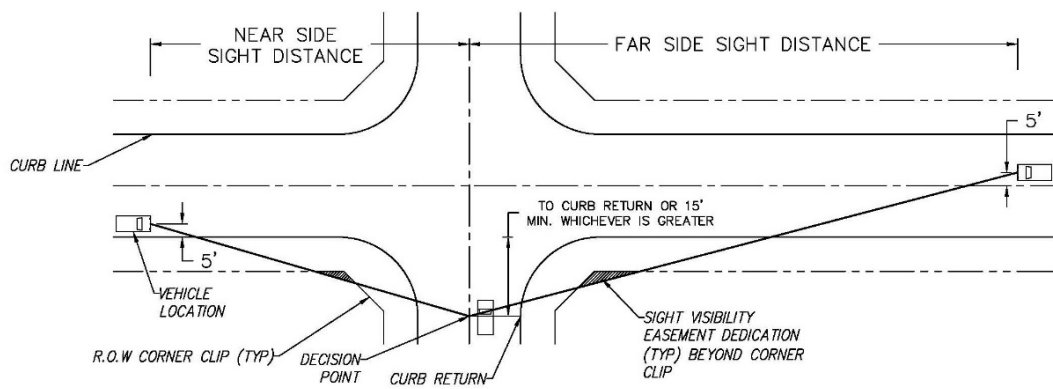


Figure 1.4.2.1, Visibility Standards

- Table 1.4.2.1 is based upon passenger car right turn and left turn from stop. Where truck traffic warrants additional sight distance, refer to ASHTO Geometric Design of Highways and Streets for Single-unit truck and combination truck design requirements, Case B1 and Case B2.
- Refer to ASHTO Geometric Design of Highways and Streets for multi-lane considerations and other design considerations that may apply for Cases "A" through "F".
- Lines of sight distance at all intersections shall be clear at an elevation between 2 feet and 9 feet above the nearest gutter elevation. Public utility and signal poles are an exception to the clearance requirements.

1.4.3 Turn Lane Standards

Turning movement requirements shall be based upon an approved TIA, and/or the requirements of the City of Cibolo Engineer, and the figures and tables within this section. When a turn lane movement is required, Table 1.4.3.1 and Figures 1.4.3.1 and 1.4.3.2 shall

be used as a minimum for the turn lane geometry. Additional consideration shall be given for unique traffic movement such as excessive tractor trailer utilization, extended length transport vehicle movement, etc. See Section 1.4.4 for additional geometry standards for Collectors and Arterials.

TABLE 1.4.3.1 MINIMUM TURN LANE GEOMETRY LEFT

TURN LANE

Intersection Type	Lane Width (Ft)	Min Storage (Ft)	Min Taper (Ft)	Additional ⁽⁶⁾ R.O.W. Req'd (Ft)
Residential Collector	11	60	100	15
Commercial/Industrial Collector	11	150	100	15
Arterial (4 Lane)	11	150	100	15
Arterial (6 Lane)	11	200	100	15

RIGHT TURN LANE

Intersection Type	Lane Width (Ft)	Min Storage (Ft)	Min Taper (Ft)	Additional R.O.W. Req'd (Ft)
Residential Collector	11	100	100	15
Commercial/Industrial Collector	11	150	150	15
Arterial (4 Lane)	11	150	200	15
Arterial (6 Lane)	11	200	200	15

- Required turn lane storage may be greater dependent upon the Traffic Impact Analysis
- The Pedestrian Path shall be taken into account for access across the median by utilizing a leave out or ramp in accordance with accessibility standards described in this manual.
- Cross slope of median openings or turn bays shall not be more than 2 percent or less than 1 percent.
- On TxDOT Roadways TxDOT standards shall supersede City of Cibolo Standards.
- Taper Radius shall be 200 feet minimum.
- Additional right-of-way required per turn lane bay.

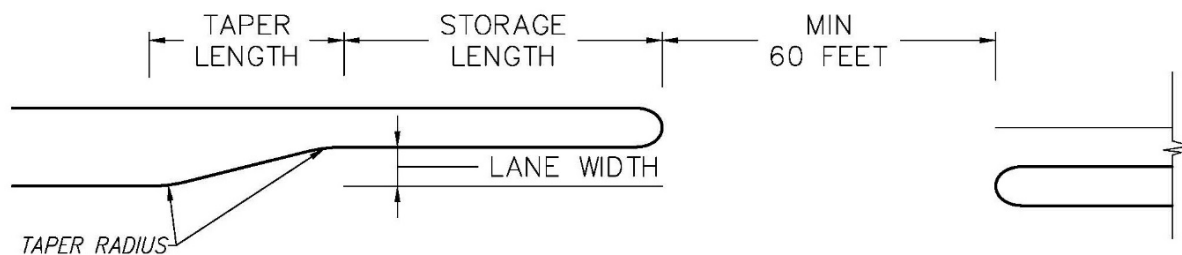


Figure 1.4.3.1, Left Turn Lane

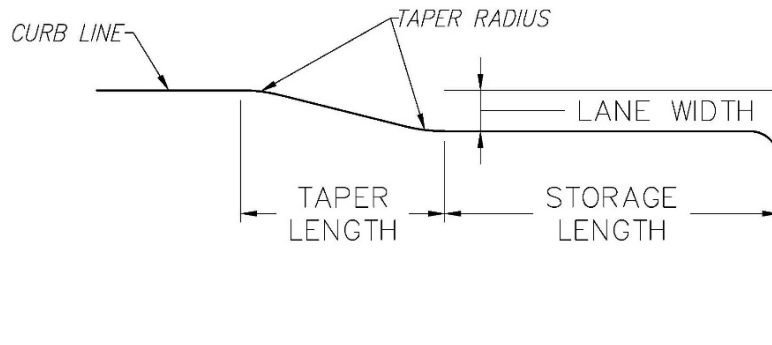


Figure 1.4.3.2, Right Turn Lane

1.4.4 Deceleration Lane

Deceleration lanes are required at any site access point when projected turning movements are 50 vehicles or more per hour, as described in Section 4.2.3. Deceleration lanes are also required at all non-residential and multi-family driveways located on Arterial and Collector thoroughfares with only one single lane in the direction of travel, except where precluded by the proximity of a roundabout.

- a) All deceleration lane storage areas shall be eleven feet (11') wide.
- b) In locations where there will be less than ten feet (10') of ROW adjacent to the deceleration lane, a street easement shall be dedicated such that the combination of ROW and street easement extends at least ten feet (10') from the back of curb of the deceleration lane. Street easements shall extend along the street a minimum of forty feet (40') beyond the far edge of the driveway to allow for utility connections.
- c) Minimum storage length is 100 feet. Storage requirements may increase based upon actual and projected traffic demands.
- d) Minimum taper length is 100 feet.
- e) The radii at the beginning and end of the taper section shall be a minimum of 280 feet.
- f) Where several successive driveways require exclusive deceleration lanes, and the driveway spacing is not adequate to avoid encroachment of the right turn lane on another driveway, a continuous right turn lane shall be used.
- g) A minimum tangent section of thirty feet (30') shall be provided between the preceding driveway or cross street curb return and the taper of a deceleration lane.
- h) A tangent section is not required when a deceleration lane is immediately downstream from an intersecting Arterial or Collector thoroughfare.
- i) Permitting for access points on TxDOT is at the discretion of TxDOT officials. Requirement for deceleration lanes for driveways located on TxDOT roadways may be waived if City receives notice from TxDOT that deceleration lane is not required.

1.4.5 Intersection Diagram for Collectors and Arterials

Figure 1.4.4.1 provides median location details and specific turn lane radius requirements. Also refer to median details shown in the City of Cibola Standard drawings

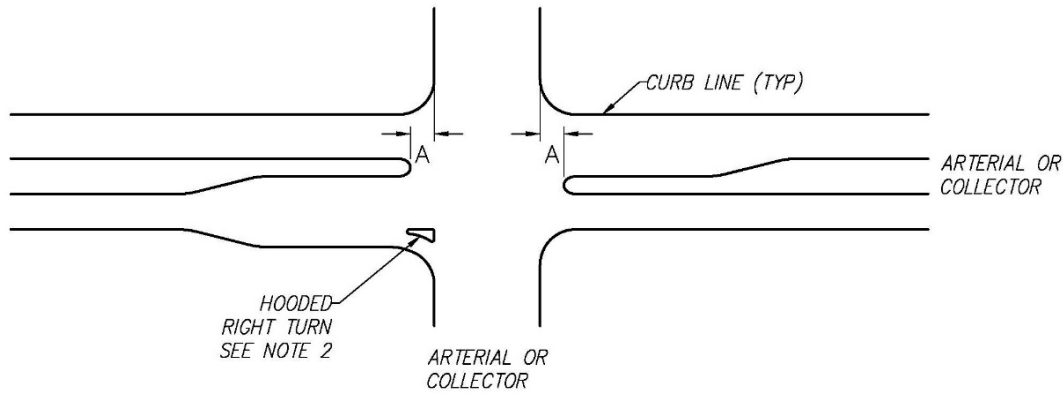


Figure 1.4.4.1, Intersection Detail

- For collector and arterial streets $A = 15$ feet minimum.
- Depending upon traffic flow requirements the right turn may require a hooded right turn

1.4.6 Intersection Spacing/ Maximum Block Length

Table 1.4.5.1, Min. Intersection Spacing

	Alley	Flag Drive	Residential	Collector	Arterial
Alley	100 feet	N/A	100 feet	100 feet	N/A
Flag drive	N/A	N/A	75 feet	75 feet	N/A
Residential	100 feet	75 feet	*200 feet	*200 feet	400 feet
Collector	100 feet	75 feet	*200 feet	*200 feet	400 feet
Arterial	N/A	N/A	400 feet	400 feet	1200 feet

* 100-foot minimum to the first intersection for entrances to subdivisions off of an arterial where lots back up to the arterial. This is measured between right of way lines.

Table 1.4.5.2, Max Block Lengths

Land Use	Max Block Length
Single family/duplex Residential, Multi Family, Commercial/Retail, Industrial	1200feet

- Lot width is measured at the right of way line
- Block length is measured between right of way lines and on both sides of the street

- c) Alley or Flag Drive intersections are not considered in block length calculations
- d) Max Block Length does not apply to blocks that back up to developed properties where redevelopment is not expected in the near term, floodplains, railroads or freeways without frontage roads

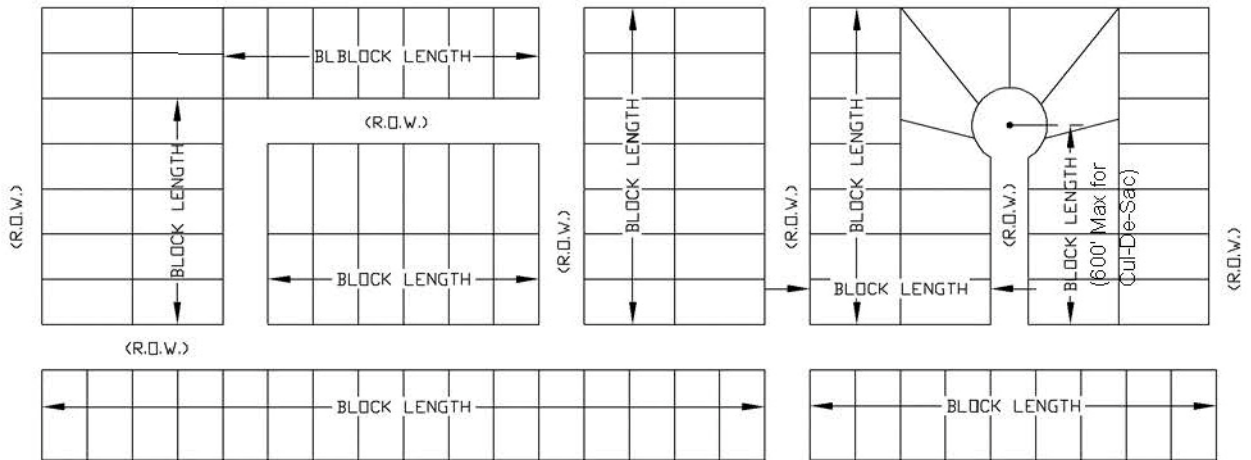


Figure 1.4.5.1, Block Length Measurements

1.4.7 Median Openings

Median openings for collectors and arterials shall be as designated by the City Engineer. Median opening allowance first shall consider the safety and effective flow of traffic within the collector or arterial street, then secondarily the effective movement of traffic to and from the development. Whether a median opening is allowed will be solely up to the City Transportation Engineer. The width of a median opening shall be 60 feet unless otherwise designated by the City Transportation Engineer. Median openings shall center on the intersecting drive. Median opening noses shall be as shown on the City of Cibola Standard drawings.

1.4.8 Roundabouts

Roundabouts are circular intersections that create counterclockwise traffic movements around a central island with entering traffic yielding to circulating traffic. Every roundabout is unique but usually contain the following features shown on Figure 1.4.7.1 and Figure 1.4.7.2:

Central Island – The central island is the raised area in the center of the roundabout around which traffic circulates.

Splitter Island – The splitter island is a raised or painted area on an approach used to separate entering traffic from exiting traffic, to deflect and slow entering traffic, and to allow pedestrians to cross the road in two stages.

Circulatory Roadway – The circulatory roadway is the roadway that follows the traffic path adjacent to the Central Island. Flow of traffic in the circulatory roadway is counterclockwise. **Apron** – An apron is the traversable portion of the central island adjacent to the circulatory roadway that may be needed to accommodate the wheel tracking of longer vehicles. The curb line is surmountable and the apron is typically reinforced stamped colored concrete.

Entrance Lane – The entrance lane is the point of entry from connecting roadways to the circulatory roadway. Entrance lane traffic must yield to circulatory roadway traffic coming from the left.

Accessible Pedestrian Crossing – In general, pedestrian crossings at roundabouts are discouraged unless otherwise approved by the City Engineer. If pedestrian crossings are allowed, the crossing will use a two-step approach utilizing a splitter island. The crossing shall be setback from the entrance line and utilize an opening in the splitter island. The crossing must meet accessibility standards.

Landscaping Strip – A landscaping strip between the back of curb and the sidewalk shall be provided. The landscaping strip shall include a two-foot-wide colored stamped reinforced concrete mow strip adjacent to the curb and a six feet minimum wide landscape strip. The curb and gutter within the roundabout shall be surmountable.

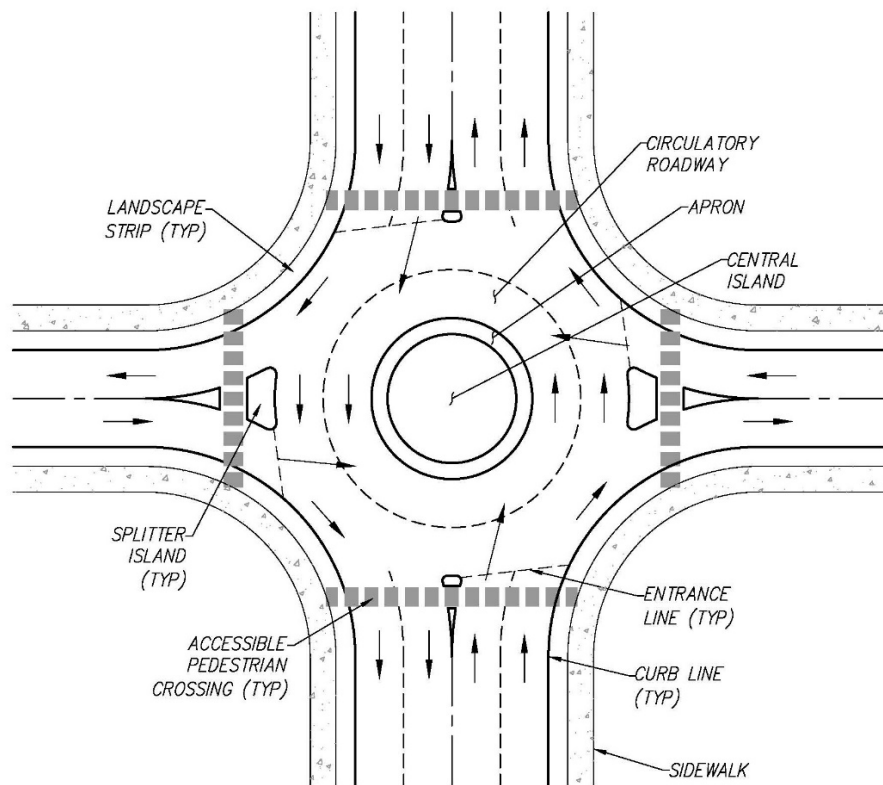


Figure 1.4.7.1 Four Lane Roundabout

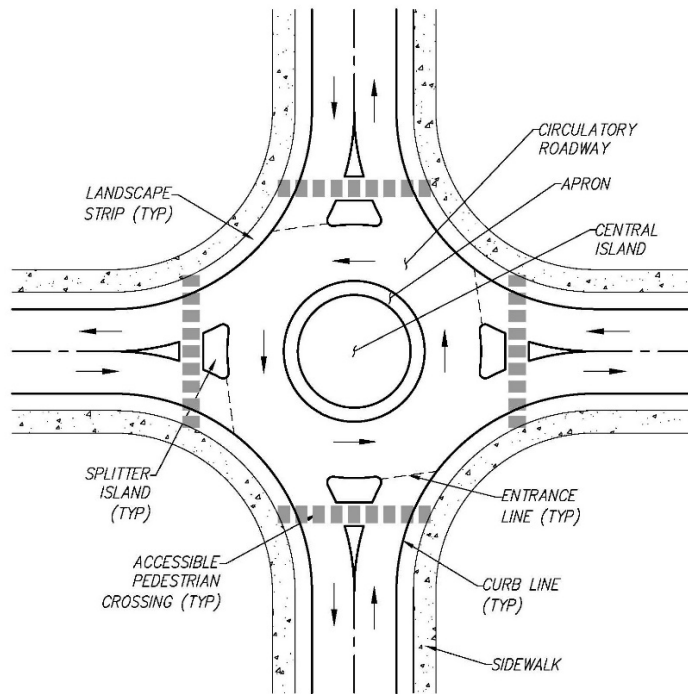


Figure 1.4.7.2 Two Lane Roundabout

1.4.8.1 Roundabout Design

The design of a roundabout is an iterative process taking into account multiple objectives and design elements including safety, operations, cost, uses, right of way, traffic volumes and other such items. Normally each roundabout will be unique in some way so a standard roundabout is not included in the manual. Also the various analysis and design considerations are beyond the scope of this manual. The resources shown in this section should be used when designing a roundabout. In addition to the resources shown, the roundabout design shall include the following design review process with the City Engineer and City Staff:

1. Have a Pre-Development meeting on the project which will include a separate meeting with the City Engineer for proposed roundabout design considerations.
2. Have a Traffic Impact Analysis review meeting with City Engineer. See section on TIA requirements.
3. Develop Preliminary layout of roundabout considering TIA and Pre-Development meetings.
4. Preliminary Design review meeting with City Engineer.
5. Develop roundabout design based up comments from the City Engineer.
6. Submit roundabout design through the Development Review Process

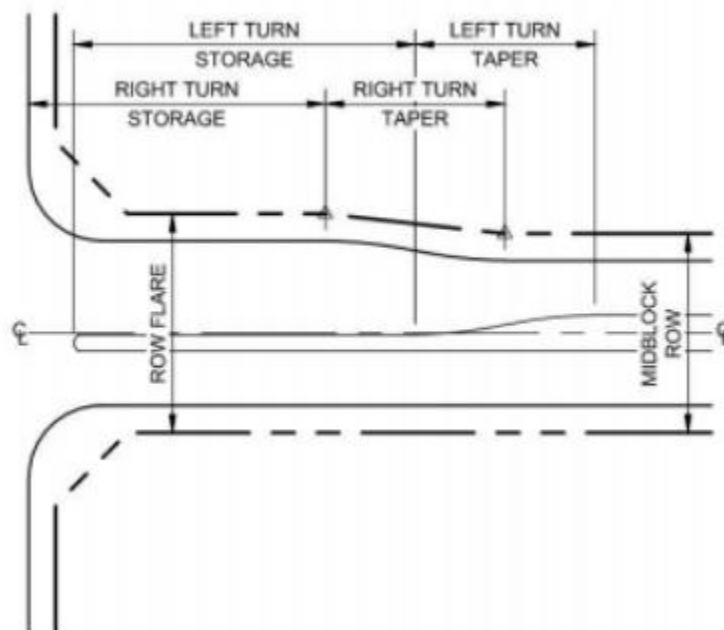
(DRC). Resources:

- National Cooperative Highway Research Program Report (NCHRP) 672 Roundabouts: An Information Guide, Second Edition
<https://nacto.org/docs/usdg/nchrprpt672.pdf>
- Federal Highway Administration Roundabouts, An Information Guide
<https://www.fhwa.dot.gov/publications/research/safety/00067/00067.pdf>

- Federal Highway Administration Roundabouts, An Information Guide
<https://safety.fhwa.dot.gov/intersection/innovative/roundabouts/fhwasa10006/fhwasa10006.pdf>
- Another helpful resource is the Kansas DOT guideline for roundabouts.
https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burtrafficeeng/Roundabouts/Roundabout_Guide/KansasRoundaboutGuideSecondEdition.pdf

1.4.9 ROW Flares at Intersections

ROW flares at intersections shall be required to accommodate left and right turn lanes for any intersection with divided and undivided collectors and arterials. In addition, ROW flares at arterial intersections shall accommodate dual left turn lanes. ROW flares at all other intersections shall accommodate a single left turn lane with 12' additional ROW. ROW tapers shall occur with respect to left and right turn lane tapers and median widening (if applicable) as shown in Figure below.



1.5 Traffic Calming

- Traffic calming devices are permitted and required only on residential and residential collector streets. Traffic calming devices are required at a minimum of two block intervals (generally 1200 foot maximum spacing) but no less than 200 feet apart on residential streets and residential collector streets.
- Appropriate signage and pavement markings are to be provided along with all traffic calming devices and are not necessarily included in the figures below.
- Additional right of way may need to be dedicated in order to accomplish traffic calming.

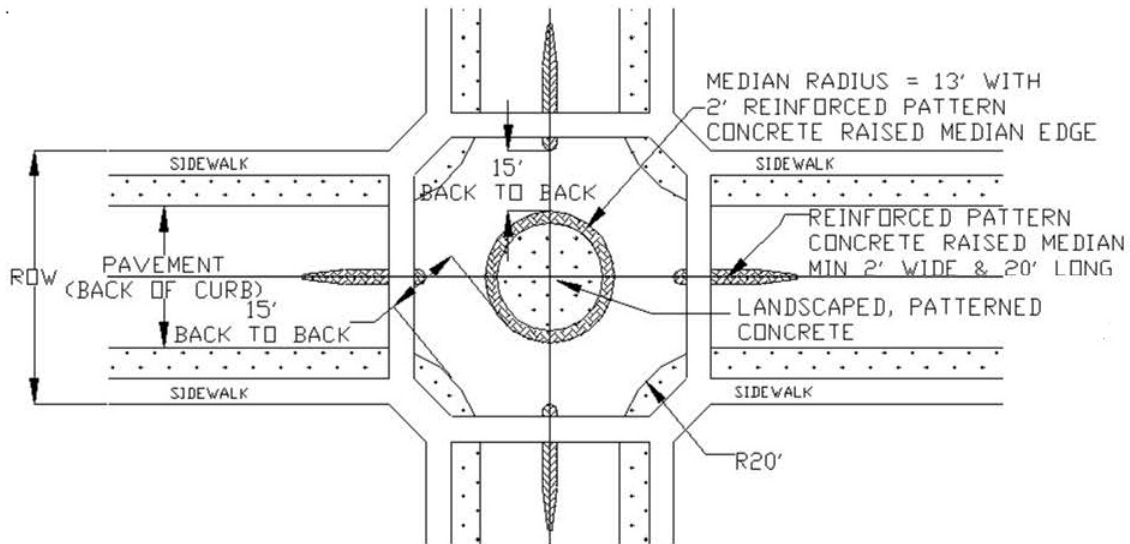
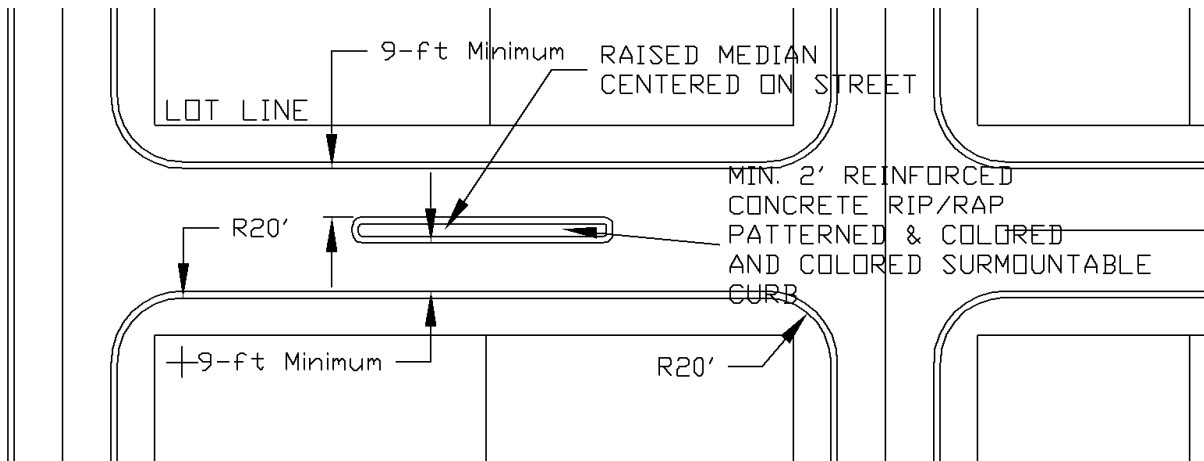


Figure 1.5.1, Traffic Circle



1.5.4, Mid Block Median

- a) Mid Block Medians shall be no longer than two lots
- b) On street sections where driveways are permitted, the location and length of a midblock median shall be such that full driveway access is provided for at least one driveway on each lot
- c) Transition back to normal street section at 1 foot of width to 5 feet of length

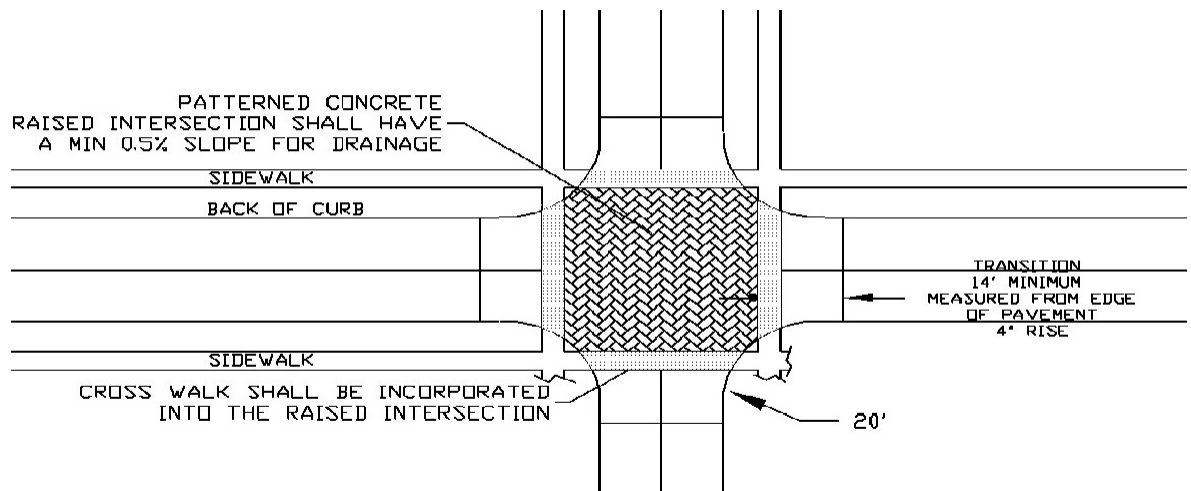


Figure 1.5.5, Raised Intersection Plan View

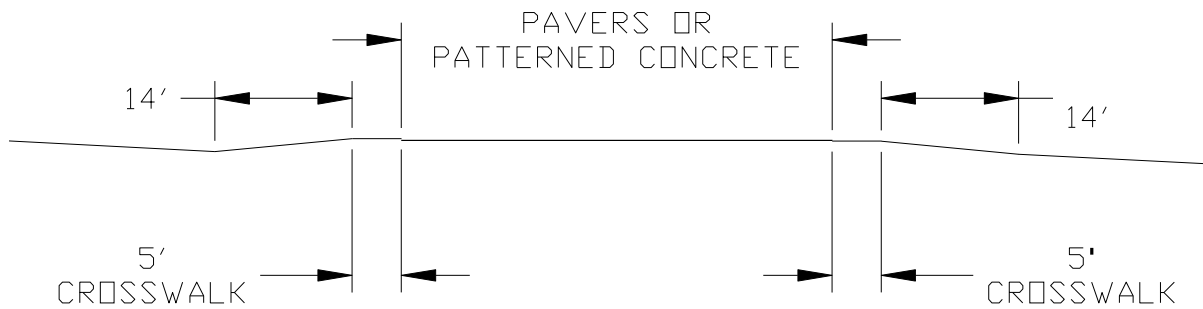


Figure 1.5.6, Raised Intersection Profile View

1.6 On Street Parking

On street parking is permitted for residential streets and residential collector streets. On street parking for proposed commercial/industrial collectors or arterials is not allowed. Where on street parking is designated, one on street parking space for each single family unit on a block is required on the frontage street within that block. Areas in front of or within 10 feet of a driveway, within 20 feet of a street intersection or within 5 feet of a fire hydrant shall not be counted toward the required on street parking. When determining the required off street parking for multi-family development, the on street parking shall not be considered in the required amount of parking needed for the development.

Figures 1.6.1 through 1.6.5 show the acceptable parking configurations for on street parking.

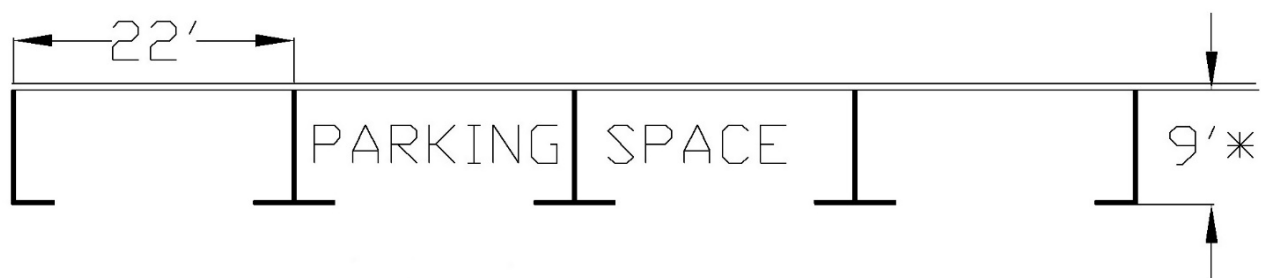


Figure 1.6.1, Parallel Parking

* When permitted, the minimum parking space may be 8-feet in width for residential streets and residential collectors.

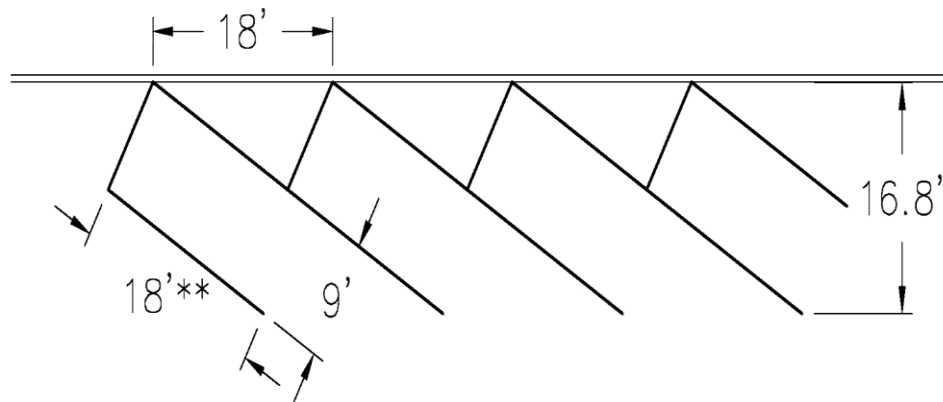


Figure 1.6.2, 30 Degree Angle

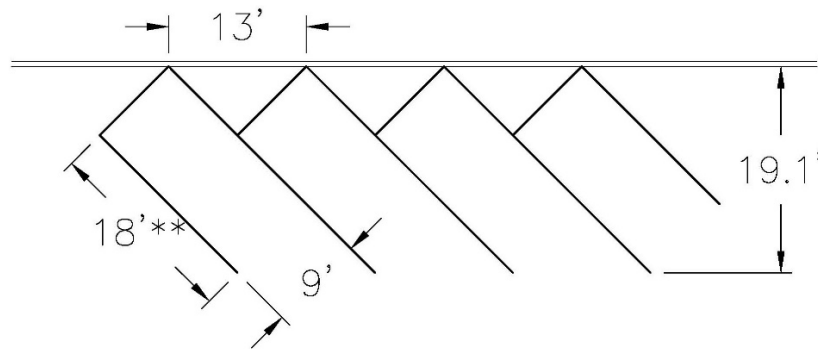


Figure 1.6.3, 45 Degree Angle

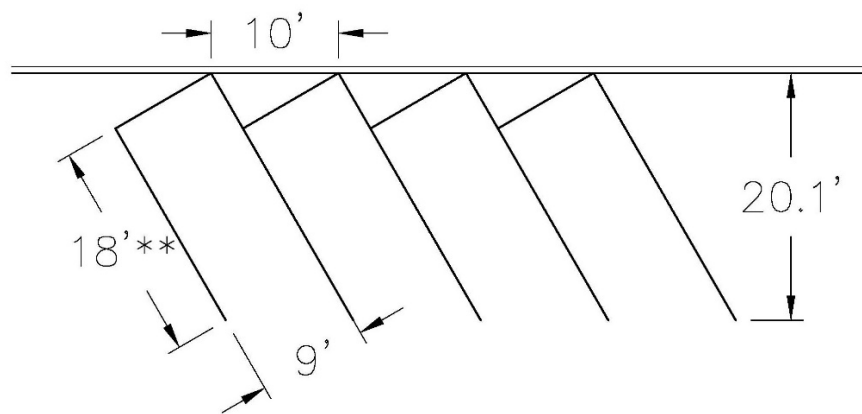


Figure 1.6.4, 60 Degree Angle

** Wheel stops will be required to prevent vehicle overhang into adjacent property, right-of- way, structures, landscaping or sidewalk.

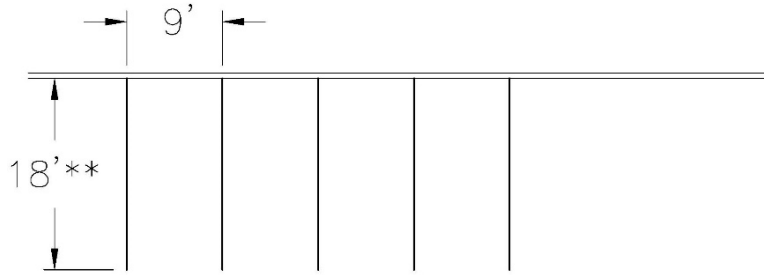


Figure 1.6.5, 90 Degree Angle

** Wheel stops will be required to prevent vehicle overhang into adjacent property, right-of-way, structures, landscaping or sidewalk.

- a) Parking spaces may be reduced to 16.5-feet in length if overhang is allowed.
- b) All standard parking space striping shall be white in color.
- c) All handicap parking spaces shall be installed in accordance with the City of Cibolo standard details.

1.7 Street Stubs

Street Stubs, as required for external connections in UDC chapter 7.2(E), shall be provided to connect to future subdivision on adjacent tracts as follows:

- a. The length of the street stub shall not exceed the depth of the adjacent lot or length as allowed by fire code.
- b. A residential stub street shall also have a 24"x30" sign prominently posted at its terminus with black letters on a white background that state, "NOTICE – This street will be extended as part of a future development."

1.8 Signage and Pavement Markings

Signage and pavement markings shall be as shown on the City of Cibolo Marking & Signage Drawings and in accordance with the Manual of Uniform Traffic Control Devices.

1.9 Guidelines for Perimeter Street Improvements

1.9.1 Summary

These are guidelines for perimeter street improvement requirements for proposed developments under the Roadway Impact Fee Ordinance. These guidelines are intended to be general in nature, and in the event that these guidelines conflict with provisions of the Cibolo Unified Development Code ("UDC") or the Roadway Impact Fee Ordinance No. 2016-189 (the "Ordinance"), the provisions in the UDC and Ordinance will prevail over these guidelines.

1.9.2 Guidelines

Level of Service for any proposed development that would generate enough traffic to reduce the Level of Service below LOS D⁵ on an affected street, the development will be required to construct street capacity enhancements proportionate to the development's impact. The Cibolo Unified Development Code currently has a requirement for developments that generate 1,000 vehicle trips per day or 100 trips in a peak hour to submit a traffic study. Developments with this requirement will be

required to evaluate the Level of Service for all affected streets to determine the development's impact. If a development does not generate enough traffic to require a traffic study, then the existing traffic counts plus estimated trips from the current Trip Generation Manual will be used to determine the LOS impact. LOS is to be determined by the proposed development, with verification by the City Engineer.

1.9.3 Safety

1.9.3.1 Adjacencies

For any proposed development that is adjacent to an affected perimeter street where the pavement width is less than 22 feet in width, the development will be required to widen the street to at least 25 feet in width (with a 2 in. minimum Type C asphaltic concrete overlay for asphalt pavements and without an overlay for concrete pavements) with appropriate transitions to the existing pavement; or

1.9.3.2 OCI

If the adjacent affected perimeter street has a pavement width that is less than 22 feet wide and has an Overall Condition Index (OCI) of below 40, and the street is not scheduled to be reconstructed by the City's current Capital Improvements Program, then the development will be required to reconstruct the entire 25 foot. width of the perimeter street to current City standards, which includes curb and gutter, in the ultimate location with appropriate transitions to the existing pavement. If the development is located adjacent to an affected perimeter street that would, in the City Engineer's opinion and discretion, be sufficient with reconstruction of a 24 foot width with no curb and gutter, then the development may be allowed to pursue this alternative standard

1.9.3.3 Adjacent Curb and Gutter Improvements

For any proposed development that has an affected perimeter street which is improved to City standards with curb and gutter across from or immediately adjacent to the development, the development is required to construct the perimeter street improvements according to Article 18 of the Cibola Unified Development Code by adding curb and gutter improvements and a maximum of 25 feet. width of additional

1.9.3.4 Alternate and Interim Roadway Sections

The City Engineer may allow an alternate or interim pavement section (including pavement type, width and thickness), based on the anticipated schedule for reconstruction of a roadway section, differences between existing and future roadway elevations, and other design factors applicable to the Perimeter Street segment.

1.9.4 City Participation

The City reserves the right to participate in the costs of improving the remainder of a perimeter street, if applicable, within its discretion, in accordance with the law, and in the event that adequate funding exists for such contribution.

1.9.5 Credits

Pursuant to Ordinance No. 2016-189, Section 14, the City may credit the contribution of land, improvements or funding for construction of any System Facility (collector street and above), required or agreed to by the City, toward the Roadway Impact Fees due for a development. Such credits are limited to the provisions of said Section 14 and the following guidelines:

1.9.5.1 For Right-of-Way

Right-of-way will be credited, at the Cibolo County Appraisal District appraised value prior to the beginning of the development process for the property, for only the area of right-of-way provided beyond the current maintained right-of-way limits and excluding right-of-way required for any development site-related improvements.

1.9.5.2 For Street Construction

Construction value will be credited at the total cost of the construction of the roadway and related appurtenances, based on competitive bids and less sidewalks and development site-related roadway or facility improvement, e.g., turn-lanes, acceleration/ deceleration lanes, etc. serving the development. The construction costs for the System Facilities must also be comparable to the costs of roadway improvements within the development and agreed on by the City Engineer. System Facilities may include perimeter or off-site roadway improvements.

1.9.5.3 Development Agreements Required

Any Credits allowed against Roadway Impact Fees for a development are to be included in a Development Agreement between the developer and City, with identification of "... the basis for and the method for computing and the amount of the Credit due and any reduction in Credits attributable to consumption of road capacity for developed lots or tracts served by the Roadway Capital Improvements." City participation in the costs of Perimeter Street Paving improvements requires approval of a Development Agreement between the developer and City by the City Council.

1.9.6 Appeal

An appeal to the City Council of City staff's determination of requirements for Perimeter Street Paving and related off-site roadway improvements may be filed by a property owner or the permit applicant, in accordance with the Cibolo Unified Development Code. An appeal of City Staff's determination of Credits may be filed by the property owner or applicant in accordance with the Cibolo Unified Development Code.

1.9.7 Perimeter Street Transition

Table 1.9.7.1, Pavement Transition Lengths

Type of Street	Length of Transition Per offset distance (ratio)
Neighborhood	5
Collector	10
Arterial (4 Lane)	15
Arterial (6 Lane)	20

1.10 Traffic Impact Analysis

The purpose of the traffic impact analysis (TIA) is to assess the impacts of development on the existing roadway system within the study area of the development, and to assess the traffic flow needs within the development. The thoroughfare component of the Mobility Plan and the City of Cibolo traffic model are the base conditions for assessing the impacts. The current traffic model and the assessment is based on a Level of Service D according to the current Highway Capacity Manual.

1.10.1 Definitions

- Existing Traffic - Existing traffic conditions based on the City of Cibolo traffic model and / or known existing traffic conditions. Existing traffic conditions do not include the traffic created or associated with the development.
- Proposed Traffic Volumes – The number of vehicles per day and per hour projected to be generated by the development.
- 20 Year Horizon – The estimated traffic volume for the study area based on a 20 year growth period. Projected Growth Rate – The estimated growth rate per year for the study area based upon the location within the Road Impact Fee Service Area Map and Rate Table.
- Study area – The boundaries of the assessment area as determined by the City of Cibolo Traffic Engineer.

1.10.2 When a Traffic Analysis is Required

The need for a TIA shall be determined by the City of Cibolo Engineer based upon the information provided at the Preliminary Trip Generation Assessment meeting and/or meeting scheduled with the Engineer for the purpose of determining the TIA requirements. These meetings should be scheduled at the same time the Pre-development meeting is scheduled. Unless otherwise directed by the City of Cibolo Engineer, a TIA will be required for the following conditions:

- Development will generate equal to or more than 100 Peak Hour Trips (PHT)
- Development will generate equal to or more than 1,000 vehicle trips per day (VPD)

- c) Project area to be developed is equal to or more than 100 acres
- d) Changes or alterations to the City Thoroughfare plan will be requested
- e) Access is taken from a TxDOT roadway
- f) Zoning changes that will negatively increase estimated traffic volumes above the current zoning estimated traffic volumes
- g) Access is taken from an existing roadway with current traffic flow congestion based upon observed conditions
- h) Development plus recently approved or pending development which has not been constructed located adjacent to the site and/or in close proximity to the site meet the above vehicular trip criteria or acreage criteria as determined by the City Engineer.

1.10.3 Traffic Impact Analysis Requirements

1.10.3.1 TIA Criteria

Table 1.10.3.1 shows the number of analysis periods and study area limits for the TIA. Prior to developing the TIA a Preliminary Trip Generation Assessment shall be developed and reviewed with the City of Cibolo Engineer to verify the number of analysis periods and the study area requirements. See Section 1.9.4 Submission and Review Procedures.

TABLE 1.10.3.1: Criteria for Study Requirements

<u>Analysis Category</u>	<u>Site Trips Generated at Full Build-Out</u>	<u>TIA Analysis Periods</u>⁽¹⁾	<u>Minimum Study Area</u>⁽³⁾
I	>50 peak hour driveway trips; or 100-500 total peak hour trips	1. Existing year 2. Opening year ⁽²⁾ 3. Five years after opening	1. All site access drives. 2. All signalized intersections and/or major unsignalized intersections within 0.5 mile to 1 mile of site boundary, depending on total peak hour trips.
II	>500 total peak hour trips	1. Existing year 2. Opening year of each phase 3. Five years after initial opening 4. Twenty years after final opening with full build-out	1. All site access drives 2. All signalized intersections and/or major unsignalized intersections within 1.5 miles of site boundary

- a) Analysis periods shall include build and no-build scenarios. Assume full occupancy when each phase opens.
- b) Assume full build-out.
- c) For certain projects, the City may require an enlarged study area. Land uses within the study area should include recently approved or pending development adjacent to the site and/or in close proximity to the site. The City Engineer will provide City of Cibolo traffic model data for the study area with the exception of the project site itself. If the City Traffic model does not have sufficient traffic volume data, the City Engineer will update the

City Traffic model prior to providing the model data.

1.10.3.2 Specific Requirements of the TIA Report

At a minimum the TIA report will include the following items:

- a) Introduction that describes the project and traffic generating modes
- b) Traffic Analysis Map
 - a. Existing and Proposed Land use within Study Area
 - b. Study Area Boundary
 - c. Existing and Proposed Roadways
 - d. Designation of Traffic movement elements
 - e. Thoroughfare Plan Elements within Study Area
- c) Trip Generation Calculations
 - a. Daily and Peak Hourly Trip Generation for fully developed project conditions. Include both
 - b. AM and PM Peak Hour. Provide Summary table and backup tables for calculation methods.
 - c. Discount assumptions based upon City of Cibola Transportation Engineer approval.
- d) Trip Distribution and Assignment Tables and Figures
 - a. For Entrance/ Exit from the development
 - b. For boundary streets within study area
- e) Existing and Projected Traffic Volumes for Study based upon Table 1.9.3.1 Criteria
 - a. Average Daily
 - b. Peak Hourly AM and PM
 - c. Traffic Volume Data Provided by the City Engineer
- f) Traffic Volume Analysis
 - a. Level of Service Evaluation for Peak Hour AM and PM
 - b. Turn Lane Evaluation for project site and study area. The extent of evaluation to be determined by the City of Cibola Engineer.
 - c. Signalization Evaluation for project site and study area. The extent of the evaluation to be determined by the City of Cibola Engineer.
 - d. Identification of all thoroughfares, driveways, intersections, and individual movements that do not meet LOS D.
- g) Recommendations
 - a. Proposed recommendations to mitigate impacts to transportation system within the study area
- h) Document Requirements.
- i) The following provides a general outline for the TIA report:
 - a. Executive Summary
 - b. Introduction
 - i. Purpose
 - ii. Methodology
 - c. Existing and Proposed Land Use
 - d. SiteTraffic Generation
 - e. Existing and Proposed TrafficFlow
 - i. Transportation System
 - ii. Transportation Volumes
 - f. Traffic Analysis Existing and Proposed
 - i. Level of Service Evaluation
 - ii. Turning Movement Evaluation
 - iii. Signalization Evaluation (If needed)
 - g. Mitigation

h. Conclusion and Recommendations

j) Additional Requirements

- a. Dependent up the site characteristics, the City of Cibolo Transportation Engineer may require additional information to be included within the TIA.

1.10.4 Submission and Review Procedures

- a) A Preliminary Trip Generation Assessment of the proposed development shall be conducted to determine the TIA requirements such as limits of study area, need and type of turning movement evaluation, need for signalization evaluation, discount assumptions that can apply, and criteria to be used. Sufficient base information shall be submitted to the City of Cibolo Engineer in order to provide proper guidance on TIA requirements for the report. Subsequent to the submittal of the preliminary trip generation assessment, a meeting with the City of Cibolo Engineer should be scheduled to discuss the specific requirements for the TIA.
- b) Upon completion of the TIA report, two (2) copies of the report shall be submitted to the City of Cibolo Engineer for review.
- c) After a TIA is approved, and if the development proposed land use and/ or proposed traffic generation characteristics change, the TIA shall be updated and re-submitted to the City for approval.

1.11 Substandard Streets

Where the existing street is substandard in width, or a material other than concrete or asphalt, or a pavement surface not adequate for the proposed traffic, the existing street shall be improved. The proposed street improvements must comply with Part C. Pavement and Subgrade Design.

1.12 Illumination

Street lighting on local roads shall be provided, according to the city design standards, by the developer/subdivider at the entrance, all intersections, street alignment changes greater than 45 degrees, mid-block between intersections longer than 900 feet and at the beginning of any cul-de-sac or other disconnected street permitted. Streetlights shall not be installed on the same corner of an intersection that contains a fire hydrant or signpost.

On arterial and collector - roadways streetlights shall be provided in the medians with spacing not to exceed 250 feet. On arterial and collector - thoroughfares without medians, the streetlights shall be placed on alternate sides of the parkway, between the curb and sidewalk, with spacing not to exceed 250 feet. When partial thoroughfares are constructed, the electric infrastructure shall include stub-outs for future streetlights.

To prevent light trespass from streetlights, all proposed light fixtures shall comply with International Dark Association (IDA). Fixtures shall be required to be fully shielded and to minimize the amount of blue light in the nighttime environment.

Streetlights are provided by Guadalupe Valley Electric Co-Op (GVEC) and are typically the "Cobra-head" style. Decorative styles may be considered by City Council.

2 Drive Approach Design

The user should be aware of and utilize the City of Cibolo Unified Development Code Article 18 - Transportation in conjunction with this Manual.

2.1 Drive Approach Type

The following provides the types of drive approaches considered within the manual:

- a. Single family residential – A drive approach to a single family residential lot or one lot duplex.
- b. Multi-family residential – A drive approach to a multi- family lot such as triplexes, fourplexes, and multi-complexes. The drive approach can be either the main entrance approach or the secondary entrance approach. Each type has specific design requirements.
- c. Commercial – A drive approach to a commercial development. The drive approach can be either the main entrance approach or the secondary entrance approach. Each type has specific design requirements.
- d. Industrial – A drive approach to an industrial development. The drive approach can be either the main entrance approach or the secondary entrance approach. Each type has specific design requirements.
- e. Mix use approach – A drive approach that is a mix use shall consider the more stringent criteria for the approach design.

2.2 Geometric Standards

The following standards generally apply to all developments. However, there may be unique situations for which these standards may be impractical. In these situations, the City Engineer and/or his/her representative will work with the developer to develop a mutually agreeable solution. In the event that a mutually agreeable solution is not reached, the developer may apply to the Planning and Zoning Commission for consideration of the issue.

A “Driveway” is located entirely on private property. It is only for a single family or a duplex property. It connects a drive approach to a garage, “car” port, parking pad or the like.

A “Drive Aisle” is located entirely on private property. It is for every other condition other than for a single family or a duplex property. It connects a drive approach to an area(s) that is to be accessed on the site such as, but not limited to: parking space(s); loading dock(s); loading area(s) (marked or implied - for passengers and/or goods); porte cochere(s), and/or the like. It can also be a fire lane (in and of itself or in conjunction with other access use[s]). It can also be an access to an adjoin property (in and of itself or in conjunction with other access use[s]).

A “Drive Approach” is located in the ROW and connects a street (City, public or private) or highway (TxDOT) with a driveway or a drive isle. Some features of the drive approach may extend into and be a part of the driveway or drive aisle.

2.2.1 Drive Approach Dimensions

Table 2.2.1.1, Driveway Dimensions

Use	Drive Approach Widths	
Single Family and Duplex Residential *	Min. Width = 12 feet Max Width = 20 feet ²	
Multi-Family Residential	Min. Width = 24 feet Max Width = 38 feet	
Commercial	Min. Width = 30 feet ⁴ Max Width = 38 feet ³	
Industrial	Min. Width = 30 feet Max Width = 38 feet ³	

- a) Refer to Figures 2.2.1.1 through 2.2.1.5
- b) For shared drive approaches, no lot shall contain less than 9 feet of the drive approach and driveway or drive aisle (as may apply). Drive approach shall be centered on lot line such that maximum drive approach width equals 30 feet.
- c) Maximum drive approach width is a function of traffic volume. Refer to Figures 2.2.1.1 through 2.2.1.4.
- d) For infill situations:
 - i. A one single-family residential or a two-family residential lot accessing a collector may be permitted to have 1 full width or circular drive approach when alleys are not practical.
 - ii. Adjacent two single-family residential or two two-family residential lots accessing a collector may be permitted to have 1 shared full width or circular drive approach when alleys are not practical.
 - iii. Contiguous three or more single-family residential or three or more contiguous two-family residential lots accessing a collector will be required to enter the collector by an alley, flag drive, or residential street.
 - iv. For one single-family residential or one two-family residential lot accessing an arterial, an on-site facility will be required to allow entrance into the arterial in a forward manner.
- e) For homes with a three or more car garage, where the garage door faces the street and the garage door is less than 40 feet from the back of curb, the maximum drive approach width is 30 feet.

-
- The diagram illustrates a proposed driveway layout within a property boundary. Key dimensions and features include:
- Property Lines:** Indicated by vertical lines on the left and right sides, labeled "PROPERTY LINE".
 - Minimum Dimensions:**
 - Overall width: 70' MINIMUM
 - Overall height: 30' MINIMUM
 - Top horizontal segments: 15' MINIMUM
 - Vertical segments within the main body: 15' MINIMUM
 - Bottom horizontal segments: 10' MINIMUM
 - Right side vertical segment: 5'
 - Bottom right horizontal segment: 5' MINIMUM
 - Maximum Dimensions:**
 - Bottom left horizontal segment: 10' MAXIMUM
 - Bottom right horizontal segment: 10' MAXIMUM
 - Radii (R):**
 - Top left corner: R15' MINIMUM
 - Top right corner: R15' MINIMUM
 - Inner left corner: R5' MINIMUM
 - Inner right corner: R5' MINIMUM
 - Inner bottom left corner: R10' MINIMUM
 - Inner bottom right corner: R10' MINIMUM
 - Outer left corner: R5' MINIMUM
 - Outer right corner: R10' MINIMUM
 - Other Labels:**
 - 5' MINIMUM (on the left side, near the bottom)
 - 5' (on the right side, near the bottom)

A diagram showing a cross-section of a road shoulder. A black horizontal bar is mounted on a post. Labels with arrows point to the following features:

- R1-1 (STOP) SIGN AND POST
- 24" WIDE WHITE SOLID STOP BAR MARKINGS
- DOUBLE 4" WIDE SOLID YELLOW MARKING

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- h) The stop bar and stop sign when used shall be on private property as well as upstream of any pedestrian facility crossing the drive approach and/or the drive aisle.
- i) The outbound (towards the street) lane shall be 12 feet wide minimum until at such time as the width of the driveway is greater than 30 feet and then the inbound (onto the site) lane shall be a minimum of 18 feet wide.

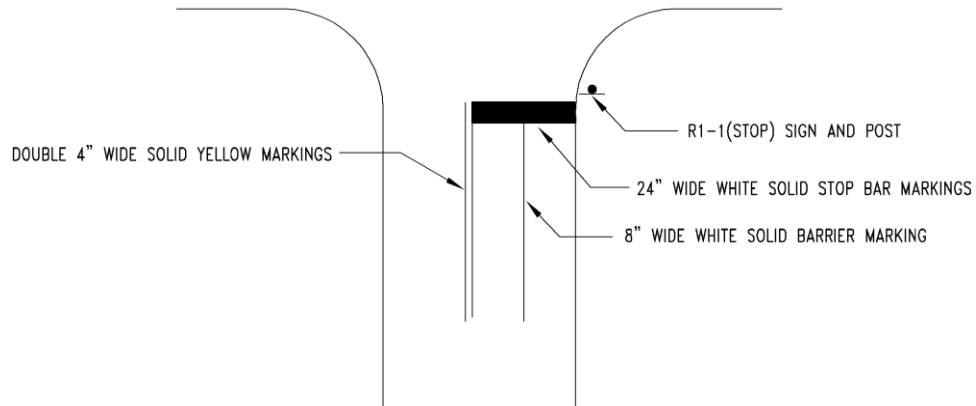


Figure 2.2.1.3, Dual Lane Egress, Single Lane Ingress

Commercial Drive Approach

- j) The stop bar and stop sign when used shall be on private property as well as upstream of any pedestrian facility crossing the drive approach and/or the drive aisle.
- k) The outbound (towards the street) lanes shall be 10 feet until at such time as the width of the driveway is greater than 30 feet and then the inbound (onto the site) lane shall be increased while the outbound lanes remain 10 feet.

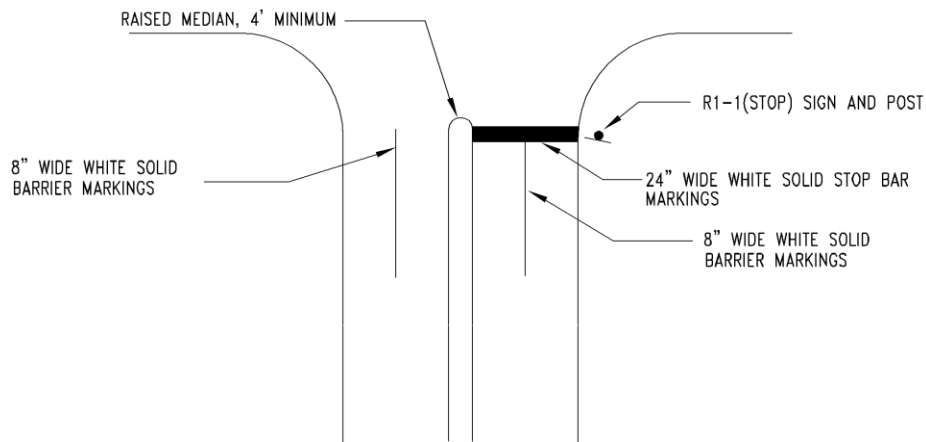


Figure 2.2.1.4, Multiple Lane Egress, Multiple Lane Ingress

With Median Commercial Drive Approach

- l) The stop bar and stop sign when used shall be on private property as well as upstream of any pedestrian facility crossing the drive approach and/or the drive aisle.
- m) The two outbound (towards the street) lanes shall each be 10-12 feet the two inbound (onto the site) shall each be 10-12 feet wide.

- n) Median shall accommodate any pedestrian facility across the drive approach and/or drive aisle as projected from both sides thereof.
- o) Only allowed when dual left turn lanes into the site or opposing street/driveway has two or more lanes of which two are designated as being through lanes.

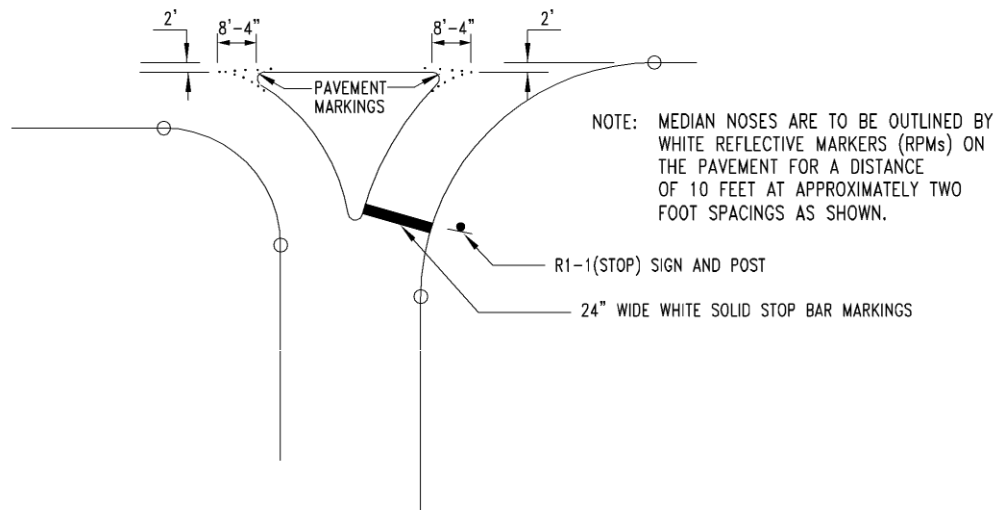


Figure 2.2.1.5, Right in /Right out Commercial Drive Approach

- p) The stop bar and stop sign when used shall be on private property as well as upstream of any pedestrian facility crossing the drive approach and/or the drive aisle.
- q) The minimum width of the drive approach/drive aisle prior to the island, as well as each lane (inbound and outbound) at the island and the applicable radii shall be determined by the engineer of record and based upon the type(s) of vehicles expected to use it as well as an auto-turn analysis provided to the City for review and approval.
- r) Median/island shall accommodate any pedestrian facility across the drive approach and/or drive aisle as projected from both sides thereof.
- s) For "one way in" or "one way out" driveways, the geometry shall be as shown in the figure above for the respective side.

2.2.2 Drive Approach Spacing

- a. Drive Approach spacing (same side of street)

Table 2.2.2.1, Minimum Drive Approach Spacing

Street Classification	Min. Drive Approach Spacing
Alley	10 feet
Flag Drive	10 feet
Residential	10 feet if permitted ²
Collector	100 feet if permitted ³
Arterial (4 Lane)	150 feet if permitted ⁴
Arterial (6 Lane)	200 feet if permitted ⁴

- a) Driveway spacing is measured between the closest edges of each drive approach not including the radius.
- b) Except for Residential Lanes drive approaches are permitted

- c) Refer to 2.6 Access Management for permitted access.+
- d) Drive approaches are not permitted on arterial streets unless otherwise allowed according to
 - i. Access Management.

b. Drive Approach spacing adjacent to street intersections

Table 2.2.2.2, Minimum Drive Approach Spacing at Intersections

Type of Intersection	Approaching the Intersection	Departing the Intersection
Alley/Alley	10 feet both alleys	10 feet both alleys
Alley/Residential	20 feet on alley, 50 feet on residential if permitted	20 feet on alley, 50 feet on residential if permitted
Alley/Collector	20 feet on alley, 75 feet on collector if permitted	20 feet on alley, 100 feet on collector if permitted
Flag Drive/Residential	20 feet on flag drive, 50 feet on residential if permitted	20 feet on flag drive, 50 feet on residential if permitted
Flag Drive/Collector	20 feet on flag drive, 75 feet on collector if permitted	20 feet on flag drive, 100 feet on collector if permitted
Residential/Residential	50 feet both streets	50 feet both streets
Residential/Collector	50 feet residential, 75 feet collector	50 feet residential, 100 feet collector
Residential/Arterial	50 feet residential, 150 feet arterial if permitted	50 feet residential, 200 feet arterial if permitted
Collector/Collector	75 feet both streets	100 feet both streets
Collector/Arterial	75 feet collector, 150 feet arterial if permitted	100 feet collector, 200 feet arterial if permitted
Arterial/Arterial	150 feet both streets if permitted	200 feet both streets if permitted

1. Corner clearance is measured between the right of way line of the intersecting street and the nearest edge of the drive approach not including the drive approach radius. See figure 2.2.2.1.

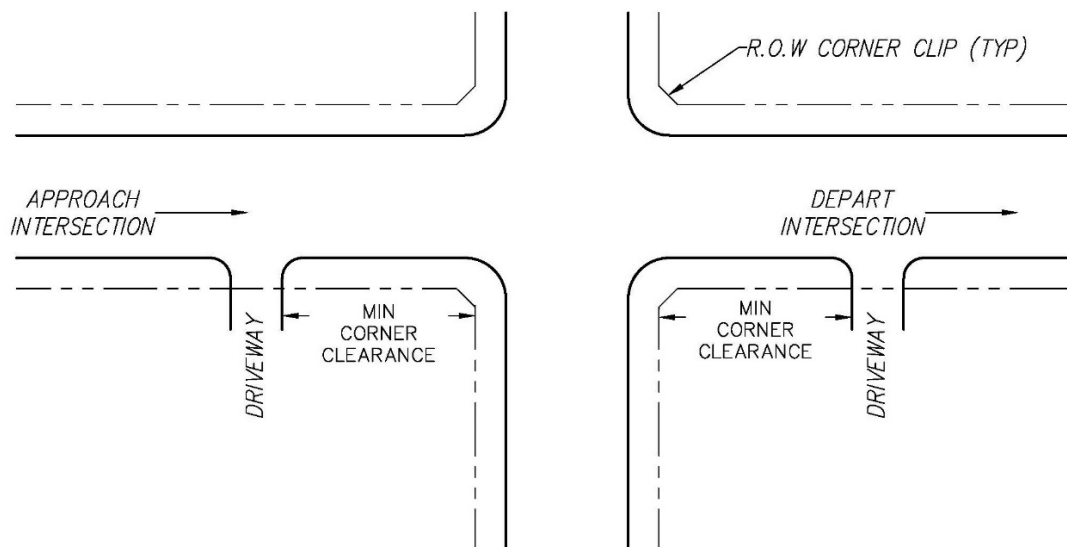


Figure 2.2.2.1, Drive Approach Spacing at Intersections

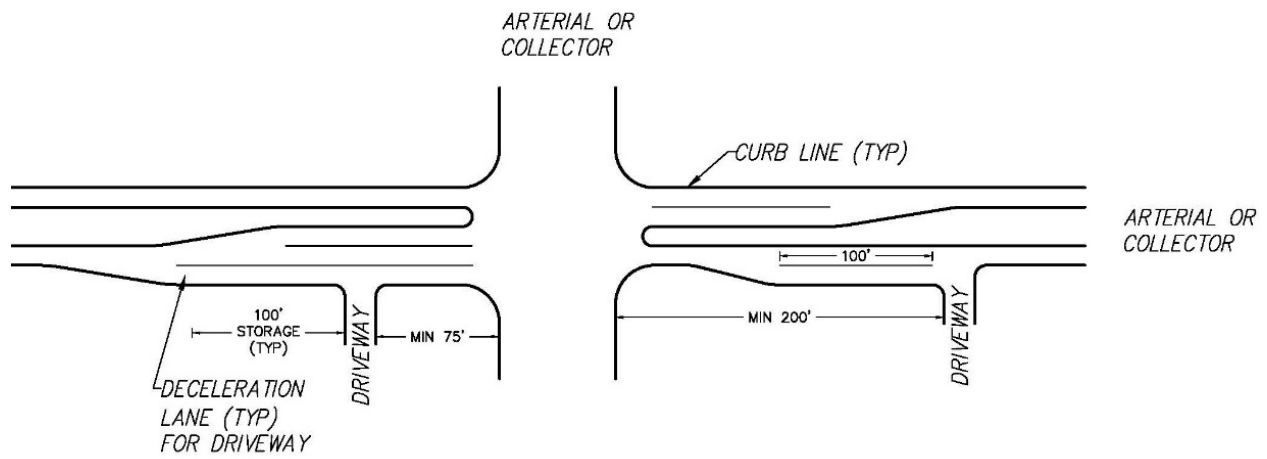


Figure 2.2.2.2, Drive Approach Near Turning Movements

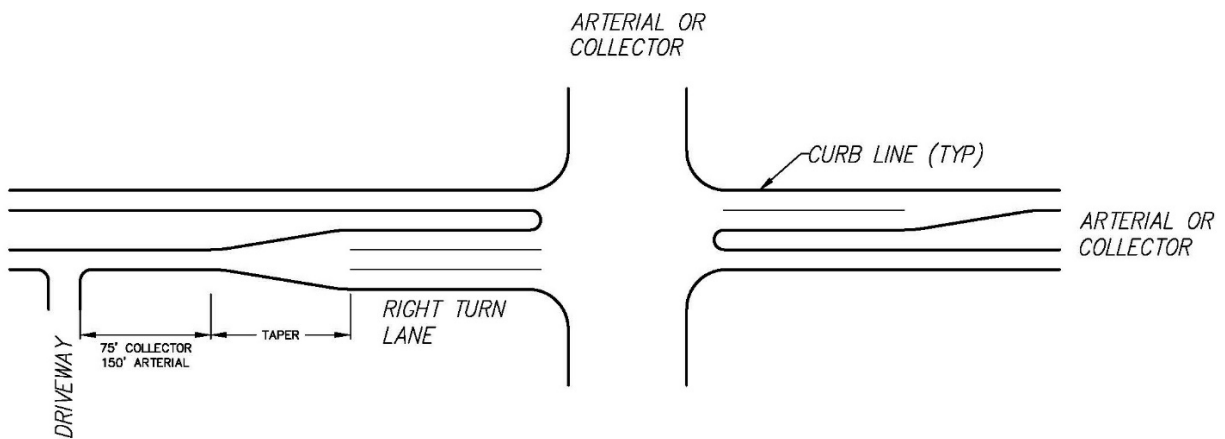


Figure 2.2.2.3, Drive Approach Near Turning Movements

c. Drive approach offset/relationship to median openings

1. For collector streets, drive approaches that do not align across the street from each other must be offset by a minimum of 75 feet between nearest tangent edge to nearest tangent edge.
2. For Arterial Streets without medians, drive approaches must align across the street from each other and be positioned as is reasonable and practical given property line location and time of development of the site. When this is not physically possible or practical, based on the opinion of the City Engineer, drive approaches that do not align must be offset across the street from each other by a minimum of 150 feet between nearest tangent edge to nearest tangent edge.
3. For Arterial Streets with medians, drive approaches must align with existing or proposed median openings. Where this is not possible or practical as determined by the City Engineer, drive approaches must be placed as far away from the existing or proposed median opening as is reasonably possible.

2.2.3 Driveway Throat Length Requirements

Table 2.2.3.1, Minimum Throat Length

Number of Parking Spaces	Min. Throat for Primary Drive Aisle	Minimum Throat for Secondary Drive Aisle
0 to 100	20 feet	20 feet
101 to 250	40 feet	20 feet
251 to 500	60 feet	40 feet
501 to 1000	80 feet	60 feet
1001 and over	Queuing Analysis Required	Queuing Analysis Required

- a) All drive approaches that access an arterial shall be classified as a primary drive approach. If no drive approaches access an arterial, then the drive approach expected to receive the most traffic is considered to be the primary drive approach.
- b) The throat length is measured between the first parking space or drive aisle and the property line.
- c) Parking lots with 10 or less parking spaces may use a minimum throat length of 10 feet for drive approaches accessing a residential street or collector street.

2.3 Drive Approach Grades

2.3.1 Minimum Drive Approach Slope

The minimum drive approach slope shall be determined by: $S = (6 + [0.02 \times W \times 12]) / (W \times 12)$ where W = the width of the parkway in feet as shown on the City of Cibola Standard drawings.

2.2.2 Maximum Drive Approach Slope

Unless otherwise approved by the City Engineer, maximum drive approach slope shall be 8 percent.

2.3.3 Sidewalks in Drive Approach

Maximum sidewalk cross slope within the limits of the drive approach shall be 2 percent.

2.3.4 Sidewalk Easement Requirement

Where the parkway width is insufficient to provide appropriate drive approach slope, a sidewalk easement will be required equal to the balance of the sidewalk width needed outside the right of way plus 2 feet. The additional 2 feet requirement is for sidewalk installation and maintenance. The balance of the sidewalk width needed is based upon using the minimum drive approach slope calculated within Section 2.3.1. See Figure 2.3.4.1. Also refer to the City Standard Drawings.

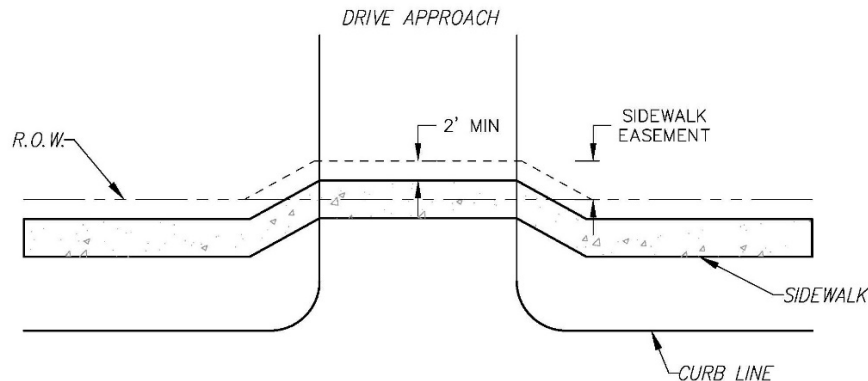


Figure 2.3.4.1, Sidewalk Easement to Meet Drive Approach Slope

2.3.5 Driveway/Drive Aisle Consideration

The drive approach slope from the bottom of the gutter to the nearest edge of the sidewalk (within the limits of the right of way) shall not exceed the driveway/drive aisle slope beginning at the furthest edge of the sidewalk. Also it shall not be less than the minimum slope nor be greater than the maximum slope as noted herein. See Figure 2.3.5.1

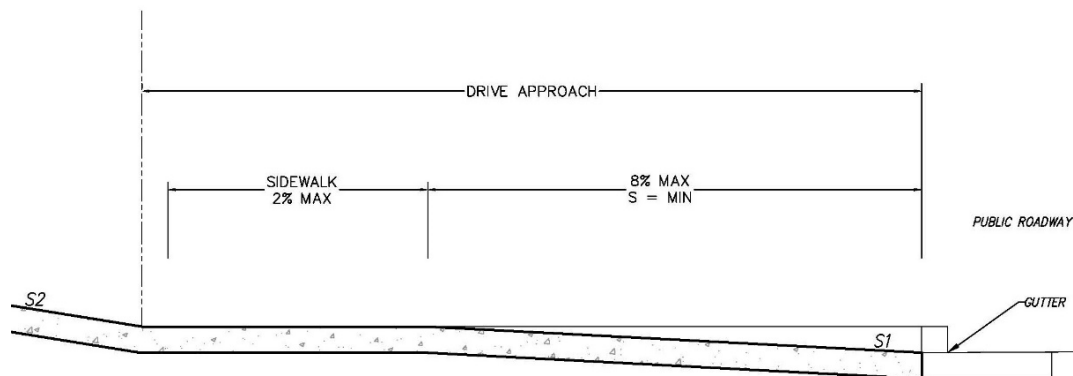


Figure 2.3.5.1, Driveway/Drive Aisle Section

1. $S1 \leq S2$
2. $S = (6 + [0.02 * W * 12]) / (W * 12)$
W = Width of the Parkway

2.4 Off Street Storage

At a minimum off street storage shall be provided as shown in Section 2.2.3. Additional storage capacity may be required based upon the types of vehicular traffic anticipated.

2.5 On Street Storage

On street storage if required shall be developed using appropriately sized turn lanes based upon full build out traffic volumes. On street storage requirements shall be included within the TIA if required.

2.6 Access Management

2.6.1 The Purpose

- a) Access management plan is to promote the health, safety, and general welfare of the present and future residents of the city through managing traffic flow and promoting traffic safety.

2.6.2 Access Standards

a) Definitions

- i. Driveway means the portion of the travel lane of a lot that opens onto a public street
- ii. Permit means a City of Cibola curb cut permit
- iii. TxDOT Highways are state operated highways that include Farm to Market (FM) roadways, State Highways (SH), Interstate Highway (IH), IH Frontage Roads, and United States (US) Highways.

b) Compliance

- i. No person shall construct, reconstruct, replace, relocate, alter, enlarge, improve or perform any work on or make use of any driveway for any property within the City or the Extraterritorial Jurisdiction, except in accordance with the Access Management Plan and this Manual or TxDOT Access Management Manual when applicable. All driveways shall be designed, installed, located and constructed in accordance with the approved specifications, plans, conditions and requirements of the permit issued for the property and the requirements of this Manual. No certificate of occupancy shall be issued for any building on any property for which a permit is required, until the construction, improvements, alterations or other work covered by the permit is completed in accordance with the permit issued, the requirements of this Manual or
- ii. the provisions of any other applicable ordinance. Where no building permit was
- iii. required in connection with the requested permit, no driveway on the property for which the permit was issued shall be used until and unless the work is completed in accordance with the permit and this Manual.

c) Closing of Driveways

- i. Where the closing or relocating of one (1) or more existing driveways or portions thereof is necessary to comply with this Manual or a curb cut permit issued, access shall be closed by the removal of the existing driveway approach and the installation of curb and gutter along the gutter line of the street, all in accordance with City or if applicable, TxDOT specifications. If there is no existing curb and gutter on the street,
- ii. the driveway shall be closed in the manner specified by the City Engineer.

d) Access to Freeways

- i. Access to freeways shall only be provided at entrance ramps. Access to frontage roads may be provided in accordance with the standards for access to arterial streets set forth in this Manual with the following exceptions.
- ii. No access is allowed in areas where TxDOT owns the Control of Access.

Such Control of Access may be found on current TxDOT right-of-way maps.

- iii. No access is allowed within a paved gore area or 250 feet past painted gore of an exit ramp. Similarly, no access is allowed within a paved gore area or 200 feet upstream of the painted gore of an entrance ramp.

e. Access to Arterial Streets

Access to an arterial street shall not be permitted unless there is no other reasonable means of providing safe access to the property. Unless designated as a freeway, all TxDOT Highways shall be considered arterials. Additionally, the geometric, hydraulic and pavement designs of all access driveways to TxDOT roadways must be reviewed by TxDOT to assure compliance with their standards.

- i. No development shall be allowed access to an arterial street if property excluded from the development could have been used to provide reasonable access to a lesser classified street or if the property has been previously subdivided in violation of state law or Cibolo Development Code if access could have been provided to a lesser street except for such unapproved subdivision of the property.
- ii. Existing commercial or industrial lots created prior to adoption of The Cibolo Development Code by legal subdivision procedures with exclusive frontage on an arterial street may take access to the arterial in accordance with the access standards in this Manual.
- iii. Existing single family and two family lots created prior to adoption of The Cibolo Unified Development Code by legal subdivision procedures with exclusive frontage on an arterial street may be developed with a circular drive. Such driveway shall be designed and constructed in accordance with standards for circular drives provided in this Manual.
- iv. When driveway access to an arterial street is the only reasonable means of providing safe and adequate access to the property as determined by the City Engineer, the driveway design, number of driveways, location and construction shall be in accordance with this Manual.
- v. Driveways on an arterial shall align with existing median openings, other driveways, and "T" intersections or be offset in accordance with this Manual.

f. Access to Collector Streets

- i. Access to collector streets for commercial, office, or industrial development is required and shall be designed and constructed in accordance with the standards provided in this Manual.
- ii. No single or two family lots shall be designed such that there is no other means of access other than a collector street.
- iii. Existing single family and two family lots developed prior to approval of the Cibolo Unified Development Code with exclusive frontage on a collector street and no alley may be developed with a circular drive. Such driveways shall be designed and constructed in accordance with the standards for circular drives provided in this Manual.
- iv. Driveways on a collector street shall align with existing driveways and "T" intersection on the opposite side of the street, or shall be offset in accordance with this Manual.

g. Driveway Separation

Unless located on a TxDOT roadway, driveways shall be separated in accordance with this Manual to ensure that all driveways are separated by sufficient distance so as to avoid interfering with the safe movement of traffic. In interpreting and applying the separation requirements, the following shall apply:

- i. The separation requirements shall be determined in reference to any proposed or existing driveways on or off the property. Where applied to a property, which is located adjacent to an undeveloped tract, the separation requirements shall account for the placement of future driveways on the adjacent undeveloped property.
- ii. The minimum separation specified may be reduced for currently developed property if the amount of street frontage for the property is insufficient to allow for one (1) driveway access that would have the necessary separation from an existing driveway on adjacent property and joint access with adjacent properties is not physically possible as determined by the City Engineer. If a reduction in the minimum separation specified is allowed, the separation shall be reduced only to the degree necessary to allow for the single driveway.
- iii. The separation distances specified shall be measured from the nearest edge of each driveway at the right-of-way line.

h. Corner Clearance Standards

Corner clearance standards shall be applied in accordance with this Manual to ensure that the traffic movements from driveways do not unduly conflict with the movement of traffic on intersecting public streets. In interpreting and applying the standards the following shall apply:

- i. A reduced requirement may only be used if absolutely necessary to provide driveway access to property where no other means of access meeting the corner clearance requirement is reasonably possible and joint access with adjacent properties is not physically possible as determined by the City Engineer. If a reduction in the minimum corner clearance specified is allowed, the corner clearance shall be reduced only to the degree necessary to allow for the single driveway.
- ii. The specified distances shall be measured at the right-of-way line from the edge of the driveway nearest the intersecting street to the right-of-way line of the intersecting street. Where right of way corner clips exists or are proposed, the specified distance shall be measured from the edge of the driveway nearest the intersecting street and the end of the corner clip nearest to the subject driveway.

i. Driveway Widths and Grades

Unless located on a TxDOT roadway, driveway widths and grades shall be in accordance with this Manual. Driveways connecting to TxDOT roadways shall meet TxDOT standards.

j. Medians

- i. When any development is required to provide more than one-half of any arterial street, a median shall be provided in accordance with this Manual.
- ii. Median openings shall be a minimum of 400 feet apart measured from the nose of median to nose of median.
- iii. Whenever a median opening is constructed, the associated left turn lane serving the development must be constructed at the same time. In the event that there is an existing intersecting street on the opposite side of the street, the new development constructing the median opening shall be required to install both left turn lanes.
- iv. Patterned and colored median noses shall be as shown on the City of Cibolo Standard Drawings.

k. Right and Left Turn Lanes

- i. Development expected to generate at least 100 but less than 1,000 vehicle trips per day and less than 100 vehicle trips per hour at full development may be required to provide right turn lanes into each entrance and left turn lanes into each entrance that left turns are possible.
- ii. Developments expected to generate at least 1,000 vehicle trips per day or at least 100 vehicle trips per hour at full development shall be required to provide right turn lanes into each entrance and left turn lanes if a left turn is possible in accordance with an approved traffic impact analysis.
- iii. Right and left turn lanes maybe required based upon the traffic impact study for the study area.

2.7 Signage and Pavement Markings

All signage and pavement markings shall be in conformance with the Texas Manual of Uniform Control Devices.

3 Pavement Standards

The user should be aware of and utilize the City of Cibolo Unified Development Code Article 18 - Transportation in conjunction with this Manual.

3.1 Streets

This section covers the minimum pavement structural sections required for each classification of roadway. The pavement structural section requirements are based upon a Geotechnical and Pavement Design Consultation performed by CTL Thompson Texas, LLC in 2010. The design life assumed in the consultation was 40 years for jointed reinforced concrete pavement and 20 years for asphalt concrete pavement. Table 3.1.1 reflect the recommendations shown in the report. An additional report was generated for reinforced concrete in 2017 by Teague Nall & Perkins, Inc. which provided minimum guidelines for reinforcement for concrete pavement. These recommendations are also reflected in Table 3.1.1.

Refer to the City of Cibolo Standard Drawings for additional requirements.

TABLE 3.1.1 PAVEMENT STRUCTUAL**SECTION MINIMUM REINFORCED****CONCRETE PAVEMENT:^(A)**

Pavement Section	Arterial	Commercial	Residential Collector	All Other Residential
Joint Reinforced Pavement Depth (Inches)	11	10	8	7
Stabilized Subgrade Depth (Inches)	12	12	8	8
Minimum Continuous Reinforcing Steel	#4 at 18" on center both ways	#4 at 18" on center both ways	#3 at 18" on center both ways	#3 at 18" on center both ways

MINIMUM ASPHALT CONCRETE PAVEMENT:

Pavement Section	Arterial	Commercial	Residential Collector	All Other Residential
Asphalt Surface Course (inches)	3	3	3	2
Asphalt Base Course (inches)	9	9	6	6
Stabilized ^(D) Subgrade Depth (inches)	12	12	12	12

- a) A slip-form paving placement method shall be used for all concrete street paving, with exceptions for irregular areas as approved by the City Engineer. Follow current TxDOT specifications (360.3.4 – Texturing Equipment) for surface finish of a concrete section.
- b) Depths provided are minimum City requirements. Engineer of Record is responsible for ensuring these minimums meet design requirements for the specific project and may require additional analysis depending on local soil and moisture conditions as well as higher than expected traffic volumes and/or truck traffic.
- c) Soil conditions shall dictate what type of subgrade stabilization is required; either lime or cement. Geotechnical report(s) shall be prepared to identify which method is appropriate for the types of soils encountered. If cement stabilization is recommended, micro-fracturing according to TxDOT standards will be required.
- d) At a minimum, the subgrade shall be treated with 7% of the subgrade treatment to be used.

- e) TxDOT Flex-base may be used as an option for subgrade treatment. Depth of flex-base required shall be based upon a geotechnical report for the street improvements based upon ultimate traffic conditions. The section shall include filter fabric overlaid upon geo-grid. The geo-grid shall not be used in calculating the structural capacity of the section. The flex-base shall be in accordance to TxDOT specifications Item 247 and shall be Type A Grade 1 material. The geogrid shall be Tensar TX-5 Triaxial Geogrid or approved equal. The geotextile filter fabric shall be Mirafi 500x or approved equal.

3.1.1 Geotechnical Report

The above are considered minimal acceptable pavement sections. For all subdivisions a Geotechnical investigation shall be conducted by a Licensed Professional Engineer.

- i. Length of Service Life – Pavement shall be designed for a twenty-year (20-year) service life.
- ii. Traffic Load, Reliability and Pavement Structures – The traffic load is cumulative expected 18-Kip equivalent single axle loads (ESAL) for the service life. The following 18-Kip ESAL Reliability Level and Pavement Structure shall be used in the design of streets for each street classification:

TABLE 3.1.1.1 PAVEMENT SPECIFICATIONS

Street Classification	18-Kip ESAL	Reliability Level	Minimum Pavement Structure	Maximum Pavement Structure
Primary and Secondary Arterials	3,000,000	R-95	SN=3.80	SN=5.76
Collector and Type "B" Street	2,000,000	R-90	SN=2.92	SN=5.08
Residential	500,000	R-70	SN=2.58	SN=4.20

- iii. Serviceability – The serviceability of a pavement is defined as the pavement's ride quality and its ability to serve the type of traffic (automobiles and trucks) that use the facility. The initial serviceability index of (p0) for flexible pavements shall be 4.2 and for rigid pavement shall be 4.5. The minimum terminal serviceability index (Pt) for local streets shall be 2.0 and for collectors and arterials shall be 2.5. A standard deviation (S0) for flexible pavement shall be 0.45 and for rigid pavement shall be 0.35.

Additional requirements maybe warranted by the City Engineer based upon the anticipated vehicular loading and traffic volumes anticipated.

3.2 Drive Approach

Refer to the City of Cibolo Standard Drawing for drive approach structure section requirements.

4 Pedestrian and Bicycle Facility Design

The user should be aware of and utilize the City of Cibolo Unified Development Code Article 18 - Transportation in conjunction with this Manual.

4.1 Geometric Standards

Table 1.3.1 shows the standard with of sidewalks and bike lanes for the various street classifications. Refer to the City of Cibolo Standard drawings for the locations of sidewalks and bike lanes within the street right-of- way.

4.1.1 Sidewalk Easements

Where a sidewalk easement is required the easement shall extend 2 feet past the edge of the sidewalk. Any portion of the sidewalk extending past the right-of-way shall be contained within a sidewalk easement.

4.2 Mobility Plan Component

The City of Cibolo Mobility Plan which includes a pedestrian and bike component should be reviewed relative to any proposed development. It should be noted that the City of Cibolo Mobility Plan is a living document and is periodically updated to reflect the changes in the characteristics of anticipated traffic flow within the City.

4.3 Accessibility Standards

The City of Cibolo considers sidewalks to be accessible routes according to Section 4.3 of Texas Accessibility Standards (TAS) and considers a public sidewalk a “facility”. Sidewalks, landings, ramps, and flares shall comply with the latest TAS, the latest Department of Justice ADA Standards for Accessible Design, the Public Right of Way Accessibility Guidelines (PROWAG), and the Federal Highway Administration. Also sidewalks, landings, ramps, and flares are subject to the requirements of the Texas Department of Licensing and Registration (TDLR) for inspection purposes unless otherwise exempted by the City Engineer. Prior to construction of sidewalks where the total cost of the public improvements will exceed \$50,000.00, the Engineer of Record must show proof of Texas Department of Licensing review and approval for accessibility. Compliance with the regulations shall be the responsibility of the Engineer of Record for the project. Refer to the City of Cibolo Standard drawings for additional requirements.

4.4 Intersections

4.4.1 Curb Ramps

The continuation of accessible routes through intersections shall use approved curb ramps that meet accessibility standards. Refer to the City of Cibolo Standard drawings for Type 1A and Type 1B curb ramps at intersections. Crosswalks through the intersections shall meet accessibility standards.

4.4.2 Bike Lanes

Bike lanes at intersections shall consider other traffic movements and facilities such as turn lane movements, transit facilities, parking, and stop bar locations. The current Urban Intersection Design Guide by TxDOT can be used for bike lane design at intersections. The bike lane design at intersections requires the approval of the City Engineer.

4.5 Pedestrian TIR Requirements

If a development is proposed within ½ mile of a public elementary or secondary school, a pedestrian traffic impact analysis will be required to determine the appropriate size and location of sidewalks and bicycle facilities to serve those uses.

4.6 Signage and Pavement Markings

Signage and pavement markings shall be in accordance with the latest version of the Texas Manual on Uniform Control Devices.

4.7 Amenities

4.7.1 Bicycle Parking

- a. Refer to Bicycle Parking Guideline 2nd Edition by the Association of Pedestrian and Bicycle Professionals (APBP) for general guidelines and resources.
- b. All bicycle parking facilities/devices shall be constructed to meet commercial grade structural standards.
- c. Location Standard:
 - i. Bicycle parking must be on the same lot as the principle use.
 - ii. Bicycle parking must be located in highly visible and well-lit areas.
 - iii. Bicycle parking must not interfere with accessible paths of travel or accessible parking as required by the accessibility standards.
 - iv. Bicycle parking must be located within 50 feet of a main building entrance.
 - v. In multiple building locations, bicycle parking must be distributed in a manner that serves all entrances.

- d. Layout and Design:
 - i. Bicycle rack design
 - a. Support the bicycle in at least two places
 - b. Enable the frame and at least one wheel to be secured
 - c. Designed to accommodate “U” shape locking devices
 - d. Installed to manufacturer’s specifications
 - e. Each bike rack must be designed to accommodate at least two bike parking
 - ii. Bicycle parking space
 - a. Concrete pad built to City of Cibola sidewalk standards
 - b. Must provide clearance of at least 2 feet from closest wall
 - c. Must provide clearance of at least 3 feet between bike racks
 - d. Must not interfere with pedestrian pathway

4.7.2 Sidewalk on Bridges

Sidewalk widths on bridges shall be a minimum of 6 feet or wider as required by the street classification. Unless otherwise approved by the City Engineer, all street bridges shall have sidewalks on both sides of the bridge. Dependent upon vehicular and pedestrian traffic considerations a parapet wall may be required to separate the sidewalk from the travel lane. Parapet walls shall be constructed to TxDOT standards. A pedestrian bridge rail shall be constructed on the outside of the bridge to protect sidewalk traffic. Both bridge rails and parapet wall shall meet accessibility standards.

4.7.3 Sidewalks on Drainage Crossings

Sidewalk widths at drainage crossings shall be a minimum of 6 feet or wider as required by the street classification. Unless otherwise approved by the City Engineer, sidewalk railing shall be provided to protect the sidewalk traffic from the outside edge of the drainage crossing. Dependent upon vehicular and pedestrian traffic considerations a parapet wall may be required to separate the sidewalk from the travel lane. Parapet walls shall be constructed to TxDOT standards. Railing and parapet walls shall meet accessibility standards.

4.7.4 Sidewalks Adjacent to Screen Walls

A minimum of 2 feet additional width of sidewalk shall be required beyond the standard width of sidewalk for sidewalks adjacent to screen walls.

DCM UPDATE STREETS

Chris Otto, P.E.
City Engineer



Previous Council Feedback

- On September 24, 2024
 - City Council supported changing the requirements for street width on residential streets to 32' instead of the current 30' width.
 - City Council supported changing the pavement standards to 500,000 ESAL for residential streets.



Overview

- Why change the standards?
- What are the outcomes of the changes?
- Review current DCM standards
- Review revised Street standard
- Recommended changes to Pavement specs



Why?

- Last updated in 2010
 - Many standards are based on 2008 City of San Antonio pavement specifications
 - TxDOT recently updated specifications in 2024
 - City of San Antonio updates are ongoing
- New subdivisions have pavement failures prior to maintenance period ending
 - Local A w/o bus traffic is primarily used as the design standard on these failed streets.
- Coordinate UDC and DCM
 - Consolidate engineering specifications into the DCM and remove from the UDC
 - Keep lot design in UDC
- Ensure that new streets in Cibolo are designed to last



Outcomes

- Increase the pavement life expectancy
- Identify and strengthen maintenance applications
- Customized to meet soil conditions in and around Cibolo
- Meet fire apparatus access road requirements
- Maintain 50' ROW for local streets to avoid Wireless Telecommunication Facilities



DCM Chapter/sections

- **Why do we have a DCM?**
 - To provide standards by which all streets are constructed and maintained
- **Chapters/Sections**
 - SECTION 1 – STREET DESIGN
Geometric street design and repair parameters
 - SECTION 2 – DRIVE APPROACH DESIGN
Geometric driveway design parameters
 - SECTION 4 – PEDESTRIAN AND BICYCLE FACILITY DESIGN
Sidewalks, Curbs ramps, etc.



Street Width



Street Width Background

- Current design residential standard
 - 30' pavement width and a 50' right-of-way
 - 5' sidewalk separated from curb (2' minimum)
 - Parking allowed on both sides
- 2021 International Fire Code requires no parking signs on one side of the street if street width is less than 32'
 - **D103.6.2 Roads more than 26 feet in width** - Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).



Street Width Comparison



30'



32'



40'

Street Width Recommendation

City Engineer and Staff recommend

- Increase minimum pavement width to 32'
- “No Parking” signs are not required
- 5' sidewalk married to curb



DCM - Existing Road Standards

TABLE 1

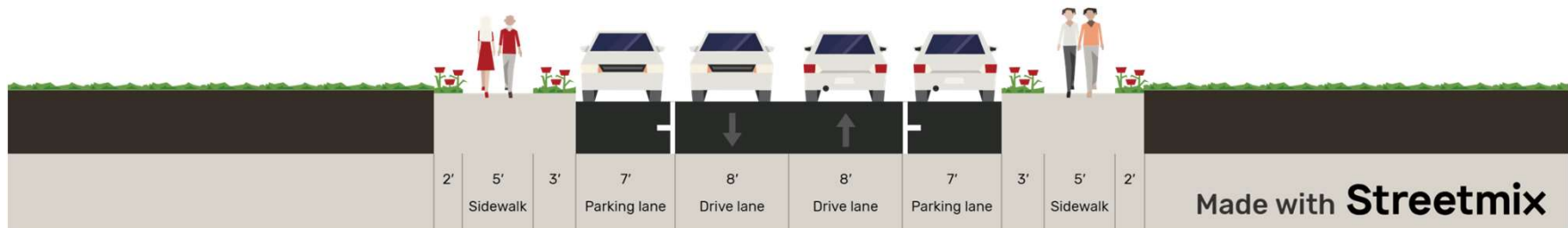
ROAD DEVELOPMENT

<u>Street Classification</u>	<u>R.O.W</u>	<u>Pavement</u>	<u>Median Widths</u>	<u>Pvmt. Crown Or Cross-Slope</u>
Local "A" (Residential)	50'	30'	---	4"
Local "B" (Minor Collector)	60'	40'	---	4"
Collector (Major)	66'	44'	---	5 "
Primary Arterial	86'	2 @ 24'	14' paved	(1,2) ¼" per ft.
Regional Arterial	110'	2 @ 36'	14' paved	(1,2) ¼" per ft.
Marginal Access (Comm.)	40'	30'	---	4"
Marginal Access (Res.)	40'	26'	---	3"
Alleys (Commercial)	24'	---	---	0" to 7"*
Alleys (Apartments)	24'	20'	---	0" to 7"*
Alleys (Residential)	24'	18'	---	0" to 7"*



Existing Local 30' (50' ROW)

- Divorced sidewalk allows water infiltration into subgrade
- Introduces potential conflicts with planting of trees in 3' wide landscape



DCM - Proposed Road Standards

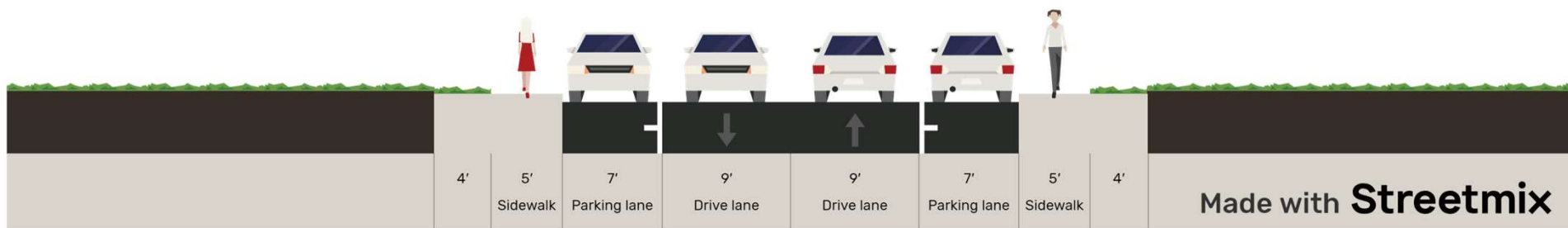
TABLE 1.3.1 GEOMETRIC STREET STANDARDS

Roadway Classification	Number of Lanes	Min. R.O.W. Width (ft)	Min. Pavement Width (ft)	Required Drainage Easement	Design Speed (MPH)	Min. Center Line Radius (ft)	Min. Horiz. Curve Separation (ft)	Min. Grade (%)	Max. Grade (%)	Parking	Sidewalk Width (ft)
Alley Residential	1	24	15	0	15	100	0	0.5	8	Prohibited	N/A
Alley Commercial	1	30	20	0	15	100	0	0.5	8	Prohibited	N/A
Residential (Urban)	2	50	32	0	30	200	0	0.5	10	2 sides	5
Residential (Rural)	2	50	26	10	30	200	0	0.5	10	Prohibited	N/A
Minor Collector	2	70	40	0	35	400	100	0.5	7	Permitted	6
Major Collector	2 - 4	80	40 - 60	0	35	600	100	0.5	7	Prohibited	6
Parkway	2	50	30	0	40	600	100	0.5	7	Prohibited	6
Minor Arterial	4	86	44 - 80	0	40	600	100	0.5	7	Prohibited	6
Major Arterial	4-6	108	80	0	45	800	100	0.5	7	Prohibited	6

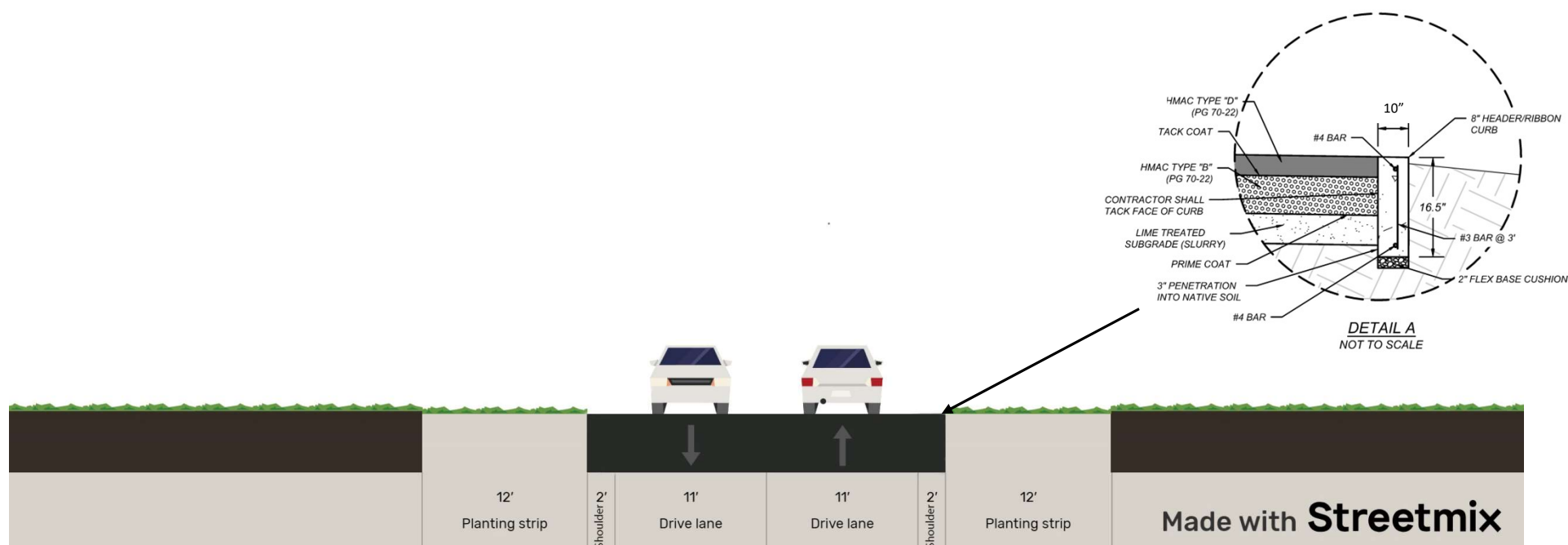
- a) Alleys and Rural Residential are edge of pavement to edge of pavement
 b) Curb to curb width may be reduced if surmountable curbs are utilized.

Proposed 32' (50' ROW)

LOCAL STREET
(RESIDENTIAL)
PARKING ON 2 SIDES

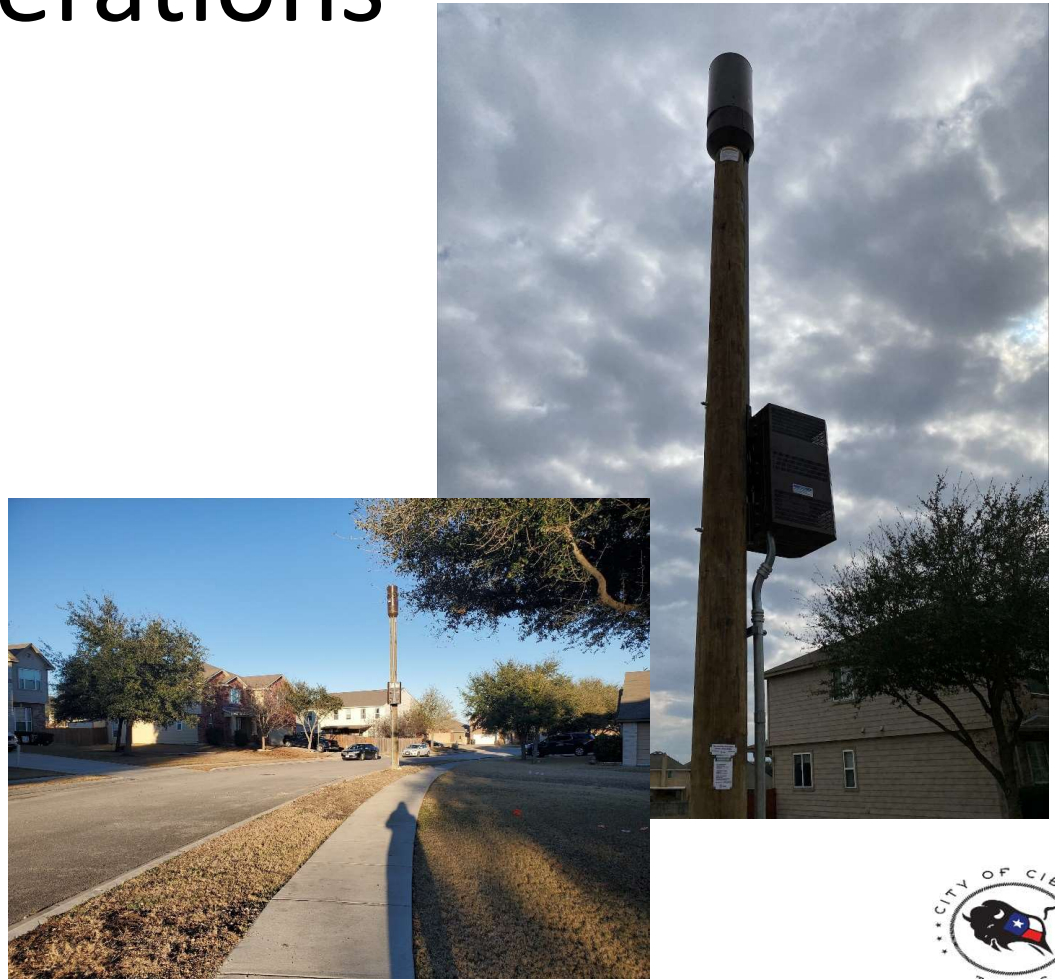


Cibolo - Local (Rural)



ROW Width Considerations

- Local Government Code Section 284.104 State law allows Council to prohibit cell node on ROWs of 50' or less.
- Cibolo has experienced a national cell provider installing 5G cell towers inside residential areas.
- The City used the state law to force the provider to remove the towers
- Leaving the ROW at 50' in residential areas allows the City to ban cell nodes in residential areas.



Pavement Specifications



Consolidate Pavement Specifications in DCM

Sections to move to DCM:

Section 18.17 – Sidewalks

C. Location and Width – Revise to reference widths in DCM



Existing Pavement Standards

- Recent subdivision pavement failures have been primarily Local "A" without bus traffic .

Pavement Specifications

Street Classification	18-Kip ESAL	Reliability Level	Minimum Pavement Structure	Maximum Pavement Structure
Primary and Secondary Arterials	3,000,000	R-95	SN = 3.80	SN = 5.76
Collector and Type "B" Streets	2,000,000	R-90	SN = 2.92	SN = 5.08
Type "A" Streets - w/Bus Traffic	1,000,000	R-70	SN = 2.58	SN = 4.20
Type "A" Streets - w/out Bus Traffic	100,000	R-70	SN = 2.02	SN = 3.18



Recommended Pavement Standards

- Will be moved to the DCM as part of the UDC update process.
- New guidelines eliminate the Type “A” Streets w/ out Bus Traffic (100,000 18-Kip ESAL).
 - ESAL = Equivalent Single Axle Load
- Increase minimum pavement specifications to handle at least 500,000 18-Kip ESAL.

Street Classification	18-Kip ESAL	Reliability Level	Minimum Pavement Structure	Maximum Pavement Structure
Primary and Secondary Arterials	3,000,000	R-95	SN=3.80	SN=5.76
Collector and Type "B: Street	2,000,000	R-90	SN=2.92	SN=5.08
Residential	500,000	R-70	SN=2.58	SN=4.20



TIA Requirements

- Category 1 TIA be required at 100 peak hour trips (PHTs).
 - This is an increase from the current 76 PHTs.



Staff Recommendation

- Adoption of the Streets Design Criteria Manual as updated.





City Council Regular Meeting Staff Report

J. Discussion on Council Directive Policy 2024-01 and 2020-01. (Councilman Hicks)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Discussion/Action Item: 12J.
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

[Council Policy 2020-001.pdf](#)



City Council Policy Directive No. 2020-001

This Policy is required by the City Charter

CITY OF CIBOLO MEETINGS - COUNCIL/BOARD/COMMISSION/COMMITTEE/CORPORATION RULES AND PROCEDURES

Part I. General Provisions

Rule 1. Scope of Rules. These rules shall govern the conduct of the Council, Boards, Commissions, Committees, and Corporations and shall be interpreted to ensure fair and open deliberation and decision making.

Rule 2. Rulings; Matters Not Covered. The presiding Officer shall rule on all questions of procedure.

Rule 3. Interpretation. These rules are intended to supplement and shall be interpreted to conform to the statutes of the State of Texas and the Ordinances of the City of Cibolo. In general, these rules shall be interpreted to allow the majority to prevail but preserve the Right of the Minority to be heard.

Part II. Time and Place of Meetings

Rule 1. Regular Meetings. The City Council shall meet in regular session on the second and forth Tuesday in each calendar month beginning at 6:30 pm unless postponed or cancelled for valid reason(s), in the Cibolo Council Chambers. All Boards, Commissions, Committees, and Corporations will set a regular date each month to conduct their meeting and meeting times should be at 6:30 pm to allow citizens an opportunity to attend all meetings. The meetings in extraordinary circumstances may be set to start at a different time. Meetings of all Boards, Commissions, Committees, and Corporations may be cancelled if there are no discussion or action items to be presented.

Rule 2. Special Meetings. A Special Meeting is any meeting, other than a regular meeting, where a quorum of members of a specific Council, Board, Commission, Committee or Corporation are present to deliberate public business that the City Council, Board, Commission, Committee, or Corporation has supervision or control over the topic being deliberated.

- A. Special Meetings may be called at the request of the Mayor or a majority of the City Council or the President or Chairman of a Board, Commission, Committee, or Corporation.
Said meetings will be held at the time and place as posted on the meeting agenda but should try and keep the time and place the same as the regular scheduled meetings.
- B. Special Meeting must be posted by the City Secretary's Office 72 hours prior to the scheduled meeting. All rules of a regular meeting apply to a Special Meeting.

Rule 3. Executive Sessions. The City Council, Board, Commission, Committee, and Corporation may meet in executive session in compliance with the Texas Open Meetings Act. Chapter 551, Governance Code is very specific in regard to the limited subjects a governmental body may discuss in closed or executive session. A vote, if needed, or a matter deliberated in an executive session will be made in an open meeting for which the proper notice is provided.

Rule 4. Quorum; Majority Vote. A majority of Council, Board, Commission, Committee, and Corporation shall constitute a quorum at all meetings, unless provided differently by state law, for the transaction of business, and no action of the Council, Board, Commission, Committee, and Corporation shall be of any affect unless it is adopted by the favorable vote of a majority of Council, Board, Commission, Committee or Corporation.

Part III. Regular City Council/ Board/Commission/Committee/Corporation Agenda Packet

Rule 1. Agenda Packet. The Agenda Packet includes the meeting notice ("agenda") and any supporting documentation for agenda items. Supporting documentation will not be handed out the night of the meeting as it does not give Council, Board, Commission, Committee and Corporation the opportunity to review the item prior to discussion of the item. If a document needs to be given out (emergency only) the night of the meeting those documents should be given to the City Secretary for distribution to the Council, Board, Commission, Committee and Corporation. All items requested to be placed on the agenda should be discussed with the City Manager/Chairman/President prior to it being given to the City Secretary to be included on the agenda and all backup material will be required at the time. The City Secretary's Office is responsible for assembling the proposed agenda packet for each meeting a final packet with all items will be required to be given to the Office of the Secretary for file.

Rule 2. Consent Agenda. The Mayor/President/Chairman/City Secretary/City Manager may separately designate items as consent items which shall be placed under Consent Agenda on the agenda. The Consent Agenda shall consist of routine items, which the Mayor/ President/Chairman/City Secretary/City Manager determinations can be appropriately considered as a group (without separate discussion) at the meeting.

Rule 3. Meeting Notice Deadline. All requests to place a subject on the agenda must be in writing with supporting documentation provided to the City Manager/Chairman/President no later than the week preceding the meeting. All items are due to the office of the City Secretary by close of business one week preceding the regular meeting. Items received after this time will be placed on the next agenda. To keep the agenda from going into the late evening the City Manager may ask if an item can be placed on the next agenda.

Rule 4. Meeting Notice; Posting. The City Secretary's Office is responsible for posting the agenda for each meeting. The city's official posting location for the agenda is the bulletin board located at the front of City Hall. The agenda will also be placed on the City's web site.

Rule 5. Withdrawal of Items. The Mayor/President/Chairman may withdraw an item on the meeting notice prior to the meeting, and a Council/Board/Commission/Committee/Corporation member may withdraw a item he or she placed on the agenda meeting but in withdrawing an item that has been posted, shall state the reason therefore which reason shall be posted and transmitted to the Council, Board, Commission, Committee and Corporation.

Part IV. Conduct of Meetings

In accordance with the City of Cibolo City Charter Section 3.12 the City Council will adopt rules and regulations to conduct business.

Rule 1. Roll Call. Before proceeding with the business of the Council/Board/Commission/Committee/Corporation the City Secretary determines the presence of a quorum as required by law. When the roll call is taken by either the Mayor/President or Chairman the City Secretary will enter into the minutes all members that were present and all members that were absent from the meeting. The City Secretary will provide the Mayor/President or Chairman any written correspondence received from a member that is not present at the meeting. The Mayor/President or Chairman will inform all other members of the Council, Board, Commission, Committee or Corporation of the absent and the reason the individual could not be present. A vote will be taken to determine if the absence will be recorded as an excused absence. Any member of the Council, Board, Commission, Committee, or Corporation that fails to notify the Office of the City Secretary of the absence at least one hour prior to the start of the meeting will be considered unexcused in the minutes.

Rule 2. Call to Order. The presiding officer shall call the meeting to order.

Rule 3. Presiding Officer. The Mayor, Chairman, President or in the absence of this individual or the inability to perform, the Mayor Pro Tem, Vice Chairman, Vice President, shall be the presiding officer at all Council meetings or meeting of that particular Commission, Committee, Board or Corporation. If both these individuals are absent or unable to perform, the most senior member present shall preside. In the event two or more members equally possess the greatest seniority, then the eldest person among them shall preside. For this purpose, seniority is measured by current, continuous service on the City Council, Commission, Committee, Board or Corporation.

Rule 4. Control of Discussion. The presiding officer shall moderate discussion of the Council, Board, Commission, Committee, or Corporation on each agenda item to assure full participation in accordance with these rules. The presiding officer will preserve order and decorum, preventing the impugning of any member's motives or other personal comment not relative to the orderly conduct of business. The presiding officer shall request all speakers to keep comments brief and relevant to the question before the Council, Board, Commission, Committee, or Corporation. **All persons present in the meeting room should refrain from abusive, rude or inappropriate conduct.** See Chapter 38 of the Texas Penal Code regarding the "hindering" of official proceedings.

Rule 5. Order of Consideration of Agenda. Except as otherwise provided in these rules, each agenda item shall be considered in the numerical order as listed on the meeting notice. Each agenda item shall be introduced by the presiding officer. After an item is introduced, the standard procedure is as follows:

1. Reading of the item by the presiding officer.
2. The Mayor/President/Chairman or other person may present a statement on the item.
3. Discussion with the presenter. A Council, Board, Commission, Committee or Corporation Member may request and receive information, explanations or the opinions of the City Manager or City Employee present.
4. Ask for a motion; if made, ask if there is a second. If seconded, proceed to Rule 5.5. If there is no motion or second, item dies due to lack of motion.
5. Discussion amongst Council, Board, Commission, Committee or Corporation Members on item motion.
6. Unless required by law or Council, Board, Commission, Committee or Corporation Member requests a roll call vote, informal voting shall be used.

Rule 6. Presiding Officer's Right to Enter into Discussion. The presiding officer as a Member of the Council/Board/Commission/Committee/Corporation may enter into any discussion.

Rule 7. Limit on Remarks. Each Council, Board, Commission, Committee or Corporation Member shall limit their relevant remarks to a reasonable length.

Rule 8. Presiding Officer's Right to Speak Last. The presiding officer has the right to speak last on any item.

Rule 9. Closing Discussion. Discussion shall be closed on any item by the presiding officer with the concurrence of a majority of the Council, Board, Commission, Committee or Corporation present.

Part V. Council/Board/Commission/Committee/Corporation Action

Rule 1. Recording Names of Moving Members. The City Secretary shall record the name of the Council, Board, Commission, Committee or Corporation Member making each motion and seconding each motion.

Rule 2. Call for Vote. At the conclusion of the discussion, the presiding officer shall call for a vote by voice, show of hands or roll call. The presiding officer shall announce the results of the vote. Roll call votes are called in either alphabetical order, from left to right or from right to left with each member responding in the affirmative or negative (aye, yes, nay, or no). If a member does not wish to vote, they answer abstain. In case of a tie, the presiding officer votes. If the presiding officer cannot vote, the motion fails. The Mayor, President or Chairman will only vote in a tie.

Rule 3. Voting Required. Each Council, Board, Commission, Committee or Corporation Member present shall vote except the Mayor, unless abstaining, on every action taken by Council, Board, Commission, Committee, Corporation. Any Council, Board, Commission, Committee, Corporation

Member refusing to vote and not excused from voting shall be recorded in the minutes as voting in the affirmative.

When abstaining the member shall state they are abstaining and, if they choose, provide reason as to the abstention. If a member has substantial interest in a business entity or in a real property, the official shall file, before a vote or discussion on any matter involving the business entity or the real property, and affidavit stating the nature and extent of the interest if:

1. In the case of substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or,
2. In the case of substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the public. Any Council/Board/Commission/Committee/Corporation Member prohibited from voting by personal interest shall announce at the commencement of consideration of the matter and shall not enter into discussion on any such matter.

Rule 4. Separate Consideration. Except as otherwise required by these rules, each agenda item shall be voted upon separately with the vote recorded by the City Secretary.

Rule 5. Action or Consent Agenda. Except as herein provided the "Consent Agenda" shall be considered as a group (without separate discussion on each item). When the Consent Agenda is introduced each Member of Council, Board, Commission, Committee, Corporation has the right to remove any item. After items are removed, the presiding officer shall ask for a motion on the remaining Consent Agenda items. The item removed will be considered immediately after the consent agenda is completed.

Rule 6. Consideration Out of Order. At the request of the Mayor/President/Chairman or a Council, Board, Commission, Committee, Corporation member and with the consent of the rest of Council, Board, Commission, Committee, Corporation any agenda item may be considered out of order.

Rule 7. Council Action to Withdraw or Defer.

A Council, Board, Commission, Committee, Corporation Member wishing to withdraw or defer an item may make motion to that effect.

Part VI. Citizen Participation

Rule 1. Recording Names of Moving Members. Comments and suggestions by the public are highly valued and encourages during those parts of a meeting designated for public participation. Speakers must register in advance and limit their presentations to no more than three minutes. If a member has signed up to speak and wants to give their time to someone else this can only be done once as no speaker will be allowed to speak more than six minutes. A Councilmember may read a letter submitted to them by a member of their district who was unable to attend, as long as the letter is no long than three minutes. Speakers should direct all remarks and questions to the Council, Board, Commission, Committee, or Corporation. The presiding officer may refer a matter for investigation, response or other action. The "Texas Open Meetings Act" requires the City to post a notice, in advance, listing every topic or subject to be considered by the Council, Board, Commission, Committee, or Corporation. This Law

may prevent the Council, Board, Commission, Committee, or Corporation from considering a subject raised by a member of the public. **Citizens will only speak during the public hearing or citizen to be heard area of the agenda. At no other time should the public get involved in the discussion of an agenda item.**

Rule 2. Manner of Addressing Council/Board/Commission/Committee/Corporation. A person desiring to address the Council/Board/Commission/Committee/Corporation shall sign in prior to the commencement of the meeting. When called forth, the person wishing to comment shall step to the lectern, state their name and address for the record, and then address the Council, Board, Commission, Committee, Corporation. If a person has an item to be given to the Council, Board, Commission, Committee, Corporation, it will be given to the City Secretary for distribution to Council, Board, Commission, Committee, Corporation. No person should approach the dais unless directed by the presiding officer. The City Secretary will keep one item for entry into the packet that is kept on file.

Rule 3. Total Time Limits. Total time for public comment on any subject or multiple subjects under Council, Board, Commission, Committee, Corporation consideration is limited to three minutes. One person may give their time to someone else if that person has signed up. No more than six minutes will be allowed.

Rule 4. Remarks to be Germane. Public comments at a Public Hearing must be kept relevant to the subject before the Council, Board, Commission, Committee, Corporation. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council, Board, Commission, Committee, Corporation during the meeting.

Rule 5. Matters Not on the Agenda. Discussion of matters not on the agenda is usually governed by Section 551.042 of the Texas Government Code, which provides:

- A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
 - 1. A statement of specific factual information given in response to the inquiry; or
 - 2. Recitation of existing policy in response to the inquiry.
- B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

PASSED AND APPROVED THIS 23RD DAY OF JUNE 2020

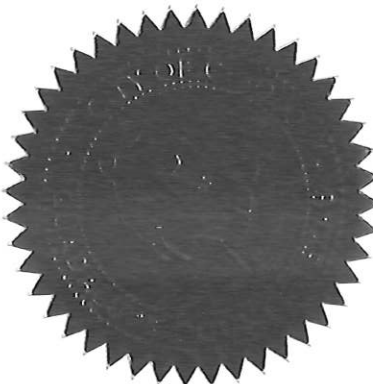


Stosh Boyle
Mayor

ATTEST



Peggy Cimics, TRMC
City Secretary





City Council Regular Meeting Staff Report

N. Discussion/Action 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, May 13, 2025, 6:30 PM	Discussion/Action Item: 12N.
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

[May.June 2025.pdf](#)

May



2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Youth Council 6:30pm	2 TML Region 7 Meeting Pleasanton 7pm	3
4	5 The Chamber Golf Tournament	6	7 Parks Meeting 6:30pm	8 NEP Luncheon 11:30am	9	10
11	12	13 Council Meeting 6:30pm	14 Municipal Court P&Z Meeting 6:30pm Charter Review 6:30pm	15 EDC Meeting 6:30pm	16	17
18	19	20 Charter Review 6:30pm	21	22 Historic Committee 6:30pm	23	24
25	26 City Offices Closed 	27 Council Meeting 6:30pm	28 Municipal Court	29 Charter Review 6:30pm	30	31

June



2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Charter Review 6:30pm	4 Parks Meeting 6:30pm	5 Old Town Open House 3pm-5pm	6 Old Town Open House 3pm-5pm	7
8	9	10 Council Meeting 6:30pm	11 Municipal Court P&Z Meeting 6:30pm	12 NEP Luncheon 11:30am	13 Flag Day Ceremony	14
15	16	17 Council Workshop	18	19 City Offices Closed JUNETEENTH	20	21
22	23 Charter Review 6:30pm	24	25 Municipal Court	26 Historic Meeting 6:30pm	27	28
29	30 Charter Review 6:30pm					



City Council Regular Meeting Staff Report

O. Discussion/Action and authorization for the City Manager to execute a Non-Exclusive License Agreement Granting YM Cibolo, LLC, a License to Construct a Subdivision Monument sign for the Bella Rosa Subdivision, Unit III, in the City Right-of-Way. (Mr. Vasquez)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:30 PM	Discussion/Action Item: 120.
From	
Rick Vasquez, Director of Economic Development and Planning	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Mike Yantis, Junior, is the master developer for the Bella Rosa Subdivision located along Kove Lane between Town Creek Road and Cibolo Valley Drive. He is requesting a monument sign to increase visibility of Unit 3 of the three phase development from Cibolo Valley Drive. The monument sign will be located in an unused portion of right-of-way where there are no conflicts with utilities. The homeowners association will be obligated to maintain the sign and the landscaping, which will enhance the appearance of the area along Kove Lane.

STAFF RECOMMEND

The City of Cibolo may enter into a **10-year nonexclusive, revocable license agreement** with **YM Cibolo, LLC (Licensee)** to allow the installation of a **monument sign** for the Bella Rosa Subdivision, Unit III, within the public right-of-way. Key terms include:

- **Location & Use:** The monument sign will be installed in City right-of-way per approved site plans. It must comply with City ordinances and permitting requirements.
- **Maintenance & Liability:** The **Licensee is solely responsible** for installation, maintenance, repair, and liability of the sign and surrounding landscaping. The City assumes no responsibility for damage or removal.
- **Landscaping Obligations:** The Licensee must install and maintain xeriscape landscaping along Kove Lane and around the monument. A **Homeowners' Association** must be formed to assume long-term maintenance responsibilities, funded by a dedicated fee.
- **Termination & Removal:** The City may terminate the license with 30 days' notice for noncompliance. Upon termination, the Licensee must remove the sign at its own cost.
- **Indemnification & Insurance:** The Licensee must fully indemnify the City and maintain \$1 million in general liability insurance naming the City as an additional insured.
- **No Franchise or Utility Rights:** The Licensee is not considered a utility and does not have franchise rights. Any misrepresentation of this status will result in automatic termination.

- **Additional Provisions:** Includes compliance with applicable laws, recordkeeping, inspection rights, and notification procedures.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Non-Exclusive License Agreement.

FINANCIAL IMPACT:

None

MOTION(S):

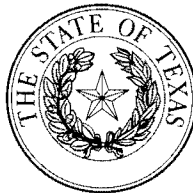
I move to approve authorization for the City Manager to execute a Non-Exclusive License Agreement Granting YM Cibolo, LLC, a License to Construct a Subdivision Monument sign for the Bella Rosa Subdivision, Unit III, in the City Right-of-Way.

Attachments

[Certificate of Formation - Cibolo Valley Heights.FILED \(002\).pdf](#)

[Bella Rosa Unit 3 - LTU FINAL DOC and ATTACHMENTS.pdf](#)

[ATTACHMENT 3 - CIBOLO VALLEY HEIGHTS PERMIT SET.pdf](#)



Office of the Secretary of State

October 24, 2024

Attn: BARTON BENSON JONES PLLC

Barton Benson Jones PLLC
1803 Broadway, Suite 840
San Antonio, TX 78215 USA

RE: Cibolo Valley Heights Homeowners Association, Inc.
File Number: 805758650

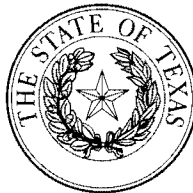
It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <https://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at <https://www.irs.gov>.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

Cibolo Valley Heights Homeowners Association, Inc.
File Number: 805758650

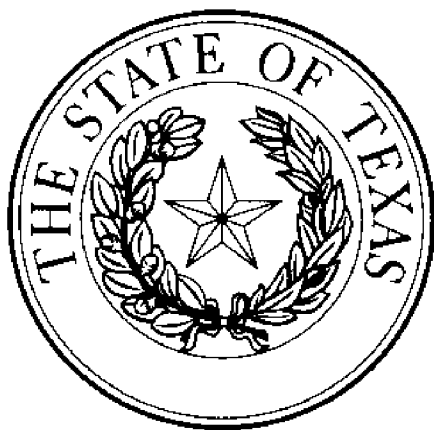
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/23/2024

Effective: 10/23/2024



A handwritten signature in cursive script that reads "Jane Nelson".

Jane Nelson
Secretary of State

**CERTIFICATE OF FORMATION
OF
CIBOLO VALLEY HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

The undersigned, a natural person, having the capacity of contract and acting as organizer of Cibolo Valley Heights Homeowners Association, Inc. (the “**Association**”) under the Texas Business Organizations Code (the “**TBOC**”), does hereby adopt the following Certificate of Formation of the Association. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for Cibolo Valley Heights (as now or in the future to be filed; said Declaration as amended, supplemented, renewed, or extended from time to time, is herein referred to as the “**Declaration**”).

ARTICLE I. NAME

The name of the Association is Cibolo Valley Heights Homeowners Association, Inc.

ARTICLE II. NONPROFIT CORPORATION

The Association is a Texas nonprofit corporation organized under the TBOC.

No part of the assets or net earnings of the Association shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article IV below. No substantial part of the activities of the Association shall be to carry on of propaganda, or otherwise attempt to influence legislation, and the Association shall not participate in, or otherwise intervene in any political campaign on behalf of any candidate for public office (including publishing or distribution of statements). Notwithstanding any other provision of this Certificate, the Association shall not carry on any other activities not permitted to be carried on by an Association exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code or any corresponding section of any future federal tax code.

ARTICLE III. DURATION

The Association shall exist perpetually.

ARTICLE IV. PURPOSES AND POWERS

The purposes for which the Association is organized are:

1. To promote the health, safety and welfare of the residents in the subdivision known as Cibolo Valley Heights Subdivision in Guadalupe County, Texas (the “**Subdivision**”), as well as all property that may be annexed into the Subdivision;
2. To improve and maintain the Common Areas;
3. At the Association’s election, to enforce any covenants, conditions and restrictions

governing the Subdivision and any additions thereto as may hereinafter be brought within the jurisdiction of the Association; and

4. For any other lawful purpose.

In order to carry out the aforementioned purposes, the Association will have all those powers, rights, and privileges permitted to nonprofit entities under Chapter 2 of the TBOC, and all the powers listed in the Declaration, bylaws, and other governing documents which govern the operation of the Association.

ARTICLE V. MEMBERSHIP

The Association shall have members, without certificates or shares of stock. Every record owner (whether one (1) or more persons or entities) of fee simple title in any lot that is subject to the Declaration, including contract sellers, shall be a member of the Association. The foregoing does not include those leasing from record holders of fee simple title or those having an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to the Declaration.

ARTICLE VI. BOARD OF DIRECTORS

The management of the affairs of the Association is vested in its Board of Directors pursuant to TBOC Section 22.201. Until the Control Transfer Date, the three (3) initial directors appointed by Declarant shall so serve (unless increased by Declarant). The names and addresses of the persons who are to serve as the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
Hunter Tierney	8023 Vantage Drive, Suite 220 San Antonio, Texas 78230
David Rittenhouse	3200 Southwest Freeway, Ste. 2800 Houston, Texas 77027
Lloyd Alexander	3200 Southwest Freeway, Ste. 2800 Houston, Texas 77027

The initial Board shall serve until the Control Transfer Date occurs; the “**Control Transfer Date**” shall mean that point in time when the Declarant, at its sole option, shall cause an instrument transferring control to the Association to be recorded in the Official Public Records of Real Property of the county where the Subdivision is located. After the Control Transfer Date, the affairs of the Association shall be managed by the Board, which shall consist of at least three (3) persons, all of whom must be members of the Association. Upon the Control Transfer Date, a new Board shall be elected. Notwithstanding anything herein to the contrary, until the Control Transfer Date, directors need not be owners.

ARTICLE VII. WINDING UP AND TERMINATION

The Association may be wound up and terminated pursuant to the TBOC with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of members. Upon winding up and termination of the Association, other than incident to a merger or consolidation, the assets (if any) of the Association shall be dedicated to a public body or conveyed to a nonprofit corporation with purposes similar to those of the Association.

ARTICLE VIII. AMENDMENTS

Amendment of this Certificate of Formation shall require the assent of two-thirds (2/3) of the votes of the entire membership of each class of members; provided further, however, that before the Control Transfer Date, joinder of the Declarant will also be required. Furthermore, the Declarant has the right to unilaterally amend this Certificate of Formation under the following circumstances:

1. If the amendment is necessary to bring any provision in this Certificate of Formation into compliance with a governmental statute, rule or regulation or judicial determination;
2. If the amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on the Property;
3. If the amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Property;
4. If the amendment is necessary to enable a reputable title insurance company to issue title insurance coverage on Lots;
5. To correct any error or omission or to clarify any ambiguity in this Certificate of Formation; and
6. In the Declarant's sole discretion, as necessary for the development of the Property.

ARTICLE IX. INITIAL MAILING ADDRESS; REGISTERED AGENT & REGISTERED OFFICE

The initial mailing address of the Association is 8023 Vantage Drive, Suite 220, San Antonio, Texas 78230.

Devin "Buck" Benson is the initial registered agent of the Association. The address of the initial registered agent and the registered office address is 1803 Broadway, Suite 840, San Antonio, Texas 78215.

ARTICLE X. INDEMNIFICATION

To the fullest extent permitted by Texas law, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment) a director of the Association shall not

be liable to the Association for monetary damages for an act or omission in the director's capacity as a director. Any amendment of this Certificate of Formation shall be prospective only and shall not adversely offset any limitation on the personal liability of a director of the Association existing at the time of such repeal or amendment.

(a) Subject to the exceptions and limitations contained in Article X(b) hereof:

(1) Every person who is or has been a director, officer, or managing agent of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any demand, claim, action, suit (or threat thereof) or proceeding in which he/she becomes involved as a party or otherwise by virtue of his/her being or having been a director or officer and against amounts paid or incurred by him/her in the settlement thereof; and

(2) The words "claim," "action," "suit," or "proceeding" shall apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of this Certificate of Formation; and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) No indemnification shall be provided hereunder to a director, officer, or managing agent of the Association:

(1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct or reckless disregard of the duties involved in the conduct of his/her office; and

(2) With respect to any matter as to which he/she shall have been finally adjudicated not to have acted in good faith

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any director or officer now or hereafter may be entitled, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in this Article X may be advanced by the Association before final disposition thereof upon receipt of an undertaking by or on behalf of the director(s), officer(s), or managing agent(s) secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he/she is not entitled to indemnification under Article X.

ARTICLE XI. LIABILITY OF THE ASSOCIATION AND ACKNOWLEDGEMENTS

THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, (collectively, the "ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR

GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

MEMBERS AND TENANTS, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT OWNED OR BEING LEASED, GUESTS AND INVITEES OF THE MEMBER OR TENANT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

MEMBERS AND TENANTS, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT OWNED OR BEING LEASED, THEIR GUESTS AND INVITEES OF THE MEMBER OR TENANT, AS APPLICABLE, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH MEMBER, TENANT, AND OCCUPANT OF ANY LOT ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY MEMBER OR TENANT ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT OWNED OR BEING LEASED, THEIR GUESTS OR INVITEES, AS APPLICABLE, RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE XII. ORGANIZER

The name and address of the organizer is Shanna R. Castro, 1803 Broadway, Suite 840 San Antonio, Texas 78215.

EXECUTED on the 23rd day of October, 2024.

A handwritten signature in black ink, appearing to be 'a' followed by a long horizontal stroke.

Shanna R. Castro, Organizer

**NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY
USE AGREEMENT BETWEEN
CITY OF CIBOLO, TEXAS
AND
YM CIBOLO, LLC**

WHEREAS, section 10.01 of the Home Rule Charter (“Charter”) of the City of Cibolo, Texas (“City” or “Licensor”) provides that “ownership, right of control and use of streets, highway, alleys, parks, public places, rights-of-way and all other real property of the City is hereby declared to be inalienable to the City” (“right-of-way”), and further provides that “No entity or individual shall have the right to occupy such public property without the express permission of and under an express written agreement with the City concerning such occupancy”; and

WHEREAS, MIKE YANTIS JR, YM CIBOLO, LLC (“Licensee”) has requested access to the City’s right-of-way to install a sign monument for the Bella Rosa subdivision within the City and its environs, specifically along right-of-way and within areas indicated in the attached **Attachment A**; and

WHEREAS, Licensee affirmatively represents and warrants that it is authorized to do business in the State of Texas; and

WHEREAS, Licensee’s request for a license to use City rights-of-way is for the specific and limited purposes of installing a monument sign at the designated location; and

WHEREAS, Licensee is not required to obtain a franchise from Licensor, and any equipment or facilities of Licensee (“fixtures”) will be owned and maintained by the Licensee, and Licensee is responsible for applying for and obtaining all necessary permits for the fixtures prior to construction; and

WHEREAS, the City will not be liable or responsible for the repair or maintenance of the monument sign under any circumstances, including in the event the monument sign is damaged or removed by the City for any reason, including, but not limited to, legitimate use of the public right-of-way; and

WHEREAS, the parties desire to enter into a lease agreement to authorize Licensee to install a monument sign in the City right-of-way.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Licensor and Licensee agree as follows:

1. **Recitals.** The recitals set forth above are incorporated as if fully set forth herein.
2. **Grant of a License Agreement.**
 - A. The City hereby grants to Licensee a nonexclusive, revocable license allowing Licensee to install a monument sign within Licensor’s right-of-way in the location described in the attached **Attachment 1**. The sign must comply with the specifications identified in **Attachment 2 and Attachment 3** and by otherwise in conformity with the City of Cibolo code of ordinances and any other applicable

law.

- B. Licensee's rights herein may not interfere in any way with the City's ability to utilize the right-of-way for streets, utilities, sidewalk and other public purposes, including, but not limited to, the uses authorized under the Charter for franchise agreements to utilities.
- C. All work must be done in accordance with then-applicable City permitting regulations and to the reasonable satisfaction of the City.

3. **Term**. The term of the nonexclusive License Agreement granted herein shall be for a period of **ten (10) years**. However, the license will further terminate if the monument no longer exists or permits for installation are/is revoked for any reason. This Agreement shall automatically renew unless terminated by either party in writing within six (6) months prior to the renewal date.

4. **Consideration**. The consideration for granting of this license shall be completion and perpetual maintenance by Licensee of landscaping as provided herein. The consideration identified herein is in addition to any generally applicable permitting or other fees provided for in the City of Cibolo Code of Ordinances or Unified Development Code.

5. **Landscaping**.

- A. **Landscaping**. Licensee shall install landscaping around the sign as well as along the north side of Kove Lane between Cibolo Valley Drive and Brook Shadow in a manner approved by the City of Cibolo (the "Landscaped Area") as should on Attachment 1. Landscaping shall be xeriscape designed for minimal water usage, except around the monument sign and otherwise agreed to by Licensor. All trees must be planted a minimum of five feet (5') from any utility lines. Large trees should be at least ten feet (10') from the curb and sidewalk. The landscaped area should grade toward the street to provide for water drainage away from the residential properties. Licensee is responsible for all maintenance and repairs on the Landscaped Area.
- B. **Homeowners' Association**. Licensee shall ensure that a Homeowners' Association for the Bella Rosa subdivision is properly created and that the corporate documents for the association include an ongoing obligation to a provide maintenance for the Landscaped Area. The documents must also include a specific fee allocation and collection, separate from any other maintenance or park fees, for Landscaped Area maintenance. Said corporate documents must be provided to the City of Cibolo to confirm the existence of the obligation. Upon completion of all the steps described herein, Licensee may seek to assign its maintenance obligations herein to the Homeowners' Association.

6. **Installation and Maintenance of the Sign**.

- A. Licensors shall have the power at any time to order and require Licensee to remove and abate any fixture that is imminently dangerous to life or property, and in case Licensee, after written notice, fails or refuses to comply, the City shall have the power to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee. These powers are in addition to the authority provided in the Charter or in the Code of Ordinances.
- B. Licensee shall promptly restore all property excavated by Licensee to substantially the same condition as existed before such excavation to the reasonable satisfaction of the City.
- C. Licensee shall design, construct, and maintain the fixtures as not to interfere with the right-of-way.
- D. Licensee shall ensure its fixtures do not interfere with City's facilities, franchised utility facilities, or normal drainage, and shall seek permission from the city engineer if constructing any concrete piers or supports to the facilities within the right- of-way.
- E. Permission to build the fixtures in the right-of-way does not remove the obligation of the Licensee to remove the fixtures at the Licensee's expense upon demand of the City if it is found to be imminently dangerous to life or property.
- F. Except in an emergency, Licensee shall not perform any work without first securing permission of the City. The City shall be notified as soon as practicable regarding work performed under emergency conditions.
- G. If Licensee's facilities, once installed, is destroyed by any casualty, act of God, or public enemy, it may not be constructed or rebuilt in the right-of-way without advance express, written authorization from Licensors.
- H. Licensee must maintain the fixtures in a good and safe condition. If Licensee fails to maintain the fixtures as required herein, Licensors may perform any needed repairs or maintenance and charge Licensee for the work performed. It is not a challenge to a bill provided pursuant to this subsection that the work could have been performed differently or at a lower cost.

7. Work by Others, Changes Requested by Others.

- A. The Licensee shall be responsible for all work performed on its behalf pursuant to this License Agreement, whether the work is done by Licensee, its employees, independent contractors, or others.
- B. Whenever it is deemed necessary by the City to move, alter, change, adapt, or

conform the facilities of Licensee, Licensee shall make the alterations or changes, as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City; provided that any such alterations or changes must be completed within ninety (90) days from Licensee's receipt of the later of the City's notice or appropriate permits from any other local, State or Federal entity, unless an extension is requested from and granted by the City based upon a written schedule acceptable to the City.

8. Indemnity and Insurance.

A. **INDEMNITY.**

- (1) LICENSEE AGREES AND IS BOUND TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS. LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY:
 - (a) Licensee's use, occupancy or maintenance of its facilities in the City's right-of-way;
 - (b) Any act or omission of any representatives, agents, customers, employees, independent contractors or subcontractors of Licensee;
 - (c) Licensee's breach of any of the terms or provisions of this license agreement; or
 - (d) Any act or omission, whether negligent, grossly negligent, or intentional or any act or omission for which the Licensee may be strictly liable, of Licensee, its officers, agents, employees, independent contractors, or subcontractors in the use, occupancy or maintenance of the right-of-way or Licensee's facilities within the right-of-way.
- (2) Nothing in this License Agreement shall be construed as waiving any governmental immunity available to the City under Texas law or waiving any defenses of the parties.
- (3) The provisions of this section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- (4) The obligation to indemnify and defend shall also include any claim for damage or injury, including death, that may be brought against the City of Cibolo,

Texas, by any other person or company, including any utility or communications company, whether publicly or privately owned, by reason of Licensee's use of the right-of-way or Licensee's facilities located in the right-of-way.

- (5) Licensee covenants and agrees never to make a claim of any kind or character whatsoever against the City for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any City facility in the right-of-way.
- (6) IT IS THE INTENTION OF THIS INDEMNITY AGREEMENT ON THE PART OF LICENSEE, AND A CONDITION OF THIS LICENSE AGREEMENT, THAT, EXCEPT AS OTHERWISE NOTED, IT SHALL BE A FULL AND TOTAL INDEMNITY AGAINST ANY KIND OR CHARACTER OF CLAIM WHATSOEVER THAT MAY BE ASSERTED AGAINST THE CITY, BY REASON OF, OR AS A CONSEQUENCE OF, HAVING GRANTED PERMISSION TO LICENSEE TO USE OR MAINTAIN THE RIGHT-OF-WAY.
- (7) City agrees to promptly give Licensee written notice of the commencement of any action, suit or other proceeding for which the Licensee could be liable for indemnification under this license. Licensee will have the right to investigate compromise and defend against the claims for which Licensee is providing indemnification.

B. **INSURANCE.** It is understood and agreed, and a condition hereof, that Licensee shall procure and keep in full force and effect commercial general liability insurance coverage issued by an insurance company authorized and approved by the State of Texas, reasonably acceptable to the City and issued in the standard form approved by the State Board of Insurance. The insured provisions of this policy must name the City, its officers and employees as an additional insured protecting the City against any and all claims for damages to persons or property as a result of or arising out of the use, operation, and maintenance by Licensee of the right-of-way and Licensee's facilities in connection therewith and located therein. The commercial general liability coverage must provide combined single limits of liability for bodily injury and property damage of not less than one million dollars (\$1,000,000) for each occurrence. The coverage must be on an "occurrence" basis and must include coverage for premises operations, independent contractors, products/completed operations, personal injury, including death, contractual liability, and medical payments; provided further:

- (1) Each policy must include a cancellation provision in which the insurance company is required to notify Licensee and the City in writing not fewer than thirty (30) days before canceling, failing to renew, or making a material change to the insurance policy.

- (2) Licensee shall carry said insurance at its expense and shall furnish the City proof of such insurance. In the event said insurance should terminate during the license term, or Licensee fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, City may in its sole discretion terminate this License Agreement.

9. **Administration of License.**

- A. The City Manager, or his or her designee, is the principal City officer responsible for the administration of this Agreement and shall review the operations of Licensee in the right-of-way under this Agreement.
- B. It shall always be the right of the governing body of the City to keep fully informed as to all matters in connection with or affecting the construction, reconstruction, maintenance, operation and repair of Licensee's facilities on the right-of-way.

10. **Records.** The City may, at any time, make inquiries pertaining to this License Agreement relating to the Licensee's use of the right-of-way. The Licensee shall respond to such inquiries on a timely basis.

11. **Violations.** Upon evidence being received by the City Manager that violations of this License Agreement are occurring, or have occurred, he or she will call an investigation. If the City Manager finds that such a violation exists or has occurred, appropriate steps will be taken to secure compliance with the terms of this License Agreement. Such steps include the provision of a written notice to Licensee detailing the alleged violation and permitting Licensee a reasonable opportunity (not less than thirty (30) days) to cure the violation unless such a delay could result in harm.

12. **Assignment of Agreement.** The rights granted by this Agreement inure to the benefit of Licensee. Licensee may not transfer or assign these rights without the written consent of the City exercised in its sole discretion, which the City will not unreasonably withhold.

13. **Termination of Agreement and Removal of Facilities.**

- A. If Licensee fails to follow any requirements of this License Agreement, the City will send written notice to Licensee. Thirty (30) days after receipt of the written notice by Licensee of breach or default is mailed or delivered, the City may order that this License Agreement shall become null and void and send a written notice of termination from the City, and City may order the removal of any of Licensee's facilities and if Licensee should refuse, City may remove such facilities at Licensee's expense.
- B. It is further agreed that upon Licensee's failure to cure a default, the City shall reserve and have the absolute right to terminate this License Agreement. Upon such determination, the Licensee shall have no further right to said use of the right-of-way, and in any event upon termination or cancellation by City or Licensee, Licensee shall, unless otherwise agreed to by the City, remove any facilities from the right-of-way

at the Licensee's expense.

- C. Licensee asserts and acknowledges that it does not and will not be providing video, cable, or voice services as defined under Texas law to end users in the City and, further, Licensee asserts and acknowledges that it is not a public utility or telecommunications utility, as those terms are used in the Charter, City Code, and under Texas law, therefore, Licensee is not required to obtain a franchise from the City. If the City determines that the foregoing statements are untrue, or if Licensee provides any service that falls under Chapter 66 or Chapter 283 of the Texas Local Government Code, then the License Agreement will terminate automatically and the City will provide written notice to Licensee.

14. Conformity to Constitution, Statutes, Charter and City Code. This License Agreement is granted subject to the provisions of the Constitution and the laws of the United States of America, the State of Texas, and the Charter of the City and applicable sections of the Code of Ordinances of the City.

15. Use of premises. Licensee is prohibited from using the Property in any manner which violates any applicable Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon receipt of the written request of the City. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the right-of-way due to Licensee's use and occupancy thereof, Licensee, at its expense, is obligated to clean up the affected property to the reasonable satisfaction of the City and any other governmental body having jurisdiction. The City may, at its option, clean the affected property. If the City elects to do so, Licensee shall promptly pay to the City the reasonable cost of such cleanup upon receipt of bills. Licensee agrees that the indemnity provisions contained herein shall be fully applicable to the requirements of this paragraph, in the event of Licensee's breach of this paragraph or as a result of any such discharge, leakage, spillage, emission or pollution arising out of Licensee's use of the licensed premises. Licensee must also obtain any and all necessary governmental licenses and permits necessary in order to use the Property and facilities for Licensee's intended purpose.

16. Notices.

All written notices from City to Licensee shall be sent to the office of the Licensee:

Mike Yantis
8023 Vantage Drive St 220
San Antonio, Texas 78230

All written notices from Licensee to City shall be sent to:

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

With Copy to:

License Agreement
MIKE YANTIS JR, YM CIBOLO, LLC

George Hyde
Hyde Kelley, LLP
2806 Flintrock Trace, Ste A104
Austin, Texas 78738

Any party may change the address to which notices hereunder are to be delivered by giving notice to the other party in the manner described herein. In addition, each party shall provide the other with written notice of emergency contacts, including name(s), title(s), phone number(s) and e-mail address(es), in the event a situation potentially affecting public health and safety related to the facilities arises.

17. **Effective Date.** This shall take effect immediately from and after its execution by the Mayor of the City after authorization by the City Council.

18. **Extent of Agreement.** This License Agreement embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this License Agreement, and except as otherwise provided in this License Agreement cannot be modified without written agreement of City and Licensee to be attached to and made a part of this License Agreement.

19. **Severability.** That the terms and provisions of this Agreement shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this Agreement should be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this ordinance. If any material term or provision of this ordinance is so declared invalid, the parties shall promptly begin negotiations for a replacement.

20. **Venue.** This License Agreement is performable in the State of Texas and the exclusive legal venue for any litigation arising under this License Agreement shall lie in Guadalupe County, Texas, and shall be governed by the laws of the State of Texas.

21. **Authorized Representatives.** City and Licensee represent and warrant that the execution, delivery and performance of this License Agreement has been duly authorized, and each party has authorized the representatives below to execute this agreement on behalf of the party.

22. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both Parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.

23. **No Waiver.**
The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The City's failure to enforce any provision of this Agreement will not constitute a waiver or estoppel of the right to do so.

<Signatures on Subsequent Pages>

EXECUTED on the date(s) indicated below and EFFECTIVE as of _____, 20__
(the “Effective Date”).

LICENSOR:

CITY OF CIBOLO

By: _____
Name: Wayne Reed, ICMA-CM
Title: City Manager
Date: _____

ATTEST:

Name: Peggy Cimics
Title: Secretary
Date: _____

LICENSEE:

MIKE YANTIS JR, YM CIBOLO, LLC

By: _____
Name: Mike Yantis
Title: Developer
Date: _____

ATTACHMENT 1 LANDSCAPE SPECIFICATIONS

PLANTING SPECIFICATIONS:

PART 1 - GENERAL NOTES

LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE IN ITS EXISTING CONDITION AND SHALL BE RESPONSIBLE FOR EXISTING CONDITIONS AND CONDITIONS FROM ANY EXISTING GRASSES AND SHALL ELIMINATE AS NECESSARY TO MEET THE INTENT OF THE PLANS.

BEFORE PROCEEDING WITH ANY WORK IN AN AREA, LANDSCAPE CONTRACTOR SHALL VERIFY ALL EXISTING LAYOUTS AND NOTES AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL SITE CONDITIONS. IF ANY UTILITIES OR OBSTRUCTIONS ARE DISCOVERED DURING CONTRACT WORK THAT HAVE BEEN DEEMED DESIGN CONSTRUCTION SHALL STOP WORK AND LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. LANDSCAPE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGE IF WORK PROCEEDS IN EITHER OF THE ABOVE SITUATIONS WITHOUT NOTIFYING LANDSCAPE ARCHITECT / OWNER.

PRIOR TO ANY EXCAVATION, LANDSCAPE CONTRACTOR SHALL CONTACT APPROPRIATE AUTHORITIES (INCLUDING, BUT NOT LIMITED TO, TEXAS ONE CALL SYSTEM AT 1-800-368-5848) TO LOCATE EXISTING UNDERGROUND UTILITIES.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ANY DAMAGE TO ANY UTILITIES OR PROPERTY THAT MAY OCCUR IN THE COURSE OF THE CONTRACT WORK. WHEN WORK REQUIRES CROSSING EXISTING WALKS OR CURBS, LANDSCAPE CONTRACTOR SHALL PROVIDE APPROPRIATE EXISTING MATERIAL, SUCH AS ASPHALT, AND PATCH TO PREVENT DAMAGE TO EXISTING PAVEMENT. LANDSCAPE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER CONTRACTORS THAT MAY BE WORKING ON THE SITE. SHALL MAINTAIN AND SHALL COORDINATE STAKES OF HIS WORK WITH OTHERS AND LANDSCAPE ARCHITECT. ALL STAKES AND CORNERS DERIVED FROM CONTRACT OPERATIONS SHALL BE REMOVED OR A ONLY BASIS. ALL WORK SHALL BE IN CONFORMANCE WITH ALL APPLICABLE CODES AND ORDINANCES. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY IN CONNECTION WITH HIS CONTRACT WORK.

UTILITY, STAKE, AND MATERIALS

- A. COLLIER FERTILIZER IN ADEQUATE BAGS, SUGGESTING HEAVY GUARANTEED CHEMICAL ANALYSIS, MANUFACTURER AND BRAND NAME.
- B. DELIVER PLANT MATERIAL WITH IDENTIFICATION TAGS SHOWING BOTANICAL NAME AND PLANT SIZE.
- C. NOTIFY PLANT MATERIAL IMMEDIATELY PRIOR TO INSTALLATION PLANT MATERIAL ON-SITE DAY AS DELIVERED.
- D. DO NOT HANDLE PLANT MATERIAL BY THE STEM OR LEAVES.
- E. KEEP CONTAINERS OFF THE GROUND.

WARRANTIES

- A. FURNISH OTHER WRITTEN WARRANTY THAT PLANT MATERIALS WILL BE IN FULL COMPLIANCE FOR ONE (1) YEAR AFTER FINAL ACCEPTANCE. DAMAGE DUE TO ACTS OF GOD, WAR, OR REUSE OF MATERIALS IS EXCLUDED.
- B. REPLACE DEAD, DAMAGED, AND WEAKLY PLANT MATERIALS IMMEDIATELY PRIOR TO INSTALLATION PLANT MATERIAL ON-SITE DAY AS DELIVERED.
- C. NOTIFY OWNER 5 DAYS PRIOR TO EXPIRATION OF WARRANTY PERIOD AND APPROPRIATE ACCEPTANCE REJECTION BY ALL PARTIES.
- D. PROVIDE REPLACEMENT PLANT MATERIALS.
- E. PROVIDE REPLACEMENT PLANT MATERIALS AND FOR THE SAME PERIOD AS THE ORIGINAL PLANTS.

WARRANTIES

- A. FURNISH PLANT LIFE IMMEDIATELY AFTER PLANTING AND FOR SIXTY (60) DAYS AFTER FINAL ACCEPTANCE.
- B. REPLACE DEAD OR DORMANT PLANTS WITH PLANTS OF SAME SIZE AND SPECIES SPECIFIED.
- C. REMOVE DEAD, DAMAGED, AND WEAKLY PLANT MATERIAL IMMEDIATELY PRIOR TO EXPIRATION OF WARRANTY PERIOD.
- D. PROVIDE REPLACEMENT PLANT MATERIALS.
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PART 2 - EXECUTION

PREPARATION

LANDSCAPE CONTRACTOR SHALL PREPARE SITE AT APPROXIMATELY THREE GRADES LESS ANY SETTLEMENT THAT MAY HAVE OCCURRED SINCE THE CONSTRUCTION AND BACKFILLING. THE GRADE SHALL BE FINISHED TO REMOVE ALL EXISTING GRASSES, STONES, CLUMPS, AND STONES AND SHALL BE THE GRADE TO ELIMINATE ALL HILLS, MOUNDS, DEPRESSIONS AND ANY OTHER CHANGES IN GRADE OR ANY AREA THAT WOULD CAUSE WATER TO POOL.

- A. EXISTING GRASSES IN PLANTING AREAS APPLY HEREBY AT RATES RECOMMENDED BY MANUFACTURER, ALLOW TO DRY, AND THEN GRASS SEEDS TO MINIMUM 1/2" DEPTH.
- B. PLANT LOCATION OF TREES AND OTHERS OF PLANT TYPE SHALL BE MARKED WITH STAKES OR FLAG PRIOR TO BEGINNING PLANTING. OBTAIN APPROVAL FROM LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.
- C. TREE AND OTHER PLANTS SEE DETAILS.

- A. REMOVE GRASSES WITHIN THREE FEET OF TREES.
- B. REMOVE EXISTING PLANTING MATERIAL FROM PLANTING AREAS PRIOR TO PLANTING PLANTS. REMOVE STAKES AFTER PLANTING. PREVENT DAMAGE TO ROOTS.
- C. REMOVE EXISTING GRASS FROM PLANTING AREAS PRIOR TO PLANTING PLANTS. REMOVE STAKES AFTER PLANTING.
- D. PLACE PLANTING MATERIAL IN CENTER OF HILL, FILL ANY HILLS GRASS IN TREE DALL AND EXPOSE ROOT PLANT TOP OF

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- B. REMOVE EXISTING PLANTING MATERIAL FROM PLANTING AREAS PRIOR TO PLANTING PLANTS. REMOVE STAKES AFTER PLANTING. PREVENT DAMAGE TO ROOTS.
- C. REMOVE EXISTING GRASS FROM PLANTING AREAS PRIOR TO PLANTING PLANTS. REMOVE STAKES AFTER PLANTING.
- D. PLACE PLANTING MATERIAL IN CENTER OF HILL, FILL ANY HILLS GRASS IN TREE DALL AND EXPOSE ROOT PLANT TOP OF

UPLAND
STUDIO
LANDSCAPE ARCHITECTURE



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS

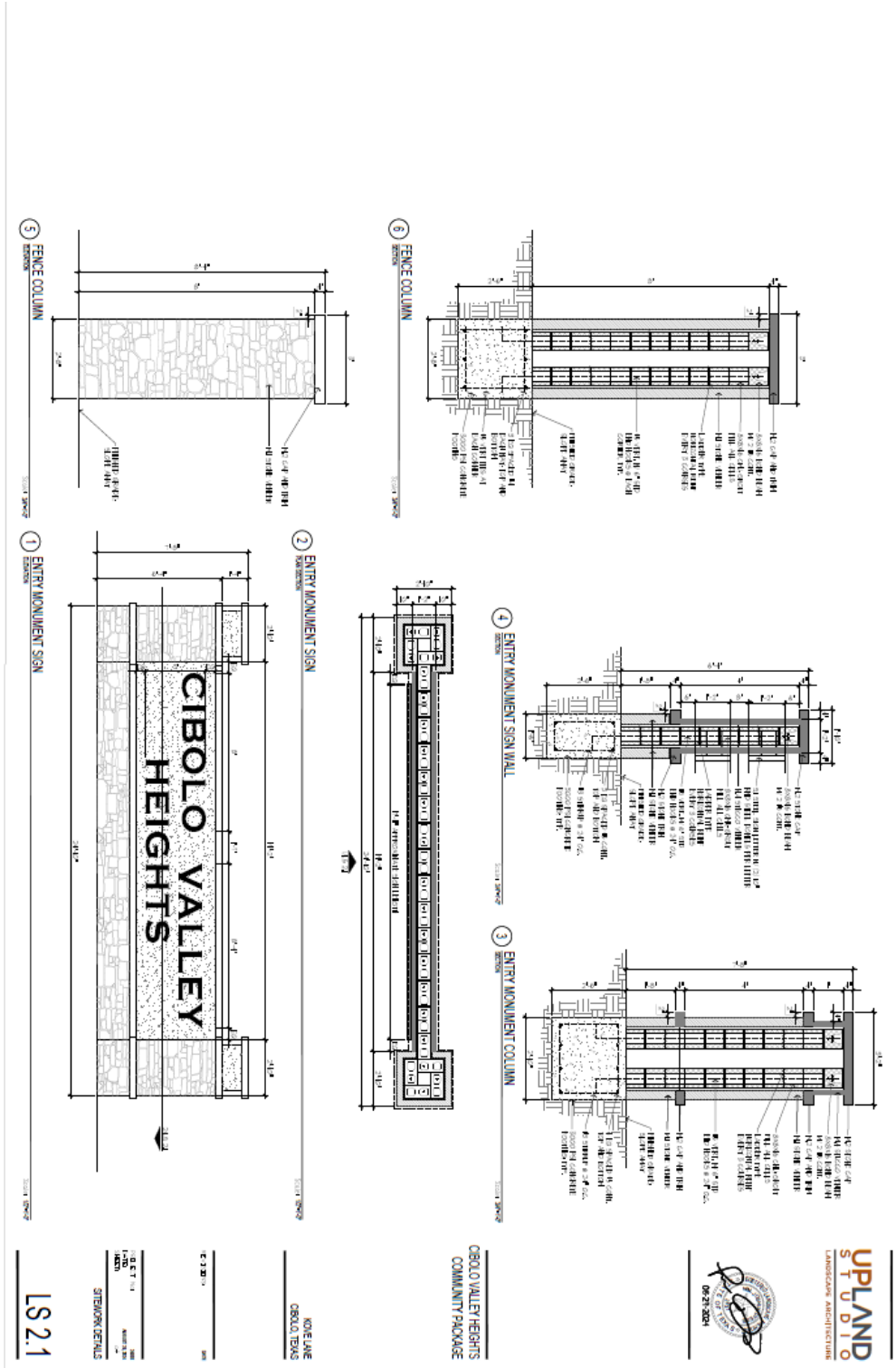
REVISION NO. DATE
1. OWNER REVISION 2025-02-28

PROJECT NO. 2025
DATE: AUGUST 28, 2024
SHEET 1 OF 1

PLANTING SPECIFICATIONS

LP 2.2

ATTACHMENT 2 SIGN SPECIFICATIONS



ATTACHMENT 3

Cibolo Valley Heights Entry and Park Package

CIBOLO VALLEY HEIGHTS ENTRY AND PARK PACKAGE

CIBOLO, TEXAS

SITEWORK / LANDSCAPE / IRRIGATION

UPLAND
STUDIO
LANDSCAPE ARCHITECTURE



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OVERALL REFERENCE PLAN	LC 1.2
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COMMUNITY PARK SITEWORK PLAN	LS 1.2
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IRRIGATION DETAILS	LI 2.1
IRRIGATION DETAILS	LI 2.2

PROJECT TEAM

OWNER:
YANTIS LAND, LLC
CONTACT: MIKE YANTIS
8001 WINTHROP DRIVE, STE 200
DALLAS, TEXAS 75241
P 214.651.1851
E MYANTIS@YANTISLAND.COM

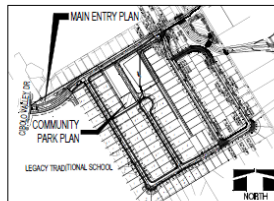
LANDSCAPE ARCHITECT:
UPLAND STUDIO, LLC
CONTACT: JORDAN DUBOIS
7001 PHILADELPHIA
BOULDER, TEXAS 75019
P 214.243.6897
E JORDAN@UPLANDSTUDIO.COM

IRRIGATION CONSULTANT:
PRA IRRIGATION CONSULTANTS
CONTACT: MIKE MORGAN
3818 BROADWAY, STE 10
DALLAS, TEXAS 75219
P 214.750.7818
E MIKE@PRA-IRRIGATION.COM

LOCATION MAP



VICINITY MAP



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS

REV: 10/20/2024 JAY
OWNER REVISION 2024-10-25

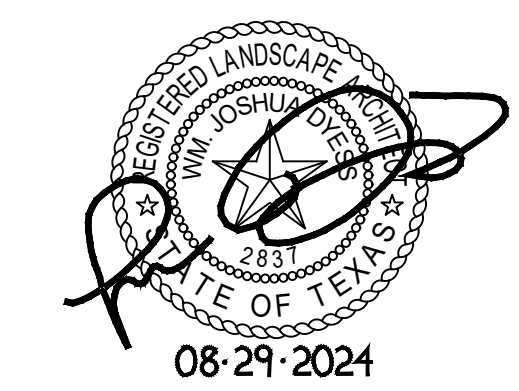


CIBOLO VALLEY HEIGHTS

ENTRY AND PARK PACKAGE

CIBOLO, TEXAS

SITEWORK / LANDSCAPE / IRRIGATION



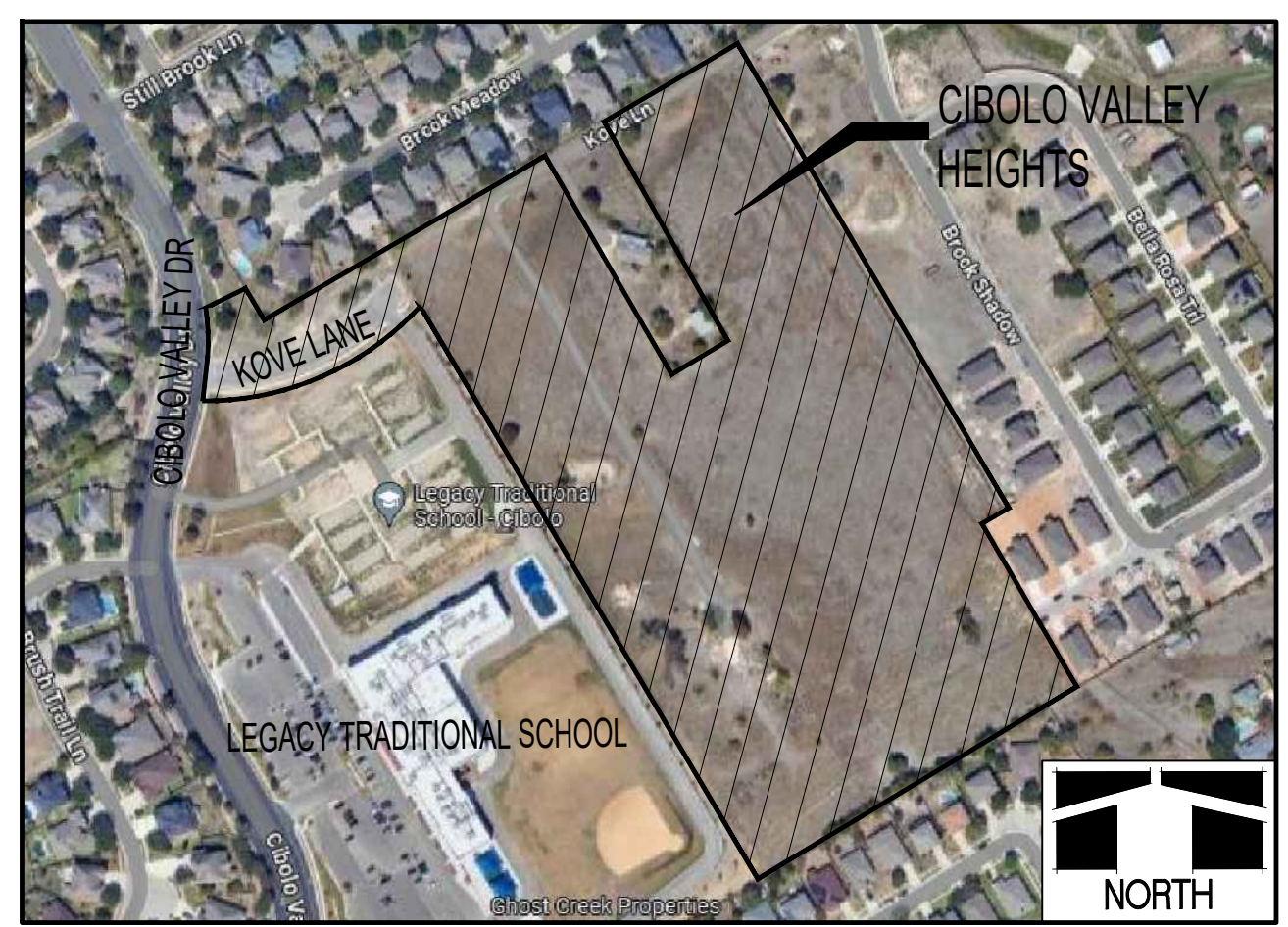
SHEET INDEX

REFERENCE	
COVER SHEET	LC 1.0
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PLANTING SPECIFICATIONS	LP 2.2
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IRRIGATION PLAN	LI 1.2
IRRIGATION PLAN	LI 1.3
IRRIGATION DETAILS	LI 2.1
IRRIGATION DETAILS	LI 2.2

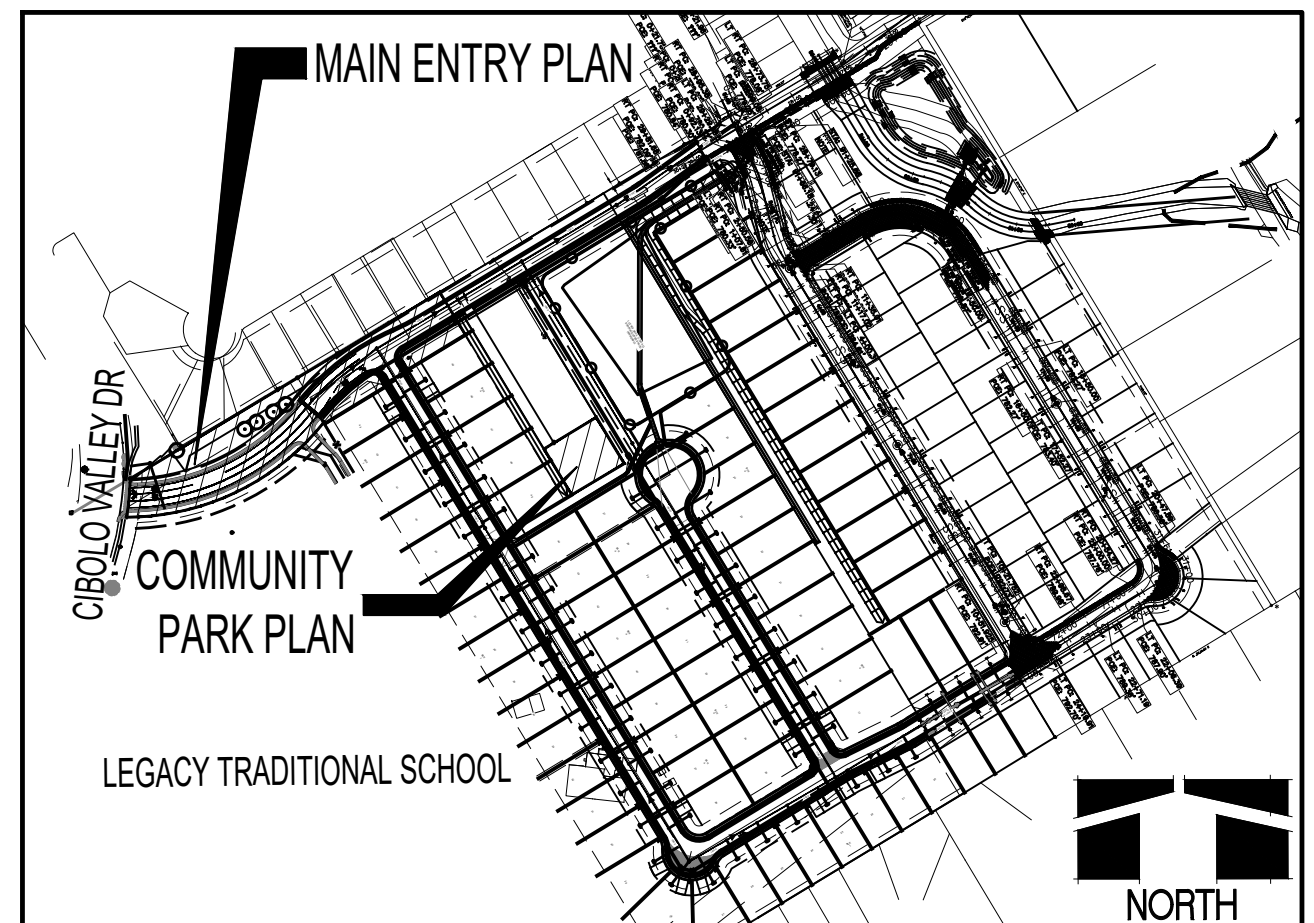
PROJECT TEAM

OWNER: YANTIS LAND, LLC CONTACT: MIKE YANTIS 8023 VANTAGE DRIVE, STE 220 SAN ANTONIO, TEXAS 78230 P: 210.831.1563 E: MYANTISJR@JMYANTIS.COM	LANDSCAPE ARCHITECT: UPLAND STUDIO, LLC. CONTACT: JOSHUA DYESS 7538 PARAISO HAVEN BOERNE, TEXAS 78015 P: 210.216.5997 JDYESS@UPLANDSTUDIO.LA.COM	IRRIGATION CONSULTANT: PRA IRRIGATION CONSULTANTS CONTACT: WADE RADLET 3619 BROADWAY, STE 13 SAN ANTONIO, TEXAS 78209 P: 210.788.7015 WADE@PRA-IRRIGATION.COM
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LOCATION MAP



VICINITY MAP



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS



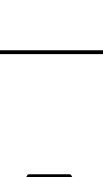



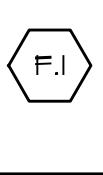
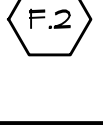
REVISIONS:	DATE
OWNER REVISION	2025-02-26

PROJECT No:	24008
SHEET:	AUGUST 2024

1

COVER SHEET

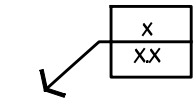
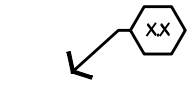
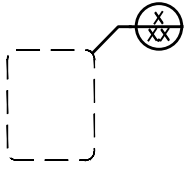


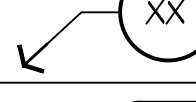

LC 1.1

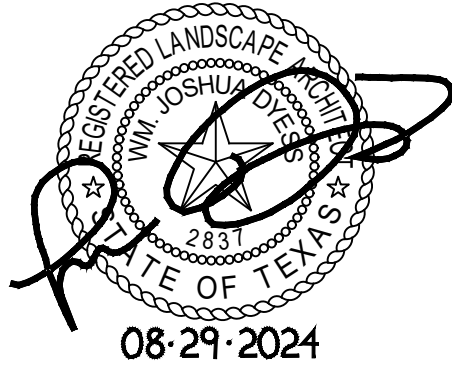
MATERIALS SCHEDULE					
MASONRY					
	LIMESTONE ACCENT VENEER 6" X 16" X 5" THICK MIDDLE PORTION OF TOWER FENCE COLUMNS	WALNUT	SAWN SIDE EDGES CHOPPED FACE	COMPANY: I-HO STONE SOURCE PHONE: 210.684.0051 FAX: 210.648.0281 WEBSITE: 110STONESOURCE.COM OR APPROVED EQUAL	RUNNING BOND PATTERN MORTAR JOINTS TO MATCH STONE PROVIDE SAMPLE FOR APPROVAL BY OWNER'S REPRESENTATIVE
	LIMESTONE CAP AND TRIM	BUFF	SAWN SMOOTH ALL SIDES	COMPANY: I-HO STONE SOURCE PHONE: 210.684.0051 FAX: 210.648.0281 WEBSITE: 110STONESOURCE.COM OR APPROVED EQUAL	RUNNING BOND PATTERN MORTAR JOINTS TO MATCH STONE PROVIDE SAMPLE FOR APPROVAL BY OWNER'S REPRESENTATIVE
	LIMESTONE LANDSCAPE BLOCK 12" X 6" X 6" THICK RAISED BED BORDER	CREAM	SAWN SIDE EDGES CHOPPED FACE	COMPANY: I-HO STONE SOURCE PHONE: 210.684.0051 FAX: 210.648.0281 WEBSITE: 110STONESOURCE.COM OR APPROVED EQUAL	RUNNING BOND PATTERN MORTAR JOINTS TO MATCH STONE PROVIDE SAMPLE FOR APPROVAL BY OWNER'S REPRESENTATIVE 3 COURSE HEIGHT MAX
	STUCCO VENEER	PAINT - FINAL COLOR TBD	SAND FINISH PATTERN		STUCCO ON METAL LATHE PROVIDE MOCK UP FOR APPROVAL BY OWNER'S REPRESENTATIVE
	CONCRETE SIDEWALK	BUFF	MEDIUM BROOM FINISH		
WOOD					
	TREATED PINE FENCE WOOD STAIN ON FENCE	SEMI- TRANSPARENT			FINAL SELECTION BY OWNER
STEEL					
	1/8" STEEL SIGN LETTERS PIN MOUNTED	PAINT BLACK	N/A	N/A	CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO FABRICATION
LIGHTING					
	BULLET LIGHTS MOON VISION BR40 UPLIGHT, LED BZTLGS (2 TOTAL)	N/A	N/A	N/A	CONTRACTOR SHALL PROVIDE PRODUCT INFORMATION TO OWNER'S REPRESENTATIVE FOR APPROVAL
	SOLAR PANEL AND BATTERY PACK	N/A	N/A	N/A	CONTRACTOR SHALL PROVIDE PRODUCT INFORMATION TO OWNER'S REPRESENTATIVE FOR APPROVAL
FURNISHINGS					
	PICNIC TABLES PARK GRADE - SURFACE MOUNT (2 TOTAL)	BROWN / NATURAL	N/A	N/A	CONTRACTOR SHALL PROVIDE PRODUCT INFORMATION TO OWNER'S REPRESENTATIVE FOR APPROVAL
	BBQ PIT PARK GRADE - DIRECT EMBED (2 TOTAL)	BLACK	N/A	N/A	CONTRACTOR SHALL PROVIDE PRODUCT INFORMATION TO OWNER'S REPRESENTATIVE FOR APPROVAL

GENERAL NOTES

- 1
- CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH THE ENTIRE PROJECT AND ALL THINGS PERTAINING TO THE EXECUTION AND COMPLETION OF THE WORK.
- 2
- CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AT THE JOB SITE. ANY DISCREPANCIES AND/OR INCONSISTENCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO EXECUTION OF THE WORK.
- 3
- CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE JOB SITE AND/OR IMPROVEMENTS RESULTING FROM HIS /HER OPERATIONS. THE CONTRACTOR SHALL, AT HIS/HER OWN EXPENSE, MAKE ALL NECESSARY REPAIRS TO RESTORE THE JOB SITE AND/OR IMPROVEMENTS TO THEIR ORIGINAL OR LIKE-NEW CONDITION.
- 4
- ANY AND ALL DEVIATIONS AND/OR CHANGES FROM THE PLANS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO EXECUTION
- 5
- CONTRACTOR SHALL VERIFY LOCATIONS OF, AND PROTECT ALL, EXISTING UTILITIES DURING ALL OPERATIONS.
- 6
- UNLESS INDICATED OTHERWISE, ALL DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE JOB SITE COMPLETELY AND PROMPTLY, DAILY.
- 7
- CONTRACTOR SHALL COMPLY WITH ALL LAWS, CODES AND ORDINANCES APPLICABLE TO THIS PROJECT. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED IN CONNECTION WITH THE EXECUTION AND COMPLETION OF THE PROJECT. CONTRACTOR SHALL PAY ALL TAXES AND FEES REQUIRED. CONTRACTOR IS RESPONSIBLE AND LIABLE FOR SECURING ANY AND ALL INSPECTIONS REQUIRED.
- 8
- PROVIDE ANY NECESSARY PREPARATION, BLOCKING, SUBSTRATA, ETC. REQUIRED TO PROPERLY INSTALL AND FINISH THE WORK.
- 9
- CONTRACTOR SHALL PROVIDE TEMPORARY SECURITY FENCING AND ANY OTHER NECESSARY BARRIERS AROUND THE ENTIRE AREA OF OPERATIONS. COORDINATE EXTENT AND LOCATION OF FENCING WITH THE CITY.
- 10
- CONTRACTOR SHALL COORDINATE WITH THE LANDSCAPE ARCHITECT FOR ACCESS TO THE SITE. SUCH ACCESS SHALL INCLUDE A "HAUL ROUTE" FOR MATERIALS, PARKING AREAS AND ENTRANCE TO THE SITE FOR THE CONTRACTOR'S FORCES, ETC.

GENERAL LEGEND	
ABBREVIATIONS	
SYMBOL	DESCRIPTION
B.C.	BOTTOM OF CURB
B.P.	BOTTOM OF PIPE
B.O.C.	BACK OF CURB
L.O.C.	LIMIT OF CONSTRUCTION
B.W.	BOTTOM OF WALL
C.L.	CENTERLINE
E.J.	EXPANSION JOINT
H.P.	HIGH POINT
E.O.P.	EDGE OF PAVEMENT
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O.C.E.W.	ON CENTER EACH WAY
P.A.	PLANTING AREA
E.S.M.T.	EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TANGENCY
R.O.W.	RIGHT OF WAY
T.D.	TOP OF AREA DRAIN
F.H.	FIRE HYDRANT
T.C.	TOP OF CURB
T.F.	TOP OF FOUNDATION
S.S.	SANITARY SEWER LINE
T.W.	TOP OF WALL
W.D.	WATER DEPTH
W.L.	WATER LEVEL
U.N.O.	UNLESS NOTED OTHERWISE

LEGEND	
	DETAIL REFERENCE
	MATERIAL CALLOUT
	ENLARGEMENT REFERENCE
	SECTION REFERENCE
	ELEVATION REFERENCE
	TREE CALLOUT
	SHRUB & GROUND COVER CALLOUT



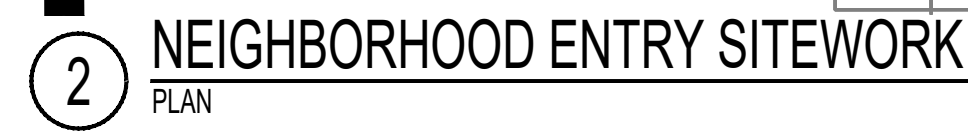
CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS

REVISIONS:	DATE
 OWNER REVISION	2025-02-26

PROJECT No:	24008
DATE:	AUGUST 29, 2024
SHEET:	OF

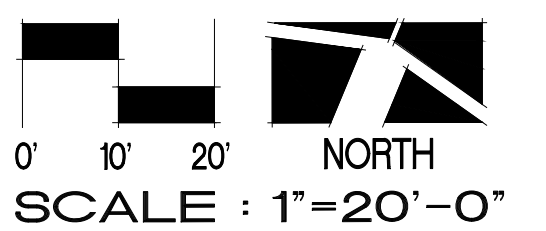
GENERAL NOTES, LEGENDS,
AND MATERIALS SCHEDULE



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE



KOVE LANE
CIBOLO, TEXAS

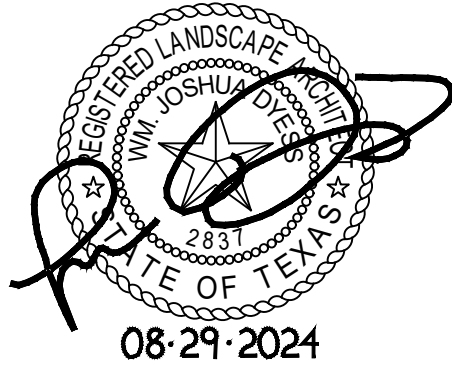


REVISIONS: DATE
 1 OWNER REVISION 2025-02-26

PROJECT No: 24008
DATE: AUGUST 22, 2024
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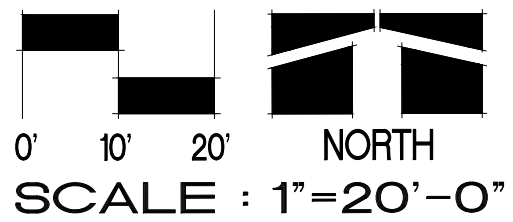
ENTRY SITEWORK PLAN

LS 1.1



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS

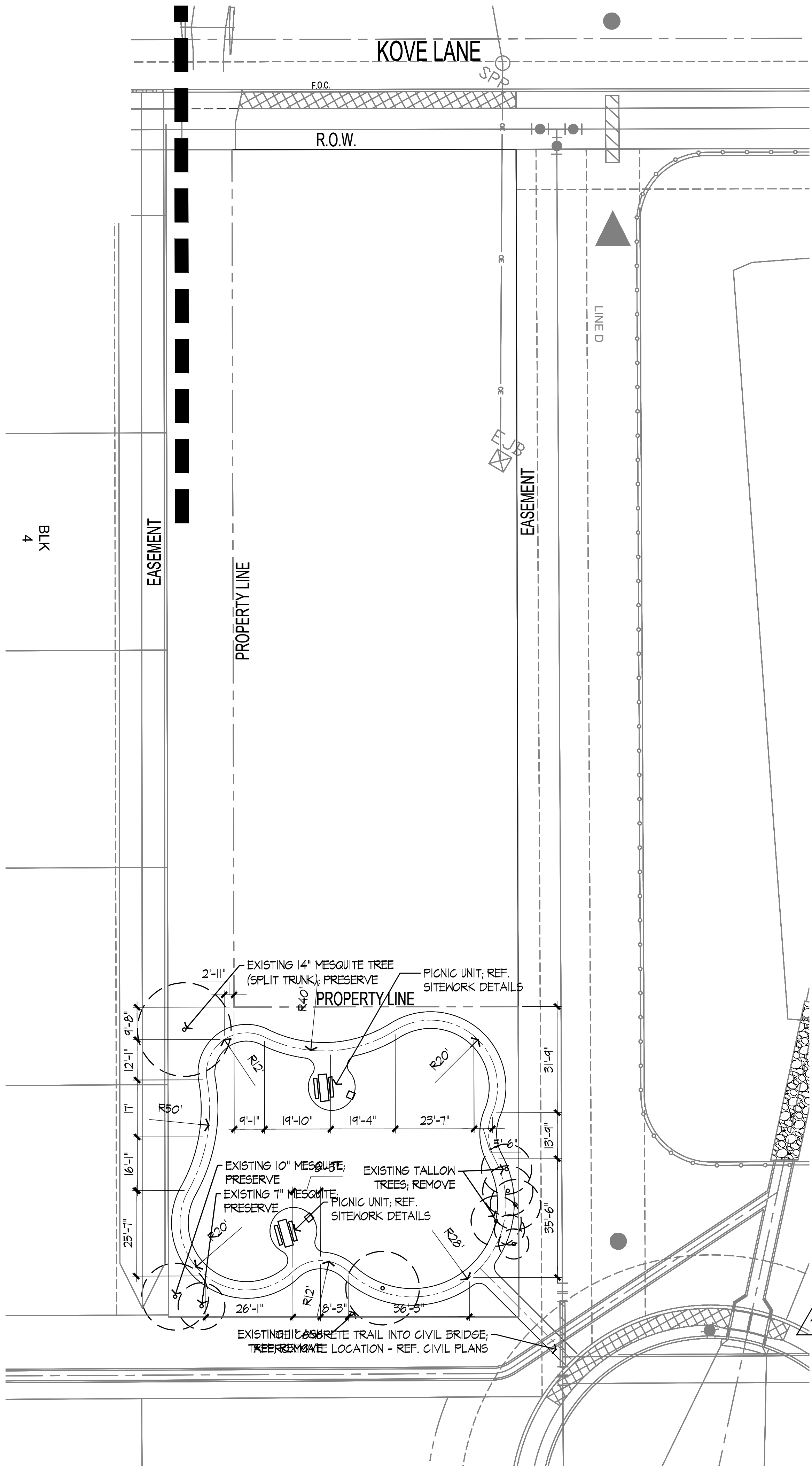


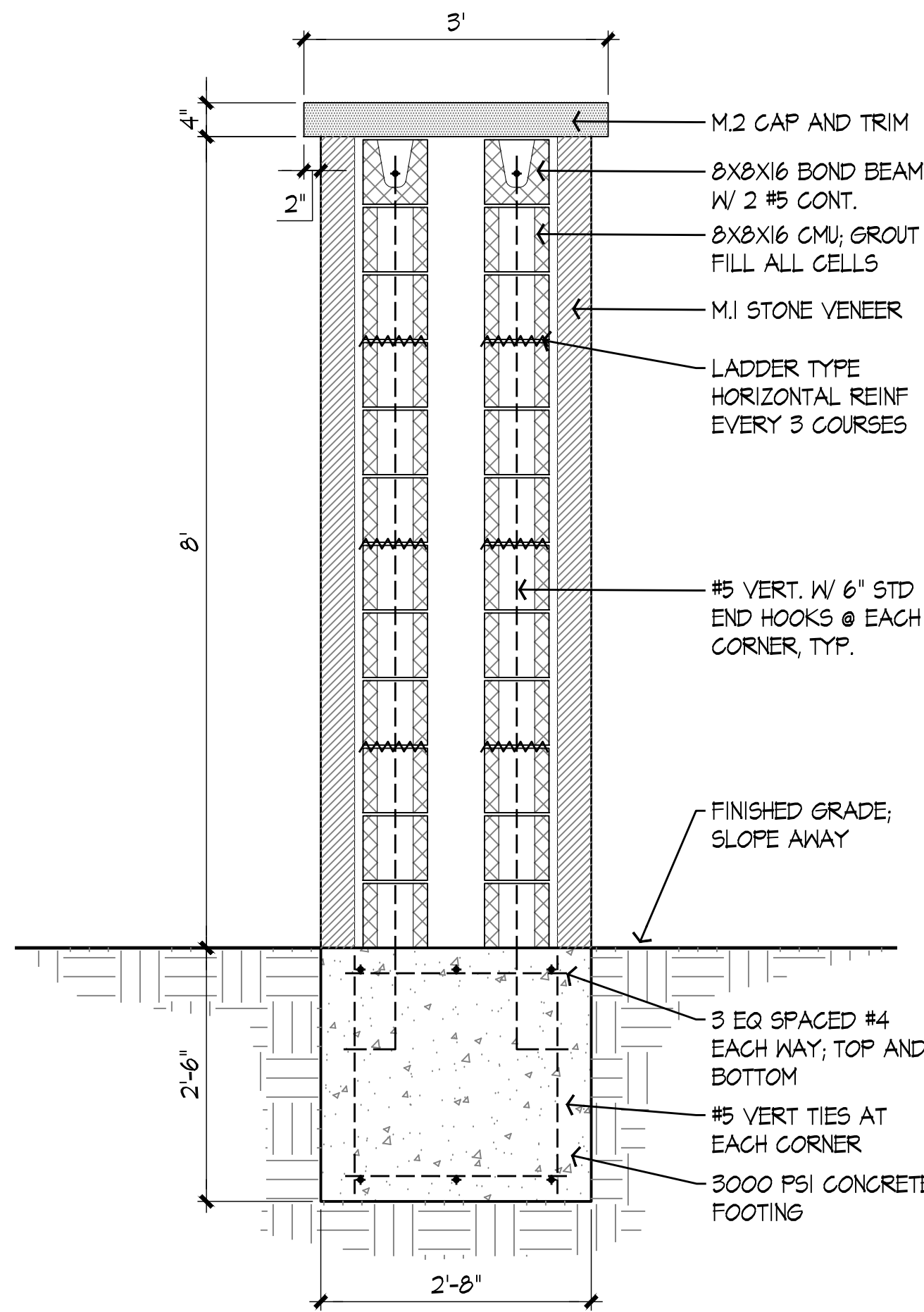
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1 OWNER REVISION	2025-02-26

PROJECT No: 24008
DATE: AUGUST 2024
SHEET: 01

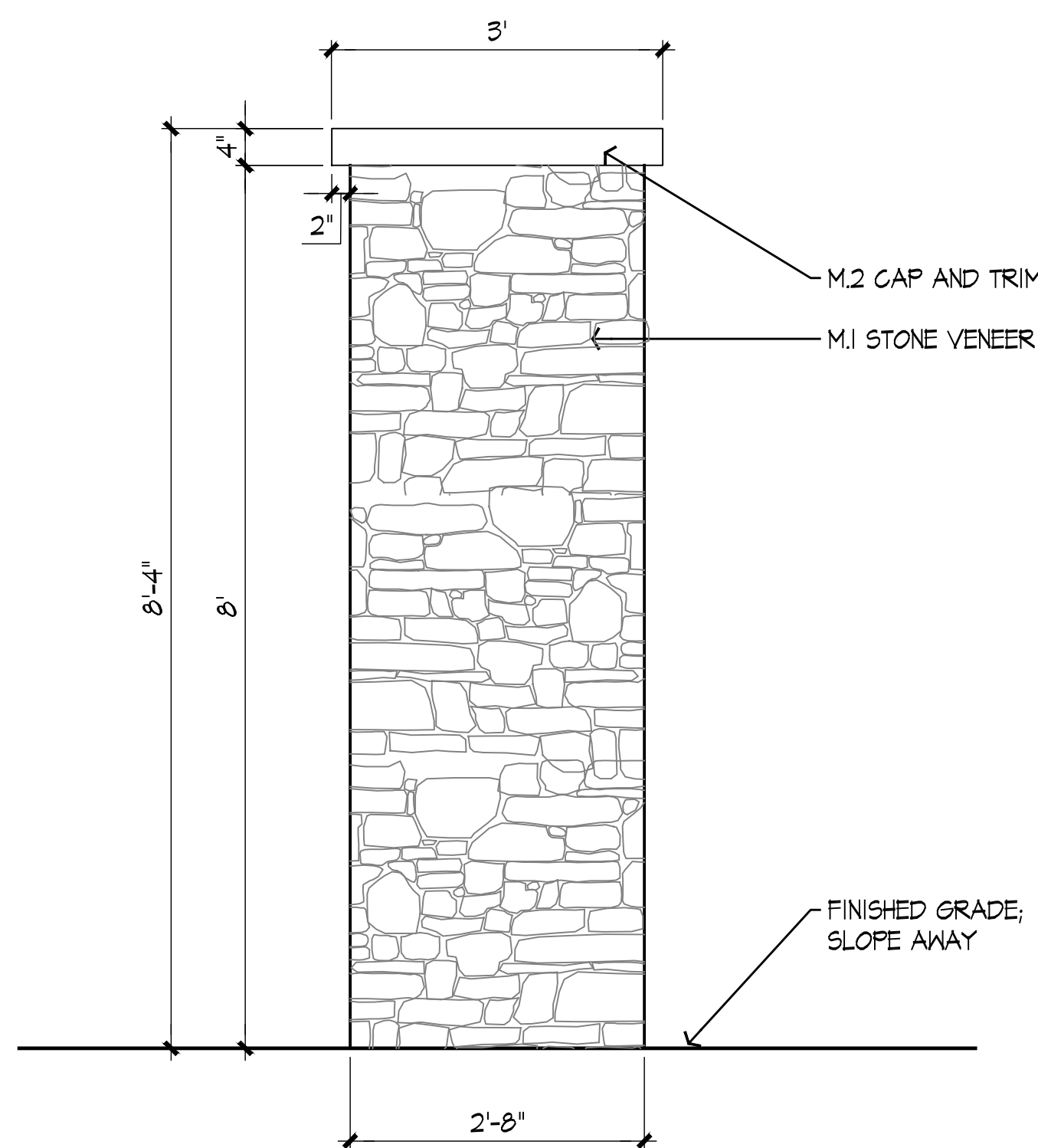
PARK SITework PLAN

LS 1.2

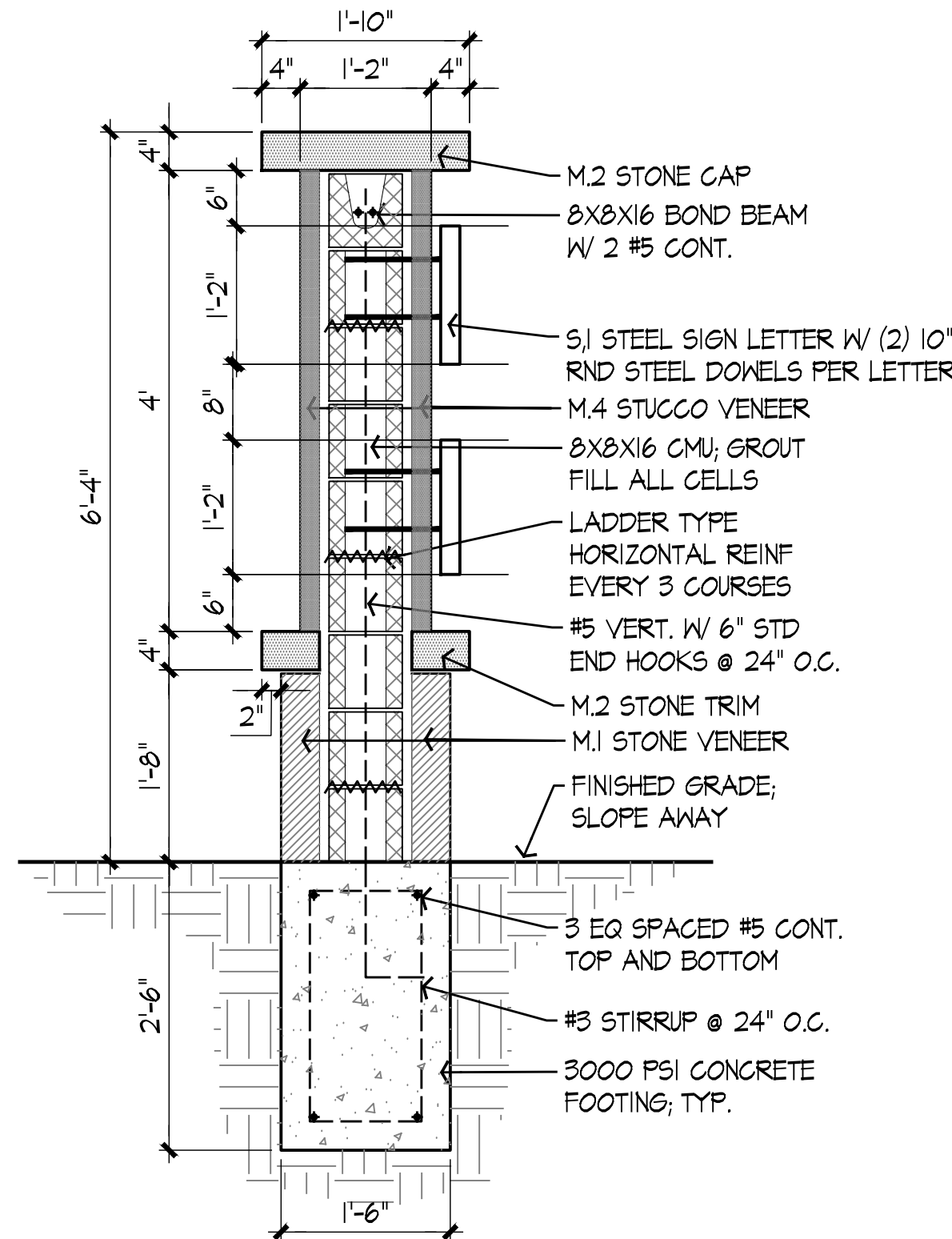




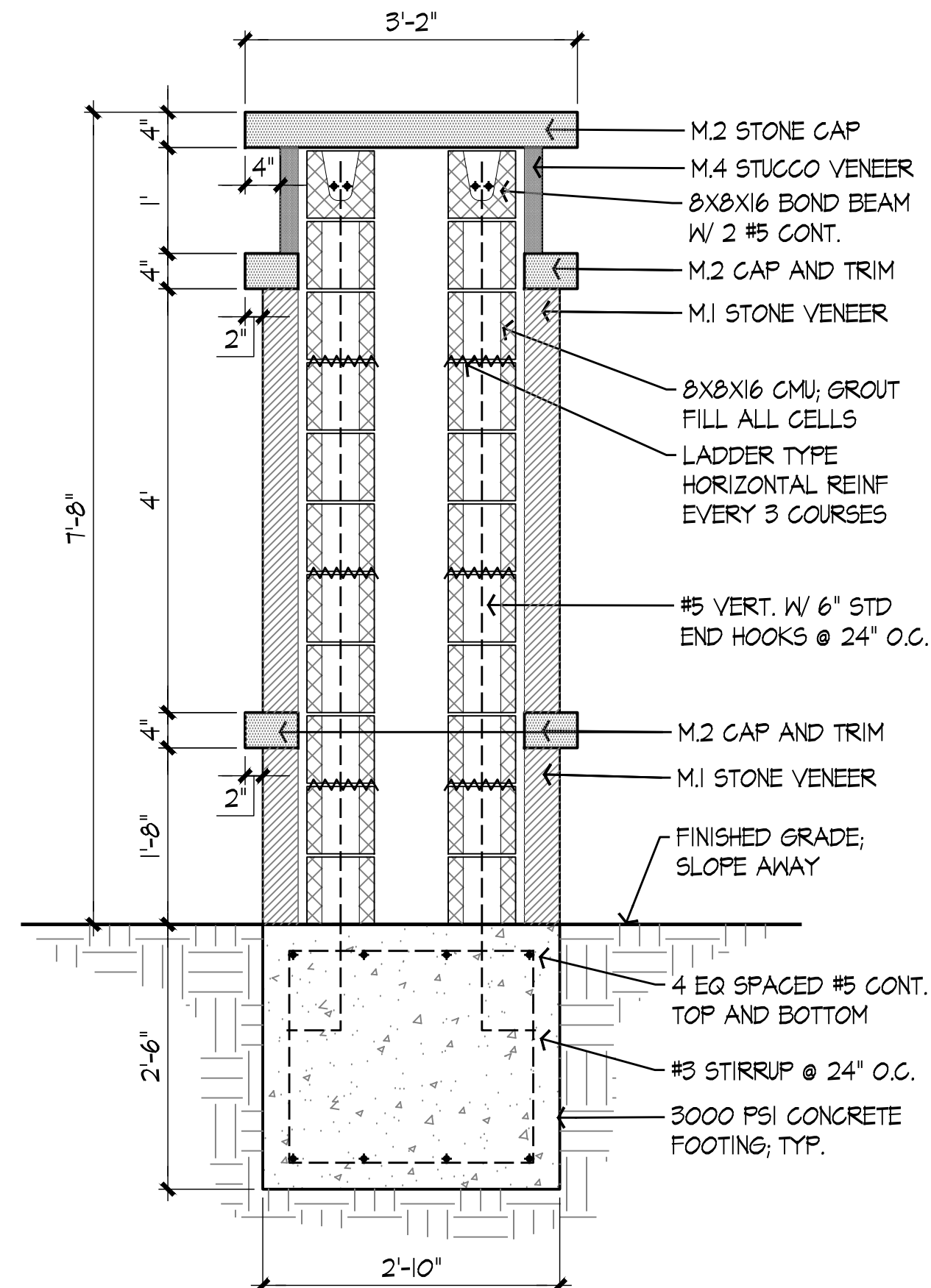
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SECTION
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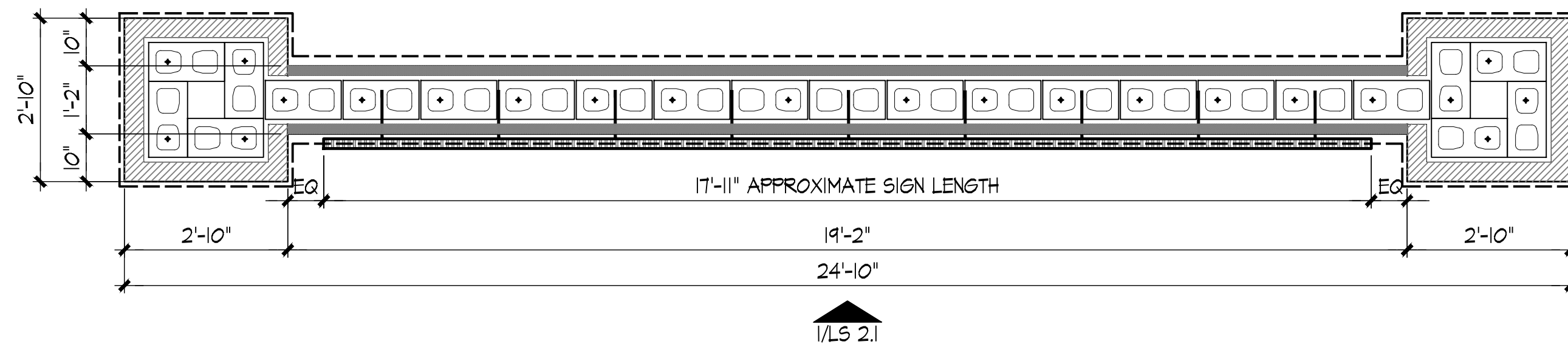
5 FENCE COLUMN
ELEVATION
Scale: 3/4"=1'-0"



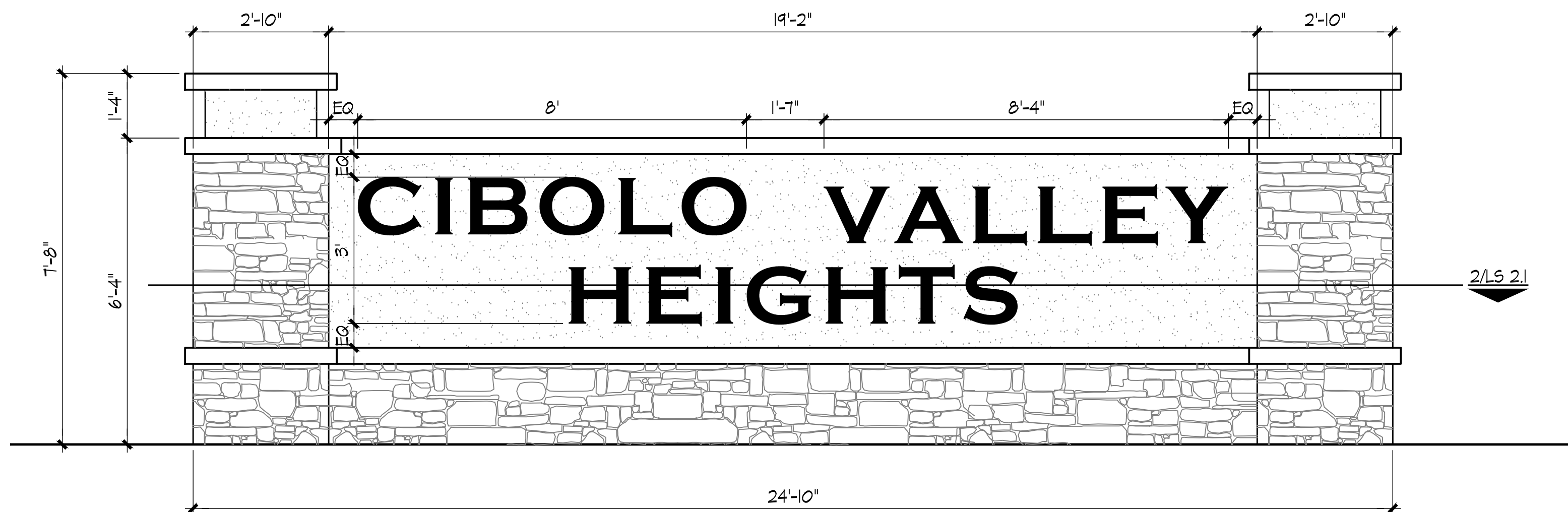
4 ENTRY MONUMENT SIGN WALL
SECTION
Scale: 3/4"=1'-0"



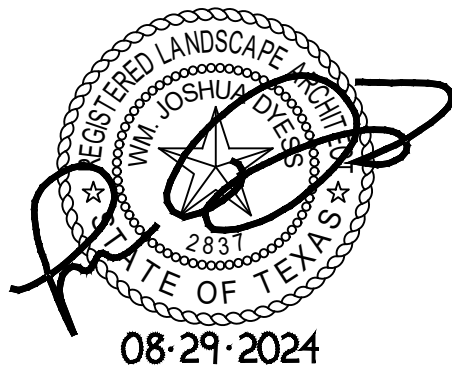
3 ENTRY MONUMENT COLUMN
SECTION
Scale: 3/4"=1'-0"



2 ENTRY MONUMENT SIGN
PLAN SECTION
Scale: 1/2"=1'-0"



1 ENTRY MONUMENT SIGN
ELEVATION
Scale: 1/2"=1'-0"



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

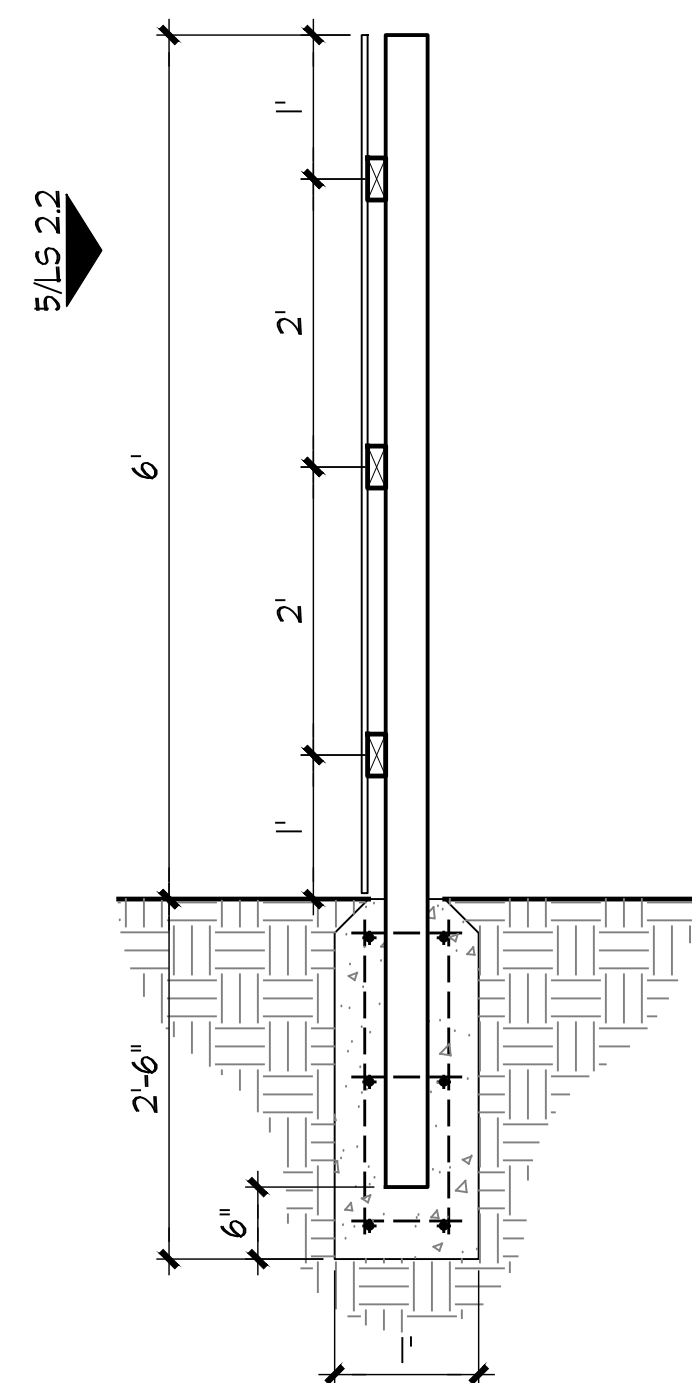
KOVE LANE
CIBOLO, TEXAS

SITework DETAILS

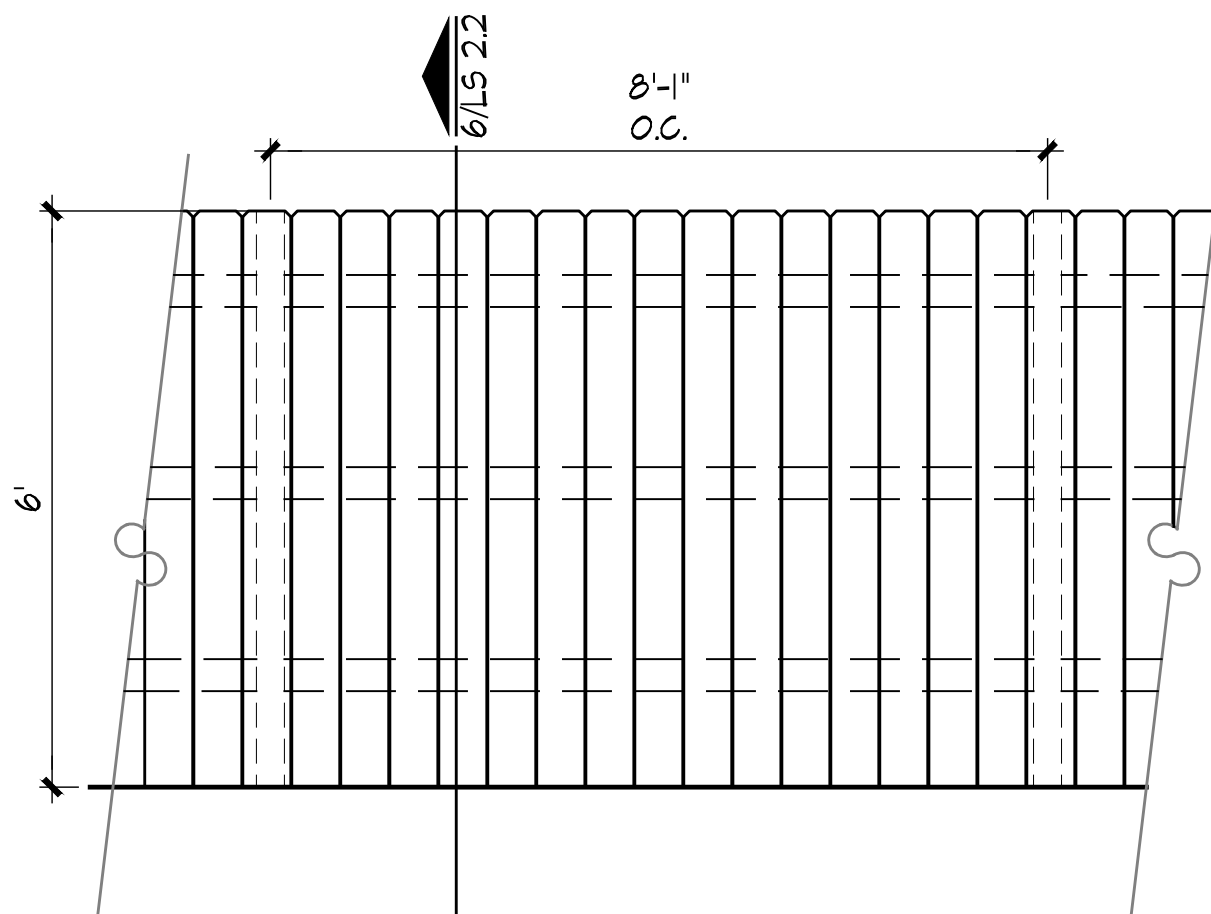
LS 2.2

REVISIONS: DATE

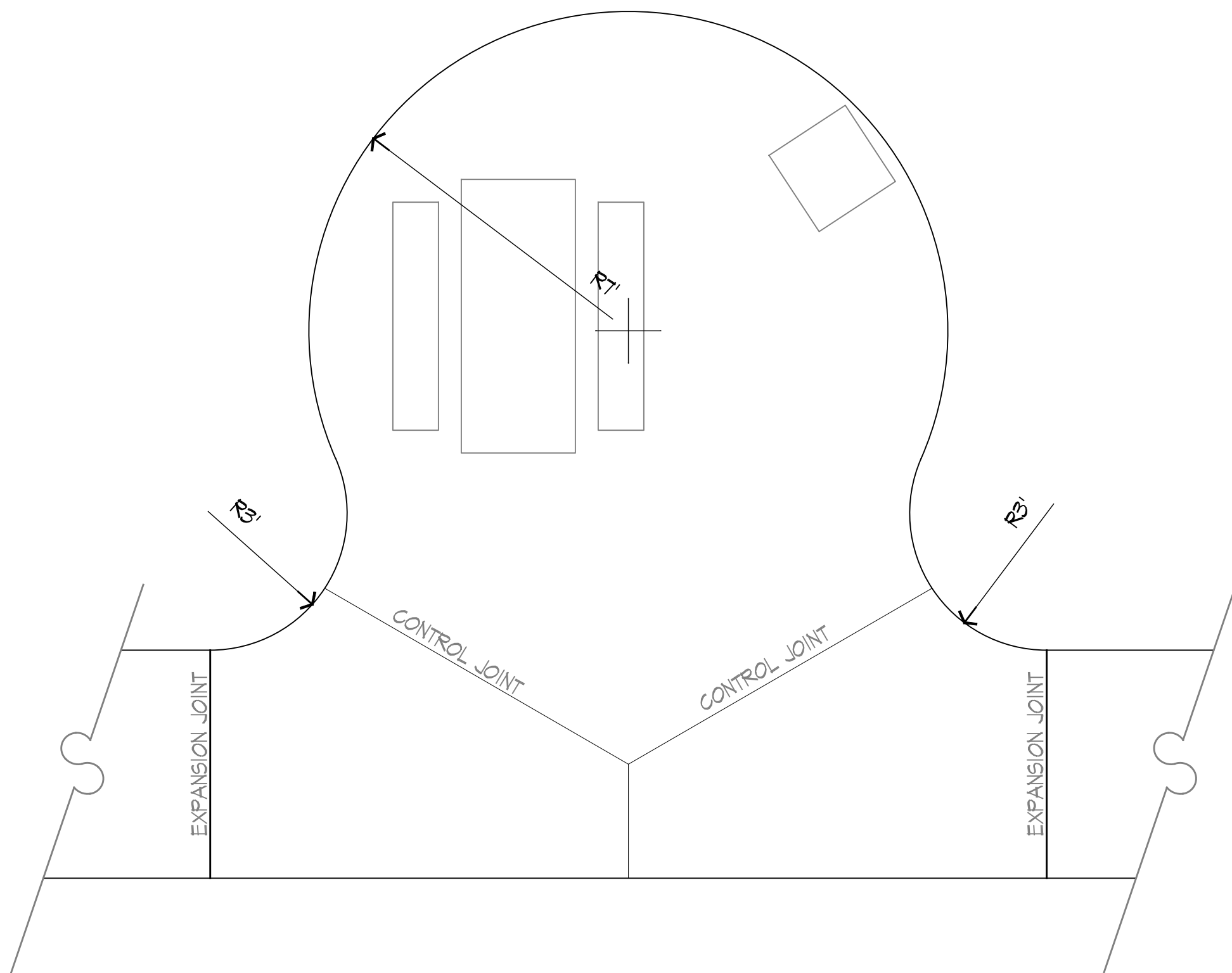
PROJECT No: 24008
DATE: AUGUST 29, 2024
SHEET: 0 F



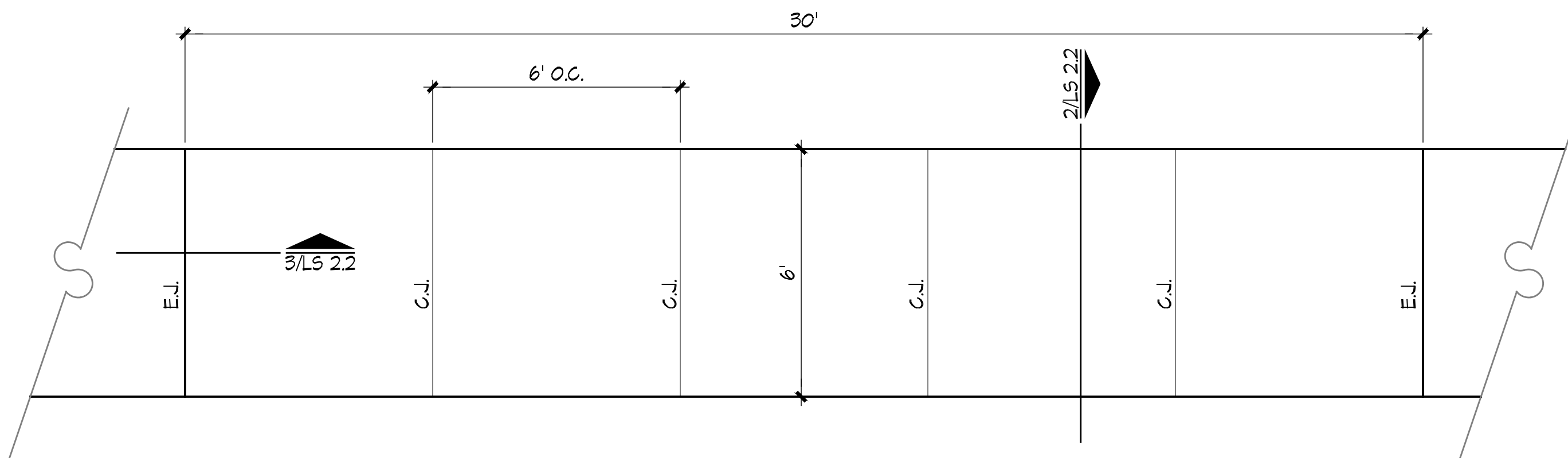
6 FENCE COLUMN
ELEVATION
Scale: 3/4"=1'-0"



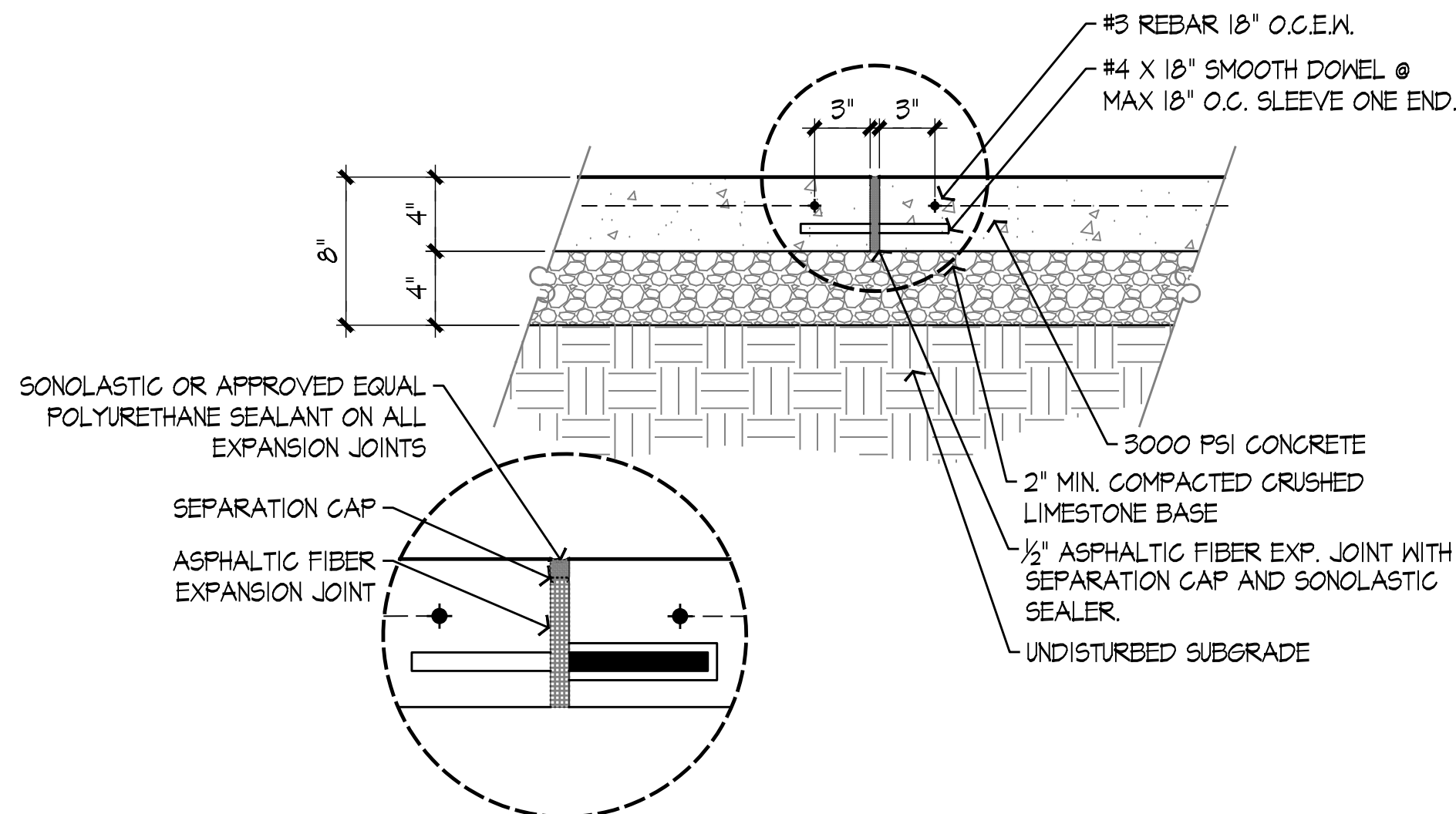
5 FENCE COLUMN
ELEVATION
Scale: 3/4"=1'-0"



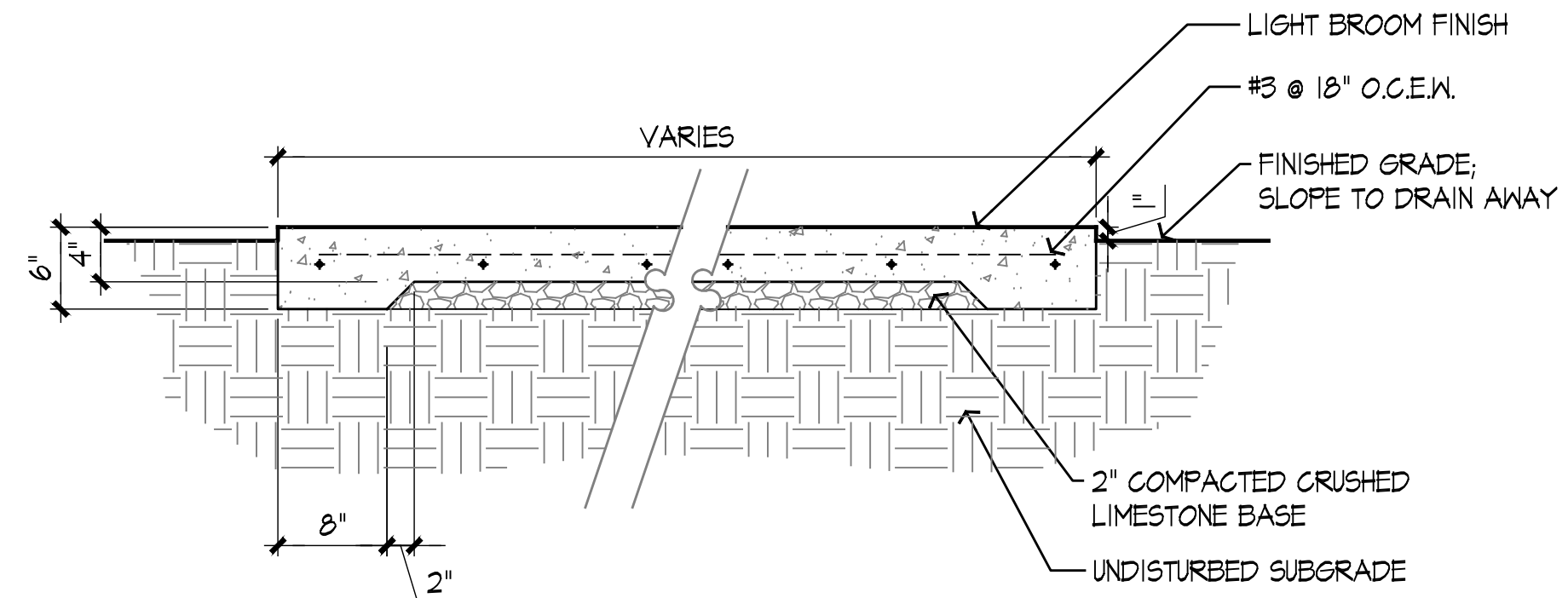
4 PARK PICNIC PAD
PLAN
Scale: 3/8"=1'-0"



1 TYPICAL SIDEWALK
PLAN LAYOUT
Scale: 3/8"=1'-0"

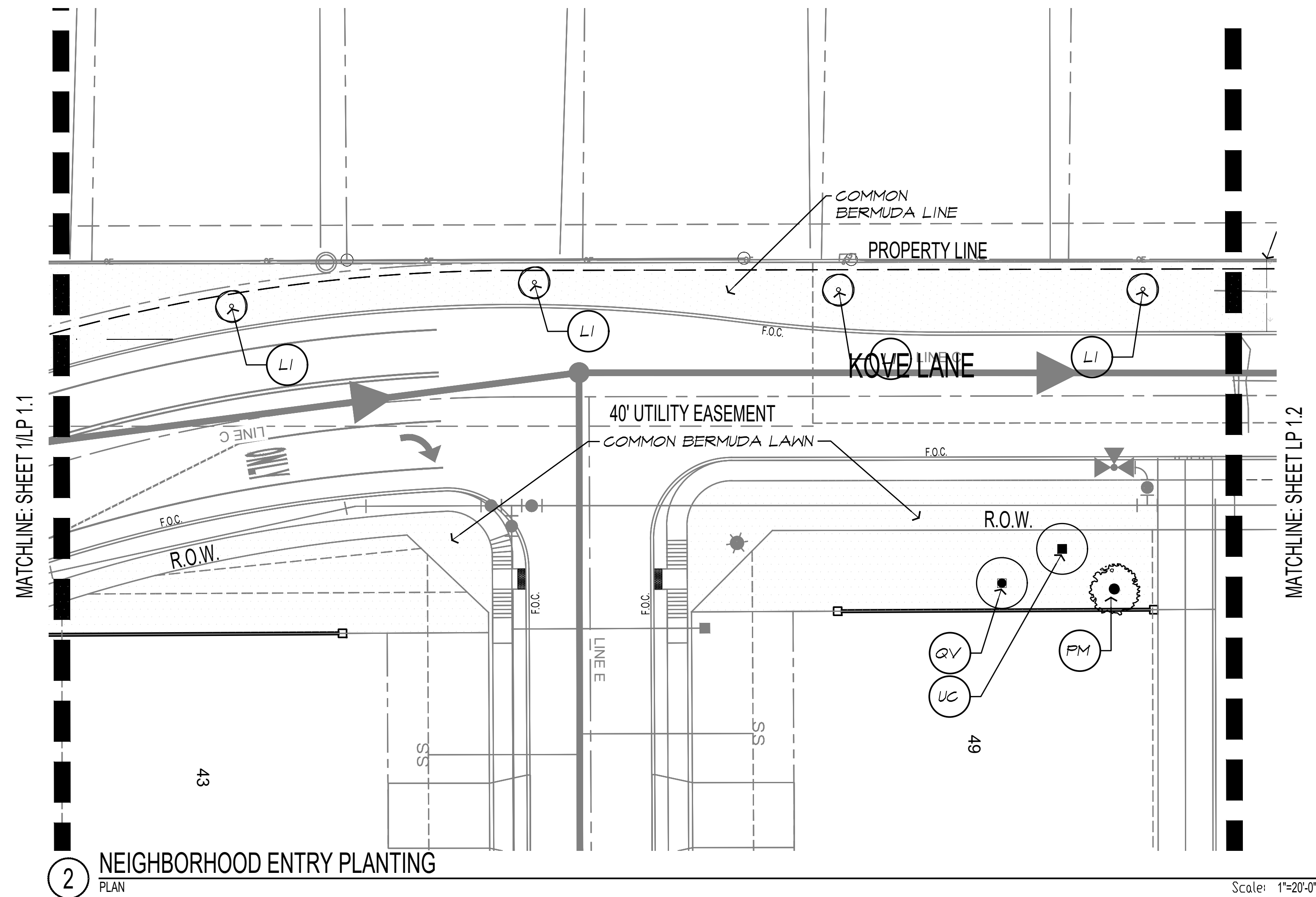
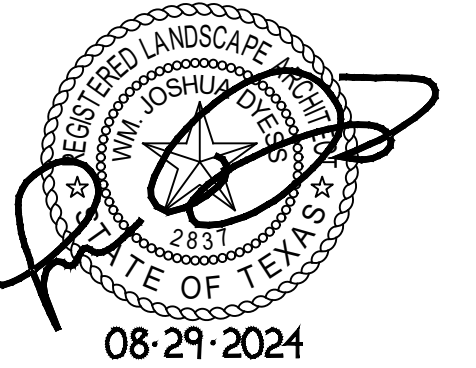


3 TYPICAL SIDEWALK JOINTS
SECTION
Scale: 1"=1'-0"



2 TYPICAL SIDEWALK
SECTION
Scale: 1"=1'-0"

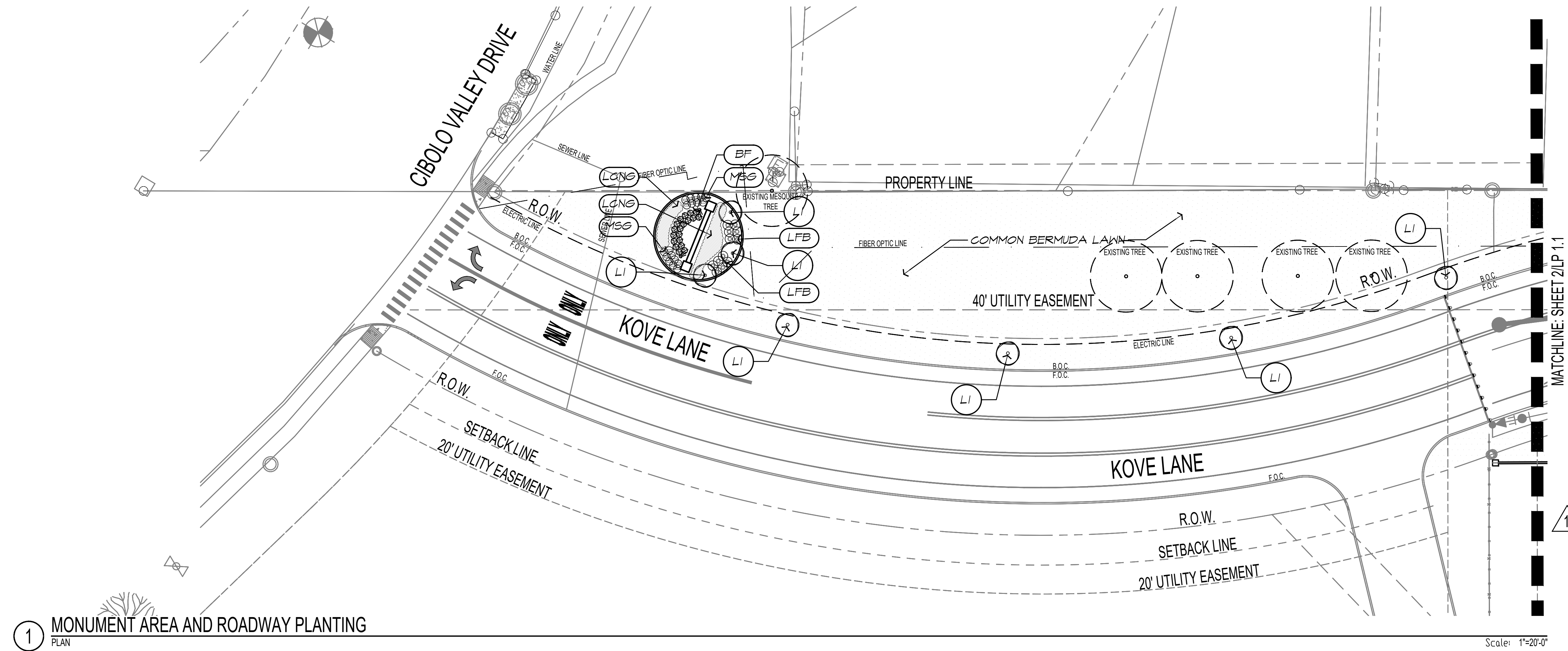
NOTE:
4.99% MAX RUNNING SLOPE
2% MAX CROSS SLOPE



2 NEIGHBORHOOD ENTRY PLANTING
PLAN

Scale: 1"=20'-0"

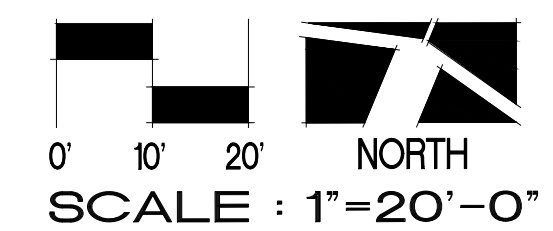
CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE



1 MONUMENT AREA AND ROADWAY PLANTING
PLAN

Scale: 1"=20'-0"

KOVE LANE
CIBOLO, TEXAS

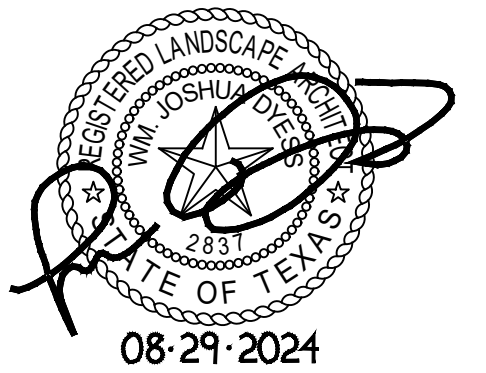


REVISIONS:	DATE
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SHEET: 01

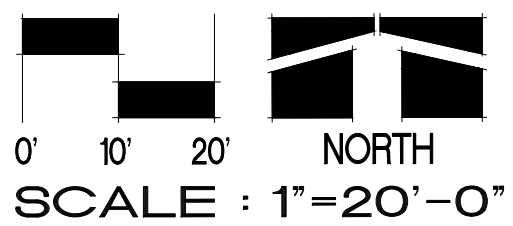
ENTRY PLANTING PLAN

LP 1.1



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS

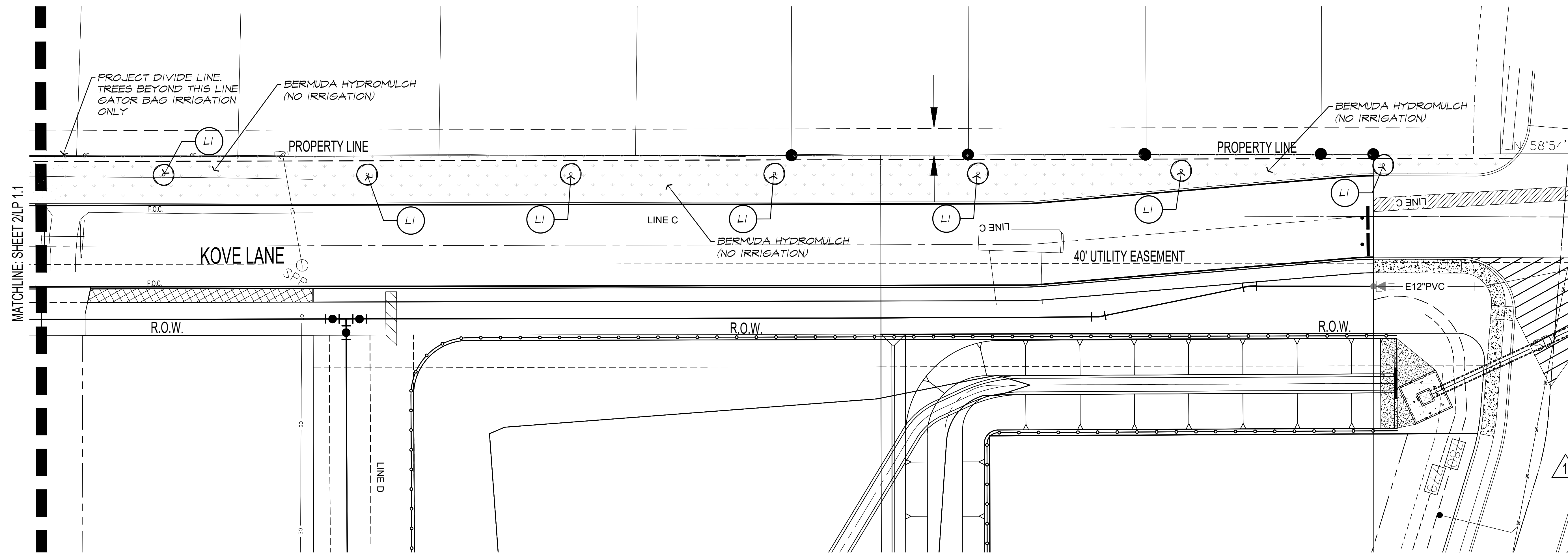


REVISIONS:	DATE
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DATE: AUGUST 2024
SHEET: 01

ROADWAY EXTENSION
PLANTING PLAN

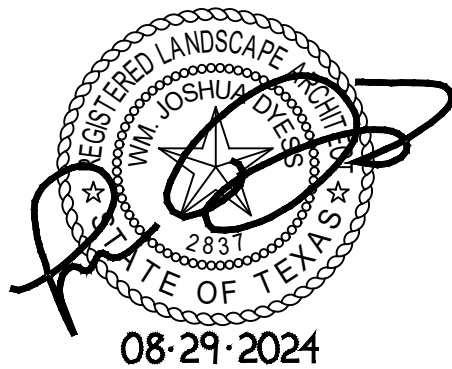
LP 1.2



Scale: 1"=20'-0"

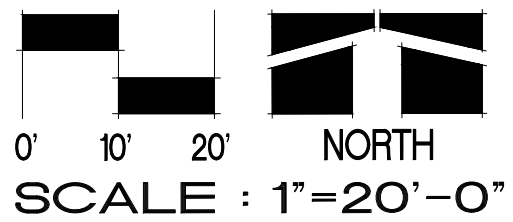
1 ROAD EXTENSION PLANTING
PLAN

MATCHLINE: SHEET 2/LP 1.1



CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS

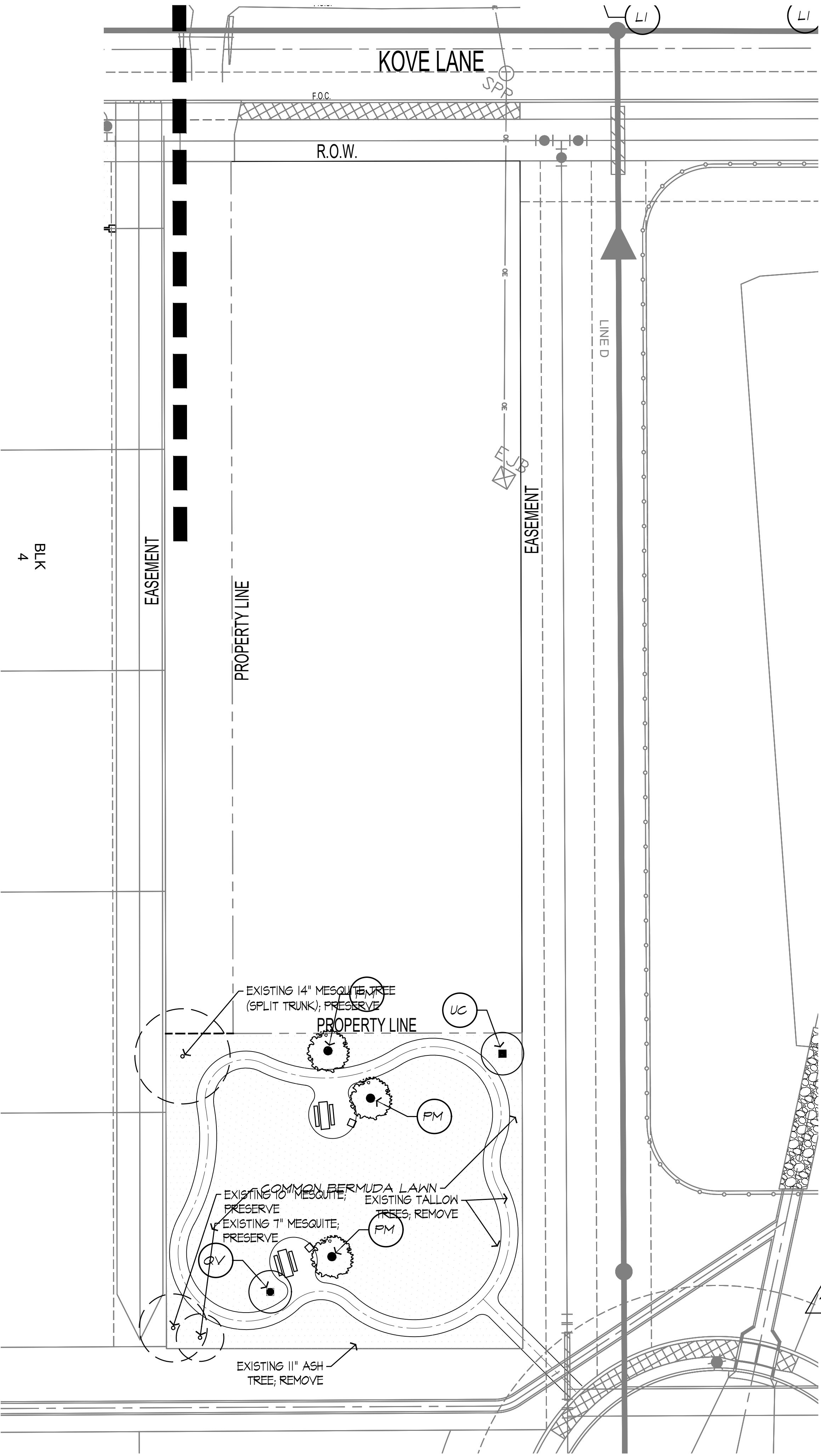


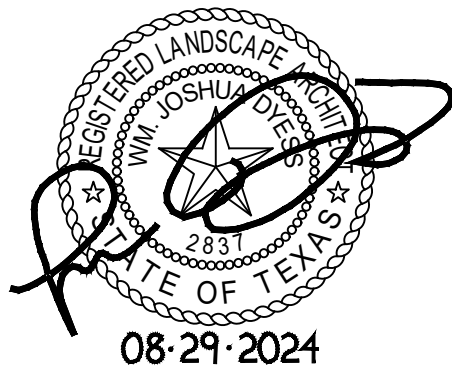
REVISIONS:	DATE
1 OWNER REVISION	2025-02-26

PROJECT No: 24008
DATE: AUGUST 2024
SHEET: 01

PARK PLANTING PLAN

LP 1.3





CIBOLO VALLEY HEIGHTS PLANT LIST

SHADE TREES

KEY	COMMON NAME Botanical Name	SIZE	HEIGHT	SPREAD	COMMENTS
QV	LIVE OAK <i>Quercus virginiana</i>	3" CAL.	10'-12'	4'-6'	SELECT, STANDARD, B&B FULL, SYMMETRICAL CANOPY
UC	CEDAR ELM <i>Ulmus crassifolia</i>	3" CAL.	11'-13'	6'-7'	SELECT, STANDARD, B&B FULL, SYMMETRICAL CANOPY
PM	MEXICAN SYCAMORE <i>Platanus mexicana</i>	3" CAL.	13'-14'	5'-7'	SELECT, STANDARD, B&B FULL, SYMMETRICAL CANOPY

ORNAMENTAL TREES

KEY	COMMON NAME Botanical Name	SIZE	HEIGHT	SPREAD	COMMENTS
LI	GRAPE MYRTLE <i>Lagerstroemia indica</i> 'Natchez'	15 GAL.	6'-8"	4'-5'	SELECT, MULTI-TRUNK, FULL, SYMMETRICAL CANOPY

SHRUBS, ORNAMENTAL GRASSES AND GROUNDCOVERS

KEY	COMMON NAME Botanical Name	SIZE	HEIGHT	SPREAD	SPACING	COMMENTS
LCNG	NEW GOLD LANTANA <i>Lantana camara</i> 'New Gold'	1 GAL.	10"-12"	8"-12"	24" O.C.	DARK GREEN, FULL
LFB	LYNN'S LEGACY SAGE <i>Leucophyllum frutescens</i> 'Lynn's Legacy'	3 GAL.	12" -14"	10"	36" O.C.	DENSE, FULL
MSG	DWARF MAIDEN GRASS <i>Miscanthus sinensis</i> 'Gracillimus'	1 GAL.	10"-12"	8"	30" O.C.	DENSE, FULL
TV	SOCIETY GARLIC <i>Tulbaghia violacea</i>	1 GAL.	6"-12"	6"-8"	12" O.C.	DARK GREEN, FULL

LAWN

KEY	COMMON NAME Botanical Name	SIZE	COMMENTS
	BERMUDA <i>Cynodon dactylon</i> 'Common Bermuda'	SOLID SOD	CONTRACTOR TO FIELD VERIFY QUANTITY OF LAWN REQUIRED
	COMMON BERMUDA <i>Cynodon dactylon</i>	HYDROMULCH	CONTRACTOR TO FIELD VERIFY QUANTITY OF LAWN REQUIRED

STONE, STEEL, AND OTHER MATERIAL

KEY	COMMON NAME Botanical Name	APPLICATION	COMMENTS
	STEEL EDGE 3/16" THICK GREEN	PER PLAN	CONTRACTOR TO FIELD VERIFY QUANTITY REQUIRED. ALL MATERIAL CHANGES SHALL RECEIVE STEEL EDGE.
	RIVER ROCK TEXAS BLEND 2"-4" SIZE	4" DEPTH APPLY STAKED FILTER FABRIC BELOW	CONTRACTOR TO FIELD VERIFY QUANTITY OF ROCK REQUIRED FOR 6" OF FULL COVERAGE AS SHOWN ON PLANS

PLANTING NOTES:

PLANTING PLAN FOR BIDDING AND REFERENCE PURPOSES. CONTRACTOR SHALL VERIFY PLANT QUANTITIES REQUIRED TO CARRY OUT DESIGN INTENT AS INDICATED ON PLANS.

ALL PLANTING MATERIAL SHALL BE ASSUMED TO BE PLANTED IN A TRIANGULAR PATTERN UNLESS OTHERWISE SHOWN OR NOTED ON PLANS.

ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RE-VEGETATED TO PRE-CONSTRUCTION CONDITIONS UNLESS OTHERWISE NOTED ON PLANS.

ALL MATERIAL SIZES SPECIFIED ARE INTENDED TO BE MINIMUM REQUIREMENTS TO BE PURCHASED PRIOR TO INSTALLATION. ALL EXCEPTIONS SHALL BE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

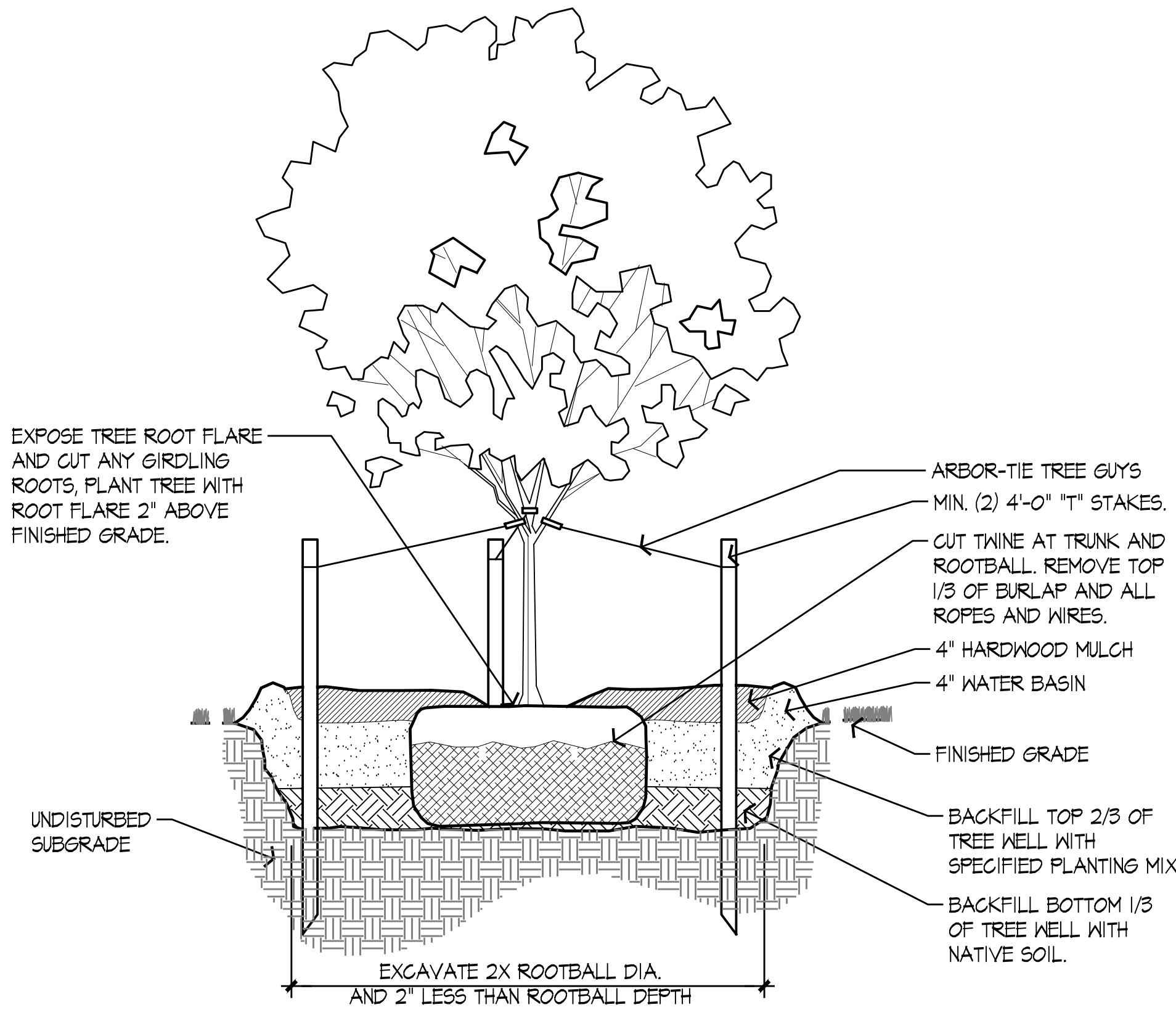
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CIBOLO, TEXAS

REVISIONS: DATE
OWNER REVISION 2025-02-26

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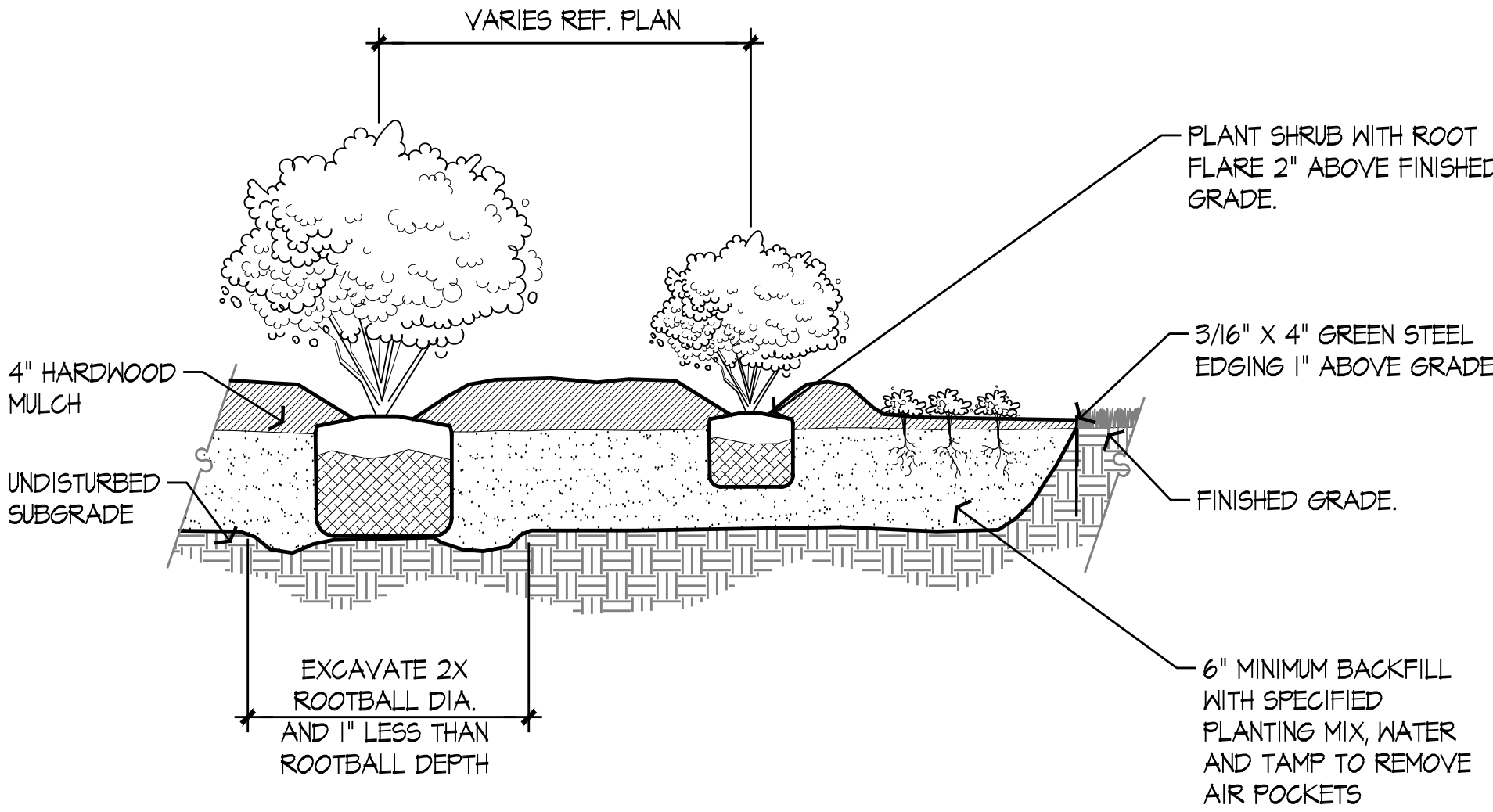
PLANT LIST, NOTES,
AND DETAILS

LP 2.1



2 TREE PLANTING PLANTING
SECTION

Scale: N.T.S.



1 SHRUB AND GROUNDCOVER PLANTING
SECTION

Scale: N.T.S.

PLANTING SPECIFICATIONS:

PART I - GENERAL NOTES

LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE IN ITS EXISTING CONDITION AND SHALL TIE NEW WORK TO EXISTING CONDITIONS AND CONTROLS (SUCH AS EXISTING GRADES AND WALK ELEVATIONS AS NECESSARY TO MEET THE INTENT OF THE PLANS).

BEFORE PROCEEDING WITH ANY WORK IN AN AREA, LANDSCAPE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LAYOUTS AND SIZES AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL SITE CONDITIONS. IF ANY UTILITIES OR OBSTRUCTIONS ARE DISCOVERED DURING CONTRACT WHICH MAY NOT HAVE BEEN KNOWN DURING DESIGN, CONSTRUCTION SHALL STOP WORK AND LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT / OWNER BEFORE PROCEEDING. LANDSCAPE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGE IF WORK PROCEEDS IN EITHER OF THE ABOVE SITUATIONS WITHOUT NOTIFYING LANDSCAPE ARCHITECT / OWNER.

PRIOR TO ANY EXCAVATION, LANDSCAPE CONTRACTOR SHALL CONTACT APPROPRIATE AUTHORITIES INCLUDING, BUT NOT LIMITED TO, TEXAS ONCE CALL SYSTEM AT 1-800-245-4545 TO LOCATE EXISTING UNDERGROUND UTILITIES.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ANY DAMAGE TO ANY UTILITIES OR PROPERTY THAT MAY OCCUR IN THE EXECUTION OF HIS CONTRACT WORK. WHEN WORK REQUIRES CROSSING EXISTING WALKS OR CURBS WITH EQUIPMENT, LANDSCAPE CONTRACTOR SHALL PROVIDE APPROVED BRIDGE MATERIAL SUCH AS WOOD PLANKS AND EARTH TO PREVENT DAMAGE TO FINISHED WORK. LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS THAT MAY BE WORKING ON THE SITE SIMULTANEOUSLY AND SHALL COORDINATE STAGING OF HIS WORK WITH OWNER AND LANDSCAPE ARCHITECT. ALL TRASH AND DEBRIS GENERATED FROM CONTRACT OPERATIONS SHALL BE REMOVED ON A DAILY BASIS. ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY IN CONJUNCTION WITH HIS CONTRACT WORK.

DELIVERY, STORAGE, AND HANDLING:

- A. DELIVER FERTILIZER IN WATERPROOF BAGS SHOWING WEIGHT, GUARANTEED CHEMICAL ANALYSIS, MANUFACTURER AND BRAND NAME.
- B. DELIVER PLANT MATERIAL WITH IDENTIFICATION TAG SHOWING BOTANICAL NAME AND PLANT SIZE.
- C. DELIVER PLANT MATERIAL IMMEDIATELY PRIOR TO INSTALLATION, PLANT MATERIAL ON SAME DAY AS DELIVERY.
- D. KEEP PLANT MATERIAL MOIST AND PROTECTED UNTIL PLANTING.
- E. DO NOT HANDLE PLANT MATERIALS BY THE STEM OR TRUNK.
- F. KEEP CONTAINERS INTACT UNTIL JUST PRIOR TO PLANTING.

WARRANTIES:

- A. FURNISH OWNER WRITTEN WARRANTY THAT PLANT MATERIALS WILL BE IN HEALTHY CONDITION FOR ONE (1) YEAR AFTER FINAL ACCEPTANCE. DAMAGE DUE TO ACTS OF GOD, VANDALISM, OR NEGLIGENCE BY OWNER IS EXCLUDED.
- B. REPLACE DEAD, UNHEALTHY AND UNSIGHTLY PLANT MATERIALS WITHIN WARRANTY PERIOD, UPON NOTIFICATION BY OWNER OR LANDSCAPE ARCHITECT.
- C. NOTIFY OWNER 30 DAYS PRIOR TO EXPIRATION OF WARRANTY PERIOD AND ARRANGE FINAL ACCEPTANCE INSPECTION BY ALL PARTIES.
 - 1. REMOVE DEAD, UNHEALTHY PLANT MATERIAL
 - 2. REMOVE GUYING AND STAKING MATERIALS
 - 3. WARRANT REPLACEMENT PLANTS UNDER SAME PROVISIONS AND FOR THE SAME PERIOD AS THE ORIGINAL PLANTS

MAINTENANCE:

- A. MAINTAIN PLANT LIFE IMMEDIATELY AFTER PLACEMENT AND FOR SIXTY (60) DAYS AFTER FINAL ACCEPTANCE.
- B. REPLACE DEAD OR DYING PLANTS WITH PLANTS OF SAME SIZE AND SPECIES SPECIFIED.
- C. REMOVE TRASH, DEBRIS, AND LITTER WATER, PRUNE, FERTILIZE, WEED, AND MOW. SPOT APPLY HERBICIDES AND FUNGICIDE ONLY AS REQUIRED.
- D. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.
- E. COORDINATE WITH OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM IRRIGATION SYSTEM.
- F. RESET SETTLED PLANTS
- G. REAPPLY MULCH TO BARE AND THIN AREAS TO MAINTAIN 4" DEPTH.

MATERIALS:

- A. PLANT MATERIALS
 - 1. CERTIFIED IN ACCORDANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) I60-I-1 NURSERY STOCK
 - 2. SPECIES AND SIZE AS INDICATED IN PLANT SCHEDULE. LARGER SIZE MAY BE SUBSTITUTED WITHOUT ADDITIONAL COST TO OWNER.
 - 3. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.
 - 4. GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE AT SITE. FREE FROM DISEASE, INSECT INFESTATIONS, DEFECTS INCLUDING WEAK OR BROKEN LIMBS, CROTCHES AND DAMAGED TRUNKS, ROOTS OR LEAVES, SUN SCALD, FRESH BARK ABRASIONS, EXCESSIVE ABRASIONS, AND OBJECTIONABLE DISFIGUREMENTS.
 - 5. EXHIBIT NORMAL GROWTH HABITS, VIGOROUS, HEALTHY, FULL, WELL-PROPORTIONED, AND SYMMETRICAL.
 - 6. TREE TRUNKS TO BE STURDY AND EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.
 - 7. CONTAINER-GROWN STOCK.
- B. TOPSOIL
 - 1. USE SITE GENERATED SOIL FROM PLANTING PREPARATIONS, REASONABLY FREE FROM CLAY LUMPS, COARSE SANDS, STONES, ROOTS, AND OTHER FOREIGN MATTER.
 - 2. USE IMPORTED TOPSOIL FROM APPROVED VENDER SUCH AS NEW EARTH SOILS AND COMPOST (281-574-0516) TO A MINIMUM DEPTH OF 2" IN TURF AREAS. OR APPROVED SUBSTITUTE.
- C. MULCH
 - 1. SHREDDED, COMPOSTED HARDWOOD BARK OF VARYING LENGTH BY NEW EARTH SOILS AND COMPOST, OR APPROVED SUBSTITUTE. PARTIALLY DECOMPOSED; FREE FROM STICKS, STONES, CLAY, AND GERMINATION INHIBITING INGREDIENTS.
- D. TURF
 - 1. SOD: PROVIDE FULL, DARK GREEN, UNIFORM, STRONGLY ROOTED SOD IN 16"x24" STRIPS FREE FROM WEEDS, UNDESIRABLE GRASSES, DISEASES AND PESTS. SOD SHALL BE CUT FROM THE FIELD NO LONGER THAN 48 HOURS PRIOR TO PLANTING. ROOTS OF SOD SHALL BE KEPT MOIST.
 - 2. HYDROSEEDING: ALL SEED USED SHALL BE HIGH QUALITY, EXTRA FANCY, TREATED LAWN TYPE SEED AT 98% PURITY AND 85% GERMINATION, AND SHALL BE FURNISHED IN A SEALED STANDARD CONTAINER WITH SIGNED COPIES OF A STATEMENT FROM THE VENDOR CERTIFYING THAT EACH CONTAINER OF SEED DELIVERED IS FULLY LABELED IN ACCORDANCE WITH THE TEXAS STATE AGRICULTURAL CODE AND IS EQUAL TO OR BETTER THAN THE REQUIREMENT OF THESE SPECIFICATIONS. LAWN SEED TO BE FREE OF WEEDS OR NOXIOUS GRASS SEEDS.
 - SEED WHICH HAS BECOME WET, MOLDY OR OTHERWISE DAMAGED IN TRANSIT OR STORAGE WILL NOT BE ACCEPTED.
 - GRASS SEED SCHEDULE:
 - APRIL 15 - SEPTEMBER 15 SHALL BE COMMON BERMUDA
 - SEPTEMBER 15 - APRIL 15 SHALL BE ANNUAL RYE GRASS
 - "HYDRO-MULCH" AS MANUFACTURED BY CONVEY, OR APPROVED EQUAL
 - THE HYDRO-MULCH SHALL BE COMPOSED OF WOOD CELLULOSE FIBER AND CONTAIN NO GERMINATION OR GROWTH INHIBITING FACTORS.
 - "HYDROSEEDING ADDITIVE (BINDER): ECOLOGY CONTROL-M BINDER' ORGANIC SEEDING ADDITIVE
- E. TREES
 - 1. BRACING: TREES SHALL BE STAKED AS PER DETAILS OR APPROVED SUBSTITUTE.
 - 2. TREE PAINT: MORRISON TREE SEAL, CABOT TREE PAINT, OR OTHER PRODUCT APPROVED BY LANDSCAPE ARCHITECT.
- F. EDGING
 - 1. PLANTER BED EDGING SHALL BE 3/16" X 4" STEEL EDGING WITH MANUFACTURER'S STANDARD GREEN FINISH, UNLESS OTHERWISE NOTED IN PLANS.
- G. MIXES
 - 1. PLANT BED MIX: MINIMUM 6" DEPTH PLANT BED MIX (BACKFILL MIX) SHALL BE NEW EARTH'S 4-WAY MIX AS PRODUCED BY NEW EARTH LLC (PH. 210-661-5180). DOCUMENTATION OF THIS PURCHASE SHALL BE PROVIDED TO LANDSCAPE ARCHITECT. IF EQUAL IS PROPOSED, CONTRACTOR MUST SUBMIT SAMPLE AND COMPLETE ANALYSIS WITH TEST RESULTS AND METHOD OF PRODUCTION FOR EVALUATION AS AN EQUAL SUBSTITUTE.

PART 2 - EXECUTION

PREPARATION

LANDSCAPE CONTRACTOR SHALL RECEIVE SITE AT APPROXIMATELY FINISH GRADE LESS ANY SETTLEMENT THAT MAY HAVE OCCURRED SINCE SITE CONSTRUCTION AND BACKFILLING. THIS GRADE SHALL BE RAKED TO REMOVE ALL DEBRIS INCLUDING STICKS, CLODS, AND STONES AND SHALL BE FINE GRADED TO ELIMINATE ALL HUMPS, RUTS, DEPRESSIONS AND ABRUPT CHANGES IN GRADE OR ANY AREA THAT COULD CAUSE WATER TO POND.

- 1. IF VEGETATION IS GROWING IN PLANTING/LAWN AREAS, APPLY HERBICIDE AT RATES RECOMMENDED BY MANUFACTURER. ALLOW TO DIE, AND THEN GRUB OUT ROOTS TO MINIMUM 1/2' DEPTH.
- 2. MARK LOCATION OF TREES AND OUTLINES OF PLANT BEDS USING COLORED WOOD STAKES OR FLAGS PRIOR TO BEGINNING PLANTING; OBTAIN APPROVAL FROM LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.
- TREE AND SHRUB PLANTING (SEE DETAILS).
- A. REMOVE CONTAINERS WITHOUT DAMAGE TO ROOTS.
- B. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS; REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING. PREVENTS DAMAGE TO ROOTS.
- C. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAP TREES AFTER PLACEMENT.
- D. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. PULL ANY WEEDS GROWING IN TREE BALL AND EXPOSE ROOT FLARE (TOP OF

MOST IDENTIFIABLE ROOT), REMOVE ANY GIRDLING ROOTS AND SET PLANT SO THAT ROOT FLARE IS 2" ABOVE FINISH GRADE. ORIENT PLANTS FRO BEST APPEARANCE. BACKFILL THE BOTTOM Q/3 OF THE EXCAVATION WITH SOIL CUT FROM FROM EXCAVATION OF FIT AND THOROUGHLY WATER THIS SOIL TO SETTLE IN. BACKFILL THE REMAINDER OF THE EXCAVATION WITH A 50/50 MIX OF NEW EARTH'S 4-WAY MIX AND NATIVE SOIL EXCAVATED FROM THE PIT. PLACE PLANT HEALTH CARE GROUP'S "TREE SAVER" IN BACKFILL AS PER PLH.C.G. DIRECTION AND APPLICATION RATES. LIGHTLY TAMP AND WATER SOIL TO REMOVE ALL AIR POCKETS FROM PLANTS OUTSIDE OF PLANTING BEDS, CONSTRUCT 3 INCH HIGH WATER CONTAINMENT RING AROUND PLANT. SPREAD MULCH TO MINIMUM 4" DEPTH OVER PLANT BASIN.

- E. ADJUST PLANT HEIGHT IF SETTLEMENT OCCURS AFTER BACKFILL AND STAKE AS DETAILED.
 - 1. TWO TO THREE WEEKS FOLLOWING PLANTING, INJECT PLANT HEALTH CARE INJECTABLE INOCULATE AROUND ROOT BALL FOLLOWING MANUFACTURER'S DIRECTIONS AND APPLICATION RATES. CONTACT LANDSCAPE ARCHITECT TO OBSERVE THIS OPERATION.
- F. TRIM PLANTS TO REMOVE DEAD AND INURED BRANCHES ONLY. TREAT CUTS OVER 3/4 INCH DIAMETER WITH TREE PAINT (OAKS ONLY).
- G. BRACE PLANTS OVER 65 GALLONS SIZE IMMEDIATELY AFTER PLANTING:
 - 1. FOR TREES 2" CALIBER AND GREATER, PROVIDE STAKING AS DETAILED. POSITION TO PREVENT HAZARDS TO PEDESTRIANS.
 - 2. DO NOT RESTRICT PLANT MOVEMENT UNDER LIGHT WIND LOADS OR DAMAGE BARK.

MASS SHRUB, GROUNDCOVER, AND ANNUAL PLANTING (SEE DETAILS):

- A. EXCAVATE PLANT ED TO DEPTH AS DETAILED ON PLANS.
- B. BACKFILL WITH SPECIFIED 4-WAY MIX AND TILL IN SPECIFIED PLANT HEALTH CARE'S 'HEALTHY START 3-4-3" AT A RATE OF 25 LBS. PER CUBIC YARD.
- C. INSTALL METAL EDGINGS TO SEPARATE ALL PLANTER BEDS FROM TURF AND AT LOCATIONS INDICATED ON PLANS.
- D. PLACE PLANTS IN STRAIGHT, EVENLY SPACED ROWS AT SPACING INDICATED ON DRAWINGS, TO UNIFORMLY FILL BEDS. USE TRIANGULAR SPACING METHOD UNLESS OTHERWISE INDICATED ON PLANS.
- E. WATER PLANTS THOROUGHLY IMMEDIATELY AFTER PLANTING. REPAIR SETTLED AREAS.
- F. ADJUST FINAL GRADES TO 1/2 INCH BELOW ADJACENT PAVING CURBS.
- G. SPREAD MULCH TO MINIMUM 4" DEPTH OVER PLANTING AREAS.

CLEANING AND ADJUSTING:

- A. REPAIR RUTS, HOLES AND SCARS IN GROWING SURFACE. PROVIDE POSITIVE DRAINAGE IN ALL AREAS.

LAWN APPLICATION:

- A. COORDINATION
 - 1. HYDROMULCH AND SOD AFTER TREE, SHRUB AND GROUNDCOVER INSTALLATION IS COMPLETE.
 - 2. CONTRACTOR TO COORDINATE WITH IRRIGATION CONTRACTOR TO ENSURE FUNCTIONAL IRRIGATION SYSTEM PRIOR TO ANY LAWN INSTALLATION.
- B. PREPARATION
 - 1. PRE-PLANT WEED CONTROL - IF WEEDS EXIST WITHIN PROPOSED TURF AREAS AT THE BEGINNING OF WORK, SPRAY WITH A NON SELECTIVE SYSTEMIC CONTACT HERBICIDE, AS RECOMMENDED AND APPLIED BY AN APPROVED LICENSED APPLICATOR. CLEAR AND REMOVE THESE EXISTING WEEDS UPON HERBICIDE'S COMPLETED ACTION BY GRUBBING OFF ALL PLANTS AT LEAST ¼" - 1" BELOW SURFACE OF THE SOIL.
 - 2. CONTRACTOR TO SCARIFY GROUND SURFACE TO A MINIMUM OF 2" DEPTH FOR ALL GRASSES AND REMOVE ALL STICKS, TRASH, ROCKS, AND OTHER DEBRIS AND DISPOSE OFF SITE.
 - 3. IF EXISTING SOIL IN AN AREAS IS FOUND TO BE CONTAMINATED OR OTHERWISE UNSUITABLE, CONTRACTOR SHALL PROVIDE COST PER CUBIC YARD TO REPLACE WITH SOIL SUITABLE FOR TURF.
 - 4. CONTRACTOR TO RAKE ENTIRE AREA, LEVELING ANY IMPERFECTIONS IN THE GRADE. LANDSCAPE CONTRACTOR TO ENSURE THAT THERE WILL BE POSITIVE DRAINAGE AND NO PONDING ON SITE. FINISHED GRADE OF LAWN AREAS TO BE ¼" BELOW TOP OF CURBS, SIDEWALKS, AND OTHER PAVEMENTS. REMOVE ANY LARGE (GREATER THAN 1") DIRT CLODS, ROCKS, AND TRASH AND PREPARE A SMOOTH, LEVEL, LOOSE AND COARSE SURFACE. LANDSCAPE ARCHITECT TO APPROVE FINE GRADING PRIOR TO ANY LAWN INSTALLATION. LAWN BED SHALL BE MOIST (BUT NOT MUDDY) TO RECEIVE SEED AND SOD.
- C. SOD INSTALLATION
 - 1. INCORPORATE SPECIFIED LAWN FERTILIZER AT SEVEN (7) POUNDS PER 1000 SQUARE FEET OF LAWN AREA FOR SOD.
 - 2. PRE-EMERGENT HERBICIDE APPLICATION: APPLY RECOMMENDED HERBICIDE TO LABEL INSTRUCTIONS IN TWO APPLICATIONS. THE FIRST APPLICATION WILL BE UP TO 10 DAYS PRIOR TO PLANTING. THE SECOND APPLICATION WILL BE 5 DAYS PRIOR TO PLANTING. USE CARE TO AVOID WIND DRIFT OR RUNOFF TO ADJACENT ORNAMENTAL TREE OR SHRUB PLANTINGS.
 - 3. LAY SOD WITHIN 24 HOURS FROM TIME OF STRIPPING.
 - 4. LAY SOD TO FORM SOLID MASSES WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL INTO MINOR CRACKS BETWEEN PIECES OF SOD; REMOVE EXCESS SOD TO AVOID SMOTHERING ADJACENT GRASS.
 - 5. SOD PADS SHALL BE OF FULLEST SIZE POSSIBLE; NO SOD SLIVERS WILL BE PERMITTED.
 - 6. FINISHED GRADE OF NEW SOD SHALL BE FLUSH WITH ADJACENT LAWN AND PAVEMENT. ENSURE POSITIVE DRAINAGE IN ALL AREAS.
 - 7. ROLL ENTIRE SODDED AREA WITH SOD ROLLER. WATER SOD THOROUGHLY.
 - 8. CONTRACTOR SHALL OVER SEED SOD AREAS WITH ANNUAL RYE GRASS IF LAWN INSTALLATION OCCURS SEPTEMBER 15 THROUGH APRIL 15 AT 8 LBS. PER 1,000 SQUARE FEET.
 - 9. SHOULD LAWN AREAS BE SEEDDED WITH ANNUAL RYE GRASS, THE CONTRACTOR SHALL RETURN TO THE SITE BETWEEN APRIL 15 AND MAY 15 TO RE-PREPARE FOR SODDING.
- D. HYDROSEED INSTALLATION
 - 1. FOR ALL HYDROSEED AREAS, INSTALL SOD STRIPS OF BERMUDA GRASS AT ALL BACKS OF CURBS WITHIN THE LIMITS OF CONSTRUCTION.
 - 2. LAWN AREAS TO BE SEEDDED IMMEDIATELY AFTER PREPARATION OF THE BED, APPLY A UNIFORM COAT OF HYDROSEED AT THE RATES SPECIFIED BELOW:
 - BERMUDA (MULLED) - 2 LBS. / 1,000 SQUARE FEET
 - ANNUAL RYE GRASS - 8 LBS. / 1,000 SQUARE FEET
 - WOOD CELLULOSE FIBER MULCH - 80 LBS. / 1,000 SQUARE FEET
 - FERTILIZER: "PHC FOR TURF" AT A RATE OF SEVEN (7) LBS. / 1,000 SQUARE FEET
 - INCORPORATE A TACKIFIER WITH MULCH CAP. DELAY IRRIGATION 8 HOURS TO PERMIT TACKIFIER TO SET.
 - 3. SEED AREAS WITHIN SEEDING LIMITS INDICATED ON THE PLAN AND AREAS DISTURBED BY CONSTRUCTION OPERATIONS.
 - 4. IMMEDIATELY FOLLOWING APPLICATION OF HYDROSEED, THE CONTRACTOR SHALL WASH EXCESS MATERIAL FROM PREVIOUSLY PLANTED MATERIAL, ARCHITECTURAL FEATURES, ETC.
 - 5. UPON ESTABLISHMENT OF LAWN, APPLY A POST EMERGENT HERBICIDE FOR CONTROL OF NUT GRASS AND WEEDS. FERTILIZE AT 45 DAY INTERVALS WITH SPECIFIED PHC FERTILIZER AT A RATE OF SEVEN (7) LBS. / 1,000 SF DURING THE 60 DAY MAINTENANCE PERIOD.
 - 6. SHOULD LAWN AREAS BE SEEDDED WITH ANNUAL TRY GRASS, THE CONTRACTOR SHALL RETURN TO THE SITE BETWEEN APRIL 15 AND MAY 15 TO RE-PREPARE SEED BED AND HYDROSEED WITH COMMON BERMUDA SEED IN ORDER TO ESTABLISH A PERMANENT TURF COVER IN ALL LAWN AREAS.

ACCEPTANCE:

A. PRIOR TO SCHEDULING A SUBSTANTIAL COMPLETION INSPECTION, LANDSCAPE CONTRACTOR SHALL THOROUGHLY CLEAN SITE OF ALL DEBRIS AND TRASH AND REPAIR ANY DAMAGE TO FINISH GRADE. WHEN LANDSCAPE WORK IS COMPLETE, A SUBSTANTIAL COMPLETION INSPECTION WILL BE HELD. FOLLOWING COMPLETION OF ANY FINCH LIST ITEMS GENERATED FROM THE SUBSTANTIAL COMPLETION INSPECTION, A FINAL INSPECTION WILL BE HELD AND, IF FOUND ACCEPTABLE, A CERTIFICATE OF FINAL ACCEPTANCE WILL BE ISSUED.

B. LANDSCAPE CONTRACTOR SHALL CONTINUE MAINTENANCE UNTIL FINAL ACCEPTANCE, AT WHICH TIME THE SPECIFIED MAINTENANCE PERIOD WILL BEGIN.

PROJECT: CIBOLO VALLEY HEIGHTS - CIBOLO, TX
ISSUE SET - AUGUST 24, 2024

UPLANDSTUDIOLANDSCAPE ARCHITECTURE

08-29-2024

CIBOLO VALLEY HEIGHTS
COMMUNITY PACKAGE

KOVE LANE
CIBOLO, TEXAS

REVISIONS:	DATE
OWNER REVISION	2025-02-26

PROJECT No:

24008

DATE:

AUGUST 29, 2024

SHEET:

OF

PLANTING SPECIFICATIONS

LP 2.2