



"City of Choice"
City Council Meeting
6:30pm - 10:30pm

Tuesday, August 27, 2024, 6:30 PM
200 S. Main St.
Cibolo, Texas 78108

Est. Duration: 3 hr 45 min

1: Call to Order

2: Roll Call and Excused Absences

2A. Excused Absence

3: Invocation

4: Pledge of Allegiance

5: Proclamation

5A. Proclamation designating September 2-6, 2024, as National Payroll Week.

6: Public Hearing

6A. Conduct a public hearing regarding a Conditional Use Permit request to allow a Convenience Storage use for 7.38 acres out of 12.7630 acres tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC. (Ms. Huerta)

6B. Conduct a public hearing regarding a Conditional Use Permit request to allow a Local Convenience Store (With Fuel Sales) use for certain real property located at 252 West Borgfeld Road, legally described as ABS: 216 SUR: A S LEWIS 1.8440 AC. (Ms. Huerta)

6C. Conduct a public hearing regarding a Comprehensive Sign Program application for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3, LOT 2 1.059 AC. (Ms. Huerta)

6D. Conduct a public hearing regarding a Comprehensive Sign Program application for certain real property located at 400 Cibolo Valley Drive, legally described as CIBOLO VALLEY DRIVE RETAIL, LOT 1, BLK A 1.557 ACS. (Ms. Huerta)

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. 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 pcimics@cibolotx.gov and vchapman@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. Consent Agenda - Consent Items (General Items)

8B. Approval of the minutes of the Special City Council Meeting held on August 8, 2024.

8C. Approval of the minutes of the Regular City Council Meeting held on August 13, 2024.

8D. Approval of the Final Plat of Cibolo Farms Unit 2 Subdivision.

9: Staff Update

9A. Administration

- a. Request for Proposals (RFP), Request for Bids (RFB), Request for Qualifications (RFQ)
- b. Capital Improvement Program - Updates on Projects

9B. Fire Department

10: Ordinances

10A. Approval/Disapproval of an Ordinance providing for the third amendment of the budget for the fiscal year 2023-2024. (Ms. Miranda)

10B. Approval/Disapproval of an ordinance for a Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3 LOT 2 1.059 AC. (Ms. Huerta)

11: Resolution

11A. Approval/Disapproval of a Resolution amending the Personnel Policy to include the regulation of paid Holidays for Regular Full-time Employees. (Ms. Sanchez)

12: Discussion/Action

12A. Discussion/Action to approve a change order with Guadalupe Valley Electric Cooperative (GVEC) to complete the work related to installation of City private fiber. (Mr. Beekman)

12B. Discussion/Action on approving a Joint Election Agreement and Election Service Contract between Guadalupe County and twelve different entities including the City of Cibolo. (Ms. Cimics)

12C. Discussion/Action awarding TischlerBise, Inc. a contract in the amount of \$89,800.00 for the creation of a Fiscal Impact Model. (Ms. Lee)

12D. Discussion/Action to approve a work order with Colliers Engineering & Design in the amount of \$256,800 to provide professional services to design a proposed 24" Sanitary Sewer extension for Venado West. (Mr. Gomez)

12E. Discussion/Action on an approval of a work order with ESP Associates in the amount of \$93,870 to design a 12" Water Main Extension on Haeckerville Rd. (Mr. Gomez)

12F. Discussion/Action to approve a Purchase Order with Brauntex for Asphalt in the amount of \$105,000 for the Mill & Overlay of Wiedner Road. (Mr. Gomez)

12G. Discussion/Action for purchase of the Carmanah School Flasher system(s), peripheral equipment, and software subscription from MoboTrex, Inc. through BuyBoard Contract #703-23 in an amount not to exceed \$120,250.00. (Mr. Beekman)

12H. Discussion/Action on allowing the City Manager to approve a contract with Tyler Technologies for the purchase of a Records Management System (RMS) for the City of Cibolo Police Department. (Chief Andres)

12I. Discussion/Presentation regarding a hotel market study for property at or near 590 W FM 78. (Mr. Hartley)

12J. Discussion/Presentation on the Cibolo Police Department School Resource Officer (SRO) Job Description and Standard Operating Policy (Chief Andres), and Police Department Recruiting and Hiring Overview. (Officer Balderas)

12K. Discussion on engaging Senator Campbell and other legislators to discuss the property tax exemption. (Councilman Benson)

12L. Discussion on the annual review of the City Manager, City Attorney and the City Secretary to include the timeline for completion. (Councilman Benson)

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

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

12O. Discussion on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date and place of additional special meetings or workshops. (Ms. Cimics)

13: 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. Hunter Creek MUD Petition

13B. Google Fiber letter of request for ROW

14: Open Session

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

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 _____ 2024.

Name and Title

Date Posted: 2024-08-21T20:20:59.059Z



City Council Regular Meeting Staff Report

Proclamation designating September 2-6, 2024, as National Payroll Week.

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Proclamation Item: 5A
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[National Payroll Week Sept 2024.pdf](#)



Proclamation by the Mayor of the City of Cibolo designating September 2-6, 2024, as National Payroll Week

Whereas the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

Whereas payroll professionals in Cibolo, Texas play a key role in maintaining the economic health of Cibolo, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

Whereas payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and

Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

Whereas payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

Whereas payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

Whereas the week in which Labor Day falls has been proclaimed National Payroll Week, I hereby give additional support to the efforts of the people who work in Cibolo, Texas and of the payroll profession by proclaiming the first full week of September Payroll Week for Cibolo, Texas.

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 27th day of August 2024.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

Conduct a public hearing regarding a Conditional Use Permit request to allow a Convenience Storage use for 7.38 acres out of 12.7630 acres tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC. (Ms. Huerta)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Public Hearing Item: 6A
From	
Lindsey Walker, Planner I	
Staff Contact(s)	
Susana Huerta,	

CITY COUNCIL ACTION: Conduct 2nd Public Hearing

PLANNING & ZONING COMMISSION ACTION: Approval with conditions by 7-0

PROPERTY INFORMATION:

Project Name: CUP-24-04
 Owners: David Marbach
 Representative: Jonathan McNamara, Matkin Hoover Engineering
 Location/Area: 21105 Old Wiederstein Road, 7.38 acres
 Location: Old Wiederstein Road
 Council District: 5
 Future Land Use: Commercial
 Existing Zoning: Retail/Office (C-3)
 Requested Zoning: Conditional Use Permit (CUP)
 Proposed Use: Convenience Storage

FINDINGS:

A zoning request is specifically about land use, not the future engineering of the land itself, and should meet criteria per UDC Article 4.3.1.5. Decisions regarding future engineering of the land occur with the platting process, where the property’s design is known. The applicant lot is located west of the intersection of Old Wiederstein Road and FM 1103. It is within the Retail/Office (C-3) zoning district. West of the property is a homestead within the Low Density Single-Family (SF-2) residential zoning district. North of the property are commercial and residential uses within the City of Schertz. The remaining surrounding property is zoned C-3. The applicant is proposing a three-story Convenience Storage business as part of a large-scale commercial development on the full 12-acre property. The applicant has revised their application, reducing the area of the CUP from 7.38 to 3.93 acres out of the approximately 12-acre property. This revision removes the drive-up storage area in the rear of the property. The revised CUP encompasses the three-story building, which is expected to house 850-900 storage units.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on July 21, 2024, and the [City Website](#). Individual letters were sent by mail to 24 property owners within 200' of the site. To date, staff has received one (1) in favor of and zero (0) in opposition. Public Hearings are scheduled on August 14, 2024 (Planning & Zoning Commission), and on August 27, 2024 (City Council). Approval/Disapproval of the zoning ordinance is tentatively scheduled for the September 10, 2024, City Council meeting.

STAFF CONCLUSIONS:

Staff recommends, should Council approve the CUP for Convenience Storage use for property located at 21105 Old Wiederstein Road, that it be subject to the following conditions:

1. Site Plan – A site plan in compliance with UDC Sec. 12.3.2 must be submitted for review and shall not substantially deviate from the concept plan approved with the CUP.
2. Building & Fire Codes – Applicant must comply with all Building and Fire Code requirements.
3. Permits & Inspections – All required building permits and Certificate of Occupancy must be obtained. All permit applications submitted for this property are subject to the requirements of the Code.
4. Additional Uses – No other conditional uses are allowed under this conditional use permit.
5. Recordation of Plat – A subdivision plat must be submitted for review and approval with the City of Cibola and recorded upon completion.
6. Retail/Office (C-3) Regulations - All regulations of the Retail/Office (C-3) Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
7. Review fees - All fees associated with the review and processing of the application must be paid in full.

CITY COUNCIL ACTION:

1. **Approve** the requested CUP for a Convenience Storage use for property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC.
2. **Approve** the requested CUP for a Convenience Storage use for property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC, *and any additional conditions City Council may require.*
3. **Deny** the requested CUP for Convenience Storage use, *with findings.*

STAFF ANALYSIS:

Unified Development Code (UDC) Section 4.3.2 – Conditional Use Permit Approval Considerations

A CUP is intended to provide some flexibility to traditional zoning by offering a mechanism to balance specific site constraints and development plans with the larger interest of the community and the integrity of the UDC. An application for a CUP follows the same process as a Zoning Map Amendment Process (rezoning). The Permit, if granted, may include conditions placed upon the development of the property. The Planning & Zoning Commission and City Council shall consider the following, at a minimum, in conjunction with its deliberations for approval or denial of the application and the establishment of conditions: *(for reference, [UDC](#) and [Comprehensive/Master Plan](#))*

A. Consistency with the Comprehensive Master Plan;

Comprehensive/Master Plan – Future Land Use Categories – Commercial

Appropriate Land Use Types: The appropriate primary and secondary uses allowed in areas designated as neighborhood commercial include all the commercial and civic uses set out in Retail / Office (C-3) or General Commercial (C-4) districts in the City's Code of Ordinances. Primary uses allowed in the neighborhood or transitional residential future land use categories could be considered as long as they were part of a larger planned unit development and comprise no more than 25 percent of the land area devoted to the entire development.

Compatible Zoning Districts (P.46 from Comp Plan):

Retail/Office (C-3) | General Commercial (C-4) | Planned Unit Development (PUD)

STAFF FINDING: Convenience Storage use is allowed with a CUP and by right within the C-3 and C-4 zoning districts, respectively, which complies with the appropriate land use types called out in the Comprehensive Master Plan for Commercial land uses. Therefore, the requested CUP is consistent with the Comprehensive Master Plan.

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

Comprehensive/Master Plan – Future Land Use Categories – Commercial

Intent & Character – The commercial future land use category is intended for areas that will be developed to support local and regional nonresidential businesses that rely on higher traffic volumes. In this regard, these areas are primarily located along collector or arterial roadways such as I-10 and I-35, FM 78 and 1103, Cibolo Valley Drive, and the non-downtown areas of Main Street. These areas are typically comprised of nonresidential uses of varying lot sizes and intensities and configured in a manner that predominantly serves the automobile. While these areas will always be auto-oriented, there is room for improved pedestrian and bicycle accommodation and higher quality development.

STAFF FINDING: The Zoning Map Amendment will promote the health, safety, or general welfare of the City and the safe and orderly development of the City as it complies with the intent of the Comprehensive Master Plan for Commercial land use types.

C. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk, scale, setbacks and open spaces, landscaping and site development, and access/circulation.

UDC Section 14.O.13 General Retail/Office

a. Intent – The Retail/Office District establishes a broad range of business operations, services and commercial development requiring arterial or collector street access. This district is intended for a variety of office, institutional and indoor retail uses that are designed to make the most efficient use of existing infrastructure and provide for orderly transitions and buffers between districts and uses. This district should facilitate economic development activities that will strengthen neighborhoods; promote the development of targeted industries and provide community balance; provide educational and employment opportunities; and encourage local economic investment for citizens of Cibolo.

b. Permitted uses – general retail, office and service uses

c. Specific uses – subject to Site Plan approval, completely enclosed general retail, office and service uses

Lot Area	Lot Width	Front Setback	Rear Setback	Side Setback	Max Impervious Coverage	Maximum Height
N/A	70'	25'	15'	15'	75%	45'

STAFF FINDING: The UDC provides lot design guidelines within the Retail/Office (C-3) Zoning District that are designed in scale for compatibility with surrounding commercial developments. The proposed use would be compatible with abutting sites since the applicant property is located within a developing commercial area.

D. Potential unfavorable impacts on existing or permitted uses on abutting sites, the extent that such impacts exceed those which reasonably may result from use of the site by a permitted use;

UDC Section 13.2 Uses allowed by right and with a Conditional Use Permit (CUP).

C-3 uses allowed by right	C-3 allowed with CUP
Administrative and Business Offices	Automotive Rentals
Administrative Services	Automotive Service Station *
Artisan Sales	Commercial Off-street Parking
Artisan/ Culinary Classes (Specialty Classes)	Concrete/Asphalt Batching Plant (Temporary)
Bar/Micro Brewery **	Farmers Market
Business Services	Food Truck, Park

Business Support Services	Indoor Gun Range
Clinic	Laundry Services, Laundry Mat
Club or Lodge	Pawn Shop
Consumer Repair Services	Research and Development Services
Cultural Services	Transportation Terminal
Day Care Services (General Commercial)	Warehousing and Distribution
Day Care Services (Group)	a.) Convenience Storage
Financial Services	Winery/Production Brewery
Fitness Studio/ Health Spa	
Food Sales; Grocery	
Food Truck, Ancillary	
General Retail Sales, Neighborhood Scale	
Health Care Offices	
Laundry Services: Dry Cleaning	
Life Care Services *	
Local Utility Services	
Outdoor Sports and Recreation (Light)	
Personal Services	
Pet Services	
Postal Facilities	
Professional Office	
Restaurant, Convenience	
Restaurant, Neighborhood	
Safety Services	
Veterinary Services	
Amusement Center	
Automotive Washing	
Automotive; Minor Repairs/Service	
Big Box Store *	
Building Maintenance Services	
Business or Trade School	
College and University Facilities	
Community Treatment Facility *	
Convalescent Services	
Funeral Services	
General Retail Sales, Regional *	
Hospital Services	
Hotel-Motel	
Ice Dispensing; Portable Building/Structure *	
Indoor Entertainment	
Indoor Sports and Recreation	
Liquor Store **	
Local Convenience Store (With Fuel Sales)	

Local Convenience Store (Without Fuel Sales)	
Restaurant, Fast Food	
Service Station *	
Tire Dealer (No Open Storage)	

*Subject to supplemental use regulations of UDC Article 6.

STAFF FINDING: The proposed Convenience Storage use is compatible with other uses permitted by the C-3 district. Staff does not foresee unfavorable impacts as a result of approving the CUP. The applicant will have to comply with all UDC regulations, including parking and landscape buffer requirements to further mitigate unfavorable impacts.

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

Comprehensive/Master Plan – Future Land Use Categories – Commercial

Moving Forward - New commercial development should be located and take access from an arterial roadway, or a newly constructed collector roadway that is appropriately designed to handle larger traffic volumes. New commercial development should include improved standards for building form and architecture, buffering, landscaping, and signage. Minimum lot sizes should not be needed provided that all other minimum requirements (e.g., parking, landscaping, setbacks, etc.) are met without the need for a variance. Bicycle and pedestrian accessibility and safety should be considered in new development, including connecting sidewalks from the right-of-way to the front door and the addition of bike racks.

STAFF FINDING: The proposed Convenience Storage use conforms with all applicable regulations as well as the intent of the Comprehensive Master Plan. Additional standards must be adhered to, including a landscape buffer in compliance with UDC Sec. 17.1.L.1 along the west property line adjacent to the SF-2 zoning district. Requirements are as follows:

A non-residential or multi-family use adjacent to, or directly facing, a single-family zoning district shall provide a minimum twenty (20') foot landscape buffer adjacent to the property line of the residential use or residentially zoned property.

Landscape buffer trees:

A minimum of one (1) large tree shall be planted for each forty linear feet (40'), one (1) medium tree every thirty linear feet (30'), one (1) small tree every twenty (20') linear feet, or any combination thereof, within landscape buffer.

Landscape buffer shrubs:

A minimum of ten (10) shrubs shall be planted for each forty (40') linear feet of landscape buffer. Buffer shrubs shall be evergreen or similar, a minimum of eighteen (18") inches in height at time of planting and of a variety that can be expected to reach four to five (4-5) feet in height within three (3) to five (5) years of initial planting.

All other areas within the landscape buffer shall be covered with grass or another solid vegetative cover approved at the time of Site Plan approval. The buffer wall standards below shall also be applicable.

F. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use.

STAFF FINDING: Staff do not foresee major impacts to traffic as a result of granting the CUP, as Convenience Storage use does not typically generate a large amount of traffic. A Traffic Impact Analysis (TIA) during the platting and site plan processes to determine the true impact and how the applicant plans to mitigate unfavorable impacts

This information is being provided to remind City Council of the recommendation in this recently approved plan. This strategic plan provides suggestions about site analysis of different areas in the City. This property is in the I-35 Corridor area. The potential development of this land is found under Mid-term Strategies. For the area along FM 1103, it describes a "Scaled Development Approach" as follows:

Given Cibolo's limited availability of assets with access to I-35, it's paramount to maximize the economic potential of these remaining vacant parcels. These parcels located along 1103 are ideally suited for a town-center style development, designed to infuse energy into the area without sacrificing the community's character. To this point, RKG Associates highly recommends these parcels be developed through a scaled-down approach. This involves concentrating the highest density development along the frontage of 1103 while decreasing the development density moving away from 1103. Configured within these decreasing densities would include transitional housing types, such as townhomes and missing middle housing typologies (e.g., duplexes, triplexes, cottage homes...).

The depth of these parcels from 1103 enable this scaled approach to development. A design concept would entail 5-6 story mixed-use buildings fronting 1103 with ground floor commercial (and potentially second floor office) with medium density residential behind these buildings and scaling back to patio homes or cottage-style single family homes as you get closer to the Warbler Woods Bird Sanctuary. The intent of this approach is to maximize the commercial opportunities for Cibolo (retail/service, job creation) in a manner that is supported through better walkability and increased market demand. This concept also diversifies the city's housing supply with a range of ownership (cottage homes, townhouses) and rental properties that can appeal to a variety of senior and working-aged households.

Attachments

[Application](#)

[Site Plan](#)

[Revised Site Plan](#)

[Property Map](#)

[Applicant Presentation](#)

[Response F.1](#)

[EDC Strategic Plan - I-35 Area Pages.pdf](#)



City of Cibolo
 Planning Department
 201 Loop 539 W/P.O. Box 826
 Cibolo, TX 78108
 Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - CONDITIONAL USE PERMIT

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: Old Wiederstein Rd Self Storage

Total Acres: 7.38 Survey Name: 0 Old Wiederstein Road Abstract No.: 277

Project Location (address): 0 Old Wiederstein Rd, Cibolo, TX

Current Zoning: C3 Overlay: None Old Town FM 78

Proposed Zoning: C3 # of Lots: 1 # of Units: 1

Please Choose One: Single-Family Multi-Family Commercial Industrial
 Other

Current Use: Undeveloped Total Proposed Square Footage: 97,736.49sf

Proposed Use: Self Storage Units (Commercial/Industrial only)

Applicant Information:

Property Owner Name: David S. Marbach

Address: 21001 OLD WIEDERSTEIN RD City: Cibolo

State: Texas Zip Code: 78108 Phone: (210) 323-2598

Email: dmarbach83@yahoo.com Fax: N/A

*Applicant (if different than Owner): MatkinHoover Engineering (Jonathan McNamara)

* Letter of Authorization required

Address: 8 Spencer Rd Suite 100 City: Boerne

State: TX Zip Code: 78006 Phone: (830) 249-0600

Email: groupjon@matkinhoover.com Fax: N/A

Representative: MatkinHoover Engineering (Jonathan McNamara)

Address: 8 Spencer Rd Suite 100 City: Boerne

State: TX Zip Code: 78006 Phone: (830) 249-0600

Email: groupjon@matkinhoover.com Fax: N/A

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Jonathan McNamara
 Owner or Representative's Signature
Jonathan McNamara
 Typed / Printed Name

State of Texas

County of Kendall

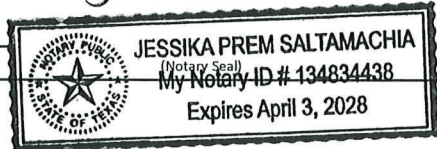
Before me, Jessika Prem Saltamachia, on this day personally appeared
 Name of Notary Public

Jonathan McNamara, to be the person(s) who is/are subscribed to the
 Name of signer(s)

foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of July 2024.

Jessika Prem Saltamachia
 Notary Public Signature



City of Cibolo Use Only
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number

July 2, 2024

City of Cibolo Planning Department
201 W Loop 539
Cibolo, Texas 78108

Re: Old Wiederstein – Narrative of Application Request – Conditional Use Permit
MatkinHoover Job No. 3402.00

Dear City Staff,

This letter serves to accompany the Conditional Use Permit for Old Wiederstein site in Cibolo Texas. After evaluating the site conditions, topography, adjacent development, and depth of lot, it has been determined there is sufficient demand to propose a Conditional Use Permit for the proposed site plan area (attached).

It can be seen that within the attached package, the subject property will include a proposed three-story self-storage unit with some element of larger drive-up self-storage units in the back of the building, along with an interior single-story drive-up climate-controlled building in the rear portion of the subject property. This allows only for pursuance of the Conditional Use Permit for C3 in the proposed zoning case with the city. Notably, in the attached revised Site Plan, the proposed area will have excellent screening from both the front future retail as well as for the property behind located in the back. Please see the entire plan as a unit that can work in continuity to further provide services and availability for the growing demand

Should you or your staff have questions, comments, or require additional information, please feel free to contact our office.

Sincerely,
Matkin Hoover Engineering & Surveying
TBPE Firm Registration No. F-4512



Jonathan McNamara, EIT
Assistant Project Manager

LEGEND

- PROPERTY BOUNDARY
- ADJOINING LOT
- CONDITIONAL USE BOUNDARY
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- PROPOSED PHASE BOUNDARY
- PROPOSED DETENTION AREA
- CROSS ACCESS/PARKING EASEMENT

SCALE: 1"=50'

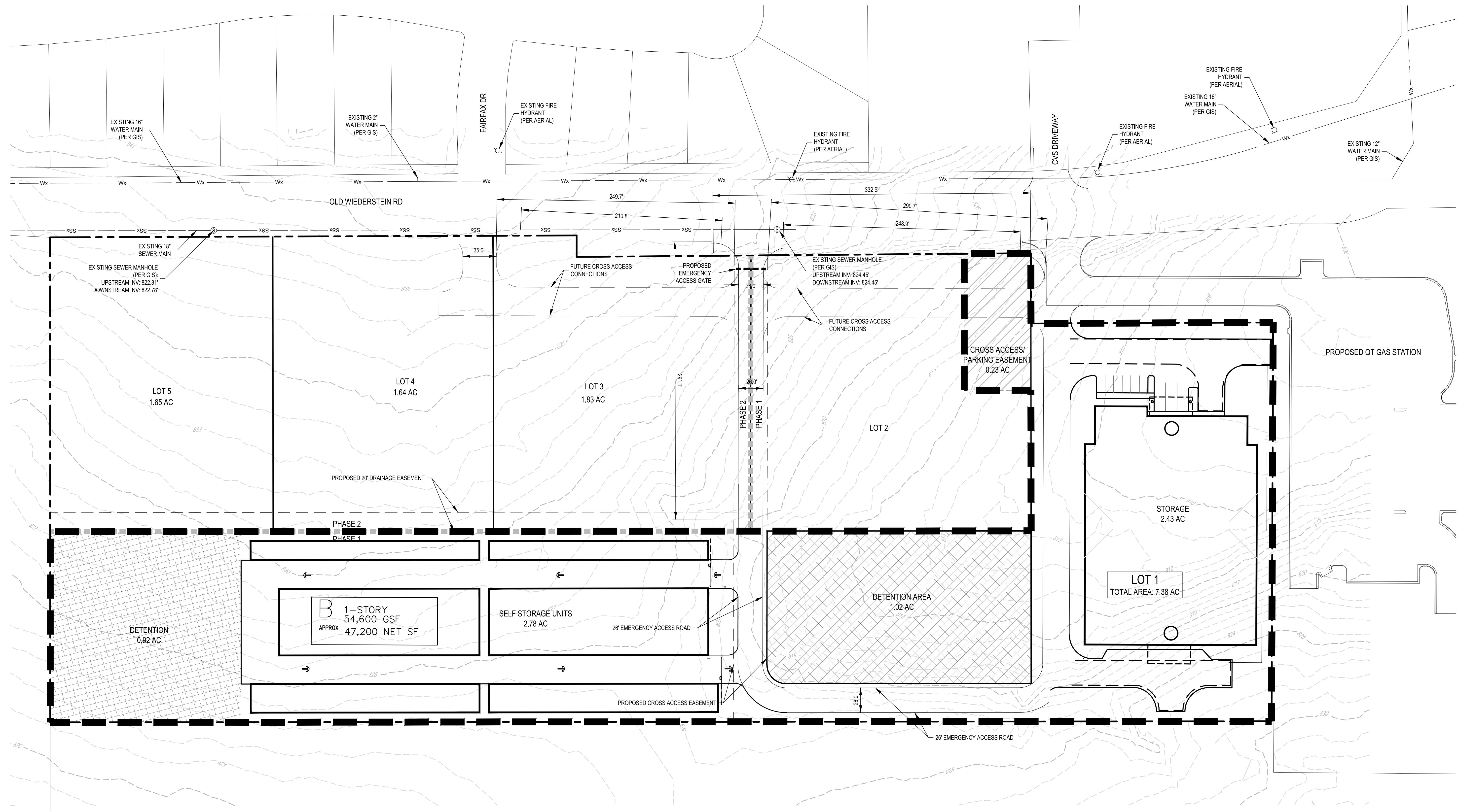
SHEET SIZE: 24" x 36"

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511.

REVISIONS:

MATKINHOOPER
ENGINEERING & SURVEYING

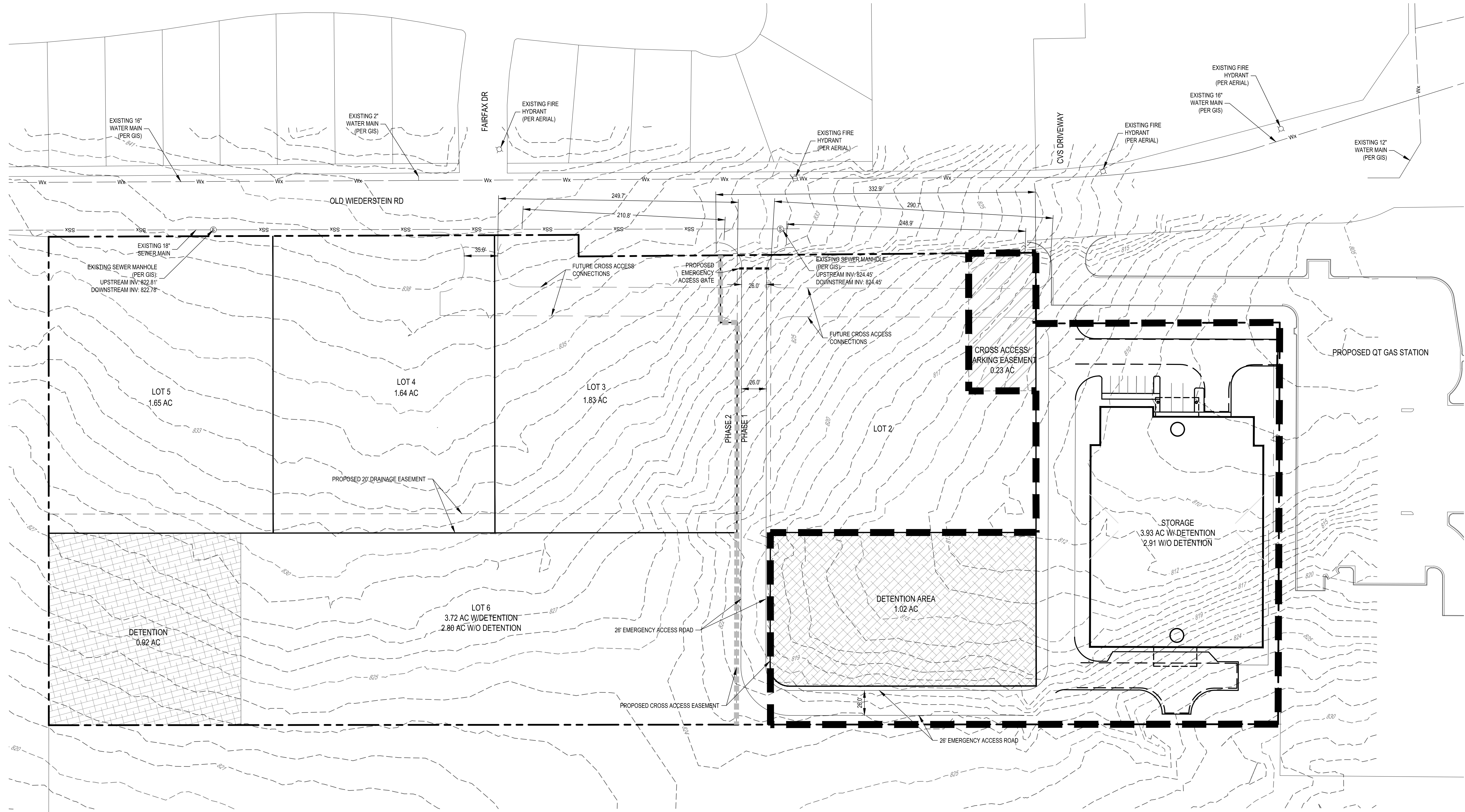
3305 SHELL ROAD SUITE 100
BOURNE, TEXAS 78006
OFFICE: 312.868.2244
CONTACT: MATT@MATKINHOOPER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-1002400



SITE PLAN FOR
OLD WIEDERSTEIN STORAGE
CIBOLA, TEXAS

FIG 7.0

JOB NO.	3402.00
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SHEET #	



LEGEND

- PROPERTY BOUNDARY
- ADJOINING LOT
- CONDITIONAL USE BOUNDARY
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- PROPOSED PHASE BOUNDARY
- PROPOSED DETENTION AREA
- CROSS ACCESS/PARKING EASEMENT

SCALE: 1"=50'

SHEET SIZE: 24" x 36"

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511.

REVISIONS:

MATKINHOOPER
ENGINEERING & SURVEYING


3305 SHELL ROAD SUITE 100
BOURNE, TEXAS 78006
OFFICE: 312.868.2244
CONTACT: MATT@MATKINHOOPER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-1002400

SITE PLAN FOR
OLD WIEDERSTEIN STORAGE
CIBILO, TEXAS

FIG 7.0

JOB NO.	3402.00
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SHEET #	

Property Information Map 21105 Old Weiderstein Rd

-  Property of Interest
-  City of Cibolo Sewer Service Area
-  Neighborhood Commercial (C1)
-  Retail / Office (C3)
-  Low Density Single-Family Residential (SF2)
-  Parcel Boundries

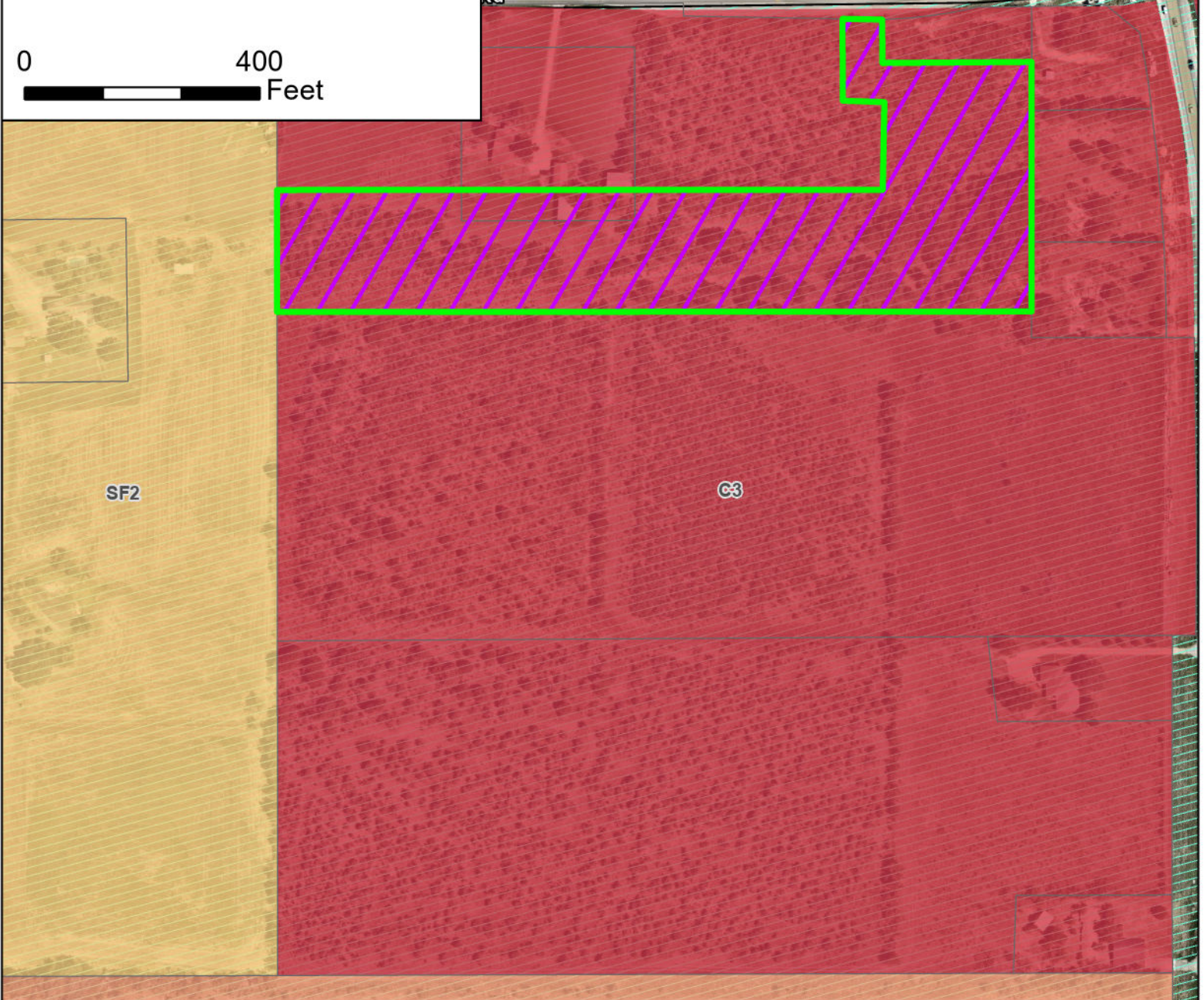
Water Service: GVSUD

Sewer Service: City of Cibolo

Council District: 5

Zoning: Retail / Office (C3)

0 400
Feet



Jeff Eckols
Intergold Investments, LLC
jeckols@gmail.com
(210) 386-7686

Cibolo Self-Storage CUP

21001 Old Wiederstein Road, Cibolo, TX 78108



- Guadalupe County: 14.76 +/- acres
- Property ID: 69856 & 69857
- Proposed 3-story 123,750 GSF climate-controlled Storage building
- 19,956 cars per day on FM1103
- Population over 48,328 within 3 miles; 90,617 within 5 miles
- Strong market demographics and development in the market area

Area Retail Map



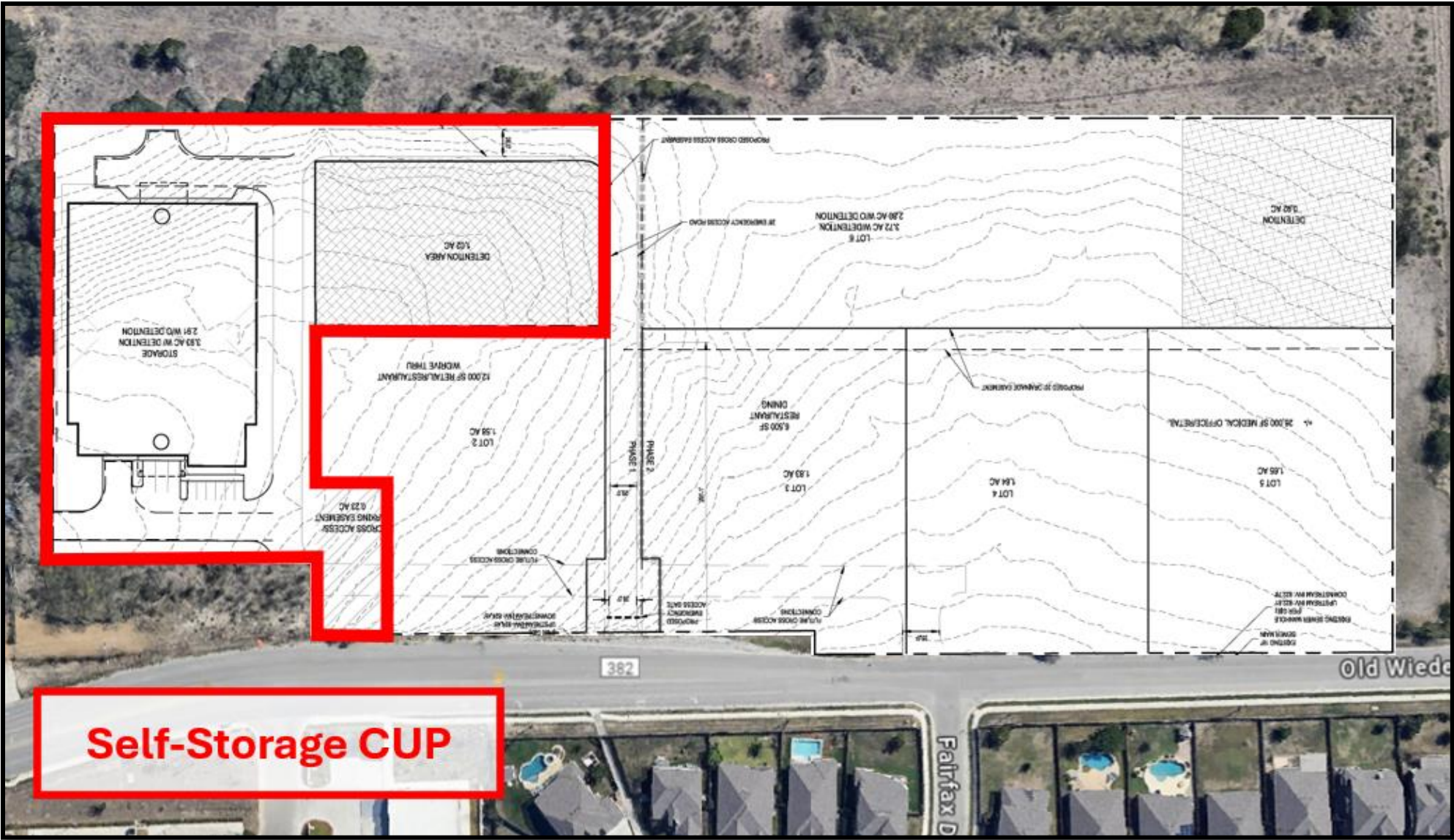
Property Appraiser Map



Area Development



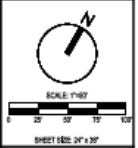
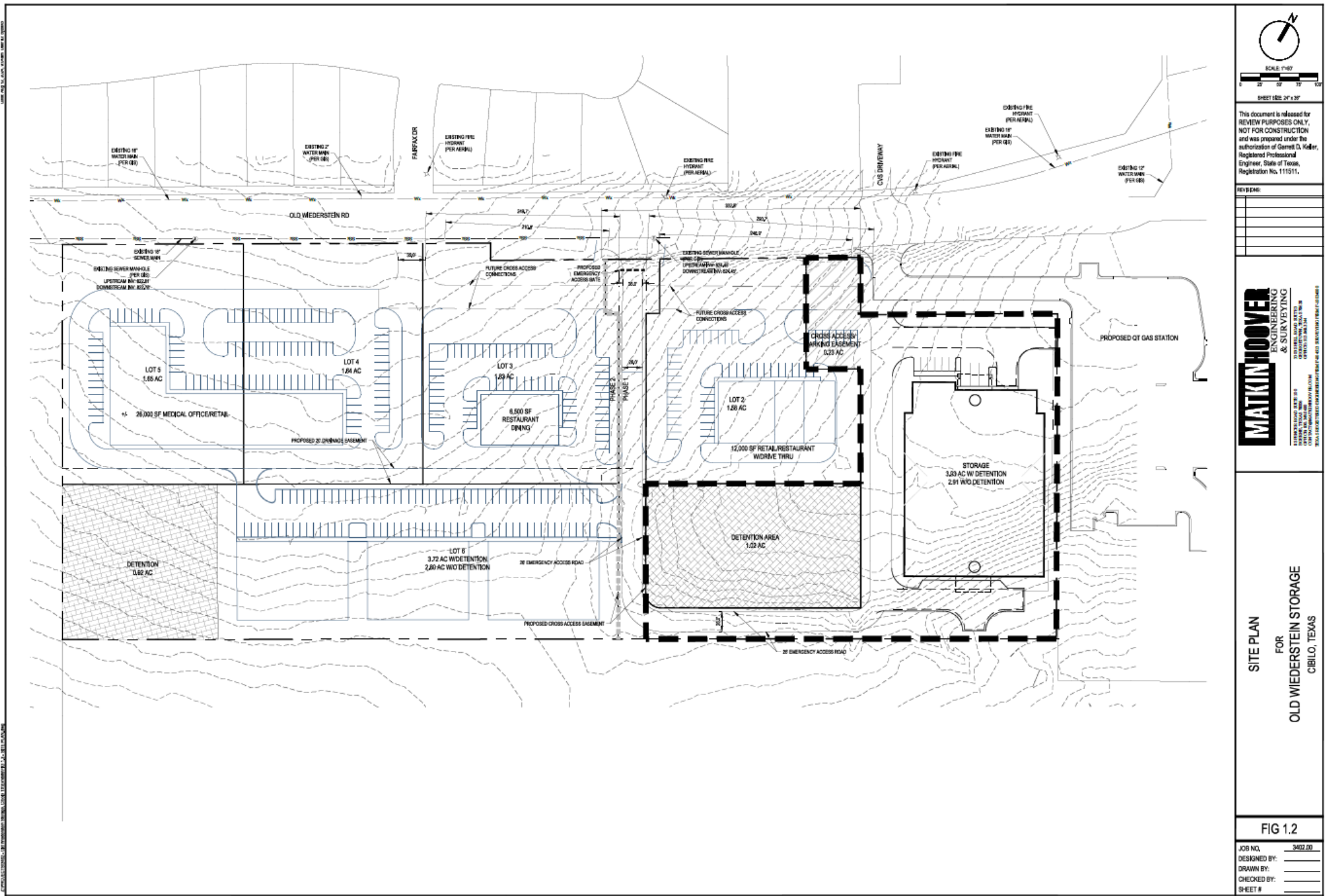
Storage CUP Site Plan



Mixed-Use Concept Plan



Mixed-Use Site Plan



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REVISED:

MATKINHOVER
ENGINEERING
& SURVEYING

REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
REGISTRATION NO. 111511

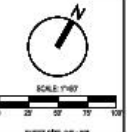
1100 W. UNIVERSITY BLVD., SUITE 100
DALLAS, TEXAS 75201-2888
TEL: 972.243.1111 FAX: 972.243.1112

SITE PLAN
FOR
OLD WIEDERSTEINE STORAGE
CIBOLO, TEXAS

FIG 1.2

JOB NO.	3402.DD
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Topographical Map



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REVISIONS:

NO.	DATE	DESCRIPTION

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 DALLAS, TEXAS 75244
 PHONE: (214) 343-1111 FAX: (214) 343-1112
 WWW.MATKINHOOPER.COM

SITE PLAN - AERIAL
 FOR
OLD WIEDERSTEIN STORAGE
 CIBILLO, TEXAS

FIG 1.0

JOB NO.	3402.00
DESIGNED BY:	_____
DRAWN BY:	_____
CHECKED BY:	_____
SHEET #	_____



Notice of Conditional Use Permit Petition



July 16, 2024

Dear Property Owner,

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

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

In accordance with Cibolo Code of Ordinances, the Cibolo Planning and Zoning Commission will hold a public hearing on **Wednesday, August 14, 2024 at 6:30 p.m.** at the **Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas**, and the Cibolo City Council will hold a public hearing on **Tuesday, August 27, 2024 at 6:30 p.m.** at the **Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas.**

The Conditional Use Permit proposal is as follows:

The purpose of both meetings is to hear public testimony regarding a Conditional Use Permit to allow a Convenience Storage use for 7.38 acres out of 12.7630 acres tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC.

Applicant: Jonathan McNamara, MatkinHoover Engineering and Surveying

Sincerely,
Lindsey Walker, CNU-A
Planner
lwalker@cibolotx.gov

REPLY NOTICE (CUP-24-04)

Name (please print): David Marbach

Address (In relation to Map Exhibit): 21001 Old Wiederstein

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Conditional Use Permit you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:	City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
IN PERSON:	City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NOT accepted at this address)
EMAIL:	Take a photo or scan it to planning@cibolotx.gov

In Favor Opposed

Comments:

Signature: *David Marbach*

Date: 7/21/24

May 6, 2024

STRATEGIC ECONOMIC DEVELOPMENT PLAN

City of Cibolo, Texas



Prepared by:

RKG
ASSOCIATES INC

RKG Associates, Inc.
Economic, Planning and Real Estate Advisors

2121 Eisenhower Avenue, Suite 402
Alexandria, VA 22314
Tel: 703.739.0965
www.rkgassociates.com

6. OPPORTUNITY SITE ANALYSIS

INTRODUCTION & METHODOLOGY

As part of this effort, RKG Associates worked with City staff and the Economic Development Corporation (EDC) board of directors to understand specific economic development opportunity sites within Cibolo. The analysis focused on identifying the economic activity centers within Cibolo (within the city limits of Cibolo, specifically), and then assessing if there are any parcels—or collection of parcels—that currently have a competitive advantage to catalyze new investment or bolster the economic potential of that area.

The first step was to determine the existing economic activity centers in Cibolo. RKG, city staff, and the EDC board analyzed properties in Cibolo to evaluate those areas that contain high concentrations of commercial activity, appropriate infrastructure and transportation capacity, and geographic proximity to local and regional consumer bases. Multiple areas were identified, with each area being defined to best reflect current and projected boundaries to accommodate non-residential and mixed-use development, infill development, adaptive reuse, or redevelopment.

The next step was to identify properties within each economic activity center that demonstrate the potential to attract and sustain business investment consistent with the vision for that area and can serve as a catalyst to advance the City's goal to attract and retain business. Several physical, spatial, and political factors were considered to determine the properties with the greatest investment potential:

- **Parcel Size** – The size of the parcel determines the scale of the development opportunity. Larger parcels can more easily accommodate infill or redevelopment. To this point, larger parcels were weighted higher as potential investment sites.
- **Vacancies** – Undeveloped parcels are easier to develop than built properties requiring infill investment, adaptive reuse of existing structures, or redevelopment through demolition. Simply put, the cost structure of developing vacant land is lower. To this point, vacant parcels scored higher than built parcels.
- **Agricultural Uses** – Agricultural uses constitute a large proportion of developable land in Cibolo and can be a barrier to development as property owners may be reluctant to sell their land. Land allocated for agricultural use was assessed individually to understand the current and future use of the property. Sites where agricultural use is determined to be temporary or transitional (e.g., a single farm animal on a pasture) were scored higher than those with active, intense agricultural uses (e.g., active ranches or fields).

- ***Environmental Constraints*** – Several floodplains extend north to south throughout the City, limiting opportunities that are impacted by the floodplain. Flooding challenges are well known in Cibolo and throughout Texas. Properties impacted by floodplain or other environmental constraints were scored lower than those unencumbered by such issues.
- ***Land Uses*** – Incompatible land uses given the context of the overall commercial corridor were considered for infill development or redevelopment opportunities (e.g., trailer parks in commercial areas). In other words, parcels that are underutilized (from a density perspective) or inconsistent with the defined vision scored higher than similar properties with development.
- ***City Priority Areas*** – Specific economic activity areas containing properties that have generated interest and proposals from the development community (e.g., Cibolo Crossing at I-35). Staff and the EDC board identified specific areas of particular interest for economic development investment, which were incorporated in the opportunity site analysis.
- ***Underutilized Properties*** – For the purposes of this assessment, properties in economic activity centers with Floor Area Ratios (FAR) below 0.25 are considered underutilized. Increasing the densities of properties in walkable, mixed-use economic activity center can build upon its success and strengthen the City’s potential to attract greater investment.
- ***Employment Patterns and Daytime Population*** – Properties near concentrated employment clusters, especially in proximity to facilities that relate to the City’s identified target industries (production-based industries) were scored higher than those more isolated or further away from these locations.

The result of this effort is detailed in Map 6-1. As seen, a total of six economic activity centers were identified for further analysis. It is important to note that these areas (listed below) reflect those locations with the greatest current, or short-term (less than five years) opportunity for economic development investment and coordinate with the City’s comprehensive plan. That said, other areas also have economic activity potential that could be considered as the city’s development patterns evolve and/or local community priorities shift.

- I-35 Corridor
- 1103 Crossing
- FM-78 East
- FM-78 West
- Downtown
- I-10 Corridor

Map 6-1: Cibolo Economic activity Areas



Source: City of Cibolo, Working Group, RKG Associates Inc., 2023

I-35 Corridor

The Interstate-35 economic activity center consists of properties with the most direct access to Interstate-35 within the City of Cibolo. Cibolo Crossing, a major retail development consisting of regional anchors including the Santikos Movie Theater, occupies the City's entire frontage along I-35. The west side of the study area consists of substantial land acreage, offering development opportunities that can capitalize on the proximity to the interstate without having direct access or visibility. The study area is considered Cibolo's most viable opportunity to create a vibrant economic stronghold that acts as a regional attraction in the short-term.

SHORT TERM STRATEGIES

I35: 1, Intensive Infill Development

Cibolo Crossing is a catalytic development within Cibolo. The property already has attracted regional businesses and has the capacity for additional development. It is RKG Associates'

understanding that the current owner has phased development plans for the undeveloped parcels along I-35 and the parcels across Ripps Kreuzler Road. That said, the City should engage with the owner to ensure buildout at Cibolo Crossing maximizes the economic development potential for the community. Simply put, this site is the City's best short-term economic development asset. RKG encourages the City to collaborate with the owner to build out Cibolo Crossing with high concentrations of vertical mixed-use buildings, reflecting a robust live-work-play activity center.

Vertical mixed-use buildings should be designed to accommodate substantial new housing units, supported by ground-floor retail to foster a vibrant street life. This walkable development pattern will also encourage professional office opportunities, bringing a more diverse job market to Cibolo. Without the strong live-work-play concept, attracting new office space in this area will be more challenging. Additionally, this intensive strategy is essential for generating the necessary population density to drive consumer demand, stimulating further investment in restaurants and retail outlets.

MID TERM STRATEGIES

I35: 2, Scaled Development Approach

Given Cibolo's limited availability of assets with access to I-35, it's paramount to maximize the economic potential of these remaining vacant parcels. These parcels located along 1103 are ideally suited for a town-center style development, designed to infuse energy into the area without sacrificing the community's character. To this point, RKG Associates highly recommends these parcels be developed through a scaled-down approach. This involves concentrating the highest density development along the frontage of 1103 while decreasing the development density moving away from 1103. Configured within these decreasing densities would include transitional housing types, such as townhomes and missing middle housing typologies (e.g., duplexes, triplexes, cottage homes...).

The depth of these parcels from 1103 enable this scaled approach to development. A design concept would entail 5-6 story mixed-use buildings fronting 1103 with ground floor commercial (and potentially second floor office) with medium density residential behind these buildings and scaling back to patio homes or cottage-style single family homes as you get closer to the Warbler Woods Bird Sanctuary. The intent of this approach is to maximize the commercial opportunities for Cibolo (retail/service, job creation) in a manner that is supported through better walkability and increased market demand. This concept also diversifies the city's housing supply with a range of ownership (cottage homes, townhouses) and rental properties that can appeal to a variety of senior and working-aged households.

LONG TERM STRATEGIES

I35: 3, Design corridors, not islands

Just south of the I35: 2 opportunity site are several vacant parcels delineated for single-use commercial frontage. This form of commercial development is prototypical in Cibolo, especially as isolated convenience retail strip centers on the outskirts of subdivisions. While single-use commercial frontage may generate tax revenues, its isolation and lack of pedestrian accessibility limit its economic potential. Embracing pedestrian-scale development could unlock far greater economic benefits, attracting diverse businesses and fostering job creation.

RKG Associates recommend the development of 1-2 story liner buildings along the 'I-35: 2' opportunity site, offering continuous street frontage. Parking would be located at the rear of each building, with front entrances oriented towards the sidewalk. These buildings could accommodate a variety of economically beneficial uses, including small-scale professional offices, medical spaces, and active retail such as gyms and cafes. This approach not only maximizes the use of space but also fosters pedestrian-friendly environments conducive to economic activity and community engagement.

I35: 4, Market Demand Designed for Walkability

This opportunity site is intended to strengthen the market support for both Cibolo Crossing and the I35: 2 and I35: 3 opportunity sites. The amount of commercial development potential in these three locations is greater than the current market can support. Opportunity site 4 offers an opportunity to continue to diversify the city's ownership housing supply while creating additional demand for commercial services and growing the city's workforce.

The concept for this area is to continue offering diverse ownership housing opportunities, integrating cottage homes with townhomes and traditional single family homes with a design that creates non-motorized trails that connect directly to Cibolo Crossing and the I35: 2 development sites. Creating greater walkability and bicycle connections to the two work/shopping hubs in north Cibolo will create an asset unique outside of the 1604 Loop. Given the national trend of businesses seeking highly amenitized live-work-play destinations combined with Cibolo's relative affordability to other communities with these assets, it is highly likely that Cibolo will have a competitive advantage in attracting more commercial investment under these development conditions.



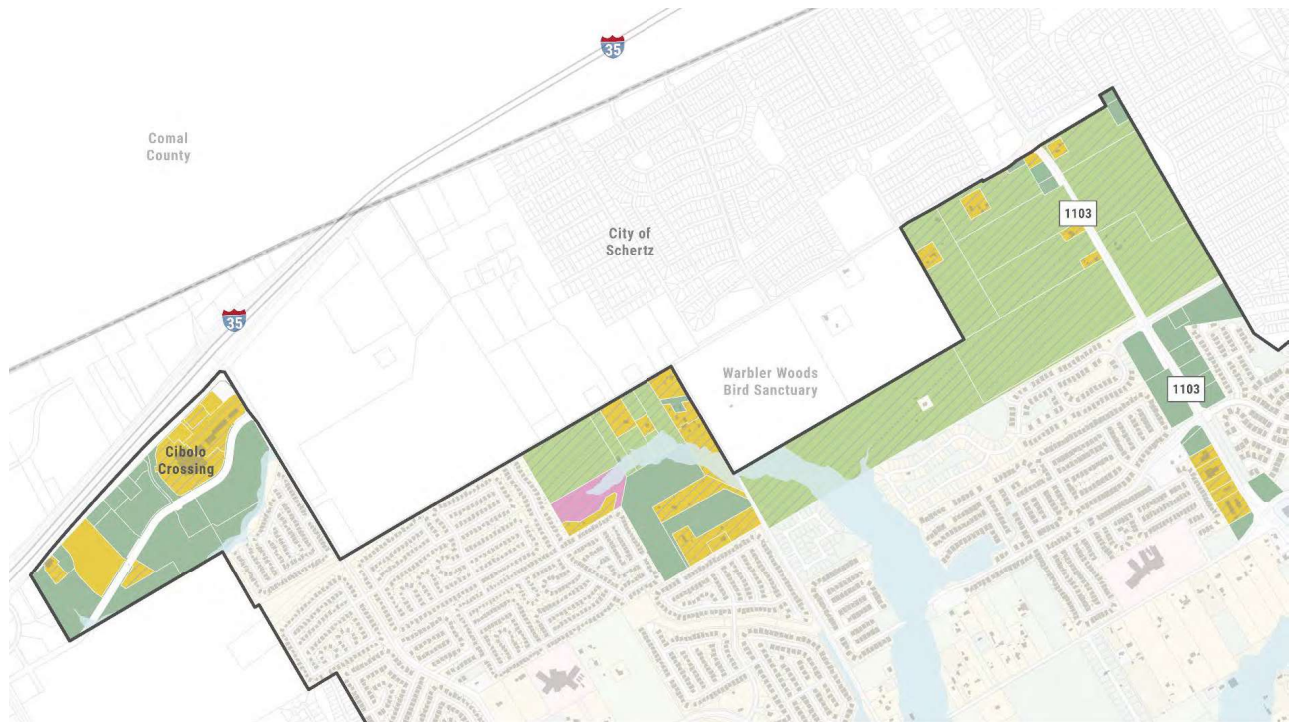
I-35 Corridor

Map 1: Existing Land Uses

0 0.17 0.35 0.7 Miles

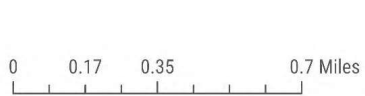


- | | |
|---------------------------------------------------------------|-----------------------------------------------------------------|
| ■ Agricultural Land | ■ Other |
| ■ Industrial | ■ Recreation |
| ■ Institutional | ■ Retail-Services |
| ■ Mobile Home | ■ Single Family Residential |
| ■ Multifamily Residential | ■ Vacant Land |
| ■ Office | |



I-35 Corridor

Map 2: Development Conditions



-  Floodplain
-  Underutilized
-  Public Land
-  Developed
-  Vacant Land
-  Agricultural Land



I-35 Corridor

Map 3: Opportunity Sites

- Short Term
- Mid Term
- Long Term
- Other





City Council Regular Meeting Staff Report

Conduct a public hearing regarding a Conditional Use Permit request to allow a Local Convenience Store (With Fuel Sales) use for certain real property located at 252 West Borgfeld Road, legally described as ABS: 216 SUR: A S LEWIS 1.8440 AC. (Ms. Huerta)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Public Hearing Item: 6B
From	
Grant Fore, Planner II	

CITY COUNCIL ACTION: Conduct 2nd public hearing

PLANNING & ZONING COMMISSION ACTION: Recommendation of denial by a 6-1 vote, citing findings of non-compliance with the 2016 Comprehensive Plan and incompatibility with surrounding uses.

PROPERTY INFORMATION:

- Project Name: CUP-24-05
- Owners: Pedro and Angelia Soto
- Representative: Ty Koenning/Thomas Fuels
- Location/Area: Near intersection of Borgfeld Road and Dobie Boulevard
- Location: 252 West Borgfeld Road
- Council District: 2
- Future Land Use: Neighborhood Commercial
- Existing Zoning: Neighborhood Commercial (C-1)
- Requested Zoning: Conditional Use Permit (CUP) for Local Convenience Store (with Fuel Sales)
- Proposed Use: Local Convenience Store (with Fuel Sales)

FINDINGS:

A zoning request is specifically about land use, not the future engineering of the land itself, and should meet criteria per [UDC Article 4.3.1.5](#). Decisions regarding future engineering of the land occur with the platting process, where the property’s design is known. The applicant lot is located at the intersection of Borgfeld Road and Dobie Boulevard. It is within the Neighborhood Commercial (C-1) zoning district. The subject property is directly adjacent to property zoned Low Density Single-Family Residential SF-2 to the north and south. The Dobie Heights Subdivision, zoned High Density Single-Family Residential (SF-6), is west of the subject property. Across Borgfeld Road from the property is the El Sereno Senior Living Center and the Grand at Cibolo Apartments. Across Dobie Boulevard is Kingdom Hall of Jehovah's Witnesses. The applicant is proposing a Local Convenience Store (with Fuel Sales) to be developed at this property.

The subject property was previously zoned Low Density Single-Family Residential (SF-2). A rezoning request to Neighborhood Commercial (C-1) was approved by the City Council on May 24, 2022. There is an existing legal, non-conforming residential structure on the property.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on July 21, 2024, and the [City Website](#). Individual letters were sent by mail to 14 property owners within 200' of the site. To date, staff has received one (1) in favor of and one (1) in opposition. Public Hearings are scheduled on August 14, 2024, (Planning & Zoning Commission) and on August 27, 2024, (City Council). Approval/Disapproval of the zoning ordinance is tentatively scheduled for the September 10, 2024, City Council meeting.

STAFF CONCLUSIONS:

Staff recommends, should Council approve the CUP for Local Convenience Store (with Fuel Sales) use for property located at 252 West Borgfeld Road, that it be subject to the following conditions:

1. Site Plan - A site plan in compliance with UDC Sec. 12.3.2 must be submitted for review and shall not substantially deviate from the concept plan approved with the CUP.
2. Building & Fire Codes - Applicant must comply with all Building and Fire Code requirements.
3. Permits & Inspections - All required building permits and Certificate of Occupancy must be obtained. All permit applications submitted for this property are subject to the requirements of the Code.
4. Additional Uses - No other conditional uses are allowed under this conditional use permit.
5. Recordation of Plat - A subdivision plat must be submitted for review and approval with the City of Cibola and recorded upon completion.
6. Landscaping - All regulations of UDC Article 17.L (2) regarding a required 20' landscape buffer adjacent to the property line of residentially used or zoned property must be met.
7. Neighborhood Commercial (C-1) Regulations - All regulations of the Neighborhood Commercial (C-1) Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
8. Supplemental Use Regulations - All regulations of UDC Article 6.3 Supplemental Use Regulations (K) Fuel Sales Business, other than those amended by the Conditional Use Permit, apply to the Property.

K. Fuel Sale Businesses: Property used for the purpose of the sale of fuels shall be developed in accordance with the following regulations:

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

8. Sewer Improvements - Property owner required to upgrade existing 4" residential sewer line to minimum 6" line for commercial use.

9. Review Fees - All fees associated with the review and processing of the application must be paid in full.

10. Alcohol Sales - Any alcohol sales are subject to Texas Alcoholic Beverage Commission rules and regulations.

CITY COUNCIL ACTION:

1. **Approve** the requested CUP for a Local Convenience Store (with Fuel Sales) use for property located at 252 West Borgfeld Road, legally described as ABS: 216 SUR: A S LEWIS 1.8440 AC.

2. **Approve** the requested CUP for a Local Convenience Store (with Fuel Sales) use for property located at 252 West Borgfeld Road, legally described as ABS: 216 SUR: A S LEWIS 1.8440 AC, **with conditions**.
3. **Deny** the requested CUP for a Local Convenience Store (with Fuel Sales) use for property located at 252 West Borgfeld Road, legally described as ABS: 216 SUR: A S LEWIS 1.8440 AC, **with findings**.

STAFF ANALYSIS:

Unified Development Code (UDC) Section 4.3.2 – Conditional Use Permit Approval Considerations

A CUP is intended to provide some flexibility to traditional zoning by offering a mechanism to balance specific site constraints and development plans with the larger interest of the community and the integrity of the UDC. An application for a CUP follows the same process as a Zoning Map Amendment Process (rezoning). The Permit, if granted, may include conditions placed upon the development of the property. The Planning and Zoning Commission and City Council shall consider the following, at a minimum, in conjunction with its deliberations for approval or denial of the application and the establishment of conditions: (for reference, [UDC](#) and [Comprehensive/Master Plan](#))

A. Consistency with the Comprehensive Master Plan;

Comprehensive/Master Plan – Future Land Use Categories – Neighborhood Commercial

Appropriate Land Use Types: The appropriate primary and secondary uses allowed in areas designated as Neighborhood Commercial include all of the commercial and civic uses set out in Neighborhood Commercial (C-1) district in the City’s Code of Ordinances. Primary uses allowed in the Neighborhood or Transitional Residential future land use categories could be considered as long as they were part of a larger planned unit development and comprise no more than 25 percent of the land area devoted to the entire development.

Compatible Zoning Districts (P.45 from Comp Plan):

Neighborhood Commercial (C-1) | Planned Unit Development (PUD)

STAFF FINDING: The Comprehensive Master Plan calls out this parcel as Neighborhood Commercial, with compatible zoning districts such as the current (C-1) zoning of the property. The proposed Local Convenience Store does not align with the intent of promoting suburban character rather than auto-oriented uses. The intent of Neighborhood Commercial is de-emphasizing areas for vehicular use and developments with smaller footprints. The proposed Local Convenience Store includes a footprint of the store structure and separate fuel station structure.

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

Comprehensive/Master Plan – Future Land Use Categories – Neighborhood Commercial

Intent & Character – The neighborhood commercial future land use category is intended for areas that will be developed primarily as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or nearby residential uses. These areas are intended to be of a more suburban character rather than auto-oriented. In other words, the areas designated for vehicles (i.e., driveways, parkways, etc.) should be deemphasized through placement (e.g., on the side of the building), landscaping, or screening. In addition, these areas should occupy smaller footprints and have pitched roofs, higher levels of landscaping, and less signage than similar uses in Commercial land use areas.

STAFF FINDING: The Zoning Map Amendment will not promote the health, safety, or general welfare of the City and the safe and orderly development of the City as it does not comply with the intent of the Comprehensive Master Plan. The proposed Local Convenience Store does not align with the intent of promoting suburban character rather than auto-oriented uses.

C. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk, scale, setbacks and open spaces, landscaping and site development, and access/circulation.

UDC Section 14.0.11 – (C-1) Neighborhood Commercial

- a. Intent – The Neighborhood Commercial district is established to provide for a limited variety of commercial uses and services associated with neighborhood storefront retail, service, financial, and office activities which are compatible and designed in scale with surrounding residential areas. The intent of this District is to provide convenient neighborhood access to commercial services, and minimize undesirable impacts such as noise, traffic and odors through performance standards.
- b. Permitted uses – Limited office and retail uses and services which are compatible and designed in scale with surrounding residential areas.
- c. Specific uses – subject to Site Plan approval, limited office, retail and service uses which are compatible and designed in scale with surrounding residential areas.

Lot Area	Lot Width	Front Setback	Rear Setback	Side Setback	Max Impervious Coverage	Maximum Height
None	50'	20'	20'	10'	70%	35'

STAFF FINDING: The UDC provides lot design guidelines within the (C-1) Neighborhood Commercial Zoning District that are designed in scale for compatibility with surrounding mix of residential areas.

The property is primarily surrounded by residentially zoned and used property.

D. Potential unfavorable impacts on existing or permitted uses on abutting sites, the extent that such impacts exceed those which reasonably may result from use of the site by a permitted use;

UDC Section 13.2 Uses allowed by right and with a Conditional Use Permit (CUP).

C-1 uses allowed by right	C-1 allowed with CUP
----------------------------------	-----------------------------

Administrative and Business Offices	
Artisan Sales	
Artisan/ Culinary Classes (Specialty Classes)	
Assembly	
Business Support Services	Administrative Services
Clinic	Business or Trade School
Club or Lodge	Business Services
Consumer Repair Services	Community Treatment Facility *
Cultural Services	Concrete/Asphalt Batching Plant (Temporary)
Day Care Services (General Commercial)	Convalescent Services
Day Care Services (Group)	Farmers Market
Financial Services	Fitness Studio/ Health Spa
Food Sales; Grocery	Local Convenience Store (With Fuel Sales)
General Retail Sales, Neighborhood Scale	Local Convenience Store (Without Fuel Sales)
Health Care Offices	Nursery School
Laundry Services: Dry Cleaning	Pet Services
Life Care Services *	Primary Educational Facilities
Local Utility Services	Restaurant, Fast Food
Personal Services	Secondary Educational Facilities
Postal Facilities	Veterinary Services
Professional office	
Restaurant, Convenience	
Restaurant, Neighborhood	
Safety Services	

*Subject to supplemental use regulations of UDC Article 6.

STAFF FINDING: This zoning district is suitable for uses permitted by the district provided the CUP is approved. 100' distance is required to be maintained from the fuel pumps to the property line of the neighboring, residentially zoned property. The proposed use of the site could potentially cause unfavorable impacts to neighboring property if not in compliance with the additional requirements for Local Convenience Stores stipulated in Article 6 of the UDC.

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

Comprehensive/Master Plan – Future Land Use Categories – Neighborhood Commercial

Moving Forward - New neighborhood commercial development should be located and take access from a collector roadway or greater in functional classification. The gross floor area of nonresidential uses (excluding Institutional) should be as follows: local street (5,000 sf); collector street (10,000 sf); and arterial street (25,000 sf). Residential mixed use should be allowed, provided that it is part of a planned unit development and does not constitute more than 25 percent of the development. No drive-throughs should be allowed, bay doors should be placed perpendicular to the public right-of-way, and signage should be appropriately scaled to reflect neighborhood-serving uses.

STAFF FINDING: The proposed Local Convenience Store (with Fuel Sales) is required to meet landscaping requirements for commercial property that is adjacent to residentially zoned or used property of maintaining a 20' landscape buffer between the properties. The proposed Site Plan included in the staff report does include a 20' landscape buffer between the proposed Local Convenience Store with Fuel Sales and the neighboring residentially zoned and used property to mitigate any unfavorable impacts. In addition, the proposed fuel pumps would be required to maintain a 100' distance from the neighboring residential structure and property.

The proposed site plan does comply with the minimum required parking of approximately 15 spaces. Sidewalks along Borgfeld Road and Dobie Boulevard are required.

F. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use.

STAFF FINDING: The subject property is not platted. Traffic impacts and any necessary improvements will be studied during the platting process. A Traffic Impact Analysis (TIA) will be required that will determine any impacts and required mitigation from the use.

Attachments

[Application](#)

[Narrative](#)

[Site Plan](#)

[Renderings](#)

[Property Map](#)

[F.1 252 W Borgfeld](#)

[O. 102 Dobie Blvd](#)



City of Cibolo
 Planning Department
 201 Loop 539 W/P.O. Box 826
 Cibolo, TX 78108
 Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - CONDITIONAL USE PERMIT

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: Borgfeld Road Development

Total Acres: 1.8440 Survey Name: A.S Lewis Survey 1.8440 AC Abstract No.: 216

Project Location (address): 252 W. Borgfeld Road, Cibolo TX 78108

Current Zoning: C-1 Neighborhood Commercial Overlay: None Old Town FM 78

Proposed Zoning: Conditional Use Permit # of Lots: 1 # of Units: 1

Please Choose One: Single-Family Multi-Family Commercial Industrial
 Other

Current Use: _____ Total Proposed Square Footage: 3664

Proposed Use: Convenience Store with Fuel (Commercial/Industrial only)

Applicant Information:

Property Owner Name: Pedro JR & Angelita Soto

Address: 252 W. Borgfeld Road City: Cibolo
 State: TX Zip Code: 78108 Phone: _____
 Email: _____ Fax: _____

*Applicant (if different than Owner): Thomas Fuels

* Letter of Authorization required

Address: 701 N Mail City: Victoria
 State: TX Zip Code: 77901 Phone: 979-251-4816
 Email: tkoenning@clthomas.com Fax: _____

Representative: Ty Koenning

Address: 701 N Main City: Victoria
 State: TX Zip Code: 77901 Phone: 979-251-4816
 Email: tkoenning@clthomas.com Fax: _____

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Pedro Soto Angelita Soto
 Owner or Representative's Signature

Pedro Soto Jr Angelita Soto
 Typed / Printed Name

State of TEXAS
 County of BEXAR

Before me, ISAIAH MIRAMONTES
 Name of Notary Public

Pedro and Angelita Soto, to be the person(s) who is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July

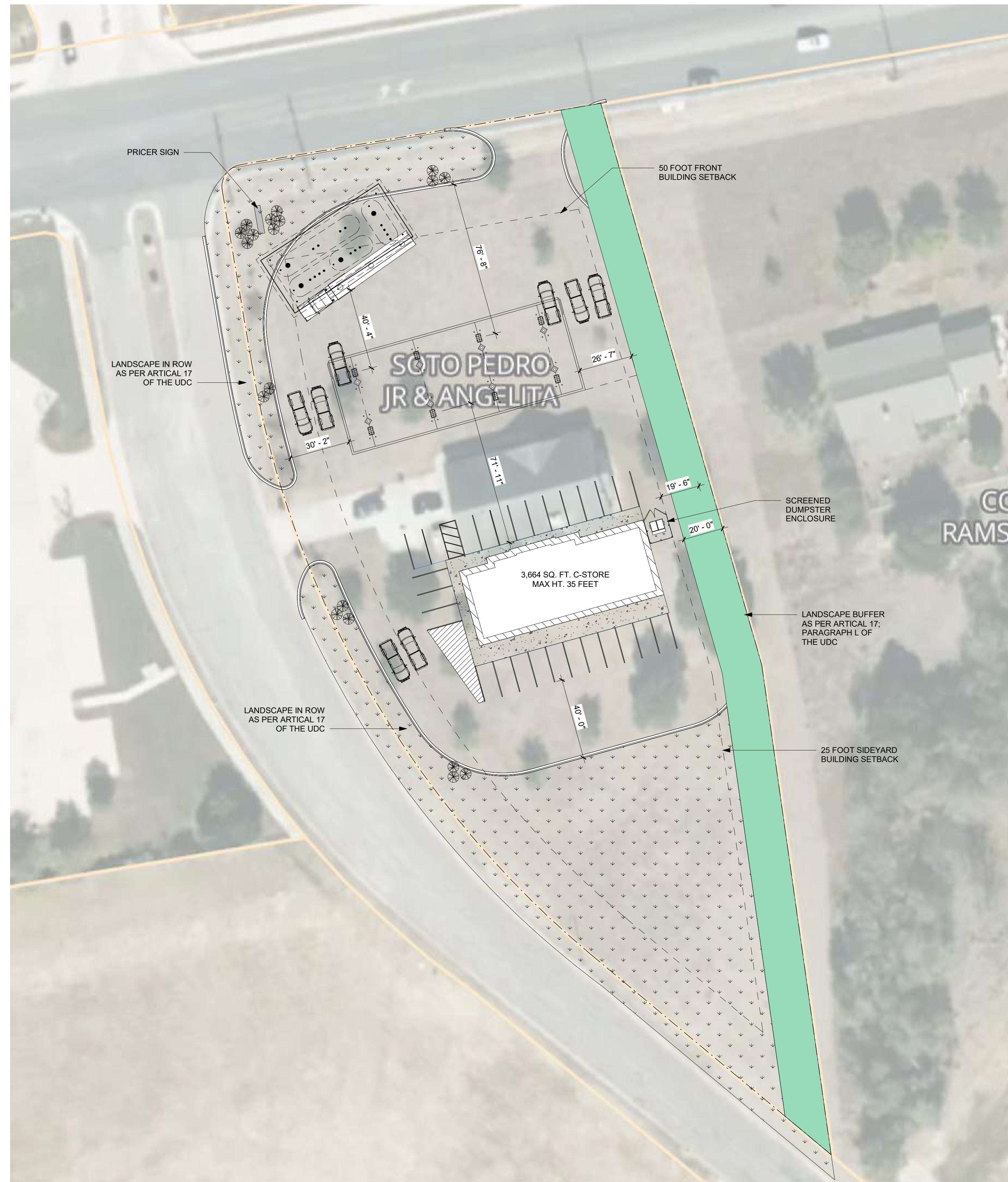
Isaiah Miramontes
 Notary Public Signature (Notary Seal)



City of Cibolo Use Only
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number

Narrative

Thomas Fuels would like the City of Cibolo to consider our request for Convenience Store use with fuel, deli and beer and wine sales for a conditional use permit at this location. There have been new developments both in multifamily living as well as retail along Broberg Road and we feel this will be a benefit to the growing residential population in this area. There is an abundance of residential homes and apartments in the area, and we feel this community is underserved in the convenience store space. The convenience fueling industry is highly regulated by The Texas Commission on Environmental Quality and Thomas Fuels remains in good standing with them. This location will provide the community with a clean and safe facility where community members can fulfill their needs for fuel, groceries and hot deli food items. As we have learned from past events, convenience stores are critical during times of inclement weather and other events that limit travel. This location will give the community the ability to get needed items when they might not have another option available

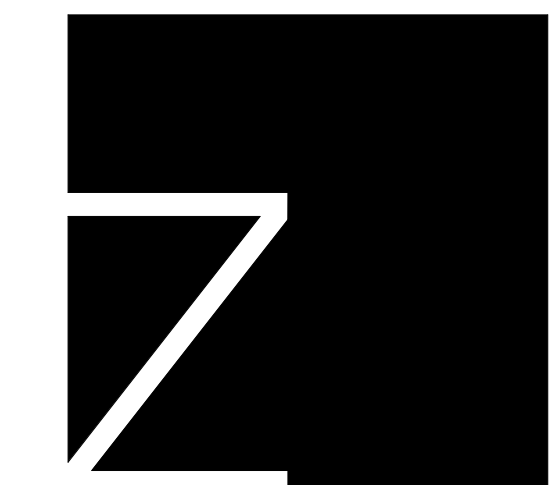


PARKING REQUIREMENTS

PER ARTICAL 10 - OFF STREET PARKING OF THE UDC, 1 PER EVERY 250 SF OF BUILDING
 REQUIRED PARKING - 15
 PROPOSED - 26

IMPERVIOUS COVER

MAXIMUM IMPERVIOUS COVER ALLOWED - 70%
 TOTAL LOT AREA - 82,926SF
 TOTAL IMPERVIOUS COVER - 53,528SF OR 65%



ZEMANEK ARCHITECTURE + DESIGN
 107A EAST MAIN STREET
 JENKS, OK 74037
 T: 918.606.2090

zemanekad.com

COPYRIGHT ZEMANEK ARCHITECTURE + DESIGN, LLC - 8.12.24

REVISIONS:

No	Description	Date

PROJECT NUMBER:

24047

SEAL:

NOT FOR CONSTRUCTION
 8.12.24

CONSULTANT:

Thomas Fuels
252 W. Borgfeld Rd,
Cibolo TX 78108

ISSUE DATE:

8.12.24

SHEET NUMBER:

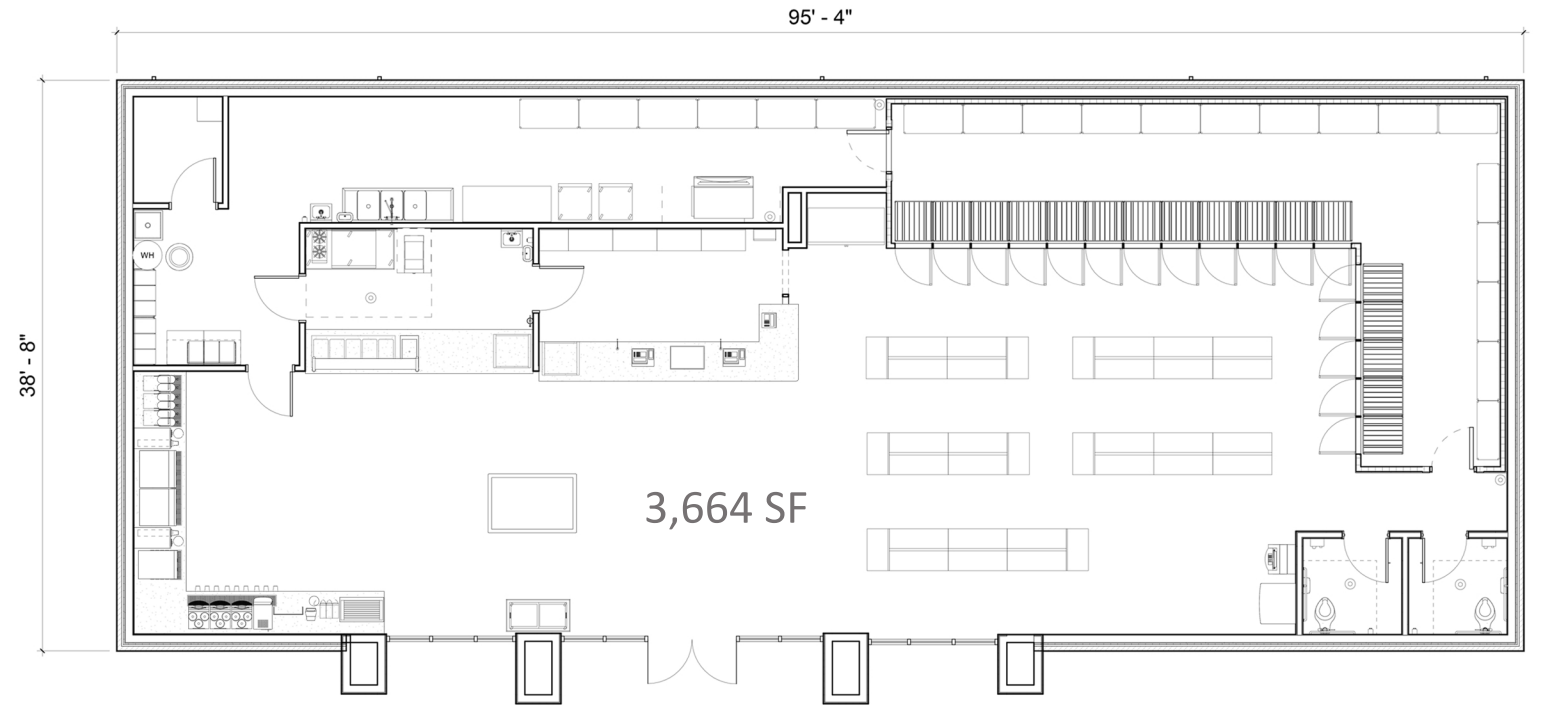
MSP2

PRELIM SITE







① SITE PLAN - MSP2
 1" = 30'-0"



BORGFELD & DOBIE CIBOLO, TEXAS



Property Information Map 252 W Borgfeld Road

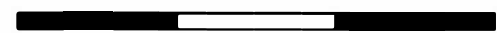
-  Property of Interest
-  City of Cibolo Water Service Area
-  City of Cibolo Sewer Service Area
-  Parcel Boundaries
-  Neighborhood Commercial (C1)
-  Retail/Office - Restrictive Alcohol Sales (C3R)
-  Light Industrial (I1)
-  Multi-Family Residential (MF1)
-  Low Density Single-Family Residential (SF2)
-  High Density Single-Family Residential (SF6)

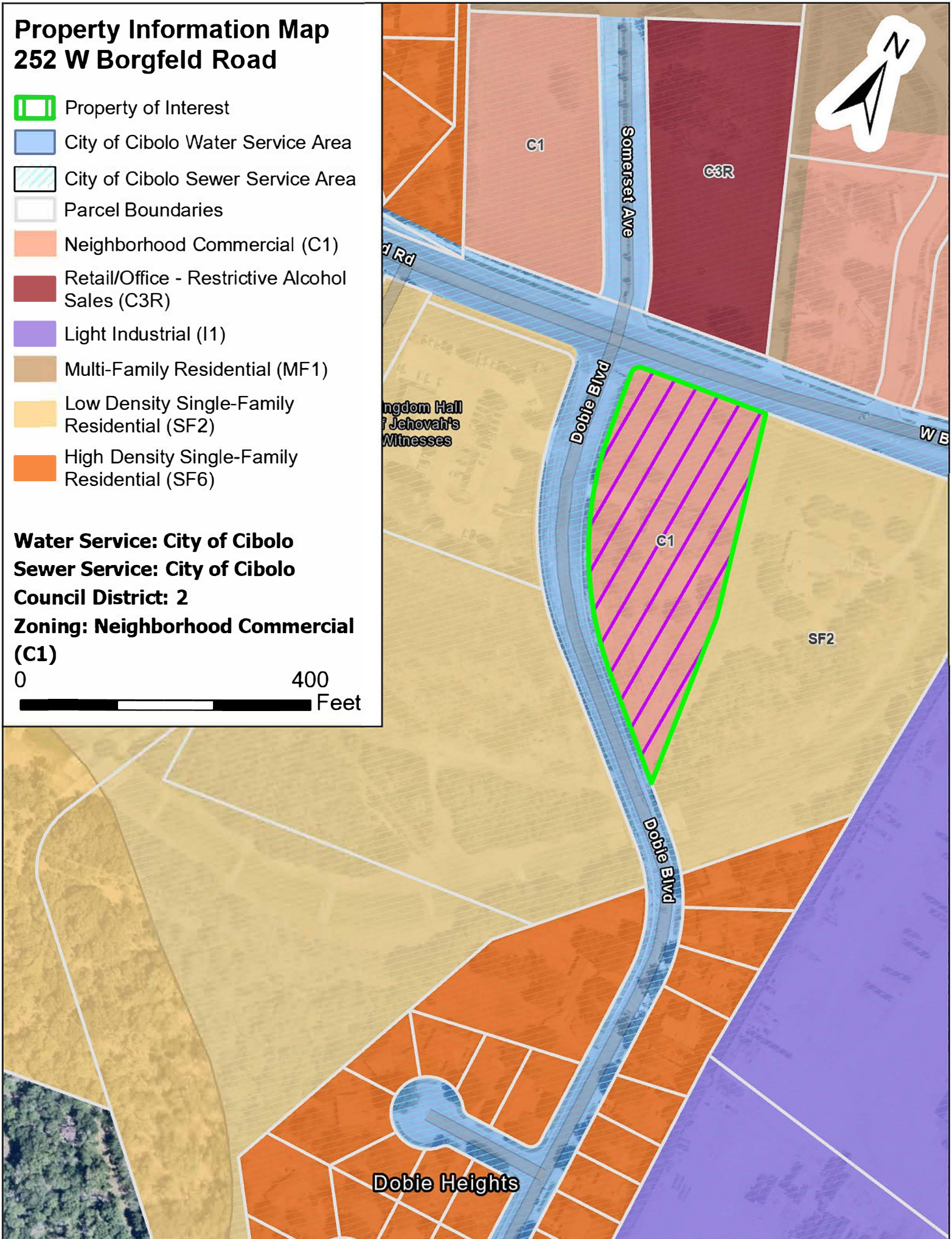
Water Service: City of Cibolo

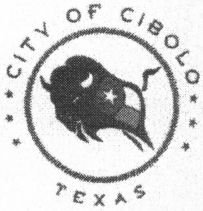
Sewer Service: City of Cibolo

Council District: 2

Zoning: Neighborhood Commercial (C1)

0  400 Feet





Notice of Conditional Use Permit Petition



July 16, 2024

Dear Property Owner,

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

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

In accordance with Cibolo Code of Ordinances, the Cibolo Planning and Zoning Commission will hold a public hearing on **Wednesday, August 14, 2024 at 6:30 p.m.** at the Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas, and the Cibolo City Council will hold a public hearing on **Tuesday, August 27, 2024 at 6:30 p.m.** at the Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas.

The Conditional Use Permit proposal is as follows:

The purpose of both meetings is to hear public testimony regarding a Conditional Use Permit to allow a Local Convenience Store (With Fuel Sales) use for certain real property located at 252 West Borgfeld Road, legally described as ABS: 216 SUR: A S LEWIS 1.8440 AC.

Applicant: Billy Zemanek, Thomas Fuels

Sincerely,
Lindsey Walker, CNU-A
Planner
lwalker@cibolotx.gov

REPLY NOTICE (CUP-24-05)

Name (please print): Soto Pedro Jr & Angelita

Address (In relation to Map Exhibit): 252 W Borgfeld Rd

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Conditional Use Permit you must sign and return this form prior to the scheduled public hearing by one of the following options:

US MAIL:	City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
IN PERSON:	City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NOT accepted at this address)
EMAIL:	Take a photo or scan it to planning@cibolotx.gov

In Favor Opposed

Comments:

Signature: Pedro Soto

Date: 07/20/2024

Angelita Soto



Notice of Conditional Use Permit Petition



July 16, 2024

Dear Property Owner,

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

This notice does not directly pertain to your property.

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

In accordance with Cibolo Code of Ordinances, the Cibolo Planning and Zoning Commission will hold a public hearing on **Wednesday, August 14, 2024 at 6:30 p.m.** at the **Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas**, and the Cibolo City Council will hold a public hearing on **Tuesday, August 27, 2024 at 6:30 p.m.** at the **Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas.**

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Applicant: Billy Zemanek, Thomas Fuels

Sincerely,
Lindsey Walker, CNU-A
Planner
lwalker@cibolotx.gov

REPLY NOTICE (CUP-24-05)

Name (please print): Sophia Lincecum

Address (In relation to Map Exhibit): 102 Dobie Blvd

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Conditional Use Permit you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:	City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
IN PERSON:	City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NOT accepted at this address)
EMAIL:	Take a photo or scan it to planning@cibolotx.gov

In Favor

Opposed

Comments: We already have an annoying loud dust filled oil and gas behind our house. Having a gas station in front would cause more traffic (no light at our intersection) and more traffic down our quite little eye-de-sac. Put the gas station next to the apartments that were just built.

Signature: [Handwritten Signature] Date: 8.01.24



City Council Regular Meeting Staff Report

Conduct a public hearing regarding a Comprehensive Sign Program application for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3, LOT 2 1.059 AC. (Ms. Huerta)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Public Hearing Item: 6C
From	
Lindsey Walker, Planner I	
Staff Contact(s)	
Susana Huerta,	

CITY COUNCIL ACTION: 1. Conduct 2nd Public Hearing
2. Discussion/Action regarding the above referenced petition

PLANNING & ZONING COMMISSION ACTION: Approval by 7-0 vote

PROPERTY INFORMATION:

Project Name: SGP-24-01
Owners: Monty Montgomery, P. Terry's
Representative: Nikki Valencia, Comet Signs
Location/Area: 961 Cibolo Valley Drive, 1.059 acres
Location: Intersection of Borgfeld Road and Cibolo Valley Drive
Council District: 2
Zoning: Retail/Office (C-3) and General Commercial (C-4)

FINDINGS:

The applicant property is located within the Buffalo Heights Commercial Subdivision at the intersection of Borgfeld Road and Cibolo Valley Drive. A Comprehensive Sign Program for the multi-tenant signs within the subdivision was approved in May 2022 by City Council. Across Borgfeld to the west of the applicant is the Falcon Ridge residential subdivision, which is zoned High Density Single-Family Residential (SF-6). Directly north of the applicant property is Wiederstein Elementary School. The remaining surrounding properties are predominantly commercially zoned. The applicant is requested a Comprehensive Sign Program in June 2024 to allow additional wall signs, for which the combined total square footage would exceed the maximum allowable square footage for a single commercial building fronting an "other" street type. Due to the applicant being processed under the incorrect address, staff suggested the applicant apply for a sign variance to increase the total allowable square footage to 160 square feet.

PREVIOUS ACTION:

An application for Comprehensive Sign Program with 180 Borgfeld address was considered on June 12, 2024. A sign variance application was considered for the corrected address on July 20, 2024, and denied.

Code of Ordinances Chapter 58 Signs, Section 58-14 allows for "Comprehensive Sign Program"

The use of comprehensive sign program is designed for integrated commercial and industrial developments that generally have multiple uses, multiple shared points of access, or that may be a part of a large scale development, such as a shopping mall or industrial park that is identifiable by a single development name, or by a school or hospital that may have multiple buildings and/or special signage needs; to allow site or development project signage that is appropriate to the character of the development in order to adequately identify the development in a form so as to provide a good visual environment, promote traffic safety, and minimize sign clutter in a form that is appropriate to the development and consistent with the purpose and intent of these sign requirements.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on July 28, 2024, and the [City Website](#). Individual letters were sent by mail to 8 property owners within 200' of the site. To date, Staff has received zero (0) in favor of and one (1) in opposition. Public Hearings were scheduled for August 14, 2024, (Planning and Zoning Commission) and on August 27, 2024, (City Council). Approval/Disapproval of the Comprehensive Sign Program is tentatively scheduled for the September 10, 2024, City Council meeting.

CITY COUNCIL ACTION:

1. **Approve** the requested Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3 LOT 2 1.059 AC.
2. **Approve** the requested Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3 LOT 2 1.059 AC, **with conditions**.
 1. Staff recommend that a condition be added that approval is subject to all fees related to the review and processing of the application be paid in full.
3. **Deny** of the Comprehensive Sign Program application **with findings**.

STAFF ANALYSIS:

Comprehensive sign programs shall be subject to review by the Planning and Zoning Commission and approval by the City Council. The Planning and Zoning Commission shall recommend that City Council approve, deny, or approve with conditions any sign program application if it finds by a preponderance of the presented evidence that approval or denial conforms to criteria listed section 58-14, items 3-7.

3. *Compatibility required.* The comprehensive sign program shall promote compatibility for all signs within the specific development. Architectural theme, materials, and color should be consistent with or complement the overall character of the development in which the signs are proposed to be located and the area surrounding the development in which the signs would be located.

STAFF FINDINGS: The proposed signs match the vintage aesthetic established in the approved Buffalo Heights sign program and overall development.

4. *Size and height.* Signs proposed under the comprehensive sign program shall be no larger than a maximum of 50 percent of the standards of the sign regulations unless the applicant can demonstrate a site specific consideration, or considerations, why a deviation in excess of the 50 percent standard is justified.

Per Code of Ordinances Sec. 58-12 – *On-premises Signs*:

Sign Type	Max Sign Face Area (in sq. ft.)	Number of Signs
Wall Sign (All Other Streets)	60*	Per allowable sq. ft.
* May include additional square footage to signage of .005 times 1st floor square footage (excluding stairwells, bathrooms and food prep areas).		

STAFF FINDINGS: The highly restrictive ordinance creates unnecessary hardship for the applicant. The applicant is limited to a rough total of 88 (60 + 0.005% of the building square footage) square feet for all wall signs. Under the ordinance, the applicant would be allowed one additional sign on the façade placing Borgfeld that is no larger than 38 square feet in addition to the previously permitted 50 square foot sign on the façade facing Cibolo Valley Drive.

5. *Off-site signs.*

STAFF FINDINGS: This item is not applicable.

6. *Placement.* Signs proposed under the comprehensive sign program shall be placed appropriately in areas visible and readable. Review of location is considered by traffic movement of surrounding streets, traffic volumes and access points, MSHTO and engineering standards, visibility triangles, sign orientation and topographic features.

Code of Ordinances Sec. 58-5 states that wall signs must face a right-of-way (ROW), be it public or private.

STAFF FINDINGS: The proposed signs are all visible either from Borgfeld Road or Cibolo Valley Drive therefore, they comply with this section of the code.

7. *Integration.* All signs must be integrated with the design of the building and the site development, reflecting the architecture, building materials, and landscape elements of the project. The means of integrating freestanding signs with the architecture of the building may be achieved through replication of architectural embellishments, colors, building materials, texture, and other elements found in the building design. Integration shall also include the use of sign graphics that are consistent in terms of lettering style, colors, and method of attachment as used for wall-mounted signing found on the building.

STAFF FINDINGS: The proposed signs integrate well with the design and architecture of the building. Staff finds no issue with the design and method of mounting.

Attachments

[Sign Package](#)

[Property Map](#)

[Applicant Presentation](#)

[Response 0.1](#)



Sign Package

180 W Borgfeld Rd Cibolo, TX 78108



A  Cimet SIGNS COMPANY



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
Designer: Chris Brazell
File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base

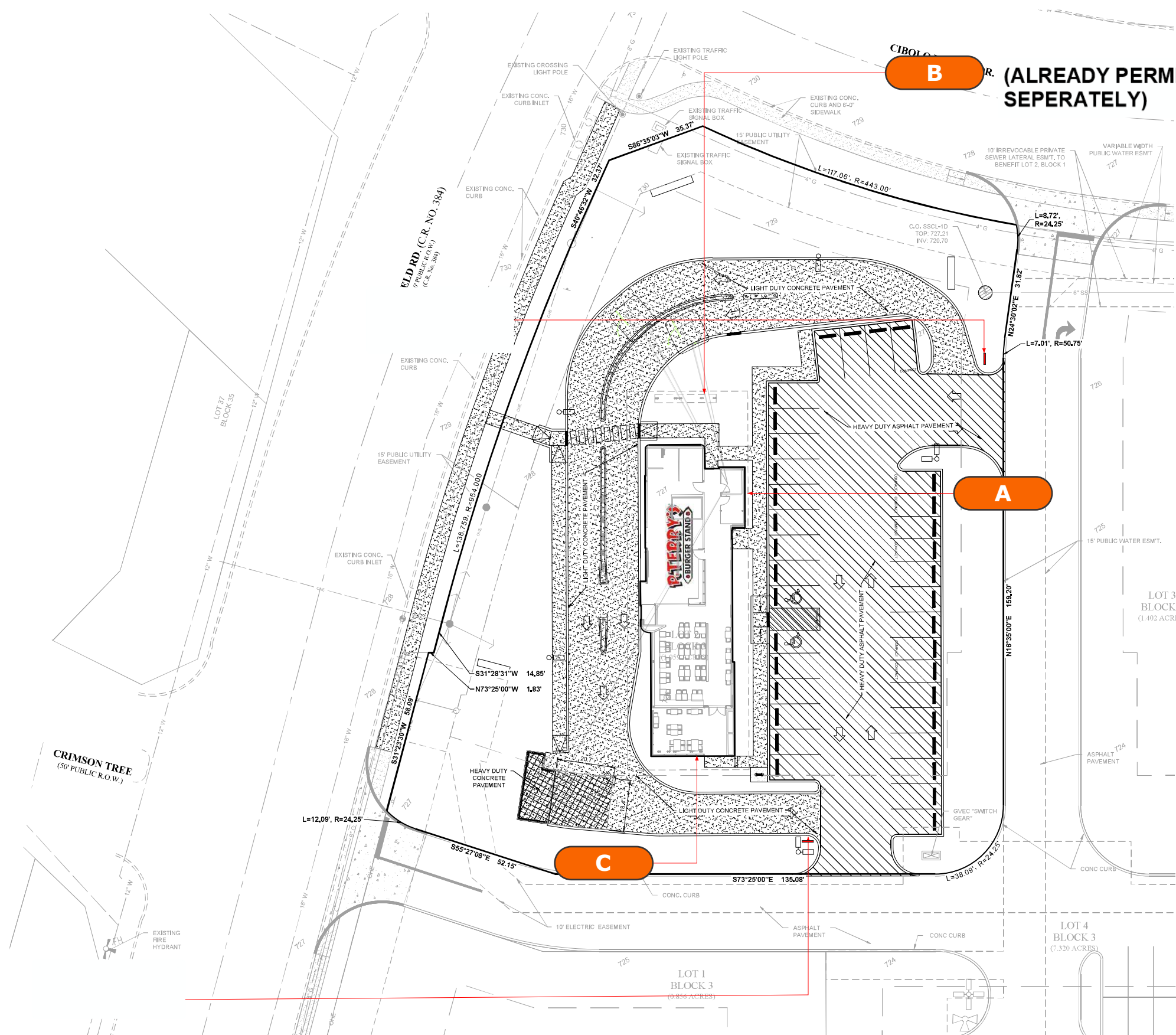


A Comet SIGNS COMPANY

TDLR #: 18010
MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



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B (ALREADY PERMITTED SEPERATELY)

A

C

SITE MAP

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Scale: 1" = 40'-0"

Job Name:

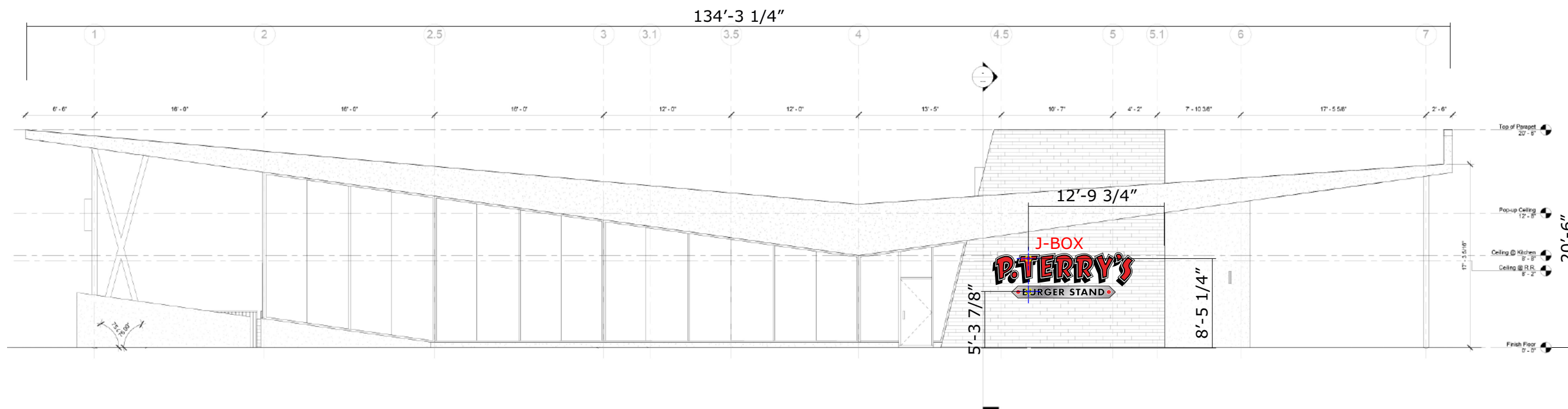


CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
 Location: 180 W Borgfeld Rd
 Cibolo, TX 78108
 Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler
 Date: 9/8/2021
 Designer: Chris Brazell
 File Name: 24-1182 Terrys,
 Cibolo, TX FINAL.cdr
 Proposal #: 62919 R21
 Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
 R3:11/12/21:EM: brick base



A EAST ELEVATION

Scale: 3/32" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



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Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

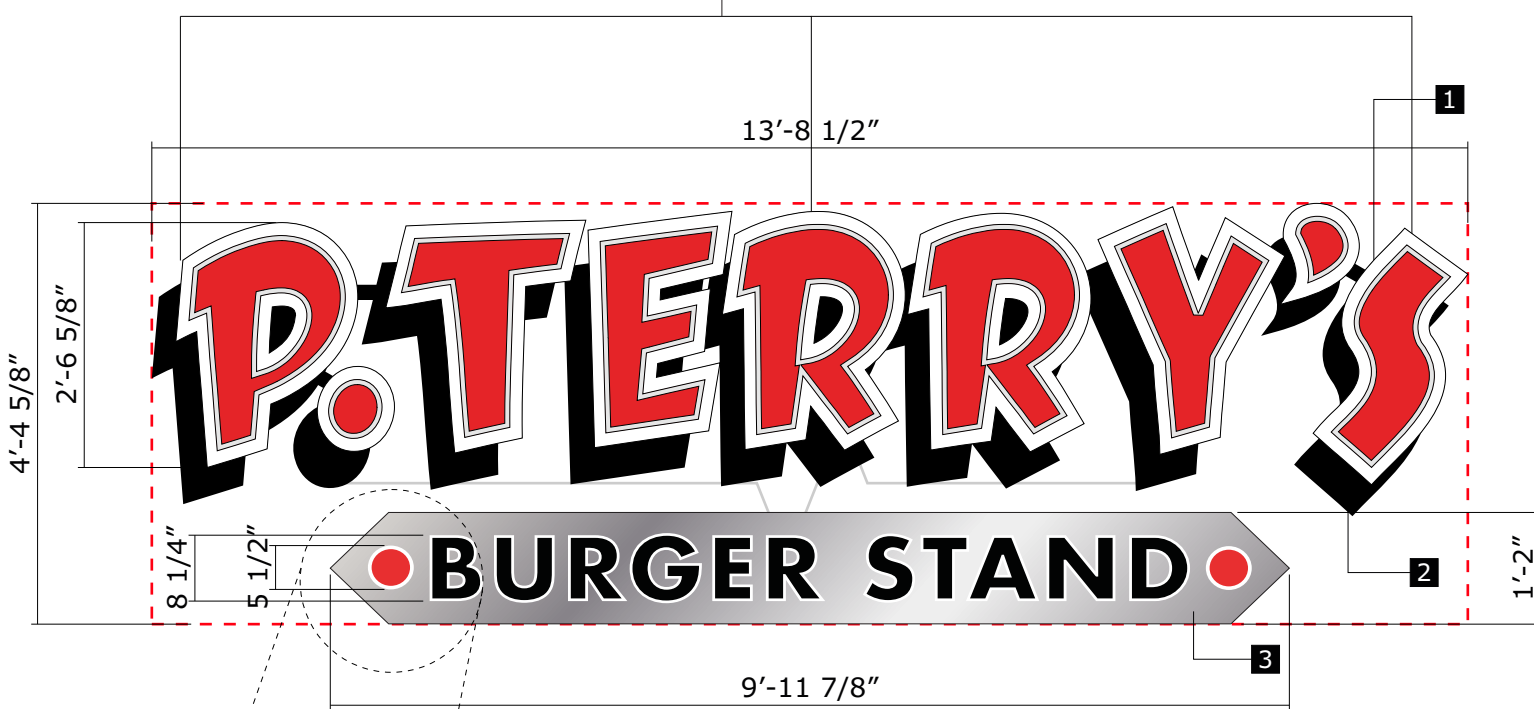
Client: Client Name
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 Cibolo, TX 78108

Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler
 Date: 9/8/2021
 Designer: Chris Brazell
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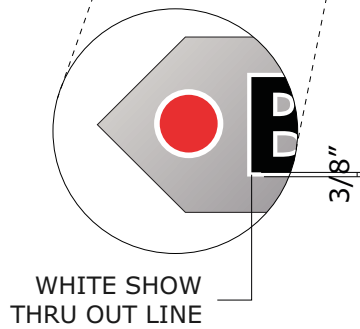
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 R3:11/12/21:EM: brick base

6"X14" ACCESS DOORS W/ COVER
 ON FACE OF DROP SHADOW WIREWAY



(1) 120v., 20A CIR. REQUIRED



WHITE SHOW
 THRU OUT LINE

A AURORA FLEX LED C/L ON A WIREWAY 60 SQFT
 QTY: ONE(1) Scale: 1/2" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

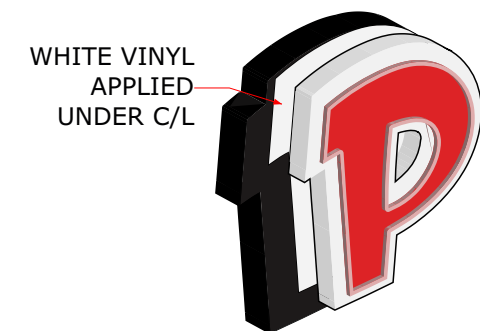
SCOPE OF WORK:

1: 5" DEEP REVERSE-LIT/ EXPOSED AURORA FLEX RED LED ON FACE OF CHANNEL LETTERS PAINTED (P4) W/ 1ST SURFACE VINYL TO MATCH (V2) AND REVERSE-LIT WHITE P-LEDS. LEXAN BACKS TO HAVE 2ND SURFACE (V5) VINYL

2: 5" DEEP ALUM. WIREWAY DROP SHADOW TO BE PAINTED (P3) WITH OPAQUE (V1) VINYL ON THE FACE OF THE DROP SHADOW APPLIED UNDER C/L.

3: 5" DEEP BURGER STAND CABINET TO BE PAINTED (P5). CABINET TO BE INTERNALLY ILLUMINATED WITH P-QWIK MOD 3 TRU-WHITE 7100K LEDS. FACE TO BE ROUTED OUT .125" THK. ALUM. AND BACKED WITH 3/4" CLEAR PUSH THRU ACRYLIC WITH 1ST SURFACE (V2) AND (V3) VINYL. 2ND SURFACE OF PUSH THRU TO HAVE (V4) DIFFUSER VINYL. ALUM. PAN BACK TO BE NESTED and BRACED.

P3	P4	P5	V1	V2	V3	V4	V5
MP Black N923 SP	MP White 202	MP 41342SP Brushed Aluminum	ORACAL 951 010 WHITE (OPAQUE)	ORACAL 8800 031 RED (TRANS)	ORACAL 951 070 BLACK (OPAQUE)	ORACAL 60% DIFFUSER 8860-010 (TRANS)	ORACAL 8800 682 OCEAN GREEN (SEAFOAM) (TRANS)



ILLUMINATED VIEW



A Comet SIGNS COMPANY

TDLR #: 18010
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 1130 Rutherford, Suite 180
 Austin, TX 78753
 (512) 374-9300



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Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

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Revisions (M/D/Y)-(initials): desc.
 R3:11/12/21:EM: brick base



CUSTOM SIGN CREATIONS

A Comet SIGNS COMPANY

TDLR #: 18010
 MET #: E113766
 1130 Rutherford, Suite 180
 Austin, TX 78753
 (512) 374-9300

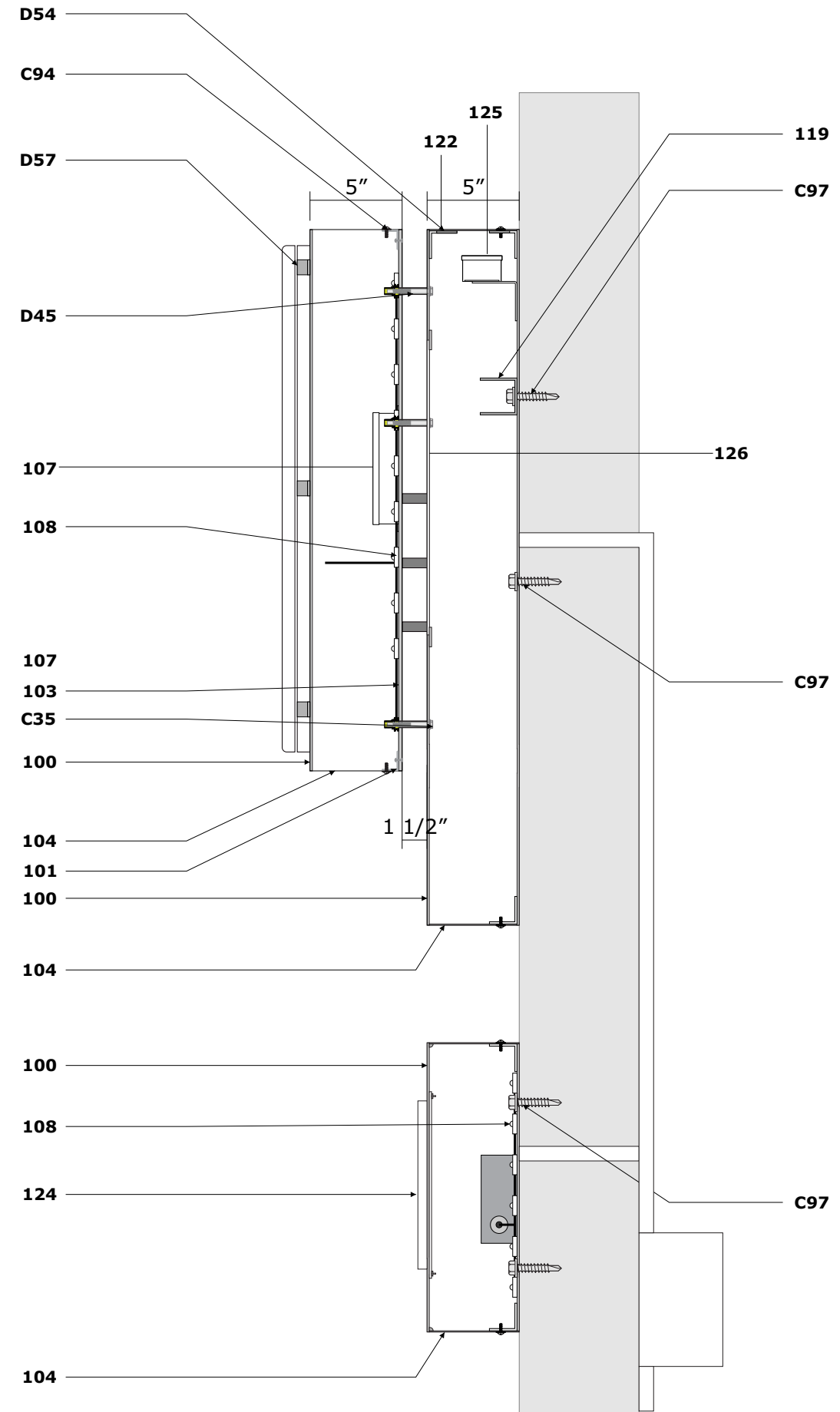


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INDEX:

- (C35) 1/4"-20 X2.5" HEX BOLT
- (C67) 1/4"-20 NUTSERT
- (C77) 1/8" STEEL RIVET 0.313-0.375
- (C94) #10-24 X 0.5" PAN HEAD MACH SCREW
- (C97) #12-24 X 1.5" HEX HEAD SELF DRILLING SCREW
- (D45) 1.5" X 0.38" OD X 0.26" ID ALUM. SPACER

- (D54) 1.5" X 1.5" X 0.125" STEEL ANGLE. NOTCH AT POWER SUPPLY FOR LED.
- (D57) AURORA FLEX RED LED
- (100) 0.125" ALUM. FACE
- (101) "L"-BRACKET
- (103) 3/16" POLY. CARB. BACK
- (104) 0.063"SIDEWALL
- (107) LED POWER SUPPLY FOR LETTERS IN "E" & "R".
- (108) WHITE P-LEDS
- (119) 2" X 2" X 0.125" ALUM. CHANNEL
- (122) 9" SERVICE DOOR ON TOP OF 'E' DROP SHADOW FOR BORDER LED POWER SUPPLY
- (123) .125 ALUM. BACKS
- (124) 1/2" THK. CLEAR PUSH THRU ACRYLIC
- (125) POWER SUPPLY FOR BORDER LED .063" THK. ALUM. BRACKET WELDED TO BACK.
- (126) ACCESS DOOR FOR ACCESSING MOUNTING




A

AURORA FLEX LED C/L ON A WIREWAY SECTION VIEW

Scale: 1 1/2" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

MAX MODS PER SERIES	MAX MODS PER POWER SUPPLY	 <p>PRINCIPAL SLOAN We Speak Sign Language</p> <p>3490 Venture Dr. San Angelo, TX 76905 1-325-227-4577 www.principalsloan.com layouts@pindustries.com</p>	THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL PROPERTY OF PRINCIPAL INDUSTRIES. ANY REPRODUCTION OR USE WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.	
Qwik Mod 3 25	Qwik Mod 3 50 MODS PER 60W PS		P.Terry's Burger Stand - 205657	
				REV. 1
		DATE: 03 May 2024	DRAWN BY : Shanae Capetillo	AMP DRAW: 3.30 A
		SIGN HEIGHT: 52.625in OA	SIGN DEPTH: 5 in	FACE MATERIAL: Vinyl
				MODULES PER FOOT: 2.05
				LIGHTING: Halo / Face Lit / Push Through

Job Name:

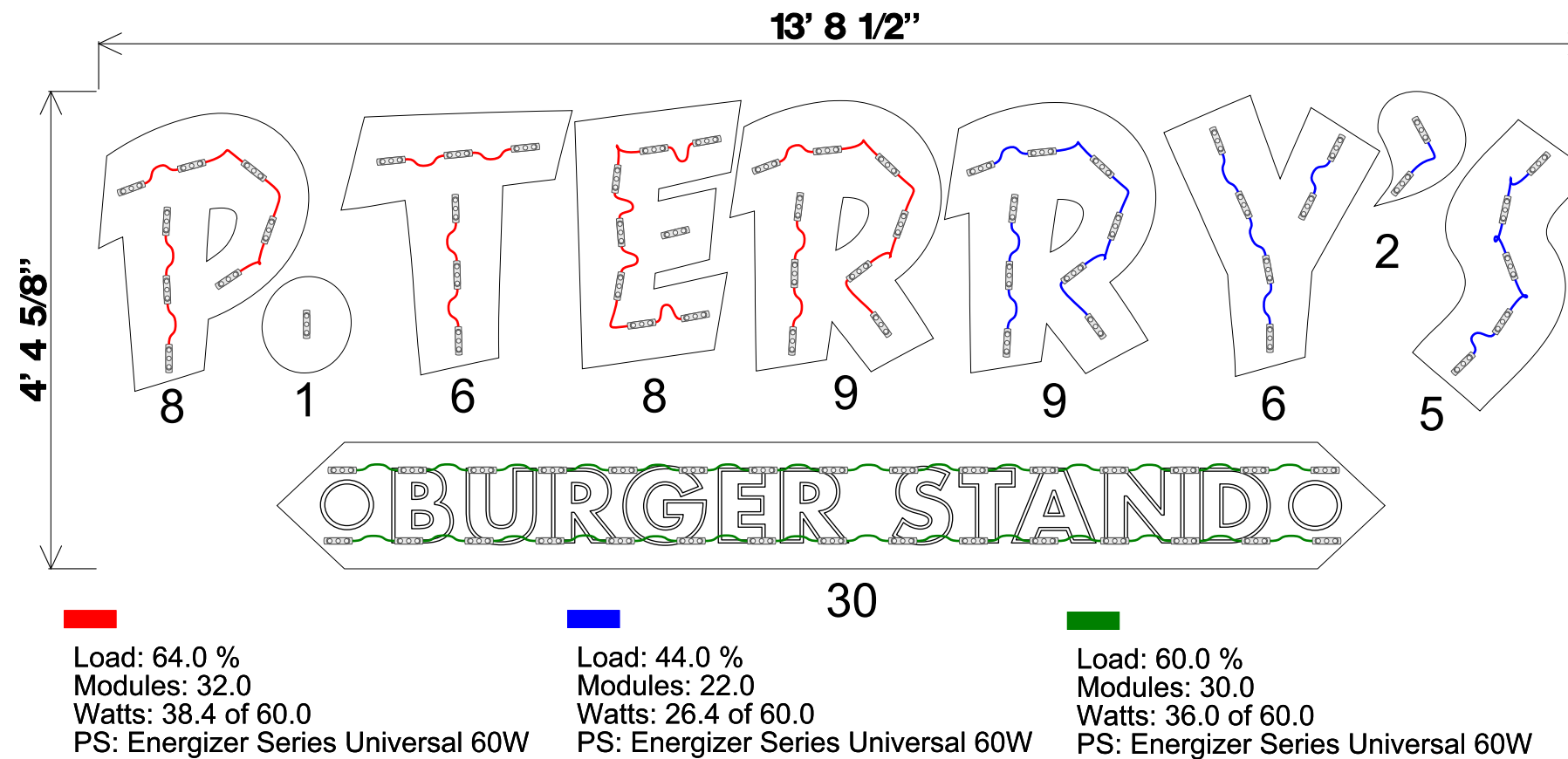


CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
Designer: Chris Brazell
File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr
Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base



ESTIMATED PRODUCT PER SIGN

(84) Qwik Mod 3 Modules:
(UL#: PL-QM3-TW200-P, SKU#: M-QMTX0-71)

(3) Energizer Series Universal 60W Driver(s):
(UL#: P-OH060-12-EC, SKU#: P-OH060-12-EC)



CAUTION: THIS LAYOUT IS ONLY AN ESTIMATE.

Channel letter depth, face color, material, and thickness can vary which may effect the number of modules required. To ensure accuracy, it is recommended that you test light in a darkened environment prior to installing or shipping to the site to ensure the light output is commercially acceptable. Final material estimates are the responsibility of the sign manufacturer. Unless noted in header, Layout is based on the use of acrylic face material.

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



A Comet Signs Company

TDLR #: 18010
MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



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Job Name:



CIBOLO, TX

- Proposal Drawing
- Final Drawing**

Client: Client Name

Location: 180 W Borgfeld Rd
Cibolo, TX 78108

Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler

Date: 9/8/2021

Designer: Chris Brazell
File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21

Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.

R3:11/12/21:EM: brick base

The layout is created for the purpose of determining product quantities and assist you in visualizing our proposal. Small adjustments may need to be made due to the cut cremenets of the product.

QTYS SHOWN IN LAYOUT ARE QTYS NEEDED FOR THE JOB. THIS MUMBER MAY NOT REFLECT QTYS SOLD PER PACKAGE.

ALL PRODUCTS MUST BE SOLD BY PER PACKAGE. (Exception: If job is being cut and sealed by G2G the quote will reflect quantities being used)

PROVIDED DRAWING BY CLIENTS:

G2G's layout is created based on below drawing, please carefully review all drawings and material specifications.

All layouts are approximate representations.



REVISIONS

Rev.	Date/Description	By

Orig. Date: 04/30/2024

PROJECT:
APPROVED BY:



30.625"

<p>TOTAL (INCH): 714.00</p> <p>WATTS: 166.60</p> <p>POWER SUPPLY (PCS): 3</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 60W 12VDC <input type="checkbox"/> 120W 12VDC <input type="checkbox"/> 100W 24VDC 	<p>FLEX OPTIONS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Aurora Flex <input checked="" type="checkbox"/> Aurora Flex MINI <input type="checkbox"/> Aurora Flex Curve <input type="checkbox"/> Aurora Flex Micro <input type="checkbox"/> Aurora Flex 360 <input type="checkbox"/> Aurora Flex 360 MINI 	<p>COLOR OPTIONS</p> <p>Tube Color <input type="checkbox"/> White Shell <input checked="" type="checkbox"/> Colored Shell</p> <p>LED Color</p> <table style="font-size: small;"> <tr> <td><input type="checkbox"/> White 7500K</td> <td><input type="checkbox"/> Lemon Yellow</td> </tr> <tr> <td><input type="checkbox"/> White 3500K</td> <td><input type="checkbox"/> Yellow</td> </tr> <tr> <td><input type="checkbox"/> White 4200K</td> <td><input type="checkbox"/> Blue</td> </tr> <tr> <td><input type="checkbox"/> White 6200K</td> <td><input type="checkbox"/> Green</td> </tr> <tr> <td><input checked="" type="checkbox"/> Red</td> <td><input type="checkbox"/> Pinkish Purple</td> </tr> <tr> <td><input type="checkbox"/> Pink</td> <td><input type="checkbox"/> Ice Blue</td> </tr> <tr> <td><input type="checkbox"/> Orange</td> <td><input type="checkbox"/> RGB</td> </tr> </table> <p>PLEASE NOTE: Some colors are not available for certain Flex Series. Please confirm when sending requests.</p>	<input type="checkbox"/> White 7500K	<input type="checkbox"/> Lemon Yellow	<input type="checkbox"/> White 3500K	<input type="checkbox"/> Yellow	<input type="checkbox"/> White 4200K	<input type="checkbox"/> Blue	<input type="checkbox"/> White 6200K	<input type="checkbox"/> Green	<input checked="" type="checkbox"/> Red	<input type="checkbox"/> Pinkish Purple	<input type="checkbox"/> Pink	<input type="checkbox"/> Ice Blue	<input type="checkbox"/> Orange	<input type="checkbox"/> RGB	<p>MATERIALS REQUIRED</p> <table border="1" style="font-size: x-small;"> <thead> <tr> <th>Part#</th> <th>Item</th> <th>QTY</th> <th>POWER</th> </tr> </thead> <tbody> <tr> <td>AF2010</td> <td>Aurora Flex Mini Red (Ruby shell)</td> <td>714.00 in</td> <td>166.60 W</td> </tr> <tr> <td>AFA2001</td> <td>Aurora Flex MINI End Cap</td> <td>12 pcs</td> <td></td> </tr> <tr> <td>AFA200301</td> <td>Aurora Flex MINI End Cap with Wires(New)</td> <td>12 pcs</td> <td></td> </tr> <tr> <td>AFA2009</td> <td>Aurora Flex Mini Seal Cap Suit</td> <td>2 bags</td> <td></td> </tr> <tr> <td>AFA2005N</td> <td>Aurora Flex MINI Mounting accessorie (V2)</td> <td>227 pcs</td> <td></td> </tr> <tr> <td>AFA2004</td> <td>Aurora Flex Mini Crystal Mounting Clips</td> <td>227 pcs</td> <td></td> </tr> <tr> <td>AFA2002</td> <td>Aurora Flex MINI Fast Dry Glue</td> <td>1 pcs</td> <td></td> </tr> <tr> <td>AS1001</td> <td>G-Silicone (used for seal cap suits)</td> <td>2 pcs</td> <td></td> </tr> <tr> <td>PS1001#E</td> <td>G2G-QIS-60-12VDC (V3)</td> <td>3 pcs</td> <td></td> </tr> </tbody> </table>	Part#	Item	QTY	POWER	AF2010	Aurora Flex Mini Red (Ruby shell)	714.00 in	166.60 W	AFA2001	Aurora Flex MINI End Cap	12 pcs		AFA200301	Aurora Flex MINI End Cap with Wires(New)	12 pcs		AFA2009	Aurora Flex Mini Seal Cap Suit	2 bags		AFA2005N	Aurora Flex MINI Mounting accessorie (V2)	227 pcs		AFA2004	Aurora Flex Mini Crystal Mounting Clips	227 pcs		AFA2002	Aurora Flex MINI Fast Dry Glue	1 pcs		AS1001	G-Silicone (used for seal cap suits)	2 pcs		PS1001#E	G2G-QIS-60-12VDC (V3)	3 pcs	
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CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



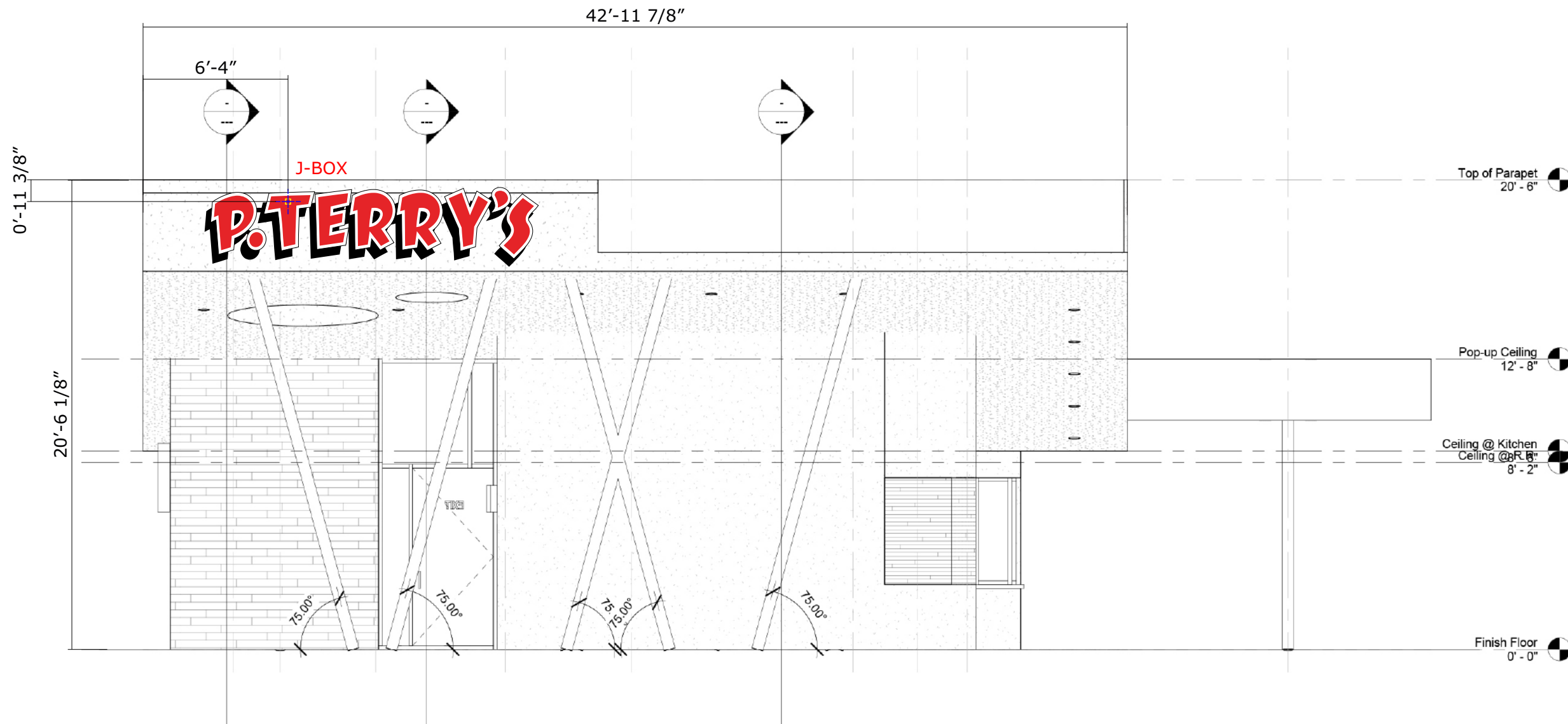
A Comet Signs COMPANY

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MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



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****ALREADY SUBMITTED FOR PERMIT SEPERATELY****



B NORTH ELEVATION

Scale: 3/16" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
 Location: 180 W Borgfeld Rd
 Cibolo, TX 78108

Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler
 Date: 9/8/2021
 Designer: Chris Brazell
 File Name: 24-1182 Terrys,
 Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
 Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
 R3:11/12/21:EM: brick base



CUSTOM SIGN CREATIONS

A Comet SIGNS COMPANY

TDLR #: 18010
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 1130 Rutherford, Suite 180
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SCOPE OF WORK:

1: 5" DEEP REVERSE-LIT/ EXPOSED AURORA FLEX RED LED ON FACE OF CHANNEL LETTERS PAINTED (P4) W/ 1ST SURFACE VINYL TO MATCH (V2) AND REVERSE-LIT WHITE P-LEDS. LEXAN BACKS TO HAVE 2ND SURFACE (V5) VINYL

2: 5" DEEP ALUM. WIREWAY DROP SHADOW TO BE PAINTED (P3) WITH OPAQUE (V1) VINYL ON THE FACE OF THE DROP SHADOW APPLIED UNDER C/L.

B AURORA FLEX LED C/L ON A WIREWAY
QTY: ONE(1)

50 SQFT

Scale: 1/2" = 1'0"

P3	P4	V1	V2	V5
MP Black N923 SP	MP White 202	ORACAL 951 010 WHITE (OPAQUE)	ORACAL 8800 031 RED (TRANS)	ORACAL 8800 682 OCEAN GREEN (SEAFOAM) (TRANS)



ILLUMINATED VIEW

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
Designer: Chris Brazell
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Cibolo, TX FINAL.cdr
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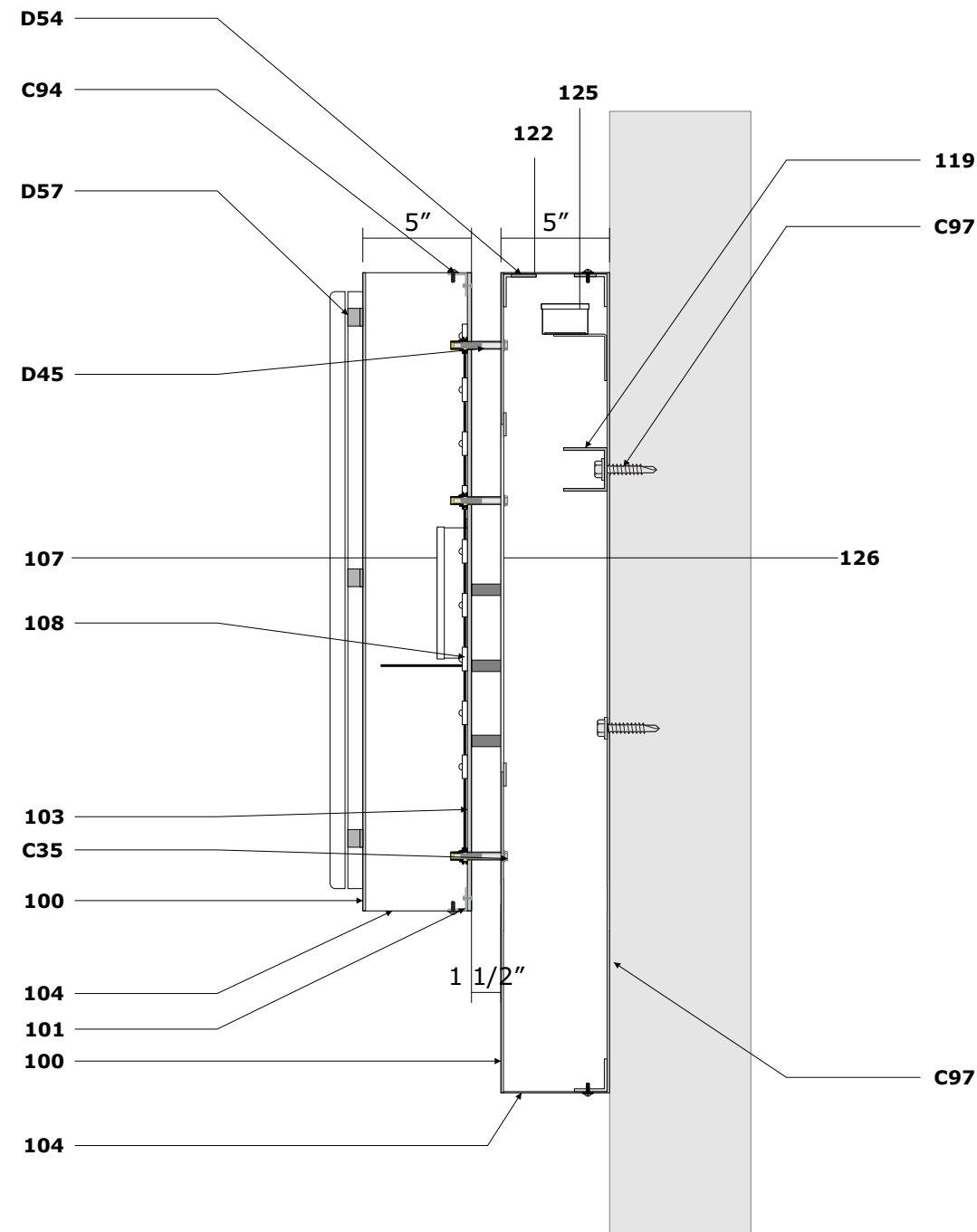
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****ALREADY SUBMITTED FOR PERMIT SEPERATELY****

INDEX:

- (C35)** 1/4"-20 X2.5" HEX BOLT
- (C67)** 1/4"-20 NUTSERT
- (C77)** 1/8" STEEL RIVET 0.313-0.375
- (C94)** #10-24 X 0.5" PAN HEAD MACH SCREW
- (C97)** #12-24 X 1.5" HEX HEAD SELF DRILLING SCREW
- (D45)** 1.5" X 0.38" OD X 0.26" ID ALUM. SPACER

- (D54)** 1.5" X 1.5" X0.125" STEEL ANGLE. NOTCH AT POWER SUPPLY FOR LED.
- (D57)** AURORA FLEX RED LED
- (100)** 0.125" ALUM. FACE
- (101)** "L"-BRACKET
- (103)** 3/16" POLY. CARB. BACK
- (104)** 0.063"SIDEWALL. REMOVABLE.
- (107)** LED POWER SUPPLY FOR LETTERS IN "E" & "R".
- (108)** WHITE P-LEDS
- (119)** 2" X 2" X0.125" ALUM. CHANNEL
- (122)** 9" SERVICE DOOR ON TOP OF 'E' DROP SHADOW FOR BORDER LED POWER SUPPLY
- (123)** .125 ALUM. BACKS
- (125)** POWER SUPPLY FOR BORDER LED .063" THK. ALUM. BRACKET WELDED TO BACK.
- (126)** ACCESS DOOR FOR ACCESSING MOUNTING



Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
 Location: 180 W Borgfeld Rd
 Cibolo, TX 78108
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CUSTOM SIGN CREATIONS

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B

AURORA FLEX LED C/L ON A WIREWAY SECTION VIEW

Scale: 1 1/2" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

MAX MODS PER SERIES	MAX MODS PER POWER SUPPLY
Qwik Mod 3 25	Qwik Mod 3 50 MODS PER 60W PS



3490 Venture Dr.
San Angelo, TX 76905
1-325-227-4577
www.principalsloan.com
layouts@pindustries.com

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P.Terrys - 205070			REV. 1
DATE: 30 Apr 2024	DRAWN BY : Shanae Capetillo	AMP DRAW: 2.20 A	FACE MATERIAL: Acrylic
SIGN HEIGHT: 32.375in OA	SIGN DEPTH: 5 in	MODULES PER FOOT: 2.37	LIGHTING: Face/Halo

Job Name:

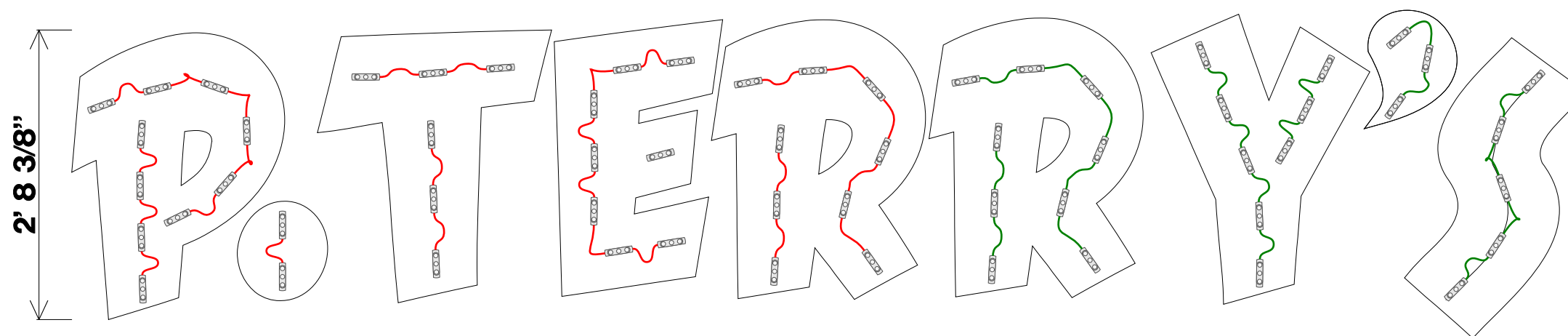


CIBOLO, TX

Proposal Drawing
 Final Drawing

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Cibolo, TX FINAL.cdr
Proposal #: 62919 R21
Job #: 24-1182

****ALREADY SUBMITTED FOR PERMIT SEPERATELY****



Load: 70.0 %
Modules: 35.0
Watts: 42.0 of 60.0
PS: Energizer Series Universal 60W

Load: 50.0 %
Modules: 25.0
Watts: 30.0 of 60.0
PS: Energizer Series Universal 60W

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base

ESTIMATED PRODUCT PER SIGN

(60) Qwik Mod 3 Modules:
(UL#: PL-QM3-TW200-P, SKU#: M-QMTX0-71)

(2) Energizer Series Universal 60W Driver(s):
(UL#: P-OH060-12-EC, SKU#: P-OH060-12-EC)

Channel Letter Lighting?
WE'VE GOT THAT!

- Available in Micro, Mini, Spec, HO & Deep
- All sizes available in 3000 K, 4100 K, 5000 K, 6500 K, 7100 K
- Mini & Spec available in Red, Green & Blue

Prism Synergy
LIFE SIGN 24 VDC
PRINCIPAL SLOAN

CAUTION: THIS LAYOUT IS ONLY AN ESTIMATE.

Channel letter depth, face color, material, and thickness can vary which may effect the number of modules required. To ensure accuracy, it is recommended that you test light in a darkened environment prior to installing or shipping to the site to ensure the light output is commercially acceptable. Final material estimates are the responsibility of the sign manufacturer. Unless noted in header, Layout is based on the use of acrylic face material.

CUSTOMER APPROVAL

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PROVIDED DRAWING BY CLIENTS:

G2G's layout is created based on below drawing, please carefully review all drawings and material specifications.

All layouts are approximate representations.



REVISIONS

Rev.	Date/Description	By

Orig. Date: 09/11/2023

Rev. Date:

PROJECT:

APPROVED BY:

TOTAL (INCH): 744.92

WATTS: 173.81

POWER SUPPLY (PCS): 4

- 60W 12VDC
- 120W 12VDC
- 100W 24VDC

FLEX OPTIONS

- Aurora Flex
- Aurora Flex MINI
- Aurora Flex Curve
- Aurora Flex Micro
- Aurora Flex 360
- Aurora Flex 360 MINI

COLOR OPTIONS



PLEASE NOTE:
Some colors are not available for certain Flex Series. Please confirm when sending requests.

MATERIALS REQUIRED

Part#	Item	QTY	
AF2010	Aurora Flex Mini Red (Ruby shell)	744.92 in	173.81 W
AFA2001	Aurora Flex MINI End Cap	12 pcs	
AFA200301	Aurora Flex MINI End Cap with Wires(New)	12 pcs	
AFA2009	Aurora Flex Mini Seal Cap Suit	2 sets	
AFA2005	Aurora Flex MINI Mounting accessorie	187 pcs	
AFA2004	Aurora Flex Mini Crystal Mounting Clips	187 pcs	
AFA2002	Aurora Flex MINI Fast Dry Glue	1 pcs	
AFA1018	Aurora Flex Silicone	2 pcs	
AFA1019	Aurora Flex Silicone Squeezing Accessory	1 pcs	
QISPS1001#2	G2G-QIS-60-12VDC (V2)	4 pcs	

Please purchase silicone at your local supplier temporarily.

Job Name:



CIBOLO, TX

- Proposal Drawing
- Final Drawing

Client: Client Name

Location: 180 W Borgfeld Rd
Cibolo, TX 78108

Salesperson: Maggie Star

Prj. Mngr.: Andy Leffler

Date: 9/8/2021

Designer: Chris Brazell

File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21

Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.

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A Comet SIGNS COMPANY

Comet SIGNS COMPANY

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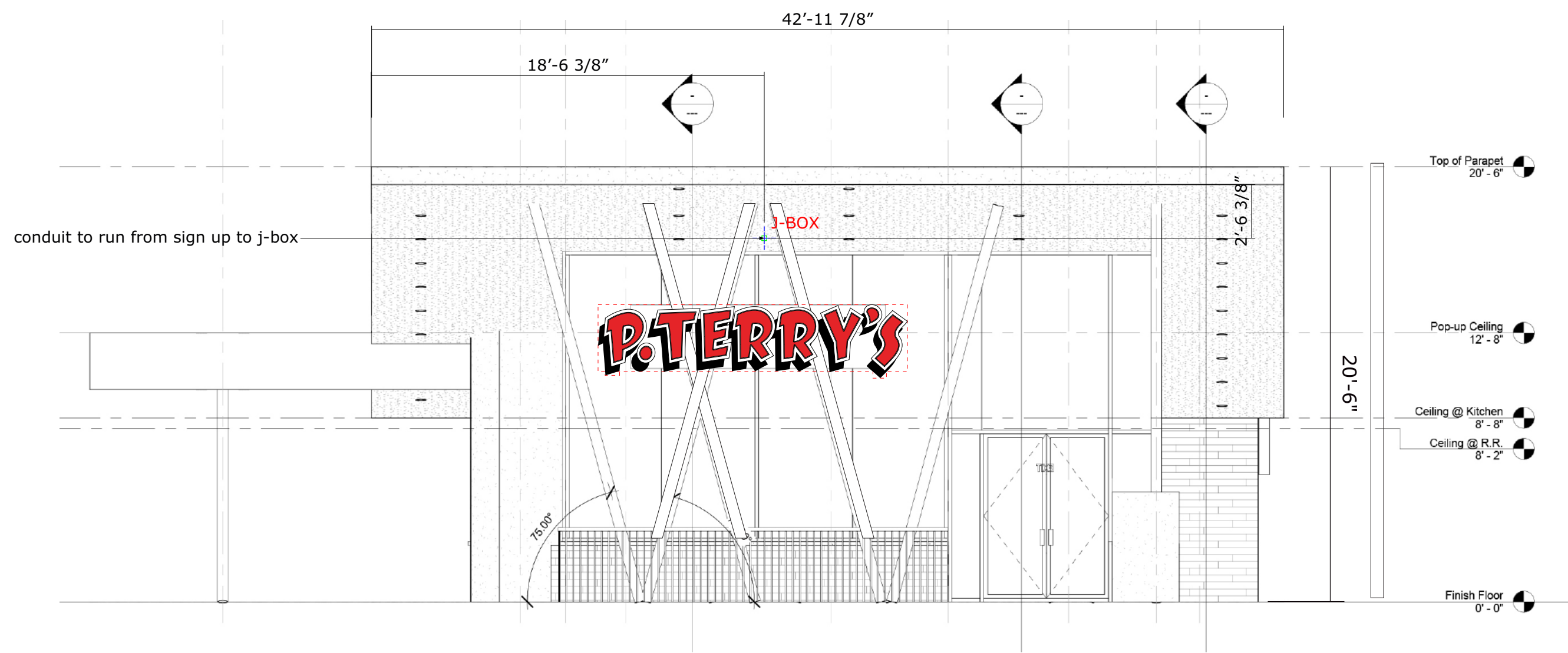


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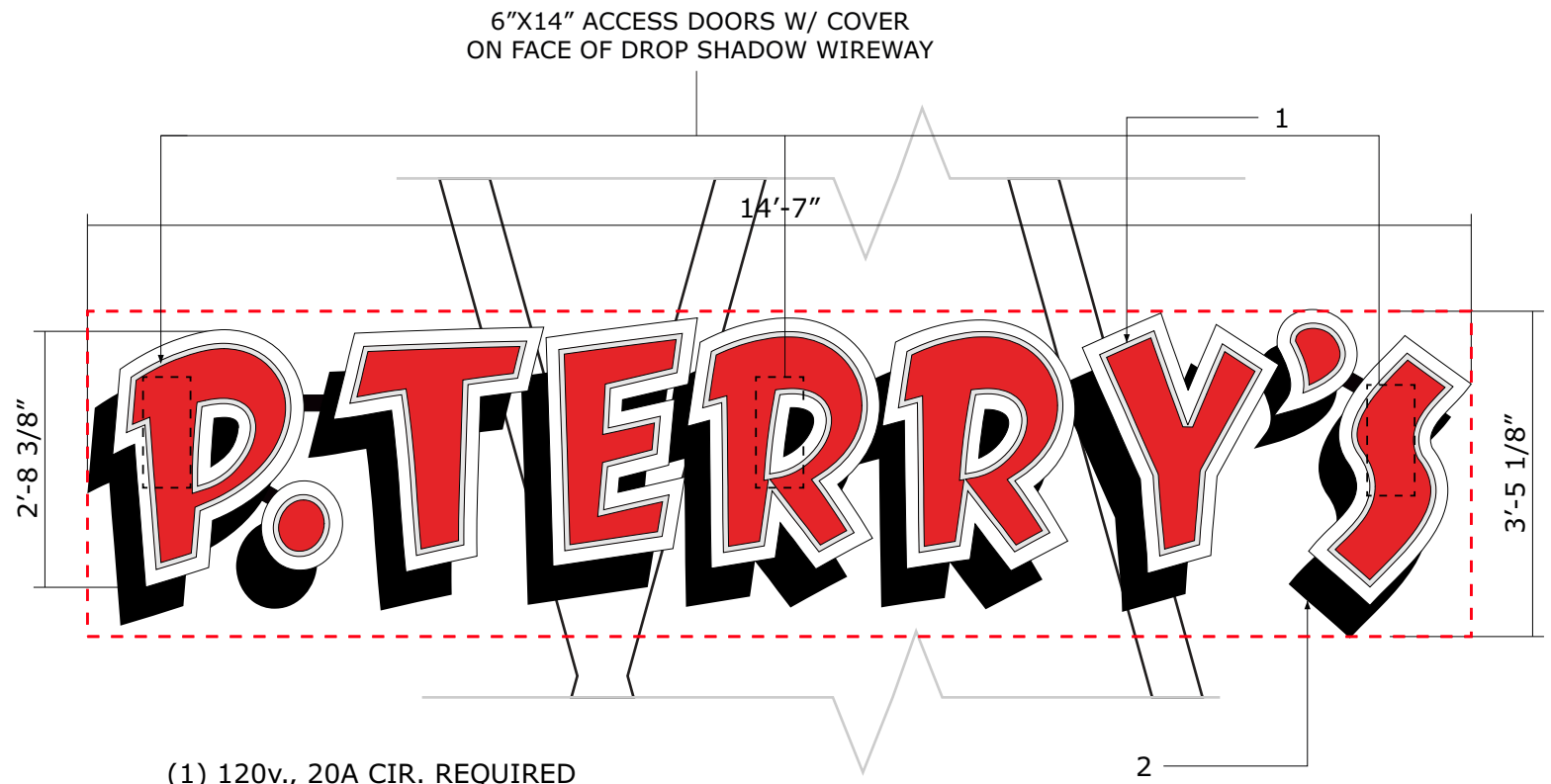


C SOUTH ELEVATION

Scale: 3/16" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



(1) 120v., 20A CIR. REQUIRED

C **AURORA FLEX LED C/L ON A WIREWAY POLE MOUNTED** **50 SQFT**
QTY: ONE(1) **Scale: 1/2" = 1'0"**

SCOPE OF WORK:

- 1:** 5" DEEP REVERSE-LIT/ EXPOSED AURORA FLEX RED LED ON FACE OF CHANNEL LETTERS PAINTED (P1) AND (P4) WITH REVERSE-LIT WHITE P-LEDS. LEXAN BACKS TO HAVE 2ND SURFACE (V5) VINYL
- 2:** 5" DEEP ALUM. WIREWAY DROP SHADOW TO BE PAINTED (P3)
- 3:** RECT. TUBE MOUNTING BRACKET PAINTED (P3)



P3	P4	P5	V1	V2	V3	V4	V5
MP Black N923 SP	MP White 202	MP 41342SP Brushed Aluminum	ORACAL 951 010 WHITE (OPAQUE)	ORACAL 8800 031 RED (TRANS)	ORACAL 951 070 BLACK (OPAQUE)	ORACAL 60% DIFFUSER 8860-010 (TRANS)	ORACAL 8800 682 OCEAN GREEN (SEAFOAM) (TRANS)



ILLUMINATED VIEW

CUSTOMER APPROVAL

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 Designer: Chris Brazell
 File Name: 24-1182 Terrys,
 Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
 Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
 R3:11/12/21:EM: brick base



CUSTOM SIGN CREATIONS

A **Comet SIGNS** COMPANY

TDLR #: 18010
 MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



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Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
 Location: 180 W Borgfeld Rd
 Cibolo, TX 78108
 Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler
 Date: 9/8/2021
 Designer: Chris Brazell
 File Name: 24-1182 Terrys,
 Cibolo, TX FINAL.cdr
 Proposal #: 62919 R21
 Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
 R3:11/12/21:EM: brick base



A Comet SIGNS COMPANY

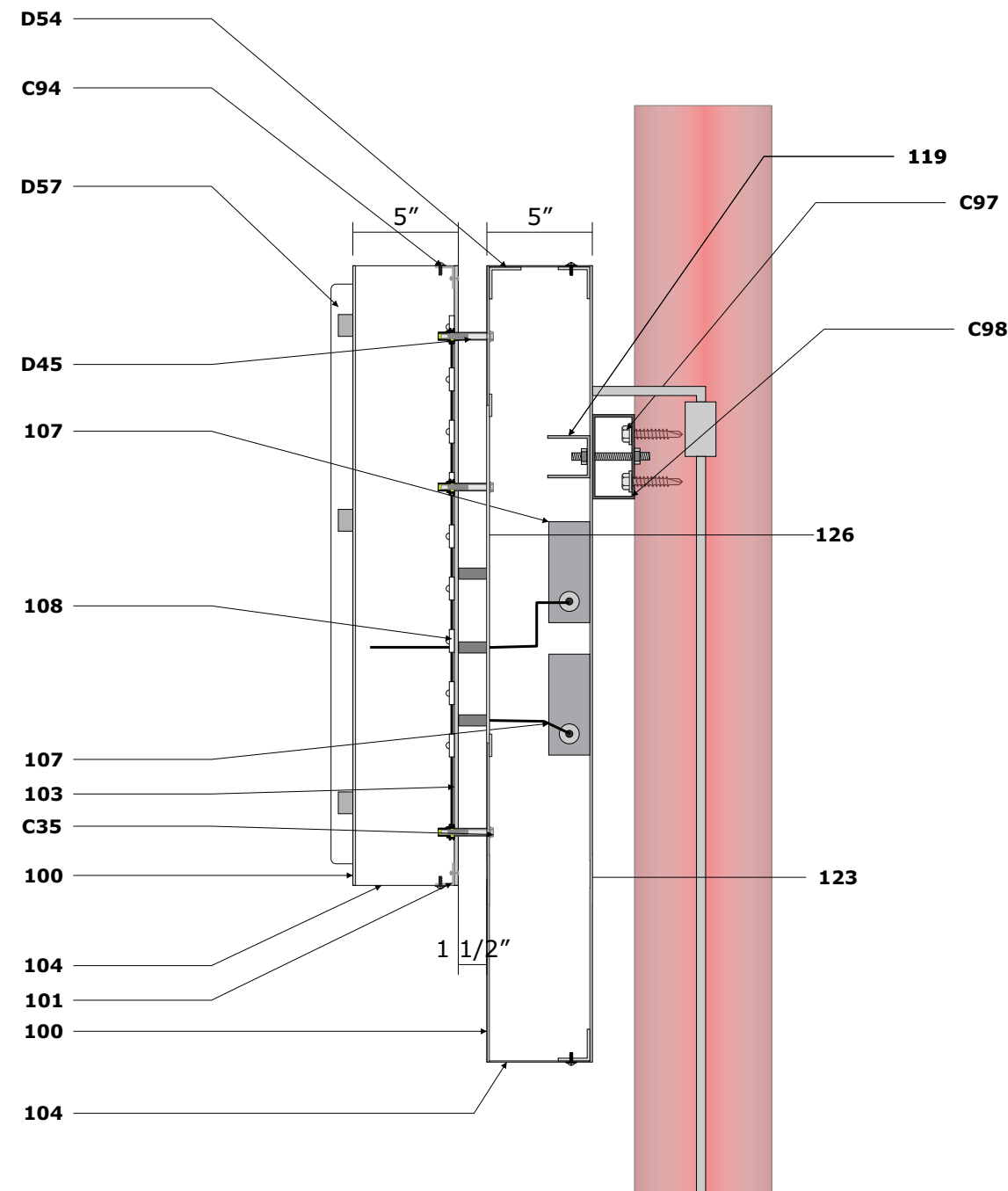
TDLR #: 18010
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 1130 Rutherford, Suite 180
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INDEX:

- (C35)** 1/4"-20 X2.5" HEX BOLT
- (C67)** 1/4"-20 NUTSERT
- (C77)** 1/8" STEEL RIVET 0.313-0.375
- (C94)** #10-24 X 0.5" PAN HEAD MACH SCREW
- (C97)** #12-24 X 1.5" HEX HEAD SELF DRILLING SCREW
- (C98)** 4"x2"x.125 RECT TUBING CAPPED AND PAINTED BLACK
- (D45)** 1.5" X 0.38" OD X 0.26" ID ALUM. SPACER
- (D54)** 1.5" X 1.5" X0.125" STEEL ANGLE
- (D57)** AURORA FLEX RED LED
- (100)** 0.125" ALUM. FACE
- (101)** "L"-BRACKET
- (103)** 3/16" POLY. CARB. BACK (SANDED 80 GRIT).
- (104)** 0.063"SIDEWALL
- (107)** LED TRANSFORMER
- (108)** QM3 WHITE P-LEDS
- (119)** 2" X 2" X .125" ALUM. CHANNEL
- (122)** SERVICE DOOR ON BOTTOM OF 'E' DROP SHADOW
- (123)** .125 ALUM. BACKS
- (126)** ACCESS DOOR FOR ACCESSING MOUNTING



AURORA FLEX LED C/L ON A WIREWAY POLE MOUNTED : SECTION VIEW

Scale: 1 1/2" = 1'0"

C

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

MAX MODS PER SERIES	MAX MODS PER POWER SUPPLY
Qwik Mod 3 25	Qwik Mod 3 50 MODS PER 60W PS



3490 Venture Dr.
San Angelo, TX 76905
1-325-227-4577
www.principalsloan.com
layouts@pindustries.com

THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL PROPERTY OF PRINCIPAL INDUSTRIES. ANY REPRODUCTION OR USE WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.

P.Terrys - 205070			REV. 1
DATE: 30 Apr 2024	DRAWN BY : Shanae Capetillo	AMP DRAW: 2.20 A	FACE MATERIAL: Acrylic
SIGN HEIGHT: 32.375in OA	SIGN DEPTH: 5 in	MODULES PER FOOT: 2.37	LIGHTING: Face/Halo

Job Name:

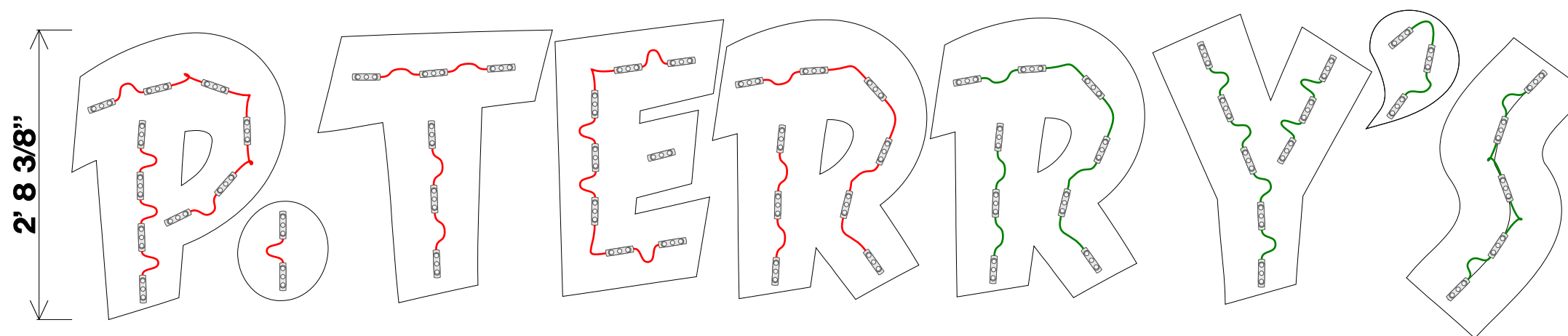


CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
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Cibolo, TX FINAL.cdr
Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base



Load: 70.0 %
Modules: 35.0
Watts: 42.0 of 60.0
PS: Energizer Series Universal 60W

Load: 50.0 %
Modules: 25.0
Watts: 30.0 of 60.0
PS: Energizer Series Universal 60W

ESTIMATED PRODUCT PER SIGN

- (60) Qwik Mod 3 Modules:
(UL#: PL-QM3-TW200-P, SKU#: M-QMTX0-71)
- (2) Energizer Series Universal 60W Driver(s):
(UL#: P-OH060-12-EC, SKU#: P-OH060-12-EC)



CAUTION: THIS LAYOUT IS ONLY AN ESTIMATE.

Channel letter depth, face color, material, and thickness can vary which may effect the number of modules required. To ensure accuracy, it is recommended that you test light in a darkened environment prior to installing or shipping to the site to ensure the light output is commercially acceptable. Final material estimates are the responsibility of the sign manufacturer. Unless noted in header, Layout is based on the use of acrylic face material.

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



A Comet Signs Company

TDLR #: 18010
MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



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The layout is created for the purpose of determining product quantities and assist you in visualizing our proposal. Small adjustments may need to be made due to the cut cremenets of the product.

QTYS SHOWN IN LAYOUT ARE QTYS NEEDED FOR THE JOB. THIS MUMBER MAY NOT REFLECT QTYS SOLD PER PACKAGE.

ALL PRODUCTS MUST BE SOLD BY PER PACKAGE. (Exception: If job is being cut and sealed by G2G the quote will reflect quantities being used)

PROVIDED DRAWING BY CLIENTS:

G2G's layout is created based on below drawing, please carefully review all drawings and material specifications. All layouts are approximate representations.



REVISIONS

Rev.	Date/Description	By

Orig. Date: 09/11/2023

Rev. Date:

**PROJECT:
APPROVED BY:**

TOTAL (INCH): 744.92

WATTS: 173.81

POWER SUPPLY (PCS): 4

- 60W 12VDC
- 120W 12VDC
- 100W 24VDC

FLEX OPTIONS

- Aurora Flex
- Aurora Flex MINI
- Aurora Flex Curve
- Aurora Flex Micro
- Aurora Flex 360
- Aurora Flex 360 MINI

COLOR OPTIONS



PLEASE NOTE:
Some colors are not available for certain Flex Series. Please confirm when sending requests.

MATERIALS REQUIRED

Part#	Item	QTY
AF2010	Aurora Flex Mini Red (Ruby shell)	744.92 in 173.81 W
AFA2001	Aurora Flex MINI End Cap	12 pcs
AFA200301	Aurora Flex MINI End Cap with Wires(New)	12 pcs
AFA2009	Aurora Flex Mini Seal Cap Suit	2 sets
AFA2005	Aurora Flex MINI Mounting accessorie	187 pcs
AFA2004	Aurora Flex Mini Crystal Mounting Clips	187 pcs
AFA2002	Aurora Flex MINI Fast Dry Glue	1 pcs
AFA1018	Aurora Flex Silicone	2 pcs
AFA1019	Aurora Flex Silicone Squeezing Accessory	1 pcs
QISPS1001#2	G2G-QIS-60-12VDC (V2)	4 pcs

Please purchase silicone at your local supplier temporarily.

Job Name:



CIBOLO, TX

- Proposal Drawing
- Final Drawing

Client: Client Name

Location: 180 W Borgfeld Rd
Cibolo, TX 78108

Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler

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A Comet SIGNS COMPANY

TDLR #: 18010
MET #: E113766

**1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300**













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CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Property Information Map 961 Cibolo Valley Drive

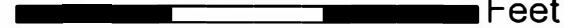
-  Property of Interest
-  City of Cibolo Water Service Area
-  City of Cibolo Sewer Service Area
-  Parcel Boundaries
-  Neighborhood Commercial (C1)
-  Retail / Office (C3)
-  General Commercial (C4)
-  Light Industrial (I1)
-  High Density Single-Family Residential (SF6)
-  Public Facility (PF) - Institution

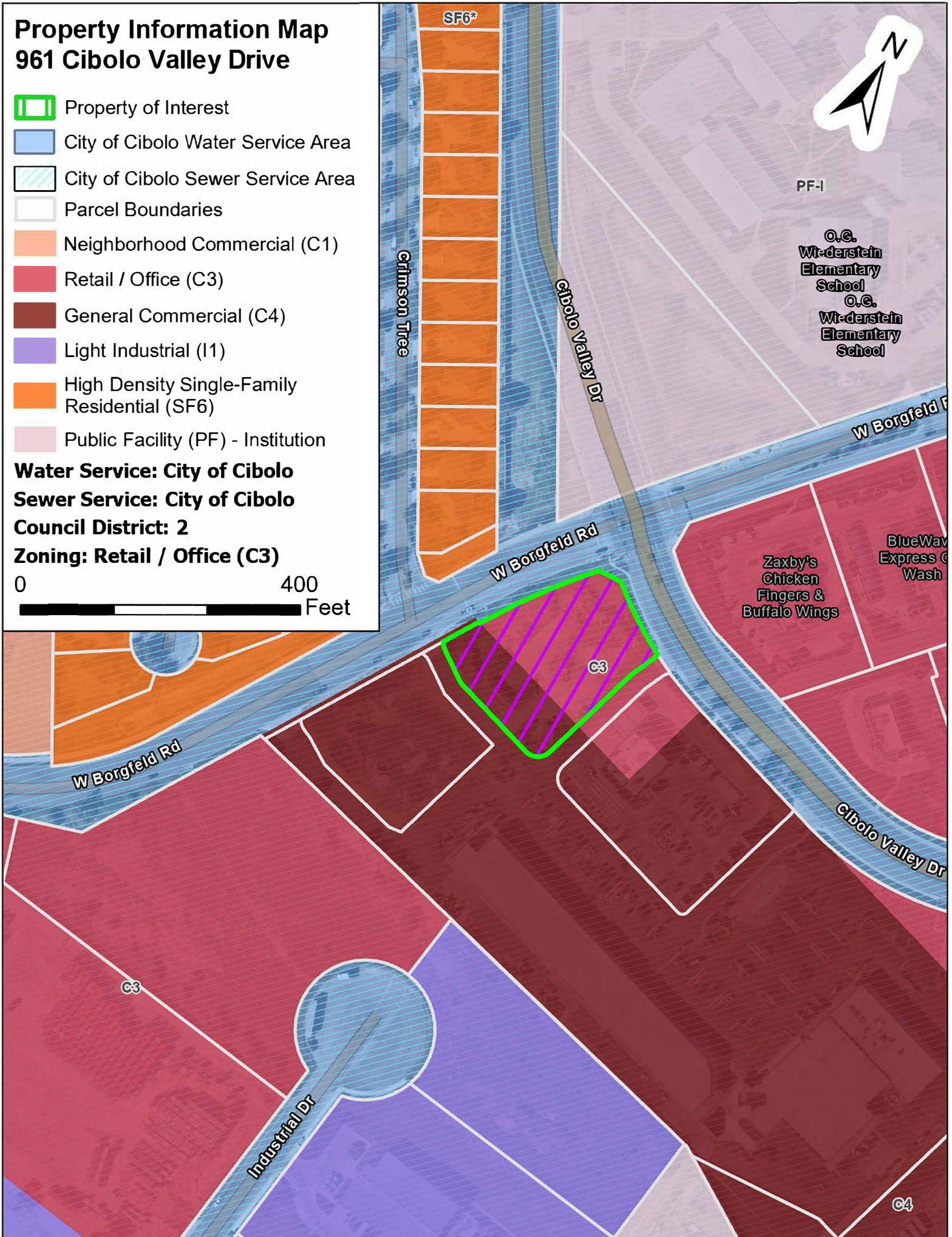
Water Service: City of Cibolo

Sewer Service: City of Cibolo

Council District: 2

Zoning: Retail / Office (C3)

0 400
 Feet



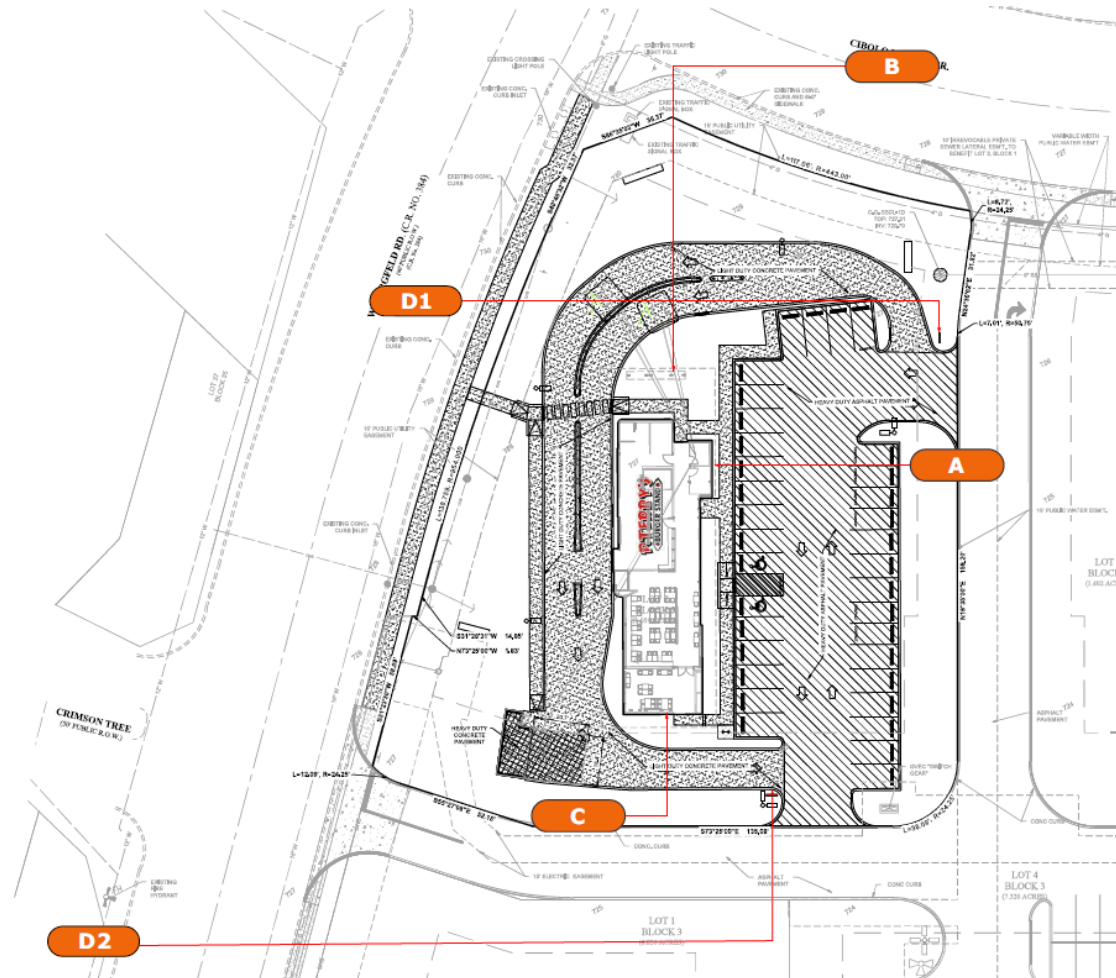


Sign Package

180 W Borgfeld Rd Cibolo, TX 78108

P. TERRY'S - CIBOLO

Signs A and C do not face public or private ROWs, based on the plat, staff considers the "roads" to be private drives but not ROWs by UDC definitions. Per Sec. 58-5, wall signs must face a public or private ROW.



P. TERRY'S - CIBOLO

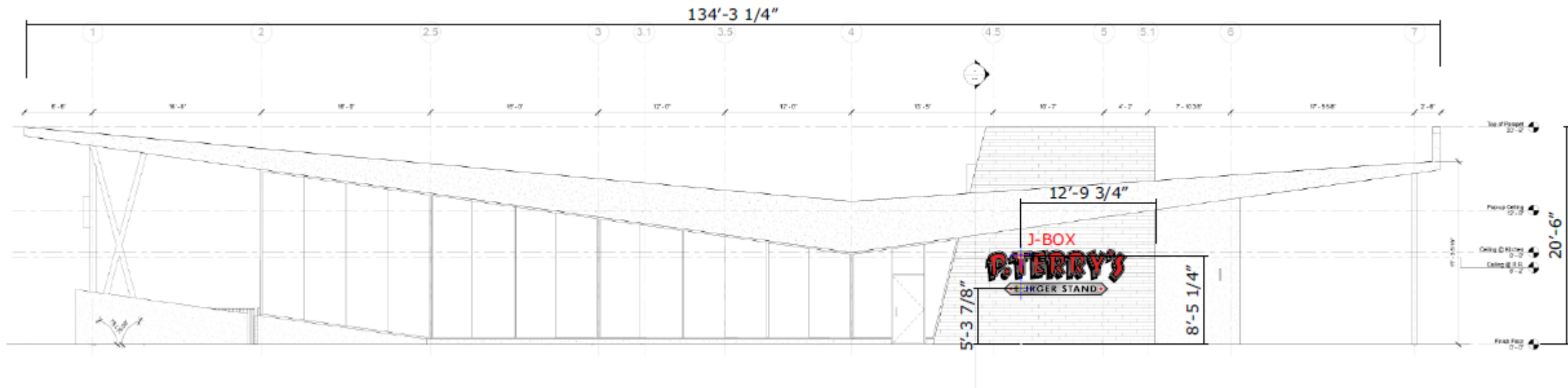
Exhibit A

Chick-fil-A signage facing "road" that we were denied.



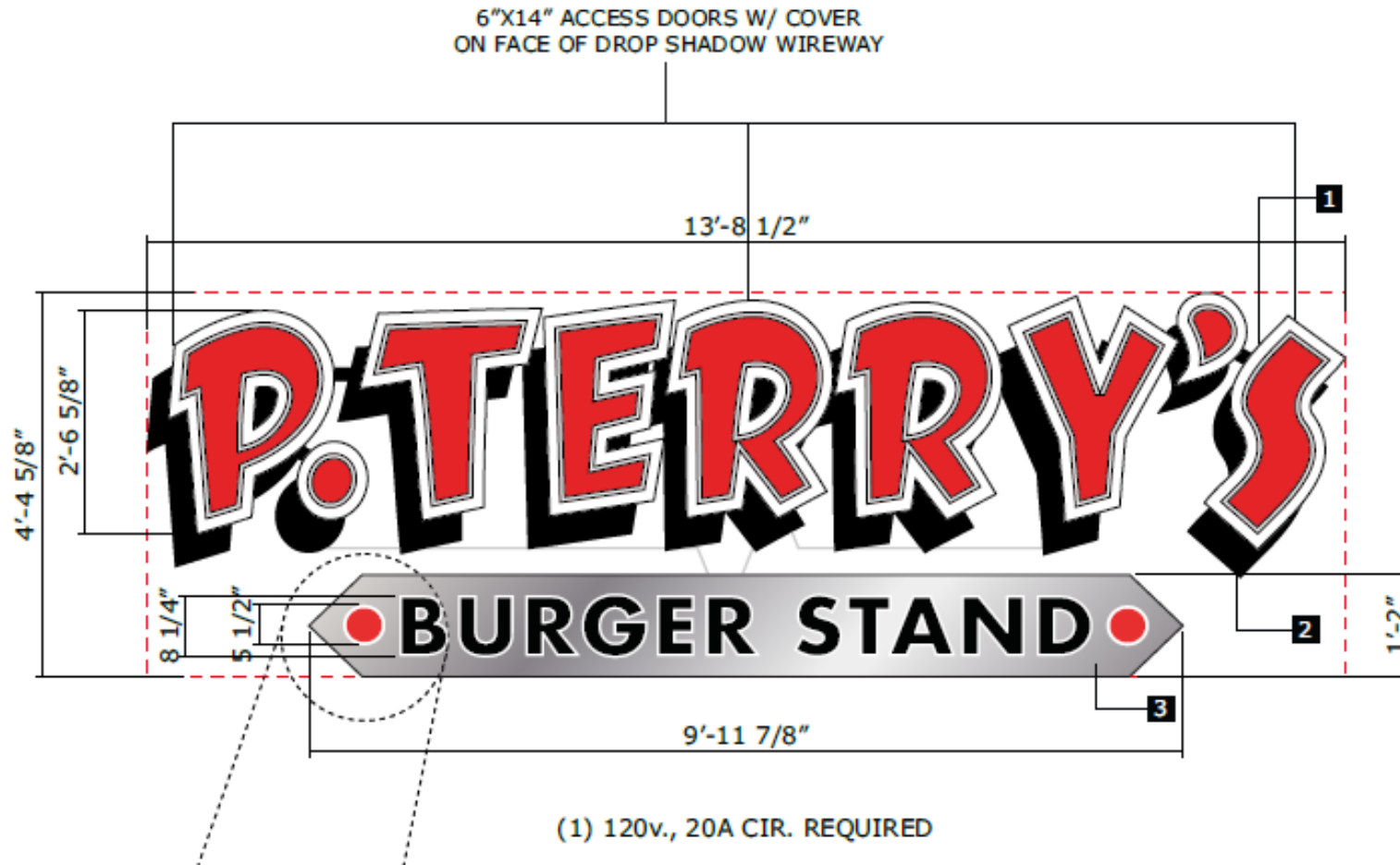
P. TERRY'S - CIBOLO

Sign A facing "road" across from Chick-fil-A. This is P. Terry's main public entrance and currently has no sign. This spec is smaller than typical but proportionate to elevation.



P. TERRY'S - CIBOLO

Sign A specs



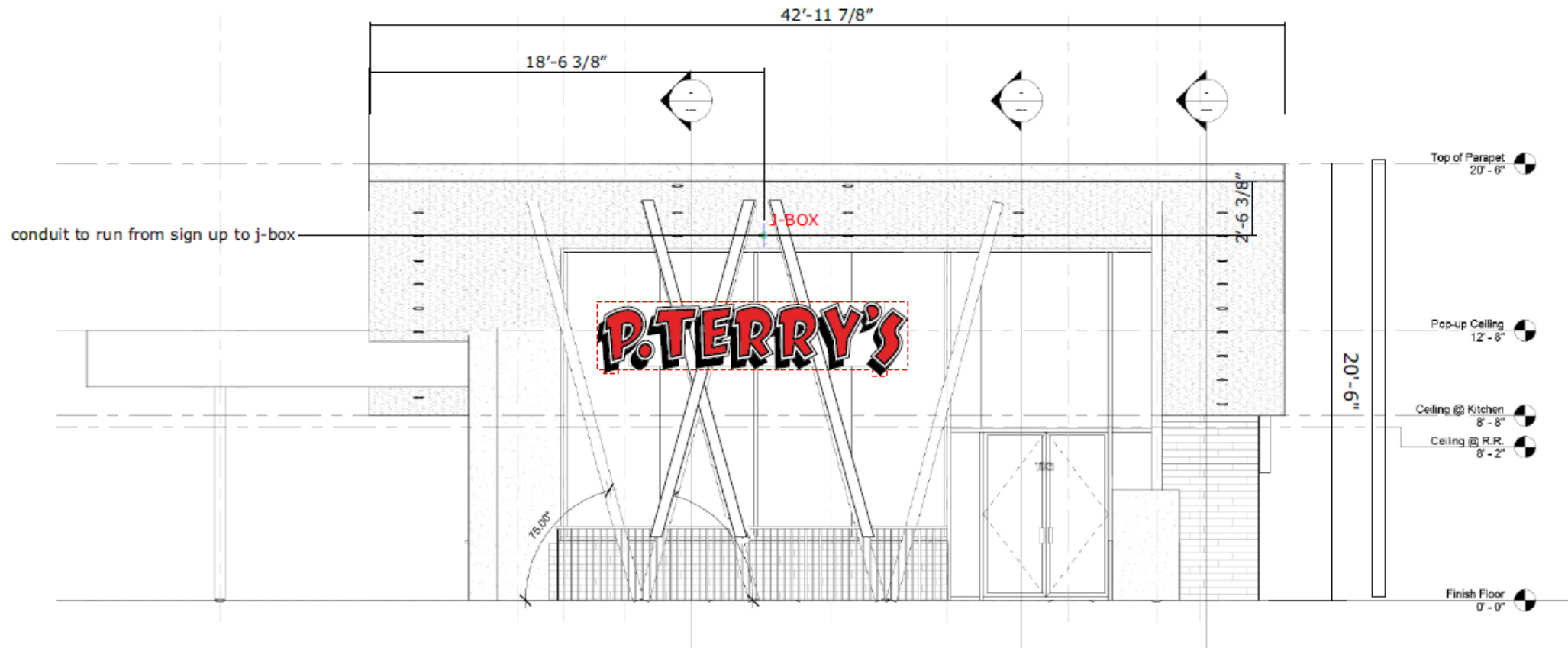
P. TERRY'S - CIBOLO

Chick-fil-A signage on all four sides. Also facing same "road" our sign C was denied.



P. TERRY'S - CIBOLO

P. Terry's Sign C - Currently there is no brand identification on the building as you drive North on Borgfeld Rd. The architectural feature on this elevation to which the signage would be mounted is consistent with P. Terry's brand and building aesthetic. The architectural feature is attached to the building on the top and bottom creating the further most point of this elevation and the only area to which a sign can be attached.



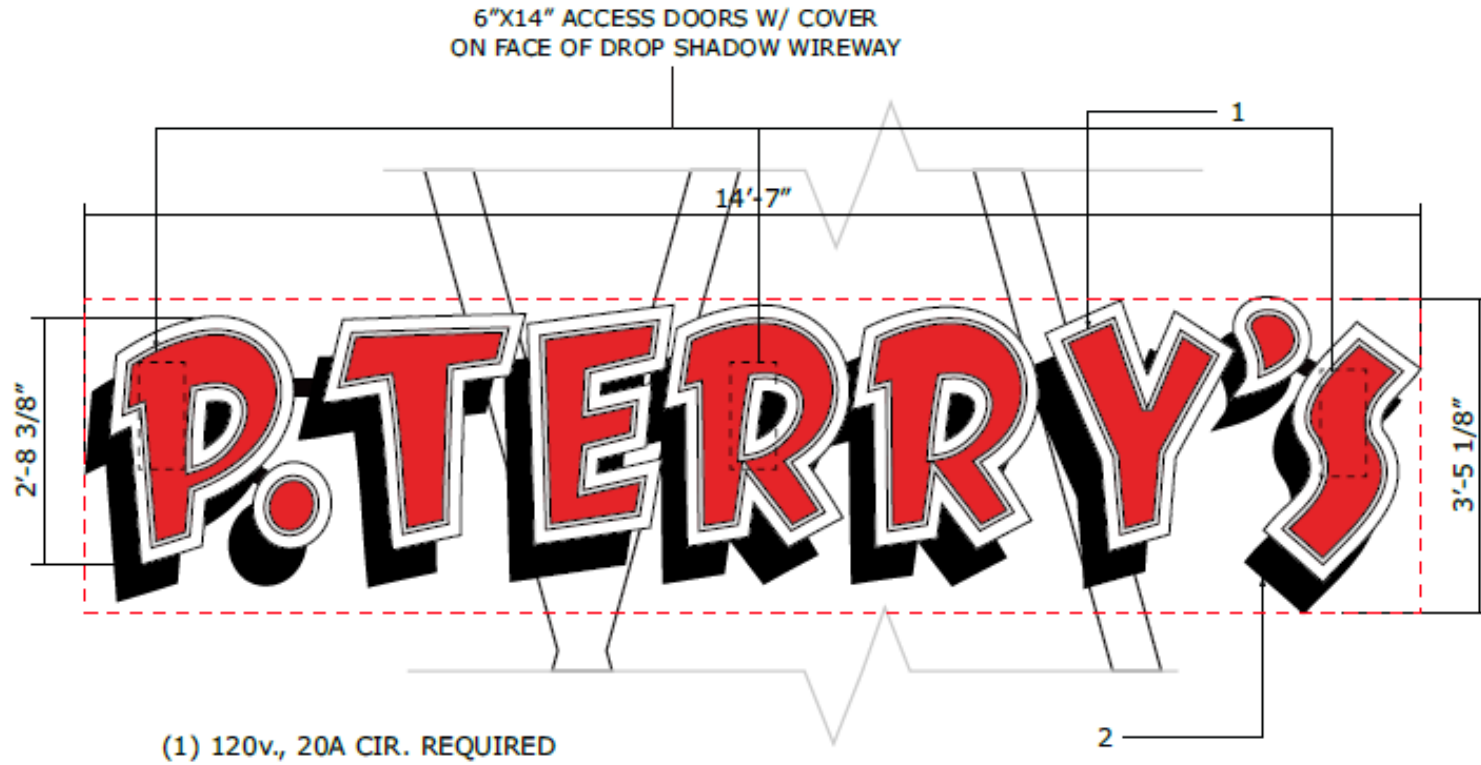
P. TERRY'S - CIBOLO

Sign C pictures



P. TERRY'S - CIBOLO

Sign C specs



P. TERRY'S - CIBOLO

Freestanding businesses in the area have been allowed signage on almost every elevation.

Wells Fargo



P. TERRY'S - CIBOLO

Freestanding businesses in the area have been allowed signage on almost every elevation.

Zaxby's



P. TERRY'S - CIBOLO

Building sign facing "road" and more than 1 building sign.

Blue Wave Car Wash



P. TERRY'S - CIBOLO

Signage greater than 60 sf.

CVS Pharmacy



P. TERRY'S - CIBOLO

Lease spaces being allowed as much square footage as a freestanding building.

Lease Spaces





Notice of Petition



July 29, 2024

This is a correction to the previous notice sent on May 22, 2024. The address has been corrected from 180 West Borgfeld Road to 961 Cibolo Valley Drive.

Dear Property Owner,

County tax records indicate that you own property within 200 feet of a property subject to an application to the City of Cibolo's Comprehensive Sign Program. Following the City of Cibolo's Part II – Code of Ordinances: Chapter 58: Signs, you have been sent this official Notice of Petition to inform you of this request.

This notice does not directly pertain to your property.

The purpose of this letter is to make you aware of a Comprehensive Sign Program request near your property and provide you an opportunity to voice your opinion. Your opinion matters.

In accordance with the Code of Ordinances, the Planning and Zoning Commission will hold a public hearing on **Wednesday, August 14, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas,** and the City Council will hold a public hearing on **Tuesday, August 27, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas.**

The application for the Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as **BUFFALO HEIGHTS, BLOCK 3, LOT 2, 1.059 AC.**

Applicant/Owner: Monty Montgomery, P. Terry's

Sincerely,
Lindsey Walker, CNU-A
Planner
walker@cibolotx.gov

REPLY NOTICE (SGP-24-01)

Name (please print): Felicia M. Saenz

Address (In relation to Map Exhibit): 244 Primson Tree, Cibolo, Tx 78108

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Comprehensive Sign Program you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:	City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
IN PERSON:	City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NO1 accepted at this address)
EMAIL:	Take a photo or scan it to planning@cibolotx.gov

In Favor

Opposed

Comments:

Please ask P Terry to lower the volume when calling's out orders can hear at my house! All this growth is giving lowering front of my house!

Signature: _____

Date: _____

8/1/24



City Council Regular Meeting Staff Report

Conduct a public hearing regarding a Comprehensive Sign Program application for certain real property located at 400 Cibolo Valley Drive, legally described as CIBOLO VALLEY DRIVE RETAIL, LOT 1, BLK A 1.557 ACS. (Ms. Huerta)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Public Hearing Item: 6D
From	
Lindsey Walker, Planner I	
Staff Contact(s)	
Susana Huerta,	

COUNCIL ACTION: Conduct 2nd Public Hearing

PLANNING & ZONING RECOMMENDATION: Approval by 7-0 Vote

PROPERTY INFORMATION:

Project Name: SGP-24-02
 Owners: ADISORA, LLC
 Representative: Mary Gorman, Southwest Texas Sign Service, Inc.
 Location/Area: 400 Cibolo Valley Drive, 3.023 acres
 Location: Cibolo Valley Drive
 Council District: 4
 Zoning: Retail/Office (C-3)

FINDINGS:

The applicant property is located within the Retail/Office (C-3) zoning district on Cibolo Valley Drive, across from the Cibolo Bend Shopping Center. North of the property is Move It Storage and The Brooks of Cibolo. The remaining surrounding properties are predominantly commercially zoned. CVS and a Pic-N-Pac are located south of the property. All adjacent properties are within the C-3 zoning district. The applicant is requesting a Comprehensive Sign Program to allow additional wall signs, for which the combined total square footage would exceed the maximum allowable square footage for a single commercial building fronting an "other" street type. A 34 and 31.25 square foot wall sign (Signs A2 and B) facing Cibolo Valley Drive was approved on June 28, 2024. The requested program includes an additional sign (Sign A1), totaling 34 square feet, that face an interior right-of-way (ROW).

Code of Ordinances Chapter 58 Signs, Section 58-14 allows for "Comprehensive Sign Program"

The use of comprehensive sign program is designed for integrated commercial and industrial developments that generally have multiple uses, multiple shared points of access, or that may be a part of a large scale development, such as a shopping mall or industrial park that is identifiable by a single development name, or by a school or hospital that may have multiple buildings and/or special signage needs; to allow site or development project signage that is appropriate to the character of the development in order to adequately identify the development in a form so as to provide a good visual environment, promote traffic safety, and minimize sign clutter in a form that is appropriate to the development and consistent with the purpose and intent of these sign requirements.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on July 21, 2024, and the [City Website](#). Individual letters were sent by mail to 8 property owners within 200' of the site. To date, staff has received zero (0) in favor of and zero (0) in opposition. Public Hearings were scheduled for August 14, 2024, (Planning and Zoning Commission) and on August 27, 2024, (City Council). Approval/Disapproval of the Comprehensive Sign Program is tentatively scheduled for the September 10, 2024, City Council meeting.

CITY COUNCIL ACTION:

1. **Approve** the requested Comprehensive Sign Program for certain real property located at 400 Cibolo Valley Drive, legally described as CIBOLO VALLEY DRIVE RETAIL, LOT 1, BLK A 1.557 ACS.
2. **Approve** the requested Comprehensive Sign Program for certain real property located at 400 Cibolo Valley Drive, legally described as CIBOLO VALLEY DRIVE RETAIL, LOT 1, BLK A 1.557 ACS, **with conditions**.
 1. Staff recommend that a condition be added that approval is subject to all fees related to the review and processing of the application be paid in full.
3. **Deny** of the Comprehensive Sign Program application **with findings**.

STAFF ANALYSIS:

Comprehensive sign programs shall be subject to review by the Planning and Zoning Commission and approval by the City Council. The Planning and Zoning Commission shall recommend that City Council approve, deny, or approve with conditions any sign program application if it finds by a preponderance of the presented evidence that approval or denial conforms to criteria listed section 58-14, items 3-7.

3. *Compatibility required.* The comprehensive sign program shall promote compatibility for all signs within the specific development. Architectural theme, materials, and color should be consistent with or complement the overall character of the development in which the signs are proposed to be located and the area surrounding the development in which the signs would be located.

STAFF FINDINGS: The proposed design of the sign is not in conflict with the surrounding area. It is compatible with the design of the building, which is standard for Whataburger restaurants across Texas.

4. *Size and height.* Signs proposed under the comprehensive sign program shall be no larger than a maximum of 50 percent of the standards of the sign regulations unless the applicant can demonstrate a site specific consideration, or considerations, why a deviation in excess of the 50 percent standard is justified.

Per Code of Ordinances Sec. 58-12 – *On-premises Signs*:

Sign Type	Max Sign Face Area (in sq. ft.)	Number of Signs
Wall Sign (All Other Streets)	60*	Per allowable sq. ft.
* May include additional square footage to signage of .005 times 1st floor square footage (excluding stairwells, bathrooms and food prep areas).		

STAFF FINDINGS: 76.53 square feet is allowed under the current ordinance. The proposed sign and the previously approved signs have a combined total square footage of 99.25 square feet. The applicant is requesting an additional 22.72 square feet, which is under the allowed maximum 30 square feet that is allowed by the sign program.

5. *Off-site signs.*

STAFF FINDINGS: This item is not applicable.

6. *Placement.* Signs proposed under the comprehensive sign program shall be placed appropriately in areas visible and readable. Review of location is considered by traffic movement of surrounding streets, traffic volumes and access points, MSHTO and engineering standards, visibility triangles, sign orientation and topographic features. Code of Ordinances Sec. 58-5 states that wall signs must face a right-of-way (ROW), be it public or private.

STAFF FINDINGS: Not only is the proposed sign facing a ROW, but it is also appropriately placed on the building to be visible from northbound Cibolo Valley Drive.

7. *Integration.* All signs must be integrated with the design of the building and the site development, reflecting the architecture, building materials, and landscape elements of the project. The means of integrating freestanding signs with the architecture of the building may be achieved through replication of architectural embellishments, colors, building materials, texture, and other elements found in the building design. Integration shall also include the use of sign graphics that are consistent in terms of lettering style, colors, and method of attachment as used for wall-mounted signing found on the building.

STAFF FINDINGS: The proposed sign integrates well with the design and architecture of the building. Staff finds no issue with the design and method of mounting.

Attachments

[Application](#)

[Sign Package](#)

[Property Map](#)



City of Cibolo
 Planning Department
 201 Loop 539 W/P.O. Box 826
 Cibolo, TX 78108
 Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - MASTER SIGN PROGRAM

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: Whataburger #1261

Total Acres: 1.56 Survey Name: N/A Abstract No.: 137

Project Location (address): 400 Cibolo Valley Dr.

Current Zoning: C3 Overlay: None Old Town FM 78

Proposed Zoning: Commercial # of Lots: 1 # of Units: N/A

Please Choose One: Single-Family Multi-Family Commercial Industrial

Other

Current Use: N/A Total Proposed Square Footage: 99.29 SF

Proposed Use: Chain Restaurant (Commercial/Industrial only)

Applicant Information:

Property Owner Name: ADISON, LLC

Address: 1311 NE 147th Ave City: Vanouver

State: WA Zip Code: 98684 Phone: 360-8281175

Email: ANTYAYA@HOTMAIL.COM Fax: N/A

*Applicant (if different than Owner): Southwest Texas Sign Service, Inc.

* Letter of Authorization required

Address: 7280 S. W.W. White Rd. City: San Antonio

State: TX Zip Code: 78222 Phone: (210) 648-1928

Email: mary@swtss.com Fax: (210) 648-3895

Representative: Mary Gorman

Address: 7280 S. W.W. White Rd. City: San Antonio

State: TX Zip Code: 78222 Phone: (210) 648-1928

Email: mary@swtss.com Fax: (210) 648-3895

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

[Signature]
 Owner or Representative's Signature

Marcia I O'NEAL, Manager
 Typed / Printed Name

State of WASHINGTON

County of CLARK

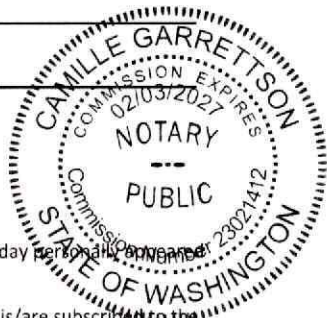
Before me, CAMILLE GARRETSON, on this day 5th of JUNE, 2024
 Name of Notary Public

MARCIA I. O'NEAL, to be the person(s) who is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of JUNE, 2024

Camille Garretson
 Notary Public Signature

(Notary Seal)



City of Cibolo Use Only

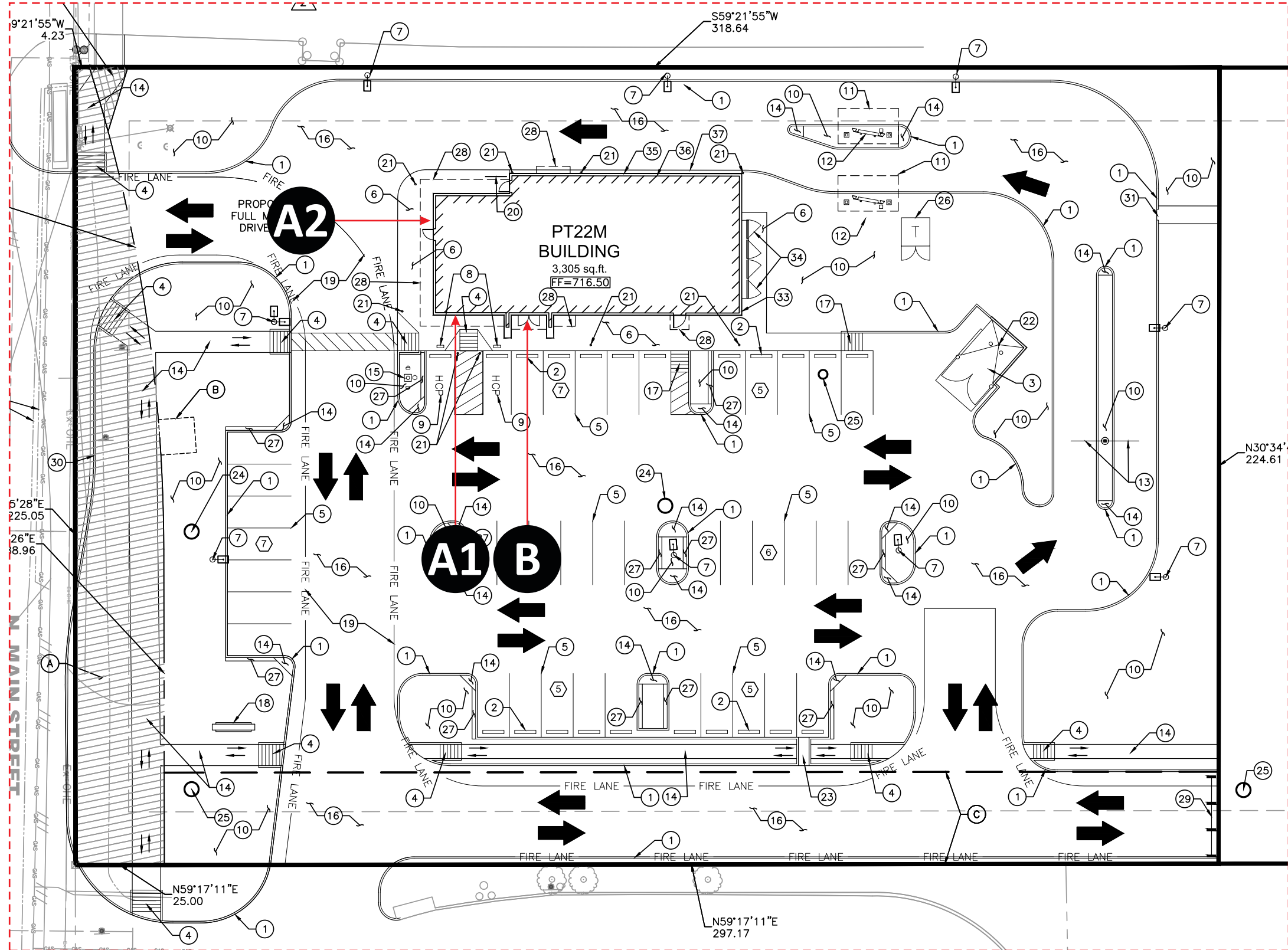
Total Fees

Payment Method

Submittal Date

Accepted by

Case Number



Design #

0638575AR6 PERMIT

Sheet 2 of 6

Client

#1261

Address

NEQ Cibolo Valley Dr and FM 11, Cibolo, TX

Acct. Rep. DEBBIE MOLTZ
Coordinator LAUREN STACKHOUSE

Designer IH

Date 3/12/24

Approval / Date

Client

Sales

Estimating

Art

Engineering

Landlord

Revision/Date

R1(4-3-24)IH: Change to dual tenant sign. Add another cabinet to the side of Whataburger that is 5' x 4' 6" and extend the brick base across.

R2(4/24/24)JGZ: Revise monument sign design.

R3(5-10-24)IH: A3 & B

Delete

E: Relocate to position shown with orange rectangle in orange circle on site plan in PT Art References.

NEW

Add (2) directional signs 4' tall illum cut-away top standard in position shown with pink rectangles on site plan in PT Art References. Both should read 'DRIVE THRU >' on both sides.

R4(6-5-24)IH: D

Sign needs to be moved back over where the sign was originally shown on the plans (by E1) but move forward closer to the road.

Eliminate 1 blank tenant space and reduce to 6' OAH.

O

E1

Delete

R5(7-23-24)IH: For permits, we need a copy of the art with a site plan only showing the building signage.

R6(7-23-24)IH: Remove 'C' from the entire artwork to submit to the city for permits.



chandlersigns.com

National Headquarters
14201 Sovereign Road #101
Fort Worth, TX 76155
(214) 902-2000 Fax (214) 902-2044

San Antonio
17319 San Pedro Avenue
Suite 200
San Antonio, TX 78232
(210) 349-3804 Fax (210) 349-8724

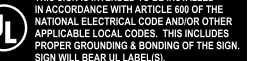
Georgia
111 Woodstone Place
Dawsonville, GA 30534
(678) 725-8852 Fax (210) 349-8724

South Texas
PO BOX 125 206 Doral Drive
Portland, TX 78374
(361) 563-5599 Fax (361) 643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).





Design #

0638575AR4

Sheet 2 of 9

Client

#1261

Address

NEQ Cibolo Valley Dr and FM 11, Cibolo, TX

Acct. Rep. DEBBIE MOLTZ
Coordinator LAUREN STACKOLTZ

Designer IH

Date 3/12/24

Approval / Date

Client

Sales

Estimating

Art

Engineering

Landlord

Revision/Date

R1(4-3-24)IH: Change to dual tenant sign. Add another cabinet to the side of Whataburger that is 5' x 4' 6" and extend the brick base across.

R2(4/24/24)JGZ: Revise monument sign design.

R3(5-10-24)IH: A3 & B Delete

E Relocate to position shown with orange rectangle in orange circle on site plan in PT Art References. NEW Add (2) directional signs 4' tall illum cut-away top standard in position shown with pink rectangles on site plan in PT Art References. Both should read 'DRIVE THRU >' on both sides.

R4(6-5-24)IH: D Sign needs to be moved back over where the sign was originally shown on the plans (by E1) but move forward closer to the road. Eliminate 1 blank tenant space and reduce to 6' OAH. Q E1 Delete



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San Antonio 17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724

Georgia 111 Woodstone Place Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724

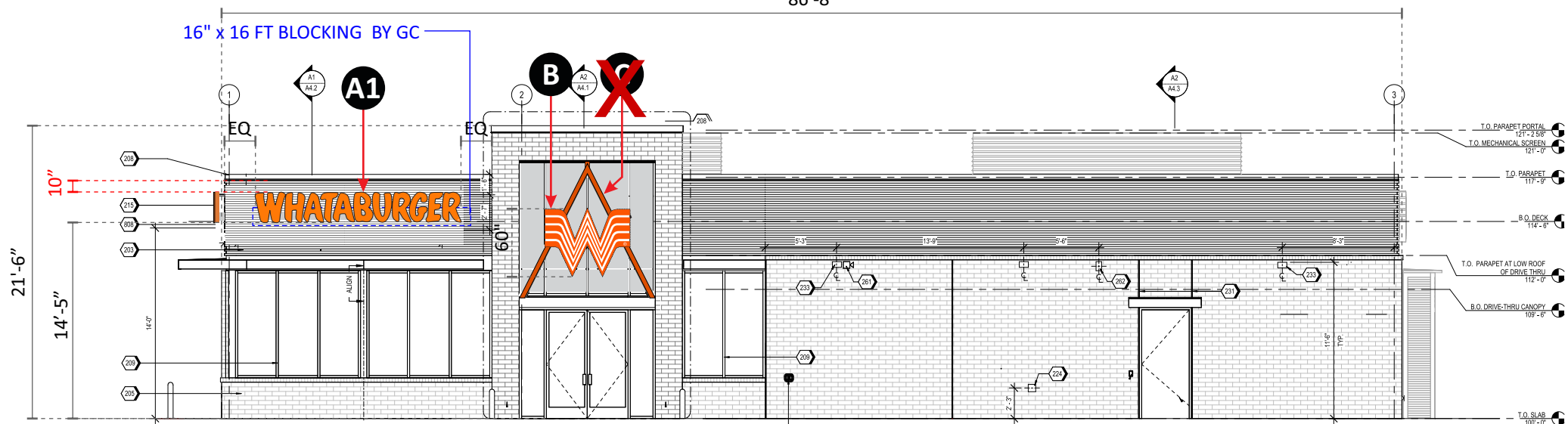
South Texas PO BOX 125 206 Doral Drive Portland, TX 78374 (361) 563-5599 Fax (361) 643-6533

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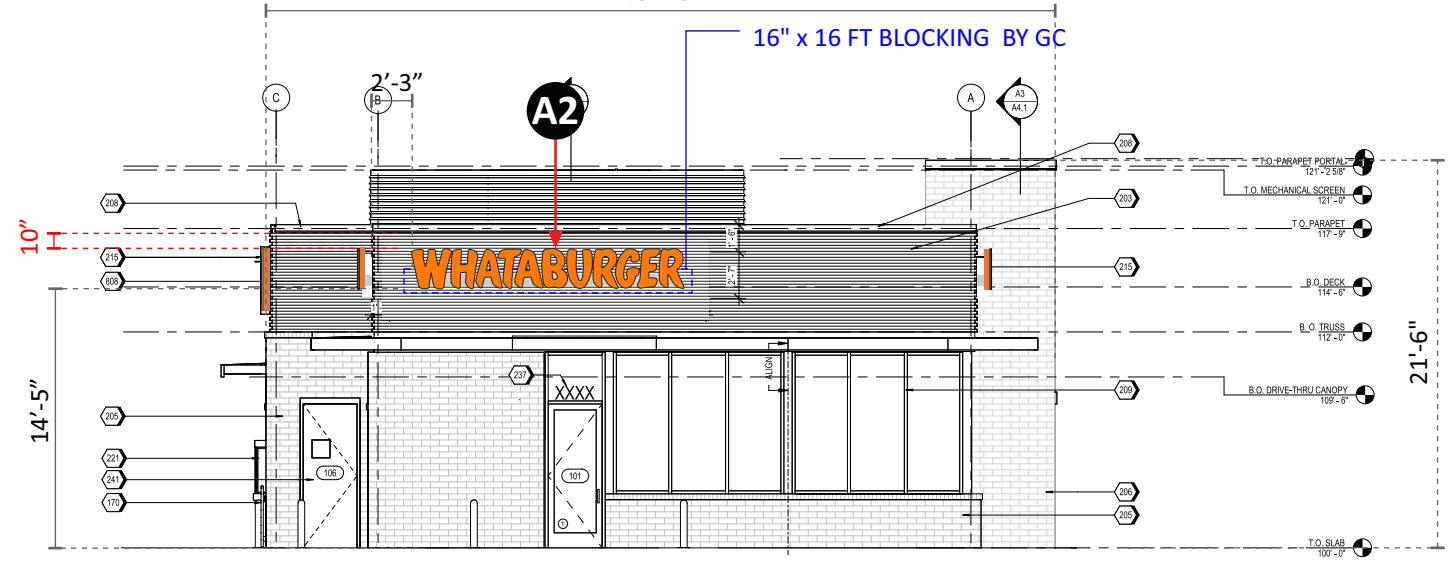
86'-8"



PARKING LOT ELEVATION

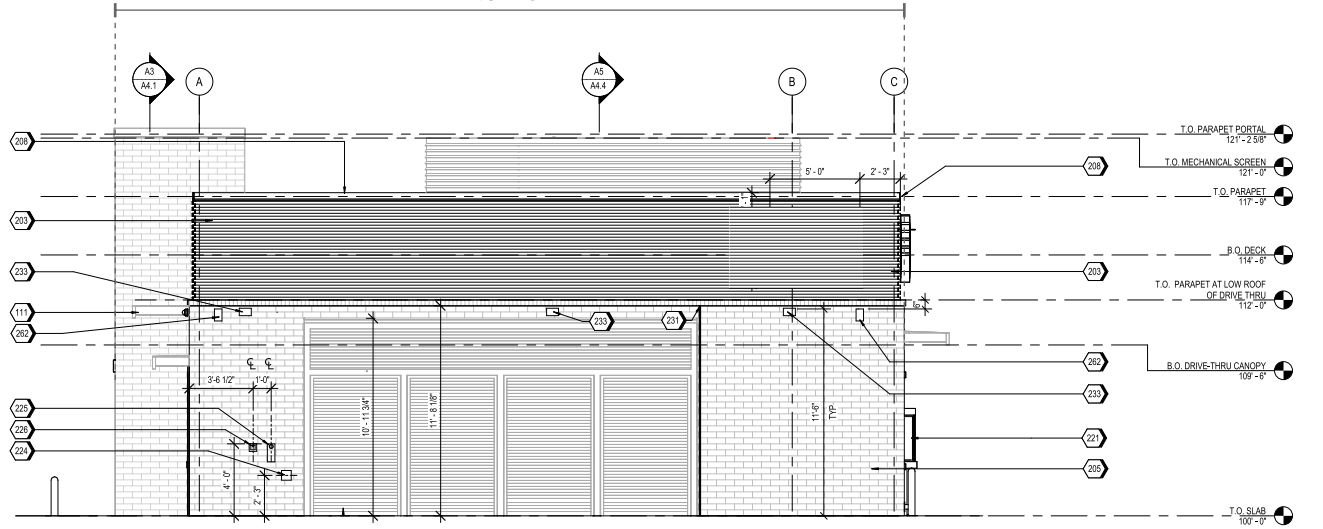
Material specifications table including EXTERIOR METAL, EXTERIOR BRICK, EXTERIOR PAINT, GLAZING, and STOREFRONT SYSTEM.

43'-10"



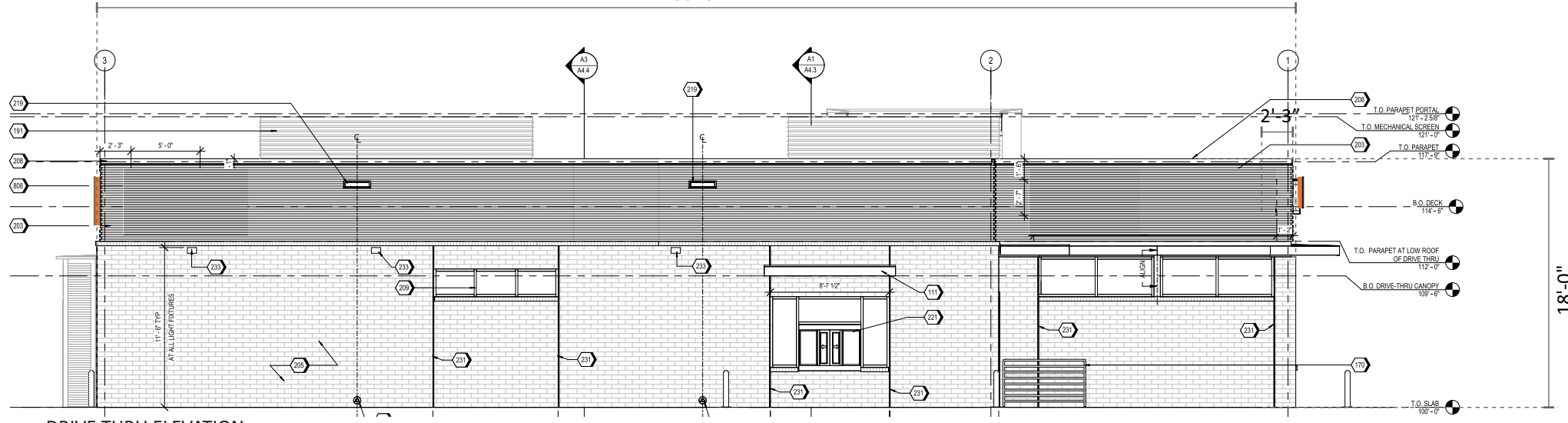
FRONT ELEVATION

43'-10"



BACK ELEVATION

86'-8"



DRIVE THRU ELEVATION

Legend table listing callout numbers and their corresponding components like canopy, electrical panel, guardrail, etc.

SCALE 3/32" = 1'-0"



Design #

0638575AR6 PERMIT

Sheet 3 of 6

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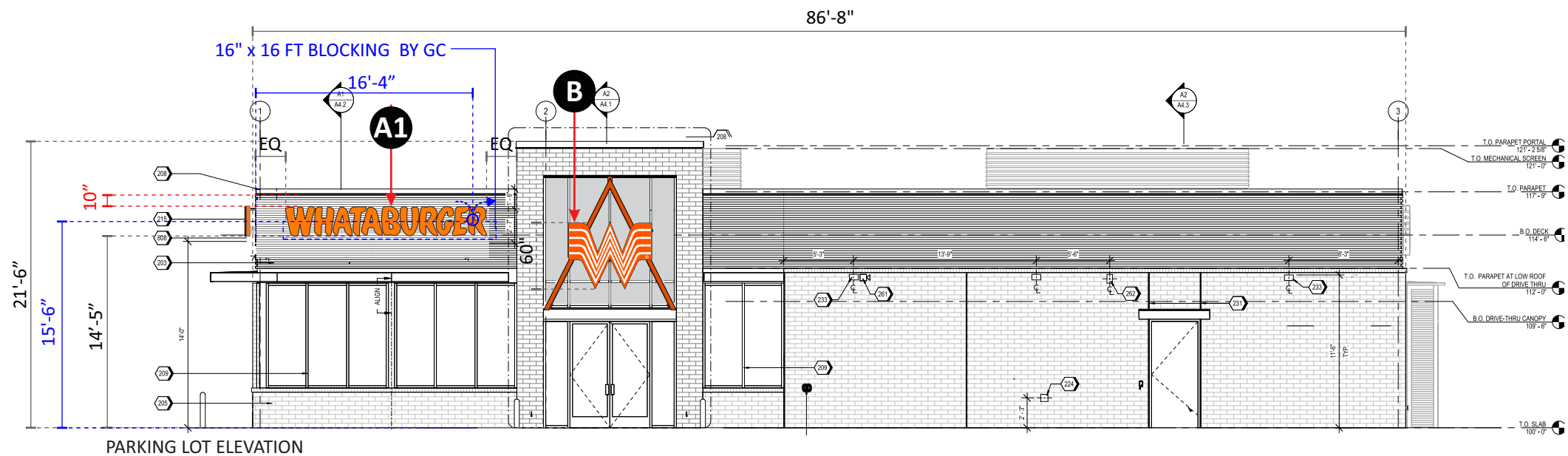
Date 3/12/24

Approval / Date

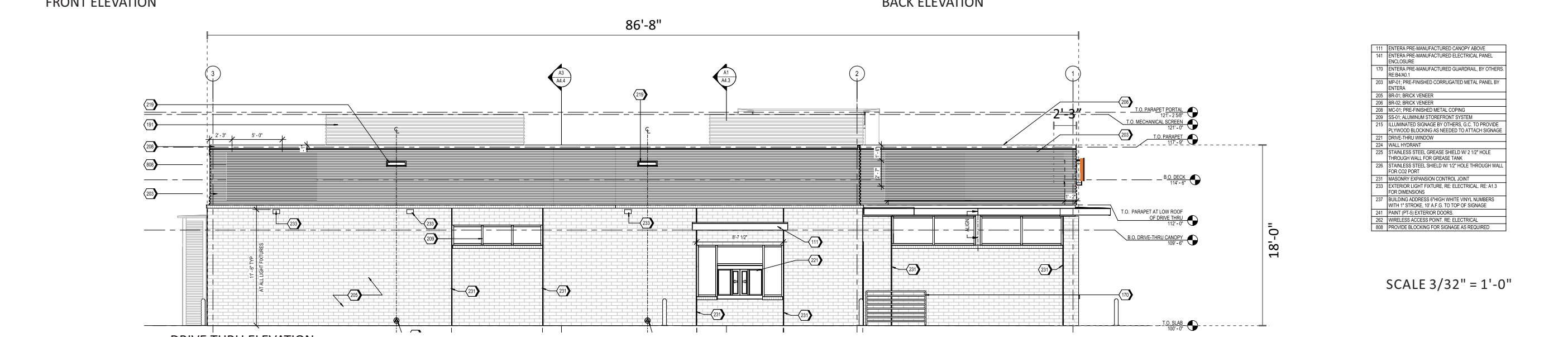
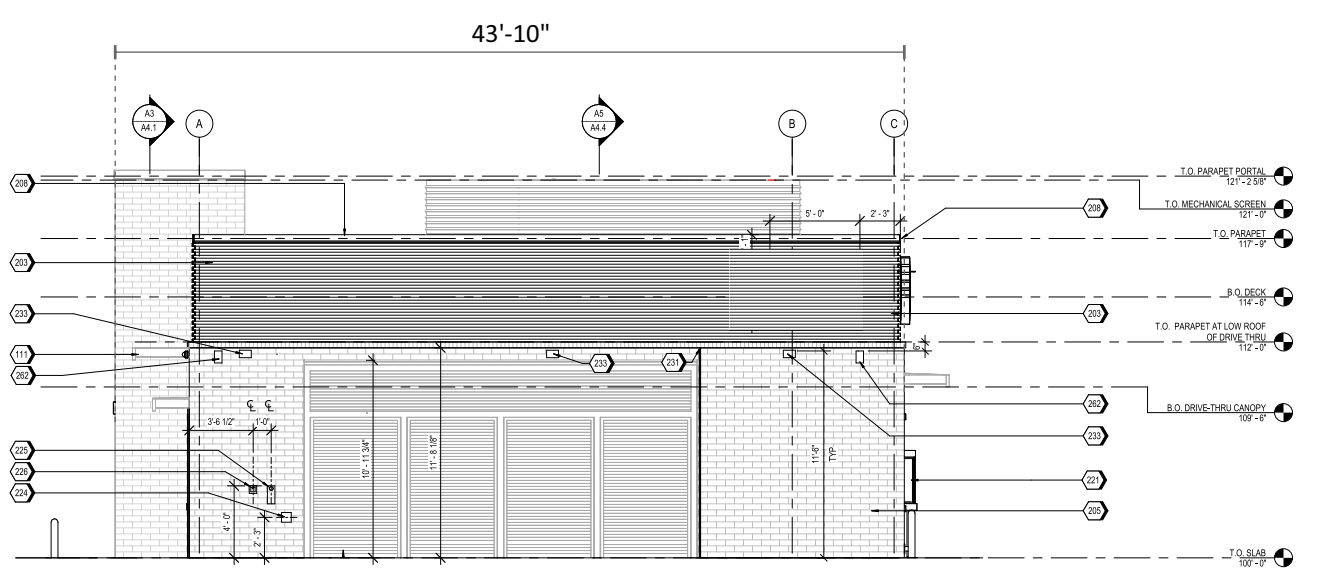
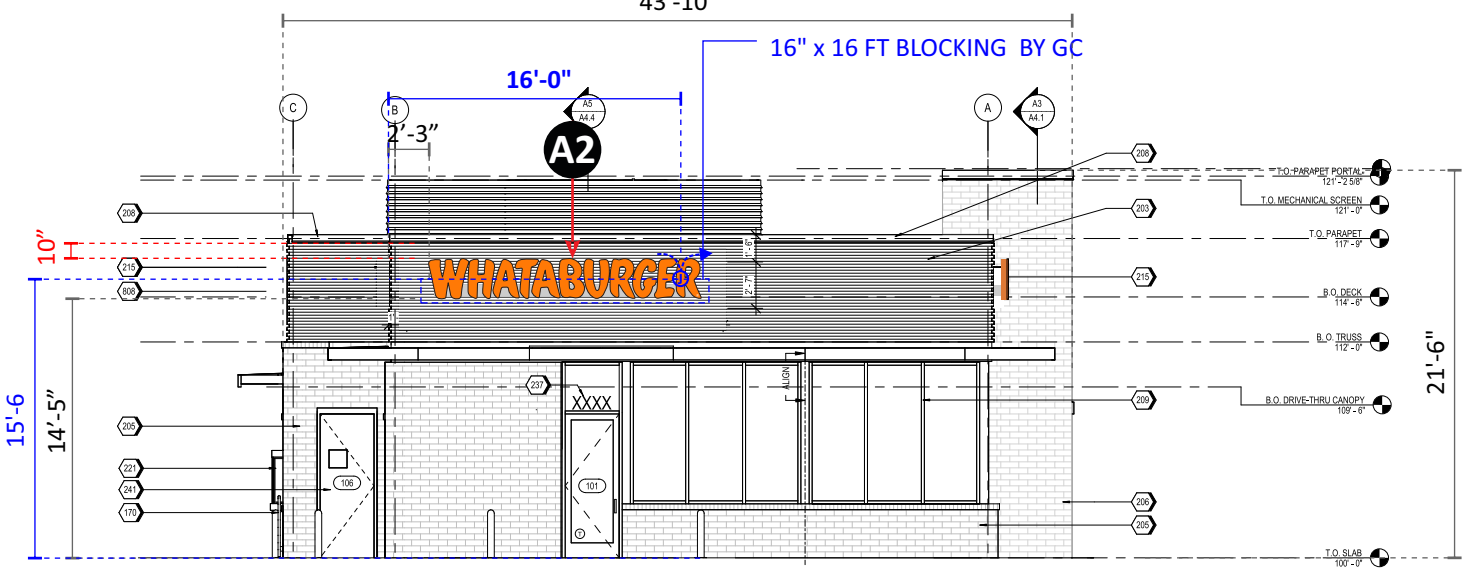
Client
Sales
Estimating
Art
Engineering
Landlord

Revision/Date

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Q E1 Delete
R5(7-23-24)IH: For permits, we need a copy of the art with a site plan only showing the building signage.
R6(7-23-24)IH: Remove "C" from the entire artwork to submit to the city for permits.



EXTERIOR METAL	MP02 METAL PANEL	MC01 METAL PANEL	EXTERIOR PAINT
MP01 METAL PANEL SPECIFICATION SECTION: 07 42 13.13 ITEM: FLASHING MANUFACTURER: EXTERIA BRANDING PRODUCT NAME: SHEET METAL FLASHING MATERIAL: GALVALUM COLOR: WHATABURGER GRAY SIZE: Varies LOCATION: SEE ELEVATIONS NOTE: SEE ELEVATIONS	MP03 METAL PANEL AT ELECTRICAL ENCLOSURE SPECIFICATION SECTION: 07 42 13.13 ITEM: FLASHING MANUFACTURER: EXTERIA BRANDING PRODUCT NAME: BR-12 PANEL 18 0.0 MATERIAL: GALVALUM COLOR: WHATABURGER GRAY SIZE: Varies LOCATION: SEE ELEVATIONS NOTE: MP01	MS01 METAL SPOUT SPECIFICATION SECTION: 07 42 13.13 ITEM: FLASHING MANUFACTURER: EXTERIA BRANDING PRODUCT NAME: BR-12 PANEL 18 0.0 MATERIAL: GALVALUM COLOR: WHATABURGER GRAY SIZE: Varies LOCATION: SEE ELEVATIONS NOTE: MP01	PT-5 EXTERIOR PAINTING SPECIFICATION SECTION: 09 11 13 MANUFACTURER: SHEPHERD/PALMER PRODUCT NAME: SHEPHERD/PALMER LOCATION: SEE ELEVATIONS NOTE: FLAT PAINT INTERIOR SIDE OF DOOR/FRAMES DOOR/SHIELD PAINT
EXTERIOR BRICK	EM01 EXTERIOR MORTAR	GL01 GLAZING	SS01 STOREFRONT SYSTEM
BR01 EXTERIOR BRICK SPECIFICATION SECTION: 04 20 15 MANUFACTURER: ACME TYPE: UTILITY COLOR: PINK GRANITE SIZE: 3-6P 3.58P X 11-0P BR02 EXTERIOR BRICK SPECIFICATION SECTION: 04 20 15 MANUFACTURER: ACME TYPE: UTILITY COLOR: COGNAC SIZE: 3-6P 3.58P X 11-0P	EM01 EXTERIOR MORTAR SPECIFICATION SECTION: 04 20 15 MANUFACTURER: ACME COLOR: VANILLA	GL01 GLAZING SPECIFICATION SECTION: 08 01 03 ITEM: INSULATED GLAZED MANUFACTURER: JETCO PRODUCT NAME: SQUARE/RECTANGULAR OPTICLEAR CLEAR GLZ SIZE: Varies LOCATION: SEE ELEVATIONS GL03 GLAZING SPECIFICATION SECTION: 08 01 03 ITEM: INSULATED GLAZED MANUFACTURER: JETCO PRODUCT NAME: SQUARE/RECTANGULAR OPTICLEAR CLEAR GLZ SIZE: Varies LOCATION: SEE ELEVATIONS	SS01 STOREFRONT SYSTEM SPECIFICATION SECTION: 08 01 13 MANUFACTURER: OLSO/CLAYCO PRODUCT NAME: ALUMINUM STOREFRONT FINISH: BRASS LOCATION: SEE ELEVATIONS



111	ENTERA PRE-MANUFACTURED CANOPY ABOVE
141	ENTERA PRE-MANUFACTURED ELECTRICAL PANEL ENCLOSURE
170	ENTERA PRE-MANUFACTURED GUARDRAIL, BY OTHERS, RE BA40.1
203	18P-01 PRE-FINISHED CORRUGATED METAL PANEL BY ENTERA
205	BR-01 BRICK VENEER
206	BR-02 BRICK VENEER
208	MC-01 PRE-FINISHED METAL COPING
209	SS-01 ALUMINUM STOREFRONT SYSTEM
215	ILLUMINATED SIGNAGE BY OTHERS, G.C. TO PROVIDE PLYWOOD BLOCKING AS NEEDED TO ATTACH SIGNAGE
221	DRIVE THRU WINDOW
224	WALL HYDRANT
225	STAINLESS STEEL GREASE SHIELD W/ 2 1/2" HOLE THROUGH WALL FOR GREASE TANK
226	STAINLESS STEEL SHIELD W/ 12" HOLE THROUGH WALL FOR CO2 PORT
231	MASONRY EXPANSION CONTROL JOINT
233	EXTERIOR LIGHT FIXTURE, RE ELECTRICAL RE A1.3 FOR DIMENSIONS
237	BUILDING ADDRESS HIGH WHITE VINYL NUMBERS WITH "I" STROKE, 10" A.F.G. TO TOP OF SIGNAGE
241	PAINT (PT) EXTERIOR DOORS
242	WIRELESS ACCESS POINT, RE ELECTRICAL
262	PROVIDE BLOCKING FOR SIGNAGE AS REQUIRED

SCALE 3/32" = 1'-0"

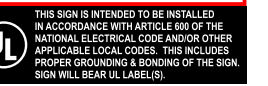


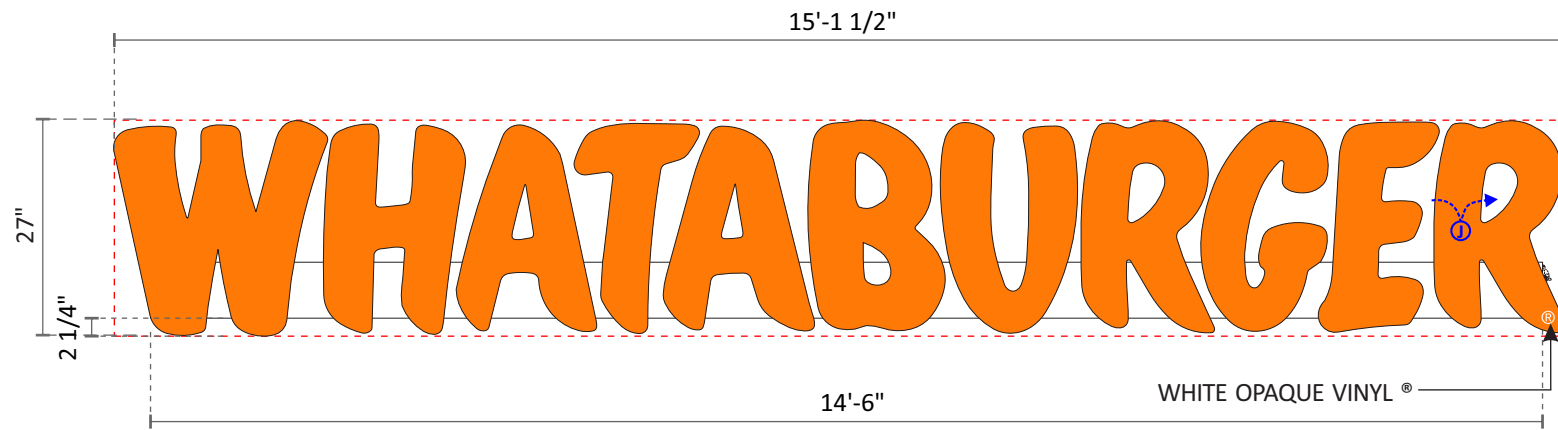
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FINAL ELECTRICAL CONNECTION BY CUSTOMER





A1 A2

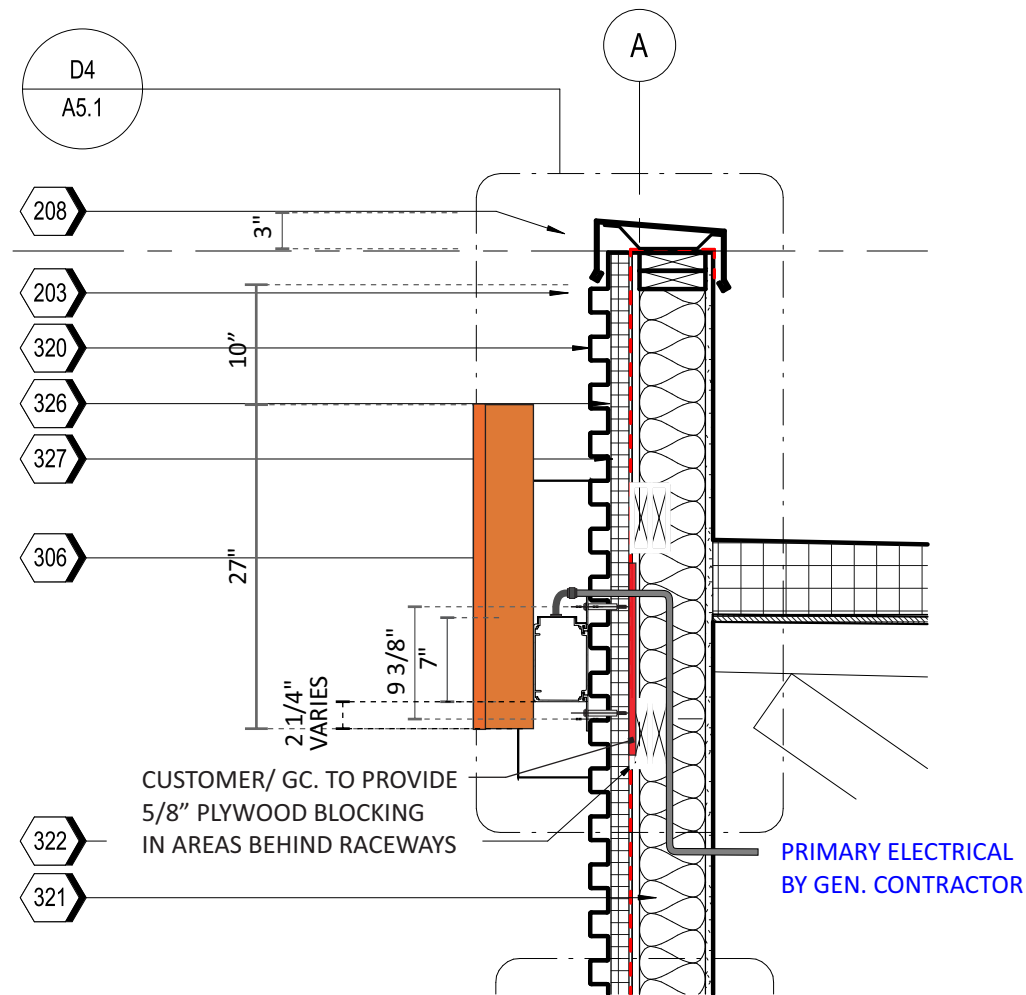
27" PCL ON RACEWAYS

TWO (2) SETS REQUIRED - MANUFACTURE AND INSTALL

SCALE 1/2"=1'-0"

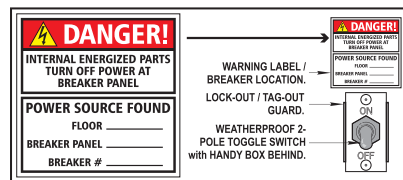
34 SQ. FT.

NOTE: PRIMARY ELECTRICAL PROVIDED BY G.C. WILL BE BELOW ROOFLINE. GC WILL PROVIDE 5/8" PLYWOOD BLOCKING BEHIND THE CORRUGATED PANELS.



METAL PANEL WALL PARAPET

SCALE: 3/4" = 1'-0"



2014 / 2017 NEC COMPLIANT SWITCH / LABEL

RETURNS ON LETTERS ARE .040" ALUM. PRE-FINISHED WRISCO CONSTRUCTION ORANGE

.187" THK. #2119 ORANGE ACRYLIC LTR. FACES WITH 1" JEWELITE (ORANGE)

4mm ACM BACKS - PAINT INSIDE WHITE AND OUTSIDE TO MATCH RETURN

1/2" 90-DEGREE ELBOW FOR PRIMARY ELECTRICAL, LOCATED BEHIND "R" AT END OF RACEWAY

MOUNT TO FASCIA WITH 3/8" DIAM. NON-CORROSIVE FASTENERS AND COMPRESSION SPACERS PAINTED TO MATCH RACEWAY. FIELD CUT AS REQUIRED PER WALL CONDITION.

POWER SUPPLY

INTERNALLY ILLUMINATED WITH PRINCIPAL Qm2 4100K WHITE LEDS

1/4" WEEP HOLE W/ LIGHT SHIELD AT LOWEST PART OF EACH LETTER

EXTRUDED ALUM. RACEWAY with ADJUSTABLE MTG. BRACKETS LOCATED APPROXIMATELY 48" ON CENTER AT TOP AND BOTTOM OF RACEWAY.

P.T.M. WALL FINISH - **WHATABURGER GRAY - KENY IN PAINT DEPT. HAS SAMPLE.**

NOTE: SHIP TOUCH-UP PAINT COLOR TO MATCH BACKGROUND WALL WITH SIGN.

MP01 METAL PANEL (MP01)

SPECIFICATION SECTION: 07 42 13.13
 MANUFACTURER: ENTERA BRANDING
 PRODUCT NAME: BERRIDGE BR-12 PANEL IS B.O.D.
 MATERIAL: 0.040 ALUM.
 COLOR: WHATABURGER GRAY
 SIZE: VARIES
 LOCATION: SEE ELEVATIONS

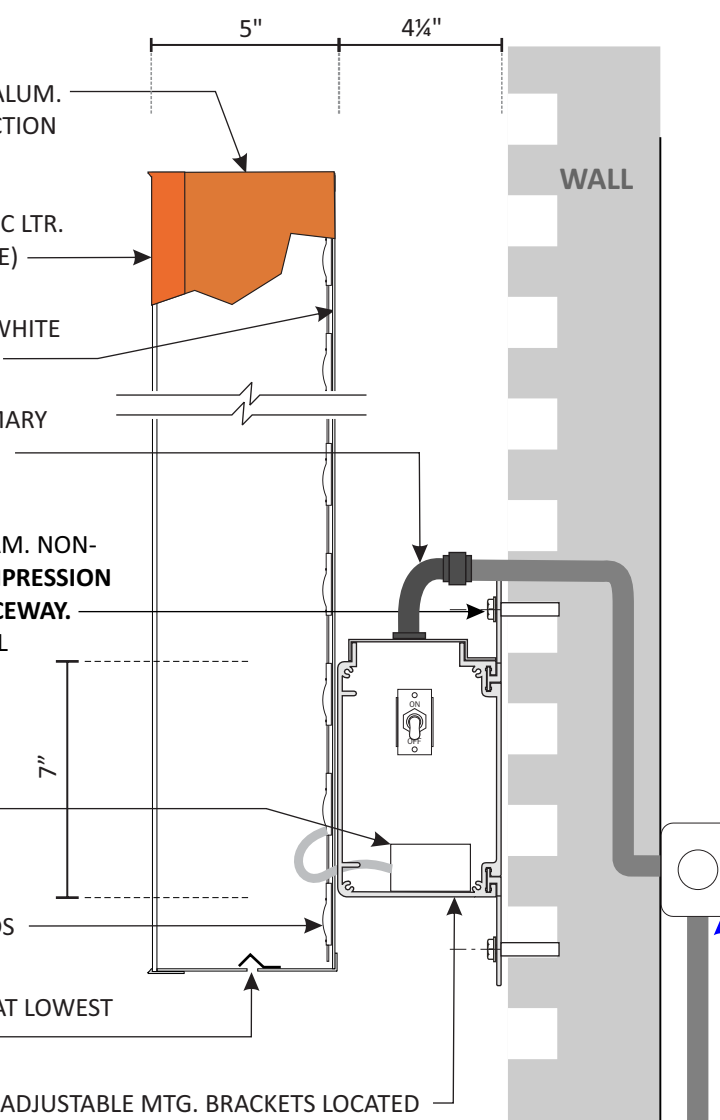
LETTER SECTION

N.T.S.

J-BOX BEHIND WALL WITH PRIMARY ELECTRICAL BY G.C.

NOTE TO INSTALLER

- ALL BOLTS ON RACEWAY TO BE PAINTED TO MATCH BACKGROUND WALL AFTER SIGN HAS BEEN INSTALLED
- PLUG OPENINGS IN TOP OF RACEWAY



Design #

0638575AR6 PERMIT

Sheet 4 of 6

Client

#1261

Address

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Acct. Rep. Coordinator DEBBIE MOLTZ LAUREN STACKHOUSE

Designer IH

Date 3/12/24

Approval / Date

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Revision/Date

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E: Relocate to position shown with orange rectangle in orange circle on site plan in PT Art References.

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Design #

0638575AR6 PERMIT

Sheet 5 of 6

Client

#1261

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Coordinator LAUREN STACKHOUSE

Designer IH

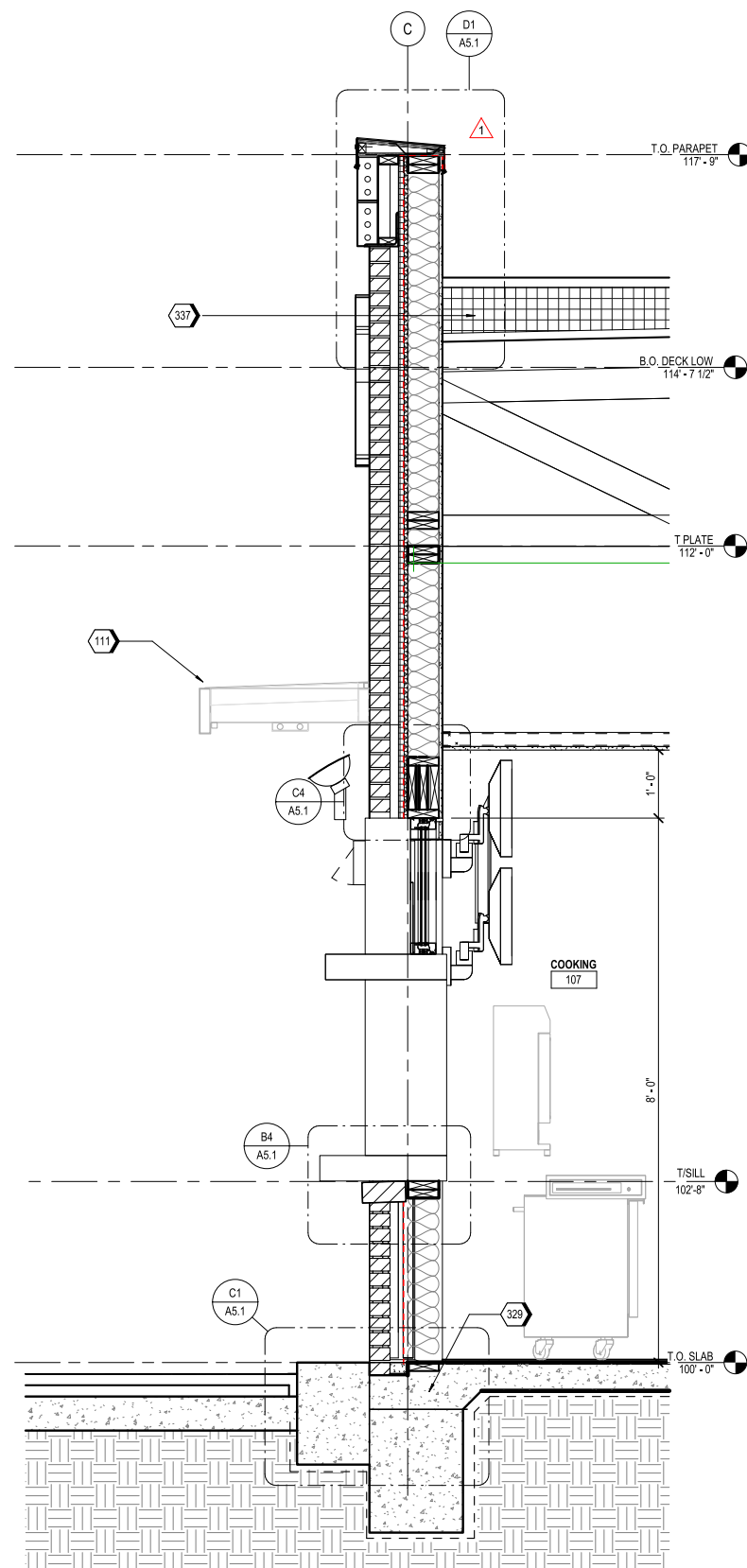
Date 3/12/24

Approval / Date

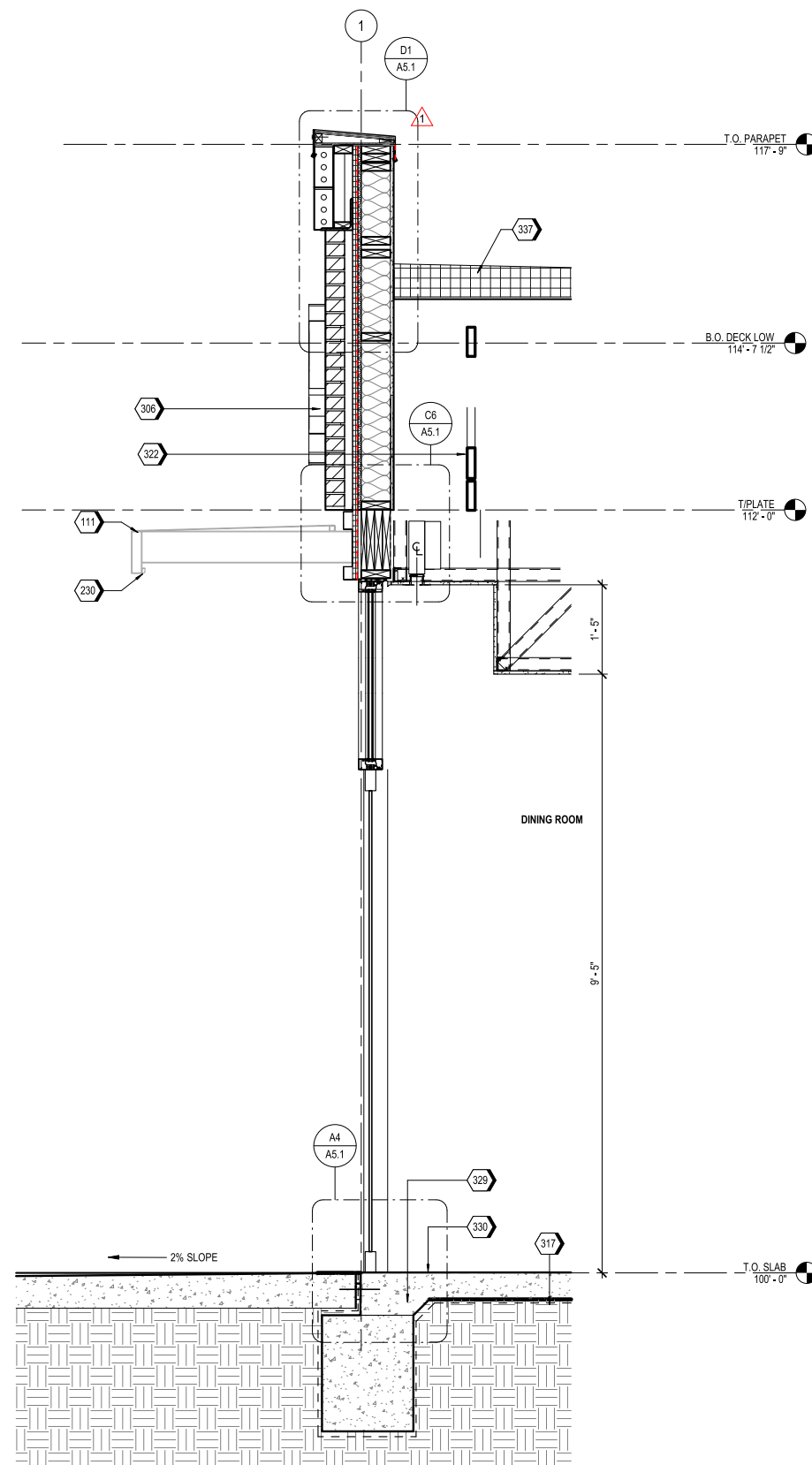
Client	
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Art	
Engineering	
Landlord	

Revision/Date

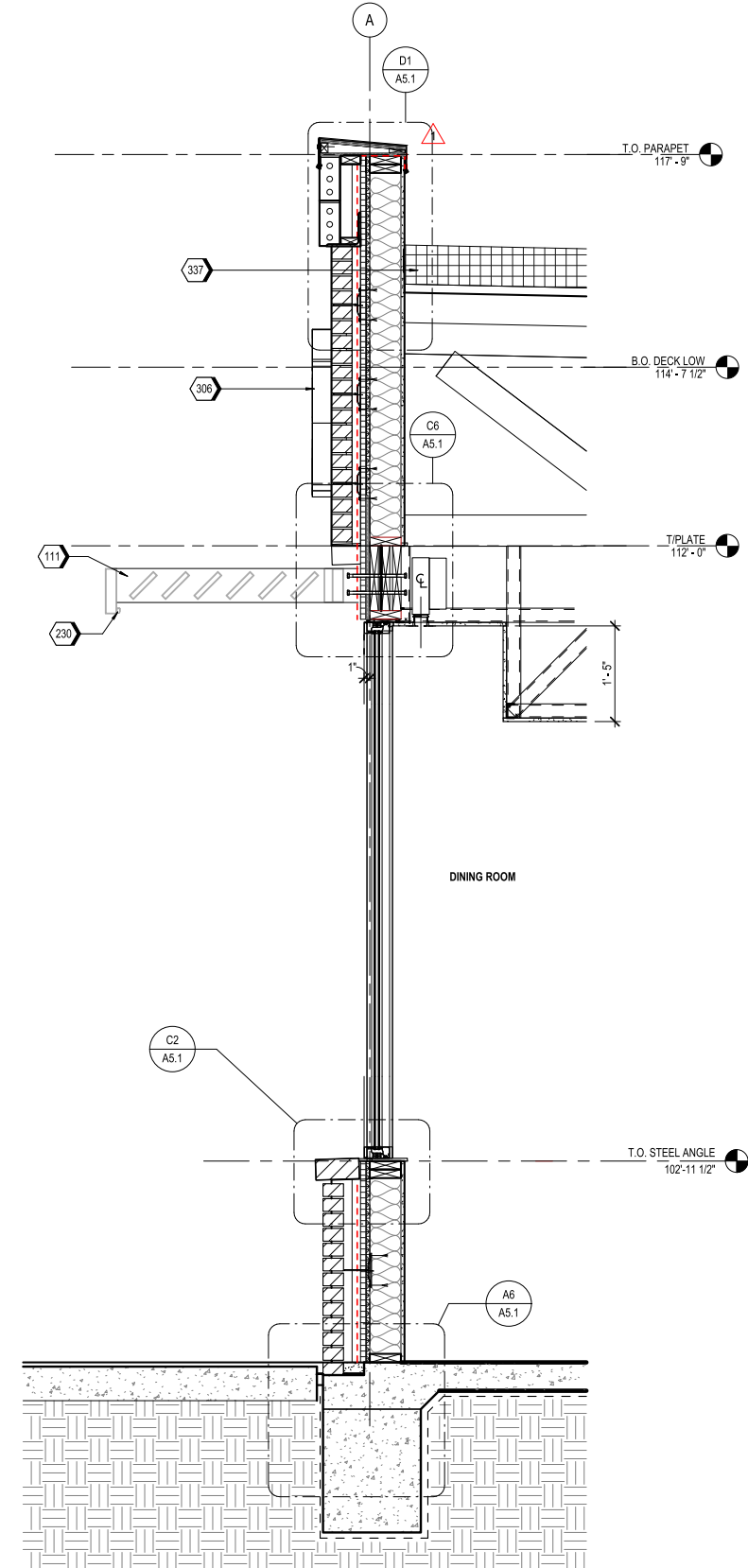
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- R6(7-23-24)IH: Remove " C " from the entire artwork to submit to the city for permits.



A2 WALL SECTION AT DRIVE-THRU AREA #1



A3 WALL SECTION AT ENTRY



A2 WALL SECTION AT DINING ROOM



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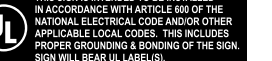
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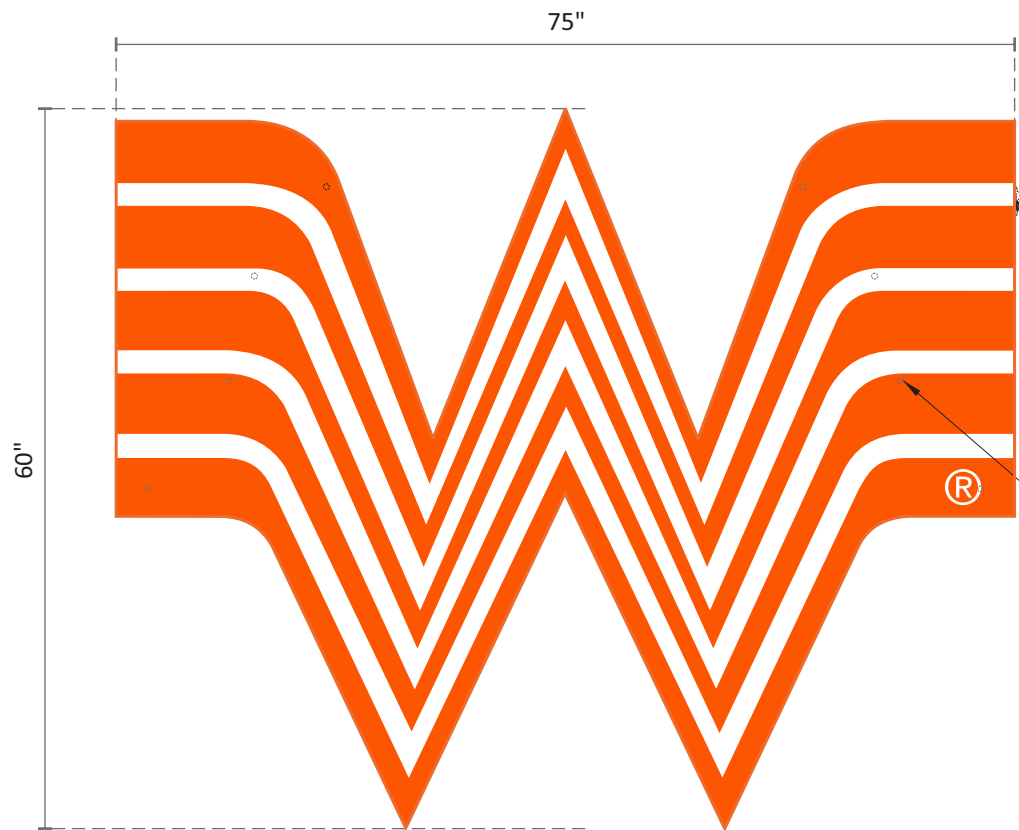
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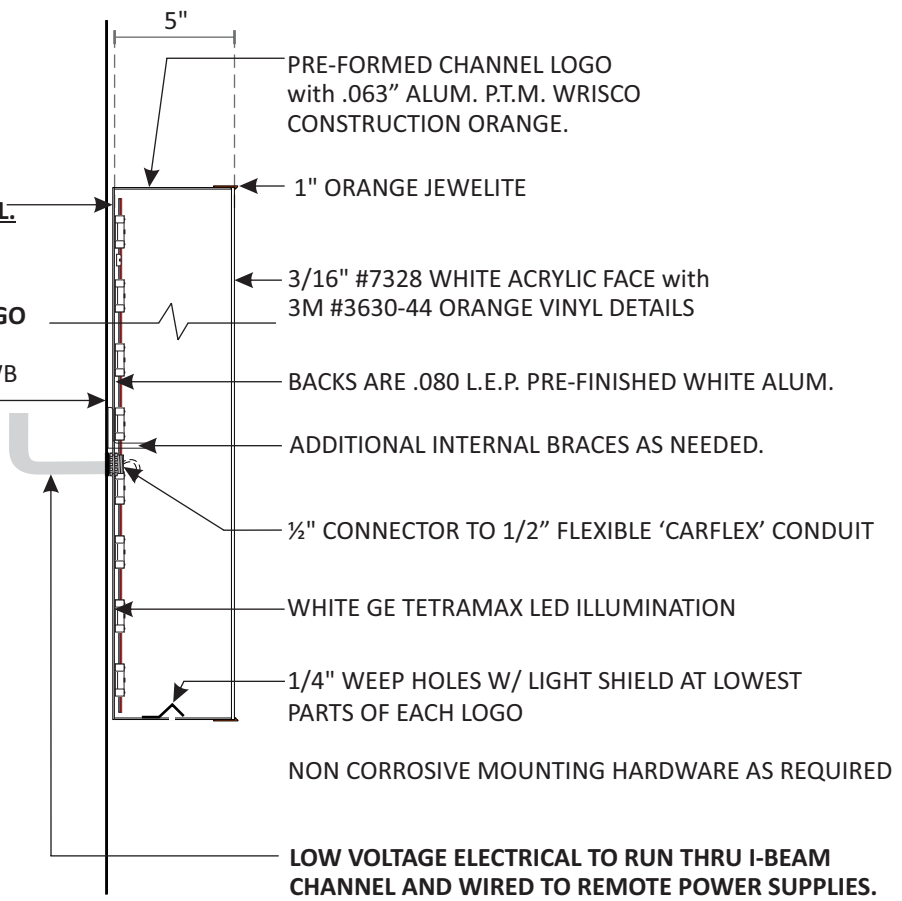


B 60" PCL-LOGO
 ONE (1) REQUIRED - MANUFACTURE AND INSTALL
 SCALE: 3/4" = 1'-0"
 31.25 SQ. FT.

NO STAPLED BACKS. NO BREAK METAL. RETURNS WELDED TO BACKS. VISIBLE BY WB PATRONS EXITING THE STORE.

PAINT BACK OF CHANNEL LETTER/LOGO TO MATCH WRISCO CONSTRUCTION ORANGE. BACK OF LOGO VISIBLE BY WB PATRONS EXITING THE STORE.

(8) MOUNTING HOLES. PAINT BOLTS TO MATCH ORANGE. MIN. QTY SHOWN, INSTALLER CAN ADD MORE.



LETTER SECTION

N.T.S.

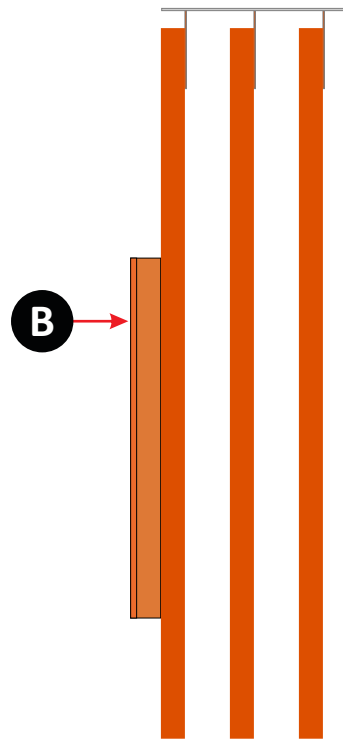
REMOTE POWER SUPPLY

PRIMARY ELECTRICAL BY G.C. (NOT INCLUDED BY CHANDLER SIGNS)

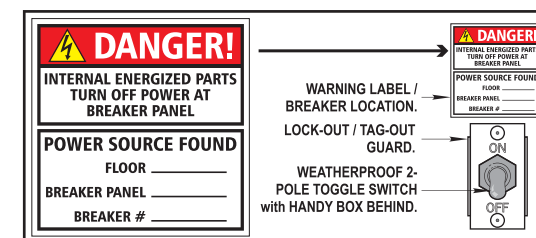
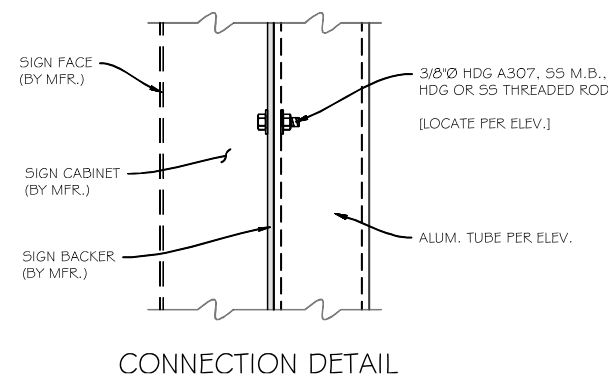
NOTE: REMOTE POWER SUPPLY. LOW VOLTAGE LEAD GOING BACK TO DESIGNATED AREA BEHIND THE WALL WITHIN 40FT OF THE SIGN OR ABOVE THE ROOF LINE. THE DESIGNATED AREA TO BE ACCESSIBLE FOR FUTURE SERVICE AND TO BE IDENTIFIED BY THE ARCHITECT. PRIMARY ELECTRICAL BY THE GC SHOULD BE LOCATED IN THIS AREA. GEN. CONTRACTOR TO PROVIDE THREE (3) PROVIDE CONDUITS FROM DESIGNATED AREA TO AREA BEHIND UPPER ATTACHMENT PLATES.

NOTE: SHIP TOUCH-UP PAINT COLOR TO MATCH BACKGROUND WALL WITH SIGN. ALL BOLTS ON RACEWAY TO BE PAINTED TO MATCH AFTER SIGN IS INSTALLED.

NOTE: LOCATION OF PRIMARY ELECTRICAL WITHIN THE BUILDING (AND LOCATION OF REMOTE POWERS SUPPLIES) TO BE IDENTIFIED BY THE ARCHITECT.



B END VIEW
 LOGO INSTALLED ABOVE ENTRY DOOR
 SCALE 3/8" = 1'-0"



2014 / 2017 NEC COMPLIANT SWITCH / LABEL



Design #	
0638575AR6 PERMIT	
Sheet	6 of 6
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




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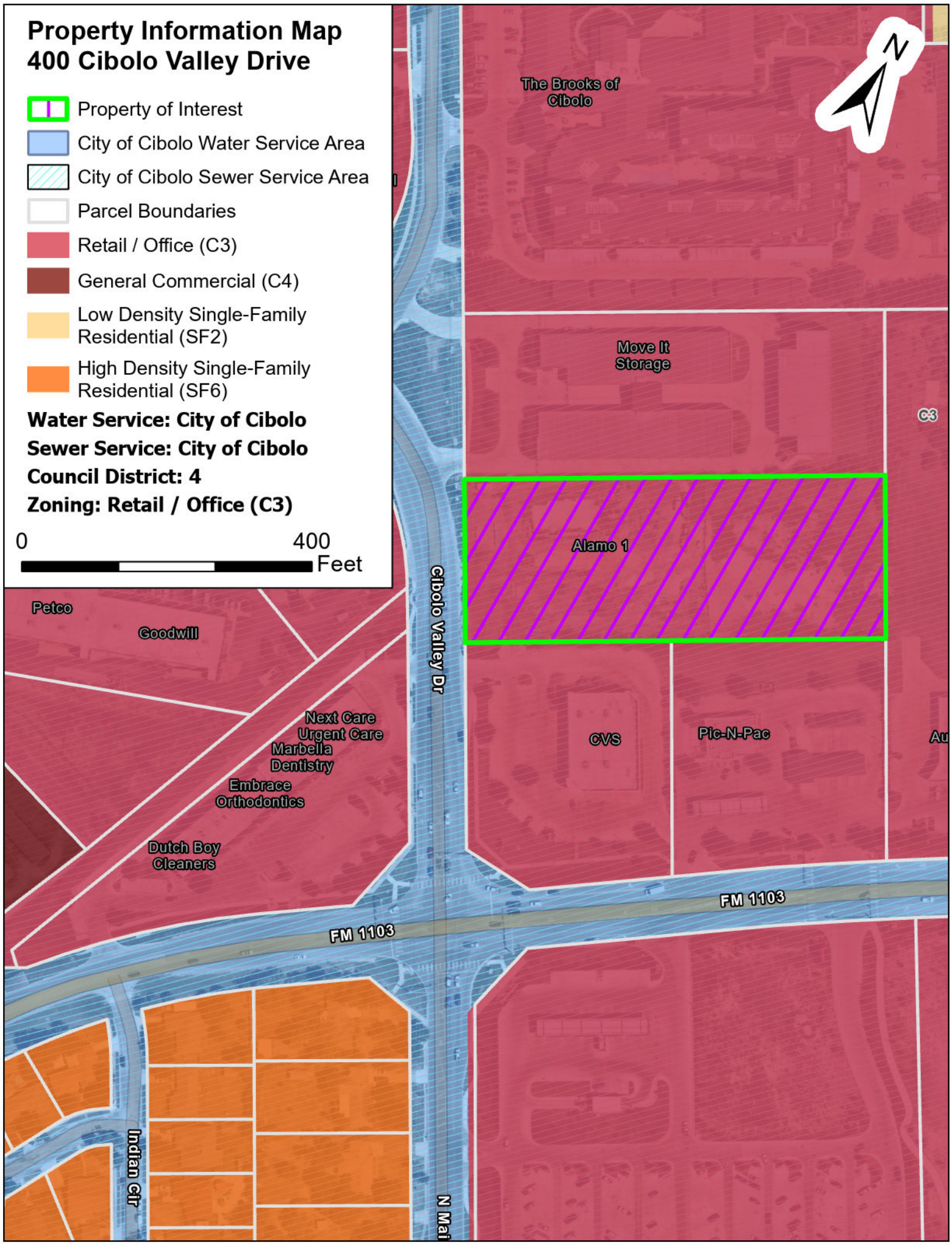
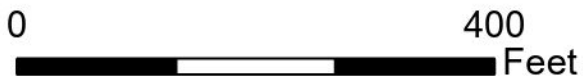
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Property Information Map 400 Cibolo Valley Drive

-  Property of Interest
-  City of Cibolo Water Service Area
-  City of Cibolo Sewer Service Area
-  Parcel Boundaries
-  Retail / Office (C3)
-  General Commercial (C4)
-  Low Density Single-Family Residential (SF2)
-  High Density Single-Family Residential (SF6)

Water Service: City of Cibolo
Sewer Service: City of Cibolo
Council District: 4
Zoning: Retail / Office (C3)





City Council Regular Meeting Staff Report

Approval of the minutes of the Special City Council Meeting held on August 8, 2024.

Meeting	Agenda Group
Tuesday, August 27, 2024, 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

[080824 Special Council Minutes.pdf](#)



SPECIAL CIBOLO CITY COUNCIL MEETING

Cibolo City Hall
200 S. Main St.
Cibolo, Texas 78108
August 8, 2024
6:30p.m. to 9:00p.m.

MINUTES

1. Call to Order – Meeting was called to order by Mayor Allen at 6:30 p.m.
2. Roll Call and Excused Absences – Members Present: Mayor Allen, Councilman Benson, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks. Members Absent: Councilman Roberts. Councilman Hicks made the motion to excuse the absence of Councilman Roberts. The motion was seconded by Councilman Benson. For: All; Against: None. The motion carried 6 to 0.
3. Invocation – Councilman Hicks gave the Invocation.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Citizens to be Heard

This is the only time during the Council Meeting that a citizen can address the City Council. It is the opportunity for visitors and guests to address the City Council on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. The City Council may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the City Council may present any factual response to items brought up by citizens. (Attorney General Opinion – JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Council as a body. Remarks may also be addressed to any individual member of the Council so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee. 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 pcimics@cibolotx.gov and vchapman@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.**

No individuals signed up to speak during this item.

6. Discussion/Action
 - A. Presentation on the City Manager’s Proposed FY25 Budget in advance of Discussion/Action on August 13th.

The City Manager, Mr. Reed and Finance Director, Ms. Miranda went over the Proposed FY25 Budget in advance of the August 13th meeting. Items discussed were Direction from the July 30th Budget Workshop which included General Fund, Tax Rate, Voter Propositions, and Backflow Program. On the June 18th the Budget Workshop went over the Economy, Tight Job Market, Growth, Vision, Council Transition, Staffing Resources, Public Safety, Market Compensation, Street Maintenance, Capital Improvements, Long Range Planning of Infrastructure, and Workforce Development. Council was also briefed during the Budget Workshops on the Development Services Fund, Utility Fund, and Drainage Utility District Fund. HealthCare Cost were briefed as well as the Capital Improvement Program.

B. Discussion/Action to set the date for the public hearing on the Fiscal Year 2025 Proposed Budget.

Councilman Mahoney made the motion to set the public hearing on the Fiscal Year 25 2025 Proposed Budget on August 19th, 2024. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 6 to 0.

C. Discussion/Action to set the maximum tax rate and set the date for the public hearing on the tax rate and subsequent adoption of the proposed 2024 (FY 2025) property tax rate.

Councilman Mahoney made the motion to set the maximum tax rate at 0.5307 and to set the date of August 19th, 2024 for the public hearing on the tax rate and subsequent adoption of the proposed 2024 (FY 2025) property tax rate. The motion was seconded by Councilwoman Cunningham. A roll call vote was taken. Councilman Benson – No, Councilman Mahoney – Yes, Councilwoman Cunningham – Yes, Councilwoman Sanchez-Stephens – No, Councilman Hetzel – Yes, and Councilman Hicks – No. With a tie vote the Mayor Allen was able to vote – Yes. The motion carried 4 to 3.

7. Adjournment – Councilman Mahoney made the motion to adjourn the meeting at 9:01p.m. The motion was seconded by Councilwoman Cunningham. For: Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hetzel; Against: Councilman Benson and Councilman Hicks. Motion carried 4 to 0.

PASSED AND APPROVED THIS 27TH DAY OF AUGUST 2024

Mark Allen
Mayor

ATTEST

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

Approval of the minutes of the Regular City Council Meeting held on August 13, 2024.

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8B
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

[081324 Council Minutes.pdf](#)



CIBOLO CITY COUNCIL
CIBOLO MUNICIPAL BUILDING
200 S. Main
Cibolo, Texas 78108
August 13, 2024
6:30 p.m. - 10:30 p.m.

MINUTES

1. Call to Order – Meeting was called to order by Mayor Allen at 6:30 p.m.
2. Roll Call and Excused Absences – Members Present: Mayor Allen, Councilman Benson, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks; Members Absent: Councilman Roberts. Councilman Hicks made the motion to excuse the absence of Councilman Roberts. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 6 to 0.
3. Invocation – Invocation was given by Councilman Hicks.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Proclamation
 - A. Proclamation for National Senior Citizens Day.

Councilman Hetzel read the proclamation for National Senior Citizens Day. The Seniors from the Cibolo Senior Center received the proclamation.
6. Public Hearing
 - A. Conduct a public hearing regarding the 2024 Cibolo Tomorrow Plan.

Mayor Allen open the public hearing at 6:40 p.m. Ms. Greve’s chairman of the Planning & Zoning Commission spoke to council on this Plan. She stated that there had been numerous meetings concerning this plan by many different groups in the past 18 months. All groups (Council, Staff, Master Plan, P&Z, EDC, and Town Hall Events) can together and were united in moving Cibolo forward. No one else wish to speak and Mayor Allen closed the public hearing at 6:42 p.m.
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. 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. 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 pcimics@cibolotx.gov and ychapman@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.**

The following individuals spoke during this item: Ms. Rose thanked council for the proclamation for the seniors. She stated that the seniors have a walking club, exercise groups, bingo, and many more events. Ms. Rose also thanked Grange Hall where the Senior Center is presently located. Ms. Titterington stated that the Chamber Bowl was this Friday from 11 to 2 or 5 to 8:30. She also gave information on upcoming ribbon cuttings/openings. Ms. Titterington also stated that the Balloon Fest would be on September 27 and 28 this year and they are still looking for craft vendors. Ms. Poole spoke on new construction and where is the water going to come from to support those new developments.

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 requests, in which case the item will be removed from the consent agenda.)

- A. Approval of the minutes of the Budget Workshop held on July 16, 2024.
- B. Approval of the minutes of the Special City Council Meeting held on July 16, 2024.
- C. Approval of the minutes of the Regular City Council Meeting held on July 23, 2024.
- D. Approval of the minutes of the Budget Workshop held on July 30, 2024.
- E. Approval of the May 2024 Check Register pending final acceptance of the City’s financial audit for the 2023/2024 fiscal year.
- F. Approval of the May 2024 Revenue and Expense Report pending final acceptance of the City’s financial audit for the 2023/2024 fiscal year.

Councilman Hetzel made the motion to approve the consent agenda. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 6 to 0.

9. Staff Update

A. Administration

- a. Cibolo Summer Night Recap, Splash Bash, August 2nd
Cibolo received a sponsorship of \$2,000 from Grace Community Church. The sponsorship Provided the water inflatables and complimentary ice cream. They also provided 30 volunteers to help with the event.
- b. Request for Proposals (RFP), Request for Bids (RFB), Request for Qualifications (RFQ)
Cibolo South Sanitary Sewer Master Plan - Engineering Design Services for Wastewater Projects were received on June 27th and currently in review. Award of contract to Council in September.
Fiscal Impact Model RFP proposals were received June 28th.
KJL: Fiscal Impact Model award planned to come to City Council August 27th.
KJL: Retail Study should be out on the street before the end of the month.

- c. Capital Improvement Program – Updates on Projects
 - Town Creek Drainage – Flatwork will be completed by next week
Contractor has stated final lift will be scheduled for last week of August.
 - Lower Seguin Rd
Phase 1 first lift will be completed by August 19, 2024
Phase 2 will begin on August 21, 2024-Coordinating with ISD’s and residents
 - Green Valley Rd
Low Water Crossing Improvement – Pre-Construction Meeting August 21, 2024
 - Deer Creek Drainage – PW will move forward with bidding project
 - Tolle Rd – On going utility coordination. LAN will begin survey for properties that
Have signed the ROE – City Staff working with property owners on ROE documents
 - FM 1103 Phase II – No changes as of July 23, 2024
 - Town Creek Trail Parking Lot – Readvertising August 26, 2024
 - FM78 Water Main Extension – Will be advertised August 19, 2024
 - Green Valley Rd Water Main – Will be advertising August 26, 2024
 - Knights Crossing Update – Two temporary driveway accesses to the school property were completed as of 6pm, August 13th.

d. City Council Special Meeting on August 19th

B. Police Department

C. Animal Services

10. Discussion/Action

A. Discussion/Action regarding the City Manager’s Proposed FY25 Budget.

Mr. Reed did a short recap of the last meeting with council before time ran out to finish the presentation of the Proposed FY25 Budget. Ms. Miranda went over the remaining portion of the General Fund. The council had a lot of questions on this item. Mayor Allen stated that council will come back to this item after the Executive Session.

Councilwoman Cunningham made the motion to approve the General Fund Budget with the tax rate of .5051 and .4990. The motion was seconded by Councilman Mahoney. For: Councilmembers Cunningham and Mahoney; Against: Councilmembers Benson, Sanchez-Stephens, Hetzel, and Hicks. The motion failed 2 to 4. Councilman Benson made the motion to approval the General Fund Budget with the tax rate of .4769. The motion was seconded by Councilman Hicks. For: Councilmembers Benson and Hicks; Against: Councilmembers Mahoney, Cunningham, Sanchez-Stephens, and Hetzel. The motion failed 2 to 4. The Motion was made by Councilman Benson to approve the General Fund Budget with the tax rate of .4990 and .4769. The motion was seconded by Councilwoman Sanchez-Stephens. For: Councilmembers Benson, Mahoney, Sanchez-Stephens, Hetzel, and Hicks; Against: Councilwoman Cunningham. Motion carried 5 to 1.

B. Discussion/Action regarding the proposed FY25 Fee Schedule.

Councilman Hicks made the motion to approve the proposed FY25 Fee Schedule with the changes discussed during the presentation. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 5 to 0. Councilwoman Cunningham was not present at the dais during this vote.

C. Discussion/Action on the FY25 Benefit Plans.

Councilman Hicks made the motion to approve the FY25 Benefit Plans as briefed by Ms. Sanchez. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 6 to 0.

D. Discussion/Action and authorizing the City Secretary to sign the Contract for Election Services with Guadalupe County for the November 5, 2024, Cibolo Elections.

Councilwoman Cunningham made the motion to authorize the City Secretary to sign the Contract for Election Services with Guadalupe County for the November 5, 2024, Cibolo Elections. The motion was seconded by Councilman Benson. For: All; Against: None. The motion carried 6 to 0.

E. Discussion/Action regarding an Economic Development Services Agreement between the City of Cibolo and the Cibolo Economic Development Corporation for FY25.

Councilman Hicks made the motion to approve an Economic Development Services Agreement between the City of Cibolo and the Cibolo Economic Development Corporation for FY25. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 6 to 0.

F. Discussion/Action regarding approval of the IH-10 Corridor Plan.

Councilman Mahoney made the motion to approve the IH-10 Corridor Plan. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 6 to 0.

G. Discussion/Action and authorization for the City Manager to execute a Change Order for FY23 Street Reconstruction Package 1.

This item was discussed after the executive session. Councilwoman Cunningham made the motion to approve authorizing the City Manager to execute a Change Order for FY23 Street Reconstruction Package 1. The motion was seconded by Councilman Benson. For: Councilman Benson, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, and Councilman Hetzel; Against: Councilman Hicks. The motion carried 5 to 1.

H. Discussion/Action for purchase of the Carmanah School Flasher system(s), peripheral equipment, and software subscription from MoboTrex, Inc. through BuyBoard Contract #703-23 in the amount not to exceed \$120,250.00.

I. Discussion/Action to approve a change order with Guadalupe Valley Electric Cooperative (GVEC) to complete the work related to installation of City private fiber.

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

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

L. 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.

Items H through L were not discussed at this Council meeting as the time to complete the agenda had expired. These items will be brought back to council at the next meeting scheduled for August 27, 2024.

11. Ordinances

- A. Approval/Disapproval of an Ordinance ordering a Municipal Election to be held on Tuesday, November 5, 2024, for the purpose of the election of Council Members to Place 1, Place 4, At Large Place 5, and At Large Place 6.

Councilman Hicks made the motion to approve an Ordinance ordering a Municipal Election to be held on Tuesday, November 5, 2024, for the purpose of the election of Council Members to Place 1, Place 4, At Large Place 5, and At Large Place 6. The motion was seconded by Councilman Hetzel. For: All; Against: None. The motion carried 6 to 0.

- B. Approval/Disapproval of an Ordinance providing for the third amendment of the budget for the fiscal year 2023-2024.

This item will be placed on the next agenda as the council was unable to get to the item before the time limit for the meeting.

- C. Approval/Disapproval of an Ordinance Calling a Bond Election for an Animal Services Facility and a Public Safety Facility to be held in the City of Cibolo.

Councilwoman Cunningham made the motion to approve an Ordinance Calling a Bond Election for an Animal Services Facility and a Public Safety Facility to be held in the City of Cibolo. The motion was seconded by Councilman Mahoney. For: Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks; Against: Councilman Benson. The motion carried 5 to 1.

- D. Approval/Disapproval of an Ordinance adopting the 2024 Cibolo Tomorrow Comprehensive Plan.

Councilman Hicks made the motion to table this item for 60 days to get some clarification on items on page 42 of the plan. The motion was seconded by Councilman Benson. For: All; Against: None. The motion carried 6 to 0.

- E. Approval/Disapproval of an Ordinance of the City of Cibolo amending the Through Truck Traffic Ordinance.

Councilwoman Cunningham made the motion to approve an Ordinance of the City of Cibolo amending the Through Truck Traffic Ordinance. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 6 to 0.

12. Resolution

- A. Approval/Disapproval of a Resolution amending the Personnel Policy to include the regulation of paid Holidays for Regular Full-time Employees.

Do to the time this item was not discussed. This item will be brought back to the next council meeting.

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, and 551.087 Economic Development to discuss the following:

A. Economic Development Updates.

The Council convened into Executive Session at 9:21 p.m.

14. Open Session

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

The Council reconvened into Regular Session at 9:58 p.m. No action taken. Council returned to item 10A.

15. Adjournment

Councilwoman Cunningham made the motion to adjourn the meeting at 10:29 p.m. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 6 to 0.

PASSED AND APPROVED THIS 27TH DAY OF AUGUST 2024.

Mark Allen
Mayor

ATTEST

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

Approval of the Final Plat of Cibolo Farms Unit 2 Subdivision.

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8C
From	
Grant Fore, Planner II	
Staff Contact(s)	
Susana Huerta,	

Planning & Zoning Commission Action: Recommendation of approval by a vote of 6-0.

PROPERTY INFORMATION:

Project Name: PC-24-22-FP
Owner: Lennar Homes of Texas and Construction, LTD
Representative: Mary Stewart, Civil Engineering Consultants
Area: 26.455 acres
Location: Near Intersection of Green Valley Road and FM 1103
Council District: N/A
Zoning ([map](#)): N/A, ETJ
Proposed Use: 89 Residential lots, 5 open space lots, 2 drainage/open space lots
Utility Providers: Water, Sewer – GVSUD, Electricity - GVEC

FINDINGS/CURRENT ACTIVITY:

Per Unified Development Code (UDC) Article 20.3.5., 'Final Plat.' The one official and authentic map of any given subdivision of land prepared from actual field measurement and staking of all identifiable points by a surveyor or engineer, with the subdivision location referenced to a survey corner, and with all boundaries, corners and curves of the land division sufficiently described so that they can be reproduced without additional references.

The Cibolo Farms development is located outside City Limits in the Extra-Territorial Jurisdiction (ETJ). This Final Plat establishes Unit 2, approximately 26 acres in size consisting of 89 residential lots, 5 open space lots and 2 drainage/open space lots.

An amended Land Study for this development was approved in 2021. Construction plans and the Preliminary Plat for this unit were approved in January of 2024.

STREETS/FUTURE THOROUGHFARE PLAN (FTPX):

This plat includes 6,110 linear feet of privately maintained roadway. Sixty feet of right-of-way is being dedicated on planned streets of Monument Hill, El Captain, Hagerman, Cerrillos Hills, San Bernard, Bob Sandlin Way and Buescher.

A Traffic Impact Analysis (TIA) was provided with the Master Development Plan submittal in 2018 that accounts for the full build-out of the subdivision. The City Engineer's office verified during review that the proposed Unit 2 complies with the previously approved traffic study.

UTILITIES:

Construction plans for the utility and roadway improvements have been approved. GVSUD will serve as the provider of water and sewer for this development. GVEC will serve as the electric provider.

DRAINAGE:

The drainage plan submitted was reviewed and approved by the City Engineer's office. The report indicates that drainage mitigation in Unit 2 will utilize a detention pond in Unit 1 of the subdivision.

STAFF RECOMMENDATION:

Staff and the City Engineer reviewed the plat and associated documents. Per the attached memo, all comments have been addressed. Therefore, staff recommends APPROVAL of this Final Plat subject to all fees associated with the review and processing of the application paid in full.

Attachments

[Application](#)

[Plat](#)

[City Engineer Letter](#)

[Property Map](#)



City of Cibolo
 Planning Department
 201 Loop 539 W/P.O. Box 826
 Cibolo, TX 78108
 Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - FINAL PLAT

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: Cibolo Farms Unit 2
 Total Acres: 26.455 AC Survey Name: J.M. Cadena Survey No.254, Frailan De La Garza Survey No. 253, I.&G.N.R.R. CO. Abstract No.: 93, 143, & 188
 Project Location (address): approximately 3/4 of a mile SE of the intersection of FM1103 and Green Valley Rd.

Current Zoning: ETJ Overlay: None Old Town FM 78
 Proposed Zoning: ETJ # of Lots: 89 # of Units: 4
 Please Choose One: Single-Family Multi-Family Commercial Industrial
 Other
 Current Use: Agriculture Total Proposed Square Footage: _____
 Proposed Use: Single Family (Commercial/Industrial only)

Applicant Information:

Property Owner Name: Lennar Homes of Texas Land and Construction, LTD.
 Address: 100 NE Loop 410, Ste. 1155 City: San Antonio
 State: Texas Zip Code: 78216 Phone: (210) 403-6200
 Email: richard.mott@lennar.com Fax: _____

*Applicant (if different than Owner): _____
 * Letter of Authorization required
 Address: _____ City: _____
 State: _____ Zip Code: _____ Phone: _____
 Email: _____ Fax: _____

Representative: KCI Technologies (Contact: Mary Stewart)
 Address: 2806 West Bitters Road, Suite 218 City: San Antonio
 State: Texas Zip Code: 78248 Phone: (210) 641-9999
 Email: mary.stewart@kci.com Fax: _____

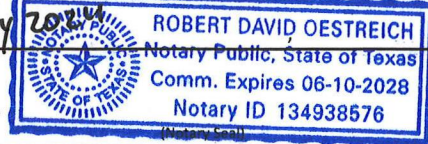
Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application. Also, you waive the statutory time limits in accordance with Section 211, and 245 of the Texas Local Government Code.

[Signature]
 Owner or Representative's Signature
Richard Mott
 Typed / Printed Name

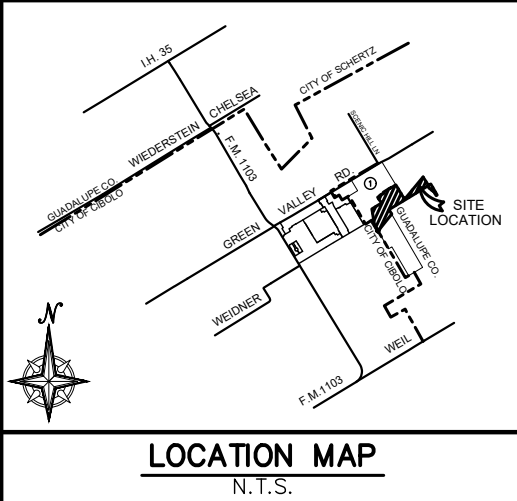
State of TEXAS
 County of BEXAR
 Before me, ROBERT D. OESTREICH, on this day personally appeared
 Name of Notary Public

RICHARD MOTT, to be the person(s) who is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of July 2021
[Signature]
 Notary Public Signature



City of Cibolo Use Only
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number



OWNER/DEVELOPER:
LENNAR HOMES OF TEXAS AND
CONSTRUCTION, LTD
100 NE LOOP 410, SUITE 1155
SAN ANTONIO, TEXAS 78216
TEL: (210) 403-6200

PRIVATE STREETS

ALL STREETS AND DRAINAGE
INFRASTRUCTURE ARE TO BE PRIVATELY
MAINTAINED RATHER THAN OWNED AND
MAINTAINED BY GUADALUPE COUNTY.

PLAT REFERENCE	
①	CIBOLO FARMS UNIT 1 (VOL. 10, PG. 195-198 P.R.)

LEGEND

- BUILDING SETBACK LINE
- GREEN VALLEY SPECIAL UTILITY DISTRICT
- CERTIFICATE OF CONVENIENCE AND NECESSITY
- GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION EASEMENT
- OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- DEED RECORDS OF GUADALUPE COUNTY, TEXAS
- EXTRA-TERRITORIAL JURISDICTION
- CLEAR VISION EASEMENT
- VOLUME
- PAGE
- LINEAR FEET
- RIGHT OF WAY
- STREET CENTERLINE
- VEHICLE NON-ACCESS EASEMENT
- BLOCK
- SQUARE FOOTAGE
- ACRE
- PROPOSED FIRE HYDRANT
- EXISTING CONTOUR
- PROPOSED FINISHED CONTOUR
- 1/2" IRON ROD FOUND W/ NO CAP, OR CAP SHOWN
- 1/2" IRON ROD FOUND W/ CEC CAP
- 1/2" IRON ROD SET W/ CEC CAP

CLEAR VISION:

CLEAR VISION AREAS MUST BE FREE OF VISUAL OBSTRUCTION IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, OR LATEST VERSION THEREOF. INTERSECTIONS THAT REQUIRE CLEAR VISION EASEMENTS ARE INDICATED AS "CLEAR VISION EASEMENT"

- A 1'X20' NON-ACCESS EASEMENT
- B 10'X10' FENCE VISIBILITY TRIANGLE
- C EX. 1'X20' NON-ACCESS EASEMENT (CIBOLO FARMS U1 VOL. 10 PG. 195-198 P.R.)
- D 10' G.E.T.V.E & OPEN SPACE, PERMEABLE (0.024 OF AN ACRE) 1,046 S.F.
- E LOT 901, BLOCK 7 10' G.E.T.V.E & OPEN SPACE, PERMEABLE (0.049 OF AN ACRE) 2,114 S.F.
- F LOT 902, BLOCK 1 OPEN SPACE, PERMEABLE (0.032 OF AN ACRE) 1,410 S.F.

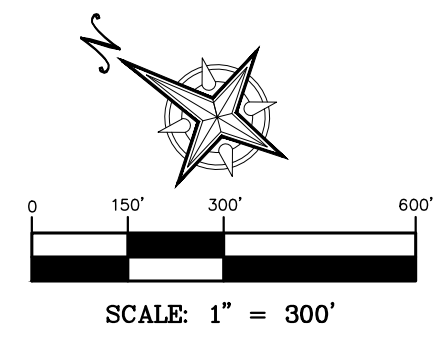
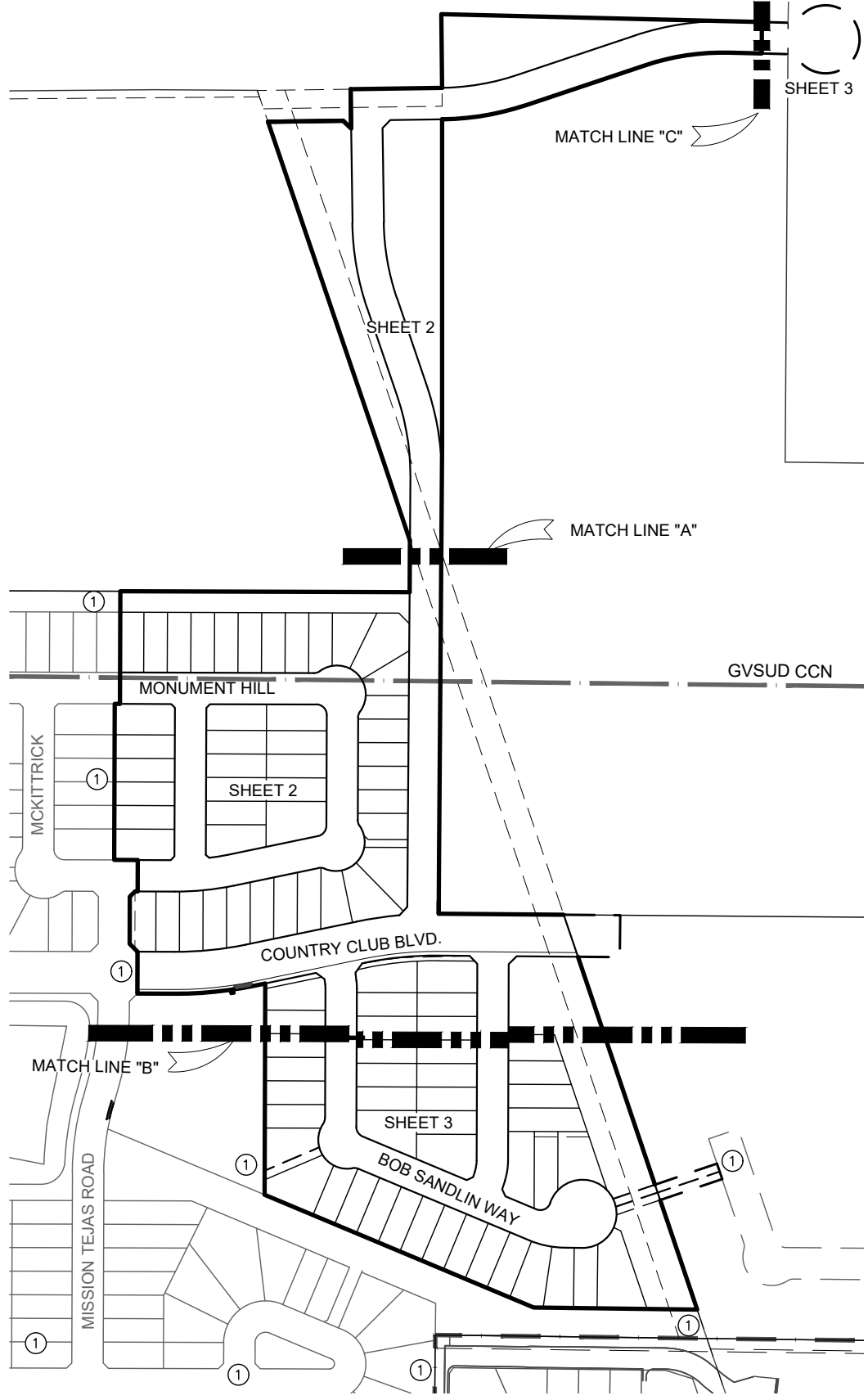
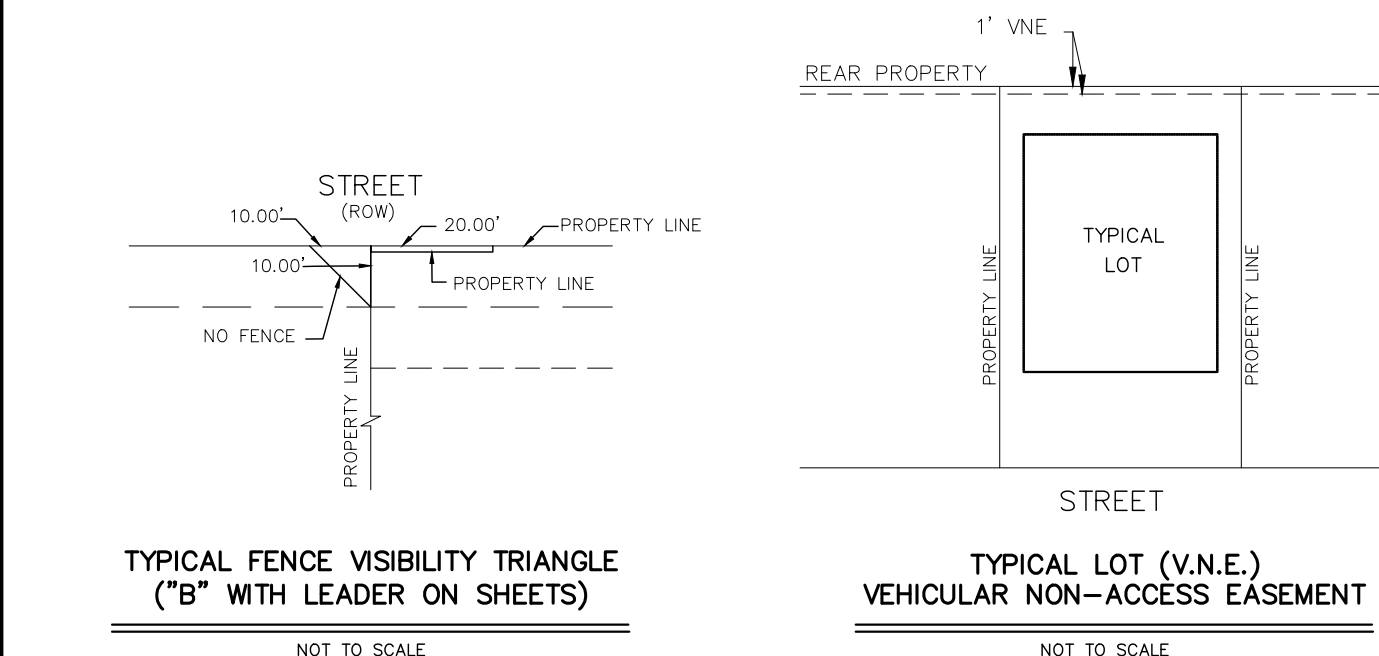
WHERE UNDERGROUND SERVICES ARE UTILIZED GVEC WILL POSSESS A 5-FOOT-WIDE EASEMENT TO THE SERVICE METER LOCATION. EASEMENT TO FOLLOW SERVICE LINE AND WILL VARY DEPENDING ON LOCATION OF BUILDING OR STRUCTURE.

ANY EASEMENT DESIGNATED AS A GVEC 20' X 20' UTILITY EASEMENT SHALL REMAIN OPEN FOR ACCESS AT ALL TIMES AND SHALL NOT BE WITHIN A FENCED AREA.

ALL ELECTRIC EASEMENTS, FOR BOTH PRIMARY AND SECONDARY ELECTRIC SERVICE, INCLUDE RIGHTS OF INGRESS AND EGRESS ACROSS THE SUBDIVISION FOR THE PURPOSE OF INSTALLING, SERVICING, UPGRADE, AND MAINTAINING THE ELECTRICAL FACILITIES AND SHALL REMAIN AT FINAL GRADE.

ANY REQUEST TO SUBSEQUENTLY RELOCATE ANY PORTION OF THE ELECTRIC FACILITIES INSTALLED SHALL BE SUBJECT TO THE COOPERATIVE'S REASONABLE DISCRETION AND THE REQUESTING PARTY SHALL BEAR ALL COSTS ASSOCIATED WITH SUCH RELOCATION.

THIS SUBDIVISION PLAT OF CIBOLO FARMS UNIT 2 HAS BEEN SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR EASEMENTS.



GREEN VALLEY SUD NOTES "EASEMENT CERTIFICATION"

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE GREEN VALLEY SPECIAL UTILITY DISTRICT OF MARION, TEXAS, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT MARKED AS "GVSD WATERLINE EASEMENT", "GVSD SEWER EASEMENT" OR "GVSD REUSE WATER EASEMENT" AS APPLICABLE WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER ACCESS AND USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, UPGRADE, PARALLEL AND REMOVE WATER OR WASTE-WATER TRANSMISSION, COLLECTION AND/OR DISTRIBUTION LINES AND APPURTENANCES AND ANY OTHER FACILITIES NECESSARY TO SERVE GRANTORS' PROPERTY, AS WELL AS THE GRANTEE'S CURRENT AND FUTURE SYSTEM-WIDE CUSTOMERS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS UNDER, OVER AND ACROSS GRANTORS' ADJACENT LANDS AND IN ALL STREETS AND BYWAYS FOR THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, INCLUDING THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES, SHRUBS, GRASSES, PAVEMENTS, FENCES, STRUCTURES, IMPROVEMENTS, OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH THE FACILITY OR THE ACCESS THERETO.

IT IS AGREED AND UNDERSTOOD THAT NO OTHER UTILITIES SHALL BE INSTALLED WITHIN OUR EASEMENT TO INCLUDE BUT NOT LIMITED TO PERMANENT STRUCTURES AND/OR BUILDINGS, CONCRETE SLABS, SIDEWALKS, WALLS, AND PAVEMENTS. ANY MONETARY LOSS TO GREEN VALLEY SUD RESULTING FROM MODIFICATIONS REQUIRED OF UTILITY EQUIPMENT LOCATED WITHIN SAID EASEMENTS DUE TO GRADE CHANGE OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS, UPON ENTERING IN AND UPON SAID EASEMENT, THE DISTRICT WILL ENDEAVOR TO RESTORE THE LAND SURFACE TO A USEABLE CONDITION BUT IS NOT OBLIGATED TO RESTORE IT TO A PRE-EXISTING CONDITION.

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

"GREEN VALLEY SPECIAL UTILITY DISTRICT CERTIFICATE"
THIS LAND DEVELOPMENT PLAT HAS BEEN SUBMITTED TO AND APPROVED BY GREEN VALLEY SPECIAL UTILITY DISTRICT FOR EASEMENTS. UPON REQUEST OF THE CUSTOMER AND PAYMENT OF THE REQUIRED FEES, THE DISTRICT WILL PROVIDE DOMESTIC WATER SERVICE TO EACH LOT IN THIS SUBDIVISION, BY AGREEMENT WITH THE DEVELOPER.

BY: _____
AGENT FOR GREEN VALLEY S.U.D.

STATE OF TEXAS
COUNTY OF GUADALUPE
WHEREAS, _____, ACTING BY AND THROUGH THE UNDERSIGNED, _____ (NAME OF CORPORATION)
IT'S DULY AUTHORIZED AGENT, IS THE SOLE OWNER OF A TRACT OF LAND LOCATED IN THE _____ (SURVEY NAME AND ABSTRACT NUMBER)
CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS, ACCORDING TO THE DEED RECORDED IN VOLUME _____, PAGE _____ OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THIS PLAT OF CIBOLO FARMS UNIT 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF CIBOLO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D., 2024
BY: _____ CHAIR
BY: _____ VICE-CHAIR

THIS PLAT OF CIBOLO FARMS UNIT 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF CIBOLO, AND IS HEREBY RECOMMENDING APPROVAL BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D., 2024
BY: _____ MAYOR
BY: _____ CITY SECRETARY

8 BLOCKS WITH 89 RESIDENTIAL LOTS,
6 OPEN SPACE LOTS, 2 DRAINAGE & OPEN SPACE LOTS.
**FINAL PLAT
CIBOLO FARMS UNIT 2**
BEING 26.608 ACRES OF LAND OUT OF THE J.M. CADENA SURVEY NO. 254 ABSTRACT NO. 93; FRILAN DE LA GARZA SURVEY NO. 253, ABSTRACT NO. 143; AND I.&G.N.R.R. CO., OF GUADALUPE COUNTY, TEXAS, FILED AND RECORDED IN ABSTRACT NO 188, DOCUMENT NUMBER 2015017419 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

CEC
CIVIL ENGINEERING CONSULTANTS
d b a . DON DURDEN, INC.
11550 IH 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230-1037
TEL: (210) 641-9999
FAX: (210) 641-6440
REGISTRATION #F-2214 / #10041000

DATE PREPARED: AUGUST 2024
JOB NUMBER: E0669101
STATE OF TEXAS
COUNTY OF GUADALUPE
THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

LENNAR HOMES OF TEXAS AND CONSTRUCTION, LTD
100 NE LOOP 410, SUITE 1155
SAN ANTONIO, TEXAS 78216

BY: RICHARD MOTT
STATE OF TEXAS
COUNTY OF GUADALUPE
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED

KNOW TO ME
TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND & SEAL OF OFFICE THIS _____ DAY OF _____, A.D., 2024.

BY: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF GUADALUPE
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE CITY COUNCIL OF THE CITY OF CIBOLO.

REGISTERED PROFESSIONAL ENGINEER
MARY P. STEWART

SWORN TO & SUBSCRIBED BEFORE ME THE _____ DAY OF _____, A.D., 2024.

AMANDA ALYSSA THOMPSON
Notary Public, State of Texas
Comm. Expires 06-09-2025
Notary ID 133147156
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF GUADALUPE
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR

SWORN TO & SUBSCRIBED BEFORE ME THE _____ DAY OF _____, A.D., 2024.

AMANDA ALYSSA THOMPSON
Notary Public, State of Texas
Comm. Expires 06-09-2025
Notary ID 133147156
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF GUADALUPE
APPROVED ON THIS THE _____ DAY OF _____, 2024, BY THE CITY ENGINEER, CITY OF CIBOLO, TEXAS

BY: _____
CITY ENGINEER, CITY OF CIBOLO

REFERENCE LINE AND CURVE TABLE
DATA ON SHEET 3 OF 3

PLAT NOTES APPLY TO EVERY PAGE OF
THIS MULTIPLE PAGE PLAT

FINAL PLAT CIBOLO FARMS UNIT 2

BEING 26.608 ACRES OF LAND OUT OF THE J.M. CADENA SURVEY NO. 254
ABSTRACT NO. 93; FRILAN DE LA GARZA SURVEY NO. 253, ABSTRACT NO.
143; AND I.&G.N.R.R. CO., OF GUADALUPE COUNTY, TEXAS, FILED AND
RECORDED IN ABSTRACT NO 188, DOCUMENT NUMBER 2015071419 OF THE
OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

CIVIL ENGINEERING CONSULTANTS
d.b.a. DON DURDEN, INC.
11550 IH 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230-1037
TEL: (210) 641-9999
FAX: (210) 641-6440
REGISTRATION #F-2214 / #10041000



DATE PREPARED: AUGUST 2024
JOB NUMBER: E0669101

NOTES:

- 1.) THE PROPERTY SHOWN HEREON LIES WITHIN ETJ OF CIBOLO.
- 2.) THE PROPERTY SHOWN HEREON IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
- 3.) THE PROPERTY SHOWN HEREON IS LOCATED INSIDE SCHERTZ-CIBOLO-UNIVERSAL CITY SCHOOL DISTRICT.
- 4.) ALL PROPOSED STREETS WILL NOT BE DEDICATED TO THE PUBLIC NOR MAINTAINED BY GUADALUPE COUNTY.
- 5.) THE PROPERTY SHOWN HEREON WILL HAVE UTILITIES PROVIDED BY THE FOLLOWING:
WATER - GVSUD
SEWER - GVSUD
ELECTRICITY - G.V.E.C.
TELEPHONE - AT&T
GAS - CENTERPOINT ENERGY
- 6.) NO PORTION OF THE PROPERTY EXCEPT SHOWN HEREON IS LOCATED WITHIN A 100-YEAR FLOOD BOUNDARY AS DEFINED BY FLOOD INSURANCE RATE MAP GUADALUPE COUNTY, TEXAS COMMUNITY PANEL NUMBER 48187C 0230F, REVISED NOV 2, 2007
- 7.) THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED ABOVE.
- 8.) ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREE AND OTHER OBSTRUCTIONS), READING METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
- 9.) G.V.E.C. TO HAVE 5' WIDE ELECTRIC EASEMENT ON ALL ROAD CROSSINGS IN WHICH ELECTRIC LINES ARE PLACED.
- 10.) BEARING REFERENCE SOURCE IS THE NORTHWEST RIGHT-OF-WAY OF GREEN VALLEY ROAD (50' R.O.W.) SECTION BETWEEN THE FOUND MONUMENT SHOWN AND CALLED N59°24'24"E AS DETERMINED BY GPS OBSERVATION BASED ON NAD83 (2011) DATUM TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE.
- 11.) MONUMENTATION AS SHOWN, IT IS THE PRACTICE OF CIVIL ENGINEERING CONSULTANTS TO MONUMENT ALL CORNERS (IF PRACTICAL) IN THE SUBDIVISION WITH 1/2" REBAR AND CEC PLASTIC CAP UPON COMPLETION OF CONSTRUCTION.
- 12.) PROPERTY OWNERS ASSOCIATION WILL MOW AND MAINTAIN PARKS, LANDSCAPE BUFFERS, OPEN SPACE, GREENBELTS AND DRAINAGE EASEMENTS.
- 13.) GUADALUPE COUNTY AND/OR THE CITY OF CIBOLO RESERVES THE RIGHT TO RENAME STREETS AND/OR CHANGE HOUSE NUMBERS DUE TO INCOMPATIBILITY WITH EXISTING NAME LAYOUT, EMERGENCY VEHICLE RESPONSE, AND MAIL DELIVERY.
- 14.) LOT SQUARE FOOTAGES SHOWN HEREON WERE DERIVED FROM DIMENSIONS SHOWN, BUT DO NOT REFLECT A CERTIFIED INCREASE IN ACREAGE ACCURACY BEYOND THAT OF THE TOTAL ACREAGE SHOWN HEREON. (26.608 AC.)
- 15.) THIS PLAT CONTAINS APPROXIMATELY 6,110 LF. OF ROADWAY.
- 16.) SETTING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CIBOLO AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITIES AND BUILDING PERMITS.
- 17.) PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 18.) THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF CIBOLO IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 19.) APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEERS.
- 20.) ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF CIBOLO MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 21.) FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE FINISHED ADJACENT GRADE.
- 22.) ROUTINE MAINTENANCE OF WEEDS AND GRASS IN ALL EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, HOA, OR PROPERTY OWNER ASSOCIATION ON WHICH THE EASEMENT IS LOCATED IN ACCORDANCE WITH CITY OF CIBOLO CODE OF ORDINANCES PROVISIONS FOR HIGH WEEDS AND GRASS.
- 23.) PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, A GEOTECHNICAL REPORT SHALL BE COMPLETED SHOWING COMPLIANCE WITH ALL RECOMMENDED PRACTICE FOR THE DESIGN OF RESIDENTIAL FOUNDATIONS, VERSION 1.1. STANDARDS OF THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS. THE GEOTECHNICAL STANDARDS OF THE CITY OF CIBOLO UDC AND THE CITY OF CIBOLO BUILDING CODE, EACH OF WHICH MAY BE AMENDED.
- 24.) TREE SURVEY WILL BE PROVIDED ON A UNIT TO UNIT BASIS.
- 25.) NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF CIBOLO SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENT.
- 30.) THE ROADS SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES TO ACCESS THE LOTS.
- 31.) EVERY DEED THAT CONVEYS OWNERSHIP OF A LOT MUST CONTAIN NOTICE TO THE GRANTEE THAT ALL ROADS ARE PRIVATE; THE HOMEOWNERS' ASSOCIATION SHALL BE PERPETUALLY LIABLE FOR MAINTENANCE; NEITHER THE CITY OF CIBOLO NOR GUADALUPE COUNTY, TEXAS, WILL EVER ACCEPT THE ROADS FOR MAINTENANCE; AND THE QUALITY OF THE ROADS MUST BE MAINTAINED AS TO NOT AFFECT ACCESS BY PUBLIC SERVICE AGENCIES SUCH AS POLICE, FIRE AND EMERGENCY MEDICAL SERVICES.
- 32.) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, DECORATIVE LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH GUADALUPE COUNTY.
- 33.) THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
- 34.) NO PARKLAND DEDICATION PROVIDED FOR THIS UNIT.

OWNER/DEVELOPER:
LENNAR HOMES OF TEXAS AND
CONSTRUCTION, LTD
100 NE LOOP 410, SUITE 1155
SAN ANTONIO, TEXAS 78216
TEL: (210) 403-6200

PLAT REFERENCE	
①	CIBOLO FARMS UNIT 1 (VOL. 10, PG. 195-198 P.R.)

PRIVATE STREETS

ALL STREETS AND DRAINAGE
INFRASTRUCTURE ARE TO BE PRIVATELY
MAINTAINED RATHER THAN OWNED AND
MAINTAINED BY GUADALUPE COUNTY.

LEGEND

1. BUILDING SETBACK LINE
2. GREEN VALLEY SPECIAL UTILITY DISTRICT
3. CERTIFICATE OF CONVEYANCE AND NECESSITY
4. GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION EASEMENT
5. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
6. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
7. DEED RECORDS OF GUADALUPE COUNTY, TEXAS
8. EXTRA-TERRITORIAL JURISDICTION
9. CLEAR VISION EASEMENT
10. VOLUME
11. PAGE
12. LINEAR FEET
13. RIGHT OF WAY
14. STREET CENTERLINE
15. VEHICLE NON-ACCESS EASEMENT
16. BLOCK
17. SQUARE FOOTAGE
18. ACRE
19. PROPOSED FIRE HYDRANT
20. EXISTING CONTOUR
21. PROPOSED FINISHED CONTOUR
22. 1/2" IRON ROD FOUND W/ NO CAP, OR CAP SHOWN
23. 1/2" IRON ROD FOUND W/ CEC CAP
24. 1/2" IRON ROD SET W/ CEC CAP
25. THE VALUES OF THE SETS OF COORDINATES SHOWN HEREON WERE OBTAINED WITH GLOBAL POSITIONING RECEIVERS DATUM IS NAD 83/93(2011), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, COMBINED SCALE FACTOR IS 1.000017
26. MONUMENTATION AS SHOWN, IT IS THE PRACTICE OF CIVIL ENGINEERING CONSULTANTS TO MONUMENT ALL CORNERS (IF PRACTICAL) IN THE SUBDIVISION WITH 1/2" REBAR AND CEC PLASTIC CAP UPON COMPLETION OF CONSTRUCTION.

- | | | |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| (A) 1'X20' NON-ACCESS EASEMENT | (D) LOT 905, BLOCK 2
10' G.E.T.V.E. &
OPEN SPACE, PERMEABLE
(0.024 OF AN ACRE) 1,046 S.F. | (F) LOT 905, BLOCK 1
10' G.E.T.V.E. &
OPEN SPACE, PERMEABLE
(0.029 OF AN ACRE) 1,259 S.F. |
| (B) 10'X10' FENCE VISIBILITY TRIANGLE | (E) LOT 901, BLOCK 7
10' G.E.T.V.E. &
OPEN SPACE, PERMEABLE
(0.049 OF AN ACRE) 2,114 S.F. | |
| (C) EX. 1'X20' NON-ACCESS EASEMENT
(CIBOLO FARMS U1
VOL. 10 PG. 195-198 P.R.) | | |

CLEAR VISION:
CLEAR VISION AREAS MUST BE FREE OF
VISUAL OBSTRUCTION IN ACCORDANCE WITH
THE AMERICAN ASSOCIATION OF STATE
HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO) POLICY ON GEOMETRIC DESIGN OF
HIGHWAYS AND STREETS, OR LATEST
VERSION THEREOF. INTERSECTIONS THAT
REQUIRE CLEAR VISION EASEMENTS ARE
INDICATED AS "CLEAR VISION EASEMENT"

N=13,768,909
E= 2,219,470

SCALE: 1" = 100'

DETAIL "2"
1" = 20'
(SEE THIS SHEET)

DETAIL "1"
1" = 20'
(SEE THIS SHEET)

SCALE: 1" = 100'

REFERENCE LINE AND CURVE TABLE
DATA ON SHEET 3 OF 3

PLAT NOTES APPLY TO EVERY PAGE OF
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MATCHLINE "B" - SEE SHEET 3

FINAL PLAT
CIBOLO FARMS UNIT 2

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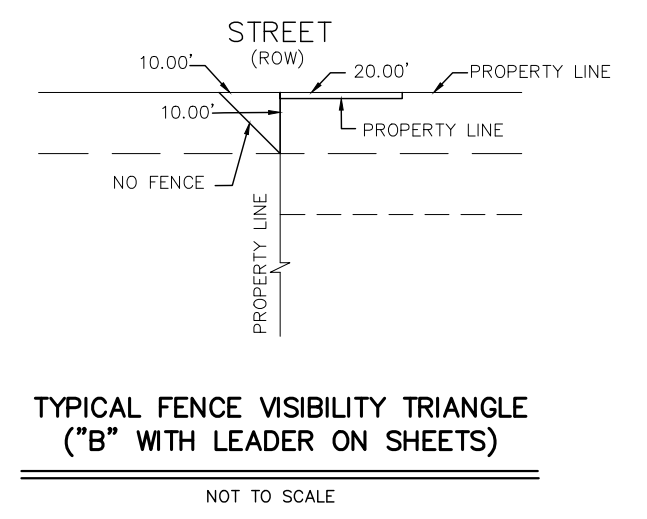
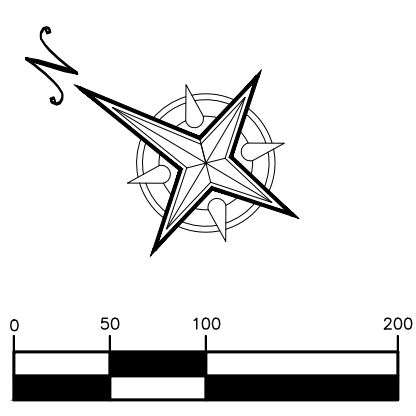
DATE PREPARED: AUGUST 2024
JOB NUMBER: E0669101

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 - PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, A GEOTECHNICAL REPORT SHALL BE COMPLETED SHOWING COMPLIANCE WITH ALL RECOMMENDED PRACTICE FOR THE DESIGN OF RESIDENTIAL FOUNDATIONS, VERSION 1.1 STANDARDS OF THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS. THE GEOTECHNICAL STANDARDS OF THE CITY OF CIBOLO UDC AND THE CITY OF CIBOLO BUILDING CODE, EACH OF WHICH MAY BE AMENDED.
 - TREE SURVEY WILL BE PROVIDED ON A UNIT TO UNIT BASIS.
 - NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF CIBOLO SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENT.
 - IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, DECORATIVE LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH GUADALUPE COUNTY.
 - THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
 - NO PARKLAND DEDICATION PROVIDED FOR THIS UNIT.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	153.44'	740.00'	011°52'48"	N36°32'00"W	153.16'
C2	145.14'	700.00'	011°52'48"	S36°32'00"E	144.88'
C3	148.70'	700.00'	012°10'18"	S36°23'15"E	148.42'
C4	78.15'	515.00'	008°41'39"	N38°07'34"W	78.07'
C5	28.84'	515.00'	003°11'09"	N32°11'10"W	28.83'
C6	57.60'	150.00'	022°00'00"	N19°03'19"W	57.24'
C7	12.01'	100.00'	006°52'48"	N55°58'00"E	12.00'
C8	12.60'	20.00'	036°05'26"	S48°38'18"E	12.39'
C9	155.68'	55.00'	162°10'51"	S14°24'24"W	108.67'
C10	12.60'	20.00'	036°05'26"	S77°27'07"W	12.39'
C11	12.12'	20.00'	034°43'05"	S42°02'52"W	11.93'
C12	141.64'	55.00'	147°33'22"	N81°32'00"W	105.62'
C13	12.12'	20.00'	034°43'05"	N25°06'51"W	11.93'
C14	113.00'	545.00'	011°52'48"	N36°32'00"W	112.80'
C15	35.26'	485.00'	004°09'57"	S39°48'08"E	35.25'
C16	27.27'	20.00'	078°07'12"	S81°32'00"E	25.21'
C17	31.42'	20.00'	090°00'00"	N14°24'24"E	28.28'
C18	45.31'	660.00'	003°56'01"	S37°13'12"E	45.30'
C19	82.52'	740.00'	006°23'22"	S39°16'43"E	82.48'
C20	157.63'	470.00'	019°12'56"	N50°01'44"E	156.89'
C21	167.69'	500.00'	019°12'56"	N50°01'44"E	166.90'
C22	177.75'	530.00'	019°12'56"	S50°01'44"W	176.82'
C23	166.13'	530.00'	017°57'32"	N49°24'02"E	165.45'
C24	156.72'	500.00'	017°57'32"	N49°24'02"E	156.08'
C25	147.32'	470.00'	017°57'32"	S49°24'02"W	146.72'
C26	144.87'	470.00'	017°39'36"	S40°26'57"E	144.29'
C27	184.07'	530.00'	019°53'55"	S39°19'47"E	183.14'
C28	40.19'	130.00'	017°42'54"	S68°05'55"W	40.03'
C29	30.61'	100.00'	017°32'17"	S68°10'33"W	30.49'
C30	32.83'	20.00'	094°03'06"	S55°04'52"E	29.27'
C31	285.94'	65.00'	252°03'06"	S23°55'09"W	105.14'
C32	69.12'	180.00'	022°00'00"	N19°03'19"W	68.69'
C33	11.73'	20.00'	033°35'32"	N24°51'05"W	11.56'
C34	129.25'	55.00'	134°38'47"	N25°40'33"E	101.50'
C35	11.73'	20.00'	033°35'32"	N76°12'10"E	11.56'
C36	8.41'	70.00'	006°52'48"	N55°58'00"E	8.40'
C37	21.43'	70.00'	017°32'17"	N68°10'33"E	21.34'
C38	23.55'	20.00'	067°27'43"	S25°40'33"W	22.21'
C39	15.61'	130.00'	006°52'48"	S55°58'00"W	15.60'
C40	163.47'	530.00'	017°40'19"	N40°26'35"E	162.82'
C41	154.22'	500.00'	017°40'19"	N40°26'35"E	153.61'
C42	140.21'	655.00'	012°15'53"	N36°23'16"W	139.94'
C43	173.65'	500.00'	019°53'55"	S39°19'47"E	172.78'
C44	163.23'	470.00'	019°53'55"	S39°19'47"W	162.41'
C45	22.83'	25.00'	052°19'49"	S55°32'43"E	22.05'
C46	322.94'	65.00'	284°39'37"	S60°37'11"W	79.44'
C47	22.83'	25.00'	052°19'49"	N3°12'55"W	22.05'

DETAIL 1
1" = 30'

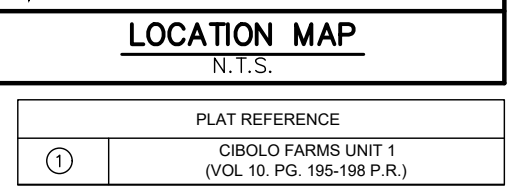
Line Table			Line Table		
Line	Length	Direction	Line	Length	Direction
L1	80.00'	N59°24'24"E	L29	21.23'	N76°39'42"W
L2	21.21'	N14°24'24"E	L30	84.69'	S40°32'24"W
L3	14.14'	S75°35'36"E	L31	21.16'	N75°26'51"W
L4	5.00'	S30°35'36"E	L32	11.39'	N76°56'41"E
L5	60.00'	N59°24'24"E	L33	16.62'	S76°56'41"W
L6	45.00'	N30°35'36"W	L34	14.75'	S34°26'41"W
L7	10.00'	S30°35'36"E	L35	54.11'	S76°56'41"W
L8	98.50'	N59°38'12"E	L36	10.90'	N13°59'54"E
L9	21.21'	S13°22'49"W	L37	28.23'	S14°31'18"W
L10	80.00'	S59°41'54"W	L38	33.72'	N30°03'20"W
L11	80.00'	N30°18'06"W	L39	9.89'	S52°31'36"W
L12	31.00'	S40°32'21"W	L40	20.27'	N05°01'36"E
L13	20.99'	N42°28'24"W	L41	104.90'	S30°18'06"E
L14	71.38'	N30°35'36"E	L42	148.35'	S30°18'06"E
L15	71.38'	S30°35'36"E	L43	60.11'	N30°18'06"W
L16	47.27'	S42°28'24"E	L44	21.27'	N14°33'09"E
L17	35.00'	N59°56'42"E	L45	13.51'	S55°33'19"E
L18	33.72'	N30°03'19"W	L46	15.13'	S52°31'36"W
L19	67.66'	N52°31'36"E	L47	22.12'	N84°58'24"W
L20	62.93'	S30°35'36"E	L48	11.39'	N76°56'41"E
L21	10.00'	S75°35'36"E	L49	5.65'	N42°27'53"W
L22	10.00'	N14°24'24"E	L50	10.10'	S42°28'24"E
L23	60.00'	N59°23'59"E	L51	51.07'	S29°22'49"E
L24	71.38'	N30°35'36"W	L52	50.00'	N29°22'49"W
L25	10.00'	N75°35'36"W	L53	0.76'	N31°37'18"W
L26	8.47'	S09°51'58"W	L54	15.00'	N05°45'42"W
L27	71.38'	S30°35'36"E	L55	110.22'	S42°28'24"E
L28	22.14'	S77°56'00"E	L56	60.01'	N59°35'47"E



TYPICAL FENCE VISIBILITY TRIANGLE ("B" WITH LEADER ON SHEETS)
NOT TO SCALE

OWNER/DEVELOPER:
LENNAR HOMES OF TEXAS AND
CONSTRUCTION, LTD
100 NE LOOP 410, SUITE 1155
SAN ANTONIO, TEXAS 78216
TEL: (210) 403-6200

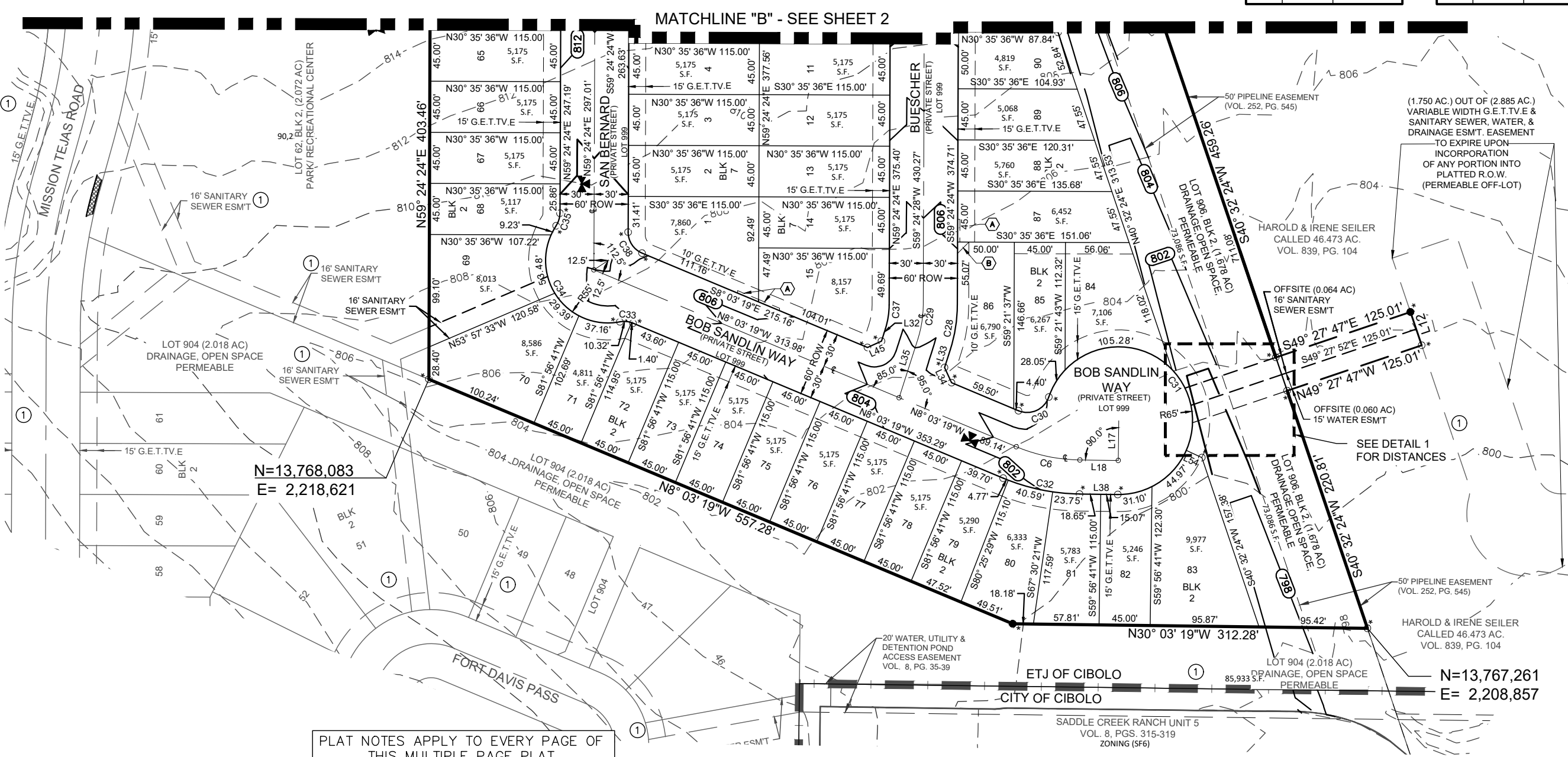
PRIVATE STREETS
ALL STREETS AND DRAINAGE
INFRASTRUCTURE ARE TO BE PRIVATELY
MAINTAINED RATHER THAN OWNED AND
MAINTAINED BY GUADALUPE COUNTY.



PLAT REFERENCE	
①	CIBOLO FARMS UNIT 1 (VOL. 10, PG. 195-198 P.R.)

- LEGEND**
- BUILDING SETBACK LINE
 - GREEN VALLEY SPECIAL UTILITY DISTRICT
 - CERTIFICATE OF CONVENIENCE AND NECESSITY
 - GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION EASEMENT
 - OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
 - PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
 - DEED RECORDS OF GUADALUPE COUNTY, TEXAS
 - EXTRA-TERRITORIAL JURISDICTION
 - CLEAR VISION EASEMENT
 - VOLUME
 - PAGE
 - LINEAR FEET
 - RIGHT OF WAY
 - STREET CENTERLINE
 - VEHICLE NON-ACCESS EASEMENT
 - BLOCK
 - SQUARE FOOTAGE
 - ACRE
 - PROPOSED FIRE HYDRANT
 - EXISTING CONTOUR
 - PROPOSED FINISHED CONTOUR
 - 1/2" IRON ROD FOUND W/ NO CAP, OR CAP SHOWN
 - 1/2" IRON ROD FOUND W/ CEC CAP
 - 1/2" IRON ROD SET W/ CEC CAP
 - THE VALUES OF THE SETS OF COORDINATES SHOWN HEREON WERE OBTAINED WITH GLOBAL POSITIONING RECEIVERS DATUM IS NAD 83/93(2011), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, COMBINED SCALE FACTOR IS 1.00017
 - MONUMENTATION AS SHOWN, IT IS THE PRACTICE OF CIVIL ENGINEERING CONSULTANTS TO MONUMENT ALL CORNERS (IF PRACTICAL) IN THE SUBDIVISION WITH 1/2" REBAR AND CEC PLASTIC CAP UPON COMPLETION OF CONSTRUCTION.

- 1'X20' NON-ACCESS EASEMENT
- 10'X10' FENCE VISIBILITY TRIANGLE
- EX. 1'X20' NON-ACCESS EASEMENT (CIBOLO FARMS U1 VOL. 10 PG. 195-198 P.R.)
- LOT 905, BLOCK 2 10' G.E.T.V.E. & OPEN SPACE, PERMEABLE (0.024 OF AN ACRE) 1,046 S.F.
- LOT 901, BLOCK 7 10' G.E.T.V.E. & OPEN SPACE, PERMEABLE (0.049 OF AN ACRE) 2,114 S.F.
- LOT 902, BLOCK 1 10' G.E.T.V.E. & OPEN SPACE, PERMEABLE (0.032 OF AN ACRE) 1,410 S.F.



- ALL PRIVATE STREETS ARE DESIGNATED AS A 60' UNDERGROUND AND AT-GRADE INFRASTRUCTURE AND SERVICE FACILITIES EASEMENT FOR GAS, ELECTRIC, STREET LIGHT, TELEPHONE, CABLE TELEVISION, DRAINAGE, PEDESTRIAN, PUBLIC WATER, WASTEWATER, RECYCLED WATER MAINS, AND EMERGENCY ACCESS EASEMENT.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENT. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER IDENTIFIES AND HOLDS THE CITY OF CIBOLO, GUADALUPE COUNTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND/OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
- THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF CIBOLO AND/OR GUADALUPE COUNTY, TEXAS. NEITHER THE CITY OF CIBOLO NOR GUADALUPE COUNTY ASSUMES ANY OBLIGATION TO THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. NEITHER THE CITY OF CIBOLO NOR GUADALUPE COUNTY ASSUMES ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE PUBLIC ROAD SYSTEM AND PUBLIC STREETS IN THE RESPECTIVE JURISDICTIONS.
- THE MAINTENANCE OF ALL PRIVATE STREETS, OPEN SPACE, GREENBELTS, PARKS, TREE SAVE AREAS, DRAINAGE EASEMENTS AND EASEMENTS OF ANY OTHER NATURE WITHIN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, OR OF AND GV RESIDENTIAL COMMUNITY, INC. OR ITS SUCCESSORS OR ASSIGNS AND NOT THE RESPONSIBILITY OF THE CITY OF CIBOLO OR GUADALUPE COUNTY. EASEMENTS EXPIRING TO ROW: EASEMENTS TO EXPIRE UPON INCORPORATION INTO PLATTED PUBLIC STREET RIGHT-OF-WAY.
- THE ROADS SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES TO ACCESS THE LOTS.
- EVERY DEED THAT CONVEYS OWNERSHIP OF A LOT MUST CONTAIN NOTICE TO THE GRANTEE THAT ALL ROADS ARE PRIVATE; THE HOMEOWNERS' ASSOCIATION SHALL BE PERPETUALLY LIABLE FOR MAINTENANCE; NEITHER THE CITY OF CIBOLO NOR GUADALUPE COUNTY, TEXAS, WILL EVER ACCEPT THE ROADS FOR MAINTENANCE; AND THE QUALITY OF THE ROADS MUST BE MAINTAINED AS TO NOT AFFECT ACCESS BY PUBLIC SERVICE AGENCIES SUCH AS POLICE, FIRE AND EMERGENCY MEDICAL SERVICES.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, DECORATIVE LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH GUADALUPE COUNTY.
- THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
- NO PARKLAND DEDICATION PROVIDED FOR THIS UNIT.

August 8, 2024

On behalf of the:

City of Cibolo
Attn: Grant Fore
200 S. Main Street
Cibolo, Texas 78108



Re: Final Plat Review
Cibolo Farms Unit 2 (PC-24-22)

Mr. Fore,

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

Our review of the project does not relieve or release the Engineer of Record or Surveyor of Record from complying with any and all the requirements of the local, state, and federal rules and regulations or guidelines impacting this project.

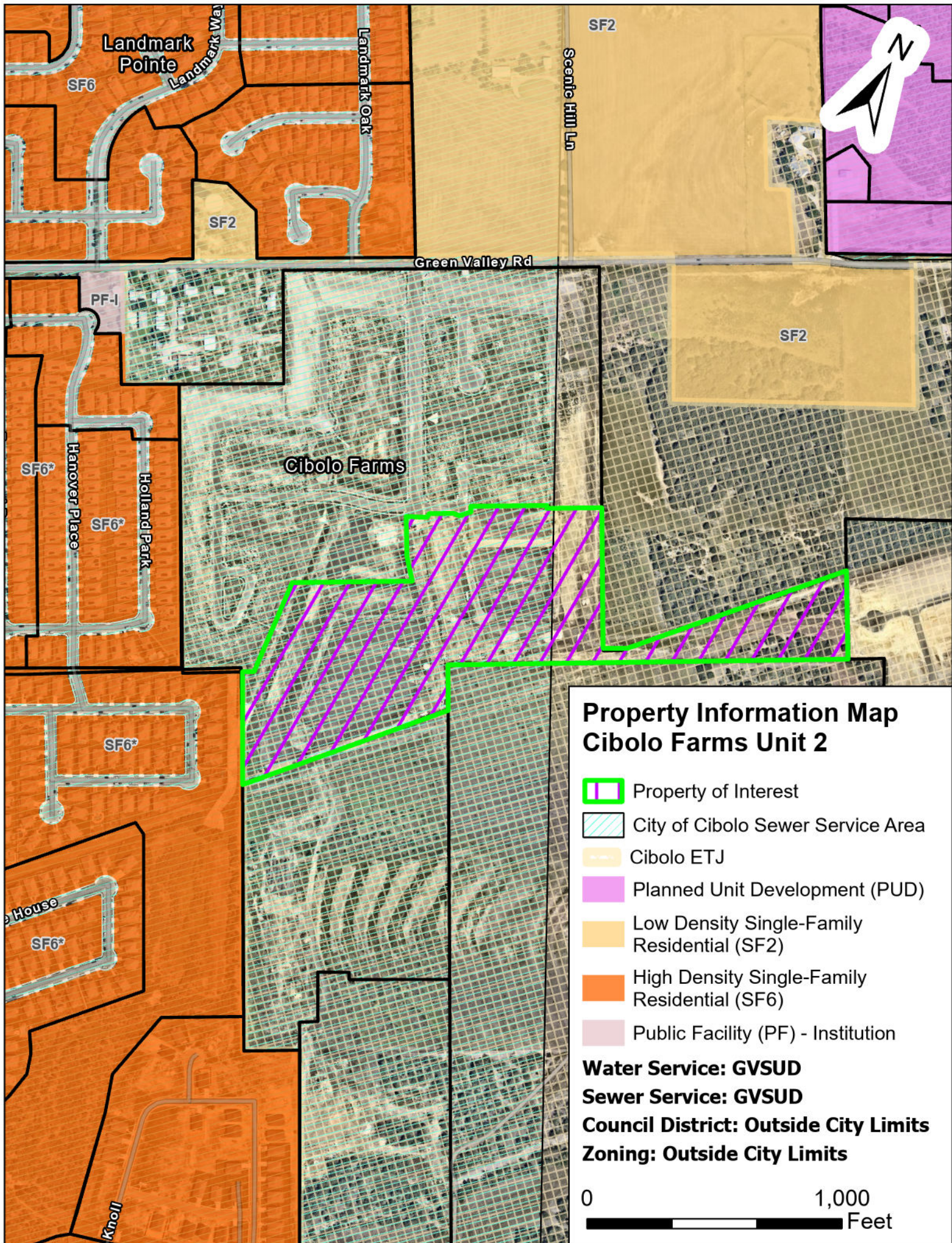
Sincerely,










A handwritten signature in blue ink, appearing to read "Andy Carruth".

Andy Carruth, P.E.

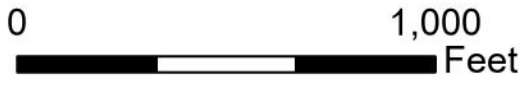
Plan Reviewer for the City of Cibolo



**Property Information Map
Cibolo Farms Unit 2**

-  Property of Interest
-  City of Cibolo Sewer Service Area
-  Cibolo ETJ
-  Planned Unit Development (PUD)
-  Low Density Single-Family Residential (SF2)
-  High Density Single-Family Residential (SF6)
-  Public Facility (PF) - Institution

Water Service: GVSUD
Sewer Service: GVSUD
Council District: Outside City Limits
Zoning: Outside City Limits





City Council Regular Meeting Staff Report

Fire Department

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Staff Update Item: 9B
From	
Mario Troncoso, Fire Chief	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[July.pdf](#)

Filters

Cibolo Fire Department



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

Start Date
7/1/2024

End Date
7/31/2024

Date Level
 Day
 Week
 Month
 Quarter
 Year

Shift

- A
- B
- C

Mutual Aid Type

- Aid Given
- Aid Received
- None

398 Incidents Selected based on Filter Settings

Date Range Selected: 7/1/2024 - 7/31/2024

Report Date: August 7, 2024 11:24

Department Volume

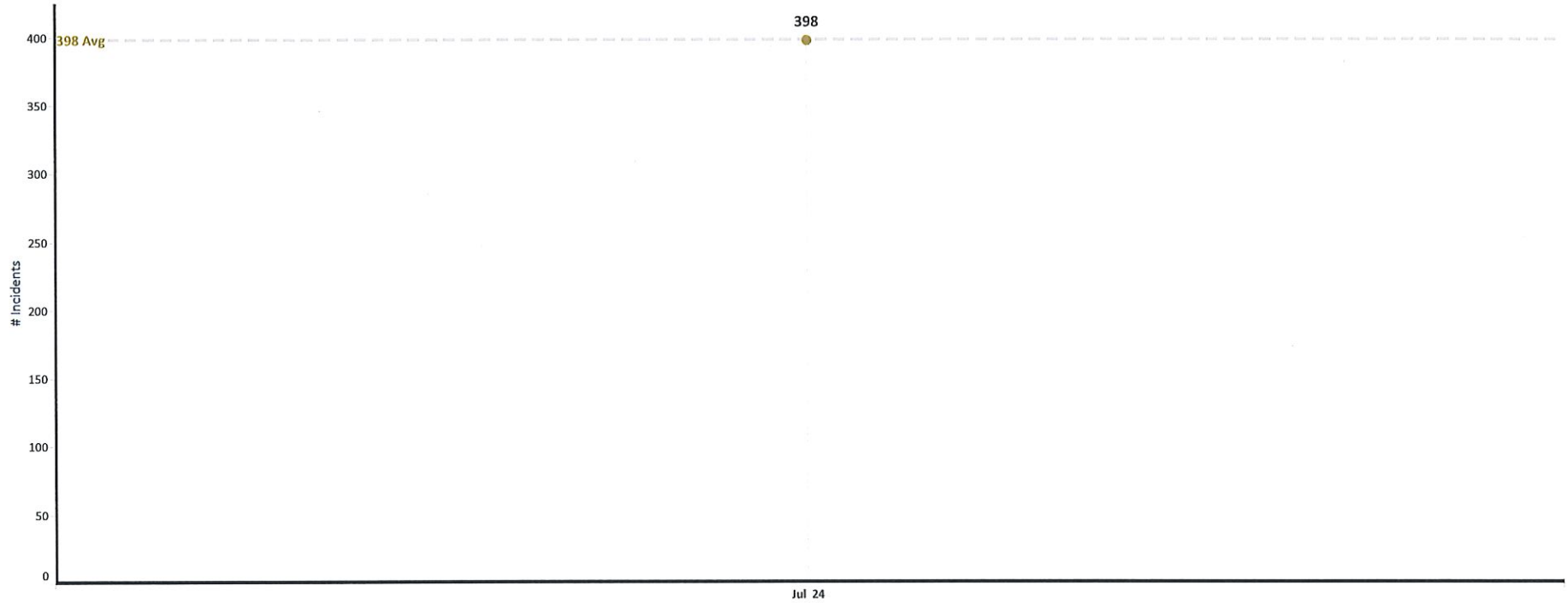
Cibolo Fire Department



Incident Measures per *Month*

398 Incidents	398 Average	398 Median	398 Minimum	398 Maximum
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Incidents per *Month*



Station Volume



Incidents per Station

Incidents per *Month*

Average Median Minimum Maximum

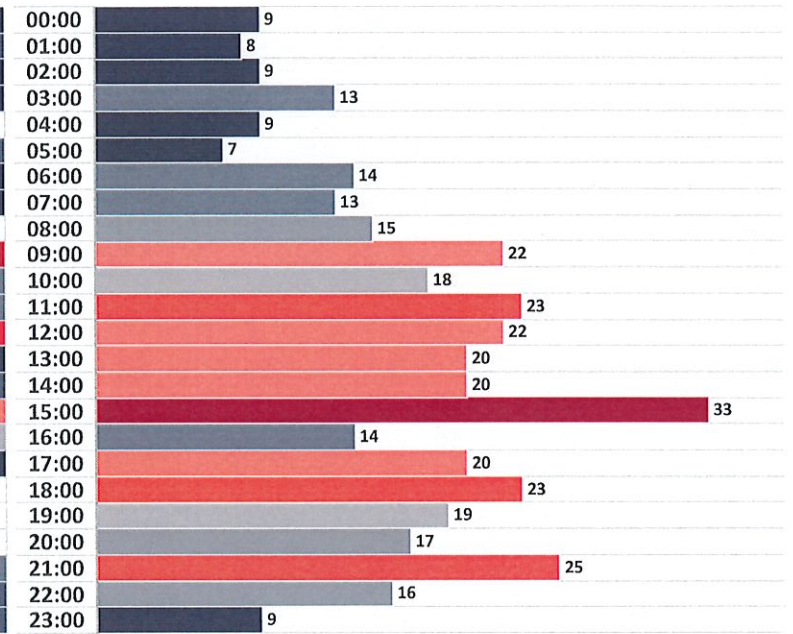
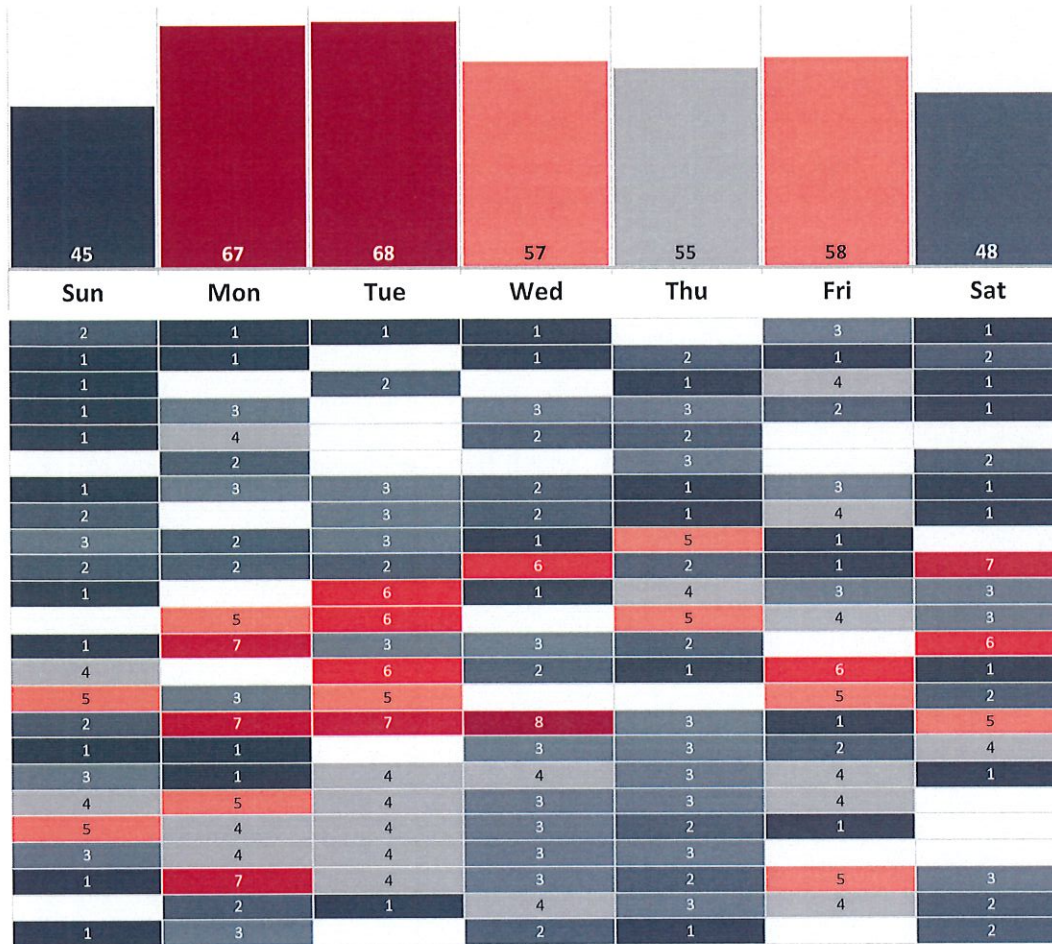
Incidents per Station		Incidents per <i>Month</i>			
		Average	Median	Minimum	Maximum
ST1	<p>40% 160</p>	160	160	160	160
ST2	<p>37% 149</p>	149	149	149	149
ST3	<p>22% 89</p>	89	89	89	89

Department Incidents by Day & Hour

Cibolo Fire Department



398
Incidents

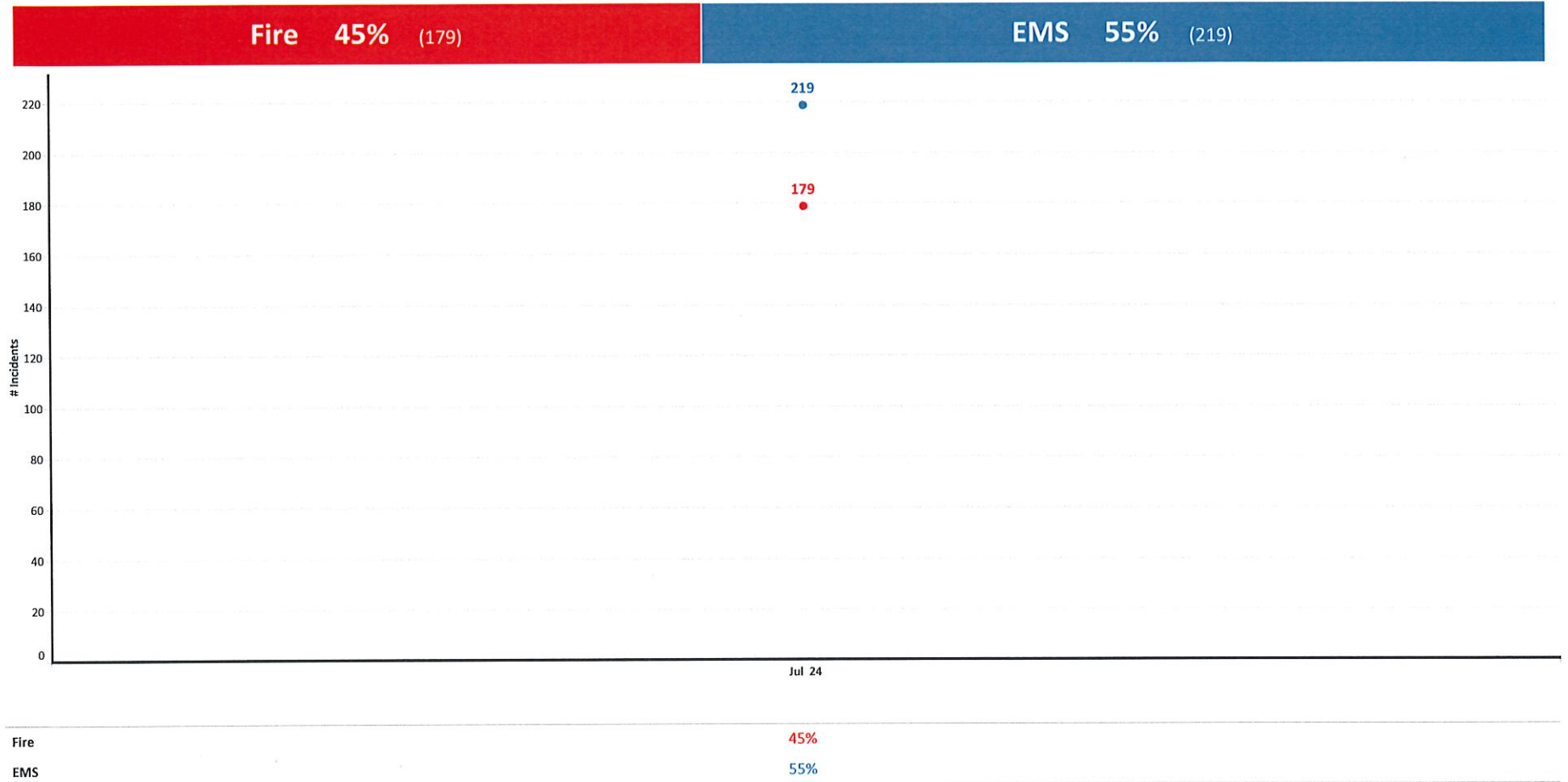


Department Fire/EMS Volume

Cibolo Fire Department



Fire / EMS Incidents by NFIRS Report Incident Type



Station Fire/EMS %

Click to highlight Fire or EMS

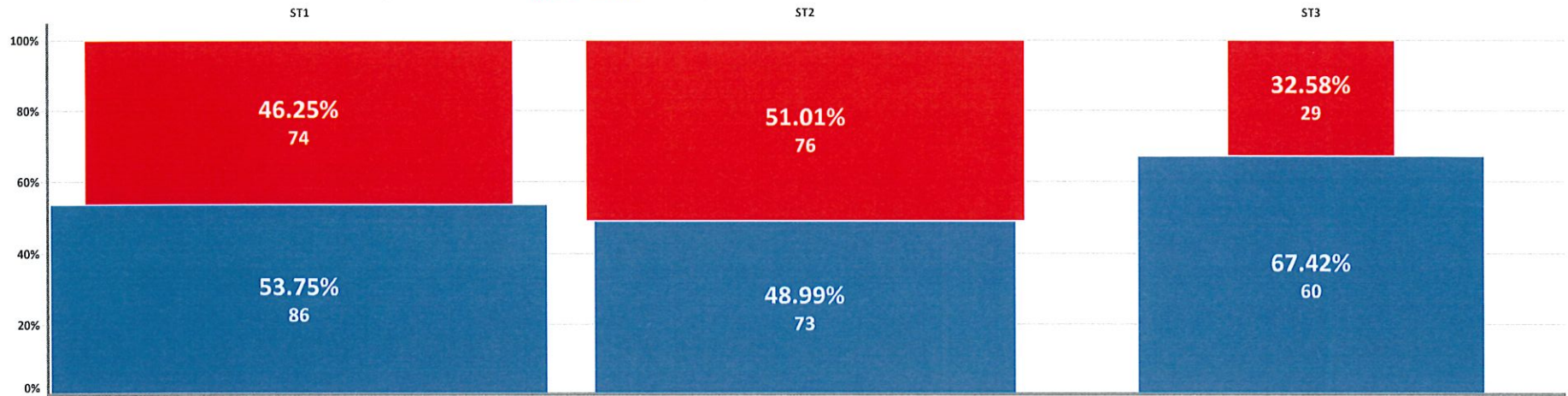
Fire

EMS

Cibolo Fire Department



Fire / EMS Incidents by NFIRS Report Incident Type



Bar WIDTH indicates number of incidents

Station % of Fire / EMS Incident Types per Month

Station	Incident Type	Jul 24
ST1	Fire	46%
	EMS	54%
ST2	Fire	51%
	EMS	49%
ST3	Fire	33%
	EMS	67%

Department Response Time

Incidents with valid Response Times

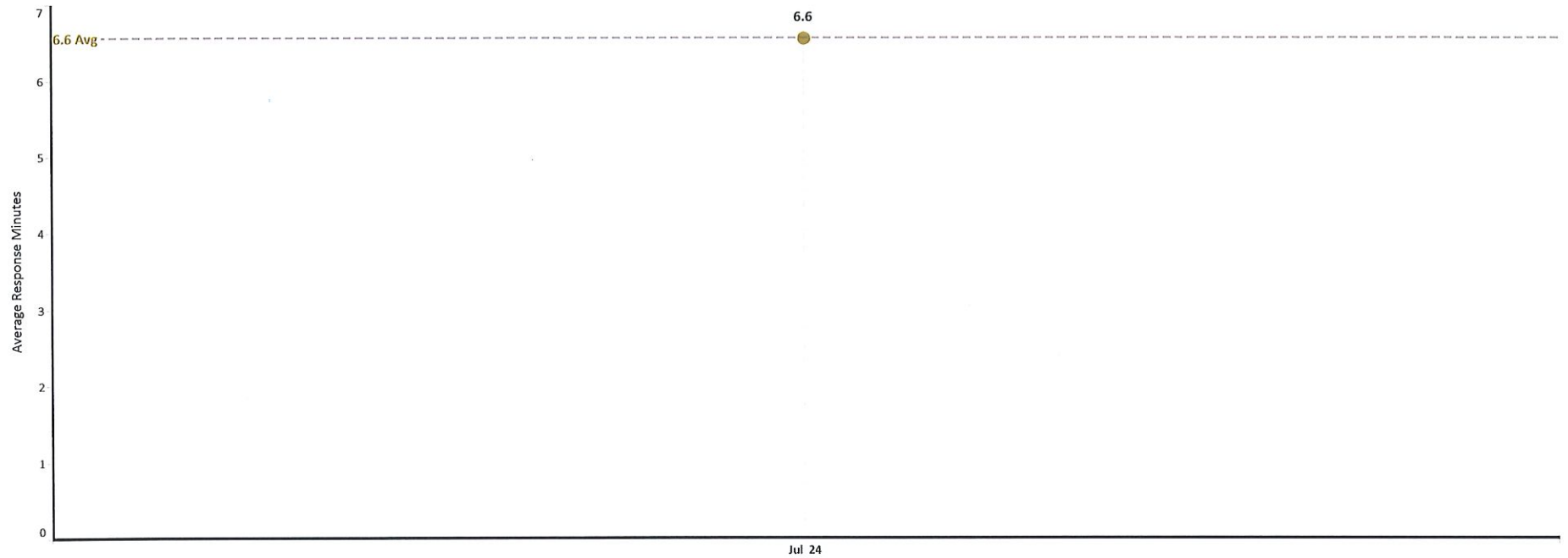
Cibolo Fire Department



Response Time Minutes

347 Incidents	6.6 Average	6.0 Median	10.5 90th Percentile	0.0 Minimum	29.8 Maximum
-------------------------	-----------------------	----------------------	--------------------------------	-----------------------	------------------------

Response Time - Average Minutes per *Month*



Station Response Time Minutes

Click to highlight a Station

Incidents with valid Response Times

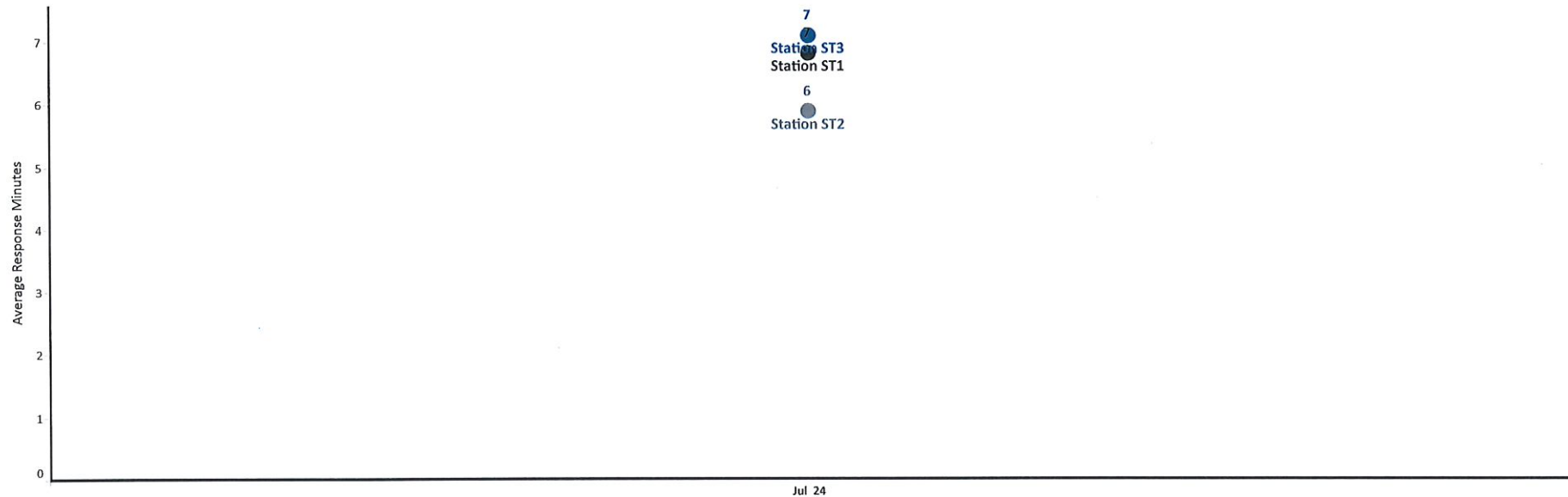
Cibolo Fire Department



ST1
ST2
ST3

Station ..	Average	Median	90th Percentile	Minimum	Maximum	Incidents
ST1	6.8	5.8	11.4	0.2	25.9	148
ST2	5.9	5.9	8.9	0.0	13.5	122
ST3	7.1	6.5	11.3	0.0	29.8	77

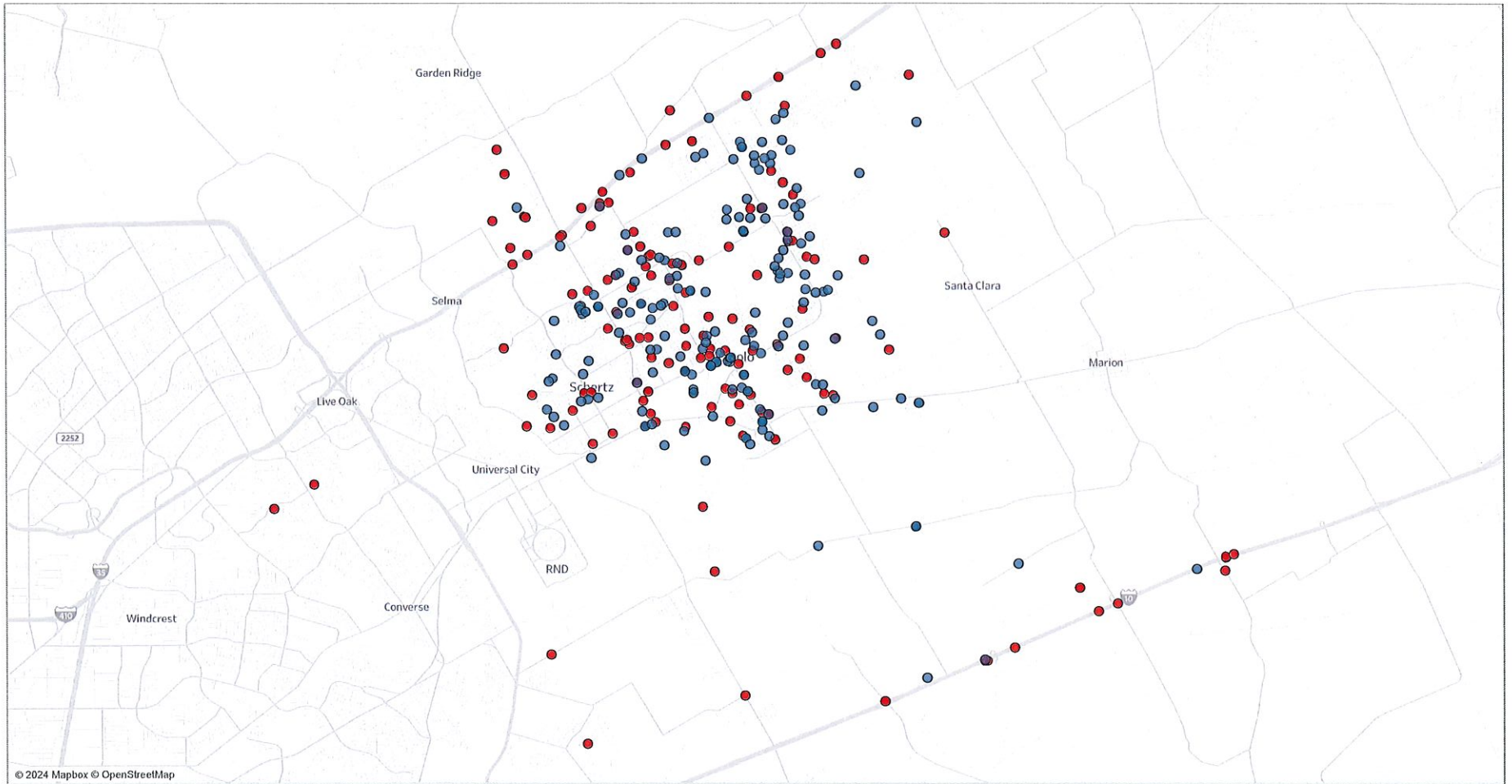
Response Time Station - Average Minutes per *Month*



Incident Locations by Type

Click to highlight Fire or EMS Fire EMS

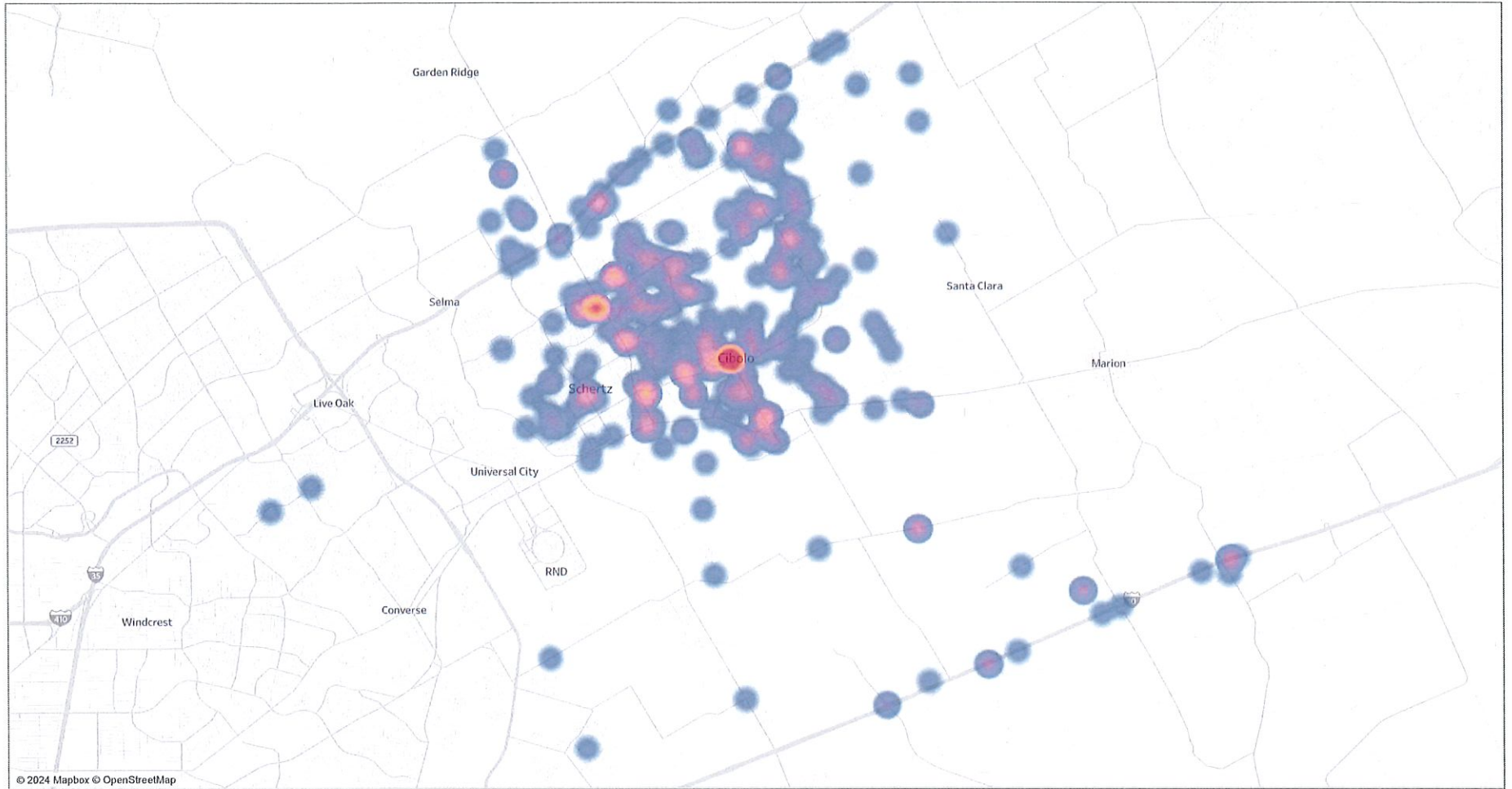
Cibolo Fire Department



Incident Location Heat Map



Cibolo Fire Department





City Council Regular Meeting Staff Report

Approval/Disapproval of an Ordinance providing for the third amendment of the budget for the fiscal year 2023-2024. (Ms. Miranda)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Ordinances Item: 10A
From	
Anna Miranda, Finance Director	

PRIOR CITY COUNCIL ACTION:

The City Council adopted the fiscal year 2024 (FY24) budget by Ordinance 1407 at its September 12, 2023, meeting. The City Council approved the first amendment to the FY24 budget on January 9, 2024. The City Council approved the second amendment to the FY24 budget on July 9, 2024.

BACKGROUND:

Budget amendment 3 for fiscal year 2024 addresses changes in three (3) Special Revenue Funds. Special Revenue Funds are used to account for revenue restricted for a specific purpose. The proposed amendments are to the following funds:

- Special Events Fund - Cibolofest generated more revenue and expense than original budget. This amendment reflects an increase in both revenue and expense to reflect actual results of the event. Downtown Market revenue and expense are also being adjusted to reflect actual results in FY24 with reduced revenues and expenses, shown at a net zero result.
- Child Safety Fund - This amendment reflects a draw-down of \$110,250 from fund balance for a one-time purchase to replace school zone flashers in the City. The procurement of the system was scheduled to be considered by City Council at the August 13th City Council meeting, but was continued to the August 27th meeting due to time.
- PEG Fund - This amendment reflects a draw-down of \$95,500 from fund balance to fund a change order with GVEC on the City fiber project. The change order was scheduled to be considered by City Council at the August 13th City Council meeting, but was continued to the August 27th meeting due to time.

STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance.

FINANCIAL IMPACT:

The Ordinance authorizes increases in overall budgeted expenditures. We do not have a reserve policy for special revenue funds since the purpose of these funds are restricted for specific uses and are generally considered nonrecurring revenue.

MOTION(S):

Suggested Motion (to approve): I move to adopt the Ordinance providing for the third amendment of the budget for fiscal year 2023-2024.

Alternative Motion (to revise): City Council may decide to revise the ordinance and adopt it with one or more of the three changes to the FY24 budget in the same or different amounts.

Alternative Motion (to not approve): I move to not adopt the Ordinance providing for the third amendment of the budget for fiscal year 2023-2024.

Attachments

[20240813 Budget Amendment Ordinance 2024-3.pdf](#)



ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS, PROVIDING FOR THE THIRD AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR 2023-2024, BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; 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 1407 on September 12, 2023, and thereby adopted the Fiscal Year 2023-2024 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 third amendment to the Fiscal Year 2023-2024 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 2023-2024, 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 2023-2024, 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 August, 2024.

APPROVED:

Mark Allen, Mayor

ATTEST:

Peggy Cimics, City Secretary

EXHIBIT A

	FY 24 CURRENT BUDGET	BUDGET AMENDMENT #3		FY 24 BUDGET AFTER AMENDMENT
<u>SPECIAL EVENTS FUND</u>				
ESTIMATED BEGINNING FUND BALANCE	(9,816)			(9,816)
REVENUES:				
CIBOLOFEST	85,000	12,006	A	97,006
DOWNTOWN MARKET	12,500	(6,500)	B	6,000
SUBTOTAL REVENUES	97,500	5,506		103,006
EXPENDITURES:				
CIBOLOFEST	86,600	9,854	A	96,454
DOWNTOWN MARKET	10,000	(4,000)	B	6,000
CIBOLO SUMMER NIGHTS	-			-
PARK EVENTS	-			-
SUBTOTAL EXPENDITURES	96,600	5,854		102,454
ESTIMATED ENDING FUND BALANCE	(8,916)	(348)		(9,264)

A Amend Cibolofest to reflect actual revenue and expense

B Amend budget in Downtown Market to reflect actual revenue and expense

EXHIBIT A

	FY 24 CURRENT BUDGET	BUDGET AMENDMENT #3	FY 24 BUDGET AFTER AMENDMENT
<u>CHILD SAFETY FEES FUND</u>			
ESTIMATED BEGINNING FUND BALANCE	100,431		100,431
REVENUES:			
COURT FEES	42,000		42,000
INTEREST	5,000		5,000
SUBTOTAL REVENUES	47,000	-	47,000
EXPENDITURES:			
CAPITAL OUTLAY	-	110,250	110,250
TRANSFER TO GENERAL FUND	25,000		25,000
SUBTOTAL EXPENDITURES	25,000	110,250	135,250
ESTIMATED ENDING FUND BALANCE	122,431	(110,250)	12,181

C to fund replacement of school zone flasher systems for student/pedestrian safety

EXHIBIT A

	FY 24 CURRENT BUDGET	BUDGET AMENDMENT #3	FY 24 BUDGET AFTER AMENDMENT
<u>PEG FUND</u>			
ESTIMATED BEGINNING FUND BALANCE	420,558		420,558
REVENUES:			
FRANCHISE FEE REVENUE	30,000	-	30,000
INTEREST	-	-	-
SUBTOTAL REVENUES	30,000	-	30,000
EXPENDITURES:			
SALARIES AND BENEFITS	-		-
SERVICES, UTILITIES AND TRAINING	-		-
CAPITAL OUTLAY	351,114	95,500	446,614
CONSTRUCTION	-		-
SUBTOTAL EXPENDITURES	351,114	95,500	446,614
ESTIMATED ENDING FUND BALANCE	99,444	(95,500)	3,944

D City fiber project - change order with GVEC



City Council Regular Meeting Staff Report

Approval/Disapproval of an ordinance for a Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3 LOT 2 1.059 AC. (Ms. Huerta)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Ordinances Item: 10B
From	
Lindsey Walker, Planner I	
Staff Contact(s)	
Susana Huerta,	

CITY COUNCIL ACTION: 1. Conduct 2nd Public Hearing
2. Discussion/Action regarding the above referenced petition

PLANNING & ZONING COMMISSION ACTION: Approval by 7-0 vote

PROPERTY INFORMATION:

Project Name: SGP-24-01
Owners: Monty Montgomery, P. Terry's
Representative: Nikki Valencia, Comet Signs
Location/Area: 961 Cibolo Valley Drive, 1.059 acres
Location: Intersection of Borgfeld Road and Cibolo Valley Drive
Council District: 2
Zoning: Retail/Office (C-3) and General Commercial (C-4)

FINDINGS:

The applicant property is located within the Buffalo Heights Commercial Subdivision at the intersection of Borgfeld Road and Cibolo Valley Drive. A Comprehensive Sign Program for the multi-tenant signs within the subdivision was approved in May 2022 by City Council. Across Borgfeld Road to the west of the subject property is the Falcon Ridge residential subdivision, which is zoned High Density Single-Family Residential (SF-6). Directly north of the subject property is Wiederstein Elementary School. The remaining surrounding properties are predominantly commercially zoned. The applicant requested a Comprehensive Sign Program in June 2024 to allow additional wall signs, for which the combined total square footage would exceed the maximum allowable square footage for a single commercial building fronting an "other" street type.

PREVIOUS ACTION:

An application for a Comprehensive Sign Program for the 180 Borgfeld Road address was considered on June 12, 2024. Due to the application being processed under the incorrect address, the public hearing process had to start over. At that time, the applicant was provided the option to restart the same application or proceed with a sign variance to City Council; City staff suggested the applicant apply for a sign variance to increase the total allowable square footage to 160 square feet. A sign variance application was considered for the corrected address on July 23, 2024, and denied.

Code of Ordinances Chapter 58 Signs, Section 58-14 allows for "Comprehensive Sign Program"

The use of comprehensive sign program is designed for integrated commercial and industrial developments that generally have multiple uses, multiple shared points of access, or that may be a part of a large scale development, such as a shopping mall or industrial park that is identifiable by a single development name, or by a school or hospital that may have multiple buildings and/or special signage needs; to allow site or development project signage that is appropriate to the character of the development in order to adequately identify the development in a form so as to provide a good visual environment, promote traffic safety, and minimize sign clutter in a form that is appropriate to the development and consistent with the purpose and intent of these sign requirements.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on July 28, 2024, and the [City Website](#). Individual letters were sent by mail to 8 property owners within 200' of the site. To date, Staff has received zero (0) in favor of and one (1) in opposition. Public Hearings were scheduled for August 14, 2024, (Planning and Zoning Commission) and on August 27, 2024, (City Council). Approval/Disapproval of the Comprehensive Sign Program is tentatively scheduled for the September 10, 2024, City Council meeting.

CITY COUNCIL ACTION:

1. **Approve** the requested Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3 LOT 2 1.059 AC.
2. **Approve** the requested Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as BUFFALO HEIGHTS BLOCK 3 LOT 2 1.059 AC, **with conditions**.
 1. Staff recommend that a condition be added that approval is subject to all fees related to the review and processing of the application be paid in full.
3. **Deny** of the Comprehensive Sign Program application **with findings**.

STAFF ANALYSIS:

Comprehensive sign programs shall be subject to review by the Planning and Zoning Commission and approval by the City Council. The Planning and Zoning Commission shall recommend that City Council approve, deny, or approve with conditions any sign program application if it finds by a preponderance of the presented evidence that approval or denial conforms to criteria listed section 58-14, items 3-7.

3. *Compatibility required.* The comprehensive sign program shall promote compatibility for all signs within the specific development. Architectural theme, materials, and color should be consistent with or complement the overall character of the development in which the signs are proposed to be located and the area surrounding the development in which the signs would be located.

STAFF FINDINGS: The proposed signs match the vintage aesthetic established in the approved Buffalo Heights sign program and overall development.

4. *Size and height.* Signs proposed under the comprehensive sign program shall be no larger than a maximum of 50 percent of the standards of the sign regulations unless the applicant can demonstrate a site specific consideration, or considerations, why a deviation in excess of the 50 percent standard is justified.

Per Code of Ordinances Sec. 58-12 – *On-premises Signs*:

Sign Type	Max Sign Face Area (in sq. ft.)	Number of Signs
Wall Sign (All Other Streets)	60*	Per allowable sq. ft.
* May include additional square footage to signage of .005 times 1st floor square footage (excluding stairwells, bathrooms and food prep areas).		

STAFF FINDINGS: The highly restrictive ordinance creates unnecessary hardship for the applicant. The applicant is limited to a rough total of 88 (60 + 0.005% of the building square footage) square feet for all wall signs. Under the ordinance, the applicant would be allowed one additional sign on the façade placing Borgfeld that is no larger than 38 square feet in addition to the previously permitted 50 square foot sign on the façade facing Cibolo Valley Drive.

5. *Off-site signs.*

STAFF FINDINGS: This item is not applicable.

6. *Placement.* Signs proposed under the comprehensive sign program shall be placed appropriately in areas visible and readable. Review of location is considered by traffic movement of surrounding streets, traffic volumes and access points, MSHTO and engineering standards, visibility triangles, sign orientation and topographic features.

Code of Ordinances Sec. 58-5 states that wall signs must face a right-of-way (ROW), be it public or private.

STAFF FINDINGS: The proposed signs are all visible either from Borgfeld Road or Cibolo Valley Drive and, therefore, they comply with this section of the code.

7. *Integration.* All signs must be integrated with the design of the building and the site development, reflecting the architecture, building materials, and landscape elements of the project. The means of integrating freestanding signs with the architecture of the building may be achieved through replication of architectural embellishments, colors, building materials, texture, and other elements found in the building design. Integration shall also include the use of sign graphics that are consistent in terms of lettering style, colors, and method of attachment as used for wall-mounted signing found on the building.

STAFF FINDINGS: The proposed signs integrate well with the design and architecture of the building. Staff finds no issue with the design and method of mounting.

Attachments

[Sign Package](#)

[Property Map](#)

[Applicant Presentation](#)

[Response O.1](#)

[2024.08.16 SGP-24-01 P. Terry Sign Ordinance](#)



Sign Package

180 W Borgfeld Rd Cibolo, TX 78108



A  Cimet SIGNS COMPANY



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
Designer: Chris Brazell
File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base

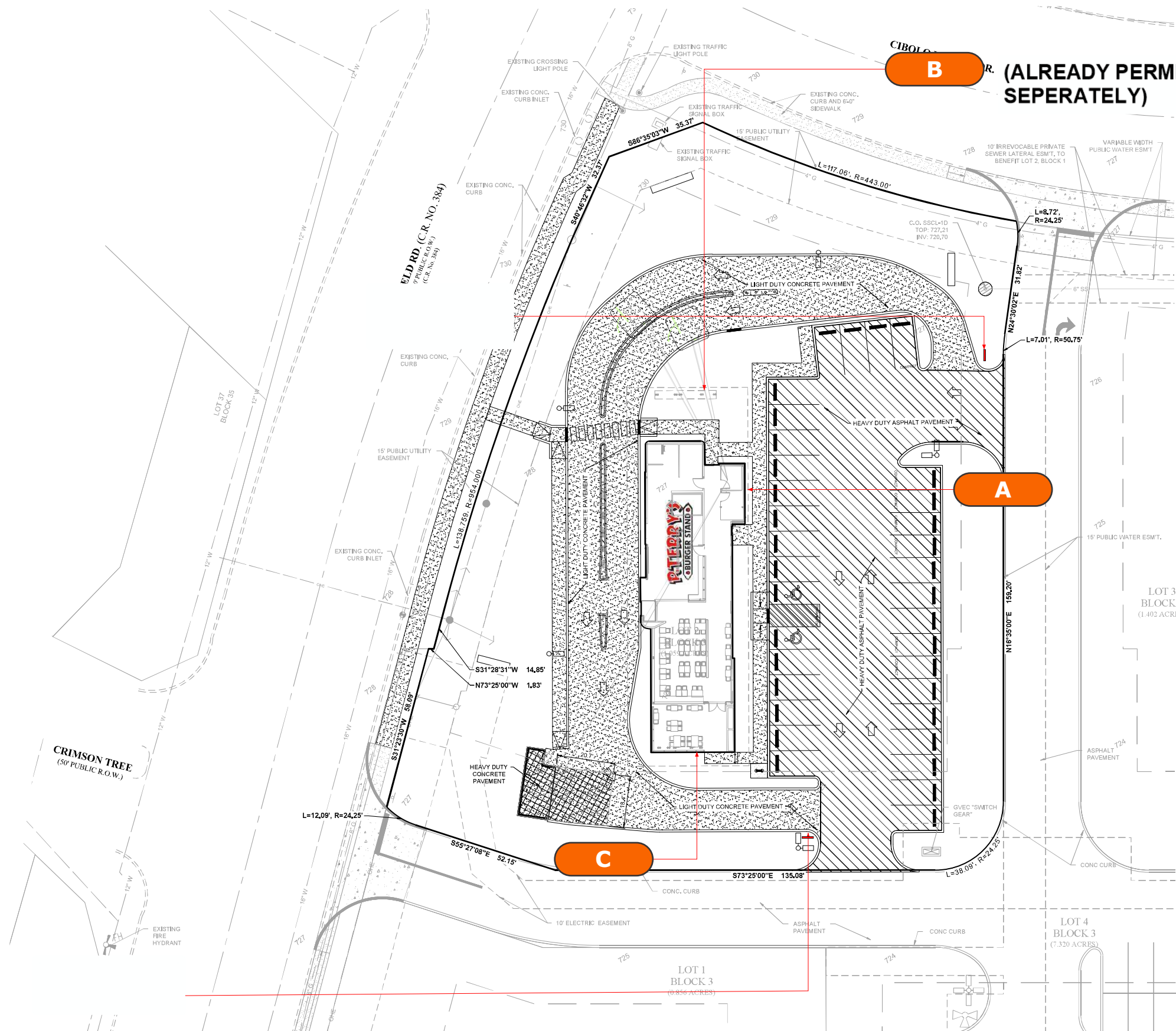


A Comet SIGNS COMPANY

TDLR #: 18010
MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



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B (ALREADY PERMITTED SEPERATELY)

A

C

SITE MAP

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Scale: 1" = 40'-0"

Job Name:

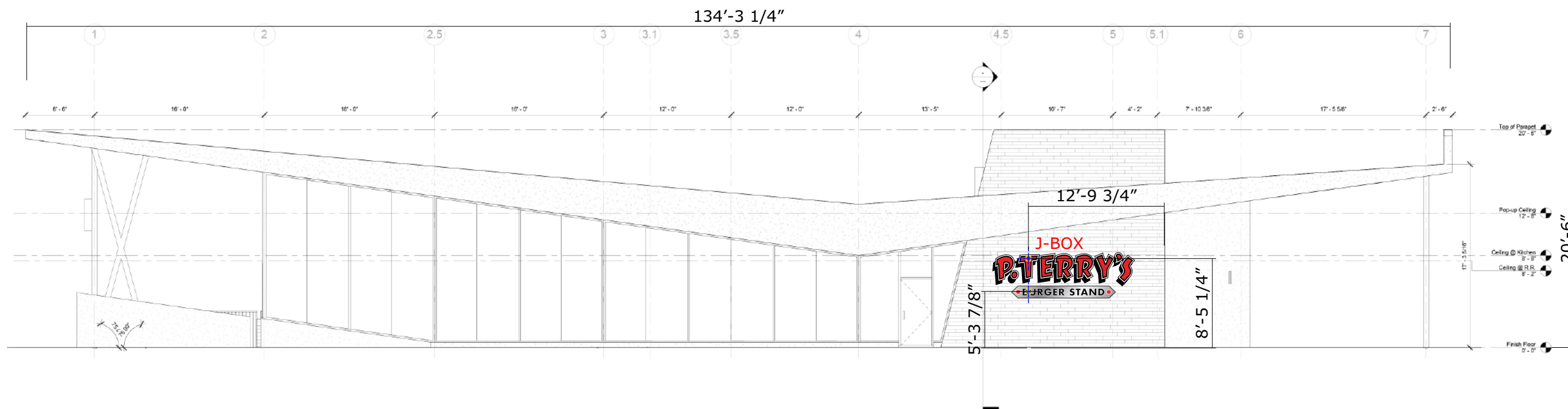


CIBOLO, TX

Proposal Drawing
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Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
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File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr
Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base



A EAST ELEVATION

Scale: 3/32" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



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CIBOLO, TX

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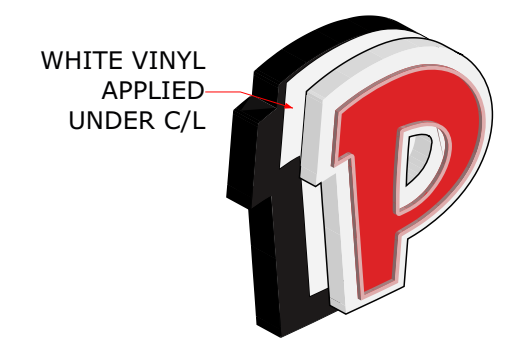
SCOPE OF WORK:

1: 5" DEEP REVERSE-LIT/ EXPOSED AURORA FLEX RED LED ON FACE OF CHANNEL LETTERS PAINTED (P4) W/ 1ST SURFACE VINYL TO MATCH (V2) AND REVERSE-LIT WHITE P-LEDS. LEXAN BACKS TO HAVE 2ND SURFACE (V5) VINYL

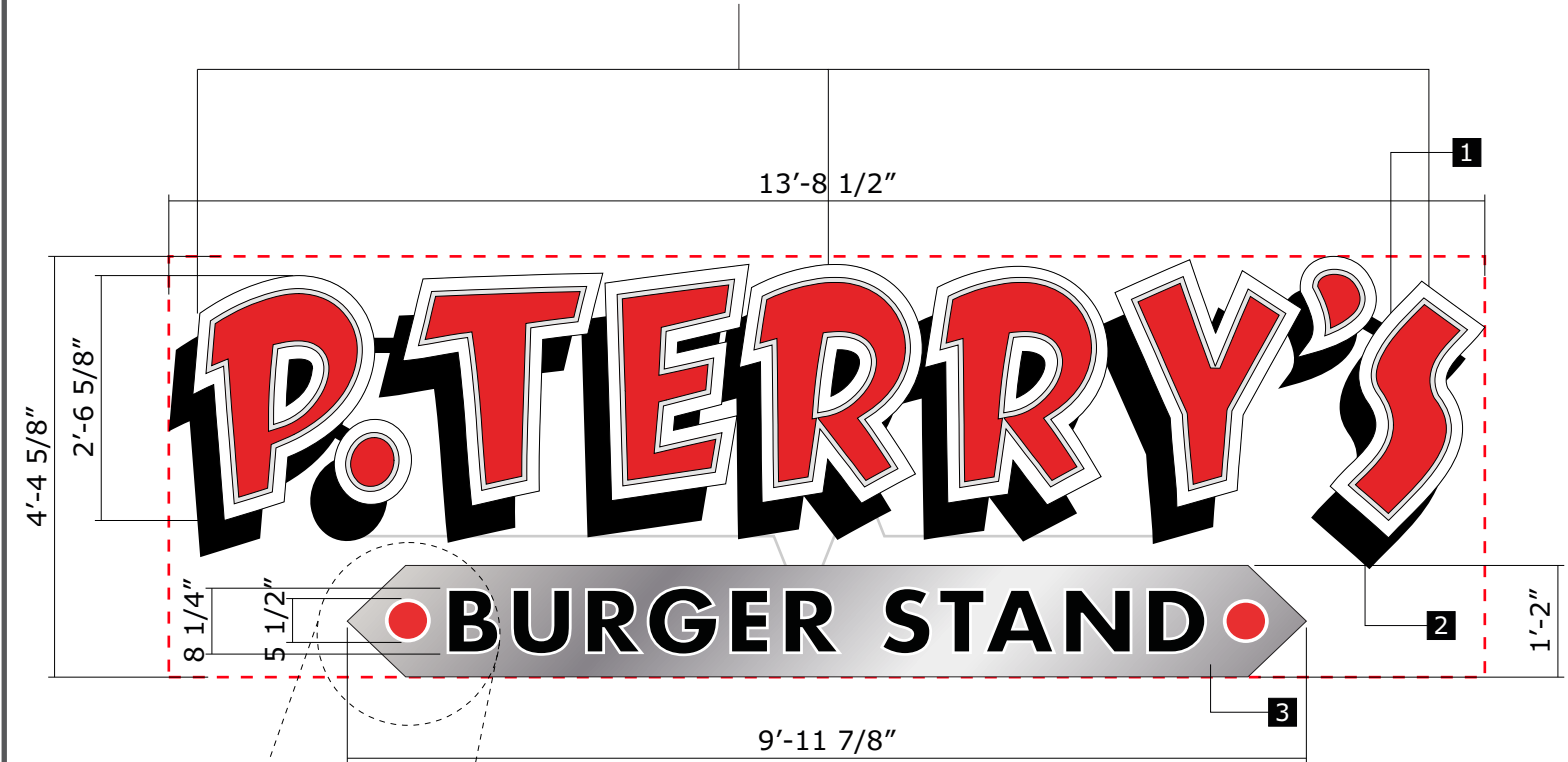
2: 5" DEEP ALUM. WIREWAY DROP SHADOW TO BE PAINTED (P3) WITH OPAQUE (V1) VINYL ON THE FACE OF THE DROP SHADOW APPLIED UNDER C/L.

3: 5" DEEP BURGER STAND CABINET TO BE PAINTED (P5). CABINET TO BE INTERNALLY ILLUMINATED WITH P-QWIK MOD 3 TRU-WHITE 7100K LEDS. FACE TO BE ROUTED OUT .125" THK. ALUM. AND BACKED WITH 3/4" CLEAR PUSH THRU ACRYLIC WITH 1ST SURFACE (V2) AND (V3) VINYL. 2ND SURFACE OF PUSH THRU TO HAVE (V4) DIFFUSER VINYL. ALUM. PAN BACK TO BE NESTED and BRACED.

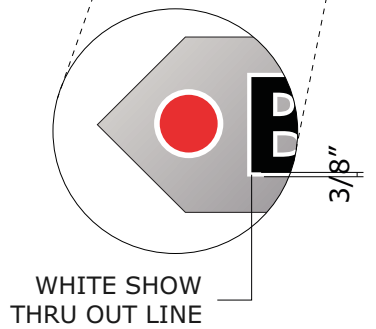
P3	P4	P5	V1	V2	V3	V4	V5
MP Black N923 SP	MP White 202	MP 41342SP Brushed Aluminum	ORACAL 951 010 WHITE (OPAQUE)	ORACAL 8800 031 RED (TRANS)	ORACAL 951 070 BLACK (OPAQUE)	ORACAL 60% DIFFUSER 8860-010 (TRANS)	ORACAL 8800 682 OCEAN GREEN (SEAFOAM) (TRANS)



6"X14" ACCESS DOORS W/ COVER ON FACE OF DROP SHADOW WIREWAY



(1) 120v., 20A CIR. REQUIRED



WHITE SHOW THRU OUT LINE

A AURORA FLEX LED C/L ON A WIREWAY 60 SQFT
 QTY: ONE(1) Scale: 1/2" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



ILLUMINATED VIEW



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 1130 Rutherford, Suite 180
 Austin, TX 78753
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Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
 Location: 180 W Borgfeld Rd
 Cibolo, TX 78108

Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler
 Date: 9/8/2021
 Designer: Chris Brazell
 File Name: 24-1182 Terrys,
 Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
 Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
 R3:11/12/21:EM: brick base



CUSTOM SIGN CREATIONS

A Comet SIGNS COMPANY

TDLR #: 18010
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 1130 Rutherford, Suite 180
 Austin, TX 78753
 (512) 374-9300

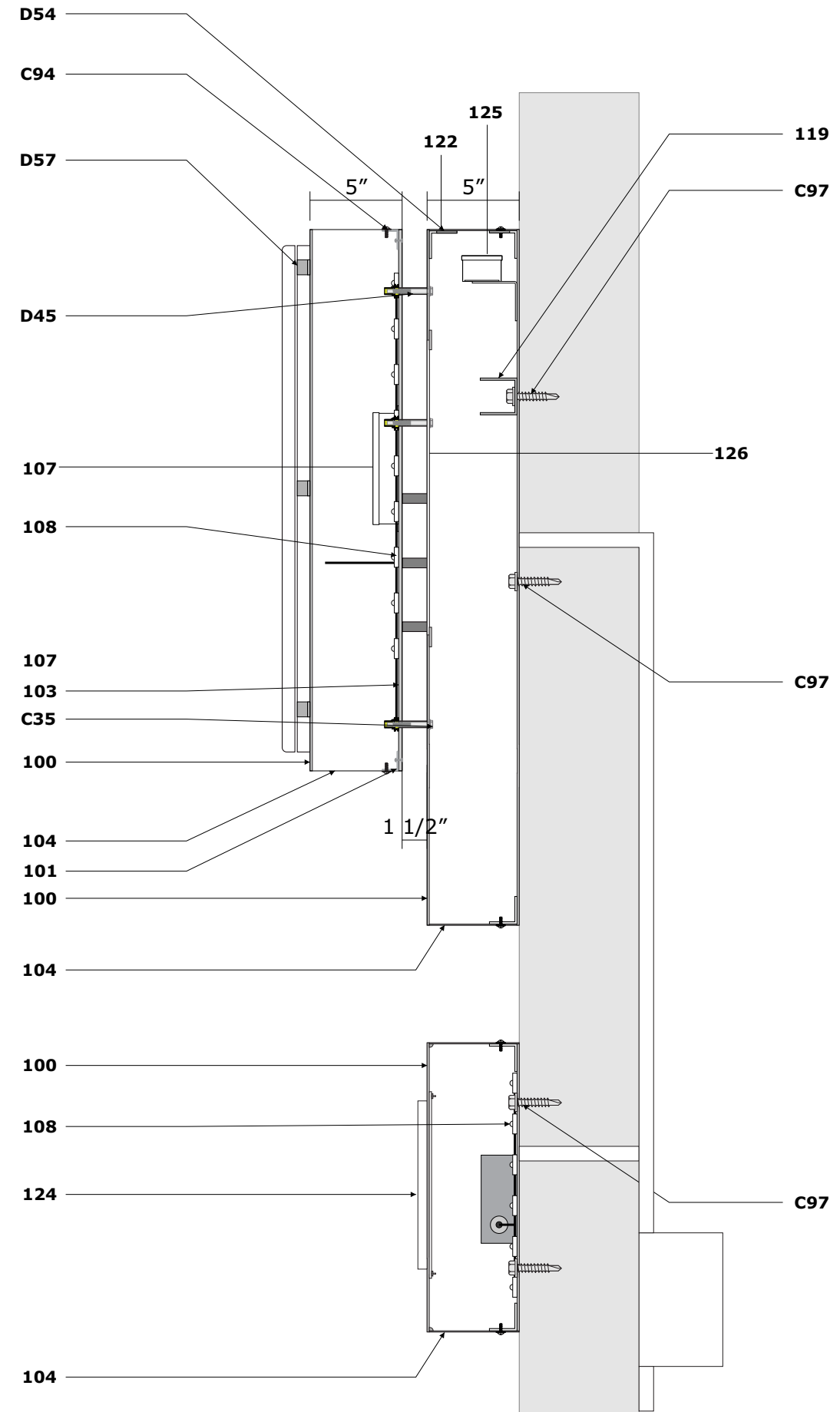


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INDEX:

- (C35) 1/4"-20 X2.5" HEX BOLT
- (C67) 1/4"-20 NUTSERT
- (C77) 1/8" STEEL RIVET 0.313-0.375
- (C94) #10-24 X 0.5" PAN HEAD MACH SCREW
- (C97) #12-24 X 1.5" HEX HEAD SELF DRILLING SCREW
- (D45) 1.5" X 0.38" OD X 0.26" ID ALUM. SPACER

- (D54) 1.5" X 1.5" X 0.125" STEEL ANGLE. NOTCH AT POWER SUPPLY FOR LED.
- (D57) AURORA FLEX RED LED
- (100) 0.125" ALUM. FACE
- (101) "L"-BRACKET
- (103) 3/16" POLY. CARB. BACK
- (104) 0.063"SIDEWALL
- (107) LED POWER SUPPLY FOR LETTERS IN "E" & "R".
- (108) WHITE P-LEDS
- (119) 2" X 2" X 0.125" ALUM. CHANNEL
- (122) 9" SERVICE DOOR ON TOP OF 'E' DROP SHADOW FOR BORDER LED POWER SUPPLY
- (123) .125 ALUM. BACKS
- (124) 1/2" THK. CLEAR PUSH THRU ACRYLIC
- (125) POWER SUPPLY FOR BORDER LED .063" THK. ALUM. BRACKET WELDED TO BACK.
- (126) ACCESS DOOR FOR ACCESSING MOUNTING




A

AURORA FLEX LED C/L ON A WIREWAY SECTION VIEW

Scale: 1 1/2" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

MAX MODS PER SERIES	MAX MODS PER POWER SUPPLY	 <p>PRINCIPAL SLOAN We Speak Sign Language</p> <p>3490 Venture Dr. San Angelo, TX 76905 1-325-227-4577 www.principalsloan.com layouts@pindustries.com</p>	THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL PROPERTY OF PRINCIPAL INDUSTRIES. ANY REPRODUCTION OR USE WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.	
Qwik Mod 3 25	Qwik Mod 3 50 MODS PER 60W PS		P.Terry's Burger Stand - 205657	
				REV. 1
		DATE: 03 May 2024	DRAWN BY : Shanae Capetillo	AMP DRAW: 3.30 A
		SIGN HEIGHT: 52.625in OA	SIGN DEPTH: 5 in	FACE MATERIAL: Vinyl
				MODULES PER FOOT: 2.05
				LIGHTING: Halo / Face Lit / Push Through

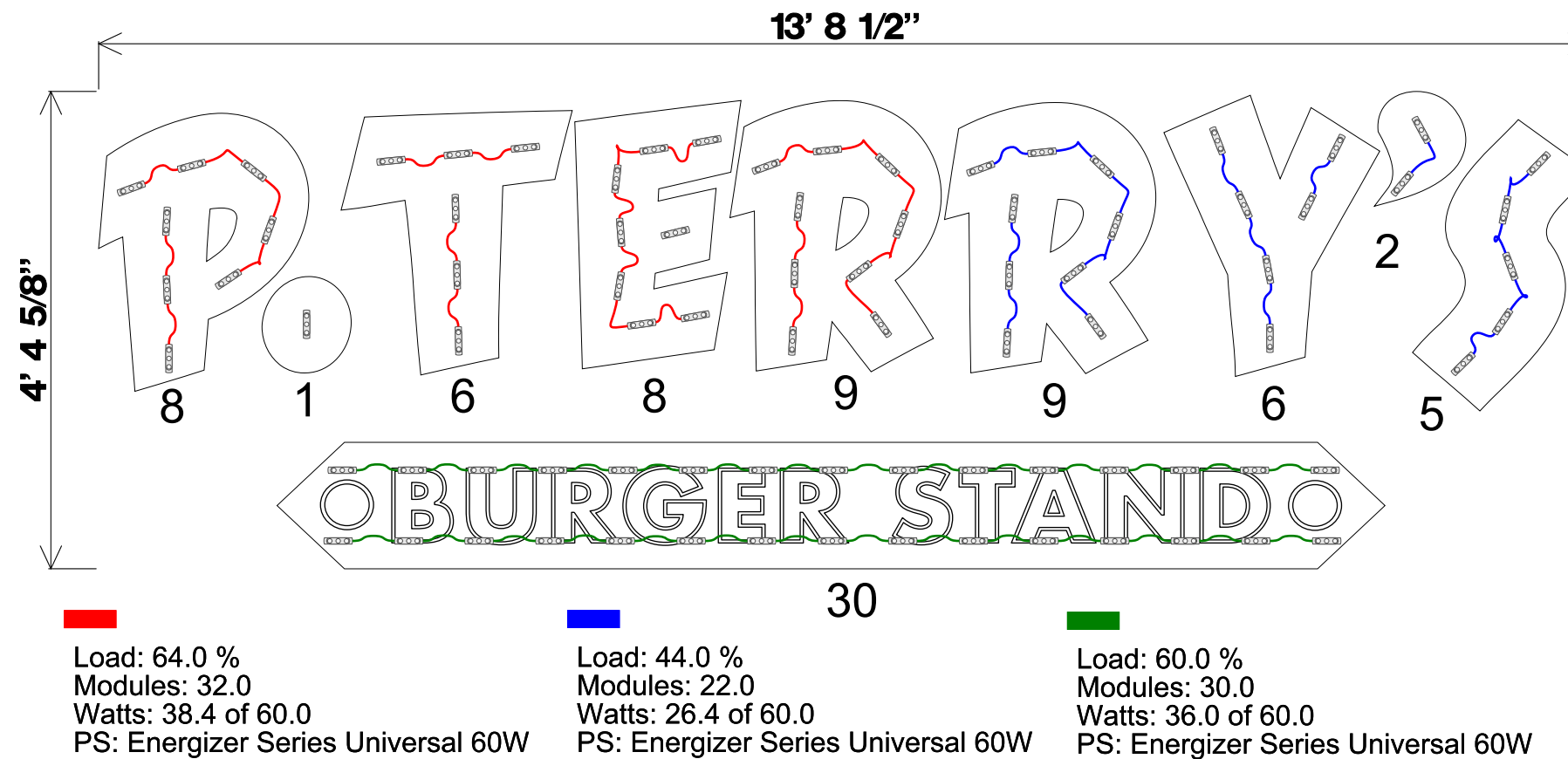
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CIBOLO, TX

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Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base

ESTIMATED PRODUCT PER SIGN

(84) Qwik Mod 3 Modules:
(UL#: PL-QM3-TW200-P, SKU#: M-QMTX0-71)

(3) Energizer Series Universal 60W Driver(s):
(UL#: P-OH060-12-EC, SKU#: P-OH060-12-EC)

CAUTION: THIS LAYOUT IS ONLY AN ESTIMATE.
Channel letter depth, face color, material, and thickness can vary which may effect the number of modules required. To ensure accuracy, it is recommended that you test light in a darkened environment prior to installing or shipping to the site to ensure the light output is commercially acceptable. Final material estimates are the responsibility of the sign manufacturer. Unless noted in header, Layout is based on the use of acrylic face material.

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



A Comet Signs Company

TDLR #: 18010
MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



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Job Name:



CIBOLO, TX

- Proposal Drawing
 Final Drawing

Client: Client Name

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 Cibolo, TX 78108

Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler

Date: 9/8/2021

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 Cibolo, TX FINAL.cdr

Proposal #: 62919 R21

Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.

R3:11/12/21:EM: brick base

The layout is created for the purpose of determining product quantities and assist you in visualizing our proposal. Small adjustments may need to be made due to the cut cremenets of the product.

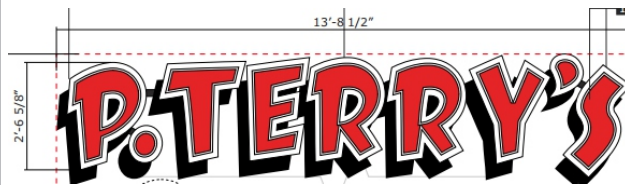
QTYS SHOWN IN LAYOUT ARE QTYS NEEDED FOR THE JOB. THIS MUMBER MAY NOT REFLECT QTYS SOLD PER PACKAGE.

ALL PRODUCTS MUST BE SOLD BY PER PACKAGE. (Exception: If job is being cut and sealed by G2G the quote will reflect quantities being used)

PROVIDED DRAWING BY CLIENTS:

G2G's layout is created based on below drawing, please carefully review all drawings and material specifications.

All layouts are approximate representations.



REVISIONS

Rev.	Date/Description	By

Orig. Date: 04/30/2024

PROJECT:
 APPROVED BY:



30.625"

TOTAL (INCH): 714.00 WATTS: 166.60 POWER SUPPLY (PCS): 3 <input checked="" type="checkbox"/> 60W 12VDC <input type="checkbox"/> 120W 12VDC <input type="checkbox"/> 100W 24VDC	FLEX OPTIONS <input type="checkbox"/> Aurora Flex <input checked="" type="checkbox"/> Aurora Flex MINI <input type="checkbox"/> Aurora Flex Curve <input type="checkbox"/> Aurora Flex Micro <input type="checkbox"/> Aurora Flex 360 <input type="checkbox"/> Aurora Flex 360 MINI	COLOR OPTIONS Tube Color <input type="checkbox"/> White Shell <input checked="" type="checkbox"/> Colored Shell LED Color <input type="checkbox"/> White 7500K <input type="checkbox"/> Lemon Yellow <input type="checkbox"/> White 3500K <input type="checkbox"/> Yellow <input type="checkbox"/> White 4200K <input type="checkbox"/> Blue <input type="checkbox"/> White 6200K <input type="checkbox"/> Green <input checked="" type="checkbox"/> Red <input type="checkbox"/> Pinkish Purple <input type="checkbox"/> Pink <input type="checkbox"/> Ice Blue <input type="checkbox"/> Orange <input type="checkbox"/> RGB PLEASE NOTE: Some colors are not available for certain Flex Series. Please confirm when sending requests.	MATERIALS REQUIRED <table border="1"> <thead> <tr> <th>Part#</th> <th>Item</th> <th>QTY</th> <th>POWER</th> </tr> </thead> <tbody> <tr> <td>AF2010</td> <td>Aurora Flex Mini Red (Ruby shell)</td> <td>714.00 in</td> <td>166.60 W</td> </tr> <tr> <td>AFA2001</td> <td>Aurora Flex MINI End Cap</td> <td>12 pcs</td> <td></td> </tr> <tr> <td>AFA200301</td> <td>Aurora Flex MINI End Cap with Wires(New)</td> <td>12 pcs</td> <td></td> </tr> <tr> <td>AFA2009</td> <td>Aurora Flex Mini Seal Cap Suit</td> <td>2 bags</td> <td></td> </tr> <tr> <td>AFA2005N</td> <td>Aurora Flex MINI Mounting accessorie (V2)</td> <td>227 pcs</td> <td></td> </tr> <tr> <td>AFA2004</td> <td>Aurora Flex Mini Crystal Mounting Clips</td> <td>227 pcs</td> <td></td> </tr> <tr> <td>AFA2002</td> <td>Aurora Flex MINI Fast Dry Glue</td> <td>1 pcs</td> <td></td> </tr> <tr> <td>AS1001</td> <td>G-Silicone (used for seal cap suits)</td> <td>2 pcs</td> <td></td> </tr> <tr> <td>PS1001#E</td> <td>G2G-QIS-60-12VDC (V3)</td> <td>3 pcs</td> <td></td> </tr> </tbody> </table>	Part#	Item	QTY	POWER	AF2010	Aurora Flex Mini Red (Ruby shell)	714.00 in	166.60 W	AFA2001	Aurora Flex MINI End Cap	12 pcs		AFA200301	Aurora Flex MINI End Cap with Wires(New)	12 pcs		AFA2009	Aurora Flex Mini Seal Cap Suit	2 bags		AFA2005N	Aurora Flex MINI Mounting accessorie (V2)	227 pcs		AFA2004	Aurora Flex Mini Crystal Mounting Clips	227 pcs		AFA2002	Aurora Flex MINI Fast Dry Glue	1 pcs		AS1001	G-Silicone (used for seal cap suits)	2 pcs		PS1001#E	G2G-QIS-60-12VDC (V3)	3 pcs	
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AFA2002	Aurora Flex MINI Fast Dry Glue	1 pcs																																									
AS1001	G-Silicone (used for seal cap suits)	2 pcs																																									
PS1001#E	G2G-QIS-60-12VDC (V3)	3 pcs																																									

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



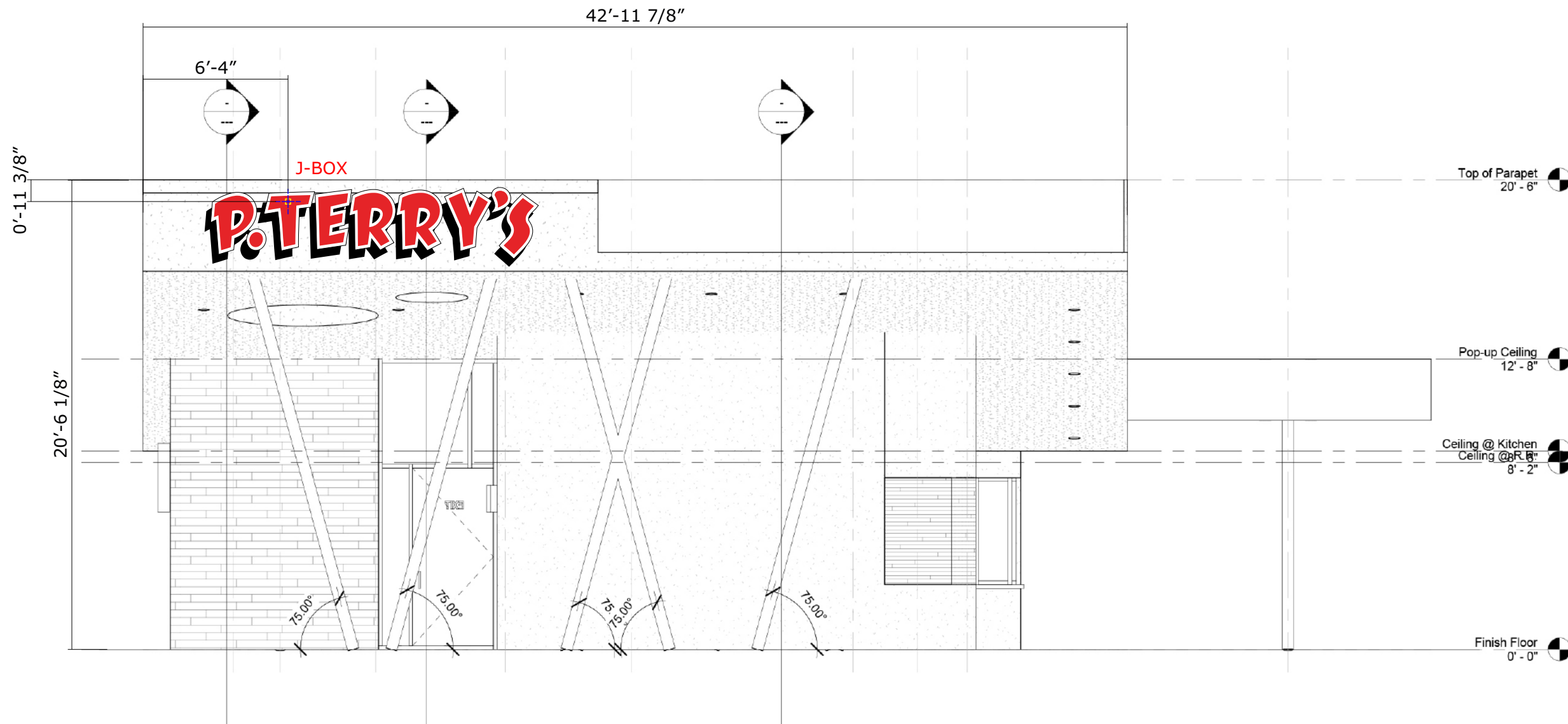
A Comet SIGNS COMPANY

TDLR #: 18010
 MET #: E113766
 1130 Rutherford, Suite 180
 Austin, TX 78753
 (512) 374-9300



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****ALREADY SUBMITTED FOR PERMIT SEPERATELY****



B NORTH ELEVATION

Scale: 3/16" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
 Location: 180 W Borgfeld Rd
 Cibolo, TX 78108

Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler
 Date: 9/8/2021
 Designer: Chris Brazell
 File Name: 24-1182 Terrys,
 Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
 Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
 R3:11/12/21:EM: brick base



CUSTOM SIGN CREATIONS

A Comet SIGNS COMPANY

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****ALREADY SUBMITTED FOR PERMIT SEPERATELY****



SCOPE OF WORK:

1: 5" DEEP REVERSE-LIT/ EXPOSED AURORA FLEX RED LED ON FACE OF CHANNEL LETTERS PAINTED (P4) W/ 1ST SURFACE VINYL TO MATCH (V2) AND REVERSE-LIT WHITE P-LEDS. LEXAN BACKS TO HAVE 2ND SURFACE (V5) VINYL

2: 5" DEEP ALUM. WIREWAY DROP SHADOW TO BE PAINTED (P3) WITH OPAQUE (V1) VINYL ON THE FACE OF THE DROP SHADOW APPLIED UNDER C/L.

(1) 120v., 20A CIR. REQUIRED

50 SQFT

Scale: 1/2" = 1'0"

P3	P4	V1	V2	V5
MP Black N923 SP	MP White 202	ORACAL 951 010 WHITE (OPAQUE)	ORACAL 8800 031 RED (TRANS)	ORACAL 8800 682 OCEAN GREEN (SEAFOAM) (TRANS)

B AURORA FLEX LED C/L ON A WIREWAY
QTY: ONE(1)



ILLUMINATED VIEW

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
Designer: Chris Brazell
File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr
Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base



A Comet SIGNS COMPANY

TDLR #: 18010
MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



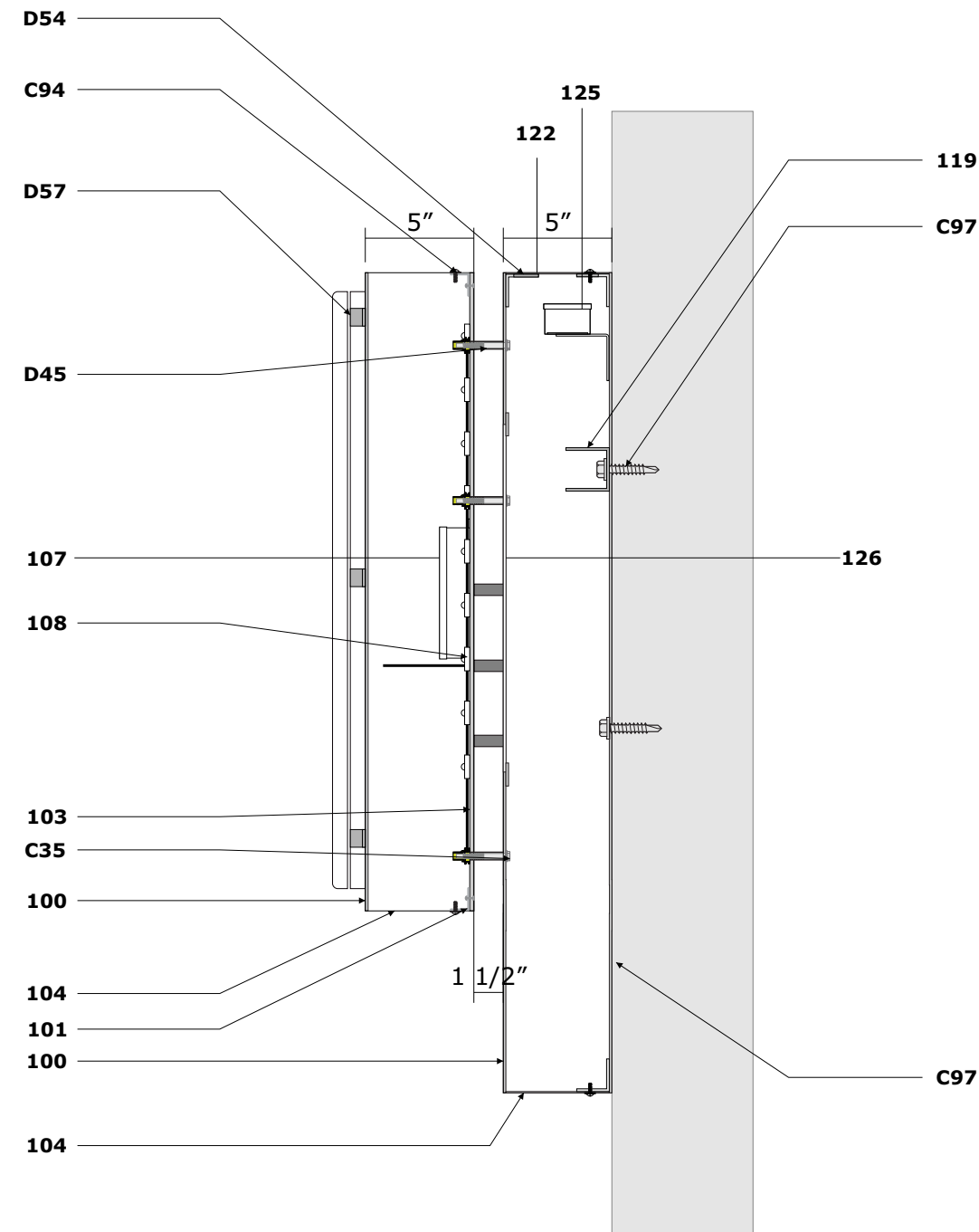
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****ALREADY SUBMITTED FOR PERMIT SEPERATELY****

INDEX:

- (C35)** 1/4"-20 X2.5" HEX BOLT
- (C67)** 1/4"-20 NUTSERT
- (C77)** 1/8" STEEL RIVET 0.313-0.375
- (C94)** #10-24 X 0.5" PAN HEAD MACH SCREW
- (C97)** #12-24 X 1.5" HEX HEAD SELF DRILLING SCREW
- (D45)** 1.5" X 0.38" OD X 0.26" ID ALUM. SPACER

- (D54)** 1.5" X 1.5" X0.125" STEEL ANGLE. NOTCH AT POWER SUPPLY FOR LED.
- (D57)** AURORA FLEX RED LED
- (100)** 0.125" ALUM. FACE
- (101)** "L"-BRACKET
- (103)** 3/16" POLY. CARB. BACK
- (104)** 0.063"SIDEWALL. REMOVABLE.
- (107)** LED POWER SUPPLY FOR LETTERS IN "E" & "R".
- (108)** WHITE P-LEDS
- (119)** 2" X 2" X0.125" ALUM. CHANNEL
- (122)** 9" SERVICE DOOR ON TOP OF 'E' DROP SHADOW FOR BORDER LED POWER SUPPLY
- (123)** .125 ALUM. BACKS
- (125)** POWER SUPPLY FOR BORDER LED .063" THK. ALUM. BRACKET WELDED TO BACK.
- (126)** ACCESS DOOR FOR ACCESSING MOUNTING



Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
 Location: 180 W Borgfeld Rd
 Cibolo, TX 78108
 Salesperson: Maggie Star
 Prj. Mngr.: Andy Leffler
 Date: 9/8/2021
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 File Name: 24-1182 Terrys,
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 Proposal #: 62919 R21
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Revisions (M/D/Y)-(initials): desc.
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CUSTOM SIGN CREATIONS

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B

AURORA FLEX LED C/L ON A WIREWAY SECTION VIEW

Scale: 1 1/2" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

MAX MODS PER SERIES	MAX MODS PER POWER SUPPLY
Qwik Mod 3 25	Qwik Mod 3 50 MODS PER 60W PS



3490 Venture Dr.
San Angelo, TX 76905
1-325-227-4577
www.principalsloan.com
layouts@pindustries.com

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P.Terrys - 205070			REV. 1
DATE: 30 Apr 2024	DRAWN BY : Shanae Capetillo	AMP DRAW: 2.20 A	FACE MATERIAL: Acrylic
SIGN HEIGHT: 32.375in OA	SIGN DEPTH: 5 in	MODULES PER FOOT: 2.37	LIGHTING: Face/Halo

Job Name:



CIBOLO, TX

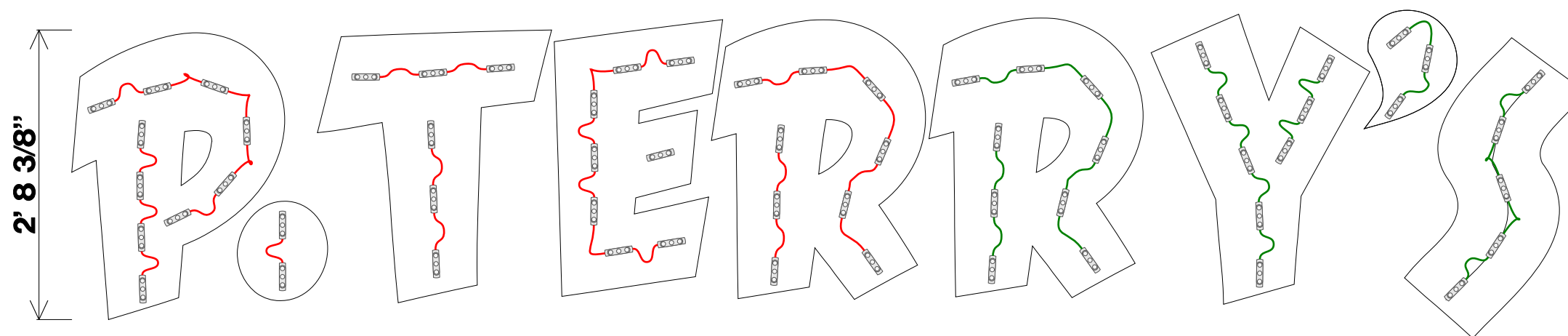
Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108

Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
Designer: Chris Brazell
File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
Job #: 24-1182

****ALREADY SUBMITTED FOR PERMIT SEPERATELY****



Load: 70.0 %
Modules: 35.0
Watts: 42.0 of 60.0
PS: Energizer Series Universal 60W

Load: 50.0 %
Modules: 25.0
Watts: 30.0 of 60.0
PS: Energizer Series Universal 60W

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base

ESTIMATED PRODUCT PER SIGN

(60) Qwik Mod 3 Modules:
(UL#: PL-QM3-TW200-P, SKU#: M-QMTX0-71)

(2) Energizer Series Universal 60W Driver(s):
(UL#: P-OH060-12-EC, SKU#: P-OH060-12-EC)

Channel Letter Lighting?
WE'VE GOT THAT!

- Available in Micro, Mini, Spec, HO & Deep
- All sizes available in 3000 K, 4100 K, 5000 K, 6500 K, 7100 K
- Mini & Spec available in Red, Green & Blue

Prism Synergy
LIFE SIGN 24 VDC
PRINCIPAL SLOAN

CAUTION: THIS LAYOUT IS ONLY AN ESTIMATE.

Channel letter depth, face color, material, and thickness can vary which may effect the number of modules required. To ensure accuracy, it is recommended that you test light in a darkened environment prior to installing or shipping to the site to ensure the light output is commercially acceptable. Final material estimates are the responsibility of the sign manufacturer. Unless noted in header, Layout is based on the use of acrylic face material.

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



A Comet Signs COMPANY

TDLR #: 18010
MET #: E113766

1130 Rutherford, Suite 180
Austin, TX 78753
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****ALREADY SUBMITTED FOR PERMIT SEPERATELY****



The layout is created for the purpose of determining product quantities and assist you in visualizing our proposal. Small adjustments may need to be made due to the cut cremenets of the product.

QTYs SHOWN IN LAYOUT ARE QTYs NEEDED FOR THE JOB. THIS MUMBER MAY NOT REFLECT QTYs SOLD PER PACKAGE.

ALL PRODUCTS MUST BE SOLD BY PER PACKAGE. (Exception: If job is being cut and sealed by G2G the quote will reflect quantities being used)

PROVIDED DRAWING BY CLIENTS:

G2G's layout is created based on below drawing, please carefully review all drawings and material specifications.

All layouts are approximate representations.



REVISIONS

Rev.	Date/Description	By

Orig. Date: 09/11/2023

Rev. Date:

PROJECT:

APPROVED BY:

TOTAL (INCH): 744.92

WATTS: 173.81

POWER SUPPLY (PCS): 4

- 60W 12VDC
- 120W 12VDC
- 100W 24VDC

FLEX OPTIONS

- Aurora Flex
- Aurora Flex MINI
- Aurora Flex Curve
- Aurora Flex Micro
- Aurora Flex 360
- Aurora Flex 360 MINI

COLOR OPTIONS



PLEASE NOTE:
Some colors are not available for certain Flex Series. Please confirm when sending requests.

MATERIALS REQUIRED

Part#	Item	QTY
AF2010	Aurora Flex Mini Red (Ruby shell)	744.92 in 173.81 W
AFA2001	Aurora Flex MINI End Cap	12 pcs
AFA200301	Aurora Flex MINI End Cap with Wires(New)	12 pcs
AFA2009	Aurora Flex Mini Seal Cap Suit	2 sets
AFA2005	Aurora Flex MINI Mounting accessorie	187 pcs
AFA2004	Aurora Flex Mini Crystal Mounting Clips	187 pcs
AFA2002	Aurora Flex MINI Fast Dry Glue	1 pcs
AFA1018	Aurora Flex Silicone	2 pcs
AFA1019	Aurora Flex Silicone Squeezing Accessory	1 pcs
QISPS1001#2	G2G-QIS-60-12VDC (V2)	4 pcs

Please purchase silicone at your local supplier temporarily.

Job Name:



CIBOLO, TX

- Proposal Drawing
- Final Drawing

Client: Client Name

Location: 180 W Borgfeld Rd
Cibolo, TX 78108

Salesperson: Maggie Star

Prj. Mngr.: Andy Leffler

Date: 9/8/2021

Designer: Chris Brazell

File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21

Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.

R3:11/12/21:EM: brick base



A **Comet SIGNS** COMPANY

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CUSTOMER APPROVAL

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Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108
Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
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Proposal #: 62919 R21
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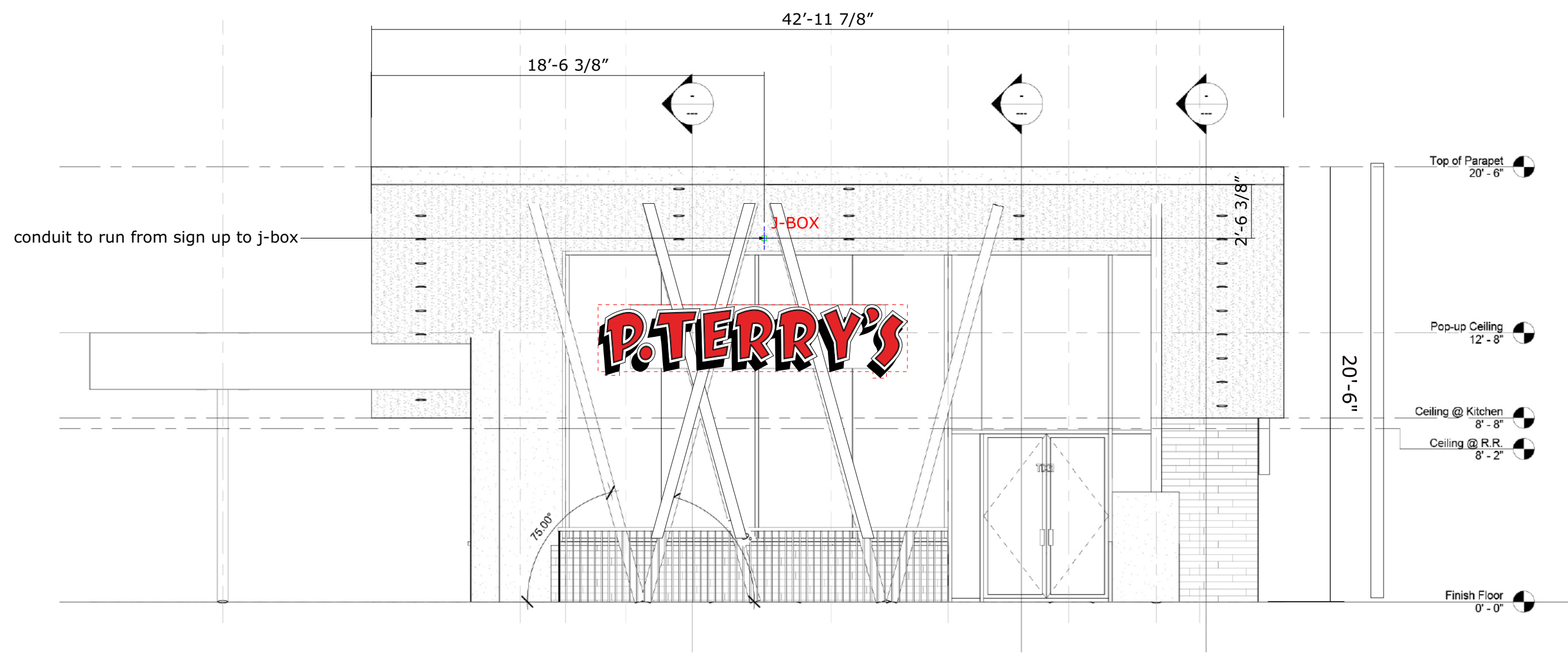


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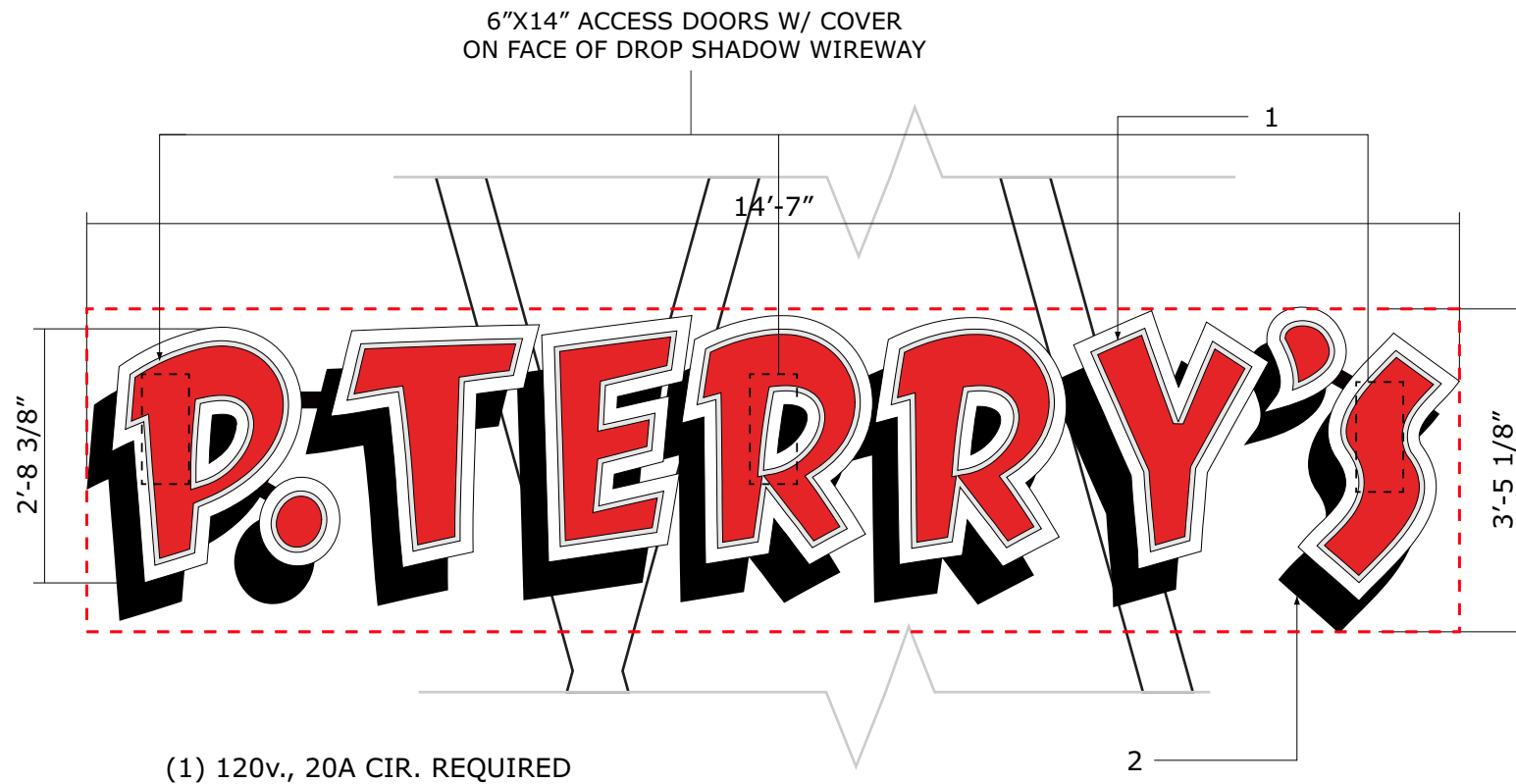


C SOUTH ELEVATION

Scale: 3/16" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



(1) 120v., 20A CIR. REQUIRED

C

AURORA FLEX LED C/L ON A WIREWAY POLE MOUNTED 50 SQFT

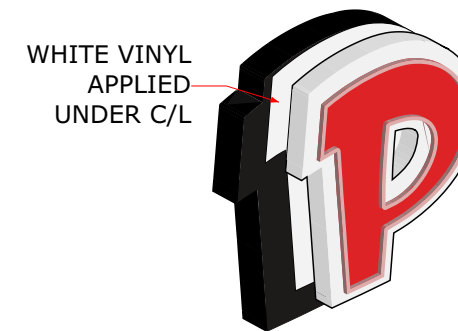
QTY: ONE(1) Scale: 1/2" = 1'0"

SCOPE OF WORK:

1: 5" DEEP REVERSE-LIT/ EXPOSED AURORA FLEX RED LED ON FACE OF CHANNEL LETTERS PAINTED (P1) AND (P4) WITH REVERSE-LIT WHITE P-LEDS. LEXAN BACKS TO HAVE 2ND SURFACE (V5) VINYL

2: 5" DEEP ALUM. WIREWAY DROP SHADOW TO BE PAINTED (P3)

3: RECT. TUBE MOUNTING BRACKET PAINTED (P3)



P3	P4	P5	V1	V2	V3	V4	V5
MP Black N923 SP	MP White 202	MP 41342SP Brushed Aluminum	ORACAL 951 010 WHITE (OPAQUE)	ORACAL 8800 031 RED (TRANS)	ORACAL 951 070 BLACK (OPAQUE)	ORACAL 60% DIFFUSER 8860-010 (TRANS)	ORACAL 8800 682 OCEAN GREEN (SEAFOAM) (TRANS)

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



ILLUMINATED VIEW

Job Name:



CIBOLO, TX

Proposal Drawing
 Final Drawing

Client: Client Name
Location: 180 W Borgfeld Rd
Cibolo, TX 78108

Salesperson: Maggie Star
Prj. Mngr.: Andy Leffler
Date: 9/8/2021
Designer: Chris Brazell
File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base



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Job Name:



CIBOLO, TX

Proposal Drawing
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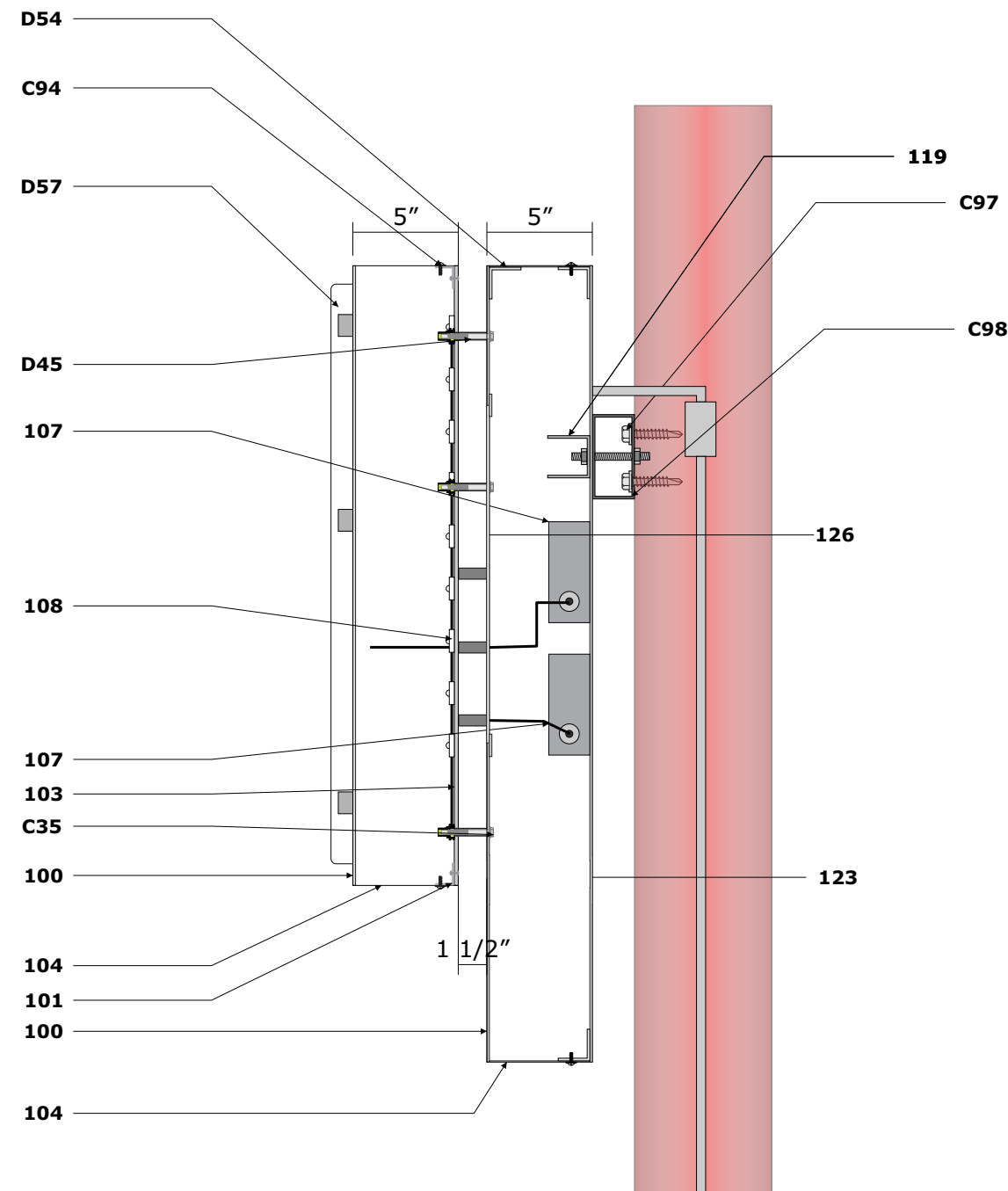
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INDEX:

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- (C77) 1/8" STEEL RIVET 0.313-0.375
- (C94) #10-24 X 0.5" PAN HEAD MACH SCREW
- (C97) #12-24 X 1.5" HEX HEAD SELF DRILLING SCREW
- (C98) 4"x2"x.125 RECT TUBING CAPPED AND PAINTED BLACK
- (D45) 1.5" X 0.38" OD X 0.26" ID ALUM. SPACER
- (D54) 1.5" X 1.5" X0.125" STEEL ANGLE
- (D57) AURORA FLEX RED LED
- (100) 0.125" ALUM. FACE
- (101) "L"-BRACKET
- (103) 3/16" POLY. CARB. BACK (SANDED 80 GRIT).
- (104) 0.063"SIDEWALL
- (107) LED TRANSFORMER
- (108) QM3 WHITE P-LEDS
- (119) 2" X 2" X .125" ALUM. CHANNEL
- (122) SERVICE DOOR ON BOTTOM OF 'E' DROP SHADOW
- (123) .125 ALUM. BACKS
- (126) ACCESS DOOR FOR ACCESSING MOUNTING



AURORA FLEX LED C/L ON A WIREWAY POLE MOUNTED : SECTION VIEW

C

Scale: 1 1/2" = 1'0"

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

MAX MODS PER SERIES	MAX MODS PER POWER SUPPLY
Qwik Mod 3 25	Qwik Mod 3 50 MODS PER 60W PS



3490 Venture Dr.
San Angelo, TX 76905
1-325-227-4577
www.principalsloan.com
layouts@pindustries.com

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P.Terrys - 205070			REV. 1
DATE: 30 Apr 2024	DRAWN BY : Shanae Capetillo	AMP DRAW: 2.20 A	FACE MATERIAL: Acrylic
SIGN HEIGHT: 32.375in OA	SIGN DEPTH: 5 in	MODULES PER FOOT: 2.37	LIGHTING: Face/Halo

Job Name:

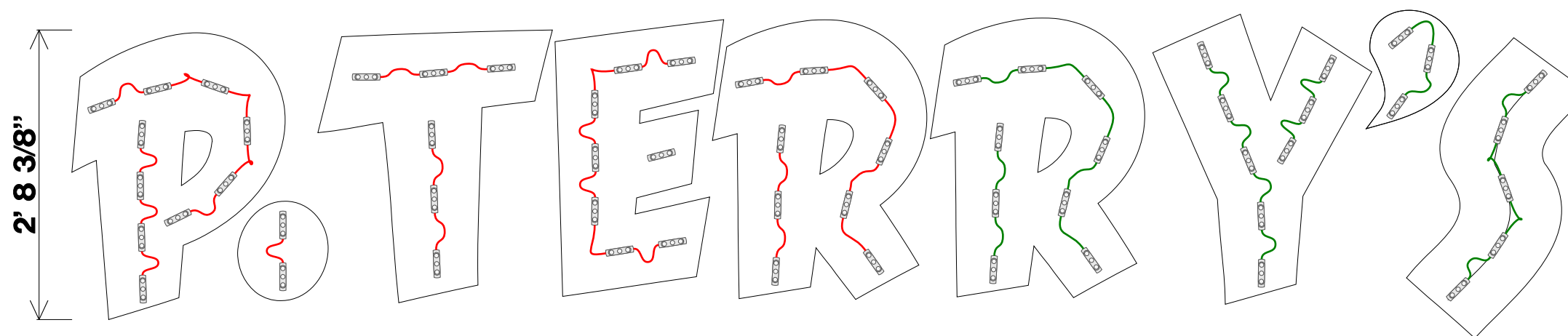


CIBOLO, TX

Proposal Drawing
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Client: Client Name
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Cibolo, TX FINAL.cdr
Proposal #: 62919 R21
Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.
R3:11/12/21:EM: brick base



Load: 70.0 %
Modules: 35.0
Watts: 42.0 of 60.0
PS: Energizer Series Universal 60W

Load: 50.0 %
Modules: 25.0
Watts: 30.0 of 60.0
PS: Energizer Series Universal 60W

ESTIMATED PRODUCT PER SIGN

- (60) Qwik Mod 3 Modules:
(UL#: PL-QM3-TW200-P, SKU#: M-QMTX0-71)
- (2) Energizer Series Universal 60W Driver(s):
(UL#: P-OH060-12-EC, SKU#: P-OH060-12-EC)



CAUTION: THIS LAYOUT IS ONLY AN ESTIMATE.

Channel letter depth, face color, material, and thickness can vary which may effect the number of modules required. To ensure accuracy, it is recommended that you test light in a darkened environment prior to installing or shipping to the site to ensure the light output is commercially acceptable. Final material estimates are the responsibility of the sign manufacturer. Unless noted in header, Layout is based on the use of acrylic face material.

CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____



A Comet Signs COMPANY

TDLR #: 18010
MET #: E113766
1130 Rutherford, Suite 180
Austin, TX 78753
(512) 374-9300



THIS DRAWING IS THE EXCLUSIVE PROPERTY OF COMET SIGNS, LLC. ANY USE OR REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN AUTHORIZATION FROM COMET SIGNS, LLC IS STRICTLY PROHIBITED. OWNERSHIP AND COPYRIGHT IS RETAINED IN ACCORDANCE WITH U.S. AND INTERNATIONAL TRADEMARK / COPYRIGHT LAWS.



The layout is created for the purpose of determining product quantities and assist you in visualizing our proposal. Small adjustments may need to be made due to the cut cremenets of the product.

QTYS SHOWN IN LAYOUT ARE QTYS NEEDED FOR THE JOB. THIS MUMBER MAY NOT REFLECT QTYS SOLD PER PACKAGE.

ALL PRODUCTS MUST BE SOLD BY PER PACKAGE. (Exception: If job is being cut and sealed by G2G the quote will reflect quantities being used)

PROVIDED DRAWING BY CLIENTS:

G2G's layout is created based on below drawing, please carefully review all drawings and material specifications.

All layouts are approximate representations.



REVISIONS

Rev.	Date/Description	By

Orig. Date: 09/11/2023

Rev. Date:

PROJECT:

APPROVED BY:

TOTAL (INCH): 744.92

WATTS: 173.81

POWER SUPPLY (PCS): 4

- 60W 12VDC
- 120W 12VDC
- 100W 24VDC

FLEX OPTIONS

- Aurora Flex
- Aurora Flex MINI
- Aurora Flex Curve
- Aurora Flex Micro
- Aurora Flex 360
- Aurora Flex 360 MINI

COLOR OPTIONS



PLEASE NOTE:
Some colors are not available for certain Flex Series. Please confirm when sending requests.

MATERIALS REQUIRED

Part#	Item	QTY
AF2010	Aurora Flex Mini Red (Ruby shell)	744.92 in 173.81 W
AFA2001	Aurora Flex MINI End Cap	12 pcs
AFA200301	Aurora Flex MINI End Cap with Wires(New)	12 pcs
AFA2009	Aurora Flex Mini Seal Cap Suit	2 sets
AFA2005	Aurora Flex MINI Mounting accessorie	187 pcs
AFA2004	Aurora Flex Mini Crystal Mounting Clips	187 pcs
AFA2002	Aurora Flex MINI Fast Dry Glue	1 pcs
AFA1018	Aurora Flex Silicone	2 pcs
AFA1019	Aurora Flex Silicone Squeezing Accessory	1 pcs
QISPS1001#2	G2G-QIS-60-12VDC (V2)	4 pcs

Please purchase silicone at your local supplier temporarily.

Job Name:



CIBOLO, TX

- Proposal Drawing
- Final Drawing

Client: Client Name

Location: 180 W Borgfeld Rd
Cibolo, TX 78108

Salesperson: Maggie Star

Prj. Mngr.: Andy Leffler

Date: 9/8/2021

Designer: Chris Brazell

File Name: 24-1182 Terrys,
Cibolo, TX FINAL.cdr

Proposal #: 62919 R21

Job #: 24-1182

Revisions (M/D/Y)-(initials): desc.

R3:11/12/21:EM: brick base



A Comet SIGNS COMPANY

Comet SIGNS COMPANY

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










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CUSTOMER APPROVAL

APPROVED BY: _____ DATE: ____ / ____ / ____

Property Information Map 961 Cibolo Valley Drive

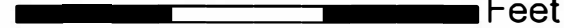
-  Property of Interest
-  City of Cibolo Water Service Area
-  City of Cibolo Sewer Service Area
-  Parcel Boundaries
-  Neighborhood Commercial (C1)
-  Retail / Office (C3)
-  General Commercial (C4)
-  Light Industrial (I1)
-  High Density Single-Family Residential (SF6)
-  Public Facility (PF) - Institution

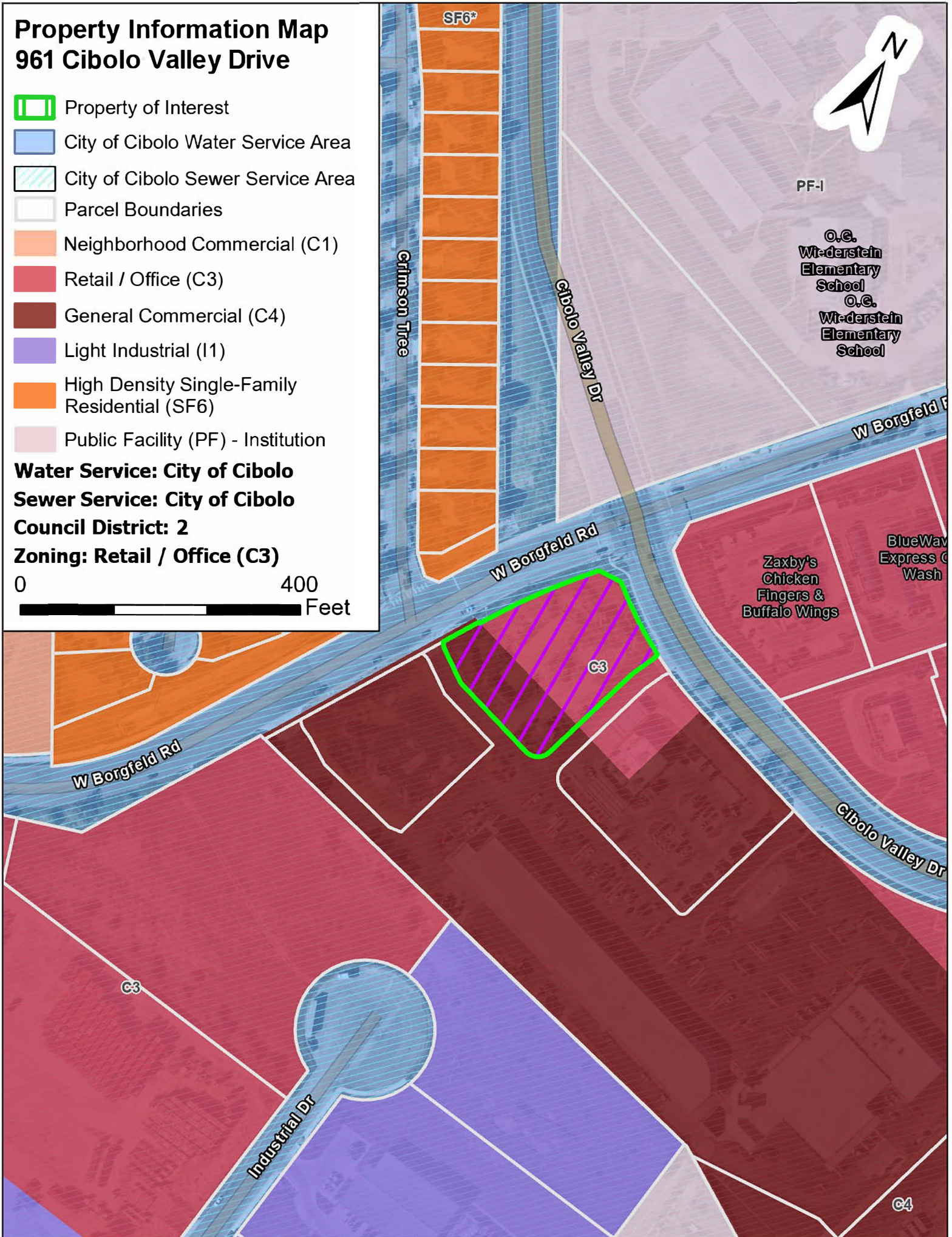
Water Service: City of Cibolo

Sewer Service: City of Cibolo

Council District: 2

Zoning: Retail / Office (C3)

0 400
 Feet



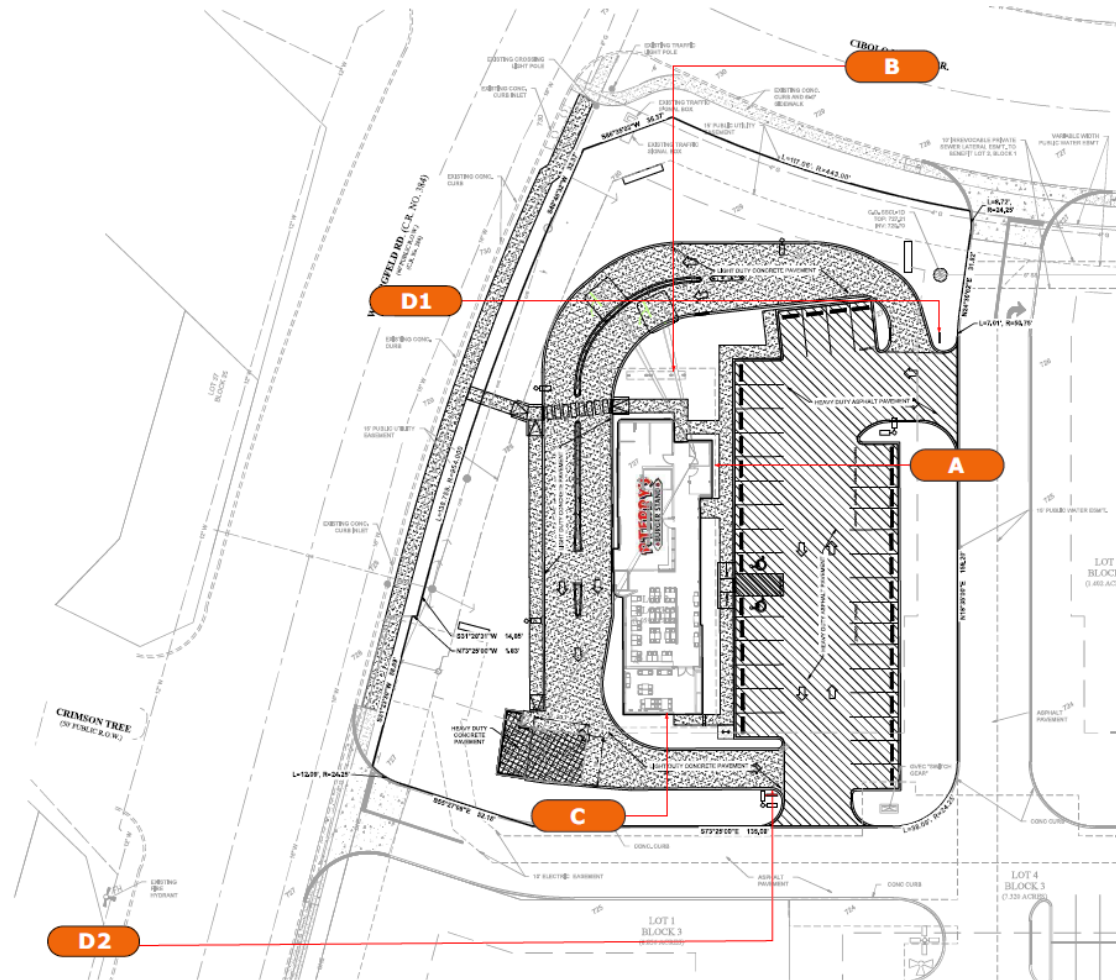


Sign Package

180 W Borgfeld Rd Cibolo, TX 78108

P. TERRY'S - CIBOLO

Signs A and C do not face public or private ROWs, based on the plat, staff considers the "roads" to be private drives but not ROWs by UDC definitions. Per Sec. 58-5, wall signs must face a public or private ROW.



P. TERRY'S - CIBOLO

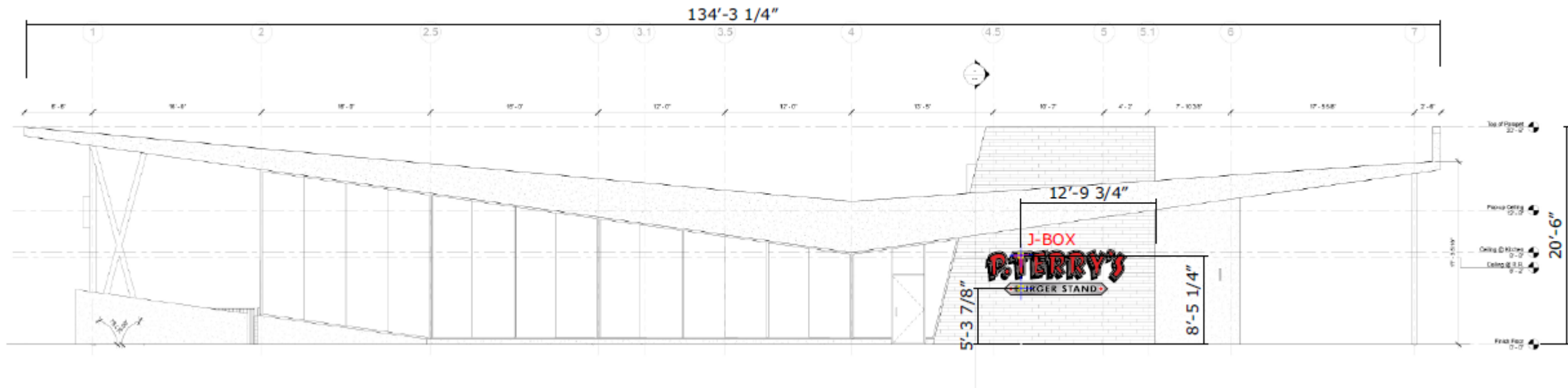
Exhibit A

Chick-fil-A signage facing "road" that we were denied.



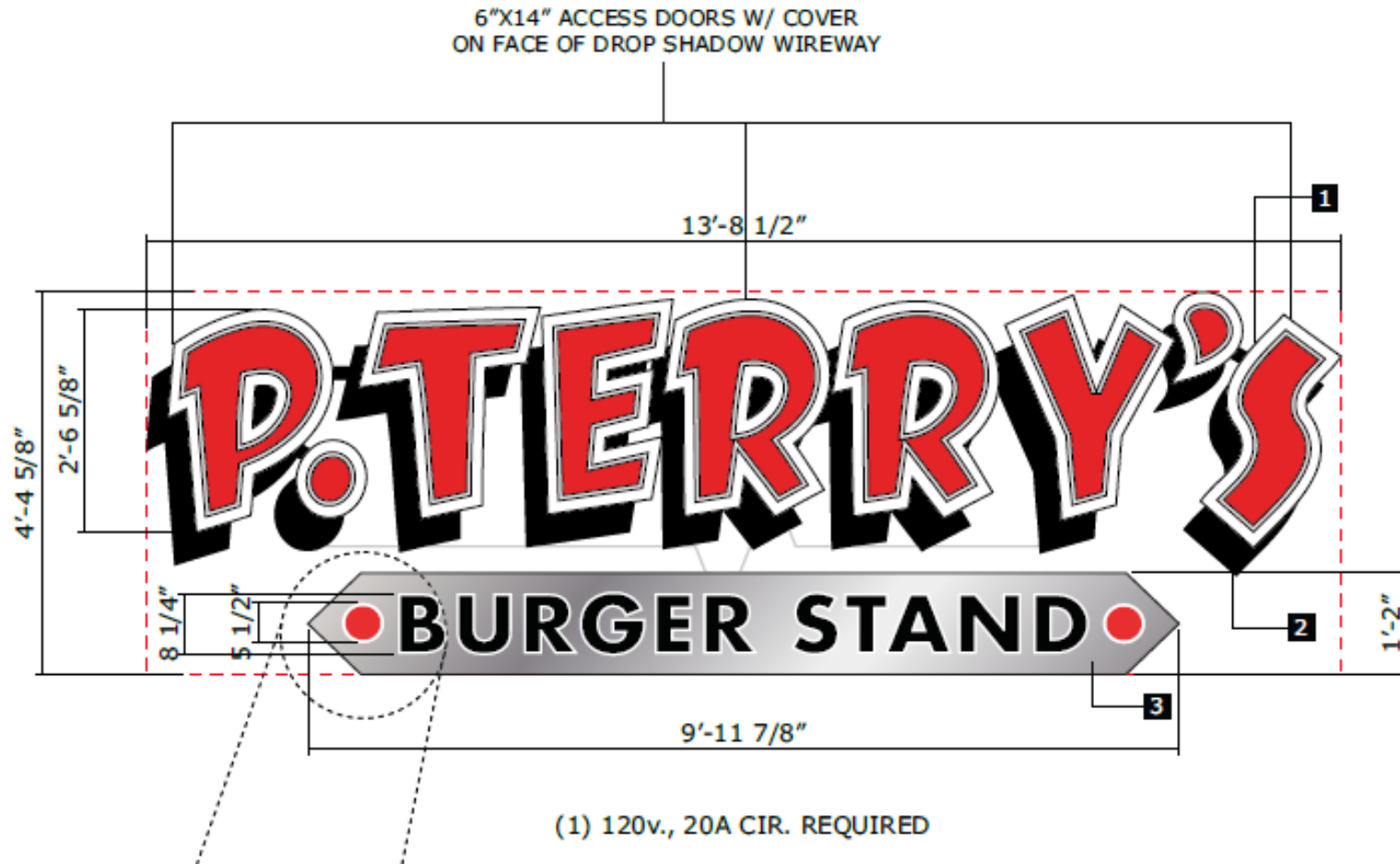
P. TERRY'S - CIBOLO

Sign A facing "road" across from Chick-fil-A. This is P. Terry's main public entrance and currently has no sign. This spec is smaller than typical but proportionate to elevation.



P. TERRY'S - CIBOLO

Sign A specs



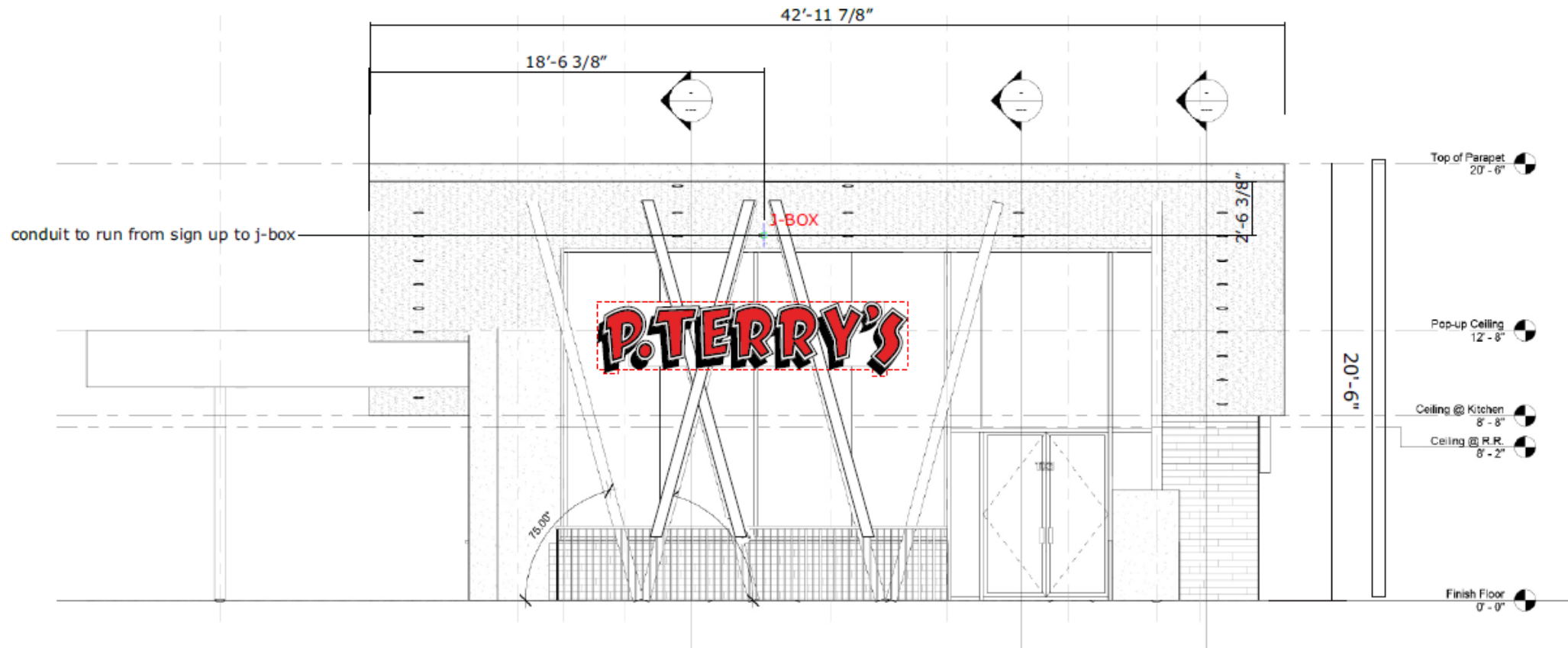
P. TERRY'S - CIBOLO

Chick-fil-A signage on all four sides. Also facing same "road" our sign C was denied.



P. TERRY'S - CIBOLO

P. Terry's Sign C - Currently there is no brand identification on the building as you drive North on Borgfeld Rd. The architectural feature on this elevation to which the signage would be mounted is consistent with P. Terry's brand and building aesthetic. The architectural feature is attached to the building on the top and bottom creating the further most point of this elevation and the only area to which a sign can be attached.



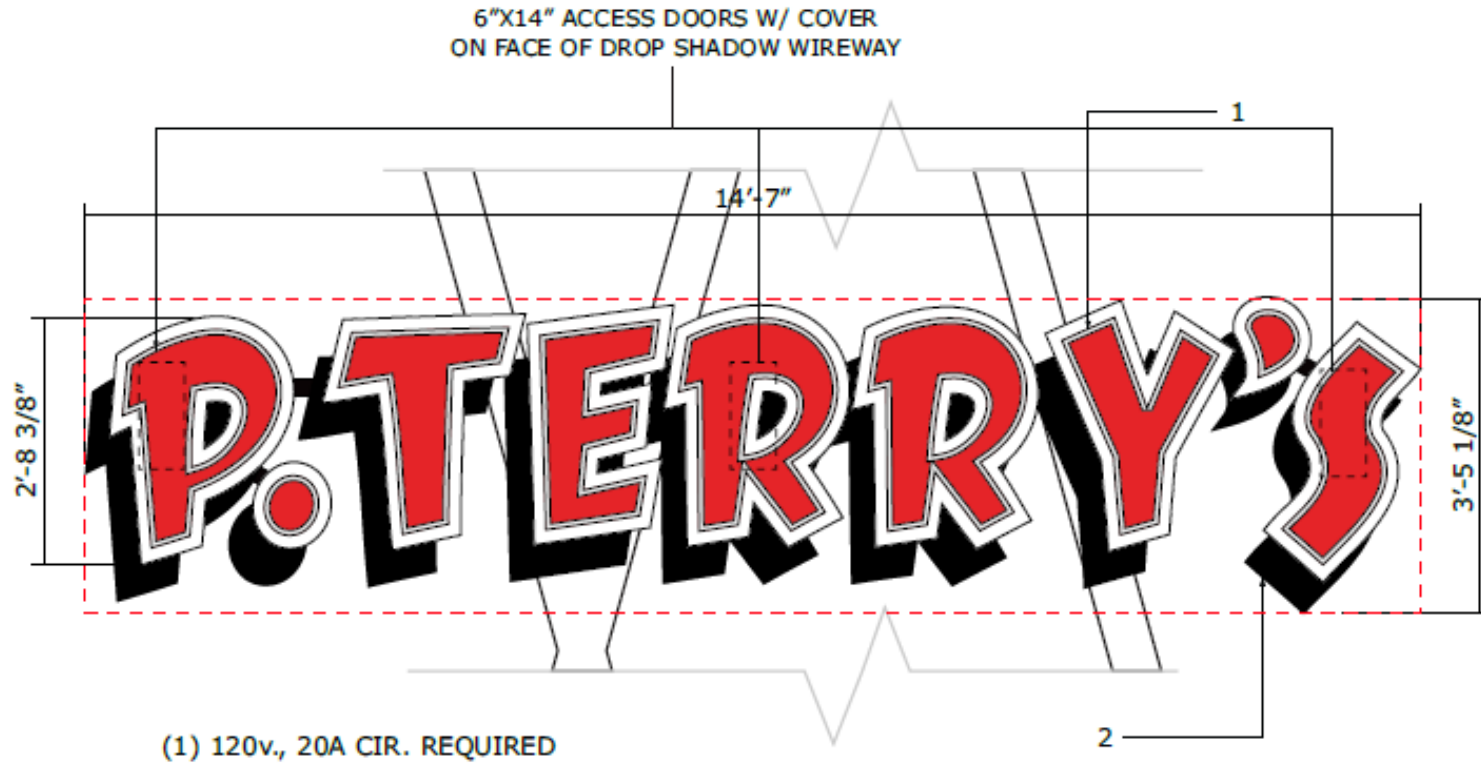
P. TERRY'S - CIBOLO

Sign C pictures



P. TERRY'S - CIBOLO

Sign C specs



P. TERRY'S - CIBOLO

Freestanding businesses in the area have been allowed signage on almost every elevation.

Wells Fargo



P. TERRY'S - CIBOLO

Freestanding businesses in the area have been allowed signage on almost every elevation.

Zaxby's



P. TERRY'S - CIBOLO

Building sign facing "road" and more than 1 building sign.

Blue Wave Car Wash



P. TERRY'S - CIBOLO

Signage greater than 60 sf.

CVS Pharmacy



P. TERRY'S - CIBOLO

Lease spaces being allowed as much square footage as a freestanding building.

Lease Spaces





Notice of Petition



July 29, 2024

This is a correction to the previous notice sent on May 22, 2024. The address has been corrected from 180 West Borgfeld Road to 961 Cibolo Valley Drive.

Dear Property Owner,

County tax records indicate that you own property within 200 feet of a property subject to an application to the City of Cibolo's Comprehensive Sign Program. Following the City of Cibolo's Part II – Code of Ordinances: Chapter 58: Signs, you have been sent this official Notice of Petition to inform you of this request.

This notice does not directly pertain to your property.

The purpose of this letter is to make you aware of a Comprehensive Sign Program request near your property and provide you an opportunity to voice your opinion. Your opinion matters.

In accordance with the Code of Ordinances, the Planning and Zoning Commission will hold a public hearing on **Wednesday, August 14, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas,** and the City Council will hold a public hearing on **Tuesday, August 27, 2024, at 6:30 p.m.** at the **Council Chambers of City Hall located at 200 South Main Street, Cibolo, Texas.**

The application for the Comprehensive Sign Program for certain real property located at 961 Cibolo Valley Drive, legally described as **BUFFALO HEIGHTS, BLOCK 3, LOT 2, 1.059 AC.**

Applicant/Owner: Monty Montgomery, P. Terry's

Sincerely,
Lindsey Walker, CNU-A
Planner
walker@cibolotx.gov

REPLY NOTICE (SGP-24-01)

Name (please print): Felicia M. Saenz

Address (In relation to Map Exhibit): 244 Princeton Tree, Cibolo, Tx 78108

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Comprehensive Sign Program you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:	City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
IN PERSON:	City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NO1 accepted at this address)
EMAIL:	Take a photo or scan it to planning@cibolotx.gov

In Favor

Opposed

Comments:

Please ask P Terry to lower the volume when calling's out orders can hear at my house! All this growth is giving lowering front of my house!

Signature: _____

Date: _____

8/1/24



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS APPROVING A COMPREHENSIVE SIGN PROGRAM FOR CERTAIN REAL PROPERTY LOCATED AT 961 CIBOLO VALLEY DRIVE TO INCLUDE THREE SIGNS; DECLARING COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS; PROVIDING FOR SEVERABILITY, REPEAL, SAVINGS, 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, Texas Local Government Code Section 216.003 authorizes the City of Cibolo ("City"), as a home rule municipality, to require the relocation, reconstruction, or removal of any sign within its corporate limits or extraterritorial jurisdiction; and

WHEREAS, the City has adopted sign regulations codified as Chapter 58 of the City's Code of Ordinances; and

WHEREAS, Section 58-14 of the Cibolo Code of Ordinances provides for the approval of a Comprehensive Sign Program for properties that are integrated commercial and industrial developments; and

WHEREAS, P. Terry's, by and through Comet Signs, filed an application for a Comprehensive Sign Program for certain property within the corporate limits of the City, located at 961 Cibolo Valley Drive, which is within the Buffalo Heights Commercial Subdivision at the intersection of Borgfeld Road and Cibolo Valley Drive (said portion being hereinafter called "Property"); and

WHEREAS, the Comprehensive Sign Program includes three signs identifying the P. Terry's establishment; and

WHEREAS, the City Council finds two public hearings were held for the purpose of providing all interested persons the opportunity to be heard concerning the proposed Comprehensive Sign Program; and

WHEREAS, the City Council finds legal notice, notifying the public of both public hearings 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, the City Council finds the Planning and Zoning Commission, after due consideration of the requested Comprehensive Sign Program, including all matters specified in Section 58-14 of the Code of Ordinances, issued its recommendation regarding the variance to the City Council in accordance with state and local law; and

WHEREAS, the City Council finds that the Planning and Zoning Commission found 1) The proposed signs match the vintage aesthetic established in the approved Buffalo Heights sign program and overall development, 2) the proposed sign A is larger than the 50 percent maximum, but the size is appropriate compared to the size of the façade, 3) Sign C is a freestanding sign and fits most of the applicable requirements, 4) Sign B, the freestanding sign, has already been approved, 5) the proposed sign A is placed over the front entrance, which is typical for many businesses in the area, and 6) The proposed signs integrate well with the design and architecture of the building; and

WHEREAS, the City Council, having duly considered the request for a Comprehensive Sign Program, desires to approve the Program.

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 961 Cibolo Valley Drive, Cibolo, Texas.

SECTION 3. Comprehensive Sign Program Approved. A Comprehensive Sign Program consistent with the application and sign package as shown in Exhibit A is hereby approved on the condition that all fees associated with the review and processing of the application are paid within 30 days of this conditional approval.

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.

SECTION 5. 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 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. 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 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. 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 12. Effective Date. This Ordinance will become effective within the corporate city limits of the City of Cibolo upon the required newspaper publication.

ORDERED on this ____ day of _____ 2024.

Mark Allen, Mayor

ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney



City Council Regular Meeting Staff Report

Approval/Disapproval of a Resolution amending the Personnel Policy to include the regulation of paid Holidays for Regular Full-time Employees. (Ms. Sanchez)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Resolution Item: 11A
From	
Veronica Sanchez, People & Performance Director	

BACKGROUND INFORMATION: At the July 23, 2024, City Council meeting, an agenda item was presented to add Christmas Eve to the recognized holiday schedule in place of Presidents' Day based on an internal survey conducted. City Council passed a motion to add Christmas Eve to the recognized holiday schedule, continue to recognize Presidents' Day for a total of thirteen (13) recognized holidays, and reducing the number of Floating Holidays from two (2) to one (1).

The thirteen designated holidays will include:

- New Year's Day
- MLK Day
- Presidents' Day
- Memorial Day
- Good Friday
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

In addition to the above holidays, all regular, full-time employees will have one (1) Floating Holiday loaded to their leave account on October 1st each year. Employees hired after October 1st will receive one (1) Floating Holiday on October 1st of the following year.

FINANCIAL IMPACT: No added financial impact.

STAFF RECOMMENDATION: Staff supports the passed City Council motion and moving forward with this resolution.

MOTION: Approve the resolution as presented.

STAFF CONTACT(S):

Veronica Sanchez
Director of Human Resources, City of Cibolo
vsanchez@cibolotx.gov

Attachments

[8.13.24 City Holidays FY25 Policy.pdf](#)

[8.13.24 Holiday Pay Resolution.pdf](#)

1.4.09 City Holidays

A. **Purpose:** The City of Cibolo (City) grants time off from work with pay for each holiday for regular, full-time employees. The holiday calendar will be included in the budget process each year and will be distributed to employees by Human Resources no later than September 15 each year.

B. Thirteen holidays are normally designated each year and include:

New Year's Day	Labor Day
MLK Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Juneteenth	Christmas Day
Independence Day	

C. **Floating Holiday:** In addition to the above holidays, all regular, full-time employees will have one (1) Floating Holiday loaded to their leave account on October 1st each year. Employees hired after October 1st will receive one (1) Floating Holiday on October 1st of the following year.

This Floating Holiday can be used by employees at any time during the year, using the same time-off approval process that is already in place. The Floating Holiday not used by September 30th of each year will be removed. The Floating Holiday will not be paid out if unused, nor if the employee terminates from the City.

D. **Provisions:** The City may add, change, or delete the City's observed holidays. The following provisions shall apply at holidays:

- As many employees as reasonably possible, at the discretion of the City Manager, shall be given each observed holiday off consistent with the maintenance of essential municipal functions.
- Regular, full-time employees, whose normal work week is 40 hours per week or 80 hours per pay period, will be allowed a paid holiday equal to eight (8) hours at the employee's regular rate of pay. No "hours worked" will be reflected on the employee's timesheet for holidays for which the employee is paid and does not work.
- Regular, full-time uniformed Fire Department personnel will be allowed a paid holiday equal to 11.2 hours at the employee's regular rate of pay. No "hours worked" will be reflected on the employee's timesheet for holidays for which the employee is paid and does not work.
- Employees who are scheduled for and who actually work on the actual holiday that is not the observed holiday shall receive a holiday premium of \$2.00 per hour to their regular rates of pay.
- Employees who are scheduled for and who actually work on the observed holiday shall receive holiday pay for such holiday and shall also be paid their regular pay for the time worked.

- Regular, part-time, and temporary/seasonal employees will be given a holiday off without pay.
- Actual holidays which fall on a Saturday, will normally be observed on Friday or the business day before the holiday and actual holidays which fall on a Sunday, will normally be observed on Monday or the business day after the holiday.
- A non-exempt employee with an unauthorized absence on the workday immediately preceding or immediately following an observed or actual holiday shall forfeit holiday pay.
- An observed holiday falling within an employee's approved time off (vacation, sick leave, etc.) shall not have the holiday leave charged against their vacation or sick leave.
- The Fire Chief has designated that Fire Department employees will observe Patriot Day, September 11th, on the first Monday in September as a holiday in lieu of Labor Day.

Fiscal Year 2025 City of Cibolo Holidays

1. Veterans Day – Monday, November 11, 2024
2. Thanksgiving Day - Thursday, November 28, 2024
3. Day after Thanksgiving – Friday, November 29, 2024
4. Christmas Eve – Tuesday, December 24, 2024
5. Christmas Day - Wednesday, December 25, 2024
6. New Year's Day - Wednesday, January 1, 2025
7. Dr. Martin Luther King Jr. Day - Monday, January 20, 2025
8. Presidents' Day - Monday, February 17, 2025
9. Good Friday – Friday, April 18, 2025
10. Memorial Day - Monday, May 26, 2025
11. Juneteenth - Thursday, June 19, 2025
12. Independence Day - Friday, July 4, 2025
13. Labor Day - Monday, September 1, 2025



RESOLUTION NO. ____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS AMENDING THE PERSONNEL POLICIES TO INCLUDE THE REGULATION OF PAID HOLIDAYS FOR REGULAR, FULL-TIME EMPLOYEES; PROVIDING THAT THIS RESOLUTION SHALL BE CUMULATIVE OF ALL OTHER RESOLUTIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.06 of the Cibolo City Charter provides that the City Council shall, by ordinance or resolution, establish Personnel Policies; and

WHEREAS, the City desires to provide paid Holiday Leave for regular, full-time employees to celebrate specific holidays and to include a Floating Holiday; and

WHEREAS, the City Council adopted the Personnel Policies by Resolution on December 11, 2018; and

WHEREAS, the City Council amended the Personnel Policies on September 13, 2022, to specify the holidays the City will celebrate and to provide rules regarding Holiday Leave and Floating Holidays; and

WHEREAS, the City finds that it is necessary to amend the Personnel Policies to specify the holidays the City will celebrate and to adjust the number of Floating Holidays.

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

SECTION 1

The City Council approves the recitals hereto as true and correct and incorporates them herein as findings of fact as if recited verbatim.

SECTION 2

The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 3

The City of Cibolo Personnel Policies are amended by deleting section 1.04.09 of Policy 1.4 thereof and substituting a new section 1.04.09 of Policy 1.4 to provide as follows:

Policy 1.4 Leave Benefits

1.4.09 City Holidays

A. **Purpose:** The City of Cibolo (City) grants time off from work with pay for each holiday for regular, full-time employees. The holiday calendar will be included in the budget process each year and will be distributed to employees by Human Resources no later than September 15 each year.

B. Thirteen holidays are normally designated each year and include:

New Year's Day	Labor Day
MLK Day	Veteran's Day
Presidents' Day	Thanksgiving Day
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Good Friday	Christmas Eve
Juneteenth	Christmas Day
Independence Day	

C. **Floating Holiday:** In addition to the above holidays, all regular, full-time employees will have one (1) Floating Holiday loaded to their leave account on October 1st each year. Employees hired after October 1st will receive one (1) Floating Holiday on October 1st of the following year.

This Floating Holiday can be used by employees at any time during the year, using the same time-off approval process that is already in place. The Floating Holiday not used by September 30th of each year will be removed. The Floating Holiday will not be paid out if unused, nor if the employee terminates from the City.

D. **Provisions:** The City may add, change, or delete the City's observed holidays. The following provisions shall apply at holidays:

- As many employees as reasonably possible, at the discretion of the City Manager, shall be given each observed holiday off consistent with the maintenance of essential municipal functions.
- Regular, full-time employees, whose normal work week is 40 hours per week or 80 hours per pay period, will be allowed a paid holiday equal to eight (8) hours at the employee's

- regular rate of pay. No “hours worked” will be reflected on the employee’s timesheet for holidays for which the employee is paid and does not work.
- Regular, full-time uniformed Fire Department personnel will be allowed a paid holiday equal to 11.2 hours at the employee’s regular rate of pay. No “hours worked” will be reflected on the employee’s timesheet for holidays for which the employee is paid and does not work.
 - Employees who are scheduled for and who actually work on the actual holiday that is not the observed holiday shall receive a holiday premium of \$2.00 per hour to their regular rates of pay.
 - Employees who are scheduled for and who actually work on the observed holiday shall receive holiday pay for such holiday and shall also be paid their regular pay for the time worked.
 - Regular, part-time, and temporary/seasonal employees will be given a holiday off without pay.
 - Actual holidays which fall on a Saturday, will normally be observed on Friday or the business day before the holiday and actual holidays which fall on a Sunday, will normally be observed on Monday or the business day after the holiday.
 - A non-exempt employee with an unauthorized absence on the workday immediately preceding or immediately following an observed or actual holiday shall forfeit holiday pay.
 - An observed holiday falling within an employee’s approved time off (vacation, sick leave, etc.) shall not have the holiday leave charged against their vacation or sick leave.
 - The Fire Chief has designated that Fire Department employees will observe Patriot Day, September 11th, on the first Monday in September as a holiday in lieu of Labor Day.

SECTION 4 CUMULATIVE AND REPEAL CLAUSE

The Amendment outlined in Section 3 of this Resolution is the only change to the Personnel Policies and the remainder of the Personnel Policies shall stay as written. That this Resolution shall be cumulative of all other resolutions of the City of Cibolo, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such other resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

SECTION 5 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 Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 the Resolution, since the same would have been enacted by the City Council without incorporation in this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6
EFFECTIVE DATE**

This Resolution shall take effect and shall be in full force upon adoption.

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF AUGUST 2024.

APPROVED:

Mark Allen, Mayor

ATTEST:

Peggy Cimics, City Secretary



City Council Regular Meeting Staff Report

Discussion/Action to approve a change order with Guadalupe Valley Electric Cooperative (GVEC) to complete the work related to installation of City private fiber. (Mr. Beekman)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12A
From	
Tracy Beekman, Information Services Director	

PRIOR CITY COUNCIL ACTION:

April 26, 2022 City Council, at their regular meeting, received a presentation giving a review of the overall fiber project and gave direction to move forward.

May 24, 2022, City Council, at their regular meeting approved the purchase of materials and installation services with JC Communications for installation of fiber to connect the remaining 7 facilities to the city network.

November 14, 2023, City Council, at their regular meeting approved the Application, Conditions, and Permit to Make Attachments of Telephone/Television Cable Necessary Appurtenant Facilities with Guadalupe Valley Electric Cooperative (GVEC).

BACKGROUND:

The City has 6 of 14 facilities connected to the City's network via a dedicated fiber connection. Facilities currently connected via private fiber are City Hall, Police Department, Fire Station 1, City Hall Annex, Water Tower 3, and the YMCA. This fiber extension project will extend those connections to our Public Works, Animal Control, Fire Station 2, Fire Station 3, Water Tower 1, Water Tower 2, and Lift Station facilities. This dedicated connection is a "best practice" that will enhance facility connections providing for little to no downtime in inclement weather and will act as a layer of security against the threat landscape present in our current solutions.

The City officially began the fiber project in May 2022 with approval to purchase materials and installation services with JC Communications. Soon after we began, it was discovered that there would be additional costs paid to GVEC for their make-ready of the chosen path for this new fiber. Make-ready is the steps that GVEC has to take through pole replacement, electrical line moves, and/or hardware replacement to allow us to place our fiber on their poles. We received all estimates from GVEC via the engineering firm working with our partner JC Communications in February 2023. It was decided to move forward with the project in the FY24 budget cycle and we issued a purchase order to GVEC the end of November 2023 with GVEC beginning the work in January 2024. Between initial estimates received in February 2023 and purchase order issuance, we met with GVEC representatives to discuss the project and receive any updates and potential cost increases were not provided to the City at that time. Since the purchase Order (PO) that was issued in November 2023, GVEC states they have seen a 30% increase overall in labor and materials as noted in the table provided by the GVEC Project Coordinator.

	Estimate	Actual	Difference
Labor	\$233,838.12	\$304,424.33	\$70,586.21

Material	\$67,870.05	\$86,423.90	\$18,553.85
Total (includes \$21,212.85 in permit fees not captured in original PO)	\$301,708.17	\$390,848.23	\$89,140.06

Updated Total as of 8/1/2024	\$390,848.23	Original PO Amount	\$280,495.32
Current Paid Amount as of 8/1/2024	\$161,529.17	PO Amount Left	\$118,966.15
Remaining to be Invoiced	\$229,319.06	Additional Funding Needed	\$110,352.91

The requested funding will allow us to complete the remaining work necessary for GVEC and our partner, JC Communications, to provide fiber to our city facilities. Staff will continue to negotiate with GVEC to attempt to lower the cost of the make-ready project, but we have been advised by GVEC executive staff that what we received during the meetings prior to the issuance of the PO were "best" estimates and may not reflect the total cost of the entire project. As GVEC completes their work, they will perform what they refer to as a "true-up" to check for any additional costs they may have missed. This project is approximately 90% complete. Attached are the original estimates and fiber path for reference. At this time, the additional funding needed to reconcile the difference between the original estimates and the latest true-up is \$110,352.91. This new number includes GVEC's latest analysis of costs estimates associated with the project for the work already completed and work to be completed, as of August 1, 2024.

STAFF RECOMMENDATION:

Staff recommends approval of a change order with Guadalupe Valley Cooperative (GVEC) in the amount of \$110,352.91; authorizing the City Manager or his designee to execute the necessary documents and change order/purchase order.

FINANCIAL IMPACT:

The estimated change order/purchase amount of \$110,352.91 for increased "make-ready" costs will be funded with available Public, Educational, Governmental (PEG) Funds and ARPA fund savings made available with our Finance Director Anna Miranda. PEG Funding is authorized for use to fund capital assets/improvement projects that are associated with the operation of the public, educational, and governmental television channel. The addition of fiber to our public facilities extends a dedicated and stable connection from those facilities to our network and AV/PEG channel production system located in City Hall, which will be used to share pertinent City related information in our city facilities. ARPA funds will contribute \$15,000.00 while the PEG Fund will contribute \$95,352.91.

MOTION(S):

To approve a change order with Guadalupe Valley Electric Cooperative (GVEC) in the amount of \$110,352.91; authorizing the City Manager or his designee to execute the necessary documents and change order/purchase order.

Attachments

[FiberPathMap.pdf](#)

[GVECMakeReadyEstimates.pdf](#)



Application, Conditions and Permit to Make Attachments of Telephone/Television Cable Necessary Appurtenant Facilities

Permit No. 3092-C0001 Application Exchange: _____

In accordance with the terms of our agreement dated 5/17/2017, application is hereby made for permission to make attachment of television/telephone facilities to 50 of your poles in and in the vicinity FM 78 at the locations shown on the sketch attached.

City of Cibolo

Tracy Beekman

Licensee

Date: 11/16/22

CONDITIONS:

In order to provide space on the poles set forth above, it will be necessary for the Guadalupe Valley Electric Cooperative, Inc. to make the following changes in its distribution system:

The approximate cost of doing this work, which is chargeable against you, is \$37,265.85. If this meets with your approval, please indicate your acceptance in the space provided. After receipt of your acceptance, we will proceed to make such changes, billing you for the cost thereof upon completion of the work.

ACCEPTED:

GVEC

By: _____

Date: _____

City of Cibolo

By: _____

Date: _____

PERMIT:

Permission is hereby granted Licensee to make attachments to the poles at the locations set forth in the above application provided the following conditions are met:

1. Proper clearance must be maintained between City of Cibolo's facilities and GVEC's facilities as set forth in the NESC.
2. Proper ground clearance must be maintained on City of Cibolo's facilities as set forth in the NESC.
3. City of Cibolo must add guy wires and anchors on all angles and dead-ends.
4. Were all property owners notified and all right-of-way easements obtained for these facilities?

Yes No

By: _____
Eric Mattix – Project Coordinator

Date: _____

Make Ready (Poles 1-45, 300-305)

SHEET INDEX	
Sheet Number	Sheet Title
1	COVER
2	DETAILS
3	AERIAL DESIGN PLAN 3
4	AERIAL DESIGN PLAN 4
5	AERIAL DESIGN PLAN 5
6	AERIAL DESIGN PLAN 6
7	AERIAL DESIGN PLAN 7



CITY OF CIBOLO
JC COMMUNICATIONS
3092-C0001
DARK FIBER EXPANSION

PROJECT INFORMATION:

STREET ADDRESS:
 MAIN STREET
 CIBOLO, TEXAS

CONTRACTOR:
 JC COMMUNICATIONS
 13425 WIRE RD
 LEANDER, TX 78641
 MIKE.R@JCCOM.NET
 512-801-4843

OWNER:
 TRAVIS TBEERMAN
 CITY OF CIBOLO
 200 SOUTH MAIN STREET
 CIBOLO, TX 78108
 TBEERMAN@CIBOLOTX.GOV
 210-858-3241

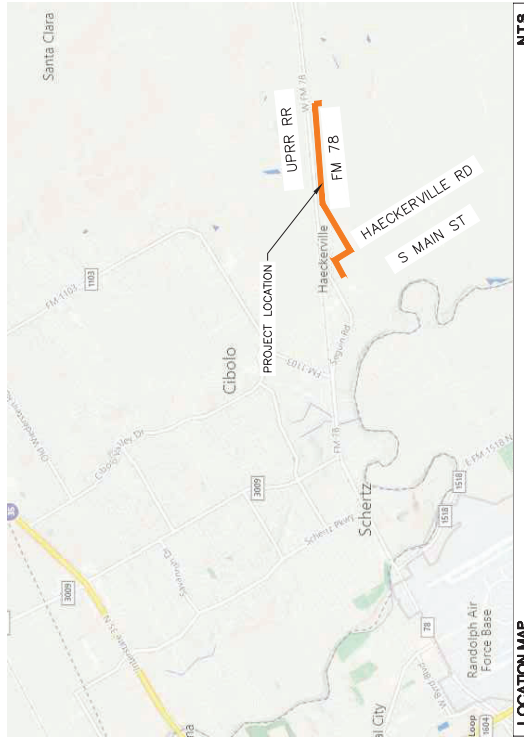
CONTACT:
 BRENT GURLEY
 LJA ENGINEERING, INC
 2700 LA FRONTERA, SUITE 150
 ROUND ROCK, TX 78681
 BGURLEY@LJA.COM
 512-439-4738

SUBMITTAL PREPARED BY:



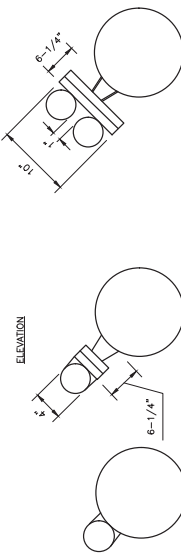
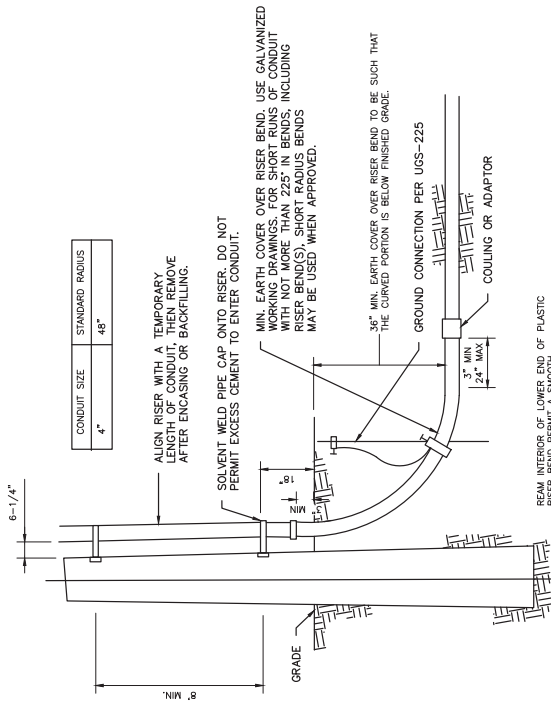
7500 BALDWIN BLVD., STE. 150
 ARLING, TEXAS 78715
 (512) 439-4738
 TBPE FIRM REGISTRATION: F-1386

CONTACT:
 SHARPT COWELL, PE
 PHOENIX, AZ
 (512) 439-4717



LOCATION MAP

NTS



- NOTES:
1. STAND-OFF BRACKET ARE ALWAYS REQUIRED FOR ALL PRIMARY CONDUITS REGARDLESS OF THE SIZE AND QUANTITY.
 2. STAND-OFF BRACKETS ARE ONLY SPECIFIED FOR SECONDARY OR COMMUNICATION CONDUIT RISERS GREATER THAN OR EQUAL TO 3" AND WHEN INSTALLING TWO OR MORE CONDUIT RISERS.
 3. STAND-OFF BRACKETS ARE NOT TO BE INSTALLED FOR STREETLIGHT OR TRAFFIC SERVICES REGARDLESS OF NUMBER OF CONDUIT RISERS.
 4. THE SECOND STANDOFF BRACKET MUST BE 8' ABOVE THE NEAREST CLIMBABLE OBJECT TO THE POLE.

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF THE PUBLIC RECORD ACT UNDER THE AUTHORITY OF: STUART CORWELL DATE: 10/11/2021 PROJECT NUMBER: 186674 IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

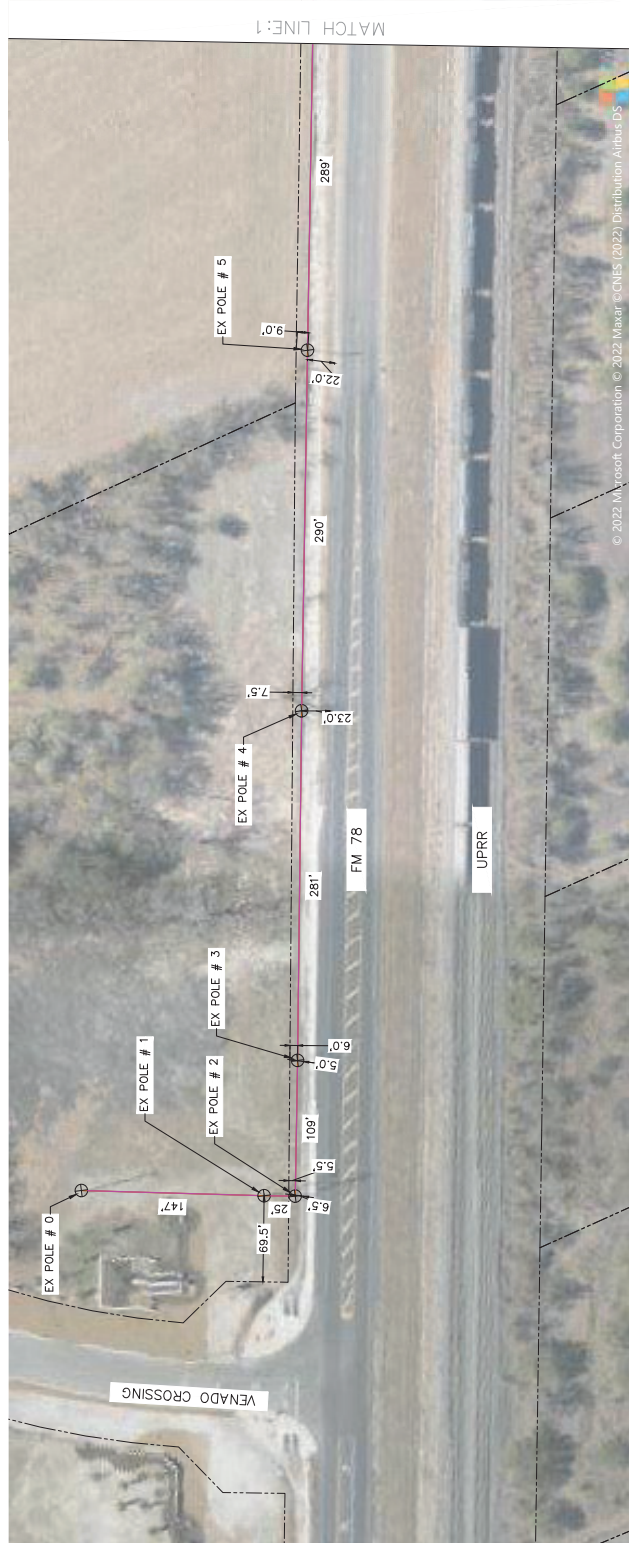


JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DETAILS	
DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 2 OF 7
DATE: 10-18-2022	PAGE: 2



N
↑

HORIZONTAL SCALE : 1" = 100'

0 25 50 100

LEGEND:

- EXISTING ROW
- PROF OVERHEAD
- PROF OVERLASH
- PROF ANCHOR
- PROF SLACK SPAN
- PROF SLACK LOOPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES:

- POLE LINE MAY BE LOCATED IN THE CENTER OF THE EXISTING UTILITY AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEY WORK PERFORMED.
- POLE LINE MAY BE LOCATED IN THE CENTER OF THE EXISTING UTILITY AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEY WORK PERFORMED.

N
↑

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF A PUBLIC HEARING ONLY UNDER THE AUTHORITY OF:

STUART CORWELL
DATE: 10/11/2021
186674

IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

AERIAL DESIGN PLAN 3

JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 3 OF 7
DATE: 10/18/2022	PAGE: 3



N
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LEGEND:

- EXISTING ROW
- PROP OVERHEAD
- PROP OVERLASH
- PROP ANCHOR
- PROP SLACK SPAN
- PROP SLACK LOOPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES:

- POLE LINE MAY BE LOCATED IN ANY POSITION WITHIN THE EXISTING UTILITY AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, INFORMATION, AND FIELD SURVEY WORK PERFORMED.
- POLE LINE MAY BE LOCATED IN ANY POSITION WITHIN THE EXISTING UTILITY AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, INFORMATION, AND FIELD SURVEY WORK PERFORMED.

N
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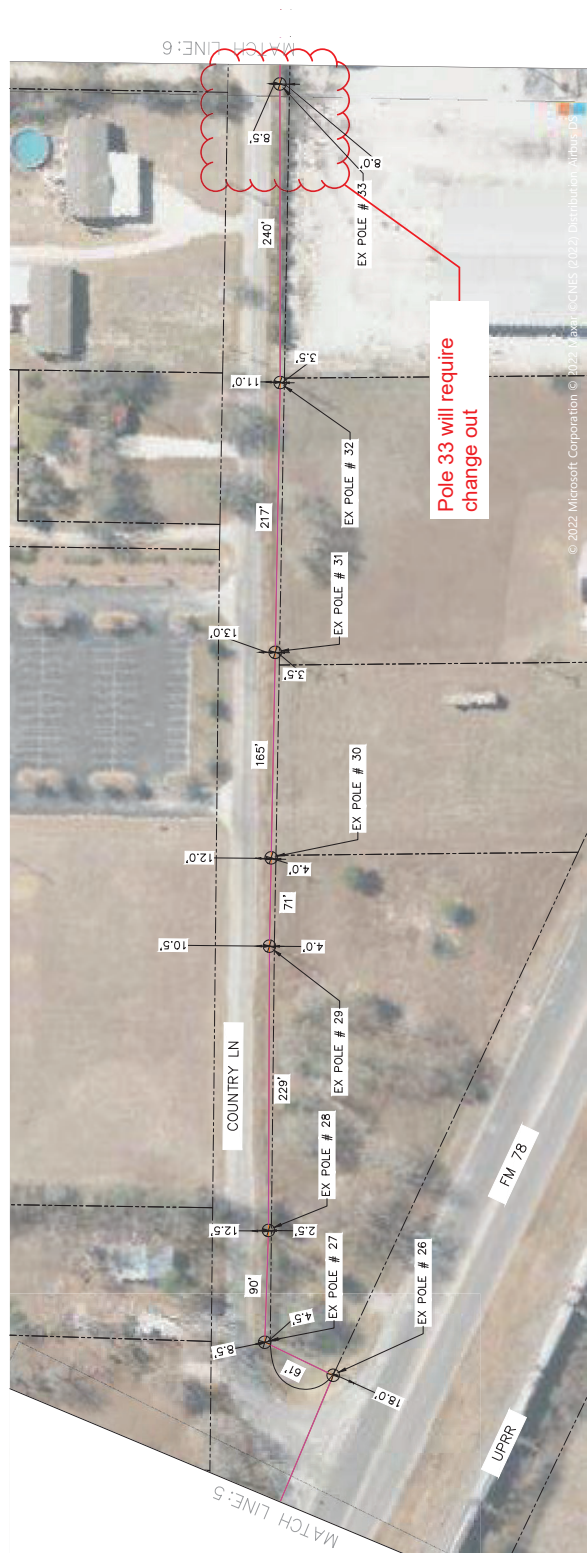
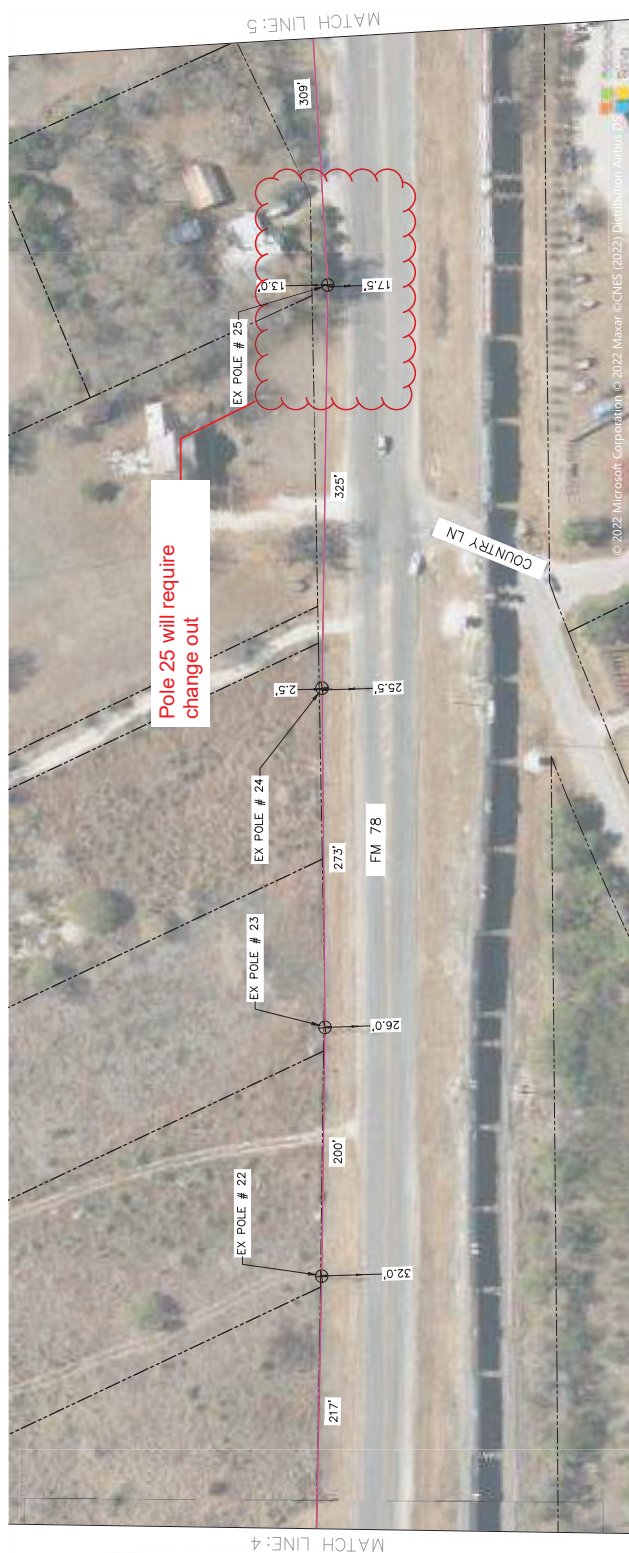
THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF THE PERMITTING PROCESS UNDER THE AUTHORITY OF:
STUART CORWELL
DATE: 10/17/2021
IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

AERIAL DESIGN PLAN 4

DESIGN BY:	LV	CHECKED BY:	LV
DRAWN BY:	LV	APPROVED BY:	SC
PROJECT NO:	3092-C0001	SHEET:	4 OF 7
DATE:	10/18/2022	PAGE:	4



N
↑
A
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Z
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LEGEND:

- EXISTING ROW
- PROF OVERHEAD
- PROF OVERLASH
- PROF ANCHOR
- PROF SLACK SPAN
- PROF SLACK PROPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES:

- POLE LINE MAY BE LOCATED IN THE CENTER OF THE RIGHT-OF-WAY.
- EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, UTILITY DATA, AND FIELD SURVEY. FIELD SURVEY OR SURVEY WORK PERFORMED.

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF CONTRACT ADMINISTRATION UNDER THE AUTHORITY OF:
 STUART CORRELL
 DATE: 10/11/2021
 IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

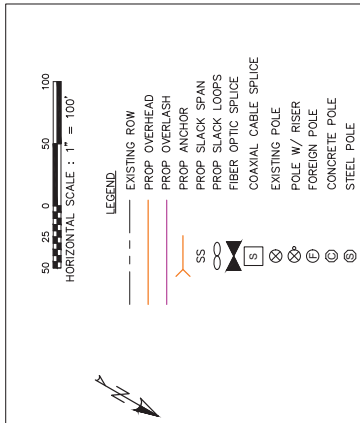
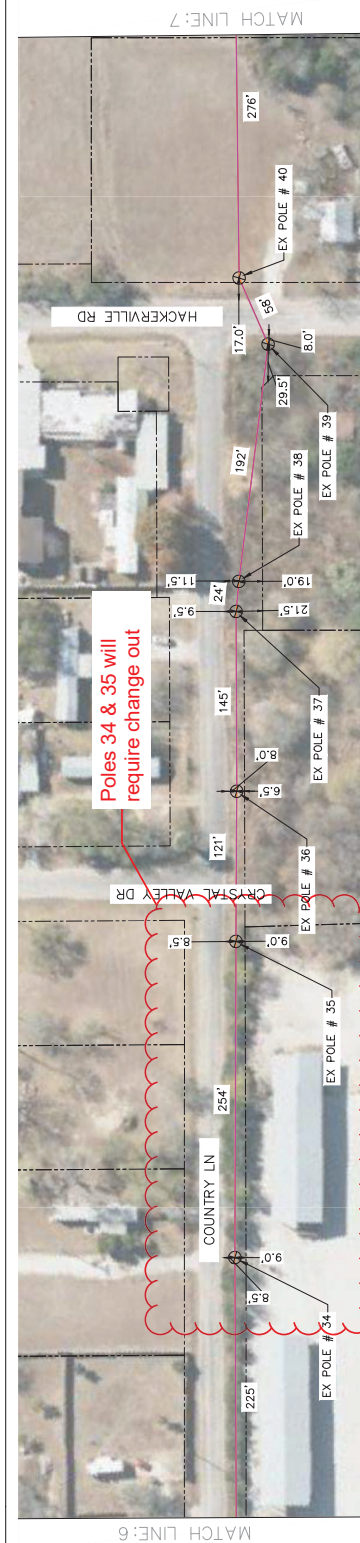


LJA TELECOM

JC COMMUNICATIONS
 CITY OF CIBOLO
 DARK FIBER EXPANSION

AERIAL DESIGN PLAN 5

DESIGN BY:	LV	CHECKED BY:	LV
DRAWN BY:	LV	APPROVED BY:	SC
PROJECT NO:	3092-C0001	SHEET:	5 OF 7
DATE:	10/18/2022	PAGE:	5



NOTES

- POLE LINE MAY BE LOCATED IN THE CENTERLINE OF THE EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEY WORK PERFORMED.

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF AN ANTIDISCRIMINATION UNDER THE AUTHORITY OF:

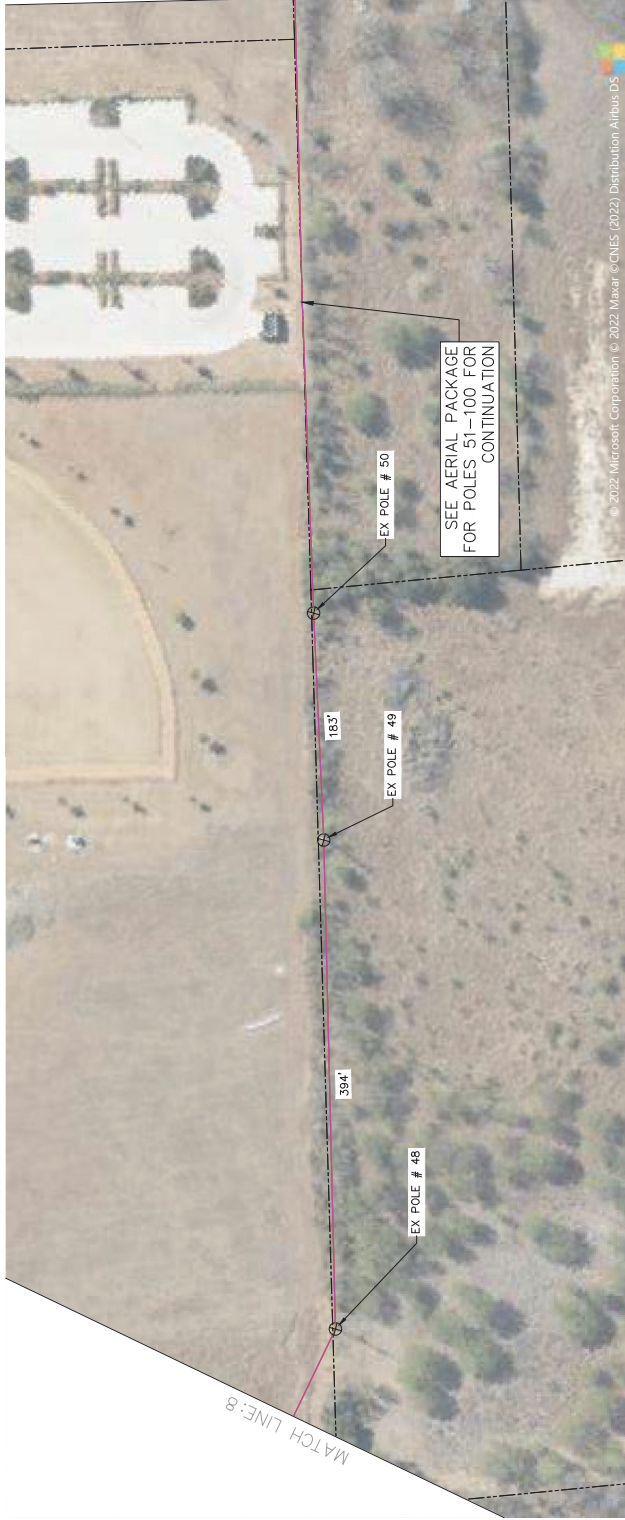
STUART CORWELL
 TITLE: PROJECT MANAGER
 DATE: 10/11/2021
 IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.



JC COMMUNICATIONS
 CITY OF CIBOLO
 DARK FIBER EXPANSION

AERIAL DESIGN PLAN 6

DESIGN BY: LV
 CHECKED BY: LV
 DRAWN BY: LV
 APPROVED BY: SC
 PROJECT NO: 3092-C0001
 SHEET: 6 OF 7
 DATE: 10/18/2022
 PAGE: 6



- LEGEND:**
- EXISTING ROW
 - PROF OVERHEAD
 - PROF OVERLASH
 - PROF ANCHOR
 - PROF SLACK SPAN
 - PROF SLACK LOOPS
 - FIBER OPTIC SPLICE
 - COAXIAL CABLE SPLICE
 - EXISTING POLE
 - POLE W/ RISER
 - FOREIGN POLE
 - CONCRETE POLE
 - STEEL POLE

NOTES

1. POLE LINE MAY BE LOCATED IN THE CENTER OF THE ROW.
2. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEY WORK PERFORMED.

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF ANTICIPATING PERMITS UNDER THE AUTHORITY OF:
 STUART CORWELL
 DATE: 10/11/2022
 IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.



JC COMMUNICATIONS
 CITY OF CIBOLO
 DARK FIBER EXPANSION

AERIAL DESIGN PLAN 7

DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 7 OF 7
DATE: 10/18/2022	PAGE: 7

Application, Conditions and Permit to Make Attachments of Telephone/Television Cable Necessary Appurtenant Facilities

Permit No. 3092-C0001 Application Exchange: _____

In accordance with the terms of our agreement dated 5/17/2017, application is hereby made for permission to make attachment of television/telephone facilities to 50 of your poles in and in the vicinity S Main St at the locations shown on the sketch attached.

City of Cibolo

Tracy Beekman

Licensee

Date: 11/16/22

CONDITIONS:

In order to provide space on the poles set forth above, it will be necessary for the Guadalupe Valley Electric Cooperative, Inc. to make the following changes in its distribution system:

The approximate cost of doing this work, which is chargeable against you, is \$46,788.75. If this meets with your approval, please indicate your acceptance in the space provided. After receipt of your acceptance, we will proceed to make such changes, billing you for the cost thereof upon completion of the work.

ACCEPTED:

City of Cibolo

GVEC

By: _____

By: _____

Date: _____

Date: _____

PERMIT:

Permission is hereby granted Licensee to make attachments to the poles at the locations set forth in the above application provided the following conditions are met:

1. Proper clearance must be maintained between City of Cibolo's facilities and GVEC's facilities as set forth in the NESC.
2. Proper ground clearance must be maintained on City of Cibolo's facilities as set forth in the NESC.
3. City of Cibolo must add guy wires and anchors on all angles and dead-ends.
4. Were all property owners notified and all right-of-way easements obtained for these facilities?

Yes No

By: _____
Eric Mattix – Project Coordinator

Date: _____

Make Ready (Poles 51-100)

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	DETAILS
3	AERIAL DESIGN PLAN 3
4	AERIAL DESIGN PLAN 4
5	AERIAL DESIGN PLAN 5
6	AERIAL DESIGN PLAN 6



CITY OF CIBOLO
JC COMMUNICATIONS
3092-C0001
DARK FIBER EXPANSION

PROJECT INFORMATION:

STREET ADDRESS:
 MAIN STREET
 CIBOLO, TEXAS

CONTRACTOR:
 JC COMMUNICATIONS
 13425 WIRE RD
 LEANDER, TX 78841
 MIKE.R@JCCOMM.NET
 512-301-4843

OWNER:
 TONY BEEKMAN
 CITY OF CIBOLO
 200 SOUTH MAIN STREET
 CIBOLO, TX 78108
 TBEEKMAN@CIBOLOTX.GOV
 210-858-3241

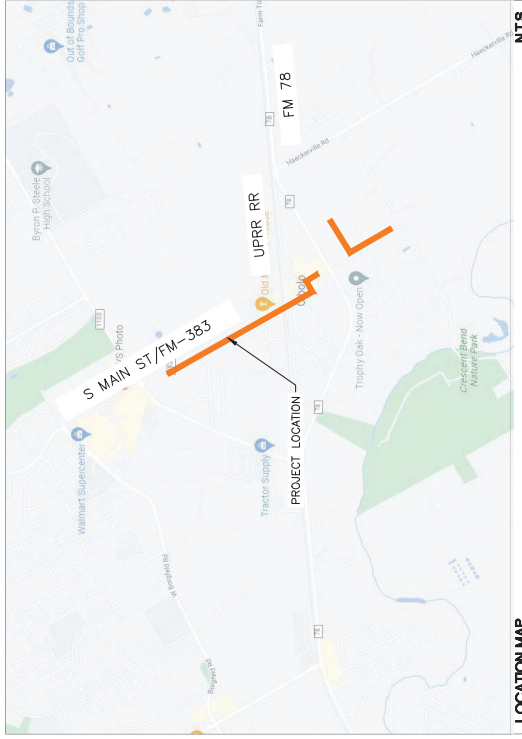
CONTACT:
 BRENT GURLEY
 LJA ENGINEERING, INC
 2700 LA FRONTERA, SUITE 150
 ROUND ROCK, TX 78681
 B.GURLEY@LJA.COM
 512-439-4738

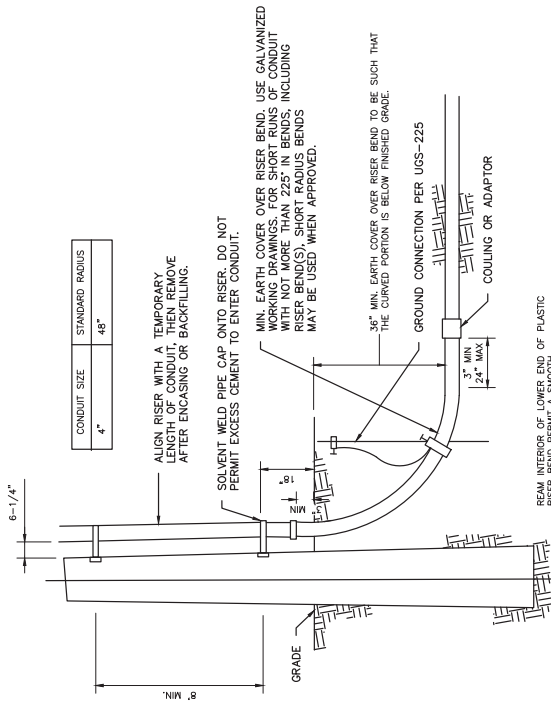
SUBMITTAL PREPARED BY:



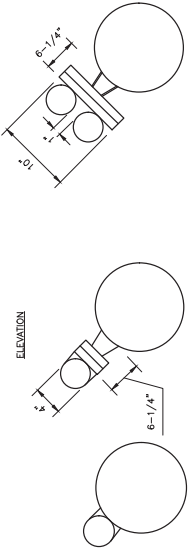
7500 BALDU BLVD, STE 150
 AUSTIN, TEXAS 78755
 (512) 439-4738
 TBPE FIRM REGISTRATION: F-1386

CONTACT:
 SHARPT CONELL, PE
 PHOENIX, ARIZONA
 (512) 439-4717





REAR INTERIOR OF LOWER END OF PLASTIC RISER BEND PERMIT A SMOOTH TRANSITION FROM THE CONDUIT TO THE RISER.



FLUSH MOUNTED BRACKET MOUNTED MULTIPLE BRACKET MOUNTED

NOTES:

1. STAND-OFF BRACKET ARE ALWAYS REQUIRED FOR ALL PRIMARY CONDUITS REGARDLESS OF THE SIZE AND QUANTITY.
2. STAND-OFF BRACKETS ARE ONLY SPECIFIED FOR SECONDARY OR COMMUNICATION CONDUIT RISERS GREATER THAN OR EQUAL TO 3" AND WHEN INSTALLING TWO OR MORE CONDUIT RISERS.
3. STAND-OFF BRACKETS ARE NOT TO BE INSTALLED FOR STREETLIGHT OR TRAFFIC SERVICES REGARDLESS OF NUMBER OF CONDUIT RISERS.
4. THE SECOND STANDOFF BRACKET MUST BE 8' ABOVE THE NEAREST CLIMBABLE OBJECT TO THE POLE.

DETAILS

DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 2 OF 6
DATE: 10-28-2022	PAGE: 2

JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION





- LEGEND:**
- EXISTING ROW
 - PROF. OVERHEAD
 - PROF. OVERLASH
 - PROF. ANCHOR
 - PROF. SLACK SPAN
 - PROF. SLACK SPAN
 - FIBER OPTIC SPLICE
 - COAXIAL CABLE SPLICE
 - EXISTING POLE
 - POLE W/ RISER
 - FOREIGN POLE
 - CONCRETE POLE
 - STEEL POLE

- NOTES**
1. POLE LINE MAY BE LOCATED IN AREAS NOT SHOWN ON EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY. FIELD SURVEY OR SURVEY WORK PERFORMED.



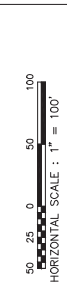
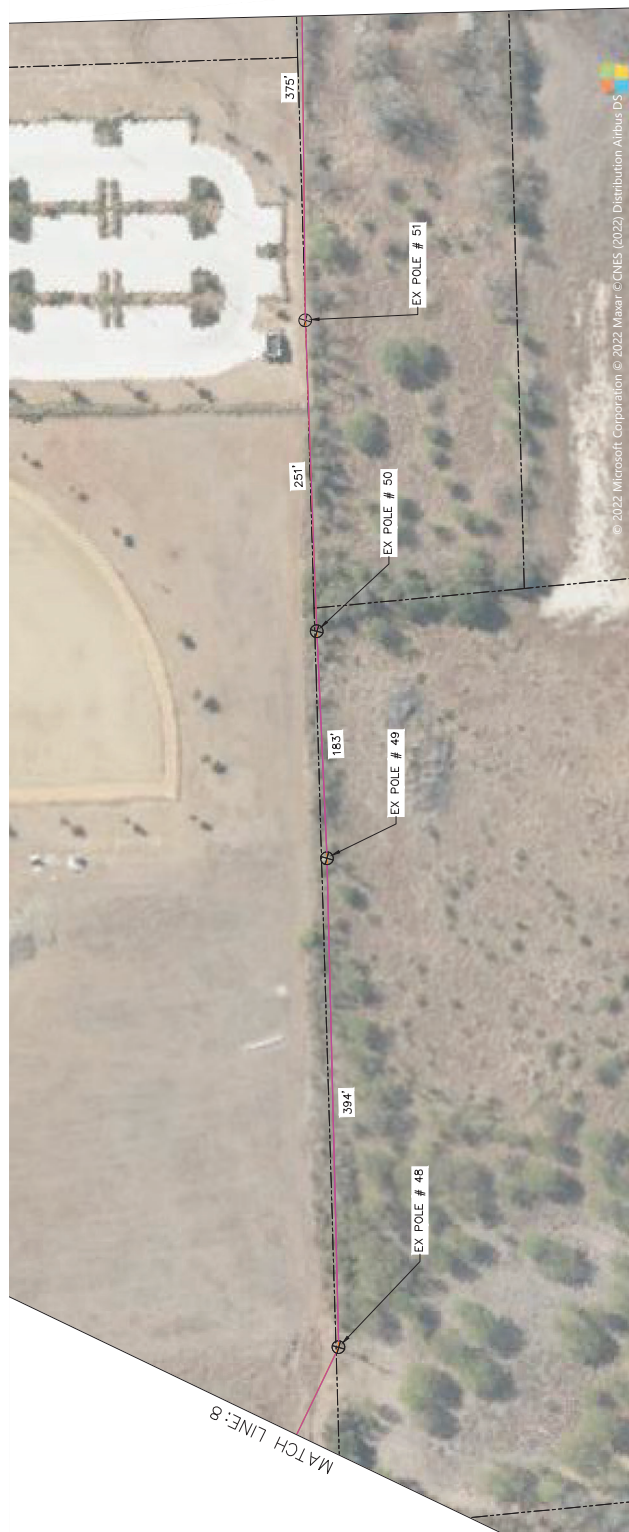
JC Communications
EST. 2004



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

AERIAL DESIGN PLAN 3

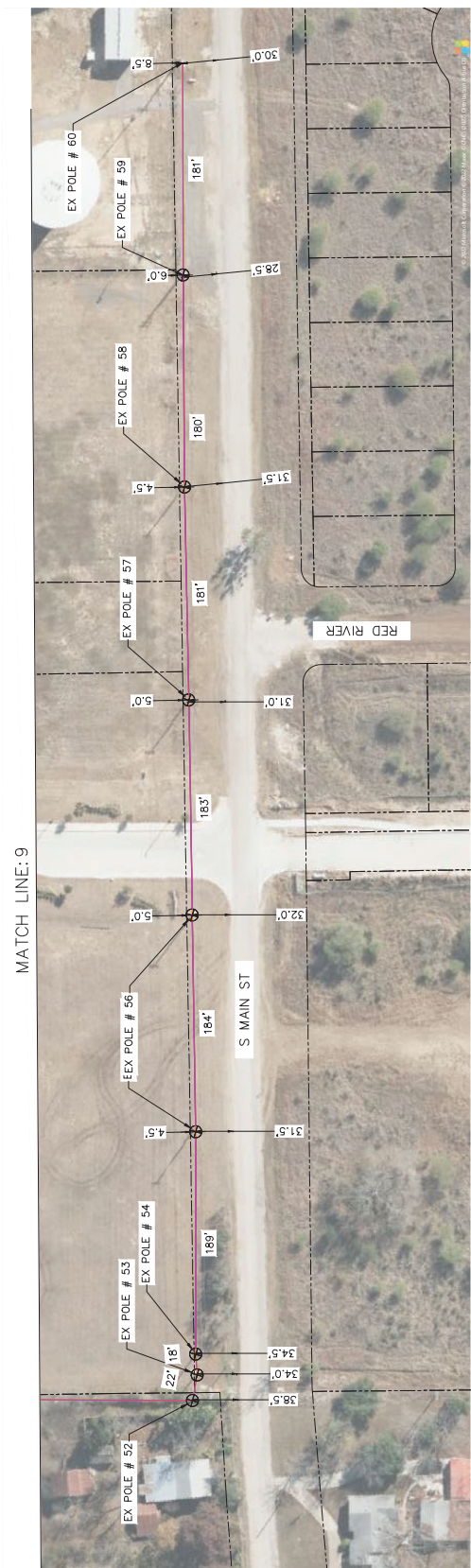
DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-00001	SHEET: 3 OF 6
DATE: 10-28-2022	PAGE: 3



- LEGEND:**
- EXISTING ROW
 - PROP OVERHEAD
 - PROP OVERLASH
 - PROP ANCHOR
 - PROP SLACK SPAN
 - PROP SLACK LOOPS
 - FIBER OPTIC SPLICE
 - COAXIAL CABLE SPLICE
 - EXISTING POLE
 - POLE W/ RISER
 - FOREIGN POLE
 - CONCRETE POLE
 - STEEL POLE

NOTES

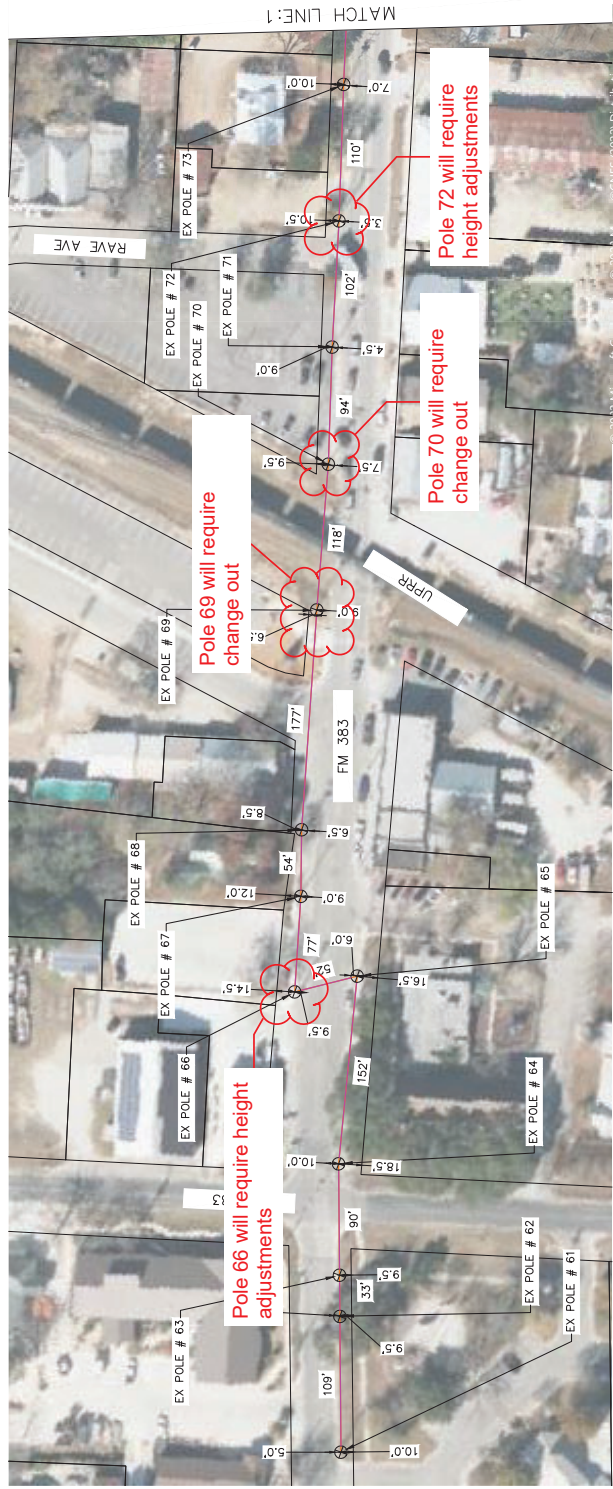
- POLE LINE MAY BE LOCATED IN AREAS WITH UNDEVELOPED EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY. FIELD SURVEY OR SURVEY WORK PERFORMED.



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

AERIAL DESIGN PLAN 4

DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 4 OF 6
DATE: 10-28-2022	PAGE: 4



50 25 0 50 100
HORIZONTAL SCALE : 1" = 100'

LEGEND:

- EXISTING ROW
- PROP OVERHEAD
- PROP OVERLASH
- PROP ANCHOR
- PROP SLACK SPAN
- PROP SLACK LOOPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES

- POLE LINE MAY BE LOCATED IN THE CENTER OF THE ROW AND EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY DATA. NO FIELD SURVEY WORK PERFORMED.



JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

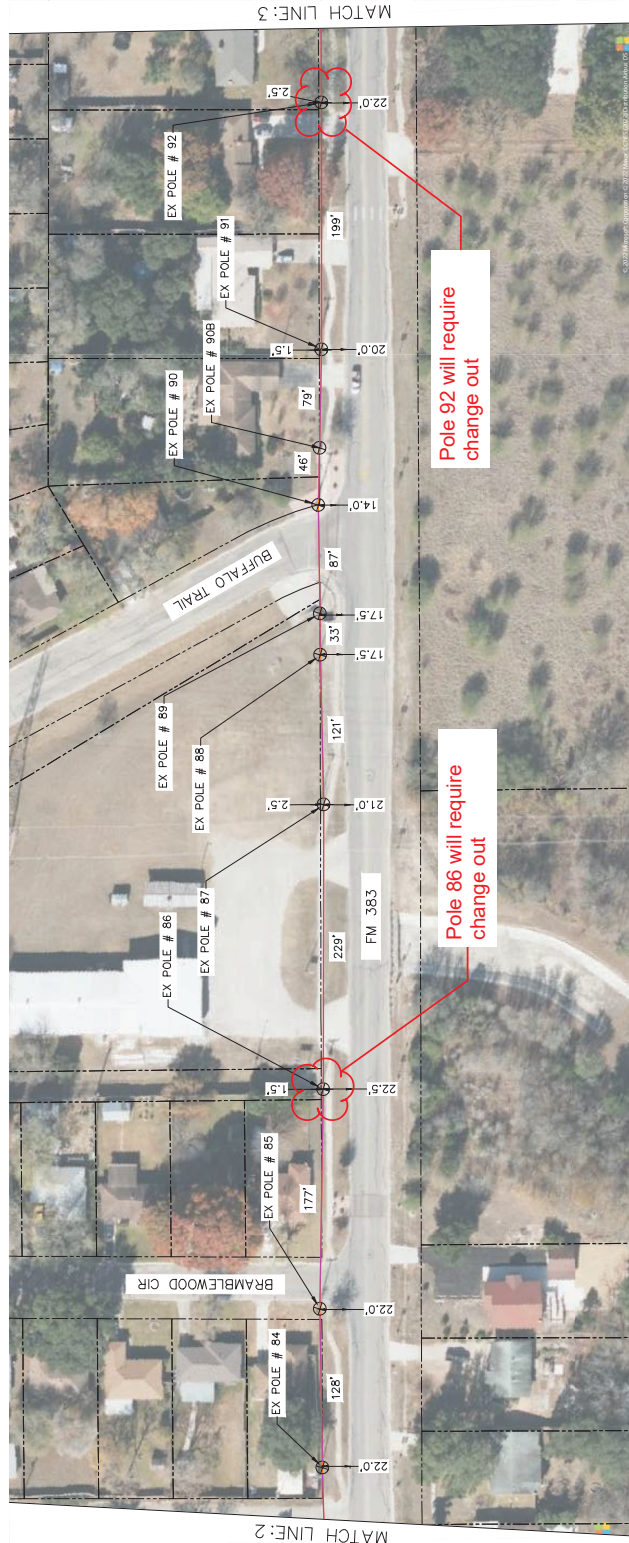
DESIGN BY:	LV	CHECKED BY:	LV
DRAWN BY:	LV	APPROVED BY:	SC
PROJECT NO:	3092-00001	SHEET:	5 OF 6
DATE:	10-28-2022	PAGE:	5



- LEGEND:**
- EXISTING ROW
 - PROP OVERHEAD
 - PROP OVERLASH
 - PROP ANCHOR
 - PROP SLACK SPAN
 - PROP SLACK LOOPS
 - FIBER OPTIC SPLICE
 - COAXIAL CABLE SPLICE
 - EXISTING POLE
 - POLE W/ RISER
 - FOREIGN POLE
 - CONCRETE POLE
 - STEEL POLE

NOTES

1. POLE LINE MAY BE LOCATED IN THE CENTER OF THE RIGHT-OF-WAY.
2. PROPERTY LINES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY. FIELD SURVEY OR SURVEY WORK PERFORMED.



JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DESIGN BY:	LV	CHECKED BY:	LV
DRAWN BY:	LV	APPROVED BY:	SC
PROJECT NO:	3092-C0001	SHEET:	6 OF 6
DATE:	10-28-2022	PAGE:	6

Application, Conditions and Permit to Make Attachments of Telephone/Television Cable Necessary Appurtenant Facilities

Permit No. 3092-C0001 Application Exchange: _____

In accordance with the terms of our agreement dated 5/17/2017, application is hereby made for permission to make attachment of television/telephone facilities to 50 of your poles in and in the vicinity County Road 383 at the locations shown on the sketch attached.

City of Cibolo

Tracy Beekman

Licensee

Date: 11/16/22

CONDITIONS:

In order to provide space on the poles set forth above, it will be necessary for the Guadalupe Valley Electric Cooperative, Inc. to make the following changes in its distribution system:

The approximate cost of doing this work, which is chargeable against you, is \$92,046.12. If this meets with your approval, please indicate your acceptance in the space provided. After receipt of your acceptance, we will proceed to make such changes, billing you for the cost thereof upon completion of the work.

ACCEPTED:

City of Cibolo

GVEC

By: _____

By: _____

Date: _____

Date: _____

PERMIT:

Permission is hereby granted Licensee to make attachments to the poles at the locations set forth in the above application provided the following conditions are met:

1. Proper clearance must be maintained between City of Cibolo's facilities and GVEC's facilities as set forth in the NESC.
2. Proper ground clearance must be maintained on City of Cibolo's facilities as set forth in the NESC.
3. City of Cibolo must add guy wires and anchors on all angles and dead-ends.
4. Were all property owners notified and all right-of-way easements obtained for these facilities?

Yes No

By: _____
Eric Mattix – Project Coordinator

Date: _____

Make Ready (Poles 101-150)

SHEET INDEX	
Sheet Number	Sheet Title
1	COVER
2	DETAILS
3	AERIAL DESIGN PLAN 3
4	AERIAL DESIGN PLAN 4
5	AERIAL DESIGN PLAN 5
6	AERIAL DESIGN PLAN 6



CITY OF CIBOLO
JC COMMUNICATIONS
3092-C0001
DARK FIBER EXPANSION

PROJECT INFORMATION:

STREET ADDRESS:
 ONE GREEN ROAD TO GREEN VALLEY RD
 CIBOLO, TEXAS

CONTRACTOR:
 J.C. COMMUNICATIONS
 13425 WIRE RD
 LEANDER, TX 78641
 MIKE.R@JCCOMM.NET
 512-301-4843

OWNER:
 TONY BEEKMAN
 CITY OF CIBOLO
 200 SOUTH MAIN STREET
 CIBOLO, TX 78108
 TBECKMAN@CIBOLOTX.GOV
 210-858-3241

CONTACT:
 BRENT GURLEY
 LJA ENGINEERING, INC
 2700 LA FRONTERA, SUITE 150
 ROUND ROCK, TX 78681
 BGURLEY@LJA.COM
 512-439-4738

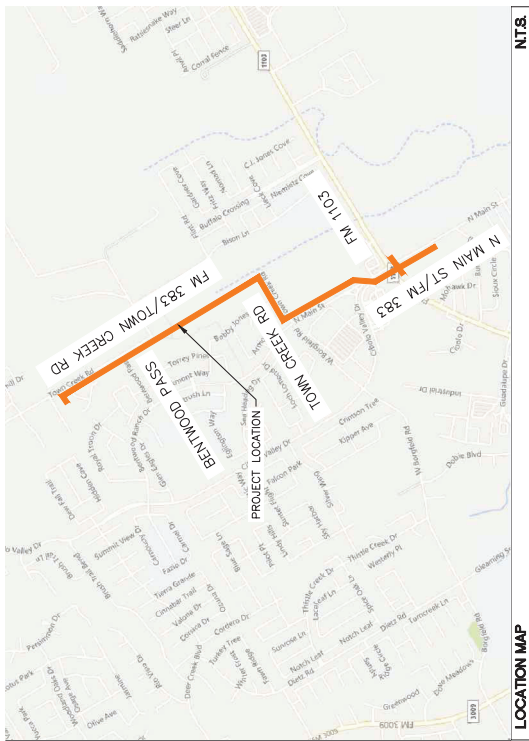
SUBMITTAL PREPARED BY:



7500 BALDWIN BLVD, STE. 150
 AUSTIN, TEXAS 78715
 (512) 439-4738
 TBPE FIRM REGISTRATION: F-1386

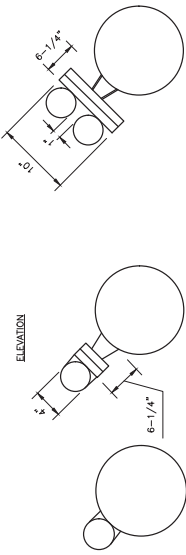
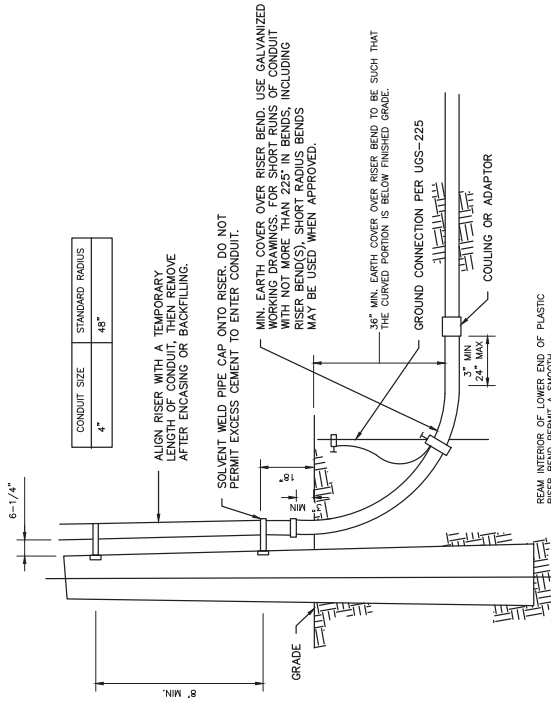
CONTACT:
 SHARON CONNELL, PE
 PHON: (512) 439-4777

8,061 LF NEW BUILD FOC



LOCATION MAP

NTS



FLUSH MOUNTED BRACKET MOUNTED MULTIPLE BRACKET MOUNTED

NOTES:

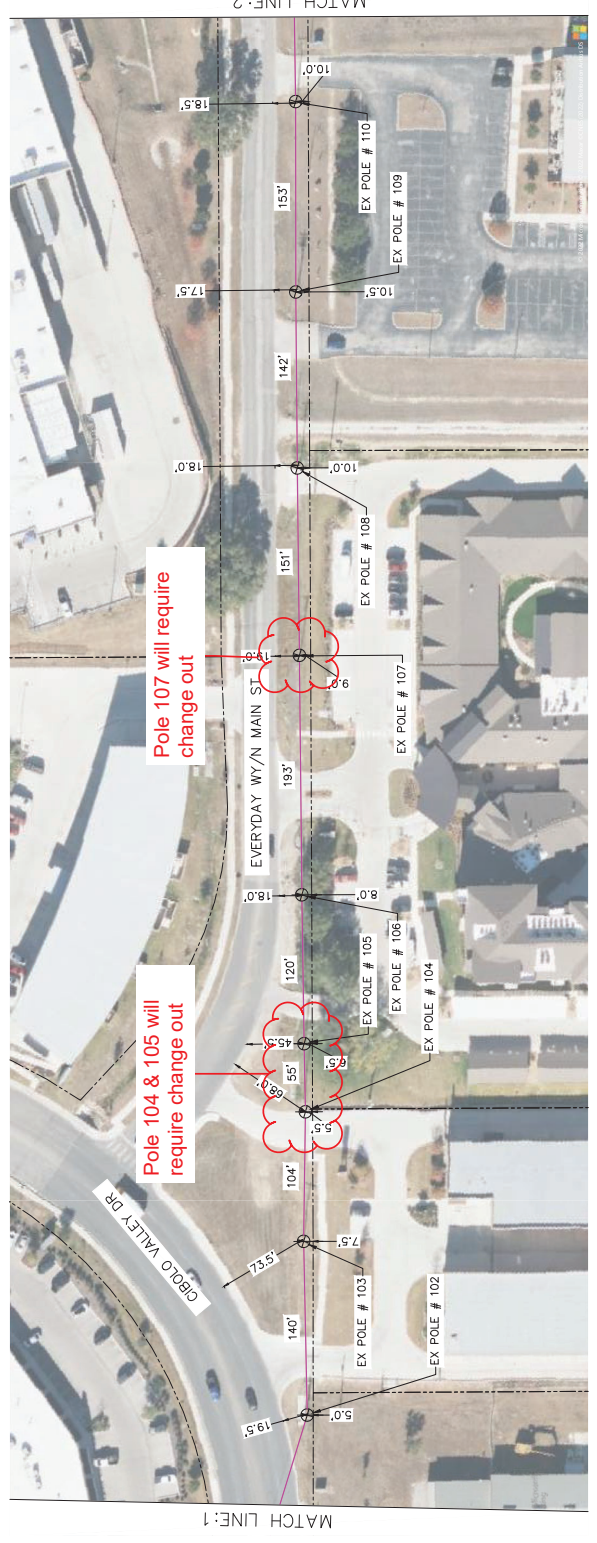
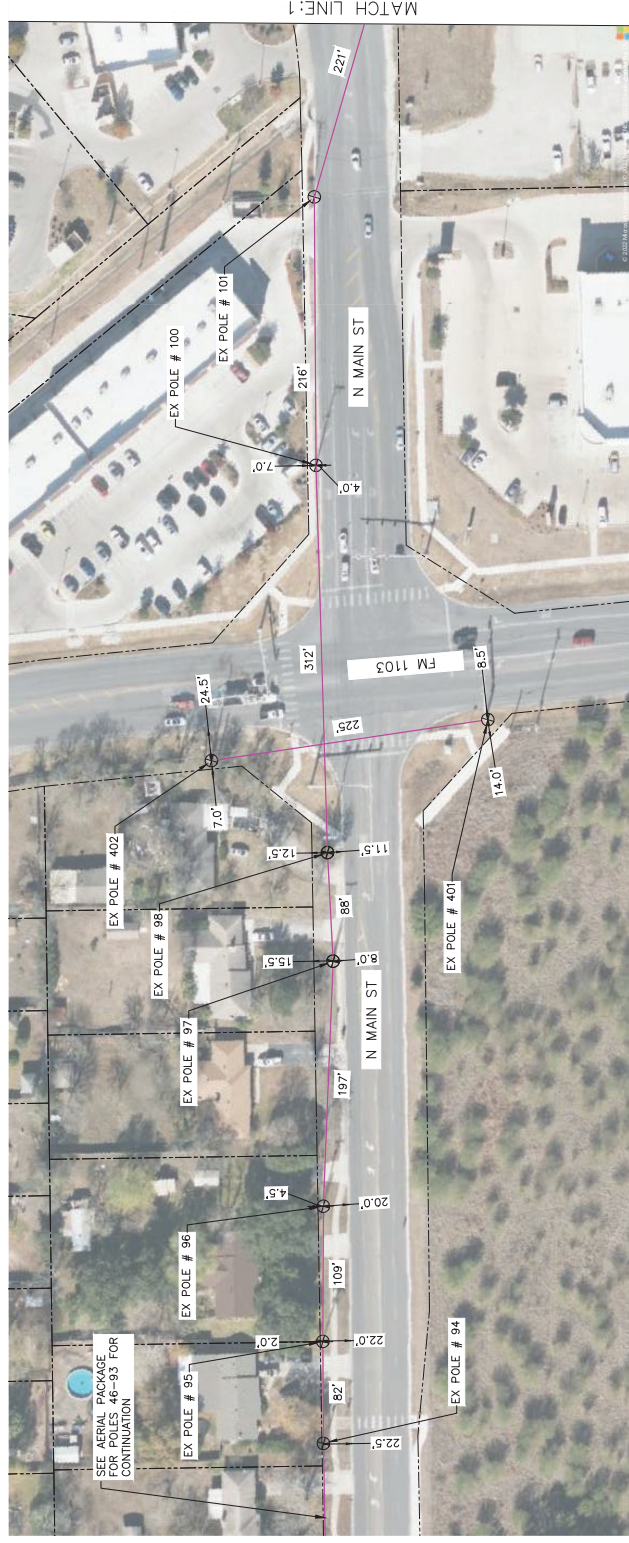
1. STAND-OFF BRACKET ARE ALWAYS REQUIRED FOR ALL PRIMARY CONDUITS REGARDLESS OF THE SIZE AND QUANTITY.
2. STAND-OFF BRACKETS ARE ONLY SPECIFIED FOR SECONDARY OR COMMUNICATION CONDUIT RISERS GREATER THAN OR EQUAL TO 3" AND WHEN INSTALLING TWO OR MORE CONDUIT RISERS.
3. STAND-OFF BRACKETS ARE NOT TO BE INSTALLED FOR STREETLIGHT OR TRAFFIC SERVICES REGARDLESS OF NUMBER OF CONDUIT RISERS.
4. THE SECOND STANDOFF BRACKET MUST BE 8' ABOVE THE NEAREST CLIMBABLE OBJECT TO THE POLE.



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DETAILS

DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 2 OF 7
DATE: 11/2/2022	PAGE: 2



HORIZONTAL SCALE: 1" = 100'

LEGEND:

- EXISTING ROW
- PROP OVERHEAD
- PROP OVERLASH
- PROP ANCHOR
- PROP SLACK SPAN
- PROP SLACK LOOPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES:

- POLE LINE MAY BE LOCATED IN THE CENTER OF THE ROW.
- EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEYING. FIELD SURVEY WORK PERFORMED.

JC Communications EST. 2001

LJA TELECOM

JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

AERIAL DESIGN PLAN 3

DESIGN BY: LV
CHECKED BY: LV
DRAWN BY: LV
APPROVED BY: SC
PROJECT NO: 3092-00001
SHEET: 3 OF 7
DATE: 11/2/2022
PAGE: 3

Application, Conditions and Permit to Make Attachments of Telephone/Television Cable Necessary Appurtenant Facilities

Permit No. 3092-C0001 Application Exchange: _____

In accordance with the terms of our agreement dated 5/17/2017, application is hereby made for permission to make attachment of television/telephone facilities to 50 of your poles in and in the vicinity County Road 376 at the locations shown on the sketch attached.

City of Cibolo

Tracy Beekman

Licensee

Date: 11/16/22

CONDITIONS:

In order to provide space on the poles set forth above, it will be necessary for the Guadalupe Valley Electric Cooperative, Inc. to make the following changes in its distribution system:

The approximate cost of doing this work, which is chargeable against you, is \$ 74,449.55. If this meets with your approval, please indicate your acceptance in the space provided. After receipt of your acceptance, we will proceed to make such changes, billing you for the cost thereof upon completion of the work.

ACCEPTED:

City of Cibolo

GVEC

By: _____

By: _____

Date: _____

Date: _____

PERMIT:

Permission is hereby granted Licensee to make attachments to the poles at the locations set forth in the above application provided the following conditions are met:

1. Proper clearance must be maintained between City of Cibolo's facilities and GVEC's facilities as set forth in the NESC.
2. Proper ground clearance must be maintained on City of Cibolo's facilities as set forth in the NESC.
3. City of Cibolo must add guy wires and anchors on all angles and dead-ends.
4. Were all property owners notified and all right-of-way easements obtained for these facilities?

Yes No

By: _____
Eric Mattix – Project Coordinator

Date: _____

Make Ready (Poles 201-250)



CITY OF CIBOLO
JC COMMUNICATIONS
3092-C0001
DARK FIBER EXPANSION

SHEET INDEX	
Sheet Number	Sheet Title
1	COVER
2	DETAILS
3	AERIAL DESIGN PLAN 3
4	AERIAL DESIGN PLAN 4
5	AERIAL DESIGN PLAN 5
6	AERIAL DESIGN PLAN 6

PROJECT INFORMATION:

STREET ADDRESS:
 GREEN VALLEY RD
 CIBOLO, TEXAS

CONTRACTOR:
 J.C. COMMUNICATIONS
 13425 WIRE RD
 LEANDER, TX 78641
 MIKE.R@JCCOMM.NET
 512-301-4843

OWNER:
 DWAYNE BEEKMAN
 CITY OF CIBOLO
 210 SOUTH MAIN STREET
 CIBOLO, TX 78108
 TBEEKMAN@CIBOLOTX.GOV
 210-858-3241

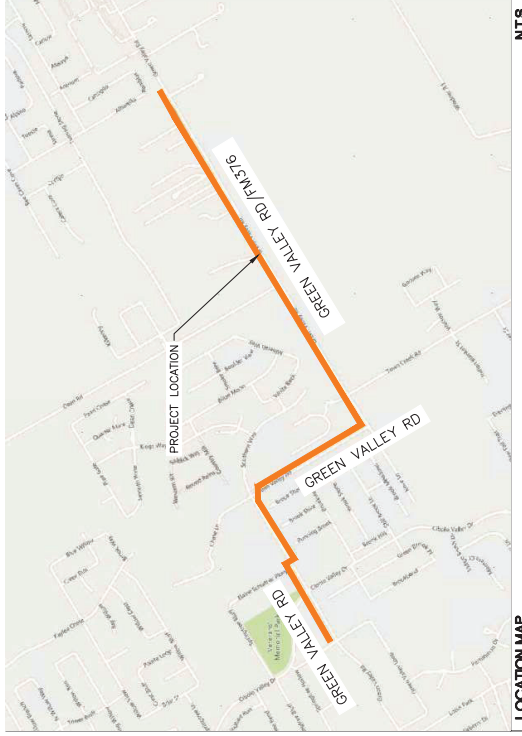
CONTACT:
 BRENT GURLEY
 LJA ENGINEERING, INC
 2700 LA FRONTERA, SUITE 150
 ROUND ROCK, TX 78681
 B.GURLEY@LJA.COM
 512-439-4736

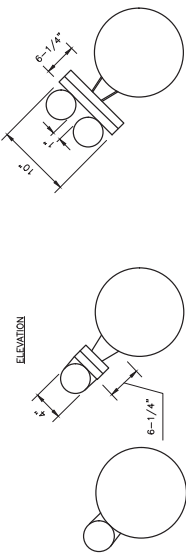
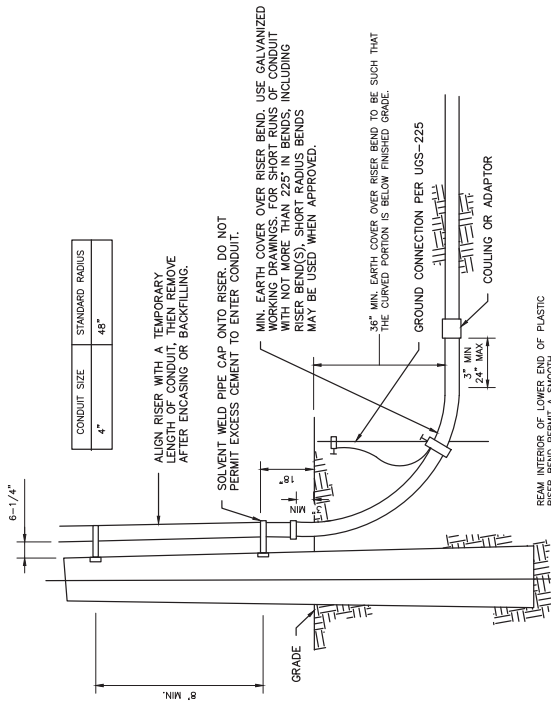
SUBMITTAL PREPARED BY:



7560 BALDWIN BLVD, STE. 150
 AUSTIN, TEXAS 78755
 (512) 439-4736
 TBPE FIRM REGISTRATION: F-1386

CONTACT:
 GREGORY CONNELL, PE
 PHON: (512) 439-4717





- NOTES:
1. STAND-OFF BRACKET ARE ALWAYS REQUIRED FOR ALL PRIMARY CONDUITS REGARDLESS OF THE SIZE AND QUANTITY.
 2. STAND-OFF BRACKETS ARE ONLY SPECIFIED FOR SECONDARY OR COMMUNICATION CONDUIT RISERS GREATER THAN OR EQUAL TO 3" AND WHEN INSTALLING TWO OR MORE CONDUIT RISERS.
 3. STAND-OFF BRACKETS ARE NOT TO BE INSTALLED FOR STREETLIGHT OR TRAFFIC SERVICES REGARDLESS OF NUMBER OF CONDUIT RISERS.
 4. THE SECOND STANDOFF BRACKET MUST BE 8' ABOVE THE NEAREST CLIMBABLE OBJECT TO THE POLE.

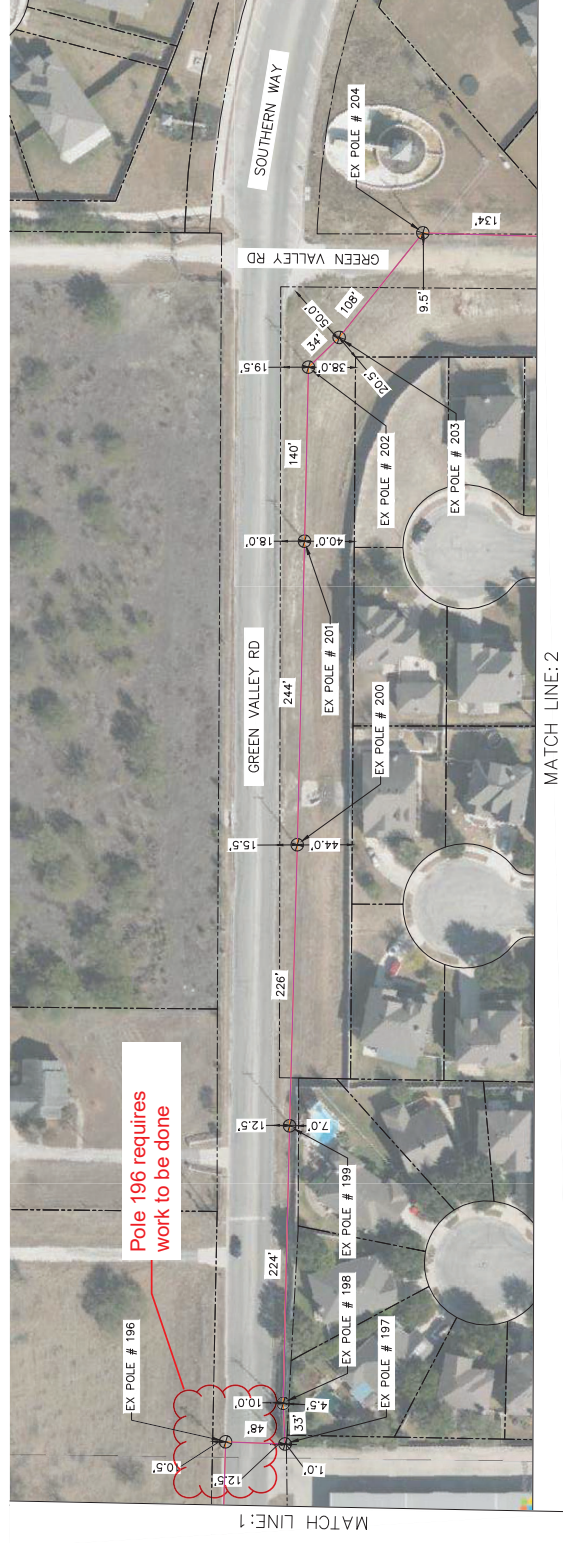
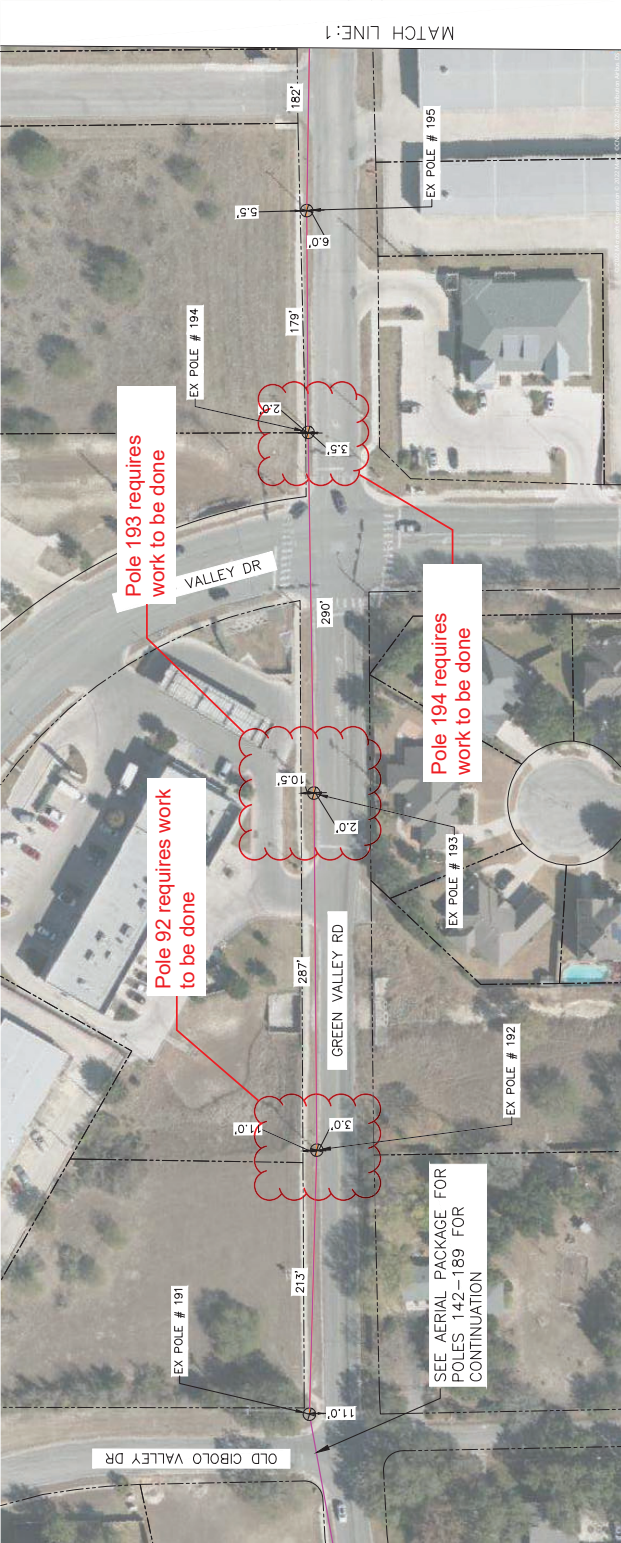


JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DETAILS	
DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 2 OF 6
DATE: 11-04-2022	PAGE: 2



HORIZONTAL SCALE: 1" = 100'

LEGEND:

- EXISTING ROW
- PROP OVERHEAD
- PROP OVERLASH
- PROP ANCHOR
- PROP SLACK SPAN
- PROP SLACK LOOPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES:

- POLE LINE MAY BE LOCATED IN ANY AREA WITHIN THE EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY DATA. NO FIELD SURVEY WORK PERFORMED.

CITY OF CIBOLO TEXAS

JC Communications EST. 2001

LJA TELECOM

JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

AERIAL DESIGN PLAN 3

DESIGN BY:	LV	CHECKED BY:	LV
DRAWN BY:	LV	APPROVED BY:	SC
PROJECT NO:	3092-C0001	SHEET:	3 OF 6
DATE:	11-04-2022	PAGE:	3



50 25 0 50 100
HORIZONTAL SCALE : 1" = 100'

LEGEND:
 --- EXISTING ROW
 --- PROF OVERHEAD
 --- PROF OVERLASH
 --- PROF ANCHOR
 --- PROF SLACK SPAN
 --- PROF SLACK LOOPS
 --- FIBER OPTIC SPLICE
 --- COAXIAL CABLE SPLICE
 --- EXISTING POLE
 --- POLE W/ RISER
 --- FOREIGN POLE
 --- CONCRETE POLE
 --- STEEL POLE

NOTES:
 1. POLE LINE MAY BE LOCATED IN ANY PLACE WITHIN THE EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEY DATA. FIELD SURVEY WORK PERFORMED.

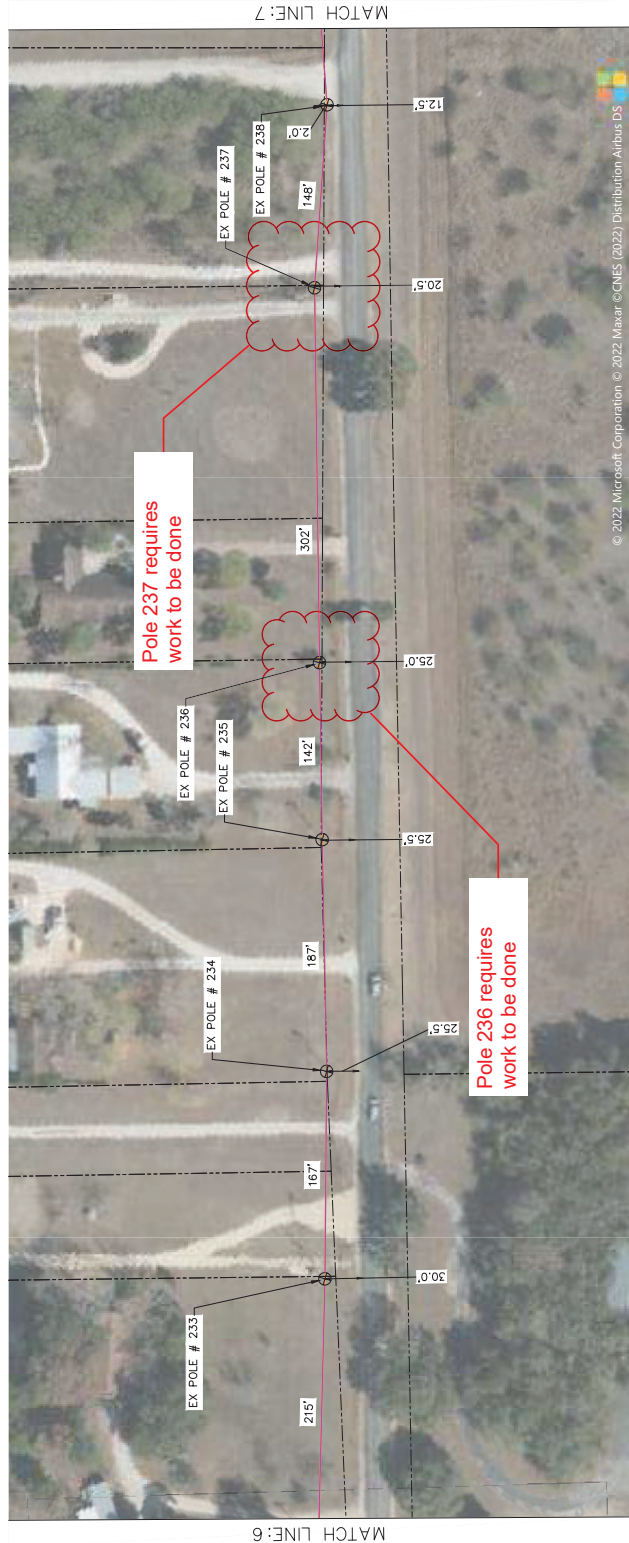


JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DESIGN BY: LV	CHECKED BY: LV	AERIAL DESIGN PLAN 5
DRAWN BY: LV	APPROVED BY: SC	
PROJECT NO: 3092-00001	SHEET: 5 OF 6	
DATE: 11-04-2022	PAGE:	5



LEGEND:

- EXISTING ROW
- PROF OVERHEAD
- PROF OVERLASH
- PROF ANCHOR
- PROF SLACK SPAN
- PROF SLACK PROPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES

1. POLE LINE MAY BE LOCATED IN EXISTING UTILITY AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY DATA. FIELD SURVEY WORK PERFORMED.

HORIZONTAL SCALE: 1" = 100'



JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DESIGN BY: LV		CHECKED BY: LV		AERIAL DESIGN PLAN 6	
DRAWN BY: LV		APPROVED BY: SC		PROJECT NO: 3092-00001	
DATE: 11-04-2022		SHEET: 6 OF 6		PAGE: 6	

Application, Conditions and Permit to Make Attachments of Telephone/Television Cable Necessary Appurtenant Facilities

Permit No. 3092-C0001 Application Exchange: _____

In accordance with the terms of our agreement dated 5/17/2017, application is hereby made for permission to make attachment of television/telephone facilities to 50 of your poles in and in the vicinity FM-1103 at the locations shown on the sketch attached.

City of Cibolo

Tracy Beekman

Licensee

Date: 11/16/22

CONDITIONS:

In order to provide space on the poles set forth above, it will be necessary for the Guadalupe Valley Electric Cooperative, Inc. to make the following changes in its distribution system:

The approximate cost of doing this work, which is chargeable against you, is \$29,945.05. If this meets with your approval, please indicate your acceptance in the space provided. After receipt of your acceptance, we will proceed to make such changes, billing you for the cost thereof upon completion of the work.

ACCEPTED:

_____ City of Cibolo _____

GVEC

By: _____

By: _____

Date: _____

Date: _____

PERMIT:

Permission is hereby granted Licensee to make attachments to the poles at the locations set forth in the above application provided the following conditions are met:

1. Proper clearance must be maintained between City of Cibolo's facilities and GVEC's facilities as set forth in the NESC.
2. Proper ground clearance must be maintained on City of Cibolo's facilities as set forth in the NESC.
3. City of Cibolo must add guy wires and anchors on all angles and dead-ends.
4. Were all property owners notified and all right-of-way easements obtained for these facilities?

Yes No

By: _____
Eric Mattix – Project Coordinator

Date: _____

Make Ready (Poles 251-311)

SHEET INDEX	
Sheet Number	Sheet Title
1	COVER
2	DETAILS
3	AERIAL DESIGN PLAN 3
4	AERIAL DESIGN PLAN 4
5	AERIAL DESIGN PLAN 5
6	AERIAL DESIGN PLAN 6
7	AERIAL DESIGN PLAN 7



CITY OF CIBOLO

JC COMMUNICATIONS

3092-C0001

DARK FIBER EXPANSION

PROJECT INFORMATION:

STREET ADDRESS:
HELMAN RD & FM 1103
CIBOLO, TEXAS

CONTRACTOR:
J.C. COMMUNICATIONS
13425 WIRE RD
LEANDER, TX 78641
MIKE.R@JCCOMM.NET
512-301-4843

OWNER:
DANNY BEEKMAN
CITY OF CIBOLO
200 SOUTH MAIN STREET
CIBOLO, TX 78108
TBEEKMAN@CIBOLOTX.GOV
210-858-3241

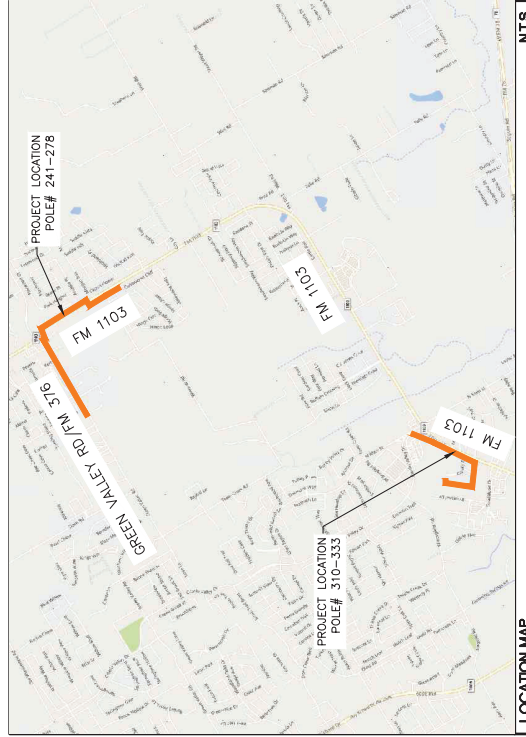
CONTACT:
BRENT GURLEY
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
B.GURLEY@LJA.COM
512-439-4738

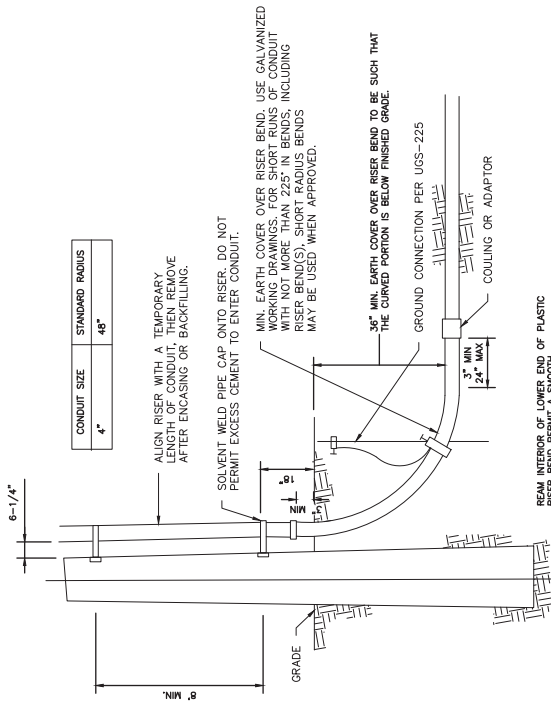
SUBMITTAL PREPARED BY:



7569 BALDU BLVD, STE 150
ARLINGTON, TEXAS 76010
(512) 439-4738
TXBE FIRM REGISTRATION: F-1386

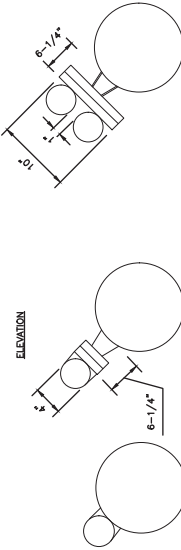
CONTACT:
GREGORY CONNELL, PE
PH: (512) 439-4717





ELEVATION

REAR INTERIOR OF LOWER END OF PLASTIC RISER BEND PERMIT A SMOOTH TRANSITION FROM THE CONDUIT TO THE RISER.



FLUSH MOUNTED BRACKET MOUNTED MULTIPLE BRACKET MOUNTED

- NOTES:
1. STAND-OFF BRACKET ARE ALWAYS REQUIRED FOR ALL PRIMARY CONDUITS REGARDLESS OF THE SIZE AND QUANTITY.
 2. STAND-OFF BRACKETS ARE ONLY SPECIFIED FOR SECONDARY OR COMMUNICATION CONDUIT RISERS (GREATER THAN OR EQUAL TO 3" AND WHEN INSTALLING TWO OR MORE CONDUIT RISERS).
 3. STAND-OFF BRACKETS ARE NOT TO BE INSTALLED FOR STREETLIGHT OR TRAFFIC SERVICES REGARDLESS OF NUMBER OF CONDUIT RISERS.
 4. THE SECOND STANDOFF BRACKET MUST BE 8' ABOVE THE NEAREST CLIMBABLE OBJECT TO THE POLE.



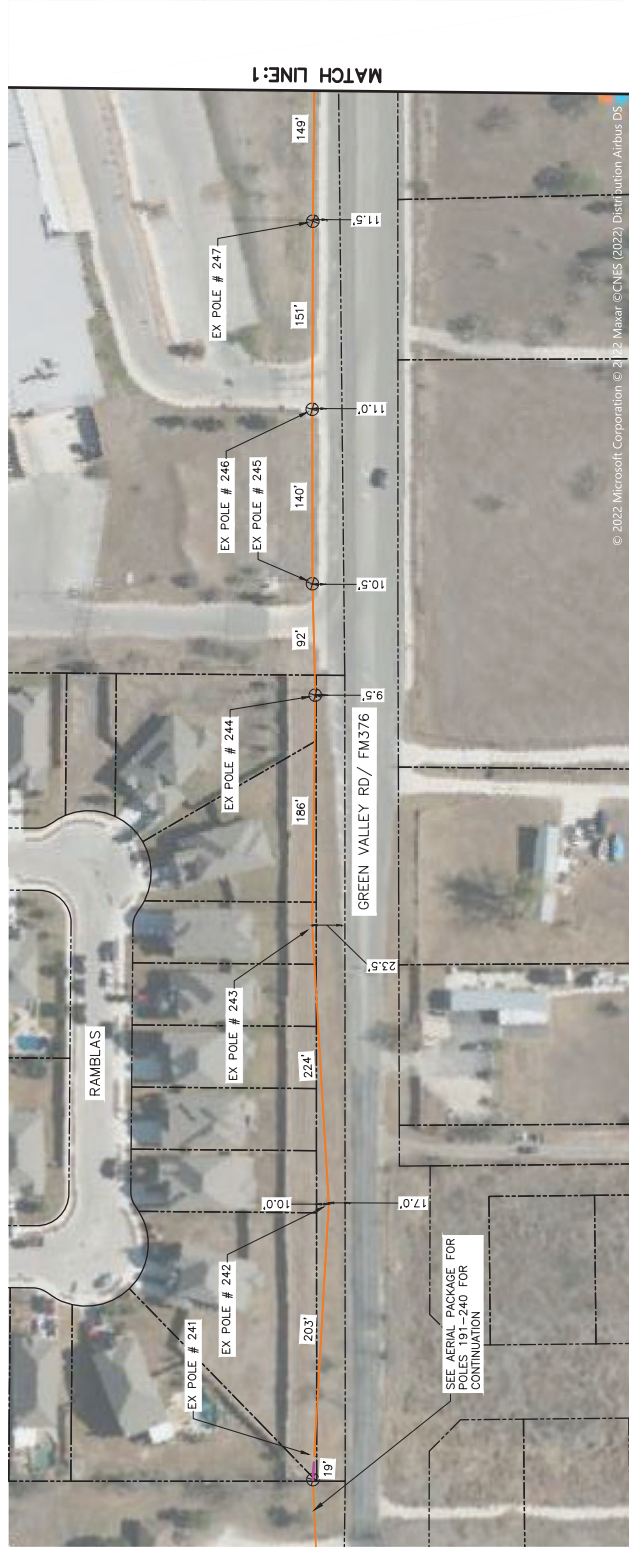
JC Communications
EST. 2001



LJA TELECOM
JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DETAILS

DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 2 OF 5
DATE: 11/4/2022	PAGE: 2



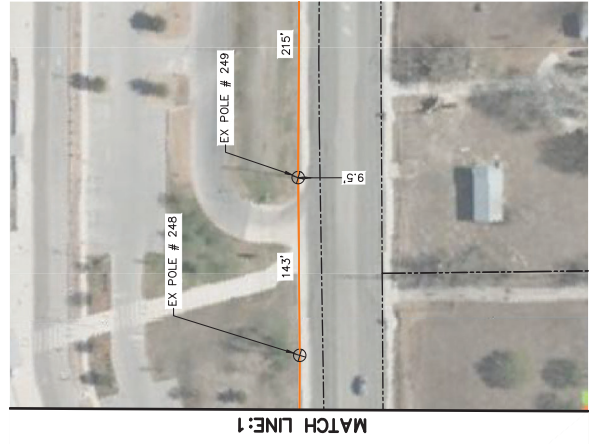
LEGEND:

- EXISTING ROW
- PROF OVERHEAD
- PROF OVERLASH
- PROF ANCHOR
- PROF SLACK SPAN
- PROF SLACK LOOPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES

1. POLE LINE MAY BE LOCATED IN EXISTING UTILITY AND ROW
2. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEYING DATA. FIELD SURVEY WORK PERFORMED.

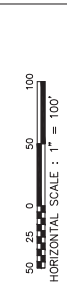
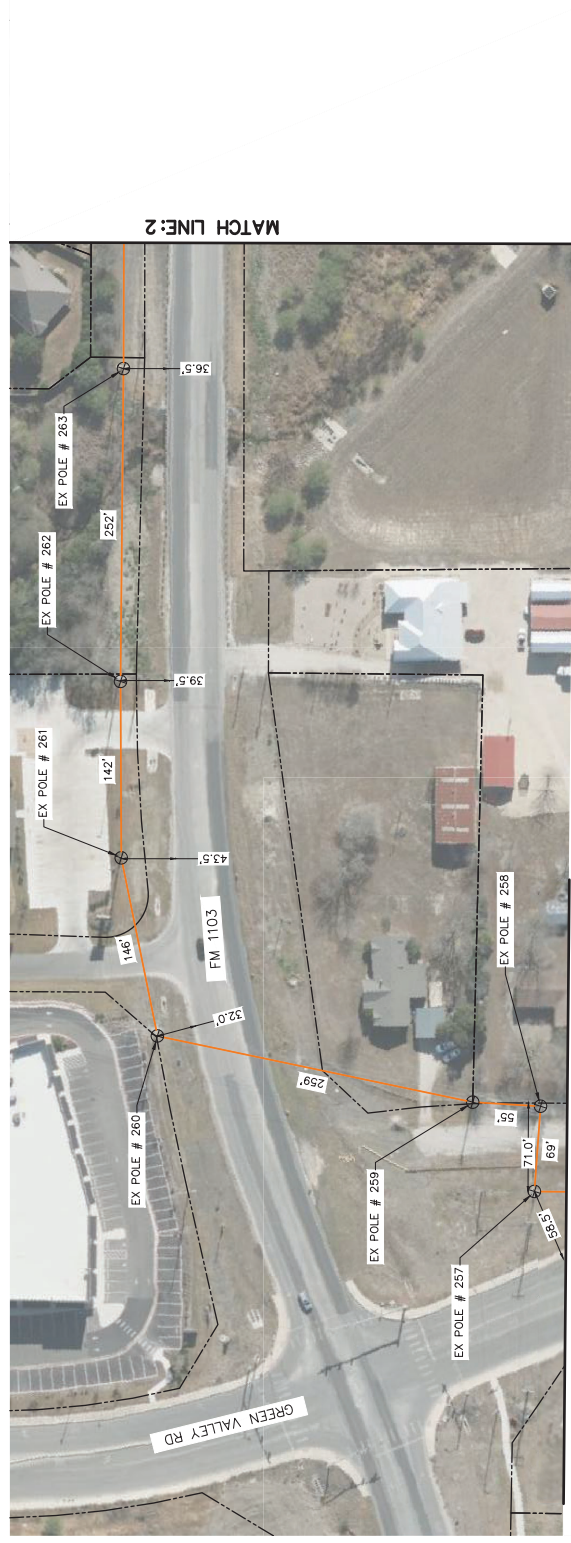
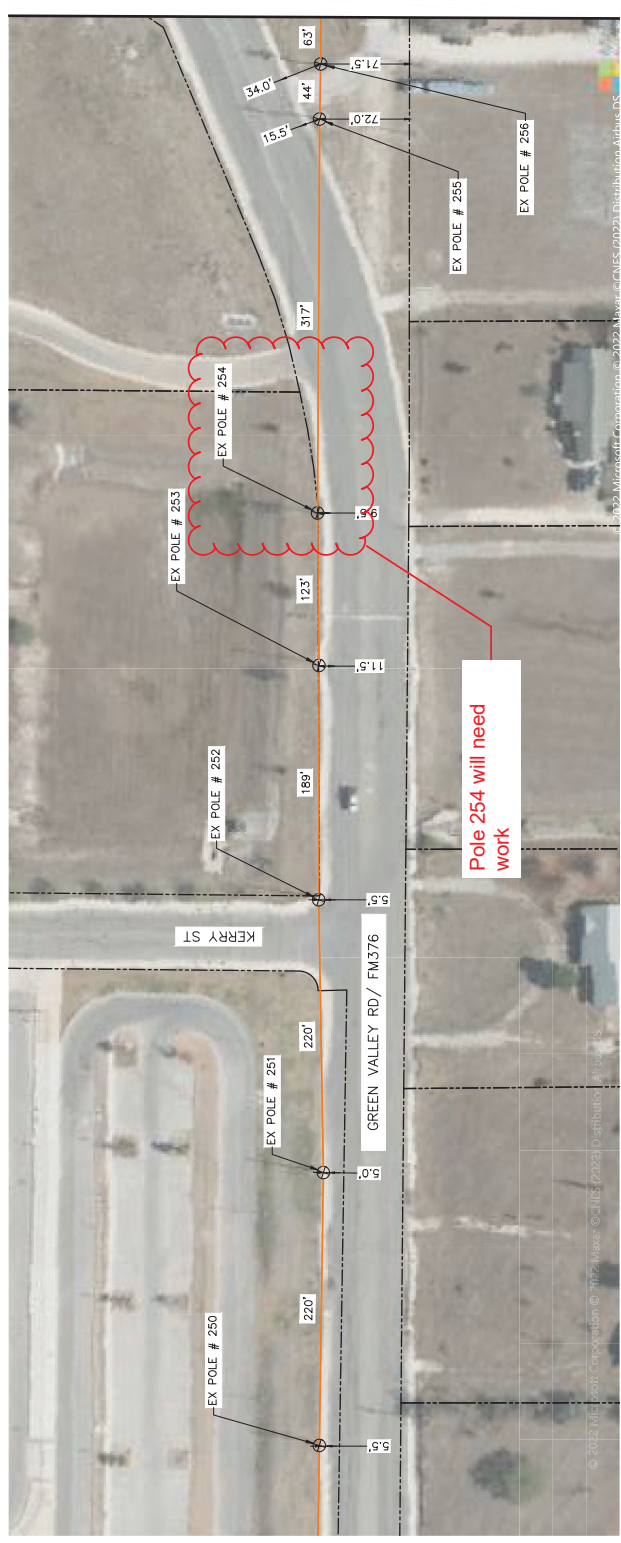
HORIZONTAL SCALE: 1" = 100'



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

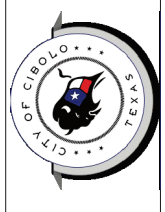
AERIAL DESIGN PLAN 3

DESIGN BY: LV	CHECKED BY: LV
DRAWN BY: LV	APPROVED BY: SC
PROJECT NO: 3092-C0001	SHEET: 3 OF 5
DATE: 11/4/2022	PAGE: 3



- LEGEND:**
- EXISTING ROW
 - PROF' OVERHEAD
 - PROF' OVERLASH
 - PROF' ANCHOR
 - PROF' SLACK SPAN
 - PROF' SLACK LOOPS
 - FIBER OPTIC SPLICE
 - COAXIAL CABLE SPLICE
 - EXISTING POLE
 - POLE W/ RISER
 - FOREIGN POLE
 - CONCRETE POLE
 - STEEL POLE

- NOTES:**
1. POLE LINE MAY BE LOCATED IN ANY LOCATION WITHIN THE EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEY DATA. NO FIELD SURVEY WORK PERFORMED.



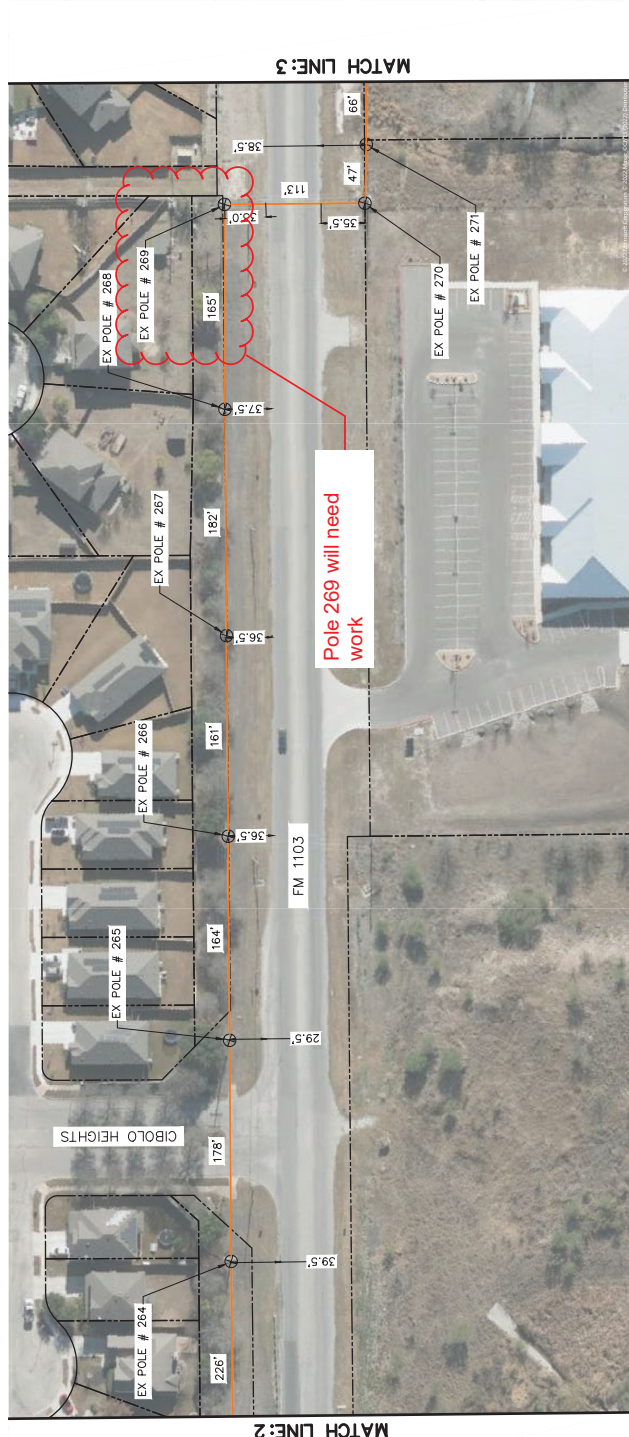
JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DESIGN BY:	LV	CHECKED BY:	LV
DRAWN BY:	LV	APPROVED BY:	SC
PROJECT NO:	3092-C0001	SHEET:	4 OF 5
DATE:	11/4/2022	PAGE:	4

AERIAL DESIGN PLAN 4



LEGEND:

- EXISTING ROW
- PROP OVERHEAD
- PROP OVERLASH
- PROP ANCHOR
- PROP SLACK SPAN
- PROP SLACK LOOPS
- FIBER OPTIC SPLICE
- COAXIAL CABLE SPLICE
- EXISTING POLE
- POLE W/ RISER
- FOREIGN POLE
- CONCRETE POLE
- STEEL POLE

NOTES:

- POLE LINE MAY BE LOCATED IN ANY LOCATION WITHIN THE EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY. FIELD SURVEY OR SURVEY WORK PERFORMED.

JC Communications
EST. 2001

JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

AERIAL DESIGN PLAN 5

DESIGN BY: LV
DRAWN BY: LV
PROJECT NO: 3092-00001
DATE: 11/4/2022

CHECKED BY: LV
APPROVED BY: SC
SHEET: 5 OF 5
PAGE: 5

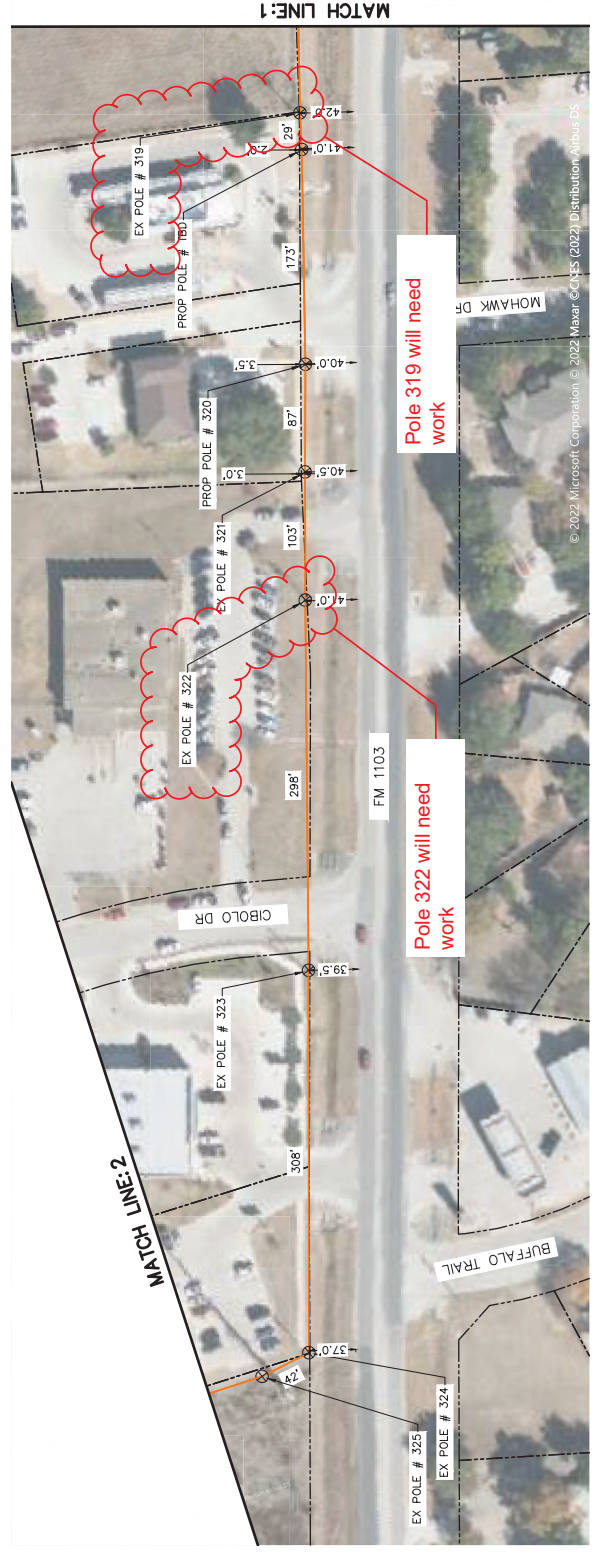
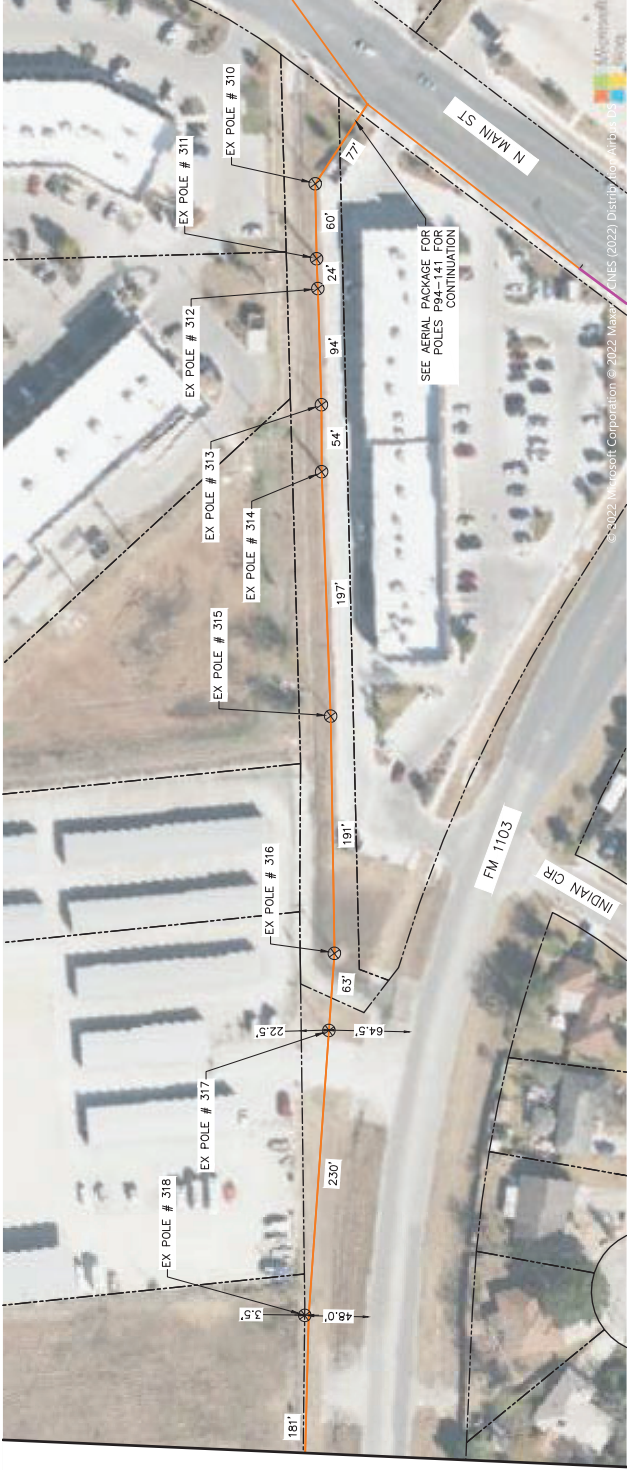


LEGEND:

	EXISTING ROW
	PROP OVERHEAD
	PROP OVERLASH
	PROP ANCHOR
	PROP SLACK SPAN
	PROP SLACK LOOPS
	FIBER OPTIC SPLICE
	COAXIAL CABLE SPLICE
	EXISTING POLE
	POLE W/ RISER
	FOREIGN POLE
	CONCRETE POLE
	STEEL POLE

NOTES

- POLE LINE MAY BE LOCATED IN THE CENTER OF THE ROW OR TO THE LEFT OR RIGHT OF THE CENTER OF THE ROW. BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD SURVEY. THE LOCATION OF THE POLE LINE MAY BE DIFFERENT FROM THE SURVEY WORK PERFORMED.

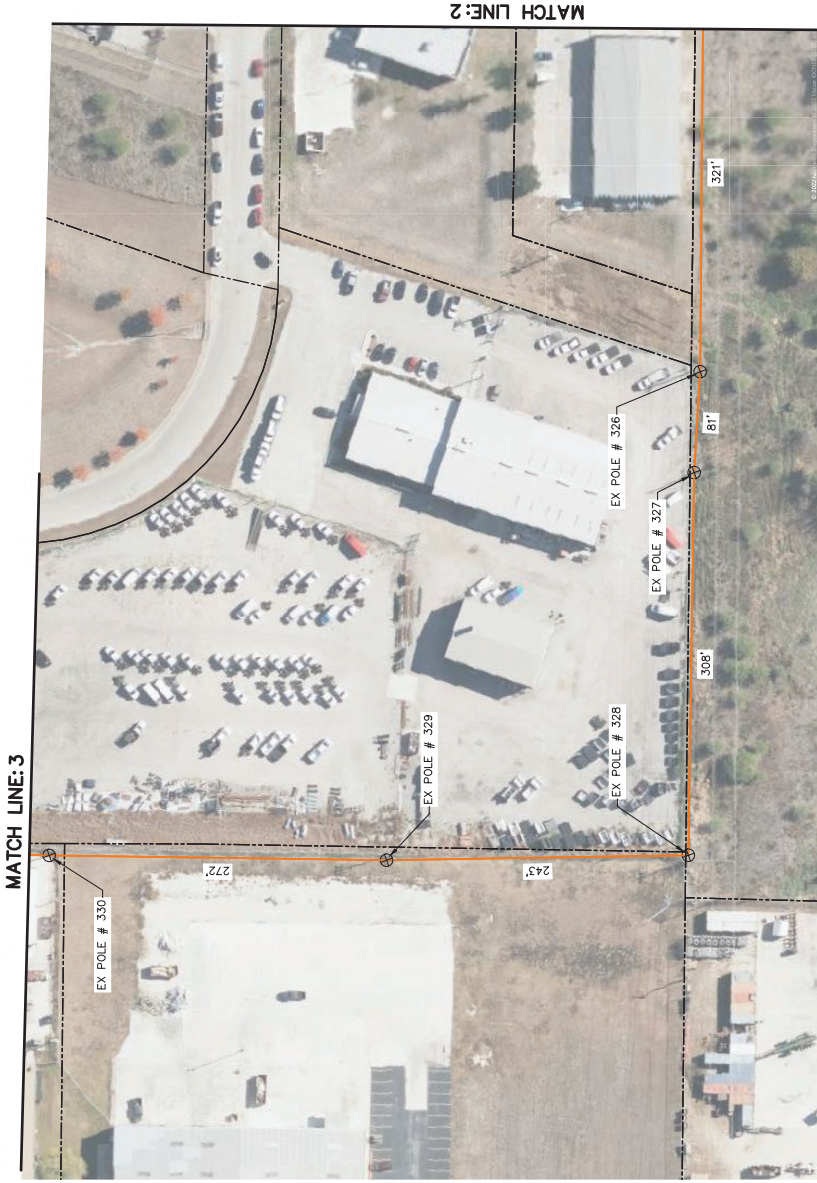


JC Communications
EST. 2001



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

DESIGN BY: LV	CHECKED BY: LV	AERIAL DESIGN PLAN 6
DRAWN BY: LV	APPROVED BY: SC	
PROJECT NO: 3092-0001	SHEET: 6 OF 5	
DATE: 11/4/2022	PAGE: 6	



LEGEND:

	EXISTING ROW
	PROP. OVERHEAD
	PROP. OVERLASH
	PROP. ANCHOR
	PROP. SLACK SPAN
	PROP. SLACK LOOPS
	FIBER OPTIC SPLICE
	COAXIAL CABLE SPLICE
	EXISTING POLE
	POLE W/ RISER
	FOREIGN POLE
	CONCRETE POLE
	STEEL POLE

NOTES

- POLE LINE MAY BE LOCATED IN ANY OF THE FOLLOWING AREAS:
 - EXISTING UTILITIES AND ROW
 - BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND SURVEYING DATA, OR SURVEY WORK PERFORMED.



JC COMMUNICATIONS
CITY OF CIBOLO
DARK FIBER EXPANSION

AERIAL DESIGN PLAN 7

DESIGN BY:	LV	CHECKED BY:	LV
DRAWN BY:	LV	APPROVED BY:	SC
PROJECT NO:	3092-00001	SHEET:	7 OF 5
DATE:	11/4/2022	PAGE:	7



City Council Regular Meeting Staff Report

Discussion/Action on approving a Joint Election Agreement and Election Service Contract between Guadalupe County and twelve different entities including the City of Cibolo. (Ms. Cimics)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12B
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

[Joint Election Agreement.pdf](#)

**JOINT ELECTION AGREEMENT AND ELECTION SERVICE CONTRACT
BETWEEN
GUADALUPE COUNTY, TEXAS
AND**

SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, NAVARRO INDEPENDENT SCHOOL DISTRICT, CITY OF SCHERTZ, CITY OF CIBOLO, SEGUIN INDEPENDENT SCHOOL DISTRICT, MARION OAKS MUNICIPAL UTILITY DISTRICT, GUADALUPE COUNTY MUNICIPAL UTILITY DISTRICT 11, CITY OF SEGUIN, CITY OF MARION, GREEN VALLEY SPECIAL UTILITY DISTRICT, CRYSTAL CLEAR SPECIAL UTILITY DISTRICT

**FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD
TUESDAY, NOVEMBER 5, 2024**

This Joint Election Agreement and Election Service Contract is made this ____ day of _____, 2024, by and between Guadalupe County Elections Administrator, hereinafter referred to as "EA", and the San Marcos Consolidated Independent School District, Navarro Independent School District, City of Schertz, City of Cibolo, Seguin Independent School District, Marion Oaks Municipal Utility District, Guadalupe County Municipal Utility District 11, City of Seguin, City of Marion, Green Valley Special Utility District, Crystal Clear Special Utility District, hereinafter referred to as "Participating Authorities".

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

WHEREAS, the Cities, Schools and Other Political Subdivisions elections will be held on November 5, 2024, in 38 Countywide Polling Places (Vote Centers). Parties to this agreement serve voters within some of the same boundaries and it would be beneficial for them and the citizens and voters of their governing bodies to hold elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be conducted by EA on behalf of the Participating Authorities under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the EA to be appointed the Joint Early Voting Clerk.

THIS AGREEMENT will require the Participating Authorities to use joint ballots, when applicable.

THIS AGREEMENT requires the Participating Authorities to share costs associated with this Joint Election proportionally where polling places are shared by more than one entity.

THIS AGREEMENT requires the Participating Authorities to be responsible for ordering its own election and publishing notice of the elections separately. The cost to publish the notices will be the responsibility of each individual entity.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the Participating Authorities.

THIS AGREEMENT will require the EA to tabulate the precinct results and canvassing separately for each Participating Authority. The results will be delivered to each entity by email, facsimile or mail.

THIS AGREEMENT will require the EA to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the EA to be responsible for performing the following duties and to furnish the following services and equipment pursuant to the election services contract with Guadalupe County:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Supply all necessary voting equipment; transport equipment to and from the polling locations, and prepare the voting equipment for use at the polling locations.
5. Issue Writs of Election to the election judges appointed.
6. Perform early voting clerk duties.
7. Publish the legal notice of the date, time and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
8. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
9. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - a. Canvassing Summary Report,
 - b. Accumulated totals Report of early voting and Election Day, and
 - c. Electronically submit results to the Secretary of State.
10. Voting System to be used:
 - a. ExpressVote Ballot Marking Device and DS200 Digital Ballot Scanner for In-Person Voting, Early and Election Day
 - b. ExpressTouch DRE for Curbside Voting, for In-person Voting, Early and Election Day
 - c. DS450 Ballot Digital Ballot Scanner for mail ballot tabulation at the Central Counting Station

GENERAL CONDITIONS

1. EARLY VOTING

- A. Lisa Hayes, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the main location and branch locations. The names of Early Voting Clerks may be obtained from the EA.
- B. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting polling place or the branch early voting polling places at the times listed in **Attachment "A"** of this Agreement.
- C. All requests for Early Voting ballots by mail that are received by participating authority will be transported by runner on the day of receipt to the EA, 215 S. Milam St., Seguin, TX 78155, for processing. Persons voting by mail will send their voted ballots to EA.
- D. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. EA will appoint members of the board and provide a list of members to the participating authority upon request. Participating authority agrees to appoint Sylvia Tobin-Stewart as presiding judge of the early voting ballot board.

2. VOTING LOCATIONS

- A. Guadalupe County has been approved to use Vote Centers for the November 5, 2024 Election, allowing Guadalupe County registered voters to vote at any Guadalupe County Election Day Voting Location, regardless of the precinct in which they reside.

EA shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be the usual voting precincts in conducting county elections. The proposed locations are listed in **Attachment "B"** of this Agreement. In the event a voting location is not available, the EA will arrange for use of an alternate location and notify Participating Authorities.

3. JOINT ELECTION COSTS: PAYMENT

- A. Costs. Each Participating Authority remains responsible for all costs associated with their respective elections.
- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations.
If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

- A. Communication: Throughout the term of this Agreement, the Participating Authorities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolves any problems which might arise regarding the Joint Election.
- B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.
- C. To the extent the geographical boundaries of the political subdivision extend into a county other than Guadalupe County, Texas, the obligations of the EA contained in this contract are contingent upon the political subdivision and/or the other county complying with all state or federal requirements for the establishment of polling locations. With respect to election services for the political subdivision provided by the EA relative to polling locations outside of Guadalupe County, Texas, the EA's obligations herein are limited strictly to providing election services for the political subdivision who is a signatory to this agreement.

5. RECORDS OF THE ELECTION

- A. Lisa Hayes, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 217.010 of the Texas Election Code.

- B. Access to the election records will be available to participating authority as well as to the public in accordance with the Texas Public Information act, Chapter 552, Government Code, at the Elections Department, 215 S. Milam St., Seguin, TX, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter's 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, EA shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the participating authority to bring to the attention of the EA any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- D. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, EA shall supply a written cost estimate for storage to requesting participant.

6. MISCELLANEOUS PROVISIONS

- A. Venue and Choice of Law: Participating Authorities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Guadalupe County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement: This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Participating Authority's November 5, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach: In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- E. Other Instruments: The Participating Authorities agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation: When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within

the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- G. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- H. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

7. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. EA will be responsible for the appointment of the presiding judge and an alternate for each polling location. EA shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the EA.
- B. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to locate a bilingual clerk, EA may contact the participating authority who shall assist in locating a bilingual clerk.
- C. EA is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election Judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- D. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past eighteen (18) months.
- E. The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$12.00 to \$14.00 per hour and each clerk will receive \$10.00 to \$12.00 per hour for their hours worked on Election Day. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site Election. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$35.00 for attending the class and working Election Day.
- F. EA will employ other personnel, if necessary, for the proper administration of the election, including such part-time help to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

8. SUPPLIES AND PRINTING

- A. EA will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- B. EA will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- C. Participating authorities shall furnish to EA a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to EA as soon as possible after ballot positions have been determined by the participating authority. Participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions.

9. RETURNS OF ELECTIONS

- A. EA will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.
- B. The participating authority hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials.
 - Manager Lisa Hayes
Guadalupe County Elections Administrator
 - Tabulating Supervisor Michelle Shields
Guadalupe County Elections Coordinator
 - Presiding Judge Cathy Boenig
 - Alternate Judge Latrice Newton
- C. The manager or representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). Participating authority, upon request, may require release of returns be given only at a specified location other than from the result center. Participating entity's that would like the Guadalupe County Elections Office website linked to their website, must provide their web-site address to the Central Counting Station Manager.
- D. EA will prepare the unofficial canvass report after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event later than eight (8) days after the election. Participating authority will be responsible for their official canvass of their respective elections.
- E. EA will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating

authority and the Secretary of State's Office. Each political subdivision must notify the Elections Office if waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

- A. The participating authorities agree to share the costs of administering the November 5, 2024 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the participating authorities for the Joint Election. The participating authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater. A sample of the estimated ratio is included in **Attachment "C"** of this Agreement and this percentage is subject to change based on total eligible registered voters for the election and the entities participating in the Joint Election. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.**
- B. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. EA will provide each participating authority with a final invoice of expenses.

11. ELECTION REPORTS

EA will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

12. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The EA will provide the designated entity in the runoff election with an estimate of cost to conduct participating authority's runoff.

13. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Lisa Hayes
Guadalupe County Elections Administrator
215 S. Milam St.
Seguin, TX 78155
830-303-6363

If to the Participating Authority:

Entity Name:
Contact Name:
Title:
Entity:
Mailing
Address:
Phone Number:

14. This contract may be executed in multiple originals.

November 5, 2024 JOINT AGREEMENT ACCEPTANCE AND APPROVAL

Recommended for approval by:

LISA HAYES
Guadalupe County Elections Administrator

ACCEPTED AND AGREED TO BY PARTICIPATING AUTHORITY:

ATTEST:

NOVEMBER 5, 2024
(5 DE NOVIEMBRE, 2024)

GENERAL AND SPECIAL ELECTIONS
(ELECCION GENERALES Y ESPECIALES)

Early Voting Dates and Hours
(Fechas y Horarios de Votación Anticipada)

Monday, October 21st through Saturday, October 26th, 2024.....7:00 a.m. to 7:00 p.m.
Lunes, 21 de Octubre hasta el Sabado, 26 de Octubre de 2024.....7:00 de la mañana a las 7:00 de la tarde
Sunday, October 27th, 2024.....12:00 p.m. to 6:00 p.m.
Domingo, 27 de Octubre de 2024.....12:00 de la tarde a las 6:00 de la tarde
Monday, October 28th through Friday, November 1st, 2024.....7:00 a.m. to 7:00 p.m.
Lunes, 28 de Octubre de 2024 hasta el Viernes, 1 de Noviembre de 2024.....7:00 de la mañana a las 7:00 de la tarde

Main Early Voting Polling Location
(Lugar Principal de Votación Anticipada)

SEGUIN ELECTIONS OFFICE
215 S. Milam St., Seguin, TX 78155
830-303-6363

Emergency and Limited ballots available only at the main location. *(Boletas limitadas y de emergencia solamente están disponibles en este lugar.)*

Locations of Branch Early Voting Polling Locations
(Lugar de las Sucursales de Votación para la Votación Anticipada)

CIBOLO FIRE STATION #2	3864 Cibolo Valley Dr., Cibolo, TX
CENTRAL TEXAS TECHNOLOGY CTR	Bldg. B, Rm 159, 2189 FM 758, New Braunfels, TX
REDEMPITIVE GRACE MINISTRIES	2240 FM 725, New Braunfels, TX
*NEW BERLIN COMMUNITY CENTER	8815 FM 775, New Berlin, TX
*ELECTIONS OFFICE ANNEX	1101 Elbel, Schertz, TX
SELMA CITY HALL	9375 Corporate Dr., Selma
MARION ISD TONDRE ROOM	500 Bulldog Lane, Marion
SEGUIN ISD ADMINISTRATION BLDG	1221 E. Kingsbury St. Seguin,

Applications for Ballot by Mail shall be mailed to: *(Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)* Lisa Hayes, Early Voting Clerk, 215 S. Milam St, Seguin, Texas 78155 or P. O. Box 1346, Seguin, TX 78156-1346 or email to earlyvotingclerk@co.guadalupe.tx.us

Applications for Ballots by Mail must be received no later than the close of business on October 25, 2024. *(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 25 de Octubre 2024.*

**Early Voting Location Change*

November 5, 2024

GENERAL AND SPECIAL ELECTION**Election Day Polling Locations****Polls Open from 7:00 a.m. to 7:00 p.m.**

Guadalupe County will be using Vote Centers for the November 5, 2024 Elections.

Any Guadalupe County registered voter can vote at any Guadalupe County Election Day Location, regardless of the precinct in which they reside.

VC #1	McQueeney Lions Club, 3211 FM 78, McQueeney
VC #2	New Life Fellowship, 16489 Texas Hwy 123, Seguin
VC #3	Seguin ISD Admin Bldg., 1221 E. Kingsbury St., Seguin
VC #4	Forest Hills Baptist Church, 8251 FM 1117, Seguin
VC #5	Justice of the Peace Court, Pct 1, 2405 E. US Hwy 90, Seguin
VC #6	Kingsbury United Methodist Church, 7035 FM 2438, Kingsbury
VC #7	Brick and Blossom Event Center (Staples Baptist Church), 10020 FM 621, Staples
VC #8	Maranatha Fellowship Hall, 2356 S. State Hwy. 80, Luling
VC #9	TLU Alumni Student Center, Conf. Rooms A/B, 1109 University St., Seguin
VC #10	Redemptive Grace Ministries, 2240 FM 725, New Braunfels
VC #11	McQueeney VFW Post 9213, 275 Gallagher, McQueeney
VC #12	Columbus Club of Seguin, 1015 S. Austin Street, Seguin
VC #13	Our Lady of Guadalupe Church Annex, 730 N. Guadalupe St. Seguin
VC #14	Refuge III Church of Our Lord Jesus Christ, 7535 Elm Creek Rd., Seguin
VC #15	American Legion Hall Post 245, 618 E. Kingsbury, Seguin
VC #16	Geronimo VFW 6808 N. State Hwy 123, Seguin
VC #17	St. Joseph's Mission, 5079 Redwood Rd., San Marcos
VC #18	The Silver Center, 510 E. Court St., Seguin
VC #19	Central Texas Technology Center, Bldg. B, Rm. 159, 2189 FM 758, New Braunfels
VC #20	Cross Church, 814 N. Bauer St., Seguin
VC #21	Word of Life Fellowship Church, 213 Coy Lane, Cibolo
VC #22	Marion Dolford Learning Center, 200 W. Schlather Lane, Cibolo
VC #23	Schertz Elections Office, 1101 Elbel Rd, Schertz
VC #24	Schertz United Methodist Church, 3460 Roy Richard Dr., Schertz
VC #25	Selma City Hall, 9375 Corporate Dr., Selma
VC #26	Crosspoint Fellowship Church, 2600 Roy Richard Drive, Schertz
VC #27	Immaculate Conception Catholic Church, 212 N. Barnett St., Marion
VC #28	Schertz Community Center, 1400 Schertz Parkway, Schertz
VC #29	Mikulski Hall, 509 Schertz Pkwy, Schertz
VC #30	Schertz Community Center North, 3501 Morning Dr., Cibolo
VC #31	Marion ISD, The Tondre Room, 500 Bulldog Lane, Marion
VC #32	New Berlin Community Center, 8815 FM 775, Seguin
VC #33	NBISD Transportation Bldg., 2621 Klein Way, New Braunfels
VC #34	Cibolo Fire Station #2, 3864 Cibolo Valley Drive, Cibolo
VC #35	Living Waters Worship Center, 3325 N. State Hwy 46, Seguin
VC #36	Christ Lutheran Church, 3305 Church Rd, Seguin
VC #37	Cibolo Valley VFW Post 8315, 1000 Farm to Market Rd 78., Schertz
VC #38	Cibolo Valley Baptist Church 5500 FM 1103, Cibolo

November 5, 2024
Joint Election *Estimated* Entity Percentage
based on August voter registration numbers

Entity	Reg Voters	% Share
Guadalupe County	126,483	44.06%
City of Schertz	24,177	8.42%
Cibolo	25,066	8.73%
Marion Oaks MUD	1	0.00%
City of Seguin	19,934	6.94%
City of Marion	774	0.27%
Green Valley SUD	25,788	8.98%
Seguin ISD	31,018	10.81%
San Marcos CISD	2,876	1.00%
Navarro ISD	9,210	3.21%
New Braunfels ISD	14,831	5.17%
Crystal Clear SUD	6903	2.40%
GC MUD 11	2	0.00%
Total	287,063	100.00%



City Council Regular Meeting Staff Report

Discussion/Action awarding TischlerBise, Inc. a contract in the amount of \$89,800.00 for the creation of a Fiscal Impact Model. (Ms. Lee)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12C
From	
Kelsee Jordan Lee, Planning & Economic Development Director	

PRIOR CITY COUNCIL ACTION:

Inclusion of Strategic Goal 1.1.2 in the City Council's Strategic Plan and other goals related to incentives (1.2.5. And 1.3.6.) which will use the Fiscal Impact Model and the diversification of Cibolo's tax base (1.1.1, 1.1.4, and 1.3).

Strategic Goal 1 - Economic Development		2023	2024	2025	2026
1.1	Institute forward thinking business, land use, development, and public safety strategies to promote community growth and development				
1.1.1	Update the Comp Plan's FLUM to reflect a balance Cibolo's tax base to include increased revenue through sales tax	★			
1.1.2	Create a Fiscal Impact Model that is custom tailored to Cibolo to calculate the revenues produced versus cost to serve from a project to understand how land development will contribute to sustaining City's LOS; also to calculate build-out.	◆	★		
1.1.4	Achieve 50% revenue increase from sales tax over next 3 years by attracting quality retail businesses	★			
1.2	Promote attractive well planned major throughfares				
1.2.5	Develop an incentive agreement package to assist with development				
1.3	Aggressive recruitment of targeted industries				
1.3.6	Create a formalized incentive policy and application				

BACKGROUND:

The growth and diversification of Cibolo's tax base has been identified as one of the City Council's strategic goals. The creation of a Fiscal Impact Model has been identified as a tool that can be used to evaluate development throughout the City of Cibolo to better analyze the financial impact of development projects and land use decisions.

A Fiscal Impact Model objectively predicts cost and revenue impacts associated with development proposals and citywide growth development patterns. The model is used when evaluating land use decisions such as annexations, rezonings, and financial incentive proposals. Based on current and projected costs to serve, the model estimates the costs of providing services such as street maintenance, public safety, utilities, and other necessary municipal services at a service level that is expected by residents and businesses. The model also estimates revenue that are anticipated from the development projects. This information can help provide a more holistic review of proposed projects to the City Council, Planning & Zoning Commission, and Economic Development Corporation when considering development and growth decisions.

A Fiscal Impact Model can also be used as a tool for financial planning looking forward for the City for its long range budgeting. It assists in evaluating revenue projections, capital improvement programming, levels of service changes, and operational and maintenance budgets. The model is updated and used by City staff as projects are presented and can be used to evaluate the build-out of the community using the Future Land Use Map and other resources.

The attached presentation provides an overview of how a Fiscal Impact Model works and the proposed process for its creation to be custom tailored to the City of Cibolo.

A Request for Proposals was advertised from May 31, 2024 to June 28, 2024. During the time, over a dozen firms downloaded the proposal documents with TischlerBise being the sole submittal. A multi-department team, representing the City Manager's Office, Finance Department, Planning Department, and Economic Development Department reviewed the submittal for completeness and cost. TischlerBise received a score of 93.67 out of an available 100 base points. TischlerBise has demonstrated experience in completing hundreds of fiscal impact studies throughout the United States and has also done work for a number of Texas communities, including: Bexar County, Burleson, Bryan, College Station, Coppel, Corpus Christi, Denton, Dickenson, Georgetown, Lancaster, Leander, San Antonio, and Tyler. The review team recommends selection of TischlerBise for the project.

FINANCIAL IMPACT:

\$42,500 from American Rescue Plan Act (ARPA) funds and \$47,300 from Cibolo Economic Development Budget funds for a total cost of \$89,800.

Attachments

[Fiscal Impact Model PPT 2024-08](#)

[Title Award of Fiscal Impact Model RFP 24-760-17](#)

[Bid Tab Evaluation](#)



Award of Fiscal Impact Model RFP 24-760-17

Presented By: Kelsee Jordan Lee



Overview

- What is a Fiscal Impact Model
- Benefit of using a Model
- TischlerBise proposal
- Fiscal Impact Model Highlights
- Questions





What is a Fiscal Impact Model

- Provides a tool to evaluate future PlaceTypes
- Develops a model for use in evaluating the fiscal impacts of development projects
- Goal is to supplement public policy and future land use planning decisions with fiscal information



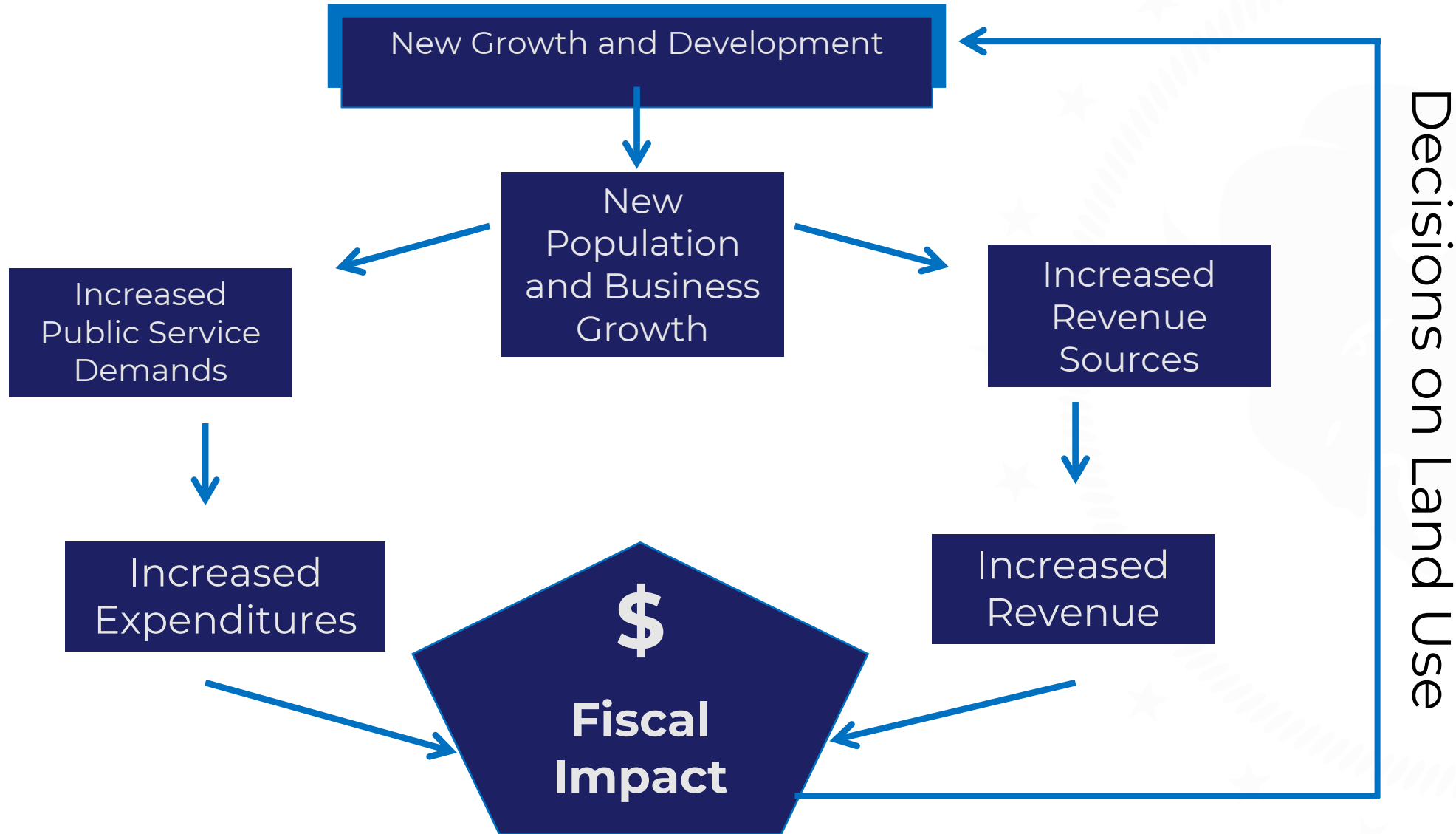
What is a Fiscal Impact Model

- Supported in the City Council's Strategic Plan

Strategic Goal 1 - Economic Development		2023	2024	2025	2026	2027
1.1	Institute forward thinking business, land use, development, and public safety strategies to promote community growth and development					
1.1.1	Update the Comp Plan's FLUM to reflect a balance Cibolo's tax base to include increased revenue through sales tax	★				
1.1.2	Create a Fiscal Impact Model that is custom tailored to Cibolo to calculate the revenues produced versus cost to serve from a project to understand how land development will contribute to sustaining City's LOS; also to calculate build-out.	◆	★			
1.1.4	Achieve 50% revenue increase from sales tax over next 3 years by attracting quality retail businesses	★				
1.2	Promote attractive well planned major throughfares					
1.2.5	Develop an incentive agreement package to assist with development					
1.3	Aggressive recruitment of targeted industries					
1.3.6	Create a formalized incentive policy and application					



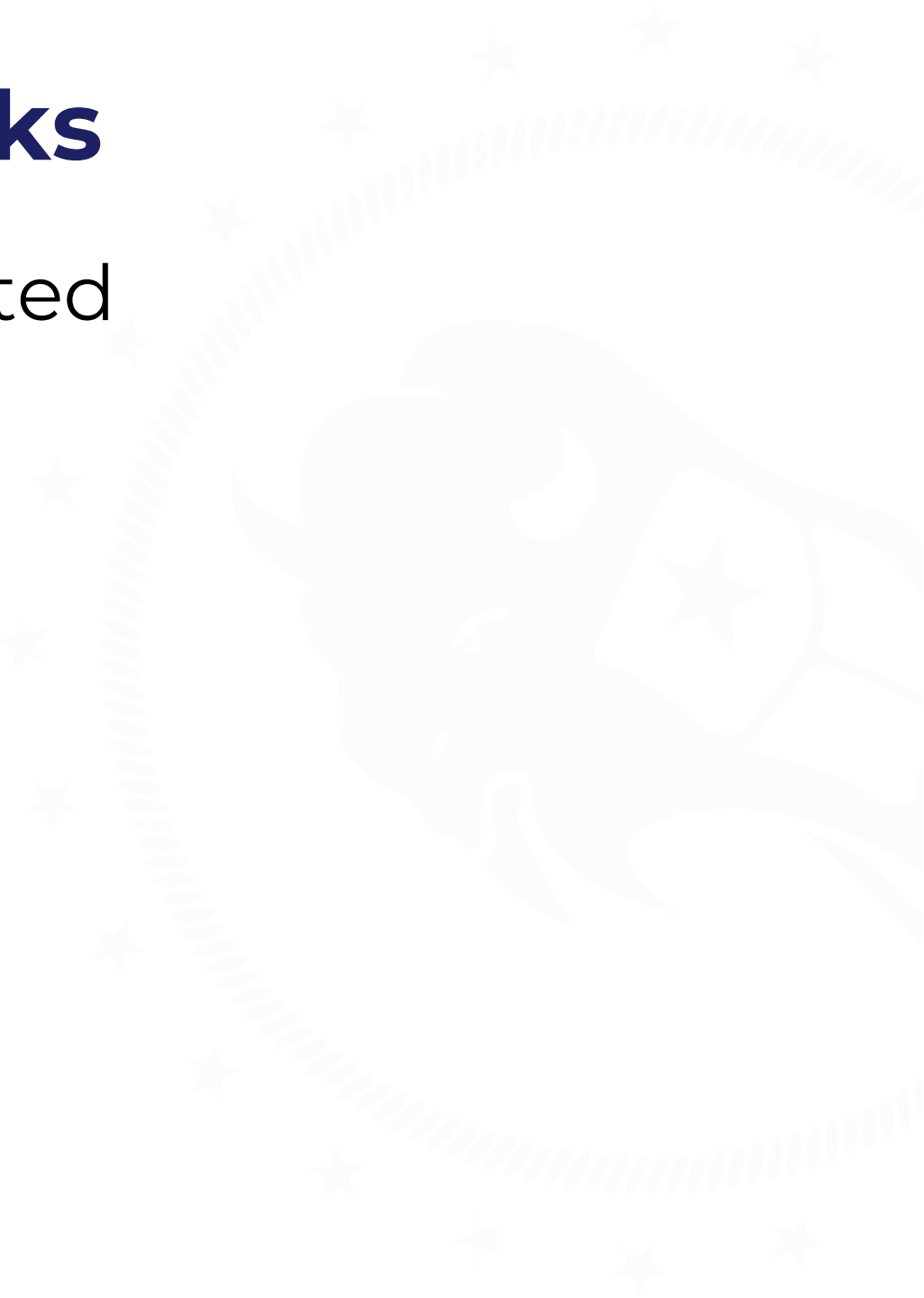
What is a Fiscal Impact Model?





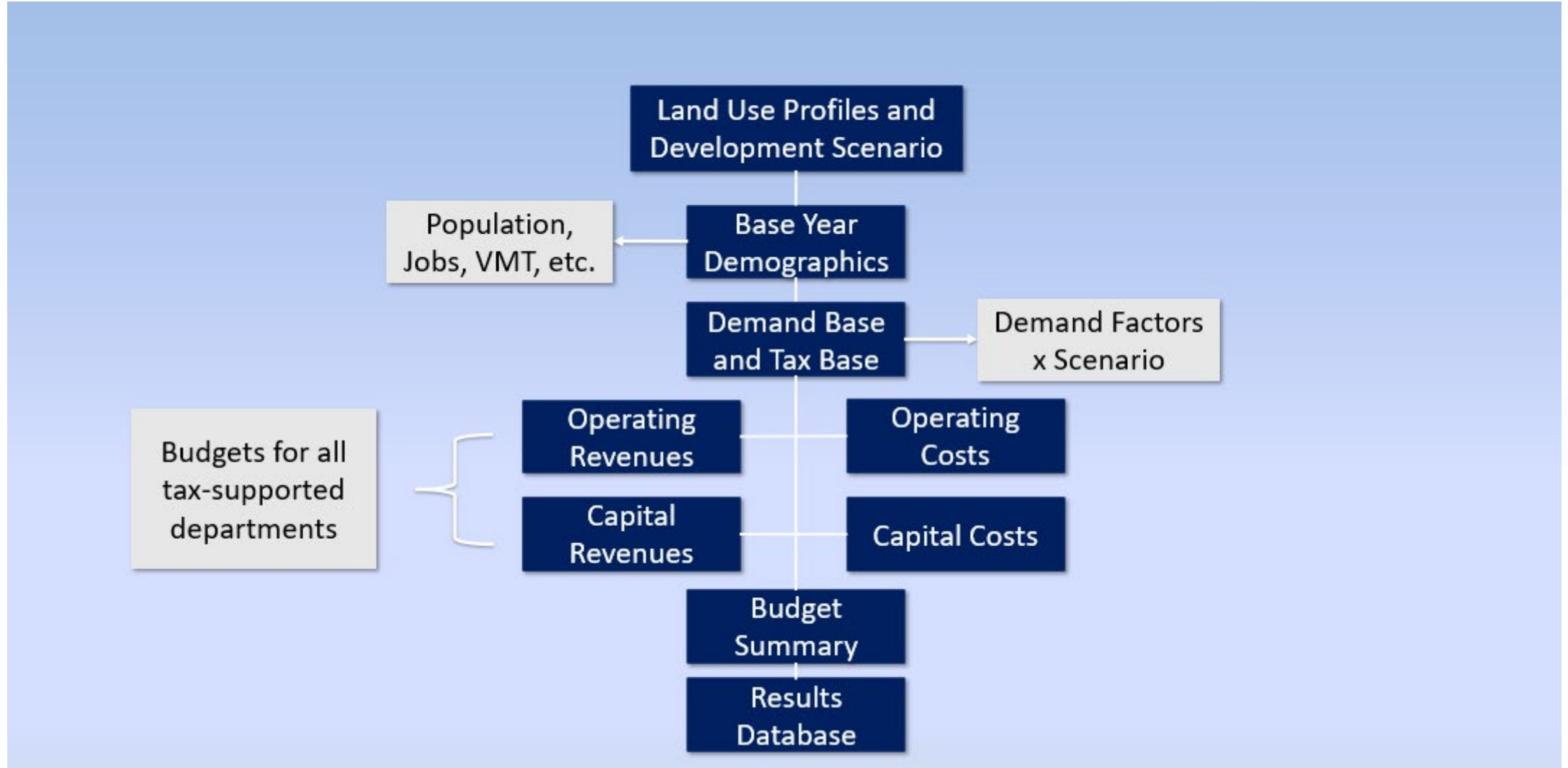
How it works

- Fiscal Analysis Zones are created
- Input and Output Modules
 - Project Input
 - Demand Base Module
 - Tax Base Module
 - Revenue Modules
 - Capital Facility Costs Module
 - Budget Summary and Outputs





How it works





Benefits of a Model



Multiple scenarios allow testing and comparing

Property values

Timing

PlaceTypes



Inform land use decisions and test “what if” alternatives



Test and compare potential financial incentives



Plan for short- and long-term operational and capital improvement impacts



Help meet City Planning, Financial, and Economic Development goals



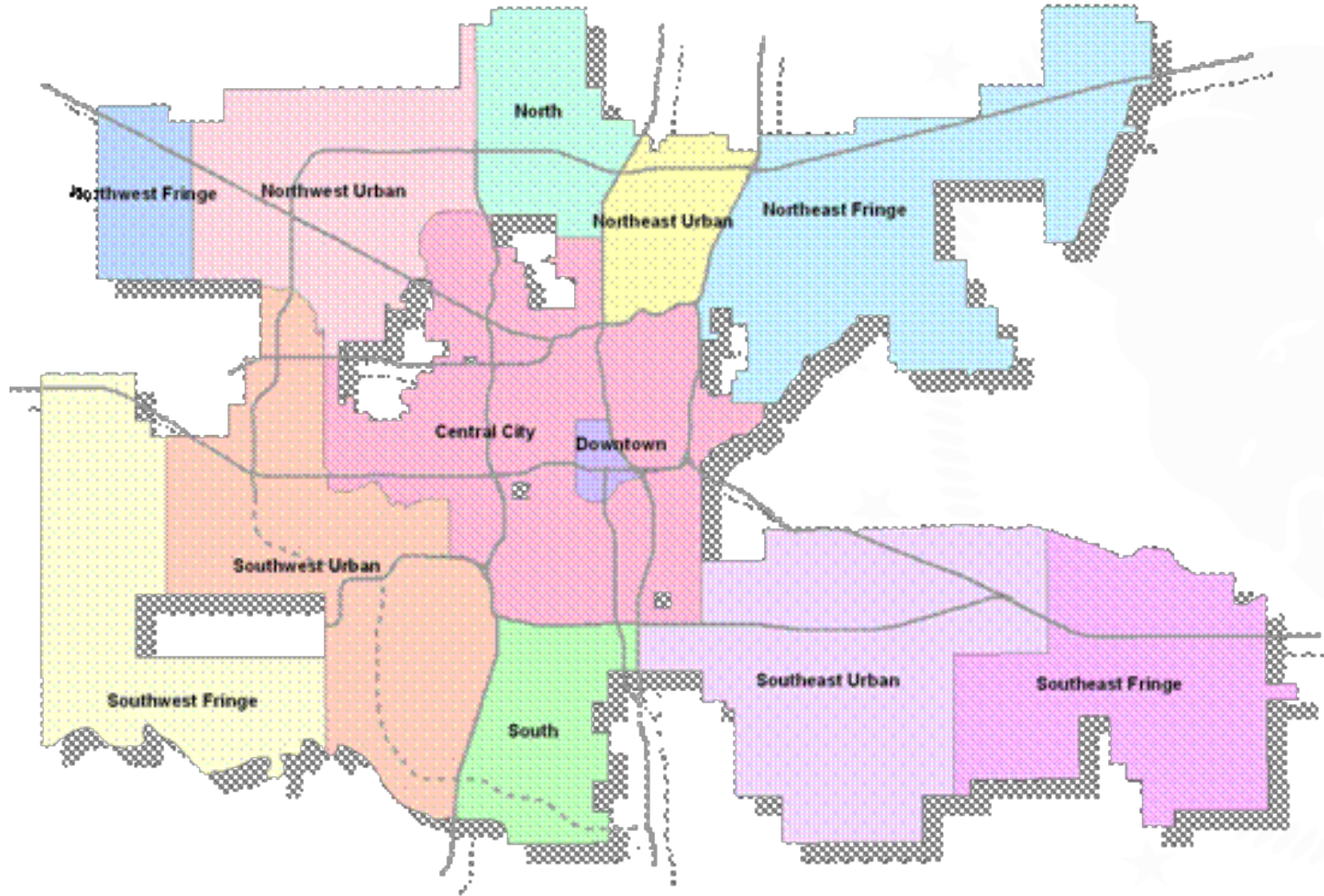
Benefit of a Model

- Evaluate the fiscal impact of future land use related decisions
 - Future Land Use Scenarios (PlaceTypes from Comp Plan)
 - Annexation Proposals
 - Rezoning Requests
 - Site Development Plans
 - Financial Incentives



Fiscal Impact Model

Example of Fiscal Analysis Zone





Fiscal Impact Model (continued)

Example of Revenue Models

8					LOS Std
9	Revenue	Revenue	Base Year	Project Using	\$ per
10	Category	Name	Budget Amount	Which Demand Base?	Demand Unit
11	Administrative	Animal Control Redemption Fees	\$750	POPULATION	\$0.01
12		Animal Registration Fees	\$500	POPULATION	\$0.01
13		Ctrma / Bryson Mou	\$0	FIXED	\$0.00
14		Oak Creek Pid Reimbursement	\$25,000	FIXED	\$0.00
15		Tirz Reimbursement	\$0	FIXED	\$0.00
16		Crystal Springs Pid Reimburse	\$25,000	FIXED	\$0.00
17		Deerbrooke Pid Reimbursement	\$25,000	FIXED	\$0.00
18	Fines	City Percentage-State Costs	\$22,000	FIXED	\$0.00
19		Juvenile Case Manager Fee	\$20,000	TOTAL POLICE CALLS	\$0.50
20		Municipal Court Fines	\$250,000	TOTAL POLICE CALLS	\$6.27
21		Notary / Filing Fees	\$275	POP AND JOBS	\$0.00
22		Special Court Fees	\$20,000	TOTAL POLICE CALLS	\$0.50
23		State Arrest Fees	\$24,000	TOTAL POLICE CALLS	\$0.60
24	Franchise Fees	Franchise Fees	\$3,365,000	POP AND JOBS	\$34.20
25		Municipal Fees	\$38,000	POP AND JOBS	\$0.39
26	Special Fees	Book / Mdse Sales	\$1,000	POPULATION	\$0.01
27		Contributions - Library	\$0	FIXED	\$0.00
28		Copier / Printer Fees	\$10,000	POPULATION	\$0.12
29		Fines & Fees Library	\$12,500	POPULATION	\$0.15
30		Inter Library Loans	\$350	POPULATION	\$0.00
31		Library Cards	\$4,310	POPULATION	\$0.05
32		Grants - Library	\$0	FIXED	\$0.00
33		Rental Fees	\$0	FIXED	\$0.00
34	Miscellaneous	Accident Report Copies	\$750	TOTAL POLICE CALLS	\$0.02
35		Asphalt Penalties	\$0	FIXED	\$0.00
36		Cash Over/Under	\$0	FIXED	\$0.00
37		Construction Inspection Fees	\$2,100,000	DIRECT ENTRY	\$0.00
38		Copies & Open Records Request	\$25	FIXED	\$0.00
39		County Glen Row Vacate	\$0	FIXED	\$0.00
40		Credit Card Fees Collected	\$8,000	POP AND JOBS	\$0.08



Fiscal Impact Model (continued)

Example of Operating Cost Models

- Can be organized by department or program area
- Reflects program-related operating expenses versus facility-related operating expense
- Forecasts staff and related expenses
- Able to factor one-time costs
- Able to factor fixed costs

Microsoft Excel - OKC Fiscal Model.xls

File Edit View Insert Format Tools Data Window EISCALS Operating Modules Capital Modules

Garamond 12 B I U

J991 =A1&" DEPARTMENT SUMMARY"

	A	B	C	D	E	F	G	H	I	J	K
123	Office Specialist	\$25,891	35%	3%	\$34,953					Office Specialist	\$2
124	Traffic Maintenance Worker	\$25,891	35%	3%	\$34,953					Traffic Maintenance Worker	\$2
125	Unit Operations Leader	\$36,602	35%	3%	\$49,413					Unit Operations Leader	\$2
126	Unit Operations Supervisor	\$46,708	35%	3%	\$63,056					Unit Operations Supervisor	\$4
127	Staff Type 10	\$0	35%	3%	\$0					Staff Type 10	
128	Staff Type 11	\$0	35%	3%	\$0					Staff Type 11	
129	Staff Type 12	\$0	35%	3%	\$0					Staff Type 12	
130	Staff Type 13	\$0	35%	3%	\$0					Staff Type 13	
131	Staff Type 14	\$0	35%	3%	\$0					Staff Type 14	
132	Staff Type 15	\$0	35%	3%	\$0					Staff Type 15	
133											
134	BASE YEAR BUDGET AND FACTOR PROJECTION METHODOLOGY INPUTS										
135											
136	TRAFFIC MANAGEMENT										
137	Expenditure	FY 2007	Project Using	Demand Unit	Projection	Annual	LOS Std				
138	Name	Budget Amount	Which Demand Base?	Multiplier	Methodology	Change (+/-)	\$ per Demand Unit				Fiscal Year->
139	Personal Services	\$879,488	SEE BELOW	1.00	CONSTANT	0%	\$0.00			Personal Services	\$87
140	Other Services & Charges	\$125,797	NON-CORE VEHICLE TRIPS	1.00	CONSTANT	0%	\$0.04			Other Services & Charges	
141	Supplies	\$18,675	NON-CORE VEHICLE TRIPS	1.00	CONSTANT	0%	\$0.01			Supplies	
142	Capital Outlay	\$0	FIXED	1.00	CONSTANT	0%	\$0.00			Capital Outlay	
143	Transfers	\$0	FIXED	1.00	CONSTANT	0%	\$0.00			Transfers	
144	Discret Entry Cost Type 1	\$0	DIRECT ENTRY	1.00	CONSTANT	0%	\$0			Discret Entry Cost Type 1	
145	Discret Entry Cost Type 2	\$0	DIRECT ENTRY	1.00	CONSTANT	0%	\$0			Discret Entry Cost Type 2	
146	Discret Entry Cost Type 3	\$0	DIRECT ENTRY	1.00	CONSTANT	0%	\$0			Discret Entry Cost Type 3	
147	TOTAL	\$1,023,960									
148											
149	TRAFFIC MANAGEMENT STAFFING INPUT										
150		FY 2007		Current Demand	% Estimate	Remaining	Estimated				
151	Category	FTE Positions	Project Using	Units Served	of Available	Initial Hire	Service Capacity				
152			Which Demand Base?	Per Position	Capacity	Threshold	Per Position				
153	Civil Engineer	2.0	NON-CORE VEHICLE TRIPS	1,524,630	5%	76,232	1,041,831			Civil Engineer	
154	Engineer in Training	1.0	FIXED	0	0%	0	0			Engineer in Training	
155	Engineering Aide	1.0	FIXED	0	0%	0	0			Engineering Aide	
156	Financial Specialist	1.0	FIXED	0	0%	0	0			Financial Specialist	
157	Mapping Specialist	1.0	NON-CORE VEHICLE TRIPS	3,049,261	5%	152,463	1,600,862			Mapping Specialist	
158	Office Specialist	1.0	NON-CORE VEHICLE TRIPS	3,049,261	5%	152,463	1,600,862			Office Specialist	
159	Traffic Data Analyst	3.0	NON-CORE VEHICLE TRIPS	1,016,420	15%	152,463	800,431			Traffic Data Analyst	
160	Traffic Data Collector	3.0	NON-CORE VEHICLE TRIPS	1,016,420	15%	152,463	800,431			Traffic Data Collector	
161	Staff Type 9	0.0	FIXED	0	0%	0	0			Staff Type 9	
162	Staff Type 10	0.0	FIXED	0	0%	0	0			Staff Type 10	
163	Staff Type 11	0.0	FIXED	0	0%	0	0			Staff Type 11	
164	Staff Type 12	0.0	FIXED	0	0%	0	0			Staff Type 12	
165	Staff Type 13	0.0	FIXED	0	0%	0	0			Staff Type 13	
166	Staff Type 14	0.0	FIXED	0	0%	0	0			Staff Type 14	
167	Staff Type 15	0.0	FIXED	0	0%	0	0			Staff Type 15	
168		13.0									
169	SALARIES										
170		Avg Salary /	Benefits	Inflation Adj	LOS Std						Fiscal Year->
171											

Ready Calculate NUM



Fiscal Impact Model (continued)

Example of Report

20-Year Total Net Fiscal Impact - Scenario Comparisons			
City of Leander Fiscal Impact Model (\$1,000)			
Category	SCENARIO		
	Example 1	Example 2	Example 3
<i>Operating</i>			
Operating Revenues	\$37,941	\$10,656	\$3,155
Operating Expenditures	\$15,303	\$7,212	\$1,948
OPERATING NET FISCAL IMPACT	\$22,639	\$3,443	\$1,206
<i>Capital</i>			
Capital Revenues	\$1,754	\$1,725	\$574
Capital Expenditures	\$10,635	\$8,143	\$2,185
CAPITAL NET FISCAL IMPACT	(\$8,881)	(\$6,418)	(\$1,610)
GRAND TOTAL NET FISCAL IMPACT	\$13,758	(\$2,974)	(\$404)
AVERAGE ANNUAL FISCAL IMPACT	\$688	(\$149)	(\$20)



About TischlerBise

- Founded in 1977
- Specializes in:
 - Fiscal and economic impact analysis
 - Impact fees
 - Infrastructure financing strategies
 - Market feasibility
 - Fiscal and economic software
- Completion of hundreds of Fiscal Impact Models throughout the country

Sample of other work in Texas

Bexar
County

Burleson

Bryan

College
Station

Coppell

Corpus
Christi

Denton

Dickenson

Georgetown

Lancaster

Leander

San Antonio

Tyler



TischlerBise Proposal

- Fiscal Impact Model developed for evaluating the fiscal impacts of PlaceTypes and development projects. The model reflects the following:
 - City's revenue structure
 - Demographic/market characteristics of new growth
 - Existing levels-of-service provided by the City
 - Capacity of existing infrastructure
- A key objective for the Fiscal Impact Model will be to provide a realistic, inclusive, flexible, and defensible model.
- The Model will be able to compare multiple scenarios that reflect alternative absorption schedules and/or variations to major assumptions.



TischlerBise Proposal (continued)

Task 1

Project initiation/data acquisition

- Refined work program and schedule, Project Team member contact list; data request memorandum.

Task 2

Develop model parameters

- Technical memorandum discussing Land use Profiles, Geographic Service Areas, and Projections for the FIM

Task 3

Develop level of service, cost & revenue factors

Task 4

Prepare level of service, cost & revenue factor documentation

- Technical document on Level of Service and Cost/Revenue Projection Methodologies

Task 5

Design Fiscal Impact Model

- Draft high-level cost to serve findings

Task 6

Prepare cost to serve Fiscal Impact Report

- Draft and Final Cost to serve Fiscal Impact Report, presentation materials

Task 7

Revise and implement the Fiscal Impact Model

- FIM user documentation, presentation materials



Questions





CITY COUNCIL COMMUNICATION

Title: Award of Fiscal Impact Model RFP 24-760-17
Date: 08/27/2024
From: Kelsee Jordan Lee, Director of Planning and Economic Development; Leili Samuelson Procurement Manager

Economic Development Staff with the assistance of the Finance Department - Procurement office, has completed the evaluation of Request for Proposal No.24-760-17 for Fiscal Impact Model.

I. Background Information:

Based on Texas Local Government Code and our City Charter, a Request for Proposal (RFP) was issued to solicit responses for selection of a vendor to complete the Fiscal Impact Model.

II. Bidders:

The RFP was posted on May 31, 2024. The following bidder submitted a proposal by the published due date of June 28,2024.

Bidder	Address, City, State, Zip Code
TischlerBise, Inc.	4701 Sangamore Rd, Suite 240, Bethesda, MD 20816

III. Evaluation Process

The evaluation team evaluated each proposal based on the following factors:

	Proposal Evaluation Criteria	Points
1.	Firm Background	15
2.	Project Experience and Qualifications	25
3.	Methodology and Technical Approach	25
4.	Comments/Change Requests to Exhibit A	10
5.	Cost Proposal	25
6.	Oral Interviews	25
	Total	125

Interview was not conducted.

IV. Evaluation Results

The Evaluation Team determined that **TischlerBise, Inc.**, with an average score of 93.67 out of 100 possible points, met the requirements of this RFP and is the preferred provider set forth in the subject RFP. This determination was accomplished by evaluating their responses against the Evaluation Criteria.

Please see attached evaluation form: Bid Tab Evaluation

Under local government code section 2155.504 (b) An agency or local government may negotiate a lower price for goods or services.

The original price for the service submitted by **TischlerBise, Inc.** was \$90,780.00. After the department negotiated a lower price for the service, the price changed to \$89,800.00.

V. Procurement File

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

Bid Tab Evaluation- REQUEST FOR PROPOSALS FOR FISCAL IMPACT MODEL

REQUEST FOR PROPOSALS FOR FISCAL IMPACT MODEL

[Scoring Summary](#)
[BidTable Summary](#)
[Reviewer Scores](#)

Scoring Summary

Scores Rank

Active Submissions

[View Proposal Analysis](#)

Show/Hide Search...

Supplier	# Total / 125 pts	CLARITY AND QUALITY OF PROPOSAL Pass/Fail	Firm Background / 15 pts	Project Experience and Qualifications / 25 pts	Methodology and Technical Approach / 25 pts	Ability to comply with Exhibit A professional services agreement / 10 pts	COST EVALUATION / 25 pts	ORAL INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS / 25 pts
TischlerBise	93.67 pts	PASS	14.67 pts	24 pts	24.33 pts	10 pts	20.67 pts	0 pts

Click a proposal to view its individual scores



City Council Regular Meeting Staff Report

Discussion/Action to approve a work order with Colliers Engineering & Design in the amount of \$256,800 to provide professional services to design a proposed 24" Sanitary Sewer extension for Venado West. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12D
From	
Julio Gomez, CIP Manager	
Staff Contact(s)	
Julio Gomez,	

BACKGROUND:

The City of Cibolo approved a Master Services Agreement with Colliers Engineering in December 2023 to perform a variety of engineering services following the approval of a work order. This is the first phase in providing sanitary sewer services as part of the GVSUD and City of Cibolo Comprehensive Settlement Agreement for the acquisition of five (5) square miles of sewer service area.

STAFF RECOMMENDATION:

Staff recommends the approval of this work order with Colliers to provide professional services to design a 24" Sanitary Sewer extension for Venado West. The overall project study area will consist of the land North of Lower Seguin and South of FM 78 between Haeckerville Road and Pfannsteil Lane. The final study will determine the approximate services area of the proposed 24" Sanitary Sewer extension for Venado West.

FINANCIAL IMPACT:

This professional services contract will be funded by sewer impact fees.

MOTION(S):

I authorize the City Manager to approve a work order to Colliers Engineering for the design of a proposed 24" Sanitary Sewer in the amount of TWO-HUNDRED FIFTY-SIX THOUSAND, EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$256,800.00).

Attachments

[Colliers Engineering - Venado West Sanitary Sewer - Proposal.pdf](#)

[ATTACHMENT B.pdf](#)

3421 Paesanos Parkway San Antonio Texas 78231
Main: 877 627 3772

TBPLS Reg. 10194550 • TBPE Reg. F-14909 • TBPG 50617



August 13, 2024

City of Cibolo
Attn: Timothy Fousse
Director of Public Works & Capital Projects
200 S. Main Street
Cibolo, Texas 78108

Proposal for Professional Services
24" Sanitary Sewer Extension for Venado West
Colliers Engineering & Design Proposal No.: 24007143P

Dear Mr. Fousse,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional services for a proposed 24" Sanitary Sewer extension for Venado West. The overall project study area will consist of the land North of Lower Sequin and South of FM 78 between Haeckerville Road and Pfannsteil Lane. The final study will determine the approximate services area of the proposed 24" Sanitary Sewer extension for Venado West.

This proposal is divided into two sections as follows:

- Section I** – Scope of Services
- Section II** – Client Contract Authorization

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

Section I – Scope of Services

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

Route Study (\$20,560)

The route study will consist of using already obtained GIS information such as lidar contours, property boundaries, and right-of-ways. This information will be used to develop the most advantages route for the city. Preliminary elevations will be used to analyze the sewershed to maximize service area. The route study will produce and alignment that will be used for description on easements for right-of-way acquisition.

Topographical Survey and Improvement (\$35,240)

The topographical survey will be performed on the ground in a 50-foot grid, plus additional grade breaks. CED will locate improvements, including but not limited to, existing buildings, fences,

KFW Engineers + Surveying is now Colliers Engineering & Design

driveways, concrete rip-rap, and visible utilities. To locate underground utilities, we will place a One Call for utility locates and then survey the paint marks.

Engineering - Sanitary Sewer Plans (\$201,000)

This task includes preparation of plans for a public sanitary sewer main extension. The plans will be prepared to City of Cibolo standards. The total distance of the proposed 24" sanitary sewerline will be determined during the route study task of this proposal. The sanitary will be serviced by the existing FM 78 Lift Station. The overall project area will consist of the land North of Lower Sequin and South of FM 78 between Haekerville Road and Pfannsteil Lane. CED will produce 11"x17" plans, specifications, and OPCCs.

Schedule of Fees

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

Task Name	Fee
Route Study	\$ 20,560
Topographical Survey and Improvements	35,240
Engineering for Sanitary Sewer	201,000
Total Lump Sum Fee	\$ 256,800

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

Exclusions and Understandings

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

- Easement documentation
- Structural design, including retaining walls
- Landscape, Lighting, and Irrigation Plans
- Tree ordinance compliance
- Storm Water design
- Sidewalk design
- Platting services
- Storm drain detention design
- Design of a fire sprinkler system, hydraulic calculations, or a fire flow test
- Flood Study
- Construction staking services

- Design of public utility extensions and drainage improvements
- Fire flow tests and hydraulic calculations will be billed as a direct expense.
- All agency review and impact fees are to be provided by the client.
- Continuous onsite inspection services
- Union Pacific Railroad (UPRR) continuous track and ground monitoring
- Additional services requested by the client will be compensated by a negotiated lump sum fee. Additional services shall include, but are not limited to, any revisions to plans to accommodate site plan revisions after computations are complete.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Client Contract Authorization

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

Signature

Date

Printed Name

Title

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

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

Sincerely,



Christopher Otto, P.E. CFM
Geographic Discipline Lead – Municipal
Colliers Engineering & Design, Inc.

M:\687\Task Orders\2024\240607 Venado West Sanitary Sewer Extension\240708 – Venado West Sanitary Sewer - Proposal

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. **23-160-09-A** , between the City and Consultant effective _____ December _____, 2023.

Work Order Date: 8/27/2024

CONSULTANT: Colliers Engineering

Consultant Project Manager: Chris Otto

City Point of Contact: Julio Gomez

Type of Compensation: Lump Sum

Compensation: \$256,800

Description of Services: Design of a 24" Sanitary Sewer Extension for Venado West

Deliverables: See Attached.

Schedule Requirements:

Commence Services: August 27, 2024

Completion of Services: TBD

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

Colliers Engineering & Design

By: _____

By: _____

Name: Wayne Reed

Name: _____

Title: City Manager

Title: _____



City Council Regular Meeting Staff Report

Discussion/Action on an approval of a work order with ESP Associates in the amount of \$93,870 to design a 12" Water Main Extension on Haeckerville Rd. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12E
From	
Julio Gomez, CIP Manager	
Staff Contact(s)	
Julio Gomez, Timothy Fousse, Jacob Parsons,	

BACKGROUND:

The City of Cibolo approved a Master Services Agreement with ESP Associates in 2023 to perform a variety of engineering services following the approval of a work order. This project is designed to extend water services within our service area along Haeckerville Road.

STAFF RECOMMENDATION:

Staff recommends allowing the City Manager to execute this work order with ESP Associates for professional services engineering of a 12" water main extension along the west Right-of-Way (ROW) line of Haeckerville Road starting from approximately 150 feet south of the Town Creek Bridge extending to Lower Seguin Road for an approximate distance of 8400 feet.

FINANCIAL IMPACT:

This professional services contract will be funded by Water Impact Fees

MOTION(S):

I authorize the City Manager to approve a work order with ESP Associates for the professional services engineering of a 12" water main extension in the amount of NINETY-THREE THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$93,870).

Attachments

[ESP Associates - 12in Water Main Extension - Proposal.pdf](#)

WORK ORDER NO. 2

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. **23-160-09-B**, between the City and Consultant effective August 3, 2023.

Work Order Date: July 29, 2024

Consultant: ESP Associates, Inc.

Consultant Project Manager: David Babineaux, PE

QA/QC Jeffrey S. Tondre, PE, RAS

Ken E. Rogers, PE, CFM

City Point of Contact: Tim Fousse

Type of Compensation: Fixed Price

Compensation: \$93,870

Description of Services: See attached Scope of Work

Deliverables: See Attached

Schedule Requirements: Commence Services: TBD
Completion of Services: TBD-Approximate 8-weeks
Submittal Dates for Each Deliverable: _____.

Agreed to be:


CITY:

CITY OF CIBOLO

By: _____
Name: Wayne Reed
Title: City Manager

CONSULTANT:

ESP Associates, Inc.

By: 
Name: Ken E. Rogers, PE, CFM
Title: Officer

**CITY OF CIBOLO
12" WATER MAIN EXTENSION
WORK ORDER #2
SCOPE OF SERVICES**

Project Description

The project is a 12" water main extension along the west right-of-way (ROW) line of Haeckerville Road starting from approximately 150 feet south of the Town Creek Bridge extending to Lower Seguin Road for an approximate distance of 8400 feet.

Task 1 – Project Management

- A. CONSULTANT is to prepare monthly progress reports detailing the work performed in the current billing period to accompany project invoicing. CONSULTANT is to report on work to be performed in the next billing period.
- B. CONSULTANT is to prepare monthly invoices while work is being performed in a format defined by CLIENT prior to the first billing.
- C. CONSULTANT is to prepare for and attend monthly progress meetings with CLIENT while work is being performed. CONSULTANT is to prepare meeting notes summarizing items discussed and decisions made.

Deliverables:

- Invoices
- Monthly progress meeting minutes

Task 2 – Schematic Design and Preliminary Engineering Memo

- A. CONSULTANT is to prepare for and attend a project kick-off meeting to discuss project goals, objectives, and project schedule.
- B. CONSULTANT is to perform a site visit to assess existing conditions and prepare a site visit memorandum summarizing items noted and photos, where appropriate.
- C. CONSULTANT is to prepare a preliminary opinion of probable construction cost (OPCC). CITY is to provide task order based construction prices, where available for use in determining project cost.
- D. CONSULTANT is to prepare a roll plot schematic design based on publicly available aerial photography to show the anticipated route and a brief memo of design considered.
- E. CONSULTANT is to perform quality control reviews of all submittals using the ESP Associates Quality Control Manual.

Deliverables:

- Kick-off meeting minutes
- Site visit memorandum
- Roll plot schematic
- Preliminary OPCC

Task 3 – Field Survey

- A. CONSULTANT is to obtain field planimetric information of the project area and 100' east and west along Lower Seguin Road at the intersection with Haeckerville Road.
- B. Survey Crew shall locate visible surface features including: edge-of-pavement, fences, signs, pavement markings, visible evidence of utilities, headwalls, trees, light poles, signal control boxes, signal poles, fences, ditch flow lines, driveway culverts, driveways, culvert crossings, and walls; utility one call locates shall be utilized.
- C. Apparent ROW.

Deliverables:

- Planimetric survey base file (DWG format)

Task 4 – Plans, Specifications, and Estimates (PS&E)

- A. CONSULTANT is to prepare the following drawings
 - a. Cover sheet on CITY Title Block with Index of Sheets (1 sheet, 11"x17")
 - b. General Notes (1 sheet, 11"x17")
 - c. Project Layout with Control Points and Typical Sections (1 sheet, 11"x17")
 - d. Summary of Quantities and Traffic Control Narrative (1 sheet, 11"x17")
 - e. TxDOT traffic control standard details (12 sheets, 11"x17")
 - f. Water design plan sheets (8 sheets at 1"=100' double banked, 11"x17")
 - g. Temporary Erosion Control Narrative (1 sheet, 11"x17")
- B. CONSULTANT is to prepare a PDF set of drawings representing 95% and submit to CITY for review and comment.
- C. CONSULTANT is to prepare a 95% preliminary opinion of probable construction cost (OPCC). CITY is to provide task order based construction prices, where available for use in determining project cost.
- D. CONSULTANT is to address comments from 95% submission and resubmit 100% ready to advertise drawings to CITY.
- E. CONSULTANT is to perform quality control reviews of all submittals using the ESP Associates, Inc. Quality Control Manual.
- F. Consultant shall prepare a TCEQ letter of compliance and submit said letter to TCEQ. This fee does not include a complete set of plans and specifications to TCEQ.

Deliverables:

- 95% plans OPCC
- 100% plans

Task 5 – Bid Phase Services

- A. CONSULTANT is to prepare the bid form on CITY-supplied standard forms.
- B. CONSULTANT is to attend in-person pre-bid meeting.
- C. CONSULTANT is to respond to requests for clarification and prepare responses and addenda.
- D. CONSULTANT is to prepare a bid tabulation and review for errors in math, identify unbalanced bids, and provide a recommendation to CITY for award of contract.

Assumptions:

- Environmental constraints analysis is not required since the work will be within existing ROW and no work within creeks and streams is anticipated.
- Cibolo Water & Sanitary Sewer Standards & Technical Specifications are to be used.
- Storm water pollution prevention will be limited to a performance specification using the data supplied in the narrative provided.
- Compliance with stormwater criteria is waived for the limited addition of impervious cover from the addition of sidewalks.
- Grading is limited to restoring ditches to their pre-construction condition and capacity. Hydraulic verification of ditch capacity is not included.

**City of Cibola
Work Order No. 2**

	Staff:		Engr Director II	Engr Director I	Survey Department	Project Eng III	Project Eng II	Project Eng I	Designer II	Admin	
	Staff Rates:		\$ 325	\$ 295	\$ 14,845	\$ 200	\$ 210	\$ 155	\$ 140	\$ 105	TOTAL
	ACTIVITIES		Hours								TOTAL
Task 1	Project Management	Hours	6	24				3		6	
		Amt	1,950	7,080	0	0	0	465	0	630	\$ 10,125
Task 2	Schematic Design & Prelim Eng. Memo	Hours	2	24				44		6	
		Amt	650	7,080	0	0	0	6,820	0	630	\$ 15,180
Task 3	Field Survey	Hours	0	4	1						
		Amt	0	1,180	14,845	0	0	0	0	0	\$ 16,025
Task 4	Plans, Specifications & Estimates	Hours	16	88				90		6	
		Amt	5,200	25,960	0	0	0	13,950	0	630	\$ 45,740
Task 5	Bid Phase Services	Hours	0	16				8		8	
		Amt	0	4,720	0	0	0	1,240	0	840	\$ 6,800
TOTAL											\$ 93,870



City Council Regular Meeting Staff Report

Discussion/Action to approve a Purchase Order with Brauntex for Asphalt in the amount of \$105,000 for the Mill & Overlay of Wiedner Road. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12F
From	
Julio Gomez, CIP Manager	
Staff Contact(s)	
Julio Gomez, Faustino (Robert) Vela,	

PRIOR CITY COUNCIL ACTION:

City Council approved a contract in April 2023 with Brauntex to provide construction materials.

BACKGROUND:

This project is part of the Street Maintenance plan as part of the FY24 budget. In-house staff is removing 6" of existing material and replacing it with 4" of Type B asphalt and 2" of Type C asphalt. This will provide an improved road surface between FM1103 and Hinge Falls.

STAFF RECOMMENDATION:

Staff recommends City Council allow the City Manager to approve this purchase order as part of the FY24 Street Maintenance Plan.

FINANCIAL IMPACT:

These funds are available in the FY24 Street Maintenance Budget

MOTION(S):

I authorize the City Manager to approve a purchase order with Brauntex Materials for the purchase of asphalt for the Wiedner Road street maintenance project in the amount of ONE HUNDRED FIVE THOUSAND, SIX HUNDRED DOLLARS AND ZERO CENTS (\$105,600.00)

Attachments

[Brauntex PO.pdf](#)



New Purchase Order Request

Requestor: _____ Date: _____

Short Description of purchase: _____

Name of Awarded Vendor: _____

Account #: _____ Amount: \$ _____ Account #: _____ Amount: \$ _____

Account #: _____ Amount: \$ _____ Account #: _____ Amount: \$ _____

PO Total: \$ _____

Purchase less than or equal to \$3,000: *Vendor required a PO*

*Department Authorization Signature: _____

Purchase greater than \$3,000 but less than \$50,000:

- Completed Exemption Form, or
- Require 3 quotes (catalog, internet, written), including
 - Show proof of two Historically Underutilized Businesses (HUB) within Guadalupe county, or
 - Only one applicable Guadalupe HUB was identified and contacted, or
 - No applicable Guadalupe County HUBs was identified.

*Department Authorization Signature: _____

If amount is greater than \$15,000 and less than \$50,000: Requires City Manager approval *taken care of by Finance

Purchase greater than \$50,000:

- Competitive Bids/Proposals are required or a completed Exemption Form, and
- Requires City Council approval, and
- Requires 1295 Form completed by the vendor online.

*Department Authorization Signature: _____

Attached Documents:

- Quotes (Contract/Proposal/email/print screen from website) must contain the following:
 - o Contain vendor name with logo, address, date.
 - o Description of purchase (item numbers), Quantity, Price per item and total cost.
- Historically Underutilized Businesses (HUB).
 - o <https://mycpa.cpa.state.tx.us/tpasscblsearch/index.jsp>
- CO-OP noted on Quote if utilized in pricing (required) with contract.
- Completed Exemption Form if qualified.
- 1295 form if contract requires council approval or is over \$1,000,000. Vendor completes form online at <https://www.ethics.state.tx.us/file>
- W-9 if new vendor.

Once your Purchase Order is approved, you will be notified via email along with a copy of the PO.



City Council Regular Meeting Staff Report

Discussion/Action for purchase of the Carmanah School Flasher system(s), peripheral equipment, and software subscription from MoboTrex, Inc. through BuyBoard Contract #703-23 in an amount not to exceed \$120,250.00. (Mr. Beekman)

Table with 2 columns: Meeting, Agenda Group. Meeting: Tuesday, August 27, 2024, 6:30 PM. Agenda Group: Discussion/Action Item: 12G. From: Tracy Beekman, Information Services Director.

PRIOR CITY COUNCIL ACTION:

None

BACKGROUND:

The City of Cibolo maintains numerous school zone flasher systems to enhance the safety of students and pedestrians around schools. These flashers serve several key purposes:

- Alert Drivers: Notify drivers to reduce speed when entering a school zone.
Increase Visibility: Highly visible flashing lights draw attention to school zone signs and speed limits.
Enhance Safety: Reduced vehicle speeds decrease the likelihood of accidents involving children.
Regulate Traffic Flow: Manage traffic during peak school hours to ensure a safer environment.
Legal Compliance: Ensure adherence to local traffic laws requiring reduced speeds in school zones.

These devices are crucial for creating a safer environment during school arrival and release times. However, the current system has been plagued with frequent failures, high maintenance costs, and operational difficulties. Repairs often take weeks and require expensive cellular service for remote operation and scheduling.

In contrast, the Carmanah solution offers a more reliable, cost-effective, and easy-to-install alternative, with a three-year warranty and five years of subscription services. Key benefits include:

- Reliability: Core energy management ensures operation even in cloudy conditions, with a turn-key system custom configured for optimal performance and weather resilience.
Cost-Effectiveness: No need for trenching, wiring, or digging, utilizing existing poles for mounting. The plug-and-play installation reduces disruption, and the cabinet-free design prevents vandalism.
Easy Installation and Operation: Controlled via Windows-based software and mobile application, with preset operation for up to 500 days based on the school calendar. Installation to existing signposts takes just 30 minutes, and the system is easy to relocate and re-purpose.

Overall, the Carmanah solution promises to be a more efficient and dependable choice for maintaining school zone safety in Cibolo. With this move to the Carmanah solution, we will replace all existing school zone flashers currently owned, maintained, and operated by the City.

STAFF RECOMMENDATION:

Staff recommends authorizing the City Manager or his designee to complete the purchase order process for purchase of the Carmanah School Flasher system(s), peripheral equipment, and software subscription from MoboTrex, Inc. through BuyBoard Contract #703-23 in an amount not to exceed \$120,250.00.

FINANCIAL IMPACT:

Funds are available in the FY24 Child Safety Fund and Police Department Asset Forfeiture Fund in the amounts of \$110,250.00 and \$10,000.00 respectively.

MOTION(S):

Motion to authorize the City Manager or his designee to complete the purchase order process for the purchase of the Carmanah School Flasher system(s), peripheral equipment, and software subscription from MoboTrex, Inc. through BuyBoard Contract #703-23 in an amount not to exceed \$120,250.00.

Attachments

[MoboTrexQuote.pdf](#)

[BuyBoardContract703-23.pdf](#)

Customer: CONTRR8
Tracy Beekman
Contractor Quote - Region 8
United States

Date: 07/16/2024
Expire Date: 10/31/2024
Prepared By: Holdridge, Vincent V.

Contact: Tracy Beekman

RFQ #: CITY OF CIBOLO

Description: CARMANAH R829-MX100 SCHOOL ZONE FLASHER PRO

Part #	Description	Quantity	Price	Extended
CAR-R829-MX100	Carmanah R829-MX100 School Zone Flasher	25	\$4,810.00	\$120,250.00
CAR-67620	BATTERY:7A/HR,STAND,(E SERIES)	50	\$0.00	\$0.00
CAR-90460	MX SERIES,MX100 SOLAR PWR MOD,W/ 15W PNL	25	\$0.00	\$0.00
CAR-91582	FWK:SOP MOUNT,BEACON,10" ARMSx2,YELLOW	75	\$0.00	\$0.00
CAR-90494	12in. MX beacon module, with stiffener, yellow, yellow LED	75	\$0.00	\$0.00
PBU12637-001	SOFTWARE:MX PRO SUBSCRIPTION,5 YRS.	25	\$0.00	\$0.00
CAR-91698	MX SERIES, FLASHER MODULE HARNESS,16'	75	\$0.00	\$0.00
CAR-91615	FWK:MOUNT,POLE TOP,3.5-4.5"OD,NO COLOR	25	\$0.00	\$0.00

Sale Amount:	\$120,250.00
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	\$120,250.00

Notes:

SHIPPING INCLUDED

ALL ITEMS ON OUR BUYBOARD CONTRACT#703-23

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, Inc. only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.



BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Mira's Sports & More(M)(E)(I)(T)	6006 Ayers Street	Corpus Christi	TX	78415	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
Misael Gomez /dba/ Three Colors, Inc.(E)(I)(T)	535 Purdy Street	Brookshire	TX	77423	6/1/2024	5/31/2027	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 737-24
Mission Golf Cars(E)(I)(T)	18865 Redland Road	San Antonio	TX	78259	6/1/2023	5/31/2026	Grounds Maintenance Equipment, Parts, and Supplies 706-23
Mission Restaurant Supply(E)(I)(T)	1126 S. St. Mary's St.	San Antonio	TX	78210	12/1/2022	11/30/2025	Food Service Equipment, Supplies and Appliances 683-22
Mity-Lite(E)(I)(T)	1301 West 400 North	Orem	UT	840567	4/1/2022	3/31/2025	Furniture for School, Office, Science, Library and Dormitory 667-22
MJD Moving, Inc. /dba/ MoveCorp(E)(I)(T)	10300 Metric Blvd. Suite 150	Austin	TX	78758	6/1/2024	5/31/2027	Moving Services and Supplies 738-24
MK2 Service and Solutions(E)(I)(T)	253 High Meadow Drive	Livingston	TX	77351	12/1/2021	11/30/2024	Building Maintenance, Repair, and Operations Supplies and Equipment 657-21
MK2 Service and Solutions(E)(I)(T)	253 High Meadow Drive	Livingston	TX	77351	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
MLN Service Company(E)(I)(T)	3931 Ann Arbor Drive	Houston	TX	77063	12/1/2023	11/30/2026	HVAC Equipment, Supplies, and Installation of HVAC Equipment 720-23
MNJ Technologies Direct, Inc.(E)(I)(T)	1025 Busch Parkway	Buffalo Grove	IL	60089	1/1/2022	12/31/2024	Technology Equipment, Products, Services and Software 661-22
Mobile Communications America(E)(I)(T)	501 Duncan Perry Road	Arlington	TX	76011	4/1/2023	3/31/2026	Radio Communications and Video Recording Products and Services 696-23
Mobile Communications America(E)(I)(T)	501 Duncan Perry Road	Arlington	TX	76011	4/1/2023	3/31/2026	Public Safety and Firehouse Supplies and Equipment 698-23
Mobile Communications America, Inc. (DFW-Crosspoint Communications)(E)(I)(T)	501 Duncan Perry Rd.	Arlington	TX	76011	10/1/2021	9/30/2024	Emergency Alert and Voice Broadcast Communications Systems 647-21
Mobile Modular Management Corporation	4445 E. Sam Houston Pkwy S.	Pasadena	TX	77505	4/1/2024	3/31/2027	Modular Buildings, Classrooms, and Relocation Services 732-24
MoboTrex, Inc.(E)(I)(T)	109 W. 55th Street	Davenport	IA	52806	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs



The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for **Highway Safety Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	AEMC Instruments pricelist	5%	No
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
American Signal Company	AMSIG pricelist	20%	Yes
Anderson Fencing And Custom Welding	Anderson Fencing and Custom Welding pricelist	5%	Yes
Texas Highway Products	Availed pricelist	3%	Yes
Texas Highway Products	Axis pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Bayco Products pricelist	20%	No
AM Signal, Inc.	Bosch pricelist	10%	No
Texas Highway Products	Bosch pricelist	3%	No
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
C&S Safety Supply	C&S Safety pricelist	20%	Yes
Texas Highway Products	Clary pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Code 3 pricelist	20%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	Yes
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
DetectaChem	Detectachem pricelist	3%	Yes
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Farrwest Environmental Supply, Inc.	Drone Nerds pricelist	4%	No
Farrwest Environmental Supply, Inc.	Dupont pricelist	22%	No



The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for **Highway Safety Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
Econolite	Econolite pricelist (12% - 19%)	19%	Yes
Texas Highway Products	EDI pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Edwards & Cromwell pricelist	7%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	No
Texas Highway Products	Encom pricelist	3%	Yes
J&M Supply, Inc.	ERB catalog and pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Farrwest pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Federal Signal pricelist	20%	No
Feniex Industries	Feniex Industries pricelist	47%	No
AM Signal, Inc.	Flir Detection pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	FLIR Drone & Robots pricelist	1%	No
Farrwest Environmental Supply, Inc.	Go Rhino pricelist	20%	No
Gulf Highway Equipment, LLC	Gulf Highway Equipment pricelist	5%	Yes
Farrwest Environmental Supply, Inc.	Haix Fire pricelist	18%	No
Farrwest Environmental Supply, Inc.	Havis pricelist	20%	No
K&K Systems, Inc.	K&K Systems pricelist	5%	Yes
Farrwest Environmental Supply, Inc.	Kappler pricelist	9%	No
Farrwest Environmental Supply, Inc.	Lund pricelist	5%	No
Farrwest Environmental Supply, Inc.	MPH Industries pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Nanuk pricelist	20%	Yes
Texas Highway Products	Notraff pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	NRS pricelist	12%	No
Farrwest Environmental Supply, Inc.	Plastix Plus pricelist	5%	No
Farrwest Environmental Supply, Inc.	PMI pricelist	12%	Yes



The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for Highway Safety Products, Supplies, and Equipment

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	Pro-Gard pricelist	15%	No
Farrwest Environmental Supply, Inc.	Putco pricelist	10%	No
Texas Highway Products	Qfree pricelist	3%	Yes
Texas Highway Products	Raycap pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Rigid pricelist	10%	No
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	No
ACP International	SA-SO pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Sensit pricelist	7%	No
Farrwest Environmental Supply, Inc.	Slidemaster pricelist	5%	No
Farrwest Environmental Supply, Inc.	Stalker Radar pricelist	1%	Yes
Farrwest Environmental Supply, Inc.	Streamlight pricelist	25%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
AM Signal, Inc.	Tapco WWD pricelist	10%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Tiger Traffic	Tiger Traffic pricelist	15%	No
Farrwest Environmental Supply, Inc.	Tingley Rubber pricelist	12%	No
Texas Highway Products	Tomar pricelist	3%	Yes
Traffic Parts, Inc.	Traffic Parts pricelist	2%	No
Area Wide Protective	TraFFix pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Troy Products pricelist	20%	No



The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for **Highway Safety Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	TrueNorth pricelist	8%	No
Texas Highway Products	TX HWY pricelist	3%	Yes
Texas Traffic and Barricade, LLC	Ver-Mac pricelist	15%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes
Farrwest Environmental Supply, Inc.	Westin pricelist	15%	Yes
Farrwest Environmental Supply, Inc.	Whelen pricelist	25%	No
Farrwest Environmental Supply, Inc.	Wiley-X pricelist	17%	No

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AM Signal, Inc.	Acyclica pricelist	10%	Yes
MoboTrex, Inc.	Advantech pricelist	10%	Yes
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
American Signal Company	AMSIG pricelist	20%	Yes
MoboTrex, Inc.	Antaira pricelist	10%	Yes
Texas Highway Products	Availed pricelist	3%	Yes
Texas Highway Products	Axis pricelist	3%	Yes
Texas Highway Products	Bosch pricelist	3%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	5%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	5%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	5%	Yes
MoboTrex, Inc.	Carmanah Technologies pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes



The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Texas Highway Products	Transline Industries-Trantex pricelist	3%	Yes
MoboTrex, Inc.	Component Products pricelist	10%	Yes
MoboTrex, Inc.	Costar pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	Yes
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Texas Highway Products	Current pricelist	3%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
MoboTrex, Inc.	Currux Vision pricelist	5%	Yes
Custom Products Corporation	Custom Products pricelist	2%	Yes
MoboTrex, Inc.	Dialight Corporation pricelist	13%	Yes
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
MoboTrex, Inc.	Eberle Design pricelist	10%	Yes
Econolite	Econolite pricelist (12%-19%)	12%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	Yes
Texas Highway Products	Encom pricelist	3%	Yes
Feniex Industries	Feniex Industries pricelist	47%	Yes
Gulf Highway Equipment, LLC	Gulf Highway Equipment pricelist	9%	Yes
MoboTrex, Inc.	Houston Radar pricelist	10%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
K&K Systems, Inc.	K&K Systems pricelist	5%	Yes
AM Signal, Inc.	Miovision pricelist	10%	Yes
MoboTrex, Inc.	MoboTrex pricelist	15%	Yes
MoboTrex, Inc.	MS Sedco pricelist	10%	Yes
MoboTrex, Inc.	Multilink pricelist	10%	Yes



The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Texas Traffic and Barricade, LLC	Mutcd Signage pricelist	10%	Yes
Texas Highway Products	Notraff pricelist	3%	Yes
MoboTrex, Inc.	Olson pricelist	10%	Yes
OMJC Signal, Inc.	OMJC Signal pricelist	5%	Yes
Texas Highway Products	Pelco pricelist	3%	No
MoboTrex, Inc.	Pelco pricelist	10%	No
Texas Traffic and Barricade, LLC	Plasticade Products pricelist	10%	Yes
Texas Highway Products	Qfree pricelist	3%	Yes
Texas Highway Products	Raycap pricelist	3%	Yes
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	No
ACP International	SA-SO pricelist	10%	Yes
Stalker Radar	Stalker Radar pricelist	8%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
MoboTrex, Inc.	Temple pricelist	5%	Yes
Texas Traffic and Barricade, LLC	Texas Traffic and Barricade pricelist	10%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Tiger Traffic	Tiger traffic pricelist	15%	Yes
MoboTrex, Inc.	Tomar Electronics pricelist	10%	Yes
AM Signal, Inc.	Tomar pricelist	10%	No
Texas Highway Products	Tomar pricelist	3%	No
Traffic Parts, Inc.	Traffic Parts pricelist	2%	Yes
Area Wide Protective	TraFFix pricelist	10%	Yes



The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes
Texas Highway Products	TX Hwy pricelist	3%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes
MoboTrex, Inc.	ZincFive pricelist	5%	Yes

3. Discount (%) Off Catalog /Pricelist for **Pavement Marking Supplies and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
Ennis-Flint, Inc.	Ennis-Flint BuyBoard pricelist (0%-56%)	0%	Yes
ACP International	SA-SO pricelist	10%	No
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	No
Area Wide Protective	TraFFix pricelist	10%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes



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4. Discount (%) Off Catalog /Pricelist for **Delineation Products and Object Markers**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	No
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Area Wide Protective	TraFFix pricelist	10%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes

5. Discount (%) Off Catalog /Pricelist for **Road Signs, Posts, and Hardware**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
Texas Highway Products	Availed pricelist	3%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes



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5. Discount (%) Off Catalog /Pricelist for **Road Signs, Posts, and Hardware**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Custom Products Corporation	Custom Products pricelist	2%	Yes
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	No
Texas Highway Products	Pelco pricelist	3%	Yes
ACP International	SA-SO pricelist	10%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes
Texas Highway Products	TX HWY pricelist	3%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes

6. Discount (%) Off Catalog /Pricelist for **Fire Hydrants and Accessories**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Pollardwater	Pollarwater pricelist (0%-3%)	0%	Yes

7. Discount (%) Off Catalog /Pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No



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8. Discount (%) Off Catalog /Pricelist for **Locking Systems for Highway/Safety Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Econolite	Abloy pricelist	10%	No
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes

9. Discount (%) Off Catalog /Pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
The Tamis Corporation	The Tamis pricelist	0%	No

10. Discount (%) Off Catalog /Pricelist for **Herbicides and Weed Control Products for Roads and Highways**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes

11. Discount (%) Off Catalog /Pricelist for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization** (granular, liquid, and/or chemical based)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Gulf Highway Equipment, LLC	Gulf Highway Equipment pricelist	5%	No
The Tamis Corporation	The Tamis pricelist	0%	No



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12. Discount (%) Off Catalog /Pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	AEMC Instruments pricelist	5%	Yes
Farrwest Environmental Supply, Inc.	Blackline Safety pricelist	3%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	12%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Farrwest Environmental Supply, Inc.	Drager pricelist (11%-25%)	11%	Yes
Farrwest Environmental Supply, Inc.	Dupont pricelist	22%	No
Farrwest Environmental Supply, Inc.	Edwards & Cromwell pricelist	7%	Yes
Farrwest Environmental Supply, Inc.	Firstline Technology pricelist	2%	Yes
Farrwest Environmental Supply, Inc.	FLIR TIC's pricelist	8%	Yes
Farrwest Environmental Supply, Inc.	Haix Fire pricelist	18%	No
Farrwest Environmental Supply, Inc.	Kappler pricelist	9%	Yes
Farrwest Environmental Supply, Inc.	Honeywell RAE Systems - Portables pricelist	13%	Yes
Farrwest Environmental Supply, Inc.	Honeywell RAE Systems - Wireless pricelist	4%	Yes
Farrwest Environmental Supply, Inc.	Sensit pricelist	7%	No
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	No
Farrwest Environmental Supply, Inc.	Thermo Radiation pricelist	2%	No
Farrwest Environmental Supply, Inc.	Tingley Rubber pricelist	12%	Yes



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13. Discount (%) Off Catalog /Pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	Yes
Texas Traffic and Barricade, LLC	TTB pricelist	5%	Yes

14. Discount (%) Off Catalog /Pricelist for **All Other Related Highway Safety and Traffic Control Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
American Signal Company	AMSIG pricelist	20%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	Yes
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
Econolite	Econolite pricelist	19%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	Yes
Kustom Signals, Inc.	Kustom Signals-BuyBoard pricelist	30%	Yes
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	No



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14. Discount (%) Off Catalog /Pricelist for **All Other Related Highway Safety and Traffic Control Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
ACP International	SA-SO pricelist	10%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	yes
Tiger Traffic	Tiger Traffic pricelist	15%	Yes
Traffic Parts, Inc.	Traffic Parts pricelist	2%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes

15. Discount (%) Off Catalog /Pricelist for **Maintenance/Warranty Agreements for Highway Safety and TrafficControl Equipment and Systems**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
American Signal Company	AMSIG pricelist	20%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
Econolite	Econolite pricelist	19%	Yes
Texas Highway Products	Texas Highway Product pricelist	3%	Yes

16. Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dobie Supply, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$70.00	Yes
Stalker Radar	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$85.00	Yes
Farrwest Environmental Supply, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$95.00	Yes



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16. Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Gulf Highway Equipment, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$135.00	Yes
Texas Traffic and Barricade, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$145.00	Yes
Anderson Fencing And Custom Welding	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$150.00	Yes
Striping Service and Supply, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$155.00	Yes
Centerline Supply, LTD.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$175.00	Yes
Texas Highway Products	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$185.00	Yes
Consolidated Traffic Controls, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$350.00	Yes
Econolite	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	\$425.00	Yes

17. Hourly Labor Rate for Weed Control Service for Roads and Highways

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Consolidated Traffic Controls, Inc.	Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways	\$350.00	Yes



City Council Regular Meeting Staff Report

Discussion/Action on allowing the City Manager to approve a contract with Tyler Technologies for the purchase of a Records Management System (RMS) for the City of Cibolo Police Department. (Chief Andres)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12H
From	
Thedrick Andres, Chief of Police	

PRIOR CITY COUNCIL ACTION:

On July 23, 2024, the City Council received a presentation from Chief of Police Thedrick Andres regarding an enhanced Law Enforcement Records Management System (RMS) with Tyler Technologies. During this meeting, the City Council approved the City Manager's signing of an Interlocal Purchase Agreement with the City of Schertz and the City of Cibolo regarding a competitive procurement process for a new RMS with Tyler Technologies.

The Cibolo Police Department is seeking funding to implement an advanced Law Enforcement Records Management System to enhance our ability to access mission-critical data, identify trends, quickly sort and refine searches, and visualize information for easy, customizable data analysis.

The system will allow officers to complete reports on smartphones, tablets, Mobile Data Terminals, laptops, or desktops at the station. More importantly, Cibolo police officers will be able to document reports in the field; there's no need to wait until the end of a shift to complete reports. Cibolo police officers will benefit from completing reports faster, no re-entry of data or information, real-time collaboration with regional law enforcement partners, and intelligence-sharing capabilities.

The Tyler Technologies Law Enforcement Records Management System provides agencies with the ability to perform the following features:

Customizable / Configurable Features:

- Internal Reports / Ad-hoc reporting.
- Dashboards and Key Performance Indicators
- Crime Mapping / Statistical Reports
- Output forms for internal or external use
- Screen layouts and agency-defined new data fields

Fixed Non-Customizable Features:

- Mobile Field Reports used by officers in the field.
- Data collection in law enforcement must meet the FBI's National Incident Based Reporting System (NIBRS) and to Texas TIBRS.
- Tyler provides uniform Field reports that are compliant with NIBRS and certified by TX-DPS, including Arrest, Incident, Case, and Case Supplement field forms.

BACKGROUND:

N/A

STAFF RECOMMENDATION:

The staff recommends that funding be approved to enter a contract with Tyler Technologies for a Law Enforcement Records Management System for the Cibolo Police Department.

FINANCIAL IMPACT:

The total amount is \$213,835.00, which includes the first 15 months of prorated services and the first-year service fee. With financing of a five-year agreement, the total annual cost would be \$93,184.00 for years two through five.

MOTION(S):

Motion to allow the City Manager to approve a contract with Tyler Technologies for the a Law Enforcement Records Management System in the amount of \$213,835.00 for the first fifteen (15) months of prorated services and an annual cost of \$93,184.00 for years two through five.

Attachments

[Cibolo, TX SaaS Agreement 071024 071924 072424-final.pdf](#)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Cibolo, TX.
- **“Data”** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. “Data” excludes Service Usage Data.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including



Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“Service Usage Data”** means data and telemetry collected by us relating to your or your authorized users’ use of the Tyler Software and/or SaaS Services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

- 3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery

Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call

Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to

terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties

under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.



Tyler Technologies, Inc.

City of Cibolo, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Cibolo
162 TX-539 Loop
Cibolo, TX 78108
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 82,720
Third-Party Products	\$ 6,400
Estimated Travel	\$ 16,000
Total One-Time Cost	\$ 105,120
Annual Recurring Fees/SaaS	\$ 93,184
Tyler Software Maintenance	\$ 0



Quoted By: Eric Burrell
 Quote Expiration: 7/31/24
 Quote Name: Final Pricing - Join Schertz

Sales Quotation For:

Cibolo Police Department
 162 TX-539 Loop
 Cibolo TX 78108
 Phone: 2106591999

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Law Enforcement Records Management System			
LERMS Add-On	\$ 59,167	\$ 0	\$ 59,167
Link Analysis	\$ 6,000	\$ 0	\$ 6,000
Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	\$ 15,000	\$ 0	\$ 15,000
Mobile			
Field Reporting Site License	\$ 13,017	\$ 0	\$ 13,017
-LE Field Reporting	\$ 0	\$ 0	\$ 0
-LE Accident Reporting (requires Crash module in RMS)	\$ 0	\$ 0	\$ 0
-Field Investigation Field Reporting	\$ 0	\$ 0	\$ 0
-MCT Ticket Writer (requires Ticket Writer interface in RMS)	\$ 0	\$ 0	\$ 0
-Stop Data Reporting (requires Stop Data in RMS)	\$ 0	\$ 0	\$ 0
TOTAL			\$ 93,184

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Project Management	1	\$ 17,120	\$ 0	\$ 17,120	\$ 0
LERMS Configuration	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
LERMS Training	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
LERMS Go-Live	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
Field Reporting Configuration	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
Field Reporting Training	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
Field Reporting Go-Live	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
City GIS Implementation	1	\$ 11,310	\$ 0	\$ 11,310	\$ 0
Public Safety Analytics Installation & Remote Training	1	\$ 4,500	\$ 0	\$ 4,500	\$ 0
Enterprise Law Enforcement Additional Modules				\$ 3,100	\$ 0
Data Archive Conversions				\$ 24,650	\$ 0
TOTAL				\$ 82,720	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Hardware					
Bar Coding Scanner Kit w/Signature Pad	1	\$ 6,400	\$ 0	\$ 6,400	\$ 0
TOTAL				\$ 6,400	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 93,184
Total Tyler Services	\$ 82,720	\$ 0
Total Third-Party Hardware, Software, Services	\$ 6,400	\$ 0
Estimated Travel	\$ 16,000	\$ 0

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Addtl Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	1	\$ 24,650	\$ 0	\$ 24,650
TOTAL				\$ 24,650

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

A Command Center approach will be utilized for Records, FRMS and Mobile. The hosting and add-on agency would be required to provide front-line support personnel for the add-on agency at go-live.

The Mobile forms and workflows that are adopted by the host agency are the templates for the activity to be completed at the add-on agency. Form customization for the add-on agency to diverge from the host agency are not allowed.

An unlimited Law Enforcement Field Reporting Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Year one SaaS fees shall be invoiced for the term commencing on the first day of the first month following the Effective Date through September 30, 2025. SaaS Fees for years 2 through 5 shall be invoiced annually on October 1, through September 30. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Professional Services.
 - 2.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced on the first day of the first month following the Effective Date.
3. Third Party Products.
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced on the first day of the first month following the Effective Date..
 - 3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Expenses. The Investment Summary includes travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.



Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client’s database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to the Client’s system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



City Council Regular Meeting Staff Report

Discussion/Presentation regarding a hotel market study for property at or near 590 W FM 78. (Mr. Hartley)

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 12I
From	
Kelsee Jordan Lee, Planning & Economic Development Director	

BACKGROUND:

To assist with the discussion and evaluation of a potential development on land owned by the Cibolo Economic Development Corporation (Cibolo EDC) on FM 78, proposals were solicited for a hotel and market feasibility study. It was deemed beneficial to conduct this hotel feasibility study as there is a desire to attract a hotel to the area. The purpose of this study was to evaluate at a more in-depth level if the local market would support a hotel and associated support services, whether a sufficient return on the investment is possible, and how the built-out development would affect the City's financial position. This would be a tool to determine the viability and potential success of a hotel project before additional significant investments are made to pursue this type of user.

The Cibolo EDC previously conducted a hotel feasibility study in 2019 for the FM 78 corridor for a location close to Main Street. While this previous study showed potential to support a hotel, in current discussions with hoteliers, this study has been deemed to be no longer relevant due to:

1. The shift in the economy from COVID-19, as this has changed rates and occupancy at competitor hotels as well as other considerations further discussed in the attached study, and
2. From a financing perspective, it is industry standard for market studies to be updated every 2 years for potential investors to have a more accurate financial gauge.

The Cibolo EDC Board voted unanimously at its February 15th Regular Meeting in favor of awarding a contract to Colliers Design & Engineering to conduct both Task 1 and Task 2 of the study. Task 1 was approved by City Council at the April 9th Regular Meeting. Details for the scope of the study are described as follows and a copy of the proposal and completed market study report is attached.

1. Market Analysis Task: Provides the data needed at numerous levels about the properties in question, their viability for different types of development, including a hotel, and would provide future phasing possibilities and facility recommendations. This task entails:

- a. Analysis of Site Location
- b. Area Review
- c. Market Analysis
- d. Facilities Recommendations
- e. CBRE Hotel Report

f. Future Phases

Andrew Hartley from CBRE, will be providing an update and an overview of the findings in this report.

FINANCIAL IMPACT:

Should the Cibolo EDC and City Council decide to proceed with Task 2 of the original quote, this would provide planning services to map out what the market would support on the EDC property in lieu of a hotel. The proposed cost for this Task 2 is \$22,850.

Attachments

[City Council Hotel Study Presentation](#)

[Hotel Market Analysis Cibolo, TX](#)

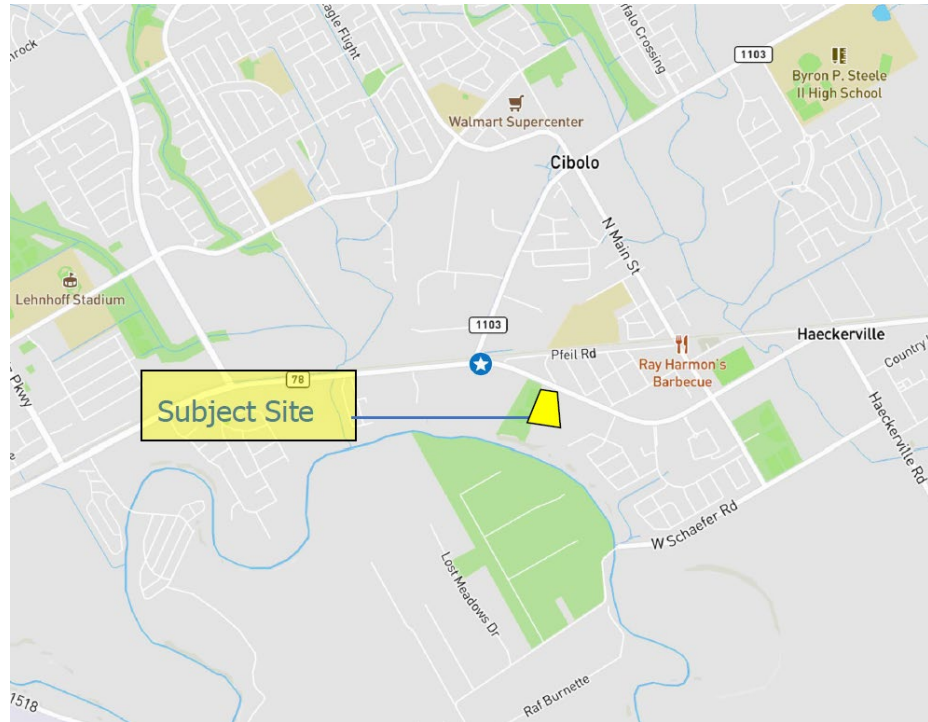
[Colliers Proposal Signed](#)

[Colliers Original Proposal EDC Market Study](#)

Cibolo, Texas Hotel Market Study Summary

Andrew Hartley
Senior Vice President
Northeast & South-Central Divisions
CBRE Hotels Advisory

Site Analysis



Nearby Demand Generators:

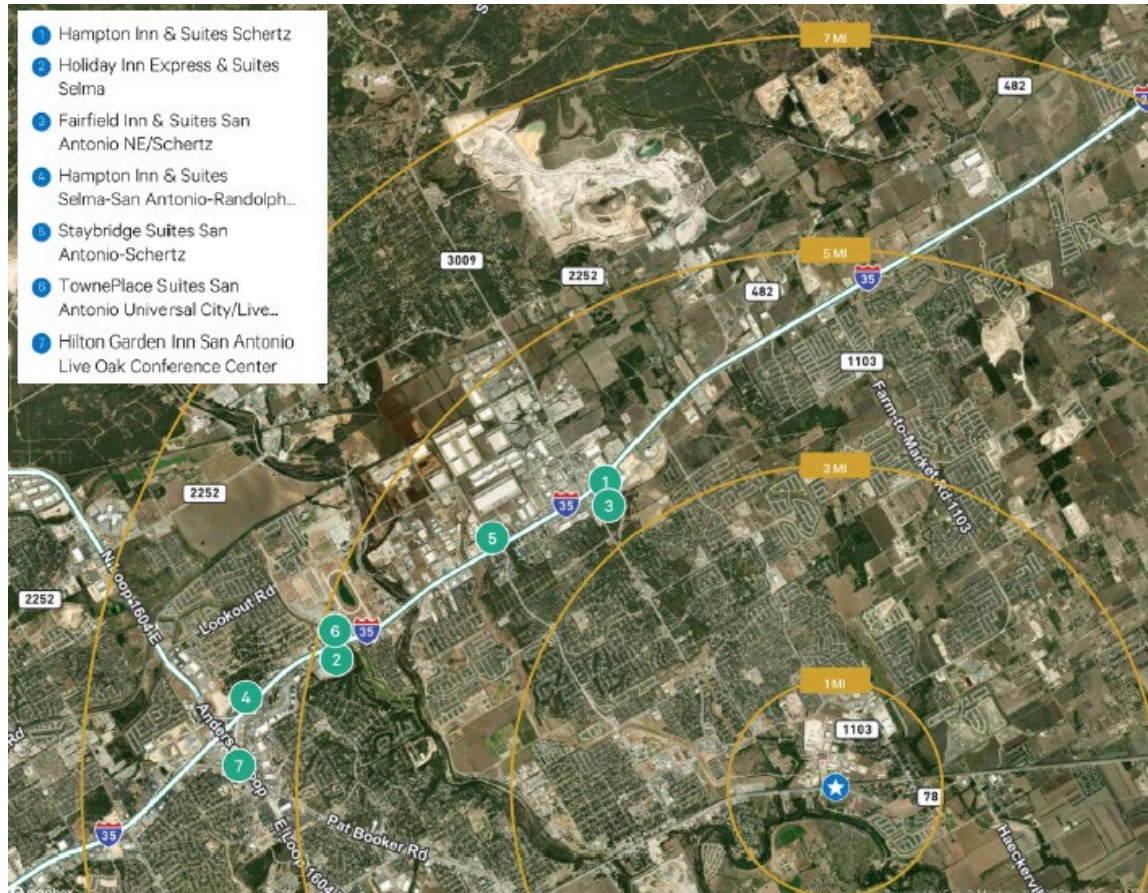
- Randolph Airforce Base
- Sports Complex
- I-35



Surrounding uses:

- Single Family
- Light industrial
- Construction
- Logistics

Site Analysis



I-35

- Primary Demand Generator
- Location of all competitive hotels
- First to fill hotels
- Lodging support and Area amenities
- Ease of Access for San Antonio Compression

Hotel Market

San Antonio Market Hotel Outlook - Total Market -

Year	Room Night		Room Night		Occupancy	ADR		RevPAR	
	Supply	% Δ	Demand	% Δ		\$ Amount	% Δ	\$ Amount	% Δ
2019	46,868	---	31,464	---	67.1%	\$113.17	---	\$75.97	---
2020	46,775	-0.2%	19,401	-38.3%	41.5%	\$89.17	-21.2%	\$36.99	-51.3%
2021	46,245	-1.1%	27,766	43.1%	60.0%	\$111.18	24.7%	\$66.76	80.5%
2022	45,862	-0.8%	29,393	5.9%	64.1%	\$128.17	15.3%	\$82.15	23.1%
2023	46,448	1.3%	29,727	1.1%	64.0%	\$128.63	0.4%	\$82.32	0.2%
Forecast 2024	46,620	0.4%	29,777	0.2%	63.9%	\$129.88	1.0%	\$82.96	0.8%
Forecast 2025	47,220	1.3%	30,493	2.4%	64.6%	\$133.74	3.0%	\$86.36	4.1%
Forecast 2026	47,643	0.9%	31,181	2.3%	65.5%	\$137.33	2.7%	\$89.88	4.1%
Forecast 2027	48,016	0.8%	31,669	1.6%	66.0%	\$140.77	2.5%	\$92.85	3.3%
Forecast 2028	48,391	0.8%	32,141	1.5%	66.4%	\$144.35	2.5%	\$95.88	3.3%

Source: CBRE Hotel Horizons, Q1 2024

- New Braunfels/Seguin Submarket -

Year	Room Night		Room Night		Occupancy	ADR		RevPAR	
	Supply	% Δ	Demand	% Δ		\$ Amount	% Δ	\$ Amount	% Δ
2019	3,908	---	2,400	---	61.4%	\$98.13	---	\$60.26	---
2020	3,924	0.4%	1,776	-26.0%	45.3%	\$83.54	-14.9%	\$37.80	-37.3%
2021	3,814	-2.8%	2,382	34.2%	62.5%	\$107.00	28.1%	\$66.85	76.8%
2022	3,721	-2.4%	2,399	0.7%	64.5%	\$115.59	8.0%	\$74.52	11.5%
2023	3,721	0.0%	2,384	-0.6%	64.1%	\$113.54	-1.8%	\$72.76	-2.4%

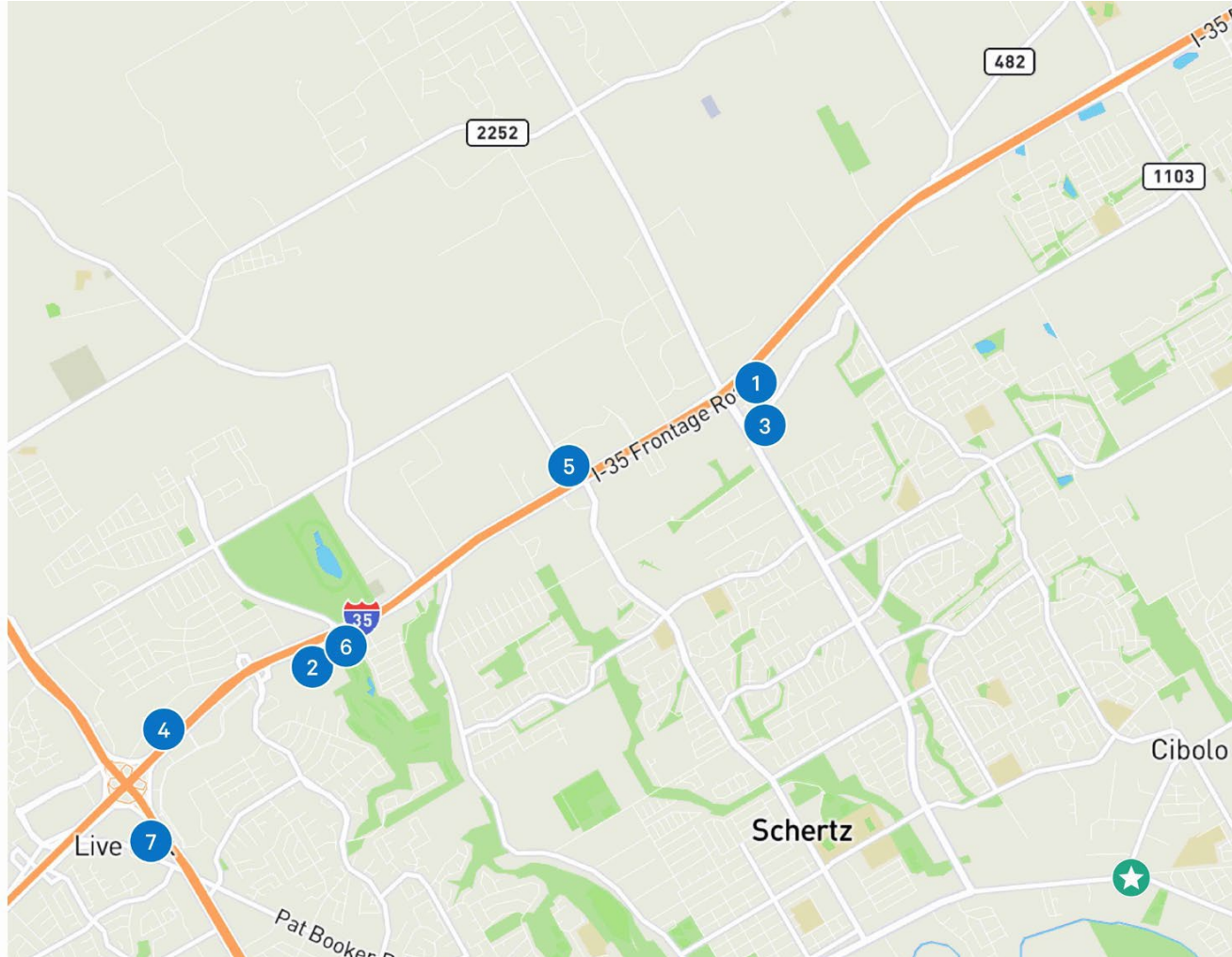
Source: CBRE Hotel Horizons, Q1 2024

Macro San Antonio and New Braunfels/Seguin Submarket

- The Submarket ADR below San Antonio Average (\$114 vs \$129)
- Occupancy mid-%60
- Hotel loss of supply after COVID
- Macro supply growth

Hotel Market

- 1 Hampton Inn & Suites Schertz
- 2 Holiday Inn Express & Suites Selma
- 3 Fairfield Inn & Suites San Antonio NE/Schertz
- 4 Hampton Inn & Suites Selma-San Antonio-Randolph...
- 5 Staybridge Suites San Antonio-Schertz
- 6 TownePlace Suites San Antonio Universal City/Live...
- 7 Hilton Garden Inn San Antonio Live Oak Conference Center
- ★ Subject Property



Competitive Set Profile

- Total 731 Guestrooms
- Midscale to Upscale
- Limited and Select Service
- Marriott, Hilton, IHG brands

Hotel Market

Historical Market Performance STR Trend Competitive Properties

Year	Room Night Supply	% Δ	Room Night Demand	% Δ	Market Occupancy	Average Daily Rate	% Δ	RevPAR	% Δ
2016	186,433	---	120,104	---	64.4%	\$102.52	---	\$66.05	---
2017	190,530	2.2%	127,287	6.0%	66.8%	\$101.64	-0.9%	\$67.90	2.8%
2018	190,530	0.0%	129,581	1.8%	68.0%	\$103.48	1.8%	\$70.38	3.6%
2019	217,205	14.0%	161,011	24.3%	74.1%	\$104.33	0.8%	\$77.34	9.9%
2020	217,437	0.1%	112,319	-30.2%	51.7%	\$91.17	-12.6%	\$47.09	-39.1%
2021	225,935	3.9%	170,290	51.6%	75.4%	\$107.23	17.6%	\$80.82	71.6%
2022	256,735	13.6%	186,305	9.4%	72.6%	\$116.75	8.9%	\$84.72	4.8%
2023	266,815	3.9%	193,335	3.8%	72.5%	\$119.67	2.5%	\$86.71	2.3%
CAG *		5.3%		7.0%			2.2%		4.0%
Apr TTM 2022	229,295	---	175,338	---	76.5%	\$114.01	---	\$87.18	---
Apr TTM 2023	266,815	16.4%	191,952	9.5%	71.9%	\$117.75	3.3%	\$84.71	-2.8%
Apr TTM 2024	266,815	0.0%	194,322	1.2%	72.8%	\$121.68	3.3%	\$88.62	4.6%
CAG *		7.9%		5.3%			3.3%		0.8%
Apr YTD 2021	74,280		51,682	---	69.6%	\$93.52	---	\$65.07	---
Apr YTD 2022	77,640	4.5%	56,730	9.8%	73.1%	\$115.68	23.7%	\$84.53	29.9%
Apr YTD 2023	87,720	13.0%	62,377	10.0%	71.1%	\$118.85	2.7%	\$84.52	0.0%
Apr YTD 2024	87,720	0.0%	63,364	1.6%	72.2%	\$125.05	5.2%	\$90.33	6.9%
CAGR *		5.7%		7.0%			10.2%		11.6%

Competitive Set Performance

- Supply Growth
- New Demand absorbed supply
- Post-Pandemic Ramp up
- ADR growth
- RevPAR Growth

Looking ahead, a steady growing Market.

Development Recommendations

Hotel Market

- New Supply could be absorbed and supported
- Average Daily Rate relatively low relative to San Antonio MSA
- Support for budget to midscale limited-service hotel

Site Analysis

- Competitive disadvantage to competitive set along I-35
- Lower concentration and density for area amenities
- Less diversity in demand segmentation
- No significant corporate, leisure, or Group developments to increase demand.

Leisure - Amusement Parks, PACs, Museums

Corporate - Office Parks, Manufacturing,
headquarters

Groups - Convention, Expo, Regional Festivals.

Conclusion

Minimal support for additional hotel development due to:

- Site Location
- ADR
- Developer and Brand interviews

Remedies

- Area Economic Master Plan – significant change proximate to the site bringing in hotel demand.
- Alternative Lodging:
 - Amusement/Water Park Hotels
 - Expo/Conference Center Hotels
 - Wellness/Rehabilitation/Nature Retreats
 - Hotels affiliated with a sports tournament complex
 - Single user/institutional/training conference center

9

Addenda

Who am I?



Andrew Hartley

Senior Vice President for the Northeast & South-Central Divisions for **CBRE Hotels Advisory**

- Specialty in hospitality **operations**, consulting, and real estate.
- From Oklahoma, New York, **Houston**, and New Jersey
- Went from theatre to fine dining to hotels to **hospitality** consulting.
- Consulted in every **major market** east of the Rocky Mountains.
- Bachelor of Fine Arts in **Theatre** – Oklahoma State University
- Masters in Science Hospitality – **Conrad Hilton School at University of Houston**



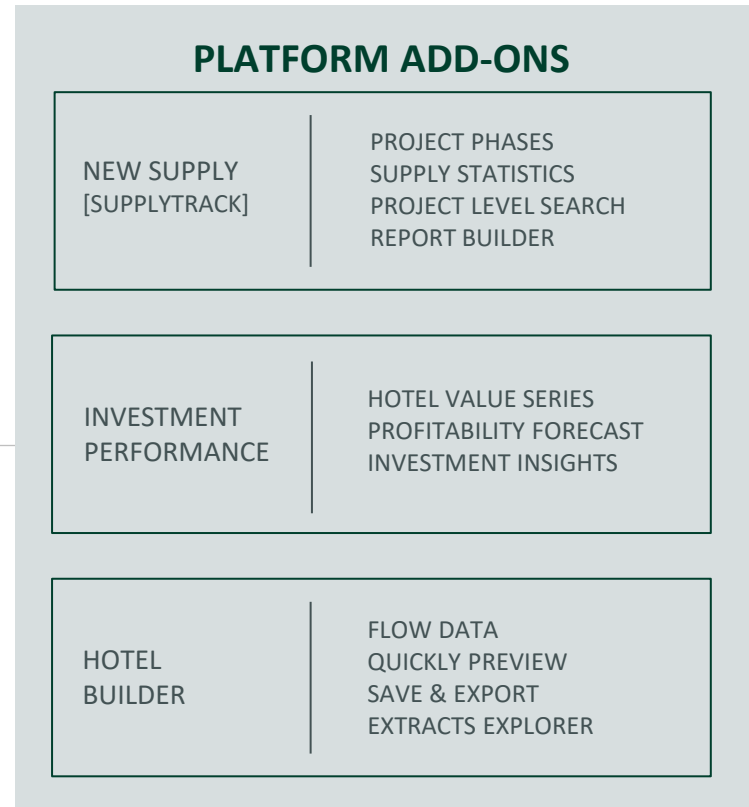
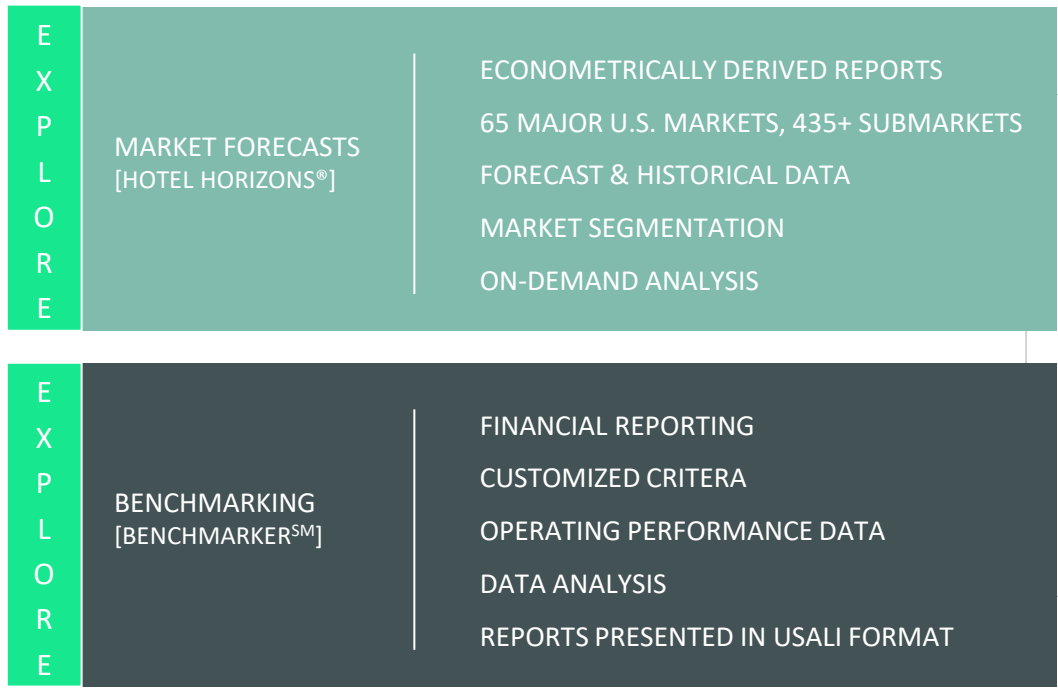
CBRE Hotels
**Advisory
Capabilities**

Hotels Research Platform & Data Products

CBRE Hotels Research specializes in analyzing and reporting on both the historical and future performance of the lodging industry.

Offering a variety of forecast and benchmarking reports, as well as maintaining extensive databases of hotel income statements and property values. These reports and data provide the foundation for strategic planning by all who have an interest in hotel property financial performance.

[Schedule a Platform Demo Today!](#)



CBRE Hotels Advisory

Insight. Integration. Results.

Our industry leading advisors, consultants and valuers are specialized hospitality experts, covering every market across the globe and offering services for all clients and property types.

Market Demand & Financial
Feasibility Analysis

Real Estate Appraisals

Highest & Best Use Analysis

Capex ROI Analysis

Transaction Due Diligence

Financial Benchmarking



\$60.8B

U.S. Hotels Advisory
Assignments 2023

\$365M

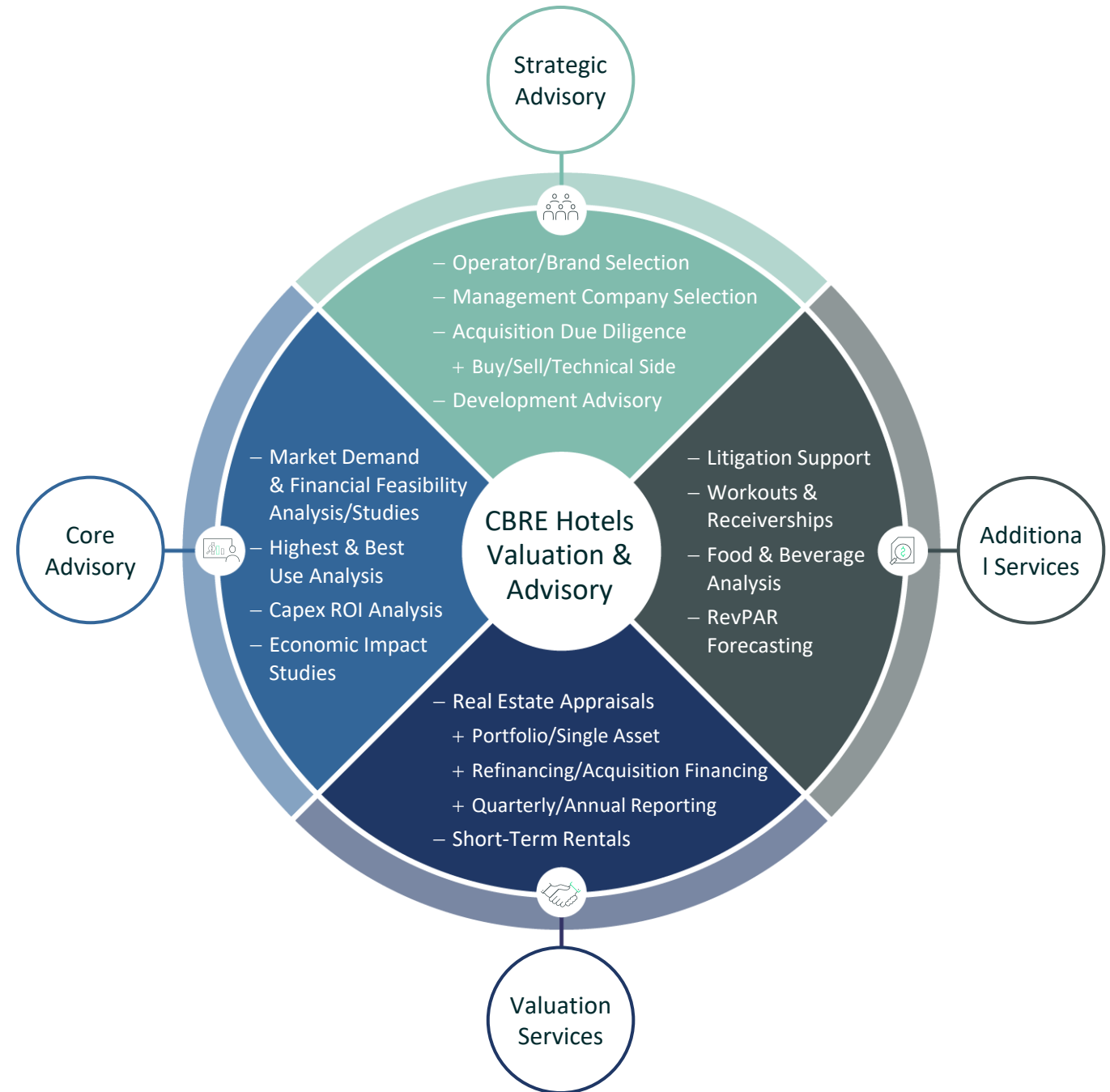
Largest Hotels Advisory
Assignment 2023

2,200+

Average Annual Hotels
Advisory Assignments

Intuitive services.

Our CBRE Hotels Valuation & Advisory Services protects and ensures your investment throughout its life cycle. Our multifaceted lens gives us a clear perspective of each asset to realize maximum value for our clients, whatever your ownership interest or financial investment position.



Our National Leadership.

Our CBRE Hotels platform allows our team members to tap into national resources and industry leading intelligence for every assignment. We're dedicated to developing best-in-class solutions.



Advisory National Board Director
BILL GRICE



Advisory National Board Director
LES LINDER



National Practice Leader
TOMMY CROZIER

National Business Development Leader



TIM DICK
Atlanta

Mid-Atlantic Division Leader



MIKE CUMMINGS
Norfolk

South Division Advisory Leader



PAUL ISAACSON
Atlanta

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Market Study Report



Proposed Hotel Site

Cibolo, Texas 78108

CBRE File No. CB24US010038-1

CLIENT: Colliers Engineering & Design

July 30, 2024

Date of Report: July 30, 2024

Chris Otto, P.E., CFM

Colliers Engineering & Design
3421 Paesanos Pkwy, Ste. 103
San Antonio, Texas 78231

RE: Market Study of Proposed Hotel Site
590 W FM 78
Cibolo, Guadalupe County, Texas 78108
CBRE, Inc. File No. CB24US010038-1

Dear Mr. Chris Otto, P.E., CFM:

At your request and authorization, CBRE, Inc. has prepared a hotel market analysis of Cibolo, Texas. Specifically, you are requesting we provide a recommendation for potential hotel development on the site at 590 West Farm to Market Road 78. We understand you desire a recommendation on whether the site and market can support additional hotel supply. Our analysis is presented in the following report.

As in all studies of this type, the estimated results are based on competent and efficient management and presume no significant change in the status of the competitive lodging market from that as set forth in this report. The terms of our engagement are such that we have no obligation to revise our conclusions to reflect events or conditions that occur subsequent to the date of completion of our fieldwork. However, we are available to discuss the necessity for revisions in view of changes in the economy or market factors should such arise.

Since the proposed hotel's future performance is based on estimates and assumptions that are Subject to uncertainty and variation, we do not present them as results that will actually be achieved. However, our analysis has been conscientiously prepared on the basis of information obtained during the course of the assignment and on our experience in the industry. This report is subject to the Terms and Conditions.

After you have had an opportunity to review this report, please feel free to contact us with any questions. We appreciate the opportunity to work with you on this assignment.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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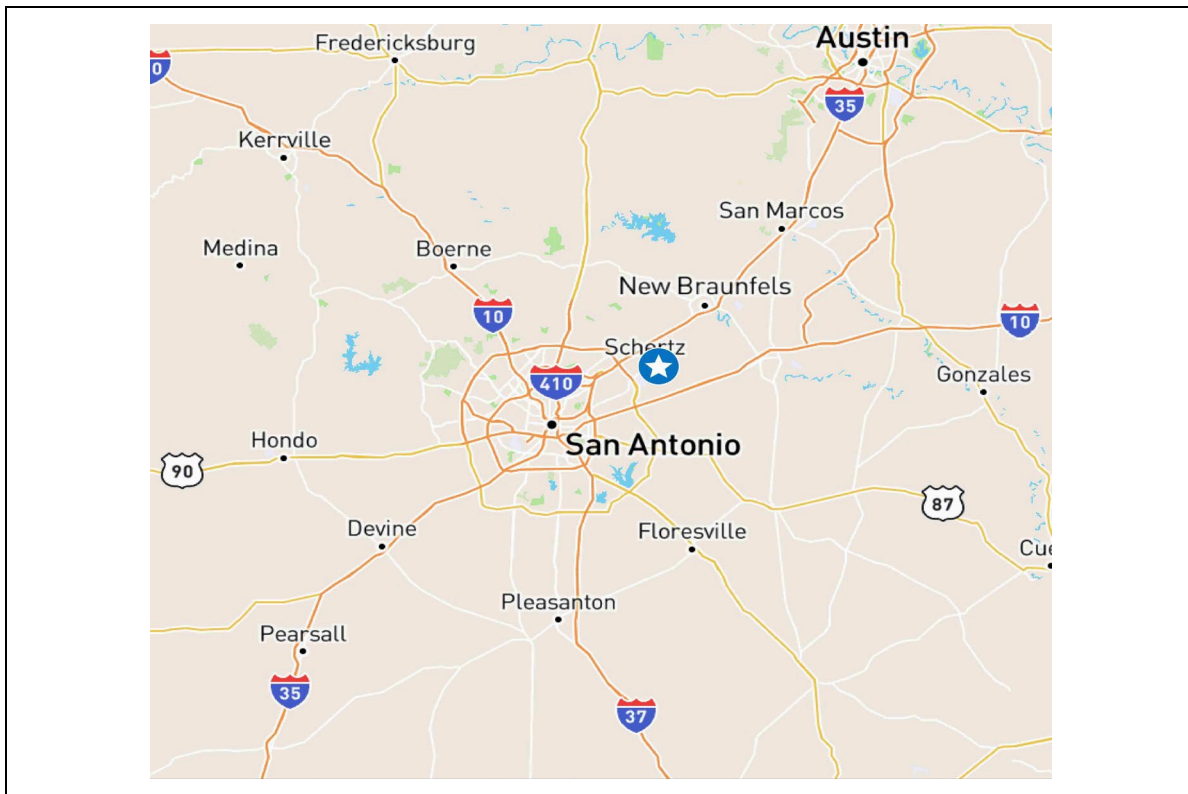
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Executive Summary

- The subject neighborhood is best characterized as being in a growth phase of the development life cycle. Land uses appear to be cohesive in nature and generally provide a good balance of manufacturing and residential development consistent with public planning initiatives. The neighborhood has an efficient transportation network that appears to adequately serve the existing population and local businesses and sufficient enough to attract new industry to the area. Linkage is considered favorable to the area's main employment centers and demand sources on a local level, and on a broader geographic scale, to the San Antonio metro area.
- Given the location of the site, we are of the opinion that a prototypical new build hotel of any chain scale and class would likely be at a competitive disadvantage due to its location relative to the competitive market and area amenities.
- After review of the local hotel market and the site, we do not find sufficient support for additional hotel development due to the location of the site and the relatively low Average Daily Rates compared to the greater San Antonio market. Until the area around the site provides significant evidence of current or future hotel demand, a prototypical hotel on the site would be at a competitive disadvantage by having to discount rates to attract much of its demand from the I-35 corridor.
- There may be other lodging products that could be supported in the area but not considered directly competitive to the local market. These types of developments can offer unique facilities with destination attributes. Typically, such facilities would offer a large attraction or service that is unique to the regional area.
- We understand a hotel market study by Hospitality Marketers International, Inc. was conducted in August 2019. After a request to review the previous report, we consider it unreliable in determining the need for a potential hotel due to the market and feasibility conditions of 2019 being different than today.

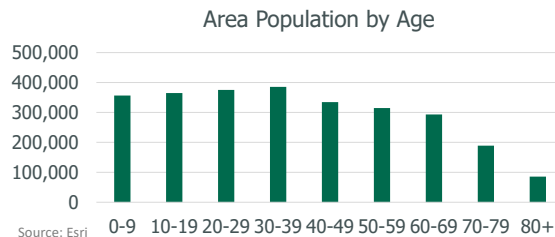
Area Analysis



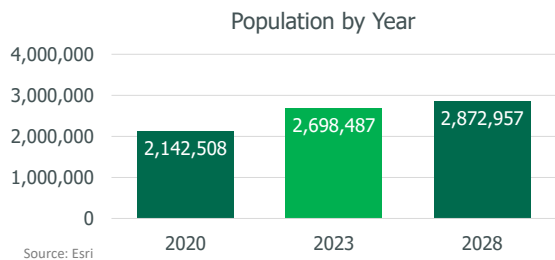
Key information about the San Antonio MSA is provided in the following tables.

Population

The area has a population of 2,698,487 and a median age of 37, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.

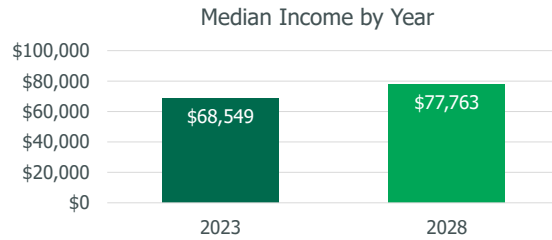


Population has increased by 555,979 since 2020, reflecting an annual increase of 8.0%. Population is projected to increase by an additional 174,470 by 2028, reflecting 1.3% annual population growth.



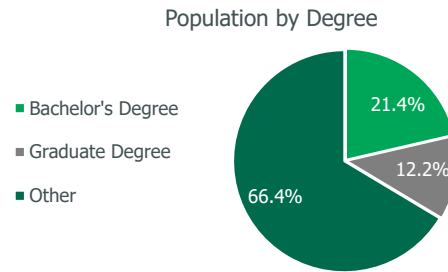
Income

The area features an average household income of \$98,647 and a median household income of \$68,549. Over the next five years, median household income is expected to increase by 13.4%, or \$1,843 per annum.

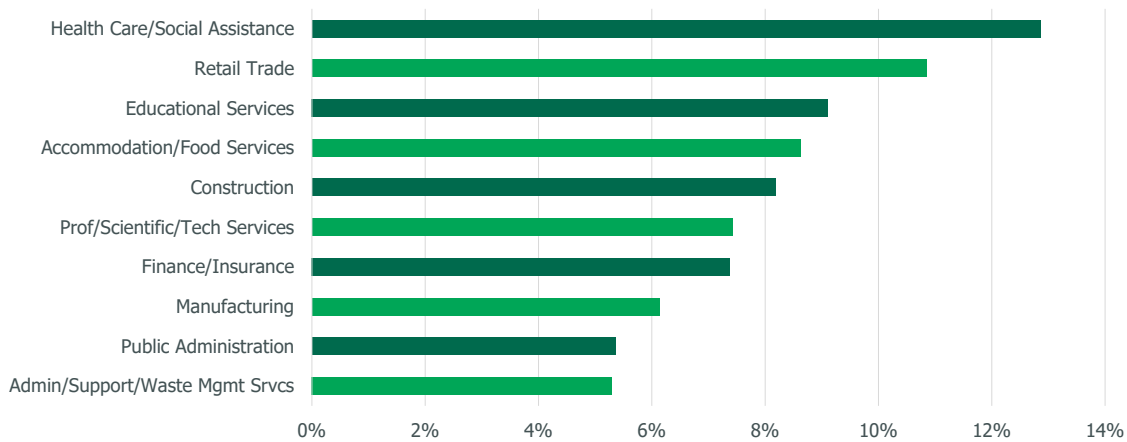


Education

A total of 33.6% of individuals over the age of 24 have a college degree, with 21.4% holding a bachelor's degree and 12.2% holding a graduate degree.



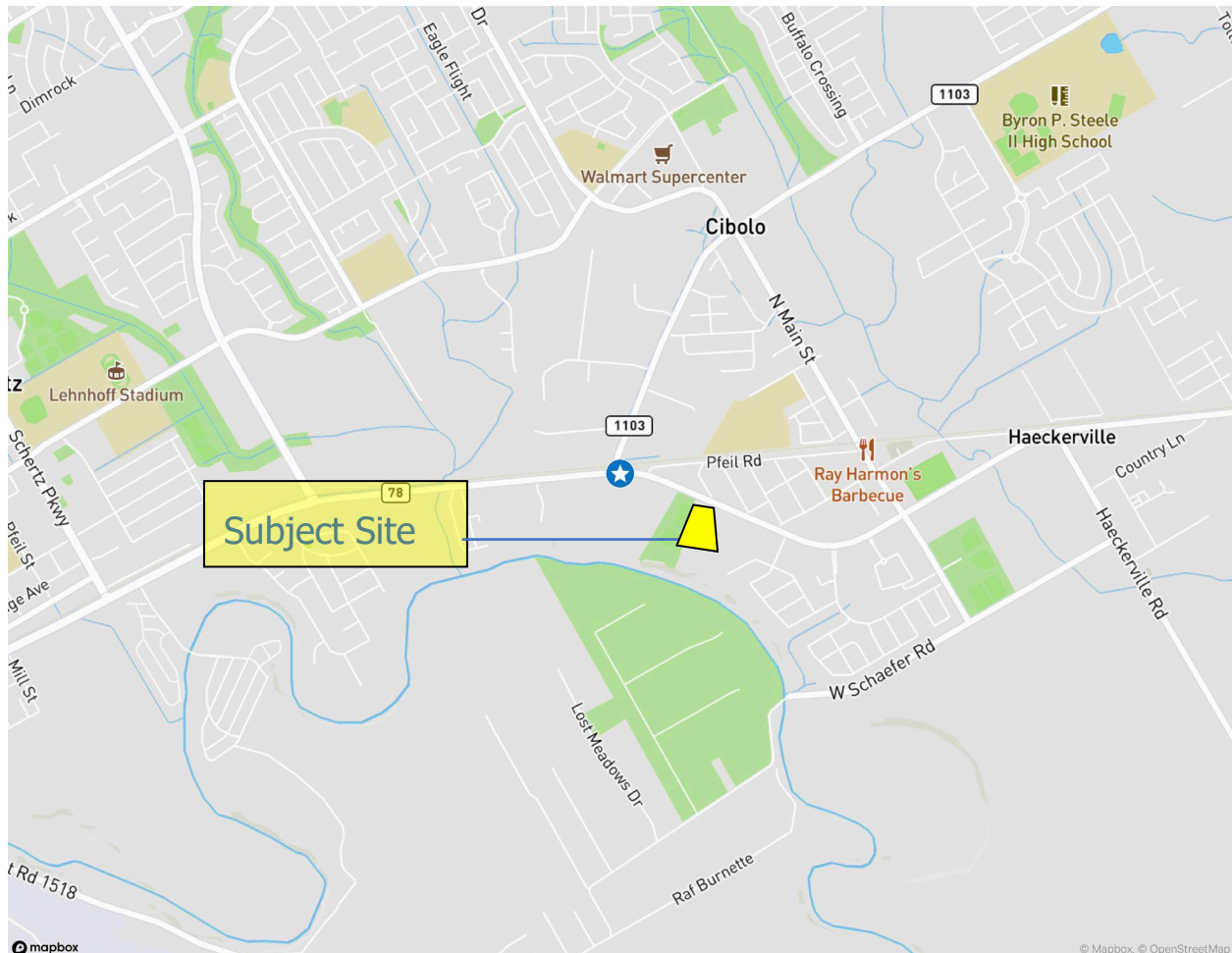
Employment



The area includes a total of 1,266,586 employees and has a 4.2% unemployment rate. The top three industries within the area are Health Care/Social Assistance, Retail Trade and Educational Services, which represent a combined total of 33% of the workforce.

In summary, the subject area is forecasted to experience an increase in population, an increase in household income, and an increase in household values.

Neighborhood Analysis



Location

The proposed subject property is located in Cibolo, Texas, a suburban community 20 miles northeast of central San Antonio. The San Antonio Metropolitan Area encompasses over 7,300 square miles. The Greater San Antonio MSA includes eight counties and a consistently growing population.

The proposed subject will be more specifically located adjacent to the Crescent Bend Nature Park along Farm-To-Market (FM) Road 78. The potential site is located approximately 21 miles northeast of the city of San Antonio's Central Business District ("CBD") and approximately 16.5 miles southwest from one of the fastest growing cities, New Braunfels. The subject resides within Guadalupe County which is populated with a strong manufacturing economy and numerous local attractions.

Access

The accessibility to the neighborhood in general, and the subject property in particular, is considered good. Transportation on a local and regional level is facilitated as follows:

Local: Primary access to the Subject neighborhood is provided by FM Road 78. This artery connects the city of San Antonio with Cibolo and serves as a primary access roadway in the immediate area.

Regional: Other major roadways serving this area include Interstate 10, which intersects with Haeckerville Road and connects Cibolo to downtown San Antonio and Houston to the east. FM 1103 connects Cibolo to Interstate 35 which connects to Austin, Texas and the San Antonio airport.

Transportation

The greater San Antonio Metropolitan Area is conveniently accessible to an extensive network of interstate highways and state and inter-county roads. The San Antonio International Airport provides service to most major North American cities and many European destinations. In 2023, the total passenger traffic surpassed pre-pandemic levels.

The following table illustrates activity at the airport for the past several years.

San Antonio International Airport									
Year	Domestic		International		Total		Air Cargo		
	Pax Traffic	% Change	Pax Traffic	% Change	Pax Traffic	% Change	(in Pounds)	% Change	
2016	4,012,987	---	188,076	---	4,201,063	---	112,460,920	---	
2017	8,695,161	116.7	368,381	95.9	9,063,542	115.7	250,691,696	122.9	
2018	9,629,310	10.7	415,101	12.7	10,044,411	10.8	272,265,967	8.6	
2019	9,895,565	2.8	467,475	12.6	10,363,040	3.2	277,579,134	2.0	
2020	3,820,880	(61.4)	207,684	(55.6)	4,028,564	(61.1)	264,724,416	(4.6)	
2021	6,723,090	76.0	741,572	257.1	7,464,662	85.3	277,508,342	4.8	
2022	8,906,641	32.5	555,808	(25.1)	9,462,449	26.8	268,167,283	(3.4)	
2023	10,055,249	12.9	621,321	11.8	10,676,570	12.8	241,710,500	(9.9)	
Avg. Annual % Change		14.0%			18.6%			14.3%	11.6%

Source: Fly San Antonio

Land Use and Growth Patterns

The subject is located in an area that is considered to have moderate barriers to entry. Quality sites for future hotel development are limited, but available and securing entitlements for new hotel development is generally achievable.

The surrounding Cibolo area has a variety of noted visitor attractions, including nature parks, entertainment and retail centers, cave tours and an air force base. The site is located less than 2 miles from the 190-acre Crescent Bend Nature Park. The Nature Park provides a variety of

outdoor recreational opportunities including hiking trails, bird watching, fishing, and educational programs. The Randolph Air Force base is less than 5 miles from the Subject site and is home to approximately 4,000 active-duty military personnel, along with additional civilian employee contractors. The base also serves as a training location for thousands of airmen annually. Located about 12.5 miles from the Subject site, the Natural Bridge Caverns provide a regional attraction as a natural wonder. The caverns span 60 acres above ground with several miles of pathways underground for the 250,000 visitors it attracts annually, according to the business website. As one of the most visited natural attractions in Texas, amenities include guided tours, adventure tours, outdoor activities, and seasonal events.

Proximate to the Site is the downtown area of Cibolo which contains commercial and numerous retail and restaurant establishments. Downtown Cibolo is considered scenic and attractive for local day visits as it boasts history, dining, and various pop-up market and vendor days.

Demographics

Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

Selected Demographics

618 FM Rd 78 Cibolo, TX 78108	1 Mile Radius	3 Mile Radius	5 Mile Radius	San Antonio- New Braunfels, TX Metropolitan Statistical Area
Population				
2028 Total Population	1,006	27,084	86,184	2,872,957
2023 Total Population	753	21,222	76,483	2,698,487
2010 Total Population	399	11,012	50,044	2,142,508
2000 Total Population	319	4,792	26,684	1,711,703
Annual Growth 2023 - 2028	5.96%	5.00%	2.42%	1.26%
Annual Growth 2010 - 2023	23.58%	24.44%	15.19%	7.99%
Annual Growth 2000 - 2010	2.26%	8.68%	6.49%	2.27%
Households				
2028 Total Households	354	8,861	29,216	1,059,737
2023 Total Households	262	6,953	25,850	984,040
2010 Total Households	165	3,654	17,413	763,022
2000 Total Households	122	1,652	9,533	601,265
Annual Growth 2023 - 2028	6.20%	4.97%	2.48%	1.49%
Annual Growth 2010 - 2023	16.66%	23.92%	14.08%	8.85%
Annual Growth 2000 - 2010	3.07%	8.26%	6.21%	2.41%
Income				
2023 Median Household Income	\$100,000	\$99,327	\$100,599	\$68,549
2023 Average Household Income	\$112,926	\$117,109	\$122,675	\$98,647
2023 Per Capita Income	\$37,264	\$38,590	\$41,425	\$36,100
2023 Pop 25+ College Graduates	140	4,699	19,062	603,269
Age 25+ Percent College Graduates - 2023	26.0%	34.0%	37.6%	33.6%

Source: ESRI

Office Market Analysis

Recent Performance

The following table summarizes historical and projected performance for the overall San Antonio office market, as defined by CBRE Research.

Submarket	Net Rentable Area (SF)	Total Vacancy (%)	Total Availability (%)	Asking Rate, Gross (S/SF)	Under Construction (SF)	Q1 2024 Deliveries (SF)	Q1 2024 Net Absorption (SF)	YTD 2024 Total Net Absorption (SF)
CBD	5,120,238	22.8	28.4	29.36	-	-	(20,289)	(20,289)
Class A	2,397,302	36.6	42.4	30.02	-	-	(43,455)	(43,455)
Class B	2,175,230	11.3	18.1	26.28	-	-	17,779	17,779
Far North Central	2,623,513	22.2	0.2	33.54	-	-	(4,794)	(4,794)
Class A	1,957,766	22.5	24.4	34.58	-	-	(2,520)	(2,520)
Class B	665,747	21.4	23.6	28.94	-	-	(2,274)	(2,274)
Far West	1,284,395	29.7	31.8	25.80	-	-	-	-
Class A	886,646	35.2	35.2	30.01	-	-	-	-
Class B	397,749	17.5	24.1	23.23	-	-	-	-
Midtown*	2,265,997	9.4	10.6	32.20	-	-	24,747	24,747
Class A	1,720,275	9.5	9.9	33.88	-	-	24,255	24,255
Class B	421,238	11.7	16.0	31.23	-	-	2,162	2,162
North Central	8,829,197	16.8	19.6	25.40	-	-	(891)	(891)
Class A	3,269,239	16.9	18.2	30.06	-	-	(7,674)	(7,674)
Class B	4,243,329	19.5	23.3	23.31	-	-	(5,892)	(5,892)
Northeast	2,225,651	30.5	32.6	23.00	130,000	-	(12,628)	(12,628)
Class A	642,047	28.6	28.8	28.14	130,000	-	(2,273)	(2,273)
Class B	1,221,586	35.2	38.1	21.80	-	-	(3,428)	(3,428)
Northwest	11,310,709	17.2	24.0	26.71	-	-	2,918	2,918
Class A	4,542,053	19.5	26.9	32.71	-	-	(11,045)	(11,045)
Class B	5,166,053	17.1	23.1	23.02	-	-	24,480	24,480
South	921,639	20.5	20.5	25.00	-	200,000	25,000	25,000
Class A	455,029	38.5	26.9	-	-	200,000	25,000	25,000
Class B	317,956	4.4	23.1	-	-	-	-	-
San Antonio Total	34,581,339	19.2	23.4	27.10	130,000	200,000	14,063	14,063
Class A	15,870,357	22.6	26.2	31.38	130,000	200,000	(17,712)	(17,712)
Class B	14,608,888	18.2	23.1	23.63	-	-	32,827	32,827

Source: CBRE Research, Q1 2024.

*In Q1 2024, CBRE Research added the Midtown submarket to San Antonio's office market, resulting in changes to the sizes of the CBD, North Central, and Northeast submarkets.

The overall San Antonio office market consists of approximately 34.6 million square feet of office space. Cibolo, Texas is part of the Northeast Submarket.

Occupancy

As of 1st Quarter 2024 the occupancy rate was 80.8% for the overall market, while the Northeast submarket's total occupancy rate stood at 69.5%.

Asking Rent

The overall area achieved average asking rent of \$27.10 per square foot, which indicates a slight decrease from the previous quarter's asking rent by \$0.08 per square feet. The Northeast submarket achieved asking rent of \$23 per square foot.

Conclusion

The subject neighborhood is best characterized as being in a growth phase of the development life cycle. Land uses appear to be cohesive in nature and generally provide a good balance of manufacturing and residential development consistent with public planning initiatives. The neighborhood has an efficient transportation network that appears to adequately serve the existing population and local businesses and sufficient enough to attract new industry to the area. Linkage is considered favorable to the area's main employment centers and demand sources on a local level, and on a broader geographic scale, to the San Antonio metro area.

Site Analysis

The following table shows a summary of the site analysis.

Site Summary and Analysis		
Physical Description		
Gross Site Area	16.00 Acres	696,960 Sq. Ft.
Primary Road Frontage	FM 78	N/A
Shape	Irregular	
Topography	Generally Level	
Flood Zone	Zone X (Unshaded)	
Comparative Analysis		Rating
Visibility		Average
Accessibility		Above Average
Traffic Volume		Average
Proximity to Demand Generators		Fair
Long-Term Strategic Potential		Average
Drainage		Assumed Adequate
Overall Location Rating		Average

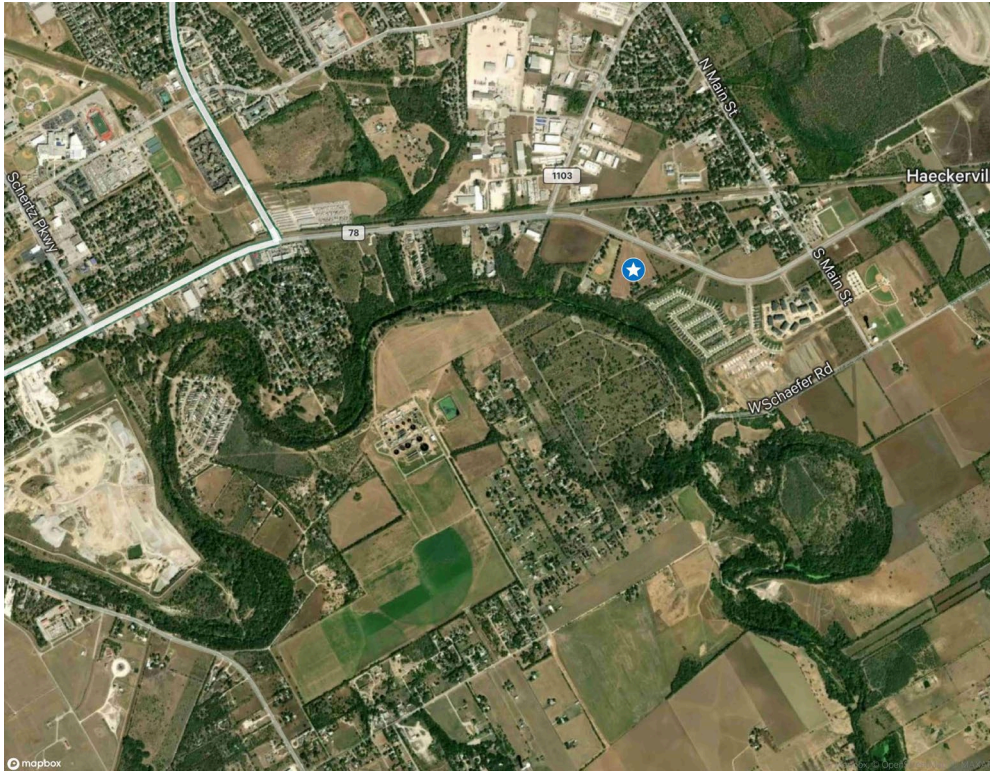
Source: Various sources compiled by CBRE

The area surrounding the site consists of municipal park, light industrial, construction, and warehouse business and single-family homes. Near the site is the Historic Downtown which offers local retail and restaurant options, as well as some historic sites of the Old Spanish Trail. To the south of the Site is Cibolo Creek encircling the Crescent Bend Nature Park.

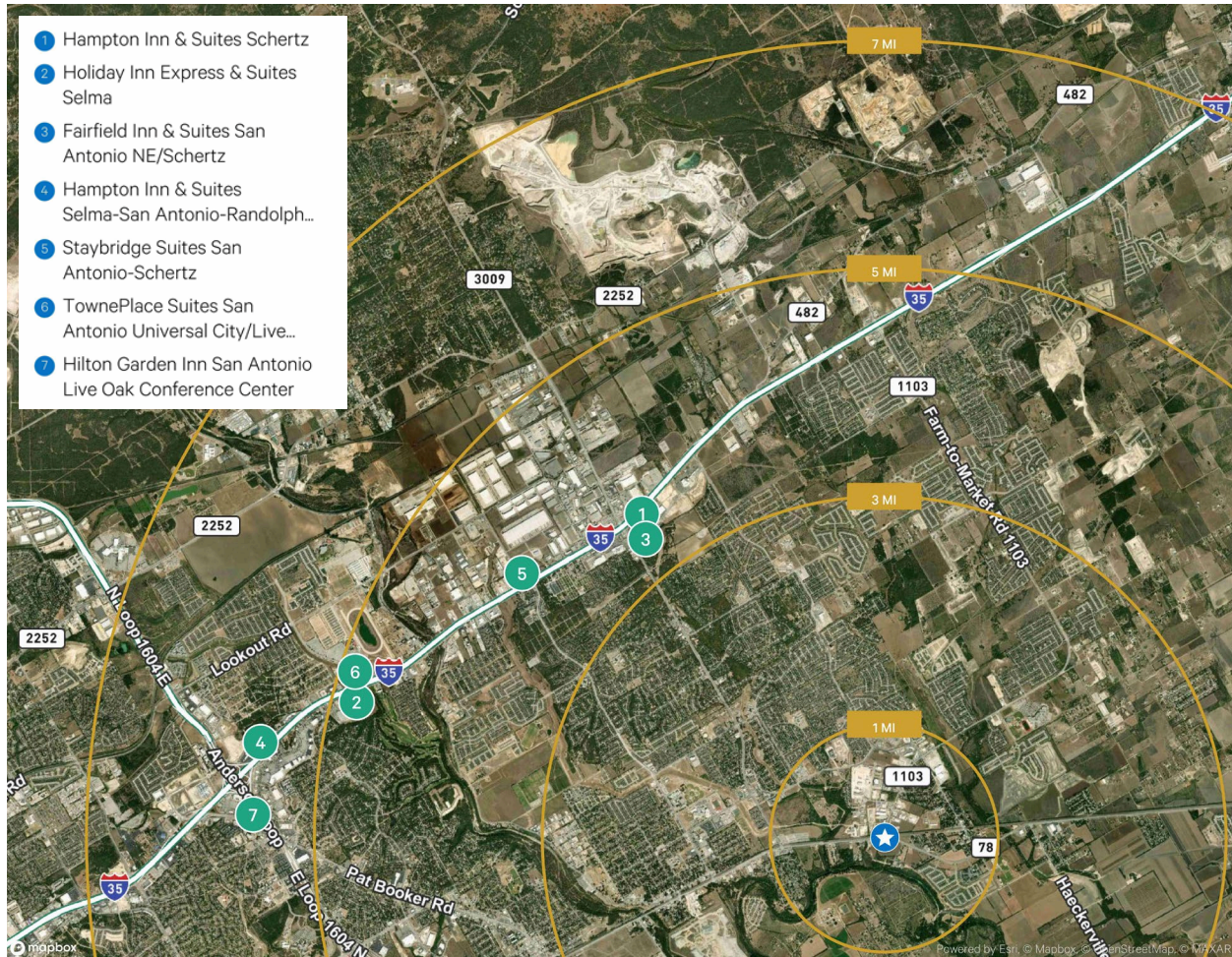
Going east along FM 78 is the Cibolo Sports Complex and YMCA. West along FM 78 is Randolph Airforce Base. The closest significant demand generator to the site is Randolph Airforce Base roundly 3 miles away. Overall, much of the surrounding land is low density or vacant.

The following images are aerial views of the parcel and the surrounding area.





The following map shows the distance between the Subject site and potentially competitive hotels.



The primary hotel market is located along Interstate 35, a primary access point linking San Antonio and Austin, as well as a significant interstate linking Mexico with Canada. It is a significant source of demand in the form of leisure travel, logistics and business demand, as well as overflow group demand from the general area. Additionally, the hotels along the Interstate benefit from various area amenities and traveler support services that attract hotel guests such as retail and restaurants.

Conclusion

Given the location of the site, we are of the opinion that a prototypical new build hotel of any chain scale and class would likely be at a competitive disadvantage due to its location relative to the competitive market and area amenities.

Market Analysis

Understanding the relationship between supply and demand is a critical component of any market study, particularly with respect to hotels. Unlike other property types, hotels essentially lease their rooms on a daily basis. While this characteristic allows for an immediate response to changes in market conditions, it also requires a high level of management intensity. There is an inverse relationship between occupancy and average daily rate (ADR) and raising or lowering rates typically has an immediate impact on room-nights sold. Effective management entails finding the proper balance that allows for the maximization of revenue.

In this section we first identify the subject property's competitive set (e.g., those hotels that tend to compete for the same sources of demand). We then identify relevant demand sources, analyze historical growth patterns and assess the potential for growth (or lack thereof) in demand by segment. The result is a projection of future market performance. Lastly, we conclude with a projection of occupancy and ADR for the subject property, taking into consideration its competitive strengths and weaknesses relative to the overall market.

Some hotels are more directly competitive than others based on their locations, facilities, branding, etc. This disparity in the level of competitiveness can be handled in a number of ways. Some consultants assign a percentage to each property and include only a portion of their guest rooms in the competitive set. This technique, while theoretically sound, is highly subjective and the overall analysis can be extremely sensitive to the assumptions made. Alternatively, we have chosen to address this issue through our projected penetration rates. For example, the introduction of a new property that is only marginally competitive will have a limited impact on the subject property's penetration level, whereas a directly competitive property will likely have a substantial effect. Regardless of the method employed, properly assessing the relationship between supply and demand and its impact on the subject property and market occupancy requires a level of professional judgment.

Hotel Market National Overview

The following overview was derived primarily from CBRE Hotels Research (CBRE Hotels) Q4 2023 Hotel Horizons© report for the United States, as well as CBRE Econometric Advisors (CBRE-EA), and Kalibri Labs.

National Economic Summary

U.S. Real GDP increased in Q4 2023 at an annualized rate of 3.3%, marking six consecutive quarters of growth for the economy, ending the year up 2.5% in 2023. Fourth-quarter real GDP was primarily boosted by growth in consumption expenditures, exports, residential and inventory investments, non-residential fixed investment, and government spending.

Headline CPI inflation continued to decline in Q4 2023, with average year-over-year CPI inflation at 3.2%, down from 3.6% in Q3. The personal consumption expenditure (PCE) price index, an indicator often watched by the Federal Reserve, was up 1.7% year-over-year in Q4 and 3.7% for the full year 2023.

Fourth-quarter unemployment dropped to 3.7% at the end of Q4, slightly lower than 3.8% at the end of Q3. On average, the economy added 631,000 jobs during the quarter, down from the 667,000 jobs added in Q3 2023. Within leisure and hospitality, employment increased by approximately 105,000 during Q4 2023, a 0.6% increase over Q3 2023.

Average hourly wages for production and nonsupervisory employees climbed by 4.3% year-over-year in Q4 2023. The leisure and hospitality sector recorded an increase of 4.6% in average hourly wages year-over-year and 995,000 job openings, down 46.5% from a year ago but still 8.5% above its 2019 level.

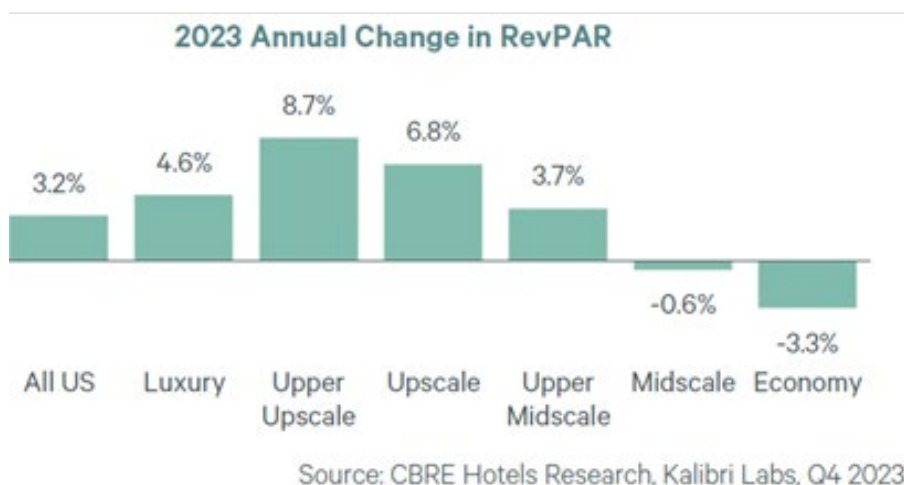
CBRE Econometric Advisors' Baseline forecast calls for full-year Real GDP growth of 1.6% in 2024, followed by 1.5% growth in 2025. CPI inflation is expected to drop to 2.5% in 2024 and stabilize at 2.1% in 2025.

Hotel industry revenue per available room (RevPAR) was down 1.9% year-over-year in Q4 2023, representing 110.3% of Q4 2019. CBRE Hotels Research expects RevPAR growth for 2024 to be 3.0% year-over-year, followed by 3.5% and 3.4% growth in 2025 and 2026, respectively.

National Hotel Summary

Following 3.2% revenue per available room (RevPAR) growth in 2023, CBRE expects another year of growth in 2024, with average daily rates (ADR) increasing 2.3% and occupancy increasing 45 basis points (bps) to 65.3%. 2024 would mark the fourth consecutive year of positive RevPAR growth this cycle with RevPAR forecast to reach 113.2% of 2019's level on a nominal basis. We expect growth to be strongest at urban and airport locations in 2024, given the continued recovery in group and inbound international demand and the normalization in leisure travel.

CBRE Hotels Research's Baseline forecast incorporates a full-year 2024 GDP growth outlook of 1.6%, employment gains of 0.5% and CPI of 2.5% both of which have been positively revised by 37 bps and 42 bps since our prior forecast release in October. However, despite the positive revision to the macroeconomic outlook, we are reiterating our 3% RevPAR growth outlook for 2024 to account for the higher degree of competitive encroachment from alternative lodging sources, and the persistent gap between inbound and outbound international travel.



In 2023, the U.S. economy grew at an annualized rate of 2.5%, besting expectations of 0.2% growth at the start of the year. The uptick in economic growth drove record RevPAR of \$95.84 up 3.2% year-over-year. RevPAR growth was driven by a 2.7% increase in ADR and 0.31 percentage point increase in occupancy. Growth was attributable to continued improvement in group and business travel, and inbound international visitation, partially offset by a slight contraction at resort locations.

With respect to supply growth, 2023 marked a low point at less than 0.5%, and CBRE expects supply growth to remain muted owing to elevated financing and construction costs, and the number of assets in the market available at below replacement costs. For 2024, CBRE expects supply growth of just under 1% (net), and CBRE expects hotel supply to grow at a 0.87% CAGR over the next three years.

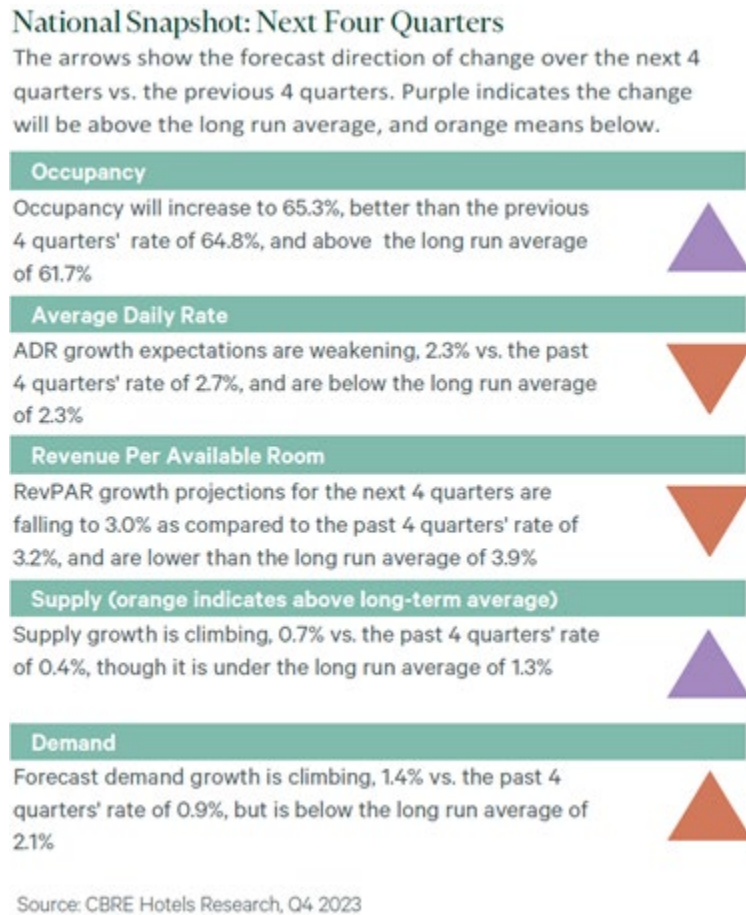
The following table summarizes our five-year history and forecast for the U.S. hotel market (all hotels).

Annual Performance - Five Year History and Forecast - All US Hotels

Year	Occ	Δ Occ	ADR	Δ ADR	RevPAR	Δ RevPAR
2019	67.3%	0.4%	\$129.59	0.8%	\$87.16	1.2%
2020	43.4%	-35.5%	\$100.41	-22.5%	\$43.56	-50.0%
2021	58.5%	34.9%	\$121.37	20.9%	\$71.02	63.0%
2022	64.5%	10.2%	\$143.99	18.6%	\$92.87	30.8%
2023	64.8%	0.5%	\$147.86	2.7%	\$95.84	3.2%
2024F	65.3%	0.7%	\$151.19	2.3%	\$98.68	3.0%
2025F	66.0%	1.1%	\$154.81	2.4%	\$102.16	3.5%
2026F	66.5%	0.8%	\$158.77	2.6%	\$105.65	3.4%
2027F	67.1%	0.8%	\$162.90	2.6%	\$109.24	3.4%
2028F	67.4%	0.5%	\$166.93	2.5%	\$112.49	3.0%

Source: CBRE Hotels Research, Kalibri Labs, Q4 2023.

The following chart provides a snapshot of national trends forecast over the next four quarters. The arrows show the forecasted direction of change over the next four quarters vs. the previous four quarters. Purple indicates the change will be above the long run average and orange means below.



National Overview Conclusion

While the hospitality industry is recovering from the worst downturn in history, there are still significant near-term challenges. The Russia-Ukraine and Israel-Hamas wars continue to weigh on the economy, while inflation reached a 40-year high and interest rates reached a 22-year high in 2023. However, recent inflation numbers indicate the Fed's policies might be working and many experts conclude the Fed is likely done hiking rates and rate drops in 2024 are likely. Hotel wages are up year-over-year and hotel wage growth pressures are likely to persist, at least for the near term.

Further, business and group travel should continue to improve at an observable pace. Leisure demand also remains relatively strong, particularly with the ease and acceptance of remote working that has fueled demand for more blended business/leisure ("bleisure") trips. Many

leisure-centric markets continue to perform at or near historic peaks and well above pre-pandemic levels, although there has been a deceleration in demand and rate growth as outbound international travel is returning in full force. Fortunately for operators, there has also been a surge in inbound international travel as travel restrictions have eased in major international feeder markets like China.

Overall, the hotel market is highly liquid and lodging assets remain favored among investors given the prospect for attractive, risk adjusted yields relative to other commercial real estate asset types. Lodging fundamentals remain strong, supply side pressures are muted for the time being, and transaction activity is expected to return in the next 12 months as buyers and sellers adjust to the new normal interest rate environment. While the potential of new variants, geopolitical conflicts, and interest rate uncertainty could drastically change forecasts, most observers remain cautiously optimistic regarding the prospects for the hospitality industry fundamentals over the next 12 to 24 months.

Local Area Hotel Market Analysis

Hotel Horizons®

Hotel Horizons® is a series of econometrically derived reports prepared on a quarterly basis that analyzes the historical and expected performance of 65 major U.S. lodging markets, as well as our national summary report of the entire U.S. lodging industry. According to Hotel Horizons®, the hotel outlook for all chain-affiliated properties in the San Antonio lodging market is shown below.

San Antonio Market Hotel Outlook - Total Market -

Year	Room Night		Room Night		Occupancy	ADR		RevPAR	
	Supply	% Δ	Demand	% Δ		\$ Amount	% Δ	\$ Amount	% Δ
2019	46,868	---	31,464	---	67.1%	\$113.17	---	\$75.97	---
2020	46,775	-0.2%	19,401	-38.3%	41.5%	\$89.17	-21.2%	\$36.99	-51.3%
2021	46,245	-1.1%	27,766	43.1%	60.0%	\$111.18	24.7%	\$66.76	80.5%
2022	45,862	-0.8%	29,393	5.9%	64.1%	\$128.17	15.3%	\$82.15	23.1%
2023	46,448	1.3%	29,727	1.1%	64.0%	\$128.63	0.4%	\$82.32	0.2%
Forecast 2024	46,620	0.4%	29,777	0.2%	63.9%	\$129.88	1.0%	\$82.96	0.8%
Forecast 2025	47,220	1.3%	30,493	2.4%	64.6%	\$133.74	3.0%	\$86.36	4.1%
Forecast 2026	47,643	0.9%	31,181	2.3%	65.5%	\$137.33	2.7%	\$89.88	4.1%
Forecast 2027	48,016	0.8%	31,669	1.6%	66.0%	\$140.77	2.5%	\$92.85	3.3%
Forecast 2028	48,391	0.8%	32,141	1.5%	66.4%	\$144.35	2.5%	\$95.88	3.3%

Source: CBRE Hotel Horizons, Q1 2024

- New Braunfels/Seguin Submarket -

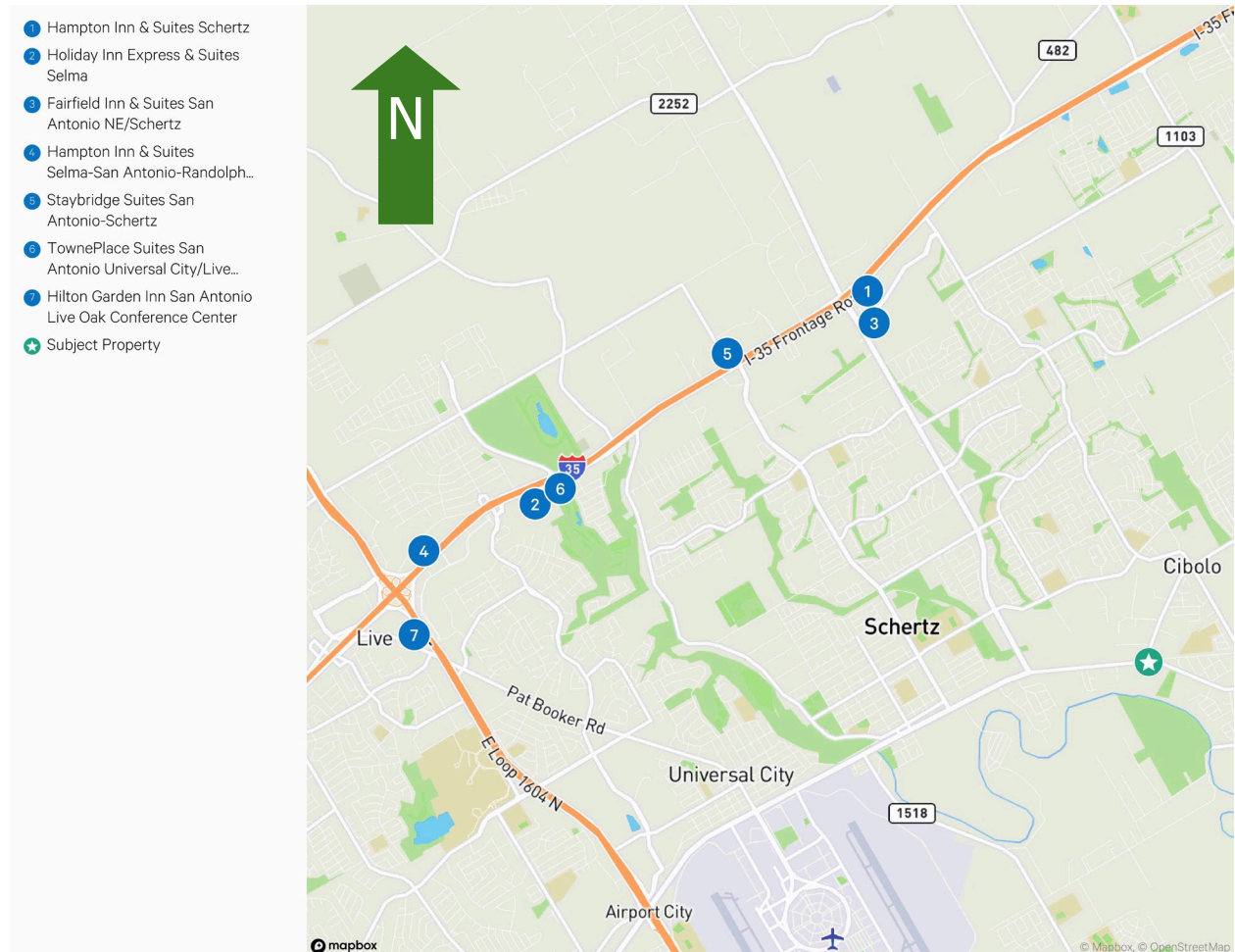
Year	Room Night		Room Night		Occupancy	ADR		RevPAR	
	Supply	% Δ	Demand	% Δ		\$ Amount	% Δ	\$ Amount	% Δ
2019	3,908	---	2,400	---	61.4%	\$98.13	---	\$60.26	---
2020	3,924	0.4%	1,776	-26.0%	45.3%	\$83.54	-14.9%	\$37.80	-37.3%
2021	3,814	-2.8%	2,382	34.2%	62.5%	\$107.00	28.1%	\$66.85	76.8%
2022	3,721	-2.4%	2,399	0.7%	64.5%	\$115.59	8.0%	\$74.52	11.5%
2023	3,721	0.0%	2,384	-0.6%	64.1%	\$113.54	-1.8%	\$72.76	-2.4%

Source: CBRE Hotel Horizons, Q1 2024

Since 2020, the New Braunfels/Seguin submarket has experienced slightly higher occupancy rates compared to the San Antonio market, while the San Antonio market leads in ADR. The near-term pace of growth is expected to decelerate once the travel industry as a whole normalizes, and the supply/demand balance of the local market reaches relative equilibrium. Overall, the long-term outlook for the San Antonio lodging market is considered to be reasonably optimistic.

Competitive Hotel Market Analysis

There are seven properties with a total of 731 guest rooms in the market, which represent the potential competitive market for new hotel development. These include a variety of midscale to upscale limited- and select-service hotels located along I-35. The purpose of this set was to reflect the highest positioned hotels in the competitive market as a benchmark to determine the flexibility of additional supply. The table on the page after the map provides summary profiles of each of the defined competitive properties.



Hotel	Proposed Hotel Site (SUBJECT)	Hampton Inn & Suites Schertz	Holiday Inn Express & Suites Selma	Fairfield Inn & Suites San Antonio NE/Schertz	Hampton by Hilton Inn & Suites Selma-San Antonio-Randolph AFB Texas	Staybridge Suites San Antonio - Schertz	TownePlace Suites San Antonio Universal City/Live Oak	Hilton Garden Inn San Antonio Live Oak Conference Center
Address	618 FM Rd 78	17702 IH-35 North	15408 I-35 N #2	5008 Corridor Loop Rd	14655 I-35 N Access Rd	5601 Schertz Pkwy	15510 I-35	8101 Pat Booker Rd
City, State	Cibolo, TX	Schertz, TX	Selma, TX	Schertz, TX	Selma, TX	Schertz, TX	Selma, TX	Live Oak, TX
Year Built	2027	2005	2007	2009	2012	2019	2022	2016
Number of Rooms	125	98	84	117	85	97	112	138
Price Tier	Middle	Middle	Middle	Middle	Middle	Middle	Middle	Middle
Chain Scale	Upper Midscale	Upper Midscale	Upper Midscale	Upper Midscale	Upper Midscale	Upscale	Upper Midscale	Upscale
Renovation Details								
Renovation Year	N/A	2016	2019	N/A	2018	N/A	N/A	N/A
Renovation Comments		Updates to the property include the lobby, public area, all guest rooms, and the breakfast area. The renovation also added TREATS, a food and beverage shop with snacks, toiletries, and local merchandise.	The guestrooms and public spaces, including the fitness center, were all renovated in 2019.	The property has not undergone any major renovations since opening but has mentioned a "refresh" in Q4 2024 or Q1 2025.	This property was converted from a Ramada by Wyndham in 2018 to a Hampton by Hilton Inn & Suites.	This property has not undergone any major updates since opening.	The property has not undergone any major updates since opening.	This property has not undergone any major updates since opening, to the best of our knowledge.
Meeting Space								
Total Meeting Space (SF)	2,000	650	420	1,386	0	1,300	0	8,201
Meeting Space Per Room (SF/RM)	16	7	5	12	0	13	0	59
Restaurant/Lounge								
Complimentary Breakfast	N	Y	Y	Y	Y	Y	Y	N
Bar / Lounge	Y	N	N	N	N	N	Y	Y
Amenities								
Fitness Center	Y	Y	Y	Y	Y	Y	Y	Y
Convenience Store	Y	Y	Y	Y	Y	Y	Y	Y
Laundry Facility	Y	N	Y	Y	N	Y	Y	N
Restaurant	Y	N	N	N	N	N	Y	Y
Pool	Y	Y	Y	Y	Y	Y	Y	Y

Source: STR Census Report; Compiled by CBRE

The competitive set has a total of 731 rooms. The calendar year 2023 occupancy and ADR achieved by these properties was roughly 72% and \$119.67, respectively. The competitive supply consists primarily of mid to upscale, limited and select-service hotels.

Additions/Deletions to Supply

We have considered any planned addition or reduction in room count inventory as the result of renovations or redesign for the subject and its competitors. We have not found any new competitive properties under construction in the area.

While CBRE has made several attempts to determine the level of new hotel supply entering the marketplace, it is impossible to determine every hotel that will be developed in the future, when they will be completed, or their potential impact to the subject. Should any competitive supply additions occur beyond those listed above and the subject, the estimates of occupancy (and possibly ADR) contained herein would thus be affected and a revision might be required.

Hotel Demand

Demand for hotel rooms is categorized in three ways:

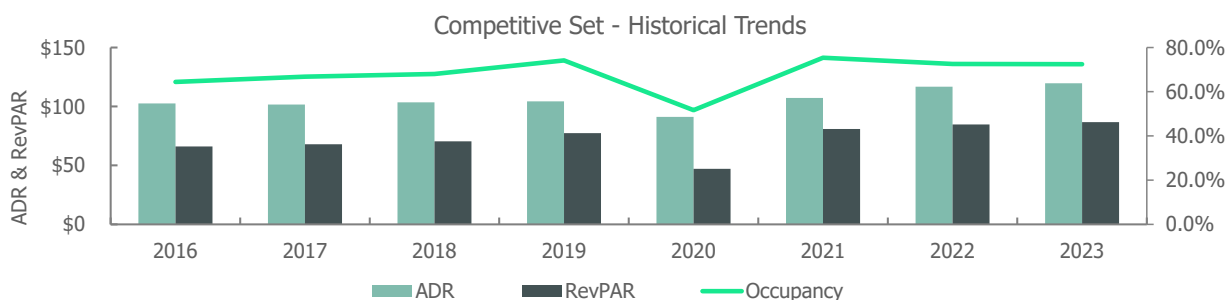
1. Demonstrated Demand: the demand already captured at competitive hotels;
2. Induced Demand: the demand that does not presently seek accommodations in the competitive market but could be persuaded to do so through marketing efforts, room rates, facilities, services and amenities.
3. Displaced/Unsatisfied Demand: the demand that seeks accommodations in the market but is not satisfied due to one of a number of factors: sell-outs during peak season; lack of a particular type of accommodation; lack of meeting space; or high room rates.

Historical Performance of the Competitive Market

As noted, the preceding properties all compete for area lodging demand and are considered directly competitive with the subject. In order to more precisely identify hotel market trends, as they relate to the subject, CBRE has relied on a customized report prepared by STR, Inc., a national firm specializing in tracking hotel data. The hotels included in the report are based on interviews with representatives of the subject and subsequent field research.

The trends in room supply, occupancy, average daily rate, and room-night demand (defined as the number of occupied rooms) for the subject's competitive set are illustrated in the following table.

Historical Market Performance STR Trend Competitive Properties									
Year	Room Night Supply	% Δ	Room Night Demand	% Δ	Market Occupancy	Average Daily Rate	% Δ	RevPAR	% Δ
2016	186,433	---	120,104	---	64.4%	\$102.52	---	\$66.05	---
2017	190,530	2.2%	127,287	6.0%	66.8%	\$101.64	-0.9%	\$67.90	2.8%
2018	190,530	0.0%	129,581	1.8%	68.0%	\$103.48	1.8%	\$70.38	3.6%
2019	217,205	14.0%	161,011	24.3%	74.1%	\$104.33	0.8%	\$77.34	9.9%
2020	217,437	0.1%	112,319	-30.2%	51.7%	\$91.17	-12.6%	\$47.09	-39.1%
2021	225,935	3.9%	170,290	51.6%	75.4%	\$107.23	17.6%	\$80.82	71.6%
2022	256,735	13.6%	186,305	9.4%	72.6%	\$116.75	8.9%	\$84.72	4.8%
2023	266,815	3.9%	193,335	3.8%	72.5%	\$119.67	2.5%	\$86.71	2.3%
CAG *		5.3%		7.0%			2.2%		4.0%
Apr TTM 2022	229,295	---	175,338	---	76.5%	\$114.01	---	\$87.18	---
Apr TTM 2023	266,815	16.4%	191,952	9.5%	71.9%	\$117.75	3.3%	\$84.71	-2.8%
Apr TTM 2024	266,815	0.0%	194,322	1.2%	72.8%	\$121.68	3.3%	\$88.62	4.6%
CAG *		7.9%		5.3%			3.3%		0.8%
Apr YTD 2021	74,280		51,682	---	69.6%	\$93.52	---	\$65.07	---
Apr YTD 2022	77,640	4.5%	56,730	9.8%	73.1%	\$115.68	23.7%	\$84.53	29.9%
Apr YTD 2023	87,720	13.0%	62,377	10.0%	71.1%	\$118.85	2.7%	\$84.52	0.0%
Apr YTD 2024	87,720	0.0%	63,364	1.6%	72.2%	\$125.05	5.2%	\$90.33	6.9%
CAGR *		5.7%		7.0%			10.2%		11.6%



* Compound Annual Growth Rate
Source: STR Custom Trends Report

Based on trends in the preceding table, critical observations are as follows:

- The market’s supply has increased over the past 8 years. This is mostly due to the opening of the 112-room TownePlace Suites San Antonio Universal City/Live Oak in 2022 and the 97-room Staybridge Suites San Antonio-Schertz in 2019.
- The room night demand absorbed the increase in supply well over the past 8 years with an overall average growth rate of 7%. The 51.6% increase in demand during 2021, coming out of the pandemic, was above the national average and overall San Antonio market.

- Between 2021 and 2023, supply growth exceeded demand growth resulting in overall market occupancy decreasing slightly from 75.4% in 2021 to 72.5% in 2023. However, the ADR increased significantly over the same period yielding overall gains in RevPAR.

Development Recommendations

Hotel Market Analysis

Based on the current supply of competitive hotels and the overall San Antonio Market, the addition of new supply could potentially be supported. The market occupancy ended 2023 at 72.5% and is surpassing Pre-COVID levels before 2019. The additions to supply in 2019 and 2023 did not significantly impact market occupancy. Overall RevPAR grew driven by increases in ADR. This is indicative of a market that is able to support additional supply.

However, the average daily rate for the market is relatively low compared to San Antonio and other Texas markets and indicates support for a budget to midscale limited-service hotel. In 2023, the ADR of the competitive set (\$119.67) was roundly 7% lower than the ADR of the San Antonio hotels (\$128.63). Given the current costs of construction and the cost of capital driven by high-interest rates, and our interviews with local hotel developers, the market average daily rate may be challenging to achieve a reasonable rate of return.

Site Analysis

The site location is at a disadvantage relative to the competitive market. Most of the demand is staying within the I-35 corridor, the Subject site is approximately 5 miles from the concentration of hotel supply and demand. While the site is near various small businesses and the quaint downtown Cibolo area, there is a much lower concentration of amenities or demand generators in the immediate vicinity. Additionally, there are no finalized development plans which would bring additional hotel demand to the area. Examples of potential development that could bring hotel demand include the following:

- Leisure – Amusement parks, Sports Complexes, Performance Venues, Museums, Hall of Fames, Shopping malls, etc.
- Corporate – Office parks, Manufacturing centers, Logistics, Regional Distribution Centers, Headquarters Space
- Groups – Convention, Exhibition, Expo Centers, Regional Festivals, etc.

Conclusion

After review of the local hotel market and the site, we do not find sufficient support for additional hotel development due to the location of the site and the relatively low Average Daily Rates compared to the greater San Antonio market. Until the area around the site provides significant evidence of current or future hotel demand, a prototypical hotel on the site would be at a competitive disadvantage by having to discount rates to attract much of its demand from the I-35 corridor.

Alternatives

There may be other lodging products that could be supported in the area but not considered directly competitive to the local market. These types of developments can offer unique facilities with destination attributes. Typically, such facilities would offer a large attraction or service that is unique to the regional area, effectively generating their own demand. Examples include (but not limited to):

- Amusement/Water Park Hotels
- Expo/Conference Center Hotels
- Wellness/Rehabilitation/Nature Retreats
- Hotels affiliated with a sports tournament complex
- Single user/institutional/training conference center

While some of the listed examples may not be directly competitive with the local market and could be less impacted by the site disadvantages, they are developments which are considered higher risk than prototypical hotels. Further analysis and research outside the scope of this analysis is needed to provide a recommendation for a facility of this nature.

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently, nor super-efficiently.

- (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
- (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.
- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property, nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or on behalf of the client, property owner or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report and any conclusions stated therein. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including, without limitation, any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. This Report has been prepared in good faith, based on CBRE's current anecdotal and evidence-based views of the commercial real estate market. Although CBRE believes its views reflect market conditions on the date of this Report, they are subject to significant uncertainties and contingencies, many of which are beyond CBRE's control. In addition, many of CBRE's views are opinion and/or projections based on CBRE's subjective analyses of current market circumstances. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections. Further, other firms may have different opinions, projections and analyses, and actual market conditions in the future may cause CBRE's current views to later change or be incorrect. CBRE has no obligation to update its views herein if its opinions, projections, analyses or market circumstances later change.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been

compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.

9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge including, but not limited to, environmental, social, and governance principles ("ESG"), beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

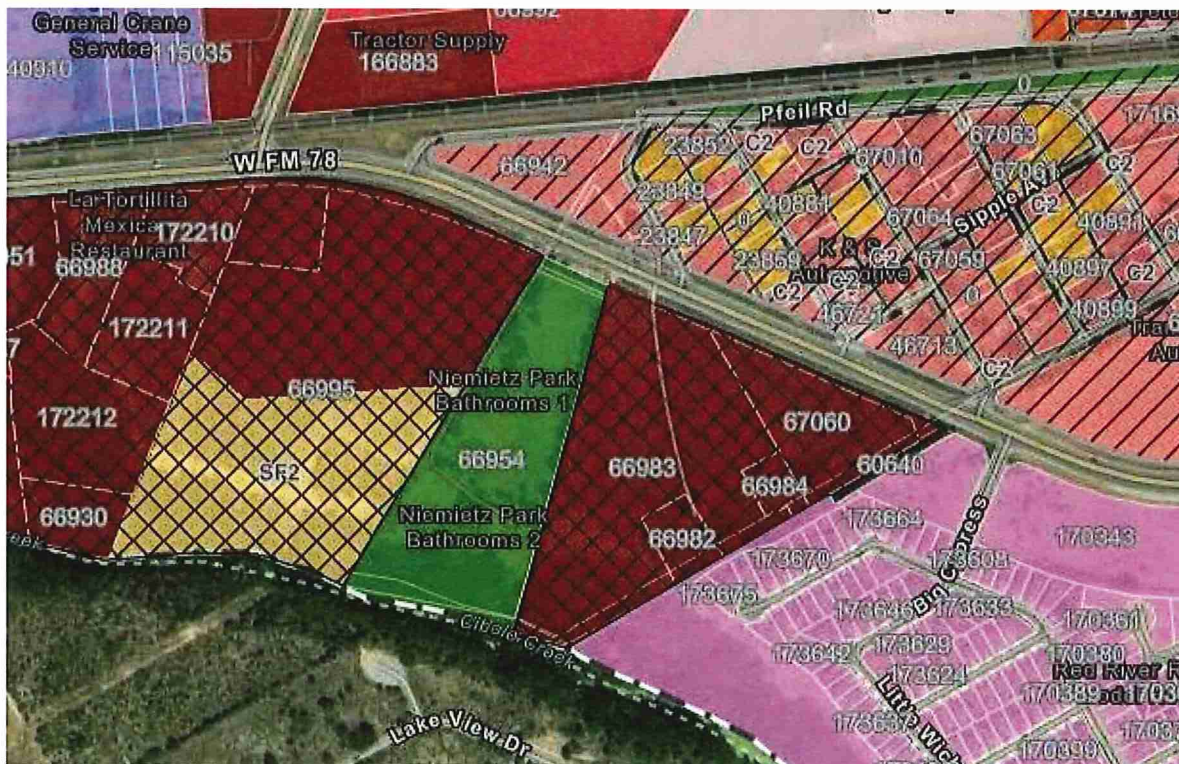
April 18, 2024

City of Cibolo
Attn: Marcus Mattingly
EDC President
Cibolo Economic Development Corporation
201 W. Loop 539
Cibolo, Texas 78108

Proposal for Professional Services
City of Cibolo - EDC Market Planning
Colliers Engineering & Design Proposal No.: CIBP0001P

Dear Mr. Mattingly,

Colliers Engineering & Design is pleased to submit this proposal for professional services to assist the Cibolo Economic Development Corporation (CEDC) to conduct a planning analysis and market study for parcels owned by the CEDC and the City of Cibolo. It is our understanding that the subject properties are located on Seguin Road and includes Niemietz Park owned by the City of Cibolo and adjacent parcels to the east owned by the CEDC. The CEDC parcels are located within the City of Cibolo FM 78 Mixed Use Overlay District intended to provide design and use standards to support the corridor as a local and regional commercial center as shown below.



KFW Engineers + Surveying is now Colliers Engineering & Design

This proposal is divided into two sections as follows:

Section I – Scope of Services

Section II – Client Contract Authorization

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

Section I – Scope of Services

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

TASK 1.0 MARKET ANALYSIS

Colliers Engineering and Design has teamed with Coldwell Banker Richard Ellis, Inc (CBRE) to conduct the Market Analysis. The study will be conducted in phases and the work program will be concerned with the determination of current and potential future lodging demand in the market area, the assessment of existing and potential future supply and the share of the market that could reasonably be attained by the proposed project, and our facilities recommendations. Our work plan for the study will be as follows.

- Analysis of the Site Location - This part of the study is designed to evaluate the site in terms of its opportunities and constraints for development. Some of the factors to be examined include:
 - Access
 - Visibility
 - Ambiance
 - Present utilization
 - Topography
 - Relationship to demand generators
 - Relationship to area amenities
 - Advantages/disadvantages of the site versus the major competitors
- Area Review - We will gather and analyze relevant economic data regarding the market area to determine whether the overall economic environment in the area appears to be suitable for hotel development. We will examine correlations between key economic factors and the demand for lodging and will utilize any available forecasts of these indicators in our evaluation of potential future demand.

We will perform primary market research in the site area, consisting of interviews with key demand generators, inspection and evaluation of competition and discussions with persons familiar with development patterns and the local hotel market. Among those with whom we will conduct such interviews are:

- Managers of tourist attractions

- Owners and managers of potentially competitive lodging facilities
- Government officials in zoning, development and transportation
- Major employers in the area
- Convention and Visitors Bureau representatives

On the basis of the foregoing research, we will prepare estimates of future growth in demand for, and the supply of lodging facilities in the market area.

We will analyze historical economic growth in the area and the characteristics of each of the principal segments of demand for hotels. Then, using the information gathered in our research, we will estimate growth in demand for each market segment and project demand for each of the next five years, expressed in terms of room nights.

- Market Analysis - The focus here will be on estimated demand for the subject hotel. We will define a competitive set of hotels and analyze historic performance, as well as ascertain future supply growth and expansion. The following factors will determine whether a new hotel project could fit on the site.
 - Occupancy, Average Daily Rate (ADR), and/or Revenue per Available Room (RevPAR)
 - Supply and Demand characteristics
 - Site analysis
 - Proximity to demand generators
 - Area demographics

If there is demonstrated support for additional lodging supply at the site, we will provide facility recommendation.

- Facilities Recommendations - As part of our analysis, we will review your plans for the proposed project and may make preliminary recommendations as to the proposed hotel's facilities, including:
 - Number, type, and mix of guest rooms
 - Restaurant and lounge facilities, if appropriate
 - Banquet and meeting space requirements
 - Other facilities and amenities
 - Recommendations for branding/flag of the hotel

These recommendations are intended to provide you with the basis for a design program for the proposed hotel.

- CBRE Report - We will codify our conclusion determining the need for a hotel into a concise draft letter report (~10 pages), and it will be for your internal use for discussion purposes with us. Once you have reviewed the draft, we will be pleased to review it with you, address any additional questions or concerns necessary and then finalize our report.

The intended user is Colliers Engineering and Design, the City of Cibolo, Texas, and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein). The Report may be relied on by the named parties herein, their

respective affiliates, successors and assigns. The Report speaks only as of its date in the absence of a specific written update of the Report signed and delivered by CBRE, Inc.

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

- Future Phases - We understand this analysis is a preliminary phase in a potentially larger scope master planning/zoning study. The following presents potential additional phases we will be able to assist with under a separate engagement.
 - If there is market support for a hotel at this site, we will be able to provide a market/feasibility study containing 10 years of operating data, as well as economic feasibility with an internal rate of return analysis utilizing market-based development estimates.
 - If you determine potential uses for the site that could support additional hotel supply, we will assist in determining an optimal hotel addition with a market/feasibility study.
 - We will potentially assist in determining operating statistics for other uses outside of hotels utilizing our variety of expertise from the overall CBRE platform.

Additional time or tasks may be provided upon request and billed as Additional Services upon written authorization of the client.

Schedule of Fees

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

Task Name	Fee
Task 1.0 Market Analysis	\$ 6,750
TOTAL Lump Sum	\$6,750

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

Exclusions and Understandings

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

- Environmental, Structural, Cost Estimating, Logistics Planning, Irrigation System Design, traffic and any other specialty services not included above;
- Additional Survey services of any nature;
- Analysis of, and testing of, existing utility systems;
- Off-site and out of the project area design services;
- Additional permit/approval services;
- Electrical service and distribution design for site lighting;
- LEED design, credentialing and certification;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site;
- Application fees and escrow deposits for any regulatory review agencies;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support documents requested during the course of the review of the project;
- Additional meeting attendance;
- Pavement cores, laboratory testing and analysis services;
- Construction Administration and Observation services;
- Stormwater management and collection system design services.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Professional Service Agreement

The basis of compensation for the Scope of Services will be an hourly invoice for the actual hours spent on each task. A fee of \$6,750 is the cost of the Scope Services. This budget does not include any other services or matters, including, without limitation, applicable tax or direct expenses for reprographics, travel, express mail, courier services, or any required sub-consultant services not covered under the Scope of Services. Travel expenses will require written authorization from the Cibolo EDC prior to travel. Direct expenses will be invoiced monthly with a 10% markup. Any and all other terms and conditions related to this proposal will be per the Professional Services Agreement between the City of Cibolo and CED Engineers.

Section II – Client Contract Authorization

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

_____ Signature	18 April 2024 _____ Date
Marcus H. Mattingly _____ Printed Name	President - Cibolo EDC _____ Title

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

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

Sincerely,



Christopher Otto, P.E. CFM
Regional Discipline Lead – Municipal
Colliers Engineering & Design, Inc.

February 8, 2024

City of Cibolo
Attn: Alora M. Wachholz, CEcD, MEDP
Economic Development Manager
Cibolo Economic Development Corporation
201 W. Loop 539
Cibolo, Texas 78108

Proposal for Professional Services
City of Cibolo - EDC Market Planning
Colliers Engineering & Design Proposal No.: CIBP0001P

Dear Ms. Wachholz,

Colliers Engineering & Design is pleased to submit this proposal for professional services to assist the Cibolo Economic Development Corporation (CEDC) to conduct a planning analysis and market study for parcels owned by the CEDC and the City of Cibolo. It is our understanding that the subject properties are located on Seguin Road and includes Niemietz Park owned by the City of Cibolo and adjacent parcels to the east owned by the CEDC. The CEDC parcels are located within the City of Cibolo FM 78 Mixed Use Overlay District intended to provide design and use standards to support the corridor as a local and regional commercial center as shown below.



KFW Engineers + Surveying is now Colliers Engineering & Design

This proposal is divided into two sections as follows:

Section I – Scope of Services

Section II – Client Contract Authorization

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

Section I – Scope of Services

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

TASK 1.0 MARKET ANALYSIS

The study will be conducted in phases and the work program will be concerned with the determination of current and potential future lodging demand in the market area, the assessment of existing and potential future supply and the share of the market that could reasonably be attained by the proposed project, and our facilities recommendations. Our work plan for the study will be as follows.

- Analysis of the Site Location - This part of the study is designed to evaluate the site in terms of its opportunities and constraints for development. Some of the factors to be examined include:
 - Access
 - Visibility
 - Ambiance
 - Present utilization
 - Topography
 - Relationship to demand generators
 - Relationship to area amenities
 - Advantages/disadvantages of the site versus the major competitors
- Area Review - We will gather and analyze relevant economic data regarding the market area to determine whether the overall economic environment in the area appears to be suitable for hotel development. We will examine correlations between key economic factors and the demand for lodging and will utilize any available forecasts of these indicators in our evaluation of potential future demand.

We will perform primary market research in the site area, consisting of interviews with key demand generators, inspection and evaluation of competition and discussions with persons familiar with development patterns and the local hotel market. Among those with whom we will conduct such interviews are:

- Managers of tourist attractions
- Owners and managers of potentially competitive lodging facilities

- Government officials in zoning, development and transportation
- Major employers in the area
- Convention and Visitors Bureau representatives

On the basis of the foregoing research, we will prepare estimates of future growth in demand for, and the supply of lodging facilities in the market area.

We will analyze historical economic growth in the area and the characteristics of each of the principal segments of demand for hotels. Then, using the information gathered in our research, we will estimate growth in demand for each market segment and project demand for each of the next five years, expressed in terms of room nights.

- Market Analysis - The focus here will be on estimated demand for the subject hotel. We will define a competitive set of hotels and analyze historic performance, as well as ascertain future supply growth and expansion. The following factors will determine whether a new hotel project could fit on the site.
 - Occupancy, Average Daily Rate (ADR), and/or Revenue per Available Room (RevPAR)
 - Supply and Demand characteristics
 - Site analysis
 - Proximity to demand generators
 - Area demographics

If there is demonstrated support for additional lodging supply at the site, we will provide facility recommendation.

- Facilities Recommendations - As part of our analysis, we will review your plans for the proposed project and may make preliminary recommendations as to the proposed hotel's facilities, including:
 - Number, type, and mix of guest rooms
 - Restaurant and lounge facilities, if appropriate
 - Banquet and meeting space requirements
 - Other facilities and amenities
 - Recommendations for branding/flag of the hotel

These recommendations are intended to provide you with the basis for a design program for the proposed hotel.

- CBRE Report - We will codify our conclusion determining the need for a hotel into a concise draft letter report (~10 pages), and it will be for your internal use for discussion purposes with us. Once you have reviewed the draft, we will be pleased to review it with you, address any additional questions or concerns necessary and then finalize our report.

The intended user is Colliers Engineering and Design, the City of Cibolo, Texas, and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein). The Report may be relied on by the named parties herein, their respective affiliates, successors and assigns. The Report speaks only as of its date in the absence of a specific written update of the Report signed and delivered by CBRE, Inc.

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- Future Phases - We understand this analysis is a preliminary phase in a potentially larger scope master planning/zoning study. The following presents potential additional phases we will be able to assist with under a separate engagement.
 - If there is market support for a hotel at this site, we will be able to provide a market/feasibility study containing 10 years of operating data, as well as economic feasibility with an internal rate of return analysis utilizing market-based development estimates.
 - If you determine potential uses for the site that could support additional hotel supply, we will assist in determining an optimal hotel addition with a market/feasibility study.
 - We will potentially assist in determining operating statistics for other uses outside of hotels utilizing our variety of expertise from the overall CBRE platform.

TASK 2.0 PROFESSIONAL PLANNING SERVICES

Planning services shall be provided to review the existing conditions of the site and evaluate the City of Cibolo and the Cibolo Economic Development Corporation plans and land development regulations. Planning services scope of work for the market study are anticipated to include:

- Conduct kick-off meeting with team.
- Inspect subject site virtually and/or in person. We will evaluate the sites and features of the subject properties. This will include the utilization of current mapping indicating boundary, utilities, zoning, wetlands, and floodplain as background documents.
- Review local plans and land use ordinance documents. These documents include but are not limited to:
 - Historic land uses and development patterns
 - Land use changes
 - Local and regional planning documents (Cibolo Comprehensive Master Plan, the FM 78 Corridor Plan, the Comprehensive Economic Development Strategy, the Hotel Feasibility Study – Limited Service and Select Service)
 - Ordinances (Cibolo Unified Development Code)
- Hold interviews with up to 12 community stakeholders identified by the CEDC to gather input on existing site conditions and community needs, issues and possible solutions, and visions for the property during the Market Study process. One-on-one interviews will be

coordinated to perform multiple interviews on the same day. Interviews may occur in person or virtually by telephone or Teams.

- Develop concept alternatives for future site development based on existing land use, market analysis, site restrictions, local and regional plans, and stakeholder feedback.
- Present and discuss existing conditions, visioning, the market analysis, and site development alternatives with team. All feedback received will be reviewed and incorporated into the written report.
- Prepare the Market Study that includes the existing conditions of the subject properties, the market analysis, alternatives and recommendations for future development, and next steps for master site planning and renderings.
- Provide final Market Study to team.

Additional time or tasks may be provided upon request and billed as Additional Services upon written authorization of the client.

Schedule of Fees

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

Task Name	Fee
Task 1.0 Market Analysis	\$ 6,750
Task 2.0 Professional Planning Services	22,850
TOTAL Lump Sum	\$29,600

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

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The basis of compensation for the Scope of Services will be an hourly invoice for the actual hours spent on each task. A fee of \$29,600 is the cost of the Scope Services. This budget does not include any other services or matters, including, without limitation, applicable tax or direct expenses for reprographics, travel, express mail, courier services, or any required sub-consultant services not covered under the Scope of Services. Direct expenses will be invoiced monthly with a 10% markup. Any and all other terms and conditions related to this proposal will be per the Professional Services Agreement between the City of Cibolo and CED Engineers.

Section II – Client Contract Authorization

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

Signature

Date

Printed Name

Title

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

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

Sincerely,



Christopher Otto, P.E. CFM
Regional Discipline Lead – Municipal
Colliers Engineering & Design, Inc.

SRO Program Job Description & Standard Operating Policy

**Presented By:
Thedrick Andres, Chief of Police**

August 27, 2024



Presentation Overview

- Police Officer Job Description
 - School Resource Officer - Assignment
- School Resource Officer Policy
 - Standard Operating Procedure
- Cibolo Police Recruiting & Hiring Overview



Seeking Council Feedback

1. What are the City Council's thoughts on the Police Officer Job Description for the School Resource Officer Assignment?
2. Does the City Council have a clear picture of the School Resource Officer Standard Operating Procedures as it relates to duties and management of this program?
3. Does the City Council have clear understanding of the Cibolo Police Department Recruiting and Hiring Process?



SRO Job Description

Assignment of Duties as Outlined in the ILA:

- SROs support and facilitate the educational process within the SCUC ISD
- SROs are responsible for the safety and security of students and staff.
- SROs are responsible for the enforcement of city and state laws, preservation of public order, protection of life, and the prevention, detection, or investigation of crime.
- SROs Investigate non-criminal actions such as missing persons, found property, etc.



SRO Job Description (cont.)

Assignment of Duties as Outlined in the ILA:

- SROs will interact professionally and respectfully with the public, coworkers, and others in the course of daily work.
- An SRO assignment will generally follow the school district schedule.
 - When school is not in session, the officer will not be required to work and will not receive compensation during those breaks (with exception of city-designated holidays or when using accrued paid leave or compensatory time)
- The SRO Program will operate consistent with the approved interlocal agreement executed in July 2024.



SRO Standard Operating Procedure

Purpose of Policy:

- The SRO Unit's primary function is to implement the police department's program, which is funded by the SCUC ISD.
- SROs are law enforcement officers and employees of the CITY
- SROs will serve as a resource to SCUC ISD students and staff while maintaining a safe environment.
- SROs are not formal counselors or educators and will not act as such.



SRO Standard Operating Procedure

Command and Accountability:

- The SRO Unit is commanded by a police Sergeant who is directly accountable to the Patrol Division Lieutenant.
- The SRO Unit will be staffed with nine (9) commissioned law enforcement officers.
- SROs will be assigned to work full school calendar years, which generally includes one hundred eighty-seven (187) days for more than eight (8) hours per day.
- SROs will be assigned to all SCUC ISD campuses in the City of Cibolo.



SRO Standard Operating Procedure

Work Hours/Comp Time/Leave:

- SROs will be required by terms of the agreement to work additional hours.
- SRO Unit will work 9-hour days that include one hour of comp time earned per day.
- Those assigned to the SRO Unit will be allowed to accrue compensatory time for a maximum of 300 hours.
- SROs will utilize their vacation leave and/or compensation time during SCUC ISD holidays, breaks, and summer months



SRO Standard Operating Procedure

Responsibilities of Personnel:

- The SRO Sergeant will be responsible for assigning officers to school campuses.
- The SRO Sergeant will be responsible for securing a substitute officer when the assigned SRO is not on duty.
- The Administrative SRO Sergeant will be assigned as the second officer at Byron Steele High School.
- The Field SRO Sergeant will be the primary point of communication with the administration and respond to SCUC ISD campuses when a supervisor is requested.



SRO Standard Operating Procedure

Responsibilities of Personnel:

- SROs will be a visible presence during the school day and conduct security inspections of the campus.
- SROs will be responsible for enforcing all violations of the law, investigating criminal offenses, and keeping the peace on SCUC ISD campuses.
- SROs will be responsible for directing traffic control in the geographic areas around the SCUC ISD campuses.
- SROs will assist with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within SCUC ISD campuses.
- SROs are resources for law enforcement education at the request of the SCUC ISD Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.



CIBOLO POLICE DEPARTMENT RECRUITING OVERVIEW

**FISCAL YEAR 2024
(October 1, 2023 – July 30, 2024)**



Where we stand



Where we want to be...

RECRUITING EFFORTS

WHAT CAN WE DO TO GET...

- **LATERALS**

- COMPETITIVE PAY
 - * MONITOR THE MARKET
- ABBREVIATED FTO PROGRAM

- **CADETS/NON-EXPERIENCED**

- SPONSORSHIP DURING ACADEMY
- COMPETITIVE PAY
 - * MONITOR THE MARKET
- MODIFIED SALARY WHILE IN ACADEMY



RECRUITING EFFORTS

WHERE ARE WE RECRUITING?

- SAN ANTONIO COLLEGE L.E. ACADEMY
- AACOG L.E. ACADEMY
- JBSA T.A.P.
- REGIONAL JOB FAIRS
- LOCAL COLLEGES & UNIVERSITIES
- SOCIAL MEDIA



RECRUITING CHALLENGES

WHAT ARE WE UP AGAINST?

- MOST AGENCIES ARE SPONSORING CADETS
 - * 8+ IN THE AREA
- COMPETITIVE PAY
 - * MONITOR THE MARKET
- INCENTIVE PAY
 - * CERTIFICATE, EDUCATION, FTO, etc.
 - * TUITION REIMBURSEMENT
 - * SIGN-ON BONUSES RANGE FROM 3K – 10K IN OUR AREA
 - 10+ IN OUR AREA



RECRUITING CHALLENGES

WHAT ARE WE UP AGAINST (Cont'd.)?

- AACOG: 90% OF POLICE CADETS WHO ATTEND THEIR ACADEMY ARE SPONSORED BY A POLICE DEPARTMENT
- CADET PAY RANGES FROM \$50,000 - \$55,000
- INCENTIVE PAY (EDUCATION, CERTIFICATE, FTO, etc.)



FY-2024 SUMMARY

35 Total Applicants

<u>4</u>	Minimum Qualifications Not Met
<u>0</u>	Not Eligible to Re-apply
<u>3</u>	Failed Written Test
<u>0</u>	Failed Physical Agility Test
<u>4</u>	Failed Oral Board
<u>4</u>	Disqualified in Background Investigation



FY-2024 SUMMARY

35 Total Applicants (cont'd.)

<u>0</u>	Failed Medical Screening
<u>0</u>	Failed FBI Fingerprint Check
<u>0</u>	Failed Psychiatric Evaluation
<u>0</u>	Failed Polygraph Examination
<u>2</u>	Not Selected after Chief's Interview
<u>10</u>	Withdrew from Hiring Process



FY-2024 SUMMARY

35 Total Applicants (cont'd.)

<u>7</u>	Still Active
<u>1</u>	HIRED



2024/2025 New ILA w/ SCUC-ISD

Enacted July, 2024

SCUC-ISD & City of Cibolo agreed to adding a Sgt. and 3 Officers.

This added to our total number of officers to be hired.



HIRING NEW OFFICERS

HIRING PROCESS (EXPLAINED)

- Candidate applies online at www.cibolotx.gov (4 page app.)
- Candidate is contacted by CPD Recruiter. Rejection Criteria checked. Ride Alongs are encouraged.
- If eligible to continue, Candidate is sent 35 page Personal History Questionnaire and list of documents to upload.
- Candidate is invited to take Written and Physical Agility Test.



HIRING NEW OFFICERS (continued)

HIRING PROCESS (EXPLAINED)

- Candidate is scheduled for Oral Interview Board.
- If passed, candidate is moved to Background Investigation.
- Candidate is then set for Medical, Psychological, and Polygraph.
- Candidate has Final Interview with Chief of Police.

*This process can take up to 4 months
to complete.*



TRAINING NEW OFFICERS

TRAINING PROCESS (EXPLAINED)

- OIT (Officer In Training) starts their 4-month program.
- OIT is taught City Policies & Procedures, City Ordinances, and CPD General Orders (Professional Development Phase).
- OIT is operating with a Field Training Officer (FTO) through the entire Program to ensure safety, knowledge, development of skills, and confidence.
- OIT is put through a 3-Phase program before being released to their assigned Patrol Shift Supervisor for a final 2 weeks.



LOSSES

CPD lost 1 officer to another agency in November/2023.

CPD had 2 officers who did not complete the FTO program (the first officer in November 2023 and the second officer in April 2024).

CPD had 2 officers resign.

The numbers appear lower than last year. We are not receiving as many auto-apply via Indeed.com and Texas Municipal League (TML). Most of the auto-apply applicants did not meet the minimum requirements.



**NOW
HIRING**



**NOW
HIRING**

**NOW
HIRING**

**NOW
HIRING**



Seeking Council Feedback

1. What are the City Council's thoughts on the Police Officer Job Description for the School Resource Officer Assignment?
2. Does the City Council have a clear picture of the School Resource Officer Standard Operating Procedures as it relates to duties and management of this program?
3. Does the City Council have clear understanding of the Cibolo Police Department Recruiting and Hiring Process?





Subject: School Resource Officer Program	No. Pages: 5	Effective Date:
TPCA Standards: 0.00		Rescinds:

100.00 ADMINISTRATION AND MANAGEMENT

101.00 PURPOSE AND POLICIES

- A. **Unit Purpose.** The purpose of the School Resource Officer (SRO) Unit is to coordinate and implement the Department’s program that is funded by the Schertz Independent School District (SCUC ISD).

- B. **Employee Rights.** Employee rights of personnel assigned under contract with Schertz Independent School District shall not be abridged. Participation in this arrangement shall not penalize participating employees, nor shall it in any way minimize or threaten their employment rights, promotional opportunities, training opportunities, or benefits afforded to them by the City of Cibolo.

- C. **Program Structure.** Under this framework, the SROs are first and foremost law enforcement officers and employees of the CITY and are not employees of the District.
 - 1. The SROs will be responsible for carrying out all duties and responsibilities of a law enforcement officer and will always remain under the control, through the chain of command, of the CITY. School officials will ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs will refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
 - 2. Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs will intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations will be issued, and arrests made when appropriate and in accordance with Texas law and CITY policy. The SROs or others within their Chain of Command will have the final decision on whether criminal charges will be filed. The CITY reserves the right to temporarily remove SROs if additional officers are needed during a critical incident, natural disaster, or for immediate service of public safety.
 - 3. The SROs are not formal counselors or educators and will not act as such. However, with the agreement of CITY, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students, families and staff.
 - 4. The SROs will confer with the principal or other appropriate administrator, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.



5. SROs will be hired pursuant to CITY hiring policies, will be fully qualified as police officers in the State of Texas and will primarily be directed by the Chief of Police and other officers of the police force of the CITY to patrol and provide a police presence on such properties and campuses owned or leased by SCUC ISD as set forth herein.

D. **Policies.** The policies set forth in this Standard Operating Procedure are established to assist department employees in determining appropriate practices in dealing with the subject areas treated.

1. Proper policy administration must select goals and encourage discharge of duties above the minimum standards of criminal and civil responsibility. These policies create high standards of conduct so training can be aimed at the highest level. They may serve as the basis for internal discipline even though they are not intended for civil or criminal proceedings.
2. These policies are not intended to establish a standard of conduct applicable in external civil or criminal proceedings. They are written to serve as guidelines for employees before the fact in approaching critical situations and not to serve as a measure of liability after the fact with respect to claims or litigation.
3. These policies are not intended to create entitlements for non-City employees. These policies are not the basis of entitlements for City employees except as expressly stated in particular directives or as may be directed by the Police Chief, People and Performance Director or City Manager.
4. The Department reserves the authority to modify, revoke, suspend, interpret, terminate, or change any or all of the policies specified in this Standard Operating Procedure, or procedures pursuant to its authority, in whole or in part at any time, with or without notice. The issuance of this Standard Operating Procedure does not constitute a contract between the City and its employees.

E. **Standard Operating Procedures.** This Standard Operating Procedure Manual is issued by the authority of the Police Chief. The Patrol Sergeant shall ensure that an electronic copy of the manual and any revisions are available to each unit employee and to the Patrol Division Lieutenant.

F. The Patrol Division Lieutenant shall inform the above personnel when any revisions are made.

1. A copy of all portions of the manual that are deleted or amended shall be maintained by the Office of the Chief of Police for five years.

102.00 ORGANIZATION AND RESPONSIBILITIES

102.01 COMMAND AND ACCOUNTABILITY

A. The SRO Unit is commanded by a police Sergeant who is directly accountable to the Patrol Division Lieutenant. The Unit is supervised by two sergeants who are directly accountable to the Patrol Lieutenant.

B. **Staffing.** The SRO Unit will be staffed with nine (9) commissioned law enforcement officers licensed by the State of Texas for service as a school resource officer (SRO) to be assigned to SCUC ISD. The total assigned at any given time is subject to vacancies.



SROs will be assigned to work for full school calendar years, which generally includes one hundred eighty-seven (187) days for more than eight (8) hours per day encompassing the beginning and end time of the school per the bell schedule listed on the District Calendar. One Hundred eighty-seven (187) days shall represent the total number of days school is in session and days school is not in session but are on-campus workdays for teachers.

C. **School Campuses.** The number of SROs serving at each of the following SCUC ISD campuses (“Service Area”) are shown below. SRO sergeants will make every effort to maintain consistency in personnel being assigned to a fixed service area, but daily personnel changes may be necessary to fill the campuses:

1. **Watts Elementary School (One SRO)**
2. **Wiederstein Elementary School (One SRO)**
3. **Cibolo Valley Elementary School (One SRO)**
4. **Jordan Intermediate School (One SRO)**
5. **Schlather Intermediate School (One SRO)**
6. **Dobie Junior High School (One SRO)**
7. **Byron P. Steele II High School (One SRO and one Sergeant SRO)**
8. **One Sergeant (Field Supervisor)**

D. **Work Hours.** The SRO Unit is assigned to work 9-hour days that includes one hour of comp time. Sergeants and officers may be required by the terms of the agreement with SCUC ISD to work additional hours. Work hours of all SRO Unit personnel must be flexible to meet Department and SCUC ISD needs for officer presence at program-related activities outside regular duty hours.

E. **Leave/Comp Time.** The School Resource Officer position will generally follow the school district schedule. When school is not in session, the officer will not be required to work and will not be paid during those breaks (with exception of City designated holidays or when using accrued paid leave).

1. Compensatory time maximum will be 300 hours.
2. Compensatory time shall be at a zero balance at the beginning of every ISD fiscal year.

102.02 RESPONSIBILITIES OF PERSONNEL

A. In addition to the duties and responsibilities specified for employees and supervisors, as applicable, in the City of Cibolo Personnel Policies, the Police Department General Orders, and any job descriptions, personnel assigned to the SRO Unit have the responsibilities specified in this Section and elsewhere in this Standard Operating Procedure. Assignments will be based on the needs of the department.

B. Sergeant

- The Chief of Police may designate an SRO Sergeant to serve as the primary liaison between the department, the Schertz Independent School District, and the SCUC ISD Safety and Security Committee;
- ensure that the agreement between the Department and SCUC ISD and any associated documentation is completed each year and adopted by governing bodies when required;



- determine officer school assignments;
- If for reasons beyond the CITY'S control due to staffing, such as unforeseen sick leave, injury, position vacancies, etc., the supervising sergeants will be authorized and responsible for securing a substitute officer, by scheduling appropriate off-duty officers to ensure an SRO is on each designated campus.
- Tactical Supervising Sergeant SRO will be the primary point of communication;
- Administrative Supervising Sergeant SRO will be the secondary point of communication, between SCUC ISD and the CITY for matters related to SROs;
- The Chief of Police will designate staffing for the supervising sergeants;
- report significant incidents on school property or that are school-related to department managers and other operational segments through the Shift Pass-on Report;
- respond to major calls for service at SCUC ISD elementary schools, intermediate schools, junior high school, and high school to assure that they are handled properly and to assist subordinate personnel when necessary;
 1. review reports and documents (other than accident reports and including uses of force and pursuits) turned in by subordinates for completeness, accuracy, and compliance with standard procedures;
 2. complete timely entry of computerized payroll data;
 3. complete Unit reports and maintain statistical data as may be assigned;
 4. complete scheduling and planning of training for assigned personnel.

C. Officer

- Establish a bond and act as a liaison between the CITY and school administrators and students to reduce or eliminate the opportunity for crime, project a positive image of the CITY, and improve the quality of life within the school and community.
- Patrolling areas within or in the vicinity of the geographical boundaries of SCUC ISD to protect all students, families, personnel and visitors.
- Being a visible presence during the school day to assist the SCUC ISD administration with general public safety services during school hours.
- Helping SCUC ISD administrators maintain the peace and/or address a breach of the peace as needed.
- Engaging in all law enforcement activities arising from the enforcement of criminal laws or SCUC ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of SCUC ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement.
- Responding to calls for services during the regular school day or when serving in support of an official SCUC ISD extracurricular or after-school activity.
- Assisting in providing security as needed for after-hour activities and events taking place at SCUC ISD facilities.
- Accompanying outside service providers during random canine searches conducted on SCUC ISD property.
- Preventing property loss due to theft or vandalism.
- Providing traffic control as needed.
- Assisting SCUC ISD with its Emergency Operation Plan.
- Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within SCUC ISD.
- Providing training for staff as requested by the SCUC ISD Superintendent.



- Serving as a resource for law enforcement education at the request of the SCUC ISD Superintendent, such as speaking to classes on the law, search and seizure, drugs or motor vehicle laws.
- Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs will not disclose to CITY any education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs will not provide student education records to other law enforcement agencies or other agencies or parties informally for external investigations or any other reasons.
- Preparing reports and documentation related to events occurring within the geographic boundaries of SCUC ISD, to the extent such information is required by law or SCUC ISD policy or CITY procedures.

103.00 QUALIFICATIONS AND TRAINING

103.01 Officer Qualifications

- A. Minimum qualifications for consideration for SRO officer positions are:
- completion of 2 years of work as a Cibolo Police officer after all basic training
 - demonstrated ability to work both independently and as part of a group.
 - willingness to adjust schedules as necessary.
 - demonstrated ability to work effectively with juveniles
 - history of positive public contact
 - ability to work with administrative and managerial personnel
- B. An additional preferred qualification includes instructional/public speaking experience.

103.02 Training

School Resource Officers are required to complete an approved Basic SRO course within 6 months of assignment to the Unit, or when scheduling allows, and a TCOLE Basic Instructor Certification Course within one year, or when scheduling allows. New SROs may be required to complete in-school training with an experienced SRO.



City of Cibolo

Job Description



Job Details			
Job Title:	Police Sergeant		
Reports to:	Police Lieutenant		
Grade:	PS-03	WC Code:	7720
Employee Type:	Non-exempt, Varies	Pay Type:	Hourly
Employment Period:	Indefinite	NAICS Code:	922120
Essential/Subject to Recall:	Yes	Skeleton Crew:	Yes
Department:	Varies	Original Date:	07/2010+
Program/Division:	Varies	Revision Date:	08/2024

Job Summary

The purpose of this position is to perform law enforcement functions proficiently and to supervise and direct subordinates with the daily operation of the police department. This is accomplished by maintaining good working relationships with all subordinates and peers; providing supervision that enables good communication; maintaining proficiency in all law enforcement functions; providing encouragement and growth opportunities for officers; coordinating training schedules and assignments; keeping personnel informed of policy and legal changes; and assuming operational control of the department when the lieutenant is absent. Set the proper example of leadership by maintaining the standards and expectations of the organization.

Essential Functions

To accomplish this job successfully, an individual must be able to perform, with or without reasonable accommodation, each essential function satisfactorily. Reasonable accommodations may be made to help enable qualified individuals with disabilities to perform the essential functions.

1. Provides direct first line supervision of officers by providing motivation and encouragement to subordinates; providing constructive feedback; maintaining awareness of all laws and ordinances; and assisting with daily operations and disciplinary actions as required. Completes employee performance evaluations and sets relevant goals.
2. Performs law enforcement duties by operating emergency vehicle under all conditions; operating computer equipment and programs related to serving the law; responding to calls; enforcing the law; making arrests; testifying in court; taking reports; providing citizens and officer assistance; investigating crimes; following up on cases as necessary; and packaging and sending evidence.
3. Provides training and support by training and educating employees on policy, procedures, and law enforcement functions; training and educating subordinates on policy updates and specialized skill sets; maintaining own level of proficiency with laws, legal updates, and policy changes; ensuring officers are performing duties in a safe and proper manner; maintaining documentation for all training; and forwarding records to the Division Lieutenant.

All other assignments as directed or required based upon assignment.



Job Requirements

KNOWLEDGE, SKILLS, AND ABILITIES:

- Management & Supervision: Work requires supervising employees including providing input on hiring/disciplinary actions and work objectives/effectiveness, performance evaluations, and realigning work as needed.
- Human Collaboration: Contacts may involve stressful, negative interactions with the public requiring high levels of tact and the ability to respond to aggressive interpersonal interactions. Ability to collaborate with other supervisors to achieve organizational goals and support final decisions of supervisors in a team setting.
- Freedom to Act - Receives General Direction: There is a choice of the appropriate procedure or policy to apply to duties.
- May prepare budget, employment actions, purchasing documents; and does research to justify language used in documents for the department. May recommend budget allocations.
- ***Must meet all requirements of entry level police officer position***
- ***Must meet Departmental Firearms Qualification***

MINIMUM QUALIFICATIONS:

- High School graduate or General Education Degree (GED)
- TCOLE Intermediate Peace Officer License is required.
- Valid Texas Class C Driver's License
- Five (5) plus years of experience as a sworn law enforcement officer with a similar or larger law enforcement organization.

PREFERRED QUALIFICATIONS:

- Associate's degree, Advanced or Master TCOLE Certificate is preferred.
- City of Cibolo PD supervisor experience or prior experience as a 1st Line supervisor in a similar or larger law enforcement organization is preferred.

ASSIGNMENTS:

- Administration (01-43-00/01-43-05): Sergeants may be assigned to administrative tasks including but not limited to records management, phone calls, fingerprinting, statement collection, scheduling, or policy development; assignment may be used to accommodate modified duty when able; maintaining custody of records and processing requests for copies made through subpoenas and Public Information Act requirements; preparing or supervising the preparation of daily deposits of money collected; preparing or supervising the preparation of bi-weekly payroll for designated personnel in the Support Services Division; supervising the preparation of the monthly Uniform Crime Report; Sergeant will establish goals and objectives for the property unit, make personnel aware of them, and direct, coordinate, and track the progress of the unit toward them; ensure compliance with policies, procedures, and guidelines of the department; ensure compliance with policies and procedures concerning property and evidence; and performing other duties as directed by the Support Services Lieutenant.
- Public Information/Crime Prevention (01-43-05): Supervise the daily operations, activities and work product of crime prevention officers Develops, coordinates, and implements a variety of crime prevention, safety, and community outreach programs for the Police Department. May manage and coordinate programs including recruitment, Junior Police Academy, Citizens Police Academy, kid safe, and fingerprinting. Must receive and maintain TCOLE Crime Prevention Specialist certificate within eighteen (18) months of assignment.
- Investigations (01-43-03): Supervise the daily activity and work product of criminal investigators. Occasionally investigate various incidents, question witnesses, may investigate internal affairs investigations, and examine crime scenes to gather and process evidence. Receive, review, and analyze reports and case information on law enforcement activities requiring special and detailed investigations. Process evidence, prepares court cases, and provide testimony.
- Patrol (01-43-05): Supervise the daily operations, activities and work product of patrol officers. Provide for public safety by maintaining order, responding to emergencies, protecting people and



Job Requirements

property, enforcing motor vehicle and criminal laws, and promoting good community relations. Identify, pursue, and arrest suspects and perpetrators of criminal acts. Participate in community outreach programs.

- **School Resources (01-43-01):** Supervise the daily operations, activities and work product of school resource officers. Provides support and facilitates the educational process within the Schertz Cibolo Universal City Independent School District by providing a safe and secure environment through building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of city and state laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime. Investigates non-criminal actions such as missing persons, found property, etc. Interacts professionally and respectfully with the public, coworkers, and others in the course of daily work. Must receive and maintain TCOLE School-Based Law Enforcement Proficiency Certificate within one (1) year of assignment. The School Resource Sergeant position will generally follow the school district schedule. When school is not in session, the officer will not be required to work and will not be paid during those breaks (with exception of city-designated holidays or when using accrued paid leave or compensatory time).

COMPETENCY STATEMENTS:

- Accountability - Ability to accept responsibility and account for his/her actions.
- Accuracy - Ability to perform work accurately and thoroughly.
- Active Listening - Ability to actively attend to, convey, and understand the comments and questions of others.
- Adaptability - Ability to adapt to change in the workplace.
- Applied Learning - Ability to participate in needed learning activities in a way that makes the most of the learning experience.
- Assertiveness - Ability to act in a self-confident manner to facilitate completion of a work assignment or to defend a position or idea.
- Autonomy - Ability to work independently with minimal supervision.
- Coaching and Development - Ability to provide guidance and feedback to help others strengthen specific knowledge/skill areas.
- Communication, Oral - Ability to communicate effectively with others using the spoken word.
- Communication, Written - Ability to communicate in writing clearly and concisely.
- Decision Making - Ability to make critical decisions while following company procedures.
- Delegating Responsibility - Ability to allocate authority and/or task responsibility to appropriate people.
- Detail Oriented - Ability to pay attention to the minute details of a project or task.
- Ethical - Ability to demonstrate conduct conforming to a set of values and accepted standards.
- Goal Oriented - Ability to focus on a goal and obtain a pre-determined result.
- Honesty / Integrity - Ability to be truthful and be seen as credible in the workplace.
- Judgment - The ability to formulate a sound decision using the available information.
- Leadership - Ability to influence others to perform their jobs effectively and to be responsible for making decisions.
- Management Skills - Ability to organize and direct oneself and effectively supervise others.
- Organized - Possessing the trait of being organized or following a systematic method of performing a task.
- Problem Solving - Ability to find a solution for or to deal proactively with work-related problems.
- Project Management - Ability to organize and direct a project to completion.
- Technical Aptitude - Ability to comprehend complex technical topics and specialized information.
- Responsible - Ability to be held accountable or answerable for one's conduct.
- Resource Management (People & Equipment) - Ability to obtain and appropriate the proper usage of equipment, facilities, materials, as well as personnel.
- Risk Taker - Ability to take calculated risks or to stretch the limits of comfort zones.



Job Requirements

- Safety Awareness - Ability to identify and correct conditions that affect employee safety.
- Training - Ability to develop a particular skill in others to bring them up to a predetermined standard of work performance.
- Working Under Pressure - Ability to complete assigned tasks under stressful situations.
- Teamwork - work with other city and department supervisors to carry out a larger mission

Physical Demands

N (Not Applicable)	Activity is not applicable for this position.
O (Occasionally)	Position requires this activity up to 33% of the time (0 – 2.5+ hrs/day)
F (Frequently)	Position requires this activity from 33% - 66% of the time (2.5 – 5.5+ hrs/day)
C (Constantly)	Position requires this activity more than 66% of the time (5.5+ hrs/day)

Stand	F	Other Physical Requirements:	
Walk	F	Vision	Near, Distance, Color, Peripheral, Depth
Sit	C	Sense of Sound	Conversations, on-scene safety, equipment
Manually Manipulate or Grasp	O	Sense of Smell	Scene safety
Reach Outward	O	Sense of Touch	Equipment operation, safety
Reach Above Shoulder	O	Ability to wear Personal Protective Equipment	
Climb or Crawl	O		
Squat, Kneel, or Bend	O	Lift/Carry	11-20 lbs frequently
Speak	C	Push/Pull	13-25 lbs frequently

Working environment may include occasional exposure to unpleasant environmental exposures or hazard

The above list of responsibilities is not exhaustive, and the jobholder may be required to undertake other duties commensurate with the level of the role, as reasonably requested by their chain of command.

This job description sets out the duties of the post at the time it was drawn up. Such duties may vary from time to time without changing the general character of the duties or level of the responsibility entailed. Such variations are a common occurrence and cannot in themselves justify a reconsideration of the grading of the post.

Prepared By: _____
Print Name and Date

Approval (Supervisor): _____
Signature and Date

Applicant/Employee: _____
Signature and Date

City of Cibolo

Job Description

Job Description.



Job Details

Job Title:	Police Officer		
Reports to:	Police Sergeant		
Grade:	PS-02	WC Code:	7720
Employee Type:	Non-exempt, Varies	Pay Type:	Hourly
Employment Period:	Indefinite	NAICS Code:	922120
Essential/Subject to Recall:	Yes	Skeleton Crew:	Yes
Department:	Varies	Original Date:	07;2010+
Program/Division:	Varies	Revision Date:	03/2018

Job Summary

Maintain order and protect life and property by enforcing Federal, State, and local laws and ordinances. Provide assistance to the public. May perform a combination of the following duties: patrol; direct traffic; issue traffic summonses; investigate accidents; investigate crime scenes; apprehend and arrest suspects, or serve legal processes of courts. Protect life and property while preserving the peace.

Essential Functions

To accomplish this job successfully, an individual must be able to perform, with or without reasonable accommodation, each essential function satisfactorily. Reasonable accommodations may be made to help enable qualified individuals with disabilities to perform the essential functions.

1. Patrol the City deterring criminal activity
2. Respond to calls for service from the public
3. Conduct initial investigations of crimes against persons and property
4. Identify and apprehension of criminals
5. Enforce appropriate City Ordinance, State, and Federal laws
6. Follow all City and Department policies and procedures
7. Attend court when required to give testimony on behalf of the State or City
8. Prepare reports of assignments and related work as needed
9. Participate in community outreach programs
10. Any other duty which may be assigned by the Police Chief or chain of command

Job Requirements

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of the Texas Penal Code, Code of Criminal Procedures, Transportation Code, and all applicable laws related to law enforcement in the State of Texas
- Knowledge of theories and principles related to law enforcement
- Skilled in operating a computer, office systems, and law-enforcement systems
- Ability to work rotating shifts including nights, weekends, and holidays
- Ability to continually pass physical agility test
- Ability to successfully complete Field Training
- Ability to successfully complete annual firearms qualifications

City of Cibolo

Job Description



Job Requirements

MINIMUM QUALIFICATIONS:

- High School graduate or General Education Degree (GED)
- Peace Officer certification by the Texas Commission on Law Enforcement (TCOLE); Must maintain TCOLE commission including firearm qualification with department issued weapon(s)
- Valid Texas Class C Driver's License

PREFERRED QUALIFICATIONS:

- Associate's degree

ASSIGNMENTS:

- Administration (01-43-00/01-43-05): Officers may be assigned to administrative tasks including but not limited to records management, phone calls, fingerprinting, statement collection, scheduling, or policy development. Assignment may be used to accommodate modified duty when able.
- Court Security (01-44-00): Part-time officers who primarily work for the court as a bailiff to maintain the safety of the court room. May be assigned warrant service enforcement duties. Officers are still commissioned and subject to recall. Previous law enforcement experience is required for part-time employment. Must receive and maintain TCOLE Court Security Specialist Certification within three (3) months of assignment. Will administratively report to City Secretary or designee but will be directed and supervised on law enforcement activities by a Police Sergeant.
- Crime Prevention (01-43-05): Develops, coordinates, and implements a variety of crime prevention, safety, and community outreach programs for the Police Department. May manage and coordinate programs including recruitment, Junior Police Academy, Citizens Police Academy, kid safe, and fingerprinting. Must receive and maintain TCOLE Crime Prevention Specialist certificate within eighteen (18) months of assignment.
- Investigations (01-43-03): Investigate various incidents, question witnesses, may investigate internal affairs investigations, and examine crime scenes to gather and process evidence. Receive, review, and analyze reports and case information on law enforcement activities requiring special and detailed investigations. Process evidence, prepares court cases, and provide testimony. Must complete one (1) year of law enforcement duties at Cibolo Police Department. Must be willing to work on-call rotation.
- K-9 (01-3-07): Officers will be assigned patrol responsibilities in addition to the responsibility of training and caring for their police K9s and community outreach programs. Detector dogs assist by detecting illegal substances, such as narcotics. Officers in this assignment may work closely with Crime Prevention, Patrol, and School Resources.
- Patrol (01-43-05): Provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good community relations. Identify, pursue, and arrest suspects and perpetrators of criminal acts. Participate in community outreach programs.
- School Resources (01-43-01): Provides support and facilitates the educational process within the Schertz Cibolo Universal City Independent School District by providing a safe and secure environment through building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of city and state laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime. Investigates non-criminal actions such as missing persons, found property, etc. Interacts professionally and respectfully with the public, coworkers, and others in the course of daily work. Must receive and maintain TCOLE School-Based Law Enforcement Proficiency Certificate within one year of assignment. The School Resource Officer position will generally follow the school district schedule. When school is not in session, the officer will not be required to work and will not be paid during those breaks (with exception of city-designated holidays or when using accrued paid leave or compensatory time).
- Warrants/Traffic (01-43-04/01-43-06): Warrant officers may arrange for court fine payment or make phone calls regarding open cases/wanted persons. Traffic officers may enforce traffic laws, investigate traffic accidents, cite the violators of traffic laws, appear in the court, search for drivers under the influence of drugs or alcohol, coordinating vehicular traffic, administer traffic studies, and maintain order in congested areas.

City of Cibolo

Job Description



Physical Demands

N (Not Applicable)	Activity is not applicable for this position.		
0 (Occasionally)	Position requires this activity up to 33% of the time (0- 2.5+ hrs/ day)		
F (Frequently)	Position requires this activity from 33% - 66% of the time (2.5 - 5.5+ hrs/day)		
C (Constantly)	Position requires this activity more than 66%of the time (5.5+ hrs/ day)		
Other Physical Requirements:			
Stand	F		
Walk	F	Vision	Near, Distance, Color, Peripheral, Depth
Sit	C	Sense of Sound	Conversations, on scene safety, equipment
Manually Manipulate or Grasp	0	Sense of Smell	Scene safety
Reach Outward	0	Sense of Touch	Equipment operation, safety
Reach Above Shoulder	0	Ability to wear Personal Protective Equipment	
Climb or Crawl	0		
Squat, Kneel, or Bend	0	Lift/Carry	11-20 lbs frequently
Speak	C	Push/Pull	13-25 lbs frequently
Working environment may include occasional exposure to unpleasant environmental exposures or hazard			

The above list of responsibilities is not exhaustive, and the jobholder may be required to undertake other duties commensurate with the level of the role, as reasonable requested by their chain of command.

This job description sets out the duties of the post at the time it was drawn up. Such duties may vary from time to time without changing the general character of the duties or level of the responsibility entailed. Such variations are a common occurrence and cannot in themselves justify a reconsideration of the grading of the post.

Prepared By:

Print Name and Date

Approval (Supervisor):

Sign and Date

Applicant/Employee:

Sign and Date



City Council Regular Meeting Staff Report

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

Meeting	Agenda Group
Tuesday, August 27, 2024, 6:30 PM	Discussion/Action Item: 120
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

[Aug Sept 2024.pdf](#)

August




2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2 Summer Nights – Splash Bash	3
4	5	6	7 Parks Meeting 6:30pm	8 NEP Luncheon Special Council Meeting 6:30pm	9	10
11	12	13 Council Meeting 6:30pm	14 Municipal Court P&Z Meeting 6:30pm	15 EDC Meeting 6:30pm	16	17
18	19 Last Day to file for Place on the Ballot Special Council Meeting 6:30pm	20 Chamber Luncheon	21	22 Historic Meeting 6:30pm	23	24
25	26 BOA Meeting 6:30pm	27 Council Meeting 6:30pm	28 Municipal Court	29	30 TML Region 7 Meeting 6pm	31

September



2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
1	City Offices Closed 	2	3	4 Parks Meeting 6:30pm	5 Budget WS 6:30pm	6	7
8	9	10 City Council 6:30pm	11 Municipal Court P&Z Meeting 6:30pm	12 NEP Luncheon Historical Meeting 6:30pm	13	14	
15	16	17 Chamber Luncheon	18	19 EDC Meeting 6:30pm	20	21	
22	23	24 City Council 6:30pm	25 Municipal Court	26	27	28	
29	30						