



Planning and Zoning Commission

Wednesday, September 11, 2024, 6:30 PM
200 S. Main St.
Cibolo, Texas 78108

Est. Duration: 1 hr 30 min

1: Call to Order

2: Roll call and Excused Absences

2A. Excused Absence

3: Invocation/Moment of Silence

4: Pledge of Allegiance

5: Citizens to be Heard

This is the only time during the Meeting that a citizen can address the Commission. It is the opportunity for visitors and guests to address the Commission 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 Commission may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the Commission 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 Commission as a body. Remarks may also be addressed to any individual member of the Commission 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 or telephone 210-566-6111 before 5:00 pm the date of the meeting.

6: Consent Agenda

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

6A. Approval of the minutes from August 14, 2024

7: Discussion/Action Items

7A. Discussion/Action regarding the Final Plat of Saddle Creek Ranch Unit 9A subdivision.

7B. Discussion/Action regarding the Preliminary Plat of Buffalo Crossing II Knights Crossing Phase 2 subdivision.

7C. Discussion/Presentation regarding training for Planning & Zoning Commissioners

8: UDC, CIP, Master Plan and Staff Updates

8A. Staff Update

9: Items for future agendas

10: Adjournment

10A. Adjourn Meeting

This Notice of Meeting is posted and 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 meeting.

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the ____day of _____2024.

Name and Title

Date Posted: 2024-09-06T19:41:15.514Z



Planning and Zoning Commission Staff Report

Approval of the minutes from August 14, 2024

Meeting	Agenda Group
Wednesday, September 11, 2024, 6:30 PM	Consent Agenda Item: 6A
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[081424 PZ Minutes.pdf](#)



**PLANNING AND ZONING MEETING
CIBOLO MUNICIPAL BUILDING
200 S. Main Street
August 14, 2024
6:30 PM - 9:30 PM**

Minutes

1. **Call to Order** – Meeting was called to order by the Chairman Ms. Greve at 6:33 p.m.
2. **Roll call and Excused Absences** – Members Present: Ms. Greve, Ms. Weimer, Ms. Dodd, Ms. Garcia, Ms. Fishback, Mr. Thompson, Ms. Beaver, Mr. Hinze, and Ms. Hubbard
3. **Invocation/Moment of Silence** – Ms. Hubbard gave the Invocation.
4. **Pledge of Allegiance** – All those in attendance recited the Pledge of Allegiance.
5. **Public Hearing**

- A. 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. Greve opened the public hearing at 6:38 p.m. Mr. Eckols spoke on this item and explained what they intended to use the property for. He talked about the detention pond and the storage unit and other businesses that he would like to bring into the area. He did state that a storage facility brings less traffic than most businesses. Ms. Greve closed the public hearing at 6:48 p.m.

- B. 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.

The public hearing was opened by Ms. Greve at 6:51 p.m. Mr. Koenning spoke on this item. He explained why he thought this was a good location for a Convenience Store. No one else wish to speak on this item and Ms. Greve closed the public hearing at 6:55 p.m.

- C. 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. Greve opened the public hearing at 7:09 p.m. Ms. Starr spoke on this item. She stated that when they first applied the address was incorrect. They had been denied the variance and now are applying as a Comprehensive Sign Program. Ms. Starr did state that other businesses in the

area have signs on all four sides of their building. Ms. Greve closed the public hearing at 7:03 p.m.

- D. 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. Greve opened the public hearing at 7:05 p.m. Ms. Gorman spoke for the property owner on this Comprehensive Sign Program. They were just asking for one additional sign. Ms. Greve closed the public hearing at 7:09 p.m.

6. **Citizens to be Heard**

This is the only time during the Meeting that a citizen can address the Commission. It is the opportunity for visitors and guests to address the Commission 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 Commission may not debate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the Commission 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 Commission as a body. Remarks may also be addressed to any individual member of the Commission 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 or telephone 210-566-6111 before 5:00 pm the date of the meeting.**

No one signed up to speak during this item.

7. **Consent Agenda**

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

- A. Approval of the minutes from the July 10, 2024, Planning & Zoning Commission Meeting.

Ms. Greve made the motion to approve the consent agenda. The motion was seconded by Ms. Beaver. For: All; Against: None. The motion carried 7 to 0.

8. **Discussion/Action Items**

- A. Discussion/Action regarding the Final Plat of Cibolo Farms Unit 2 subdivision.

Ms. Fishback made the motion to approve the Final Plat of Cibolo Farms Unit 2 subdivision. The motion was seconded by Ms. Weimer. For: All; Against: None. The motion carried 7 to 0.

- B. Discussion/Action 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. Garcia made the motion to approve 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. The motion was seconded by Ms. Fishback. For: All; Against: None. The motion carried 7 to 0.

- C. Discussion/Action 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. Greve made the motion to deny 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 with the condition do to the sale of alcohol. The motion was seconded by Ms. Garcia. For: Ms. Greve, Ms. Dodd, Ms. Garcia, Ms. Fishback, Mr. Thompson, and Ms. Beaver; Against: Ms. Weimer. The motion passed to denial 6 to 1.

- D. Discussion/Action 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.

Mr. Thompson made the motion to approve the 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. The motion was seconded by Ms. Fishback. For: All; Against: None. The motion carried 7 to 0.

- E. Discussion/Action 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. Weimer made the motion to approve the 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 with the condition that all fees related to the review and processing of the application be paid in full. The motion was seconded by Mr. Thompson. For: All; Against: None. The motion carried 7 to 0.

- F. Discussion/Action regarding a Sign Variance application for certain real property located at 112 Rodeo Way, legally described as CIBOLO VALLEY RANCH #1 BLOCK 6 LOT 62R 0.59 AC.

Ms. Beaver made the motion to deny the Sign Variance application for certain real property located at 112 Rodeo Way, legally described as CIBOLO VALLEY RANCH #1 BLOCK 6 LOT 62R 0.59 AC as denial would cause no hardship to the applicant and the current signage efficiently communicates the business to the public. The motion was seconded by Mr. Thompson. For: Ms. Greve, Ms. Garcia, Mr. Thompson, and Ms. Beaver; Against: Ms. Weimer, Ms. Dodd, and Ms. Fishback. The motion carried 4 to 3.

9. **UDC, CIP, Master Plan and Staff Updates**

Ms. Huerta went over the Site Plans currently in review, Site Plans recently approved, Plats currently in review, and P&Z recommendations that went to Council and action taken.

10. **Items for Future Agendas** - Training was requested by members.

11. **Adjournment**

Ms. Greve made the motion to adjourn the meeting at 8:55 p.m. The motion was seconded by Ms. Weimer. For: All; Against: None. The motion carried 7 to 0.

PASSED AND APPROVED THIS 11TH DAY OF SEPTEMBER 2024.

Ms. Greve
Chairman
Planning & Zoning Commission



Planning and Zoning Commission Staff Report

Discussion/Action regarding the Final Plat of Saddle Creek Ranch Unit 9A subdivision.

Meeting	Agenda Group
Wednesday, September 11, 2024, 6:30 PM	Discussion/Action Items Item: 7A

From
Grant Fore, Planner II

Planning & Zoning Commission Action: Discussion/Action and Recommendation of the above referenced petition

PROPERTY INFORMATION:

- Project Name:** PC-24-25-FP
- Owner:** 5GB-1 LLC
- Representative:** Salah Diab, SEDA Consulting Engineers
- Area:** 10.746 acres
- Location:** Near Intersection of Coy Lane and FM 1103
- Council District:** 4
- Zoning (map):** SF-6 High Density Single-Family Residential (2013 UDC SF-3)
- Proposed Use:** 46 lots
- Utility Providers:** Water - GVSUD, Sewer - City of Cibolo, 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.

This Final Plat establishes Unit 9A of the Saddle Creek Ranch subdivision, 46 lots of roughly 60'x110' in size.

The Preliminary Plat was approved on November 16, 2021. Construction plans were approved in November of 2022 to commence the construction of subdivision improvements. The original design of Unit 9 was a one phase subdivision of 82 lots and 19.3558 acres in size. The Planning and Zoning Commission recommended approval of the Final Plat and City Council approved the Final Plat in August of 2023. The Final Plat has not been recorded.

In March of 2024, the applicant notified the Planning Department that the existing GVSUD water line along Coy Lane was located outside of the utility easement and conflicted with 12 proposed lots included in the original design of Unit 9. As a result, the applicant is proposing to divide Unit 9 into (2) two Units, Unit 9A and Unit 9B. This Final Plat submitted is specific to the first of two proposed phases in Unit 9, Unit 9A. The applicant plans to submit a Final Plat for Unit 9B for consideration at a later date. The applicant submitted a minor amendment to the Land Study reflecting the new phasing of Unit 9 for review in March of 2024 and it was approved by Staff and the City Engineer.

GVSUD has approved the proposed Unit 9A Plat and the applicant provided a Letter of Certification (LOC) to the City with the plat application indicating approval.

STREETS/FUTURE THOROUGHFARE PLAN (FTPX):

This plat includes dedication of roadway including streets of Saddle Park, Saddle Summit, Saddle Dawn, Cowboy Peak and the extension of Coy Lane. According to a plate note, there is roughly 1,700 linear feet of roadway included with this Plat.

UTILITIES:

The subject property is within the GVSUD's Water CCN. Sanitary sewer is serviced by the City with an 8" main through Unit 7. GVSUD provided a Letter of Certification approving the proposed Unit 9A plat with the following included on their LOC concerning the 16" GVSUD water main:

"The 16" GVSUD water main installed in proposed Saddle Creek Unit 9-B shall be tested and accepted with Unit 9-A as it is a GVSUD transmission main. The existing GVSUD water main and easement within Unit 9-B as shown on the attached plat, Block 29, Rear Lots 11-20, is not accurately delineated for the actual location of the easement and associated water main, relative to the proposed lot lines."

DRAINAGE:

Drainage has not deviated from what was approved with the Preliminary Plat in August of 2021 and with the original Final Plat in August of 2023. The total proposed onsite peak runoff was previously considered in the design of a detention pond that has been approved, platted, and constructed as part of Unit 5.

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 the Final Plat.

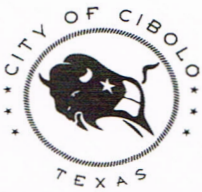
Attachments

[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: Saddle Creek Unit 9A
 Total Acres: 10.476 Survey Name: 143 SUR Garza F Abstract No.: GA0143 Garza F
 Project Location (address): Coy Lane, Cibolo Tx 78108

Current Zoning: SF-3 Overlay: None Old Town FM 78
 Proposed Zoning: SF-3 # of Lots: 46 # of Units: _____
 Please Choose One: Single-Family Multi-Family Commercial Industrial
 Other _____
 Current Use: Vacant Total Proposed Square Footage: _____
 Proposed Use: Single Family (Commercial/Industrial only)

Applicant Information:

Property Owner Name: 5GB-1, LLC
 Address: 3619 Paesanos Parkway, Ste 312 City: San Antonio
 State: TX Zip Code: 78231 Phone: 210-824-3180
 Email: kevins@grothuesfinancial.com Fax: _____

***Applicant (if different than Owner):**

* Letter of Authorization required

Address: _____ City: _____
 State: _____ Zip Code: _____ Phone: _____
 Email: _____ Fax: _____

Representative: Salah E Diab

Address: 6735 I H 10 West City: San Antonio
 State: TX Zip Code: 78201 Phone: 210-308-0057
 Email: seda@satx.rr.com Fax: _____

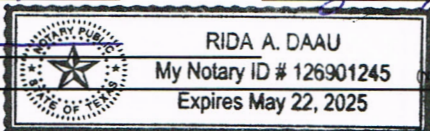
Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Salah E Diab
 Owner or Representative's Signature
SALAH E. DIAB, PH.D. PE
 Typed / Printed Name

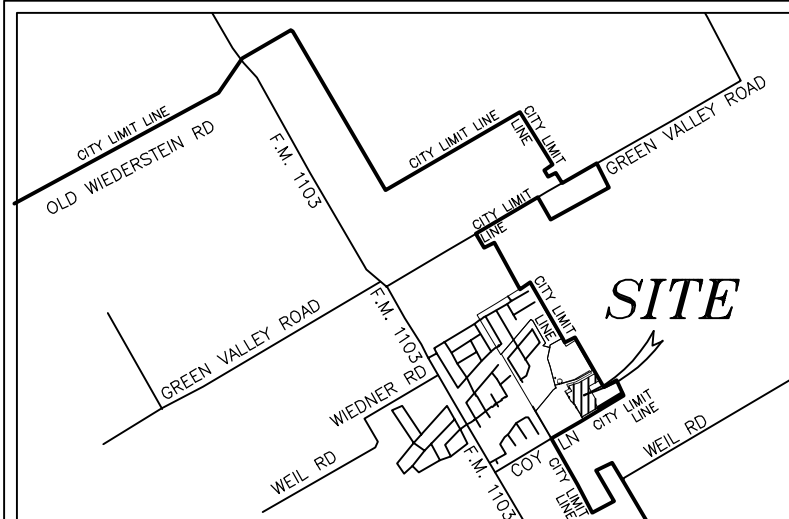
State of TEXAS
 County of BEXAR
 Before me, Rida A. DAAU, on this day personally appeared
 Name of Notary Public
Salah E Diab, to be the person(s) who is/are subscribed to the
 Name of signer(s)

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

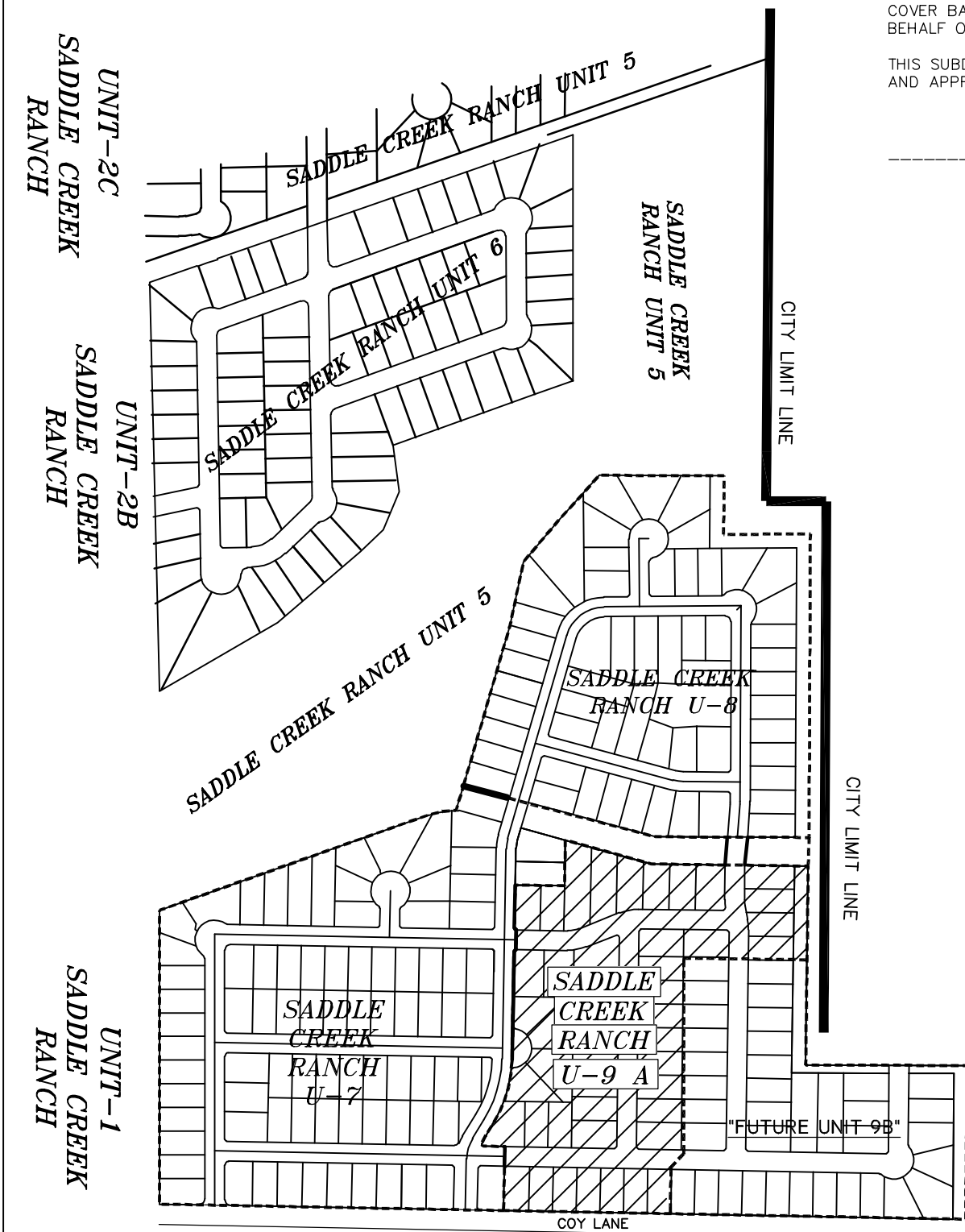
Given under my hand and seal of office this 13th day of August, 2024

Rida A. DAAU
 Notary Public Signature


<i>City of Cibolo Use Only</i>
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number



LOCATION MAP
NOT TO SCALE



INDEX SHEET

CAESAR A. GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR
FIRM REGISTRATION NO. 10194785
14384 HUBER ROAD
SEGUIN, TEXAS 78155
PH: (512) 470-4669

Seda Consulting Engineers, Inc.
Firm Registration No: F-1601 (210) 308-0057
6735 IH 10 W (210) 308-8842
San Antonio, Texas 78201 E-Mail: seda@satx.rr.com
CIVIL - STRUCTURAL - ENVIRONMENTAL - PLANNER

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.

GVEC SHALL HAVE ACCESS TO METER LOCATIONS FROM THE FRONT YARD WITH THE LOCATION NOT BEING WITHIN A FENCED AREA.

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 UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, UPGRADE, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES AND SHALL REMAIN AT FINAL GRADE.

ALL LOTS ADJOINING UTILITY LOT OR PRIVATE, CITY, COUNTY, OR STATE RIGHT OF WAY ARE SUBJECT TO A 5' X 30' GUY WIRE EASEMENT ALONG SIDE AND REAR LOT LINES.

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, UPGRADING, 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.

THE COOPERATIVE SHALL ONLY BE REQUIRED TO FILL, GRADE, AND RESTORE GROUND COVER BACK TO ORIGINAL GRADE AS A RESULT OF ANY EXCAVATION BY OR ON BEHALF OF THE COOPERATIVE.

THIS SUBDIVISION PLAT OF SADDLE CREEK RANCH UNIT 9A HAS BEEN SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR EASEMENTS.

AGENT FOR GUADALUPE VALLEY ELECTRIC COOP., INC.

EASEMENT CERTIFICATE:

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 ASSIGNEES, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY OVER AND ACROSS THOSE AREAS MARKED AS "WATERLINE EASEMENT" AND IN ALL STREETS AND BYWAYS, SUCH PIPELINES, SERVICE LINES, WATER METERS AND OTHER WATER SYSTEM APPURTENANCES AS IT REQUIRES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, 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 BUILDING, CONCRETE SLAB OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS. NO OTHER UTILITY LINES MAY BE LOCATED WITHIN 36" PARALLEL TO WATER LINES.

ANY MONETARY LOSS TO GREEN VALLEY S.U.D. 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.

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.

AGENT FOR GREEN VALLEY SPECIAL UTILITY DISTRICT.

THIS PROPOSED DEVELOPMENT HAS BEEN REVIEWED AND APPROVED BY THE CIBOLO CREEK MUNICIPAL AUTHORITY (CCMA) FOR WASTEWATER TREATMENT PLANT CAPACITY AND EASEMENTS. ALL FEES DUE FOR IMPACT TO THE SYSTEM AT TIME OF CONNECTION WILL BE CALCULATED AT SUBMITTAL OF BUILDING PERMIT APPLICATION.

AGENT FOR CIBOLO CREEK MUNICIPAL AUTHORITY.

STATE OF TEXAS
COUNTY OF GUADALUPE

THAT I, CAESAR A. GARCIA HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CIBOLO, TEXAS

CAESAR A. GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5904

SWORN TO & SUBSCRIBED BEFORE ME THIS THE ___ DAY OF ___ A.D. _____

NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS
COUNTY OF GUADALUPE

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN 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 ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY BE GRANTED BY THE CITY COUNCIL OF THE CITY OF CIBOLO.

LICENSED PROFESSIONAL ENGINEER

SWORN TO & SUBSCRIBED BEFORE ME THIS THE ___ DAY OF ___ A.D. _____

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF GUADALUPE

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

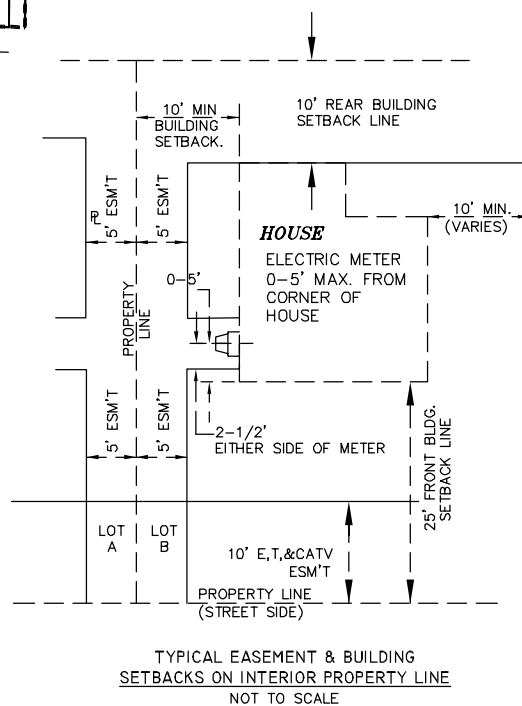
OWNER SIGNATURE
5GB-1, L.L.C.

STATE OF TEXAS
COUNTY OF GUADALUPE

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KNOWN 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 AND SEAL OF OFFICE THIS ___ DAY OF _____

NOTARY PUBLIC
GUADALUPE COUNTY, TEXAS



**46 RESIDENTIAL LOTS IN 5 BLOCKS
EXISTING ZONING S.F.3.
FINAL PLAT OF
SADDLE CREEK RANCH
SUBDIVISION UNIT 9A**

BEING 10.746 ACRES, OF LAND, INCLUSIVE OF 0.127 ACRE R.O.W. DEDICATION, OUT OF 60.2173 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 4192, PAGE 807, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

OWNER/DEVELOPER:

5GB-1, L.L.C.
3619 PAESANOS PARKWAY,
SUITE 312
SAN ANTONIO, TX-78231.
Phone: (210) 824-3180

STATE OF TEXAS
COUNTY OF GUADALUPE

APPROVED ON THIS THE ___ DAY OF _____, 20___, BY THE
CITY ENGINEER, CITY OF CIBOLO, TEXAS.

CITY ENGINEER, CITY OF CIBOLO

THIS PLAT OF SADDLE CREEK RANCH SUBDIVISION UNIT 9A HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF CIBOLO AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS ___ DAY OF _____ A.D. _____

BY: _____
MAYOR

BY: _____
CITY SECRETARY

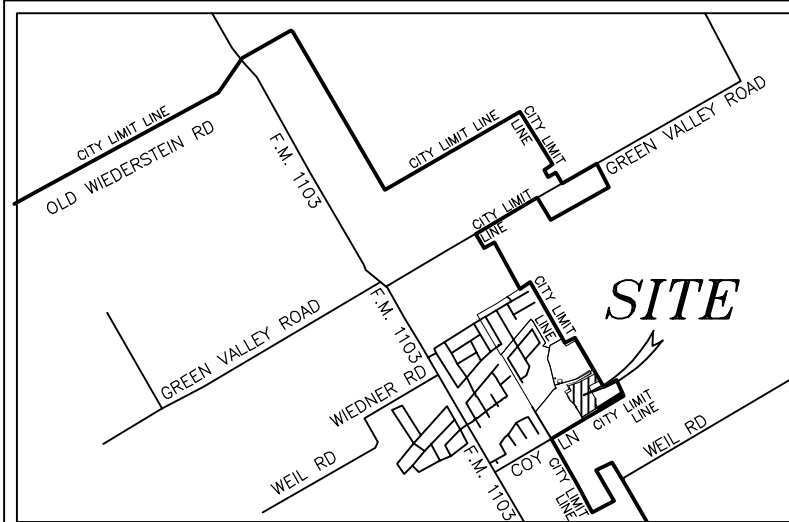
APPROVAL OF THE PLANNING AND ZONING COMMISSION:

THIS PLAT OF SADDLE CREEK RANCH UNIT 9A HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF CIBOLO AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ___ DAY OF _____, _____

BY: _____
CHAIR

BY: _____
VICECHAIR



LOCATION MAP

NOT TO SCALE

GENERAL NOTES:
THE DEVELOPER IS PLANNING TO PAY PARKLAND DEDICATION FEES IN LIEU OF PARKLAND DEDICATION PRIOR TO RECORDING OF PLAT.

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.

ROUTINE MAINTENANCE OF WEEDS AND GRASS IN ALL EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER, HOA AND/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.

A GEOTECHNICAL REPORT DEMONSTRATING COMPLIANCE WITH ALL RECOMMENDED PRACTICE FOR THE DESIGN OF RESIDENTIAL FOUNDATIONS VERSION 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 AS MAY BE AMENDED, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

NOTICE: SELLING 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 WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

NOTICE: 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.

NOTICE: 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.

NOTICE: 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.

MAINTENANCE NOTE: THE MAINTENANCE OF DRAINAGE EASEMENTS, ACCESS EASEMENTS, GREENBELTS, AND OPEN PERMEABLE PLACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF CIBOLO OR GUADALUPE COUNTY.

THIS PLAT CONTAINS APPROXIMATELY 1,763.52 L.F. OF ROADWAY.

DEDICATED R.O.W ALONG COY LANE WILL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION UNTILL IT IS DEVELOPED.

NOTES:

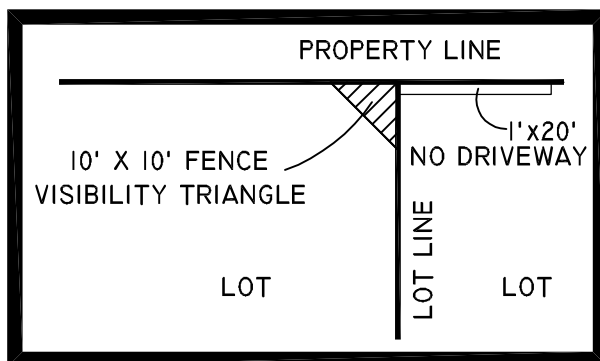
- THE PROPERTY SHOWN HEREON IS LOCATED IN THE CITY OF CIBOLO, GUADALUPE COUNTY AND IS ZONED SF-3. (PRE 2018 UDC UPDATE AND NOW IT IS SF6)
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
WATER --- GREEN VALLEY SPECIAL UTILITY DISTRICT
SEWER --- CITY OF CIBOLO
ELECTRICITY --- GUADALUPE VALLEY ELECTRIC COOPERATIVE.
- ALL WORKMANSHIP AND MATERIALS FOR THE WATER SYSTEM SHALL CONFORM TO THE CONSTRUCTION STANDARDS OF THE CITY OF CIBOLO.
- THE PROPERTY SHOWN HEREON IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
- 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 BELOW.
- SADDLE CREEK RANCH UNIT-9A IS LOCATED INSIDE SCHERTZ-CIBOLO-UNIVERSAL CITY SCHOOL DISTRICT.
- CONCRETE DRIVEWAY APPROACHES AND EAVE OVERHANGS ARE ALLOWED WITHIN THE B.S.L. AND E.T.CATV. EASEMENTS.
- ALL PROPOSED STREETS UNLESS SPECIFIED AS PRIVATE, WILL BE PUBLIC AND MAINTAINED BY THE CITY OF CIBOLO.
- 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.
- 5.0' WIDE ELECTRIC EASEMENTS ARE LOCATED ON ALL ROAD CROSSINGS IN WHICH ELECTRIC LINES ARE PLACED.
- CONTROL MONUMENTS AS SHOWN:
IT IS THE PRACTICE OF "CEASAR A. GARCIA R.P.L.S." TO MONUMENT ALL CORNERS (IF PRACTICAL) UPON COMPLETION OF CONSTRUCTION. TYPICAL MONUMENTATION IS A 1/2" REBAR WITH A "C GARCIA RPLS 5904" PLASTIC CAP. (*) INDICATED A FOUND 1/2" REBAR WITH A "C GARCIA RPLS 5904" PLASTIC CAP.
- STATE PLANE COORDINATES DERIVED FROM STATIONS:
DT4371 TXAN SAN ANTONIO RRP2 CORS ARP
COMBINED SCALE FACTOR 0.99983802
STATE PLANE COORDINATES ARE NAD 83 (NAV83)
- MINIMUM BUILDING SETBACK LINES SHALL BE 25 FT FROM FRONT PROPERTY LINE, 10 FT FROM THE SIDE PROPERTY LINE, AND 10 FT FROM THE REAR PROPERTY LINE UNLESS OTHERWISE NOTED.
- GUADALUPE VALLEY ELECTRIC COOPERATIVE (G.V.E.C) WILL MAINTAIN 5' EASEMENT FOR SERVICE ENTRANCE TO DWELLING. THIS EASEMENT WILL VARY DEPENDING UPON LOCATION OF DWELLING.
- G.V.E.C. SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARDS WITH THE METER LOCATIONS NOT BEING LOCATED WITHIN A FENCED AREA.
- FLOOD NOTE: ACCORDING TO FEMA 1% ANNUAL CHANCE (100-YEAR) FLOOD PLAIN AS DEPICTED ON THE FEMA FLOOD INSURANCE RATE MAPS OF GUADALUPE COUNTY, TEXAS. MAP NO. 48187C0230-F DATED NOV. 02, 2007, NO PORTION OF THE PROPERTY LIES ADJACENT TO THE 100-YR FLOODPLAIN.
- FINISHED FLOOR ELEVATIONS SHALL BE A MIN. 8" ABOVE EXISTING GROUND.
- THE CITY OF CIBOLO RESERVES THE RIGHT TO RENAMING STREETS AND/OR CHANGE HOUSE NUMBERS DUE TO INCOMPATIBILITY WITH EXISTING NAME AND/OR NUMBER LAYOUT, FOR EMERGENCY VEHICLE RESPONSE, AND MAIL DELIVERY.

LEGEND:

- PROPOSED CONTOUR ---(576)---
- EXISTING CONTOUR - - - - -570- - - - -
- IRON PIN SET ○
- IRON PIN FOUND ●
- MINIMUM FINISH FLOOR ELEVATION M.F.F.E
- VEHICULAR NON ACCESS EASEMENT V.N.A.E.
- RIGHT OF WAY R.O.W.
- GUADALUPE VALLEY ELECTRIC CABLE GVEC

LEGEND ABBREVIATIONS

- BUILDING SETBACK LINE - - - - - B.S.L.
- ELECTRIC TELEPHONE & CABLE TELEVISION EASEMENT - - - - - E.T.CATV. ESM'T
- DENOTES MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS. - - - - - M.P.R.G.C.T.
- DENOTES DEED RECORDS OF GUADALUPE COUNTY, TEXAS. - - - - - D.R.G.C.T.
- DENOTES OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS - - - - - O.P.R.G.C.T.
- SADDLE CREEK RANCH - - - - - S.C.R.



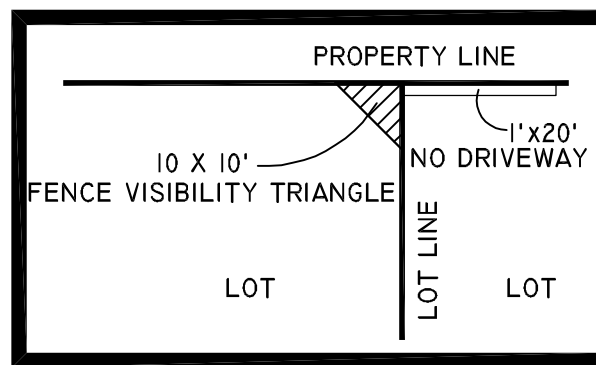
DETAIL 'A'

NOTE:
LOT 905 IS DESIGNATED AS 20' DRAINAGE EASEMENT.

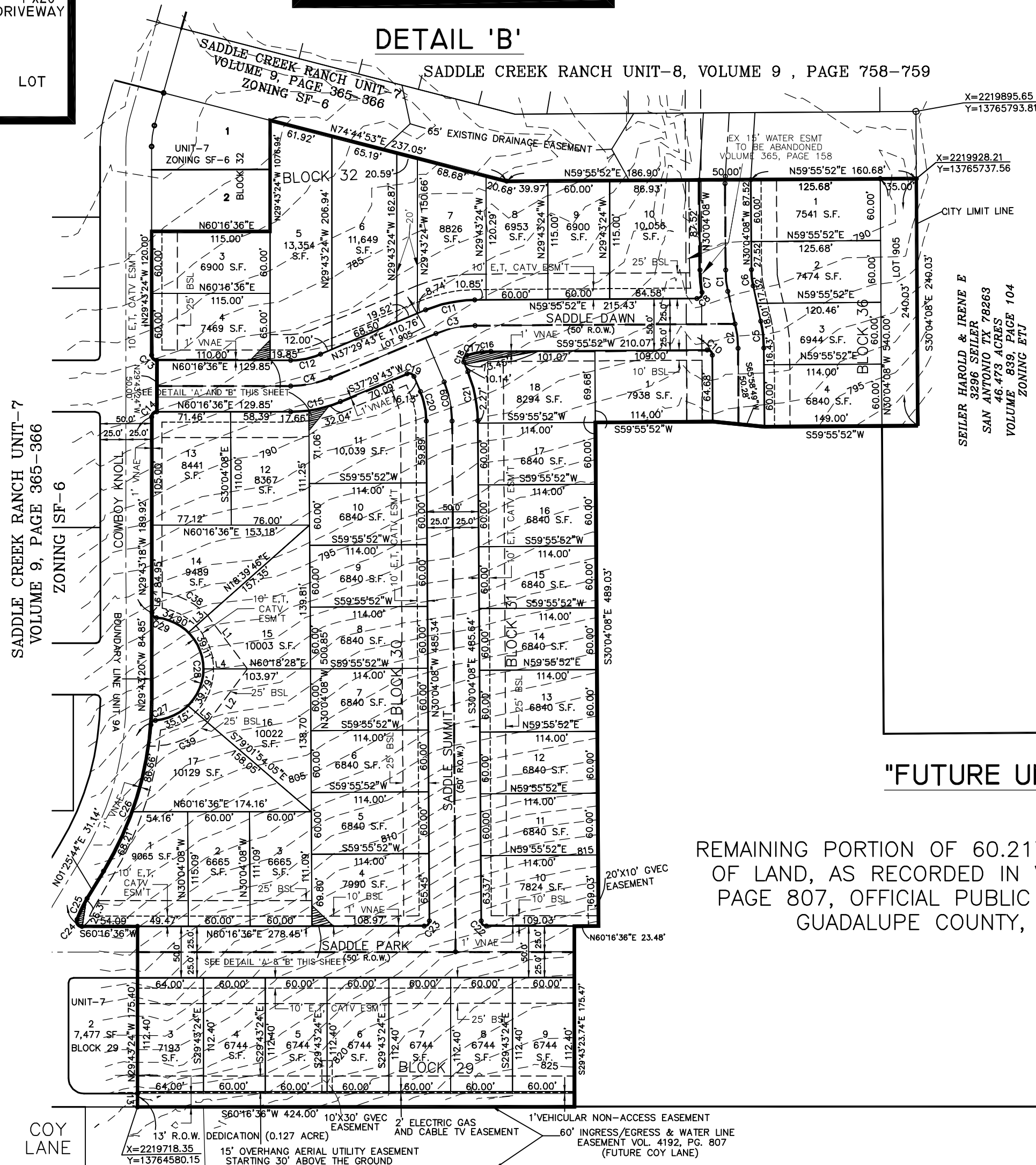
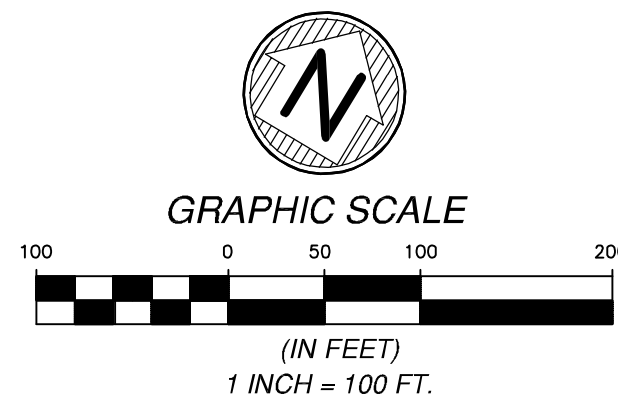
V.N.A.E. NOTE:

A 1.00' V.N.A.E. IS PLACED AT THE FOLLOWING LOTS:

- LOT 1, BLOCK 30, ALONG THE EASTERLY R.O.W. OF COWBOY KNOLL.
- LOT 17, BLOCK 30, ALONG THE EASTERLY R.O.W. OF COWBOY KNOLL.
- LOT 14, BLOCK 30, ALONG THE EASTERLY R.O.W. OF COWBOY KNOLL.
- LOT 13, BLOCK 30, ALONG THE EASTERLY R.O.W. OF COWBOY KNOLL.
- LOT 4, BLOCK 30, ALONG THE WESTERLY R.O.W. OF SADDLE PARK.
- LOT 11, BLOCK 30, ALONG THE EASTERLY R.O.W. OF SADDLE DAWN.
- LOT 4, BLOCK 32, ALONG THE EASTERLY R.O.W. OF COWBOY KNOLL.
- LOT 10, BLOCK 32, ALONG THE WESTERLY R.O.W. OF COWBOY VALLEY.
- LOT 1, BLOCK 31, ALONG THE EASTERLY R.O.W. OF SADDLE DAWN.
- LOT 18, BLOCK 31, ALONG THE EASTERLY R.O.W. OF SADDLE DAWN.
- LOT 10, BLOCK 31, ALONG THE WESTERLY R.O.W. OF SADDLE PARK.



DETAIL 'B'



OWNER/DEVELOPER:

5GB-1, L.L.C.
3619 PAESANOS PARKWAY,
SUITE 312
SAN ANTONIO, TX-78231.
Phone: (210) 824-3180

LINE	LENGTH	BEARING
L1	64.73	S66°25'35"E
L2	64.97	S07°04'00"W
L3	23.93	N54°44'13"W
L4	43.98	N09°20'58"W
L5	25.06	N30°04'08"W
L6	20.23	S29°43'18"E

CURVE	LENGTH	RADIUS	CHRD BRG	CHORD	DELTA
C1	20.90	100.00	S36°03'23"E	20.86	11°58'29"
C2	20.90	100.00	N36°03'23"W	20.86	11°58'29"
C3	39.16	100.00	S48°42'47"W	38.91	22°26'09"
C4	39.76	100.00	N48°53'09"E	39.50	22°46'54"
C5	26.12	125.00	S36°03'23"E	26.07	11°58'29"
C6	15.67	75.00	S36°03'23"E	15.64	11°58'29"
C7	21.73	125.00	S35°02'54"E	21.70	9°57'32"
C8	8.72	5.00	S9°57'06"W	7.66	99°57'32"
C9	39.16	100.00	S40°59'40"E	37.91	22°26'09"
C10	7.85	5.00	S75°04'08"E	7.07	90°00'00"
C11	48.95	125.00	N48°42'47"E	48.64	22°26'09"
C12	29.82	75.00	S48°53'09"W	29.62	22°46'54"
C13	7.85	5.00	S74°43'24"E	7.07	90°00'00"
C14	7.85	5.00	N15°16'41"E	7.07	90°00'00"
C15	49.70	125.00	N48°53'09"E	49.37	22°46'54"
C16	8.52	75.00	S56°40'42"W	8.51	6°30'19"
C17	15.06	75.00	S47°40'28"W	15.03	11°30'9"
C18	8.24	5.00	S51°27'27"E	7.34	94°25'41"
C19	7.85	5.00	N82°29'43"E	7.07	90°00'00"
C20	29.37	125.00	S41°17'12"E	29.18	22°26'09"
C21	48.95	75.00	S41°17'13"E	48.64	22°26'09"
C22	7.82	5.00	S74°53'46"E	7.05	89°39'16"
C23	7.88	5.00	N15°06'14"E	7.09	90°20'44"
C24	9.68	5.00	N64°15'39"W	8.24	110°55'30"
C25	22.31	125.00	N3°41'05"W	22.28	10°13'37"
C26	150.68	325.00	S11°47'37"E	149.29	26°33'42"
C27	7.09	5.00	N15°32'10"E	6.51	81°17'01"
C28	148.95	50.00	S29°09'57"E	99.67	170°41'16"
C29	7.40	5.00	S72°06'57"E	6.74	84°47'18"
C30	60.57	75.00	N83°24'37"E	58.94	46°16'13"
C31	63.61	75.00	S38°09'53"W	60.80	48°35'29"

"FUTURE UNIT 9B"

REMAINING PORTION OF 60.2173 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 4192, PAGE 807, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

RUPP LIVING TRUST
C/O EDWIN J & MARIE LOU RUPP
VOLUME 1312, PAGE 820 OT
323 COY LANE
CIBOLO 78108
ZONING ETJ

HAWK MICHAEL W & M L
331 COY LN
CIBOLO, TX 78108
0.9100 ACRES
VOLUME 610, PAGE 836 OT
ZONING ETJ

LONG HOWARD W & THEANNE L
PO BOX 762
CIBOLO, TX 78108
21.843 ACRES
VOLUME 2693, PAGE 601 WD
ZONING ETJ

September 4, 2024

On behalf of the:

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



Re: Final Plat Review
Saddle Creek Ranch Unit 9A (SP-24-09)

Mr. Fore,

Colliers Engineering & Design has completed its review of the referenced final plat. 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 subdivision 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.

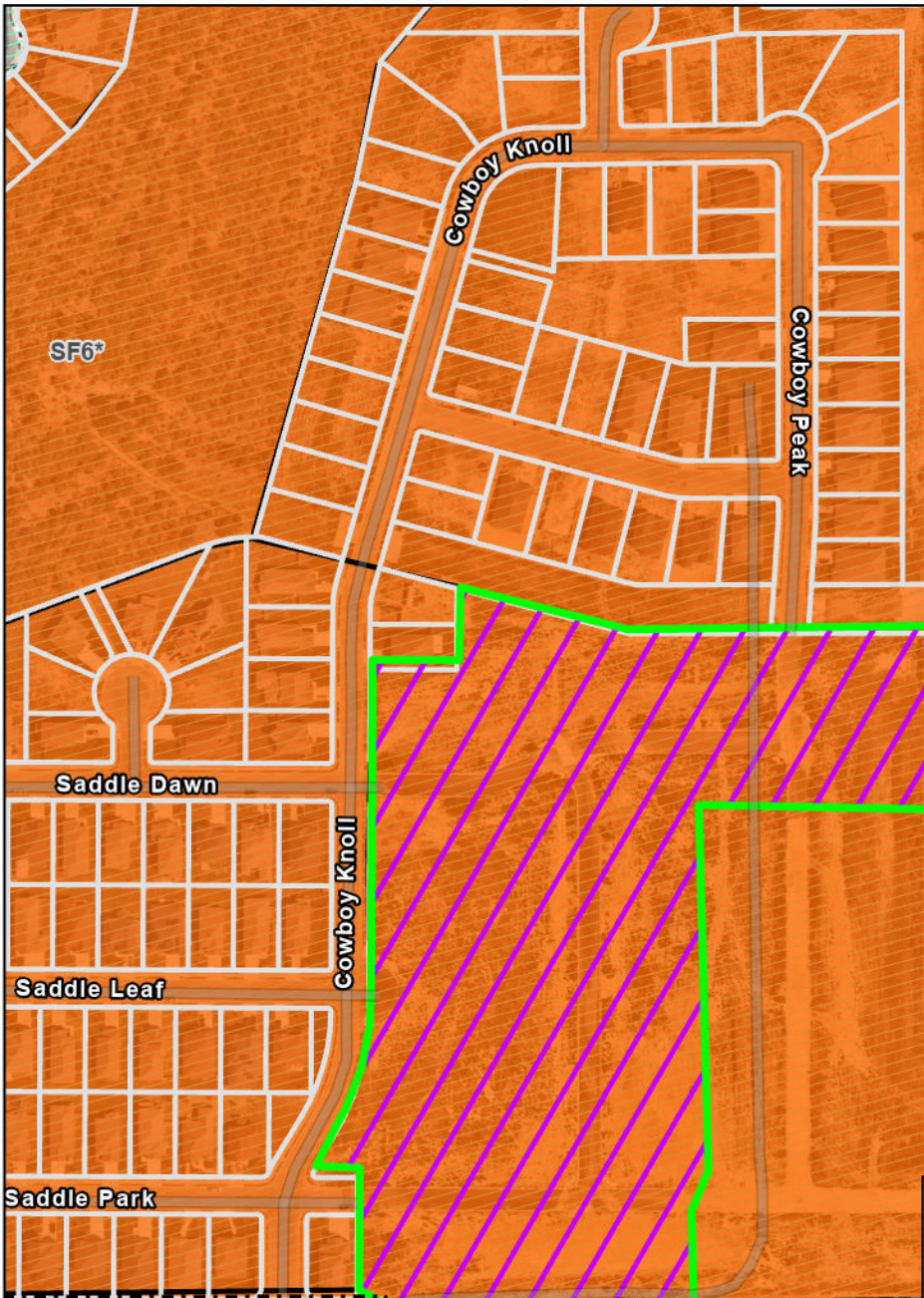
Sincerely,









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 Saddle Creek Ranch Unit 9A

-  Property of Interest
-  City of Cibolo Sewer Service Area
-  Parcel Boundaries
-  Cibolo City Limits
-  Cibolo ETJ
-  High Density Single-Family Residential (SF6)

Water Service: GVSUD
Sewer Service: City of Cibolo
Council District: 4
Zoning: High Density Single-Family Residential (SF6)





Planning and Zoning Commission Staff Report

Discussion/Action regarding the Preliminary Plat of Buffalo Crossing II Knights Crossing Phase 2 subdivision.

Meeting	Agenda Group
Wednesday, September 11, 2024, 6:30 PM	Discussion/Action Items Item: 7B

From
Grant Fore, Planner II

Planning & Zoning Commission Action: Discussion/Action and Recommendation of the above referenced petition

PROPERTY INFORMATION:

- Project Name:** PC-24-24-PP
- Owner:** Israel Fogiel, IF Development Associates
- Representative:** Mary Stewart, KCI Technologies
- Area:** 2.605 acres
- Location:** Near Intersection of Weidner Road and Knights Crossing Road
- Council District:** 4
- Zoning (map):** Planned Unit Development (PUD)
- Proposed Use:** Two (2) Open Space lots, 925 Linear Feet of Roadway
- Utility Providers:** Water, Sewer – City of Cibolo, Electricity - GVEC

FINDINGS/CURRENT ACTIVITY:

Per Unified Development Code (UDC) Article 20.3.3., 'Preliminary Plat', property is required to be platted prior to development of a site within or outside the City Limits. The plat or subdivision of land must comply with the Land Study, if applicable, and meet all requirements of the Unified Development Code and the Design and Construction Manual.

Knights Crossing is part of the Buffalo Crossing II subdivision. It extends from Buffalo Crossing to Weidner Road. In February of 2024, the City Council approved a Final Plat that established roughly 1,577 linear feet of roadway of Knights Crossing, beginning from Weidner Road and ending just past the intersection of Knights Crossing and Dalton Lake. Construction plans have been approved and a Pre-Construction meeting held to commence construction on the 1,577 linear feet of roadway that has been approved.

This Preliminary Plat establishes an additional 925 linear feet of roadway of Knights Crossing, from Dalton Lake and Knights Crossing to the intersection of Buffalo Crossing and Knights Crossing and includes two (2) open space lots. Construction plans for this segment of Knights Crossing were approved by the City Engineer's office and Public Works department in August of 2024.

A Public Improvements Agreement (PIA) was approved in 2016, as well as a Planned Unit Development (PUD) and Land Study in 2015 for this subdivision. The Public Improvements Agreement (PIA) requires the construction of an arterial roadway (Knights Crossing) with a right-of-way width of 86'. In 2023, negotiations took place between the developer and neighboring property owner's to acquire one-half of the ROW to meet the 86' requirement, however, negotiations were unsuccessful requiring the developer to provide sufficient ROW on their property. The developer shifted the alignment of the roadway to the West in the previously approved Final Plat to meet the 86' of ROW on their property. 86' of ROW is also achieved with this Plat.

STREETS/FUTURE THOROUGHFARE PLAN (FTPX):

Knights Crossing will connect Weidner Road to Buffalo Crossing, an existing public thoroughfare of 66' rights-of-way (ROW) collector and will serve as access to future Units 5, 6, and 7. The plat includes 86' of right-of-way along Knights Crossing required for arterial roads and 66' of right-of-way along Buffalo Crossing to connect to the existing roadway.

A Traffic Impact Analysis (TIA) was submitted and approved in 2022 for the Buffalo Crossing II Subdivision and accounts for the extension of Buffalo Crossing and construction of Knights Crossing. The City Engineer's office verified that what was submitted with this Plat complies with the previously approved traffic study.

UTILITIES:

This Plat is specific to roadway and necessary drainage infrastructure improvements. Construction plans for the roadway and associated improvements were approved in August of 2024.

DRAINAGE:

According to the applicant's drainage plan that was approved by the City Engineer, the Buffalo Crossing development proposes to utilize multiple detention ponds to be built within the development to mitigate any increase in flows in Town Creek and Town Creek East Tributary 1. This detention pond is proposed in this report to receive approximately 13 acres of interior flow and has also been designed to receive approximately 27.5 acres of flow from the existing and future Units.

STAFF RECOMMENDATION:

Staff and the City Engineer reviewed the plat and associated documents. Per the attached memo, there are comments pending. Therefore, staff recommends DENIAL of Preliminary Plat at this time.

Attachments

[Application](#)

[Plat](#)

[City Engineer Letter](#)

[Property Map](#)

[Buffalo Crossing II 2016 PIA](#)



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

UNIVERSAL APPLICATION - PRELIMINARY 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: Buffalo Crossing II Knight Crossing Ph2
 Total Acres: 2.605 Ac Survey Name: Trinidad Garcia Survey No. 94 Abstract No.: 137
 Project Location (address): intersection of Weidner Rd. and Knights Crossing Rd.

Current Zoning: PUD Overlay: None Old Town FM 78
 Proposed Zoning: PUD # of Lots: 0 # of Units: 1
 Please Choose One: Single-Family Multi-Family Commercial Industrial
 Other Dedication/Collector ROW
 Current Use: Agriculture Total Proposed Square Footage: _____
 Proposed Use: Single Family (Commercial/Industrial only)

Applicant Information:

Property Owner Name: IF Development Associates, Inc. (Contact: Israel Fogiel)
 Address: 10003 NW Military Hwy., Suite 2201 City: San Antonio
 State: Texas Zip Code: 78231 Phone: (210) 334-9200
 Email: fogtex@aol.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.

Owner or Representative's Signature
Israel Fogiel
 Typed / Printed Name

State of Texas
 County of Bexar

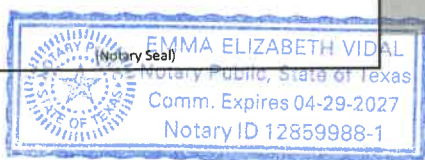
Before me, Emma Elizabeth Vidal, on this day personally appeared
 Name of Notary Public

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

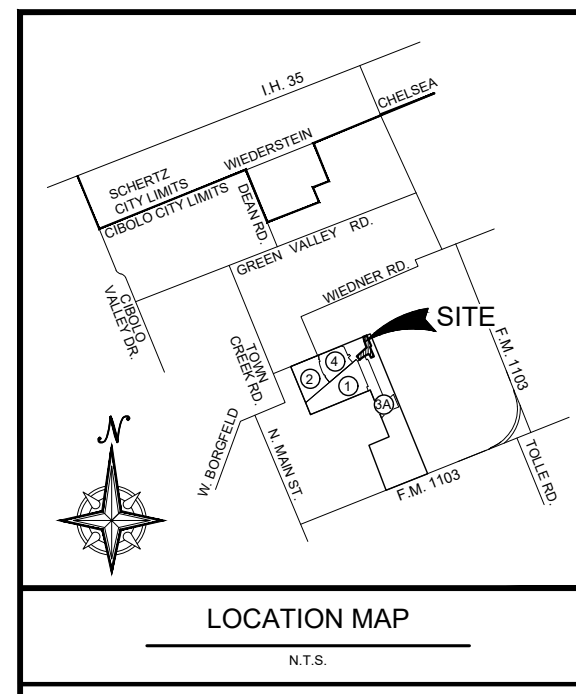
foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of August, 2024

Notary Public Signature

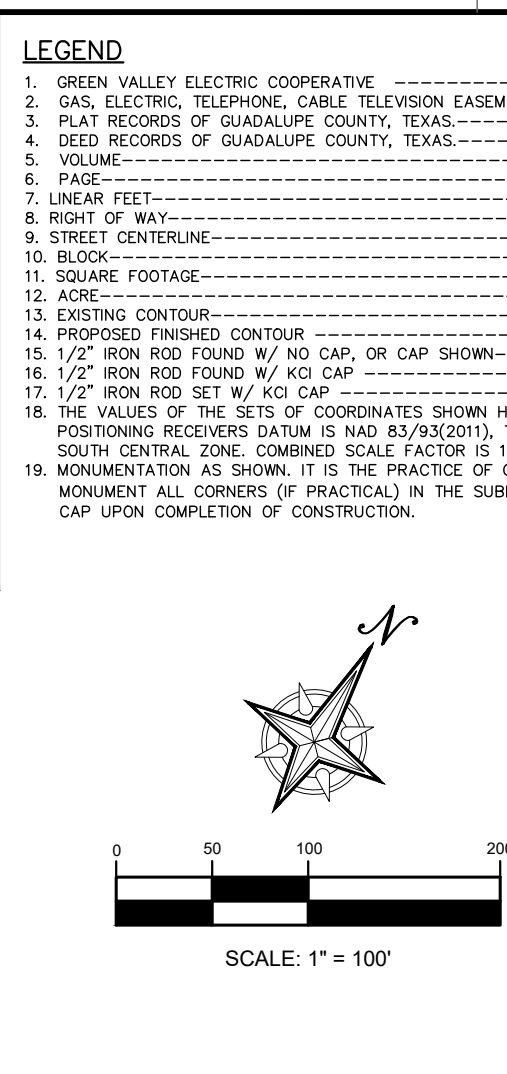


City of Cibolo Use Only
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number



LEGEND

1. GREEN VALLEY ELECTRIC COOPERATIVE	----- GVEC
2. GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION EASEMENT	----- G.E.T.V.E.
3. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS	----- P.R.
4. DEED RECORDS OF GUADALUPE COUNTY, TEXAS	----- D.R.
5. VOLUME	----- VOL.
6. PAGE	----- PG.
7. LINEAR FEET	----- L.F.
8. RIGHT OF WAY	----- R.O.W.
9. STREET CENTERLINE	----- C
10. BLOCK	----- BLK
11. SQUARE FOOTAGE	----- S.F.
12. ACRE	----- AC
13. EXISTING CONTOUR	-----
14. PROPOSED FINISHED CONTOUR	-----
15. 1/2" IRON ROD FOUND W/ NO CAP, OR CAP SHOWN	-----
16. 1/2" IRON ROD FOUND W/ KCI CAP	-----
17. 1/2" IRON ROD SET W/ KCI CAP	-----
18. THE VALUES OF THE SETS OF COORDINATES SHOWN HEREON WERE OBTAINED WITH GLOBAL POSITIONING RECEIVERS DATUM (S NAD 83/93(2011), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, COMBINED SCALE FACTOR IS 1.00017	-----
19. 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 KCI PLASTIC CAP UPON COMPLETION OF CONSTRUCTION.	-----



PLAT REFERENCE

1	BUFFALO CROSSING II UNIT 1 (VOL. 9, PGS. 340-342, P.R.)
2	BUFFALO CROSSING II UNIT 2 (VOL. 9, PGS. 269-270, P.R.)
5A	BUFFALO CROSSING II UNIT 3A (VOL. 9, PGS. 735-736, P.R.)
4	BUFFALO CROSSING II UNIT 4 (VOL. 10, PGS. 64-65, P.R.)
6	BUFFALO CROSSING II UNIT 6 (CONCURRENT PLAT)
KC	BUFFALO CROSSING II KNIGHTS CROSSING (CONCURRENT PLAT)

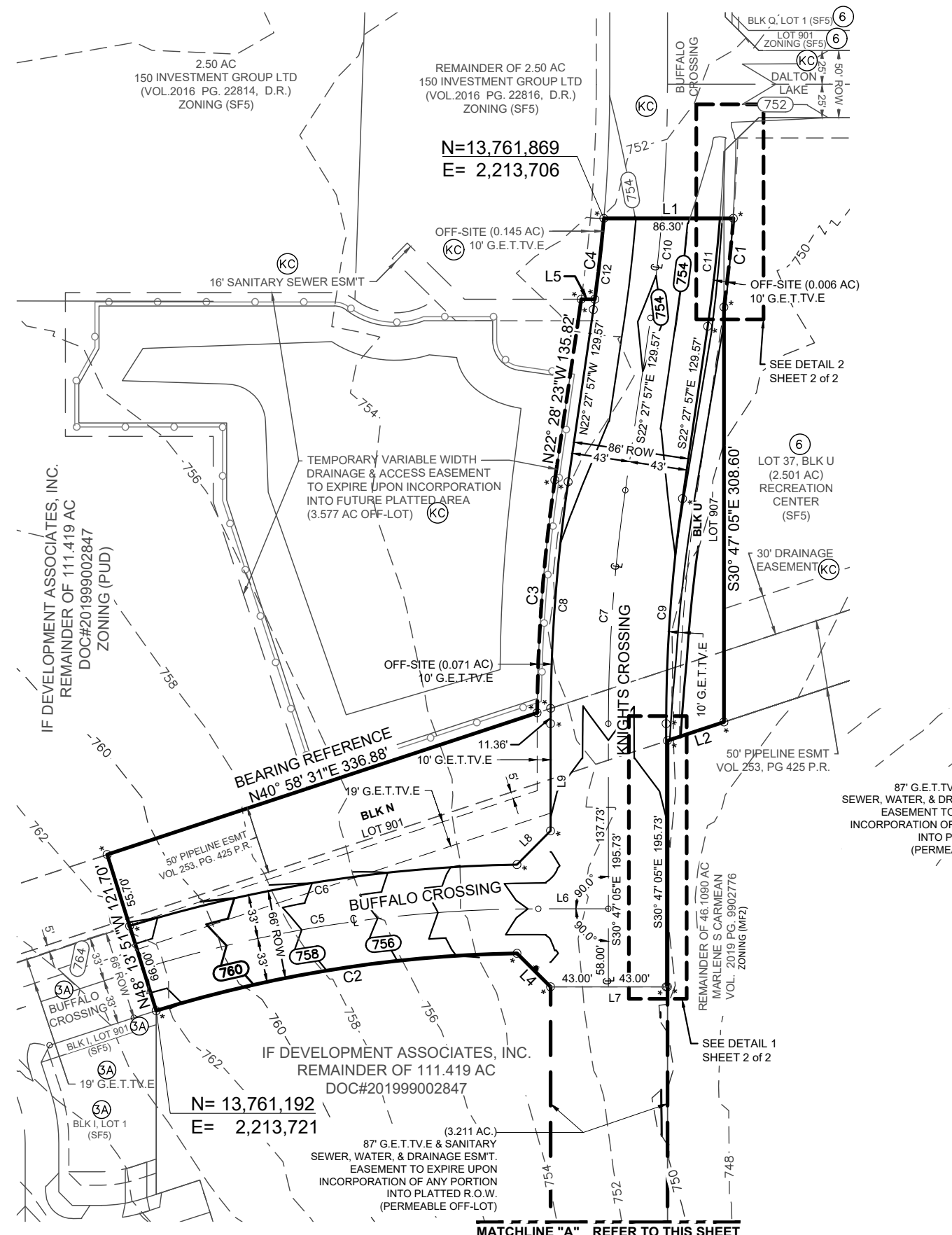
- NOTES:**
- 1) THE PROPERTY SHOWN HEREON LIES WITHIN THE CITY OF CIBOLO.
 - 2) THE PROPERTY SHOWN HEREON IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
 - 3) THE PROPERTY SHOWN HEREON IS LOCATED INSIDE SCHERTZ-CIBOLO-UNIVERSAL CITY SCHOOL DISTRICT.
 - 4) ALL PROPOSED STREETS WILL BE DEDICATED TO THE PUBLIC AND MAINTAINED BY THE CITY OF CIBOLO.
 - 5) THE PROPERTY SHOWN HEREON WILL HAVE UTILITIES PROVIDED BY THE FOLLOWING:
WATER - CITY OF CIBOLO
SEWER - CITY OF CIBOLO
ELECTRICITY - G.V.E.C.
GAS - CENTERPOINT ENERGY
CABLE - CHARTER
 - 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 MAY 4, 2012
 - 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 LINES OF 50' PIPELINE ESMT, VOL. 253, PGS. 425PR, BETWEEN MONUMENTS SHOWN HEREON AND ESTABLISHED AS N03°58'31"E 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 KCI TO MONUMENT ALL CORNERS (IF PRACTICAL) IN THE SUBDIVISION WITH 1/2" REBAR AND KCI PLASTIC CAPS, UPON COMPLETION OF CONSTRUCTION.
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 - 13) THE CITY OF CIBOLO RESERVES THE RIGHT TO RENAME STREETS AND/OR CHANGE HOUSE NUMBER DUE TO INCOMPATIBILITY WITH EXISTING NAME LAYOUT, EMERGENCY VEHICLE RESPONSE, AND MAIL DELIVERY.
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 - 15) THIS PLAT CONTAINS APPROXIMATELY 925 L.F. OF ROADWAY.
 - 16) ALL AREAS WITHIN THIS PLAT ARE WITHIN THE CITY OF CIBOLO AND ARE ZONED PLANNED UNIT DEVELOPMENT (PUD) PER ORDINANCE #1129.
 - 17) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CIBOLO AND STATE PLANNING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
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 - 21) 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.
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 - 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 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) FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE FINISHED ADJACENT GRADE.
 - 25) TO SATISFY THE SOUTHERN "KOEHLER TRACT" PARK REQUIREMENTS, PER PUBLIC IMPROVEMENT AGREEMENT FOR KOEHLER TRACT (SOUTH) AND VEAZY/REDHAGE TRACT (NORTH) WITH THE CITY OF CIBOLO, THE DEVELOPER AGREES, IN LIEU OF PAYMENTS TO THE CITY'S PARKLAND DEDICATION FUND, TO DEDICATE THE HIKE AND BIKE TRAILS AND PARKLAND, WHICH MAY INCLUDE PUBLIC UTILITY AND DRAINAGE EASEMENTS, SUCH DEDICATIONS OF HIKE AND BIKE TRAILS AND PARKLAND BY DEVELOPER TO THE CITY (AFTER REVIEW BY THE CITY ENGINEER AND RECOMMENDATION BY THE CITY MANAGER) WILL BE DEEMED FULL SATISFACTION OF THE PARKLAND DEDICATION REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE AT THE TIME OF SUBDIVISION PLATTING AND BUILDING PERMITTING. THE FUTURE PHASES OF THE OVERALL DEVELOPMENT (NORTHERN VEAZY TRACT) WILL INCLUDE PARKLAND DEDICATION AND IMPROVEMENTS IN ACCORDANCE WITH THE CIBOLO UDC.
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Line Table

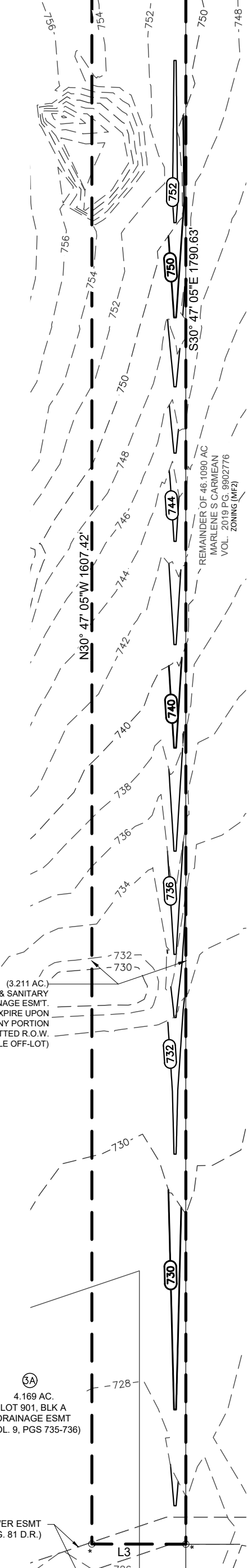
Line	Length	Direction
L1	96.38'	N59°12'55"E
L2	44.23'	S40°58'17"W
L3	87.00'	S59°17'34"W
L4	35.26'	N75°56'07"W
L5	10.10'	N59°12'55"E
L6	52.07'	N59°12'55"E
L7	87.00'	S59°12'55"W
L8	35.44'	S14°04'28"W
L9	79.73'	N30°47'05"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	66.38'	1,253.00'	003°02'07"	S24°42'22"E	66.37'
C2	272.71'	967.00'	016°09'30"	S50°11'32"W	271.81'
C3	173.87'	1,253.00'	007°57'02"	N26°26'28"W	173.73'
C4	60.52'	1,157.00'	002°59'49"	N24°20'46"W	60.51'
C5	298.68'	1,000.00'	017°06'48"	N50°39'31"E	297.58'
C6	292.80'	1,033.00'	016°14'26"	N50°12'41"E	291.83'
C7	174.23'	1,200.00'	008°19'08"	S26°37'31"E	174.08'
C8	180.48'	1,243.00'	008°19'08"	N26°37'31"W	180.32'
C9	167.99'	1,157.00'	008°19'08"	S26°37'31"E	167.84'
C10	74.48'	1,200.00'	003°33'22"	S24°14'38"E	74.47'
C11	80.73'	1,243.00'	003°43'16"	S24°19'35"E	80.72'
C12	68.23'	1,157.00'	003°22'43"	N24°09'19"W	68.22'



MATCHLINE "A" REFER TO THIS SHEET



2 OPEN SPACE LOTS

**PRELIMINARY PLAT
BUFFALO CROSSING II
KNIGHTS CROSSING PH2**

BEING 5.710 ACRES OUT OF A 68.52 ACRE PARCEL OF LAND IN THE TRINIDAD GARCIA SURVEY NO. 94, ABSTRACT NO. 137, OF GUADALUPE COUNTY, TEXAS, FILED AND RECORDED IN DOCUMENT NUMBER 2015017419 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

KCI TECHNOLOGIES, INC.
2806 W. BITTERS RD, SUITE 218
SAN ANTONIO, TEXAS 78248
PHONE: (210) 641-9999
FAX: (210) 641-6440
REGISTRATION #F-10573 / #101943-65

DATE PREPARED: AUG 2024
JOB NUMBER: 702402565

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.

IF DEVELOPMENT ASSOCIATES, INC.
10033 NW MILITARY HWY., SUITE 2201
SAN ANTONIO, TEXAS 78231

BY: ISRAEL FOGIEL
STATE OF TEXAS
COUNTY OF GUADALUPE

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED

ISRAEL FOGIEL

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.

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.

PRELIMINARY
THIS DOCUMENT MAY NOT BE RECORDED FOR ANY REASON
REGISTERED PROFESSIONAL ENGINEER
MARY P. STEWART

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

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.

PRELIMINARY
THIS DOCUMENT MAY NOT BE RECORDED FOR ANY REASON
REGISTERED PROFESSIONAL LAND SURVEYOR

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS PROPOSED DEVELOPMENT HAS BEEN REVIEWED AND APPROVED BY THE CIBOLO CREEK MUNICIPAL AUTHORITY (CCMA) FOR WASTEWATER TREATMENT PLANT CAPACITY AND EASEMENTS. ALL FEES DUE FOR IMPACT TO THE SYSTEM AT TIME OF CONNECTION WILL BE CALCULATED AT SUBMITTAL OF BUILDING PERMIT APPLICATION.

BY: _____
AGENT FOR CIBOLO CREEK MUNICIPAL AUTHORITY

STATE OF TEXAS
COUNTY OF GUADALUPE

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

BY: _____
CITY ENGINEER, CITY OF CIBOLO

THIS PLAT OF BUFFALO CROSSING II - KNIGHTS CROSSING PH2 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 VICE CHAIR

THIS PLAT OF BUFFALO CROSSING II - KNIGHTS CROSSING PH2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS _____ DAY OF _____ A.D., 2024

BY: _____ MAYOR CITY SECRETARY

AGENT FOR GUADALUPE VALLEY ELECTRIC COOP., INC.

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADEQUATELY ALTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

PRELIMINARY PLAT
BUFFALO CROSSING II
KNIGHTS CROSSING PH2

BEING 5.710 ACRES OUT OF A 68.52 ACRE PARCEL OF LAND IN THE TRINIDAD GARCIA SURVEY NO. 94, ABSTRACT NO. 137, OF GUADALUPE COUNTY, TEXAS, FILED AND RECORDED IN DOCUMENT NUMBER 2015017419 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.



KCI TECHNOLOGIES, INC.

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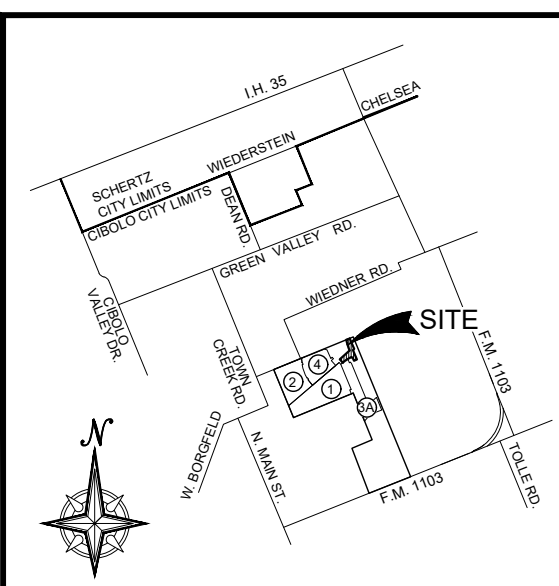
DATE PREPARED: AUG 2024
 JOB NUMBER: 702402565

NOTES:

- 1.) THE PROPERTY SHOWN HEREON LIES WITHIN THE CITY 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 BE DEDICATED TO THE PUBLIC AND MAINTAINED BY THE CITY OF CIBOLO.
- 5.) THE PROPERTY SHOWN HEREON WILL HAVE UTILITIES PROVIDED BY THE FOLLOWING:
 WATER - CITY OF CIBOLO
 SEWER - CITY OF CIBOLO
 ELECTRICITY - G.V.E.C.
 GAS - CENTERPOINT ENERGY
 CABLE - CHARTER
- 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 MAY 4, 2012.
- 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 LINES OF 50' PIPELINE ESMT, VOL. 253, PGS. 425PR. BETWEEN MONUMENTS SHOWN HEREON AND ESTABLISHED AS N40°58'31"E BY GPS OBSERVATION BASED ON NAD83 (2011) DATUM TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE.
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LEGEND

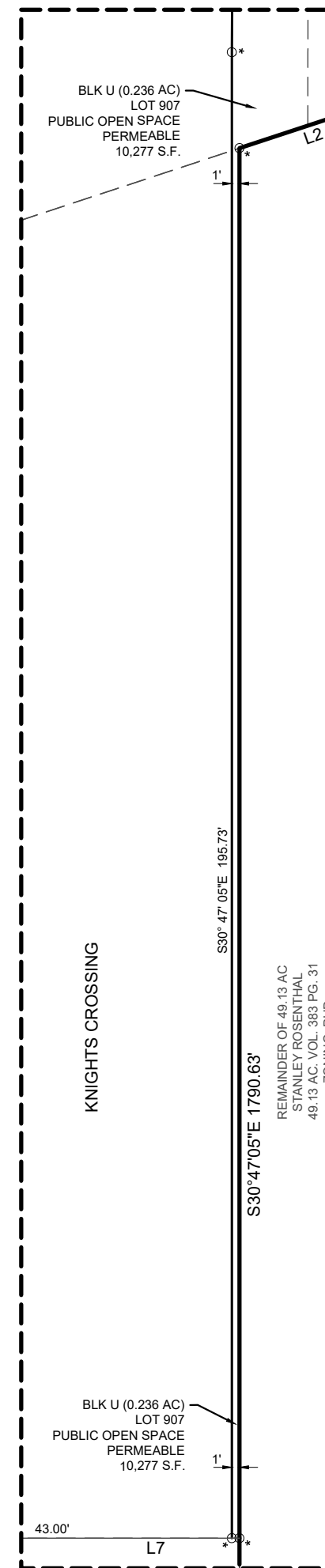
- | | | |
|---|-------|------------|
| 1. GREEN VALLEY ELECTRIC COOPERATIVE | ----- | GVEC |
| 2. GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION EASEMENT | ----- | G.E.T.V.E. |
| 3. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS | ----- | P.R. |
| 4. DEED RECORDS OF GUADALUPE COUNTY, TEXAS | ----- | D.R. |
| 5. VOLUME | ----- | VOL. |
| 6. PAGE | ----- | PG. |
| 7. LINEAR FEET | ----- | L.F. |
| 8. RIGHT OF WAY | ----- | R.O.W. |
| 9. STREET CENTERLINE | ----- | CL |
| 10. BLOCK | ----- | BLK |
| 11. SQUARE FOOTAGE | ----- | S.F. |
| 12. ACRE | ----- | AC |
| 13. EXISTING CONTOUR | ----- | |
| 14. PROPOSED FINISHED CONTOUR | ----- | |
| 15. 1/2" IRON ROD FOUND W/ NO CAP, OR CAP SHOWN | ----- | |
| 16. 1/2" IRON ROD FOUND W/ KCI CAP | ----- | |
| 17. 1/2" IRON ROD SET W/ KCI CAP | ----- | |
| 18. 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, COMBINE SCALE FACTOR IS 1.00017 | | |
| 19. 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 KCI PLASTIC CAP UPON COMPLETION OF CONSTRUCTION. | | |



LOCATION MAP

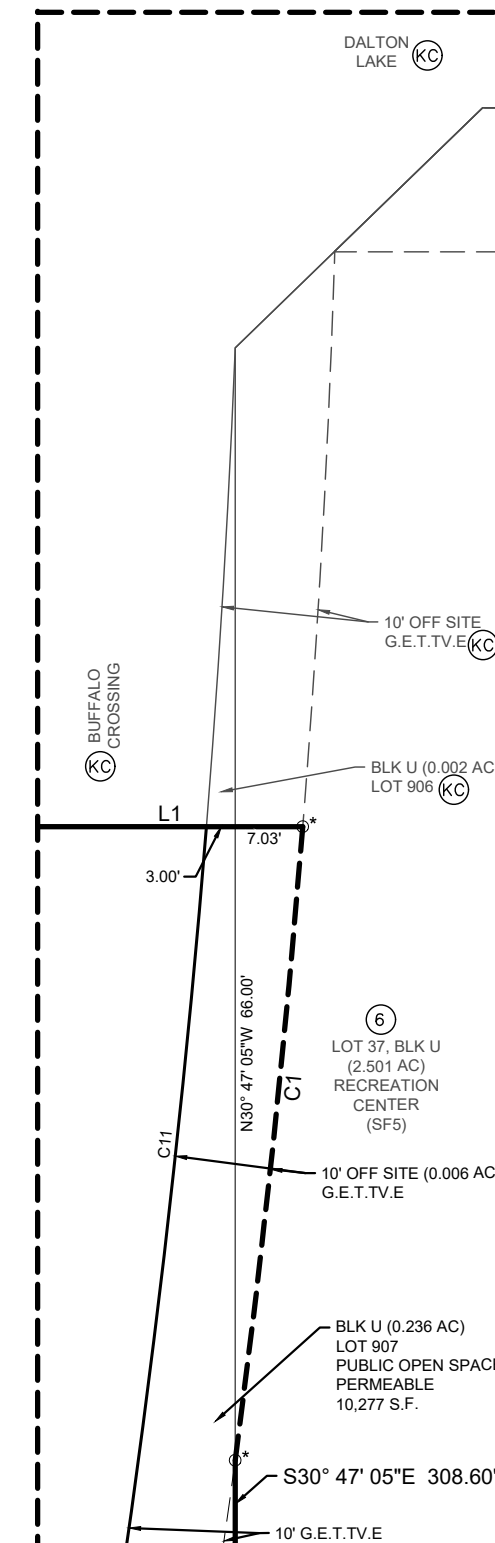
N.T.S.

PLAT REFERENCE	
①	BUFFALO CROSSING II UNIT 1 (VOL. 9, PGS. 340-342, P.R.)
②	BUFFALO CROSSING II UNIT 2 (VOL. 9, PGS. 269-270, P.R.)
⑤A	BUFFALO CROSSING II UNIT 3A (VOL. 9, PGS. 735-736, P.R.)
④	BUFFALO CROSSING II UNIT 4 (VOL. 10, PGS. 64-65, P.R.)
⑥	BUFFALO CROSSING II UNIT 6 (CONCURRENT PLAT)
KC	BUFFALO CROSSING II KNIGHTS CROSSING (CONCURRENT PLAT)



DETAIL 1

1" = 20'



DETAIL 2

1" = 20'



SEE SHEET 1 OF 2 FOR LINE AND CURVE TABLES

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Date: Aug 30, 2024, 3:23pm User: db Generated: Project File: U:\NewProj\Proj_2024_KCI\702402565_Buffalo_Crossing_Ph2\Knights_Crossing_Phd\Knights_Crossing_Phd.dwg Job Number: 702402565 000 Plot Date

September 4, 2024

On behalf of the:

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



Re: Preliminary Plat Review
Buffalo Crossing II Knights Crossing Ph 2 (PC-24-24-PP)

Mr. Fore,

Colliers Engineering & Design has completed its review of the referenced preliminary plat and has the following comments:

General Note -

1. Please include as part of your resubmittal a comment response letter addressing all comments.

Sheet 1 of 1 -

1. The neighboring properties do not match the platted properties in the referenced Final Plat for Buffalo Crossing II Unit 6 (Keynote 6), update accordingly. Reference marked up plats for more details.

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

Sincerely,



A handwritten signature in blue ink, appearing to read "Andy Carruth", written over a light blue horizontal line.

Andy Carruth, P.E.

Plan Reviewer for the City of Cibolo



PUD

MF2

SF5

Buffalo Crossing

PUD

Candor Stone

Flint Rd

Gardner Cv

Black

Property Information Map Buffalo Crossing II Knights Crossing Phase 2

-  Property of Interest
-  Parcel Boundaries
-  Cibolo City Limits
-  Neighborhood Commercial (C1)
-  Multi-Family Residential (MF2)
-  Planned Unit Development (PUD)
-  Medium-High Density Single-Family Residential (SF5)
-  High Density Single-Family Residential (SF6)
-  Public Facility (PF) - Park

Water Service: City of Cibolo
Sewer Service: City of Cibolo
Council District: 4
Zoning: Planned Unit Development (PUD)



**PUBLIC IMPROVEMENTS AGREEMENT
FOR
KOEHLER TRACT and VEAZEY/REDHAGE TRACT**

This Public Improvements Agreement [For Koehler Tract and Veazey/Redhage Tract] (this "Agreement") is made and entered into, by and between the **City of Cibolo, Texas**, a Texas municipal corporation (the "City") and the **150 Investment Group, Ltd.**, a Texas Limited Partnership, or assigns (whether one or more the "Developer"), hereinafter collectively referred to at time as the "Parties", pursuant to section 212.071 of the Texas Local Government Code. The Parties agree as follows.

Definitions

In this Agreement, the following meanings shall be ascribed to the terms used herein:

"Association" means a mandatory membership property owners association as more particularly described in Section 1.04.

"Crossing Structure" means a crossing structure with rails over an existing creek and drainage channel sized to accommodate four (4) contiguous lanes of a proposed primary arterial as shown in Exhibit "C-1" attached hereto. An opinion of probable cost of the Crossing Structure is shown on Exhibit "C-2". Notwithstanding anything to the contrary in this Agreement, Construction of the Crossing Structure shall commence within eighteen (18) months of the recording of the final plat for the 400th Lot within the Property, or such earlier time as Developer, in its sole discretion, elects to commence construction the Crossing Structure; provided completion of such improvements occurs within the time period prescribed in Section 1.06.01.

"Drainage Facilities" means storm-water drainage and detention facilities that shall be constructed by the Developer and which shall be owned, operated and maintained by the Association for the provision of storm-water drainage and detention within all of the Subdivision.

"Hike and Bike Trails and Parkland" means recreational facility improvements that shall be constructed by the Developer and dedicated to the City for public use; and, which the Developer and the City shall transfer maintenance responsibilities to an Association established by the Developer. The general location of Hike and Bike Trails and Parkland is shown on the map attached as **Exhibit "B-1"**, consisting of approximately seventeen (17) acres of trails and parks of which a minimum of six (6) of the seventeen (17) acres are dedicated to the public and an opinion of the probable costs of construction relating to the Hike and Bike Trails and Parkland is shown on **Exhibit "B-2"**.

"Onsite Water Transmission Line System" means a water transmission line, which shall be oversized to a twelve (12") inch diameter and designed and constructed by the Developer in a manner that is satisfactory to and approved by the City Engineer; and oversized to a twelve (12") inch diameter, so that it may serve the existing and future needs of Developer and the City, as further described herein; the

water transmission line shall be built in multiple phases of

development, and shall extend the existing sixteen (16") inch waterline located along FM 1103 north within the right of way of the proposed 86' ROW to Weidner Road, as shown in the general location on the map attached as Exhibit "D-1", but the Public Improvements shall not include any other water infrastructure or any wastewater infrastructure. An opinion of probable cost of the Onsite Water Transmission Line System and the City's share of the probable cost of the Onsite Water Transmission Line System is attached as Exhibit "D-2");

"Property" shall mean 142 acres of land, more or less ("Tract 1"), and 68 acres of land, more or less ("Tract 2"), as more particularly described and depicted in Exhibits "A-1" and "A-2" attached hereto and incorporated herein for all purposes which are located within the City.

"Subdivision" shall mean the Property as divided into (i) single family lots and (ii) commercial and multi-family lots; (iii) Hike and Bike Trails and Parkland for the use and benefit of the residents of the City; (iv) Drainage Facilities; and (v) open space, common areas and private amenities.

"Public Improvements" shall mean the Crossing Structure, Hike and Bike Trail and Parkland, Onsite Water Transmission Line System and Street Improvements, collectively.

"Project" shall mean the development of Public Improvements that upon acceptance by the City shall be dedicated to the public and that are located within all Units of the Subdivision.

"Street Improvements" means right of way dedication and construction of street improvements consisting of:

- (i) four (4) lanes (with respect to 500 LF) and three (3) lanes (with respect to the remainder) of a proposed primary arterial (the "86' ROW") through the Property from FM 1103 north to Weidner Road as shown in Exhibit "E-1" attached hereto;
- (ii) the extension of three (3) lanes of a proposed collector (major) (the "66' ROW") known as Buffalo Crossing Drive from its current end point at the boundary of Tract 1 to its intersection with the proposed 86' ROW as shown in Exhibit "E-2" attached hereto;
- (iii) the dedication of approximately twenty-three (23) feet of land for public right of way adjacent to the existing right of way for Weidner Road east of the 86' ROW and the dedication of approximately thirteen (13) feet of land for public right of way adjacent to the existing right of way for Weidner Road west of the 86' ROW (the "Additional Weidner Road ROW") for future potential construction and/or reconstruction of Weidner Road by others as shown in Exhibit "E-3" attached hereto; and
- (iv) participation in the cost of and installation of a traffic signal at the future intersection

of FM 1103 and the proposed 86' ROW in an amount equal to the lesser of either:

- a. one-fourth (1/4) of the cost of such traffic signal, or
- b. One Hundred Thousand Dollars and no cents (\$100,000.00).

An opinion of probable cost of the Street Improvements is shown on Exhibit "E-4". Construction of the 86' ROW and the 66' ROW shall be performed in phases with each phase being the portion of such 86' ROW or 66' ROW that abuts any final plat of the Property and each such phase of construction shall commence within sixty (60) days from the final plat approval by City Council of each final plat that abuts the 86' ROW and 66' ROW. Each phase of construction of the 86' ROW and 66' ROW shall be completed within one (1) year following the date construction of such phase of 86' ROW and 66' ROW is commenced. Dedication of the Additional Weidner Road ROW shall occur upon the final recording of each final plat that abuts Weidner Road. Participation in the cost of the traffic signal shall occur within sixty (60) days of installation of the traffic signal. Notwithstanding anything to the contrary in this Agreement, Construction of the portion of the 86' ROW commencing at the intersection of such 86' ROW and FM 1103, and extending in a northerly direction to the point where the 86' ROW connects to the south end of the Crossing Structure, shall commence within eighteen (18) months of the recording of the final plat for the 400th Lot, or such earlier time as Developer, in its sole discretion, elects to commence construction such portion of the 86' ROW; provided completion of such improvements occurs within the time period prescribed in Section 1.06.01.

"UDC" shall mean the City of Cibolo Unified Development Code as it may be amended, revised, re-codified or restated.

"Unit" or "Units" shall mean the individual or collective, as appropriately used in context of the statement, development and construction phases of the Project and Subdivision.

Purposes, Term and Consideration

1.01.1 Background: The Developer has contracted to purchase the Property and the Property appears to currently have the appropriate zoning to develop the Subdivision. Developer desires to develop the Subdivision in multiple Units.

1.02 Benefits to the Parties.

1.02.1 Benefits to the City. As more fully described herein, the Project shall provide for the design and construction of the Public Improvements by the Developer, which shall be beneficial to the City by establishing: (i) multiple points of future connection to the City's existing public trail system and by the development of approximately seventeen (17) acres of Hike and Bike Trails and Parkland of which a minimum of six (6) of the seventeen (17) acres are to be dedicated to the public; (ii) Private Drainage Facilities to serve the Subdivision; (iii) the extension of a

water transmission line oversized for existing and future requirements of the City; (iv) arterial and collector street improvements including a significant crossing over an existing drainage easement, which shall enhance accessibility and improve traffic flows particularly to FM 1103; and (v) Developer's participation towards the cost of a future traffic signal on FM 1103.

1.02.2 Benefits to the Developer. The Developer shall benefit from this Agreement by virtue of the water and sanitary sewer services that will be made available to the Property and satisfaction of the City's development ordinance requirements for parkland and drainage/detention requirements and arterial and collector street assessments by performance of its obligations its obligations under this agreement. The City will benefit from this Agreement by virtue of the benefits stated in Section 1.02.1 above.

1.03 Sufficiency of consideration acknowledged by Parties. The benefits to the Parties set forth in Sections 1.01 and 1.02 above, in addition to the mutual promises expressed herein, are acknowledged by the Parties to be good and valuable consideration, the sufficiency of which is hereby acknowledged to legally bind each Party to faithfully perform its obligations as described herein.

1.04. Association. Developer shall: (i) create a mandatory property owners association (the "Association") which shall apply to the lots within the Subdivision, and (ii) establish bylaws, rules, regulations and restrictive covenants (collectively the "Association Regulations") to assure that the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. Before the recordation of the Association Regulations in the Public Records of Guadalupe County, Developer shall submit the Association Regulations to the City for review to assure that the Association Regulations provide adequate language to protect the City's interest with respect to the Association's performance of the duties and obligations assigned to it by this Agreement. Approval by the City of the Association Regulations shall not be unreasonably withheld, conditioned or delayed, and the scope of its review shall be limited to the provisions pertaining to the Association's performance of the duties and obligations assigned to it by this Agreement. The Association Regulations shall provide that it cannot be amended by its members to diminish or repeal any duty or obligation assigned to it by this Agreement without the written consent of the City. The owner of each future residential lot within the Subdivision is or will be required to be a member of the Association, dues are or will be assessed and collected by the Association, and any unpaid dues or assessments shall be secured by a lien on the future residential lot for which they are assessed as set forth in the Association Regulations. The Association Regulations shall require the Association to maintain the Association parks, amenities and common areas ("Common Areas") as shown on the final plats of the Subdivision, and the Hike and Bike Trails and Parkland, which must be maintained in a commercially reasonable manner. The Association Regulations shall require the Association to make periodic assessments against the residential lots within the Subdivision that must be sufficient to maintain: (a) the Common Areas and all amenities for residents of the Subdivision; and (b) the Hike and Bike Trails and Parkland for fifteen (15) years after the effective date of this Agreement or until the last single family lot is recorded, whichever occurs first. The Association Regulations

must allow for the periodic assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Common Areas, the Hike and Bike Trails and Parkland and any easements as provided for in this Agreement. For the purposes of this Section it is acknowledged and agreed by the Parties that the phrase "Hike and Bike Trails and Parkland" is limited to the Hike and Bike Trails and Parkland shown on Exhibit B-1 and which shall be shown on the plats of the Subdivision to be dedicated by Developer or otherwise dedicated by Developer to the City pursuant to this

Agreement. The obligations of Developer and/or the Association to maintain the Hike and Bike Trails and Parkland shall only apply to that dedicated by Developer and shall not apply or extend to any other parkland or trails now or hereafter owned by the City.

1.05. Dedication and transfer of ownership and maintenance of improvements. It is in the public's interest and the interest of the Developer, its grantees and successors, for the Developer to plat some of the Common Areas for the recreational use of the residential lot owners within the Subdivision. The areas and property platted as streets, right-of-way, public utility and Hike and Bike Trails and Parkland on the final plats shall be dedicated and conveyed to the City at the time of recording of the final plat(s) for the Subdivision (or applicable portion thereof) and acceptance of such improvements by the City. Said plat(s) or conveyance shall provide that the City's acceptance of the dedication of the Hike and Bike Trails and Parkland shall be subject to the Association's continued obligation to maintain the Hike and Bike Trails and Parkland for fifteen (15) years after the effective date of this Agreement or until the last single family lot is recorded, whichever occurs first. The Common Area, detention easements and drainage easements located within the boundaries of the Property (or any applicable portion thereof), but not part of the Hike and Bike Trails and Parkland, shall be conveyed in fee simple to the Association, for operation and maintenance. The Association may make improvements to the Hike and Bike Trails and Parkland, provided same are approved by the City and that such improvements are at the Association's sole cost. The City may make improvements to the Hike and Bike Trails and Parkland, provided same are approved by Developer and the Association, and that such improvements are at the City's sole cost. If at any time the City, at its sole discretion, makes improvements or causes any other party to make improvements, to the Hike and Bike Trails and Parkland ("City Trail/Park Improvements"), then Developer shall not be responsible for the costs of any such City Trail/Park Improvements, and any additional maintenance costs (including repair and replacement of the City Trail/Park Improvements) resulting from the City Trail/Park Improvements shall be borne and paid by the City. The Association and the City shall cooperate in the execution of a cost sharing agreement to document the City's responsibility for the maintenance costs associated with any City Trail/Park Improvements. The Association shall be obligated to maintain and preserve the Hike and Bike Trails and Parkland in reasonably the same condition in which it exists upon acceptance for public use by the City.

1.06. Term.

1.06.1 Completion of the Project. The Developer shall complete construction and dedication of the Project within ten (10) years of the effective date of this Agreement. Developer's failure to

timely complete construction and dedication shall cause this Agreement to terminate and the Parties shall have no further obligation to the other and, in such case, Developer's development of the Subdivision shall be consistent with the manner prescribed in the UDC, for a project for which the parties did not enter into a Public Improvement Agreement, including Developer's payment of all Impact Fees and other fees that would otherwise have been excused as a result of Developer's performance under this Agreement.

1.06.2 Credits. Any and all rights and credits that may accrue to Developer pursuant to the terms of this Agreement shall expire on the fifteenth anniversary of its effective date and shall thereafter be void and of no further value.

1.06.3 Association's Hike and Bike Trails and Parkland Maintenance Obligations. In the event that the Developer completes construction of the Hike and Bike Trails and Parkland the Association's obligation to maintain and repair same shall remain in effect for fifteen (15) years after the effective date of this Agreement or until the last single family lot is recorded, whichever occurs first.

The Development and the Project

2.01. The Subdivision shall be laid out, installed and constructed in substantial compliance with the land use study for the Subdivision as approved by the City and all rules, regulations and ordinances of the City including, but not limited to, the City's UDC in effect at the time of approval of the land use study.

2.02. The Project does not include any oversizing of the wastewater or water pipe, line or other facility that is located within the boundaries of the Property except for the Onsite Water Transmission Line System. The City will provide a credit to the Developer towards the City's water impact fees relating to the Property for the difference in the cost to the Developer of over- sizing the Onsite Water Transmission Line based on peak flows from an eight (8) inch line required to serve each Unit of the Subdivision to a twelve (12) inch and sixteen (16) inch line required by the City to provide additional water service to lots or properties located outside of the Subdivision.

Project Engineer

3.01. A qualified engineering firm selected and employed by the Developer (the "Engineer") shall act as engineer for the Project. The Engineer shall prepare the design, construction plans and specifications, and supporting documentation for the Project (the "Plans"), which shall be reviewed by the City Engineer for compliance with the City's existing laws, regulations, and Capital Improvement Plans ("City Regulations") and shall be accepted by the City Engineer upon his or her finding, in his or her professional opinion, that the Plans comply with the City Regulations.

3.02. The City agrees to:

3.02.01. coordinate with the Engineer on specific engineering and construction plans; and to review, approve and sign the Plans in a timely manner, if those Plans comply with all local laws, regulations and the City Regulations.

3.02.02. during the course of the Project, after review by the City Engineer for compliance and recommendation by the City Manager, (i) review and approve any necessary change orders in a timely manner, provided that the City Manager determines, in his sole discretion, that such change orders do not substantially diminish the value of the Project to the City; (ii) perform all inspections of the Project (or applicable phases or Units thereof) in a timely manner; (iii) approve the Project (or applicable phases or Units thereof) in a timely manner if constructed in accordance with approved Plans; and (iv) as the phases or Units of the Project are approved, grant the impact fee and other credits provided for in this Agreement applicable to such phases or Units.

Performance

4.01. Provided that such dedications fully comply with applicable provisions of the UDC and after review and recommendation by the City Engineer and City Manager have been made, the City hereby agrees:

4.01.1 to accept by special warranty deed or plat dedication, the Hike and Bike Trails and Parkland, and the credit against the City's park development/park improvement fees granted under a drainage easement by and between the owners of Tract 1 (as defined in the definition of "Property" above) and the City recorded in Volume 2360, Pages 351 – 363, of the Deed Records of Guadalupe County, Texas, as full satisfaction of all City ordinance requirements for parkland dedication or mitigation fees and parkland improvement fee and/or parkland impact fees (collectively, the "Park Impact Fees") for the Subdivision. This shall be accomplished by the provision of a credit for the full amount of any Park Impact Fees relating to the Property that are due at the time of subdivision platting and/or building permitting (which fees shall include all Park Impact Fees required to be paid in connection with development of the Subdivision and required for platting the Subdivision and issuing a building permit for construction within the Subdivision). Such credit shall be deemed granted by the City to Developer or its assigns at the time of the City's acceptance of the deed or plat dedicating the Hike and Bike Trails and Parkland for public use, and such credit will be applied to the builder required parkland improvement fee per lot that would otherwise be due at the time of subdivision platting and/or building permit issuance;

4.01.2 to accept the Onsite Water Transmission Line System (or applicable portions thereof), and, at the time of acceptance of the Onsite Water Transmission Line System (or applicable portions thereof) by the City, to credit Developer or its assigns for the difference in the cost to Developer of over-sizing the Onsite Water Transmission Line from the eight inch (8") line required to serve each Unit of the Subdivision to the twelve (12") inch/sixteen (16") inch line required by the City to provide additional water service to lots or properties outside of the

Subdivision which utilize the Onsite Water Transmission Line System by providing a credit to the Developer or its assigns toward the City's water impact fees relating to the Property. Such credit shall be assessed by the City to Developer or its assigns at the time of the platting of the applicable portions of the Onsite Water Transmission Line System, and such credit will be applied to the City's water impact fee that would otherwise be due at the time of subdivision platting and/or building permit issuance;

4.01.3 subject to Section 4.05, to accept the Street Improvements and public right-of-way dedications described herein (or applicable portions thereof), as full satisfaction of all City ordinance requirements for the transportation/street impact fees relating to the Property and the Subdivision and to provide a credit to Developer or its assigns for the full amount of such transportation/street impact fees relating to the Property. Such credit shall be assessed by the City to Developer or its assigns at the time of the platting of the applicable portions of the Street Improvements, and such credit will be applied to the City's transportation/street impact fees that would otherwise be due at the time of subdivision platting and/or building permit issuance;

4.01.4 to accept the Crossing Structure which will be constructed to accommodate four (4) contiguous lanes of the primary arterial and which will be installed as part of the Street Improvements in full satisfaction of all City ordinance requirements for drainage impact fees for the Subdivision and to provide a credit to Developer or its assigns for the full amount of drainage impact fees relating to the Property. Such credit shall be assessed by the City to Developer or its assigns at the time of the platting of the applicable portions of the Crossing Structure, and such credit will be applied to the City's drainage impact fees that would otherwise be due at the time of subdivision platting and/or building permit issuance;

4.01.5 subject to Section 4.05, to, at the time the impact fees are collected on any land adjacent to the 86' ROW that is not owned by Developer, pay to Developer the drainage and transportation/street impact fees collected up to \$446,920.00 in consideration of Developer's construction of the third and fourth lanes (with respect to 500 LF) and third lane (with respect to remainder) of the 86' ROW and Crossing Structure;

4.01.6 intentionally deleted

4.01.7 after completion of the Project (or applicable phases or Units thereof) and the Subdivision as constructed, and after review and recommendation by the City Engineer for compliance and conformance with the City's acceptance processes, to accept the Project (or applicable phases or Units thereof) for ownership, operation and maintenance, with the exception of the Hike and Bike Trails and Parkland, which shall be accepted for ownership and operation by the City but shall be maintained by the Association subject to Section 1.06.3, and drainage easements located within the boundaries of the Property which shall be transferred by Developer to the Association in fee simple;

4.01.8 after completion, and conformance with the City's acceptance processes, final acceptance and dedication of the Project (or applicable phases or Units thereof) as provided for herein, and the Developer having, at the Developer's expense, completed the construction of the Project (or applicable phases or Units thereof) and the water lines, facilities and improvements required to be constructed within the Subdivision, and the City, after review by the City Engineer for compliance and recommendation by the City Manager, having accepted the water lines, facilities and improvements within the Subdivision, to use the Project (or applicable phases or Units thereof) and other facilities to provide water service within the Subdivision on the same terms and conditions as the City serves similarly situated and occupied properties; provided that upon the payment or credit of impact fees for specific lots, the City shall provide a commitment for service to such lots on the same terms as all other similarly situated customers of the City within the same use category;

4.01.9 to charge Developer, or its successors and assigns, the capital recovery/impact fees, and other fees, charges and rates that were established at the time of approval of the land use study and charged for similarly situated properties and occupancies within the corporate limits of the City, except as otherwise provided herein; and

4.01.10 to acknowledge and agree that Developer shall have no obligation to install or fund any traffic signals except as expressly set forth in this Agreement.

The term "Subdivision", as used in this Section 4.01, shall also mean and include any individual phase, section, or Unit of the Subdivision for which all reasonable and necessary utility and other infrastructure has been installed and accepted, and that has been approved, platted, constructed and accepted pursuant to the requirements of the UDC.

4.02. The Developer hereby agrees:

- (a) to contract with the Engineer for the design, preparation of the plans and specifications for the Project (or applicable phases or Units thereof), and the provision of the services anticipated to be performed by the Engineer pursuant to this Agreement;
- (b) to incorporate in the Plans for the Project changes made by the City Engineer reasonably necessary for compliance and reasonable recommendations made by the City Manager, (or applicable phases or Units thereof), including the estimated Cost of the Project (as that term is hereinafter defined);
- (c) to cause and obtain the design, construction and final acceptance of the completed Project, within ten (10) years from the effective date of this Agreement, subject to events of force majeure; and
- (d) to work and coordinate with the City to assure the actual Cost of the Project is accurately

and truly identified and agreed to by the City, including providing City with any documents, invoices or other records City may reasonably request to assure such accuracy; and

(e) to develop and construct the Subdivision and development in compliance with the City's standards, rules, regulations and ordinances, save and except only for variances, if any, granted by the City Council pursuant to the UDC or this Agreement.

4.03 Developer agrees, in lieu of payments to the City's Parkland Dedication Fund, to dedicate the Hike and Bike Trails and Parkland, which may include public utility and drainage easements. Such dedications of Hike and Bike Trails and Parkland by Developer to the City (after review by the City Engineer and recommendation by the City Manager) will be deemed full satisfaction of the parkland dedication requirements of the City's Subdivision Ordinance at the time of subdivision platting and building permitting. Subject to such review by the City Engineer and recommendation by the City Manager (which recommendation will not be unreasonably withheld), the City agrees to accept the dedication of the Hike and Bike Trails and Parkland as provided herein.

4.04. Water Transmission Line. The City and the Developer acknowledge and agree that:

4.04.1 the Onsite Water Transmission Line System is being funded and paid for by the Developer, subject to the credits to be received by Developer as set forth in this Agreement;

4.04.2 that the Onsite Water Transmission Line System to be installed by the Developer will serve the Property and other areas of the City as provided below:

4.04.2.1 the Onsite Water Transmission Line System will have a capacity of greater than 3,845 LUEs (Living Unit Equivalent Unit as defined by City ordinance or code);

4.04.2.2 Developer's reservation of capacity shall not exceed 1,000 LUE's, which may only be transferred to the purchasers or assignees of lots or land located within the Property;

4.04.2.3 the remaining capacity shall be reserved to the City and the City may serve other areas within its service area as it may deem appropriate; and

4.04.2.4 Developer's reservation of capacity shall remain in effect for ninety- nine (99) years after the effective date of this Agreement, after such time any remaining capacity reserved to Developer that has not been transferred to a lot located within the Property shall revert to the City.

4.04.3 the City will limit connection to the Onsite Water Transmission Line System by third parties in order to retain adequate transmission capacity for the Property, unless the City first determines the schedule for additional City funded or third party funded construction for

additional capacity is such as to assure that sufficient capacity will be available to secure such third parties and to provide the Developer with not less than 1,000 LUEs of capacity when such LUEs are required by Developer; and

4.04.4 the Developer may enforce its capacity rights under this Agreement and this Section 4.04 by action against the City for injunction.

4.05 Special Conditions of Transportation/Street Improvement Credits.

4.05.1 As the Street Improvements contemplated by Sections 4.01.3 and 4.01.5 herein are not currently on the City's Capital Improvement Plan (the "CIP"), such Street Improvements are not currently eligible for transportation/street impact fee credits. It is anticipated that the Street Improvements shall be placed on the City's CIP, pursuant to the periodic update process prescribed in Texas Local Government Code Section 395.052. If the Street Improvements are placed on the CIP, the Street Improvements shall be eligible for transportation/street impact fee credits and such impact fee credits shall be provided and paid, as applicable, to Developer as set forth in this Agreement. However, in the event that the Street Improvements are not placed on the City's CIP on or before the fifteenth (15th) month anniversary of the effective date of this Agreement, the Developer and/or its assigns may elect to receive, by written notice to the City, instead of transportation/street impact fee credits, building permit fee credits in an amount equivalent to the full amount of transportation/street impact fee credits the Developer would have been provided and or entitled to receive, as applicable, pursuant to Sections 4.01.3 and 4.01.5. Should the Developer elect to receive building permit fee credits instead of transportation/street impact fee credits, such building permit fee credits shall be used to satisfy building permit fees that ordinarily would be collected by the City for development within the Subdivision. Such building permit fee credits shall be provided by the City to Developer or its assigns at the time of building permit issuance, and the City Manager, or his designee, shall develop a process for tracking the issuance and use of such credits.

Cost of the Project

5.01. The "Cost of the Project" shall be the reasonable and approved total cost of the Project, including approved change orders, which shall be approved by the City Engineer and be presented to the City Council for their approval, and shall be based upon the sum of the following:

- (a) the hard construction costs;
- (b) surveying costs;
- (c) the cost of soils and materials testing;
- (d) engineering fees relating to the Project;
- (e) the fair market value of all land dedicated for right of way; and
- (f) any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the Project, provided that all sums and amounts that have not been previously

approved by the City Council shall be reasonable and necessary and documented to and approved, if determined by the City Council to be reasonable and necessary by the City, upon completion and final acceptance of the Project by the City, for the purposes of determining the final amount of any agreed credits or other reimbursements to be given to the Developer as herein provided.

5.02 The Developer shall pay the out of pocket Cost of the Project and shall design, install and construct the Project, subject to the terms, provisions and limitations set forth in this Agreement.

5.03 Developer, or its assigns, shall pay, at building permit phase, drainage, water and sanitary sewer impact fees to the City for each lot, tract, parcel and building site developed within the Subdivision or Property pursuant to State law and the City's current ordinances, subject to the credits provided for herein and except to the extent otherwise provided herein.

5.04 Except with respect to the reimbursement provided for in Section 4.01.5, all reimbursements payable by the City pursuant to this Agreement for Public Improvements will be compensated to Developer or its assigns in the form of a credit as authorized by this Agreement and the City's Unified Development Code or other applicable ordinance or statute. Any credits earned and/or achieved by Developer and/or granted or provided by the City to Developer shall have no redeemable monetary value; and under no condition shall the City be liable for any monetary amount under this Agreement, other than in the form of credits as provided herein.

5.05 The reimbursements provided for in Section 4.01.5 shall be accomplished by the payment by the City to Developer of the drainage and transportation/street impact fees collected by the City from any land adjacent to the 86' ROW that is not owned by Developer, as set forth in Section 4.01.5. Notwithstanding any provision to the contrary, the City shall not be obligated to make any monetary payment to developer from any funding source other than from the collection of such drainage and transportation/street impact fees collected by the City from any land adjacent to the 86' ROW that is not owned by Developer; and not to exceed the amount stipulated in the section 4.01.5.

5.06 Intentionally Blank

5.07 The City's obligation to provide credits and reimbursements as the City's contribution to Costs of the Project under this Agreement shall be in accordance with subchapter C of chapter 212 of the Texas Local Government Code including the requirement that the Developer execute a performance bond for each Unit of the Subdivision prior to commencement of construction of such Unit to ensure completion of such Unit in accordance with Chapter 2253 of the Texas Government Code.

5.08 Developer acknowledges that this Agreement is in compliance with section 212.904 of the Texas Local Government Code.

Public Utility Easements

6.01. The City agrees to provide use of all necessary City lands, rights of way and easements as may be necessary for construction of the Project. It is acknowledged there is a public necessity for the Project. The easements associated with the Project will be City owned; provided that such improvements are accepted for dedication by the City. The City hereby agrees to provide for the acquisition of any easements and rights of way necessary for the construction of the Project through use of its power of eminent domain, if necessary and authorized to do so by law.

Dedication of the Project to City

7.01. Crossing Structure, Onsite Water Transmission Line System and Street Improvements. Upon completion of the Crossing Structure, Onsite Water Transmission Line System and Street Improvements components of the Project, those components shall be dedicated to the City, through the City's subdivision acceptance processes and/or by special warranty deed(s), and the City shall accept the Project for ownership, operation and maintenance.

7.02. Hike and Bike Trail and Parkland. Upon completion of the Hike and Bike Trail and Parkland component of the Project, that component shall be dedicated to the City, through the City's subdivision acceptance processes and/or by special warranty deed(s), and the City shall accept the Project for ownership and operation and the obligation for maintenance and repair shall be transferred to the Association, as provided in this Agreement.

7.03. Drainage ways or easements located within the boundaries of the Property. All drainage ways or easements located within the boundaries of the Property shall be owned operated and maintained/repared by the Association.

Assignment of Commitments and Obligations

8.01. The Developer's rights and obligations under this Agreement may be assigned by the Developer to one or more purchasers or successor owners of all or part of the Property; provided, such assignment receives prior written approval of the City Council of the City of Cibolo. City Council approval shall not be unreasonably withheld, conditioned, delayed, or denied.

8.02. This Agreement shall be binding upon the Parties, their successors and assigns.

Default

9.01. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement, unless such party has

commenced to cure such default and is prosecuting the same with reasonable diligence. Notwithstanding the foregoing, commencement of cure, with reasonable diligence, shall only prevent a party from being in default for sixty (60) business days after notice was received and a cure had not been achieved unless the non-defaulting Party agrees to allow the defaulting Party additional time to cure the default.

9.02. In the event of a default, the non-defaulting Party may terminate this Agreement or seek injunctive relief of other equitable relief, including, without limitation, specific performance, to enforce the terms of this Agreement. In no event shall a non-defaulting party be entitled to an award of damages or any other monetary relief.

9.03. In the event Developer and City become involved in litigation with regard to breach of or dispute arising out of this Agreement, the prevailing party shall be entitled to be paid its reasonable attorneys' fees and court costs. In addition, the City shall be entitled to be paid its reasonable attorneys' fees and court costs if it should be the prevailing party in a suit required to enforce the Association's responsibilities to maintain or repair the Hike and Bike Trail and Parkland.

Force Majeure

10.01. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability, including but not limited to the period, if any, for which development of the Subdivision, or the construction of residences or buildings therein, is limited or suspended pursuant to any moratorium imposed by the City.

10.02. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.03. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Notices

11.01. Any notice given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed: City of Cibolo

Attn: Robert T. Herrera, City Manager
P.O. Box 826 (200 South Main Street)
Cibolo, Texas 78108
Telephone: 210/658-9900
Facsimile: 210/658-1687

With a copy to:

Denton Navarro Rocha & Bernal
Attn: Charles E. Zech
2517 No. Main
San Antonio, Texas 78212
Telephone: 210/227-3243
Facsimile: 210/225-4481

Any notice mailed to the Developer shall be addressed:

150 Investment Group, Ltd.
Attn: Israel Fogiel
10003 N. W. Military Highway; Suite 2201
San Antonio, Bexar County, Texas 78231
Telephone: 210/344 - 9200
Facsimile: 210 / 344 - 3137

With a copy to:

Denham & Ramones Engineering
Attn: Paul Denham
1380 Pantheon Way, Suite 290
San Antonio, Texas 78232
Telephone: 210/495-3100

Facsimile: 210/495-3122

With a copy to:

Kerr & Jaeckle, PC Attn: Richard Kerr
750 E. Mulberry, Suite 510
San Antonio, Texas 78212
Telephone: 210/738-8750
Facsimile: 210/738-8788

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Entire Agreement

12.01. This Agreement together with any exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

Effective Date

13.01. This Agreement shall be effective as of the date approved by the City Council of the City and execution by all Parties to this Agreement. The Agreement shall be fully executed by Developer prior to presentation to City Council for approval.

Amendment

14.01. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved in advance by City Council of the City.

Texas Law Governs

15.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Guadalupe County, Texas. This Agreement is fully performable in Guadalupe County and venue shall lie exclusively in said County.


Time of the Essence

16.01. The Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

EXECUTED in multiple originals this the 7th day of December, 2016, to be effective as prescribed in Section 13.01, herein.

Developer:


150 Investment Group, Ltd.,
A Limited Partnership
By: Great America Associate, Inc.,
General Partner


By: _____
Israel Fogiel,
President

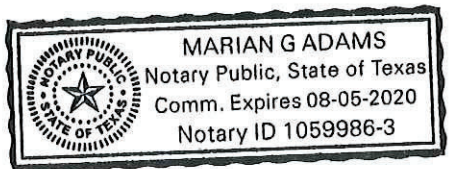
STATE OF TEXAS §

COUNTY OF BEXAR §

This Public Improvements Agreement was acknowledged before me on the 7th day of December, 2016, by Israel Fogiel, President of Great America Associates, Inc., General Partner of 150 Investment Group, Ltd., a limited partnership, on behalf of said partnership.



Notary Public, State of Texas



City:

City of Cibolo

By: Robert T. Herrera
Robert T. Herrera, City Manager

THE STATE OF TEXAS §
COUNTY OF GUADALUPE §

This Public Improvements Agreement was acknowledged before me on the 12th day of December, 2016, by Robert T. Herrera, City Manager, for and on behalf of City of Cibolo.

Peggy Cimics
Notary Public, State of Texas

My commission expires: 8-7-18

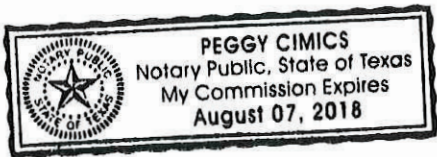
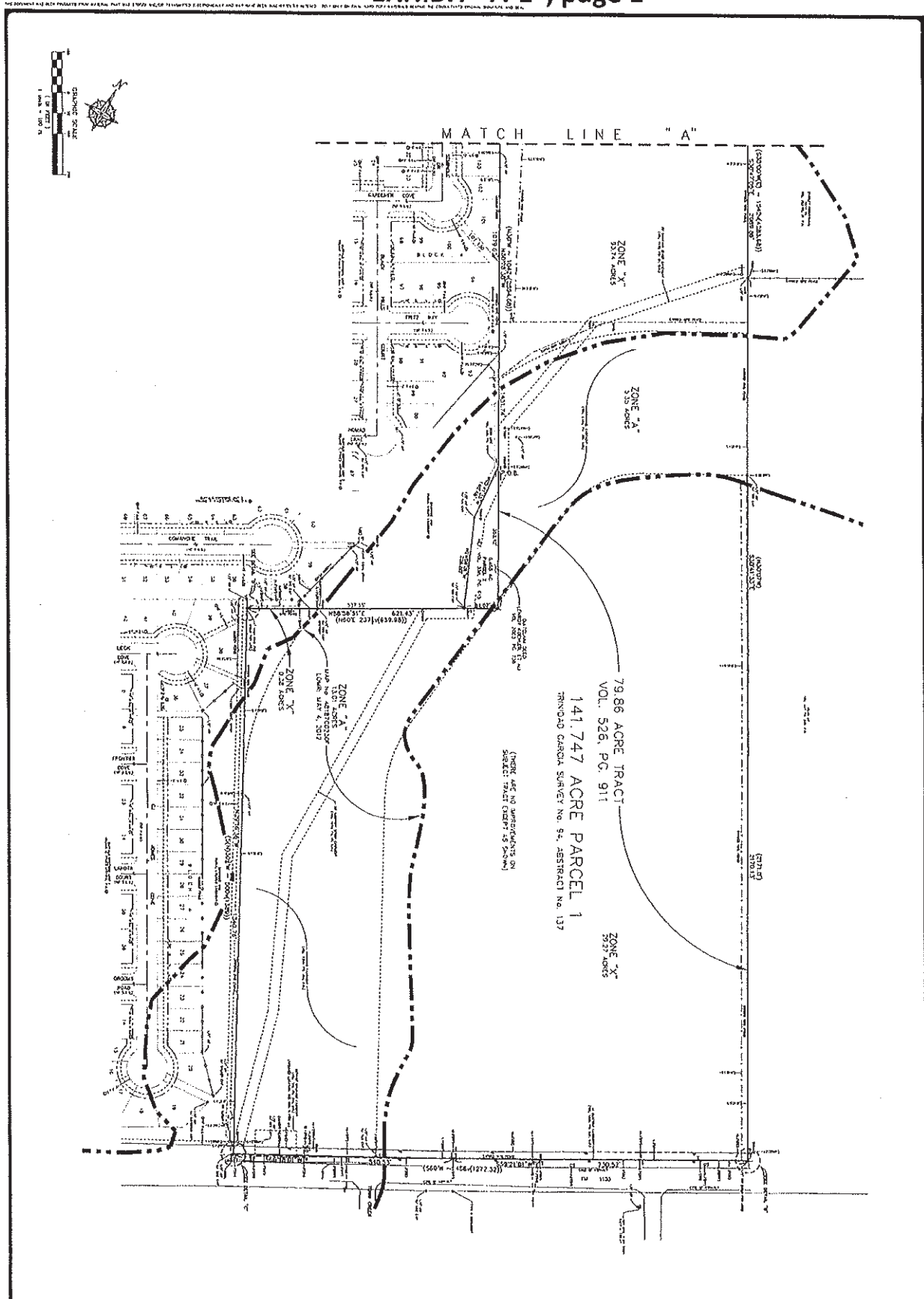


EXHIBIT "A-1", page 1

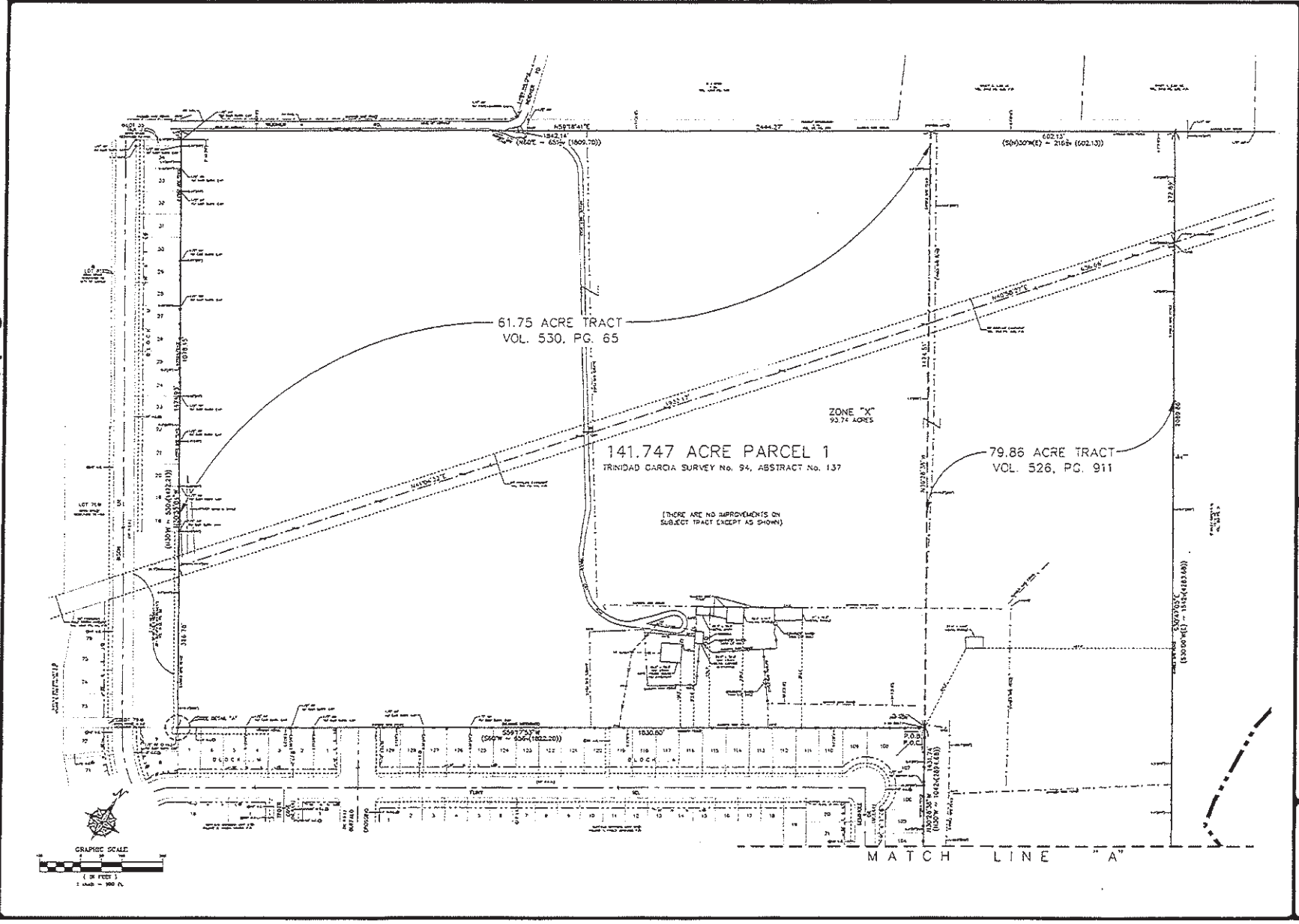


TRACT 1

<p>DATE: 3/2/03 SHEET: 3 OF 3</p>	<p>LAND TITLE SURVEY 141.747 AC. PARCEL 1 & 0.455 AC. PARCEL 2 ALL OF A CALLED 61.76 ACRE TRACT RECORDED IN VOLUME 630, PAGE 65 D.R., AND ALL OF A CALLED 79.86 ACRE TRACT RECORDED IN VOLUME 526, PAGE 911 D.R., AND ALL OF THE 0.455 ACRE QUIT CLAIM PARCEL RECORDED IN VOLUME 2003, PAGE 736, D.R., GARCIA SURVEY ABSTRACT No. 54, GUADALUPE COUNTY, TEXAS</p>	<p>Denham-Hammons Engineering and Associates, P.C.</p> <p>1300 Fortson Way, Suite 100 San Antonio, TX 78217 Phone: (214) 343-3100 Fax: (214) 343-3102</p>
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TRACT 1

EXHIBIT "A-1", page 2



<p>141.747 AC. PARCEL 1 & 0.455 AC. PARCEL 2 ALL OF A CALLED 6176 ACRE TRACT ACCORDED IN VOLUMES 530, PAGE 65 D.R., AND ALL OF A CALLED 7986 ACRE TRACT ACCORDING TO THE CLAIM PARCELS, RECORDS AND VOLUMES 0.465 PAGE 736, D.R., CANGIA SURVEY ABSTRACT No. 94, COMALUPE COUNTY, TEXAS</p>	<p>141.747 AC. PARCEL 1 & 0.455 AC. PARCEL 2 ALL OF A CALLED 6176 ACRE TRACT ACCORDED IN VOLUMES 530, PAGE 65 D.R., AND ALL OF A CALLED 7986 ACRE TRACT ACCORDING TO THE CLAIM PARCELS, RECORDS AND VOLUMES 0.465 PAGE 736, D.R., CANGIA SURVEY ABSTRACT No. 94, COMALUPE COUNTY, TEXAS</p>	<p>141.747 AC. PARCEL 1 & 0.455 AC. PARCEL 2 ALL OF A CALLED 6176 ACRE TRACT ACCORDED IN VOLUMES 530, PAGE 65 D.R., AND ALL OF A CALLED 7986 ACRE TRACT ACCORDING TO THE CLAIM PARCELS, RECORDS AND VOLUMES 0.465 PAGE 736, D.R., CANGIA SURVEY ABSTRACT No. 94, COMALUPE COUNTY, TEXAS</p>
<p>DATE: 11/15/11</p> <p>BY: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: [Project Name]</p> <p>SHEET: 2 OF 2</p>	<p>DATE: 11/15/11</p> <p>BY: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: [Project Name]</p> <p>SHEET: 2 OF 2</p>	<p>DATE: 11/15/11</p> <p>BY: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: [Project Name]</p> <p>SHEET: 2 OF 2</p>

EXHIBIT B-1

HIKE & BIKE TRAILS



Denham-Ramones Engineering
1000 W. 10th Street, Suite 100
Lincoln, NE 68502-1000
402.441.1111

PROPOSED
HIKE AND BIKE TRAIL

WEIDNER

PARK
15 AC

50' ROW
2-LANE

PIPELINE TRAIL

66' ROW
3-LANE
2580 FT

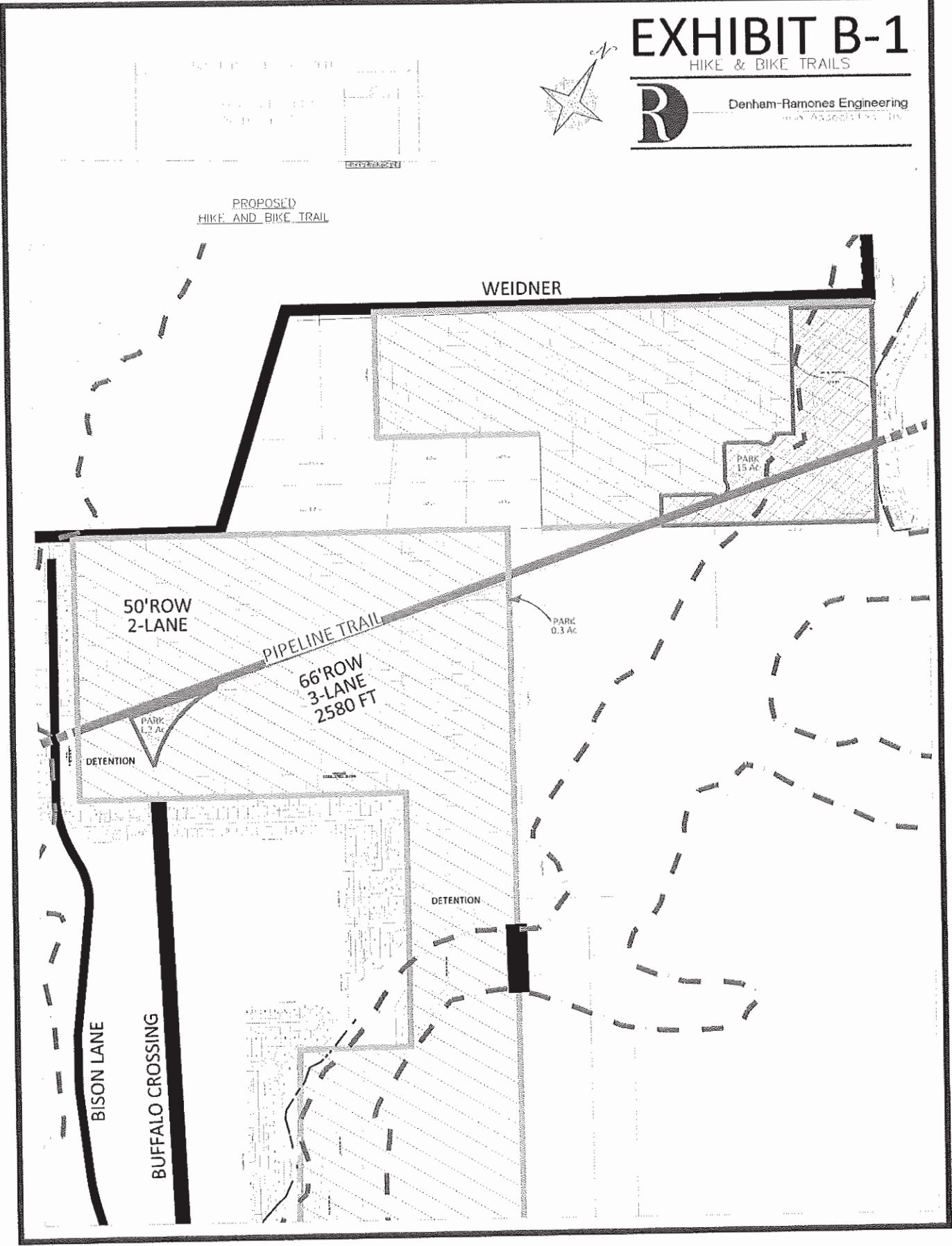
PARK
0.3 AC

DETENTION

DETENTION

BISON LANE

BUFFALO CROSSING



Koehler and Veazey Tracts

Exhibit B-2

Opinion of Probable Cost - Hike & Bike Trails & Parkland

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Hike & Bike Trail:				
Site Clearing	AC	0.8	2,750.00	2,200.00
Site Grading	CY	150	10.00	1,500.00
Concrete/DCG Trail Path - 8' Width	SY	3270	45.00	147,150.00
Sub-total				150,850.00
Contingency	10.00%			15,085.00
Total Hike & Bike Trail Construction Costs				165,935.00
Engineering and survey	10.00%			16,593.50
Soil & Material Testing	0.01			1,659.35
Cibolo Fee (\$75+.008 x Construction Value)	LS			1,402.48
				19,655.33
Grand Total Hike & Bike Trail and Parkland				\$ 185,590.33
Parkland Improvement Impact Fee (Builer Required):				
Parkland improvement impact fee	Lot	460	600	276,000.00
Less: Koehler tract ("Tract 1")	Lot	-280	600	(168,000.00)
Parkland improvement fee, net				\$ 108,000.00

EXHIBIT C-1

100 YEAR CULVERT CROSSING



Denham-Ramones Engineering
and Associates, Inc.

86' ROW
3-LANE
3680 FT

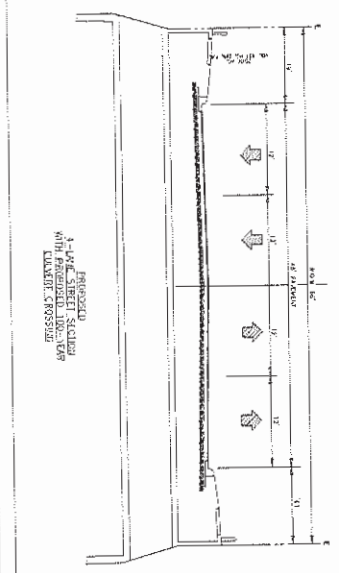
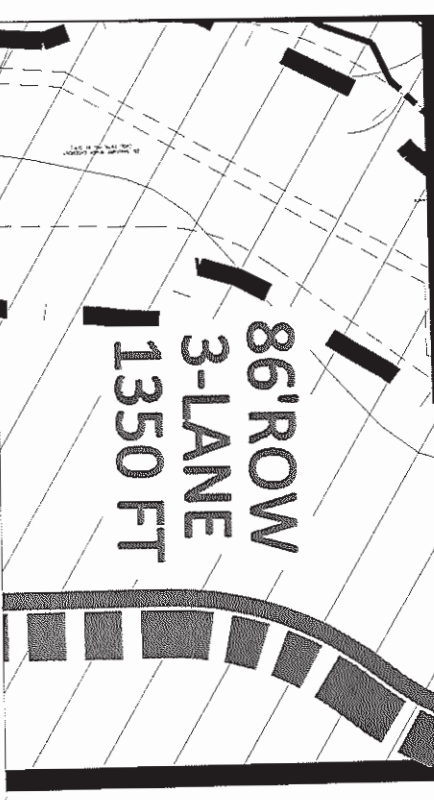
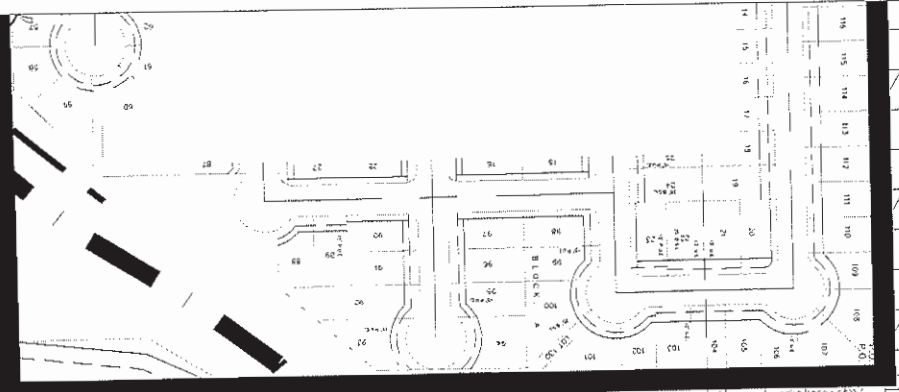
16" WL

DETENTION

100 YEAR
CULVERT

86' ROW
3-LANE
1350 FT

FLOODPLAIN



PROPOSED
4-LANE STREET SECTION
WITH PROPOSED 100-YEAR
FLOODPLAIN CROSSING

Koehler and Veazey Tracts					
Exhibit C-2					
Opinion of Probable Cost - Crossing Structure					
86' ROW					
68' Box Culvert (no median)					
48' Pavement					
				UNIT	
	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
	Crossing Structure:				
	Multiple Box Culvert (8 - 10' x 10')	CY	503	1,275.00	641,325.00
	Headwalls / Wingwalls	CY	30	1,275.00	38,250.00
	Concrete Rip-Rap (6" Thick)	SY	900	100.00	90,000.00
	Pipe Railing	LF	330	85.00	28,050.00
	Subtotal				797,625.00
	Contingency	10.00%			79,762.50
	Total Crossing Structure Construction Costs				
					\$ 877,387.50
	Engineering and survey	10.00%			87,738.75
	Soil & Material Testing	1.00%			8,773.88
	Cibolo Fee (\$75+.008 x Construction Value)	LS			7,094.10
	Grand Total Crossing Structure				
					\$ 980,994.23
	Drainage Impact Fee:				
	Drainage impact fee - SF-2	Lot	460	1015	466,900.00
1	Drainage impact fee - C-1		290	1015	294,350.00
	Total Drainage Impact Fee				
					\$ 761,250.00
1	C-1 Calculation (C-1 acres - Street ROW) x 43,560 x 25% / 1,000))				



Denham-Ramos Engineering
11000 Katy Freeway, Suite 200
Houston, Texas 77058

EXHIBIT D-1

12" WATERLINE



WEIDNER

WEIDNER

EXISTING
(40' ROW)

SCHLATHER PARK

BISON LANE

BUFFALO CROSSING

50' ROW
2-LANE

DETECTION

PIPELINE TRAIL
66' ROW
3-LANE
2580 FT

DETECTION

12" WL

12" WL

86' ROW
3-LANE

86' ROW
3-LANE
3680 FT

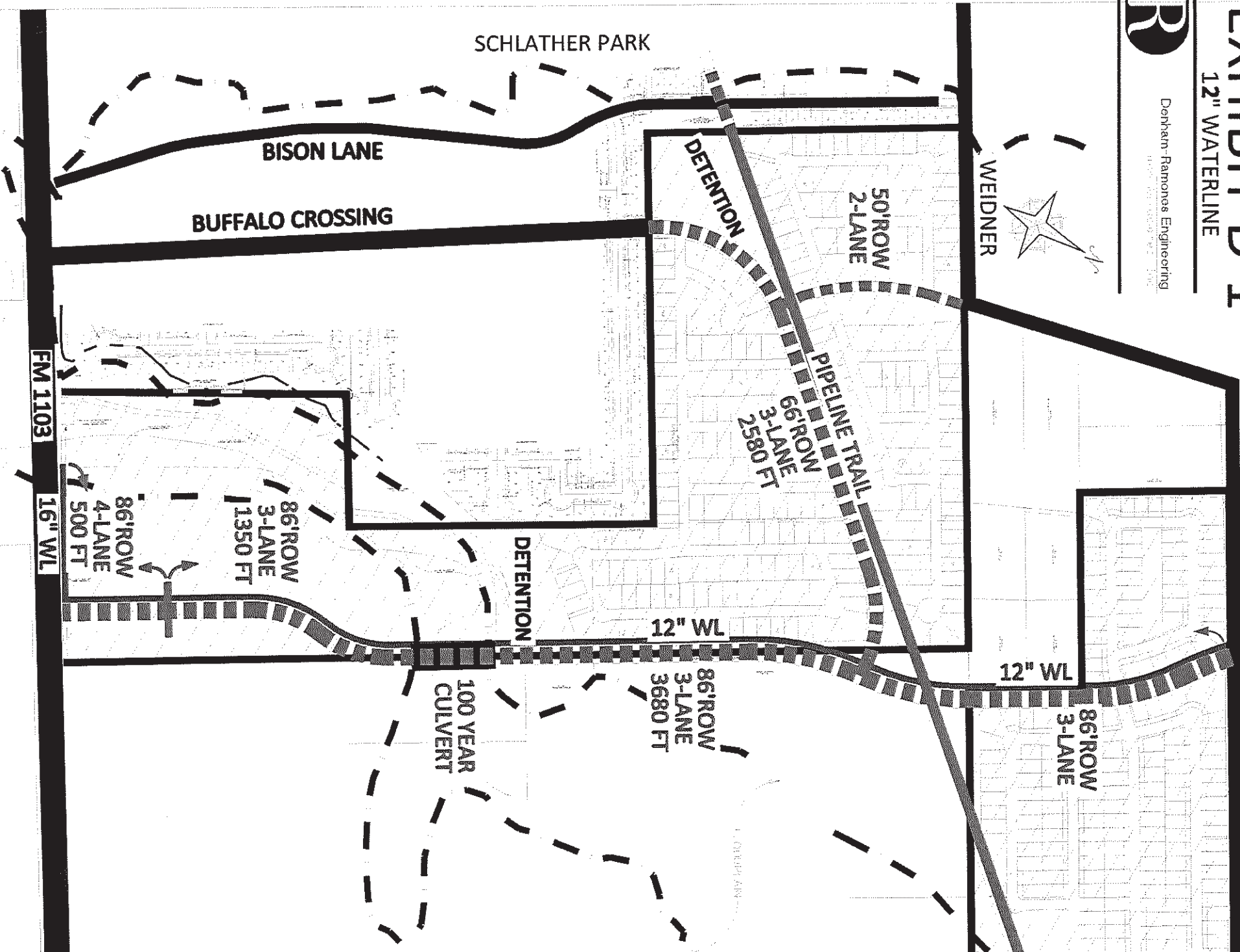
100 YEAR
CULVERT

86' ROW
3-LANE
1350 FT

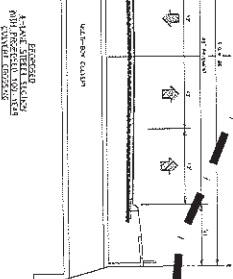
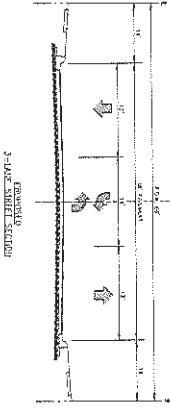
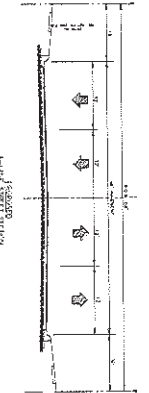
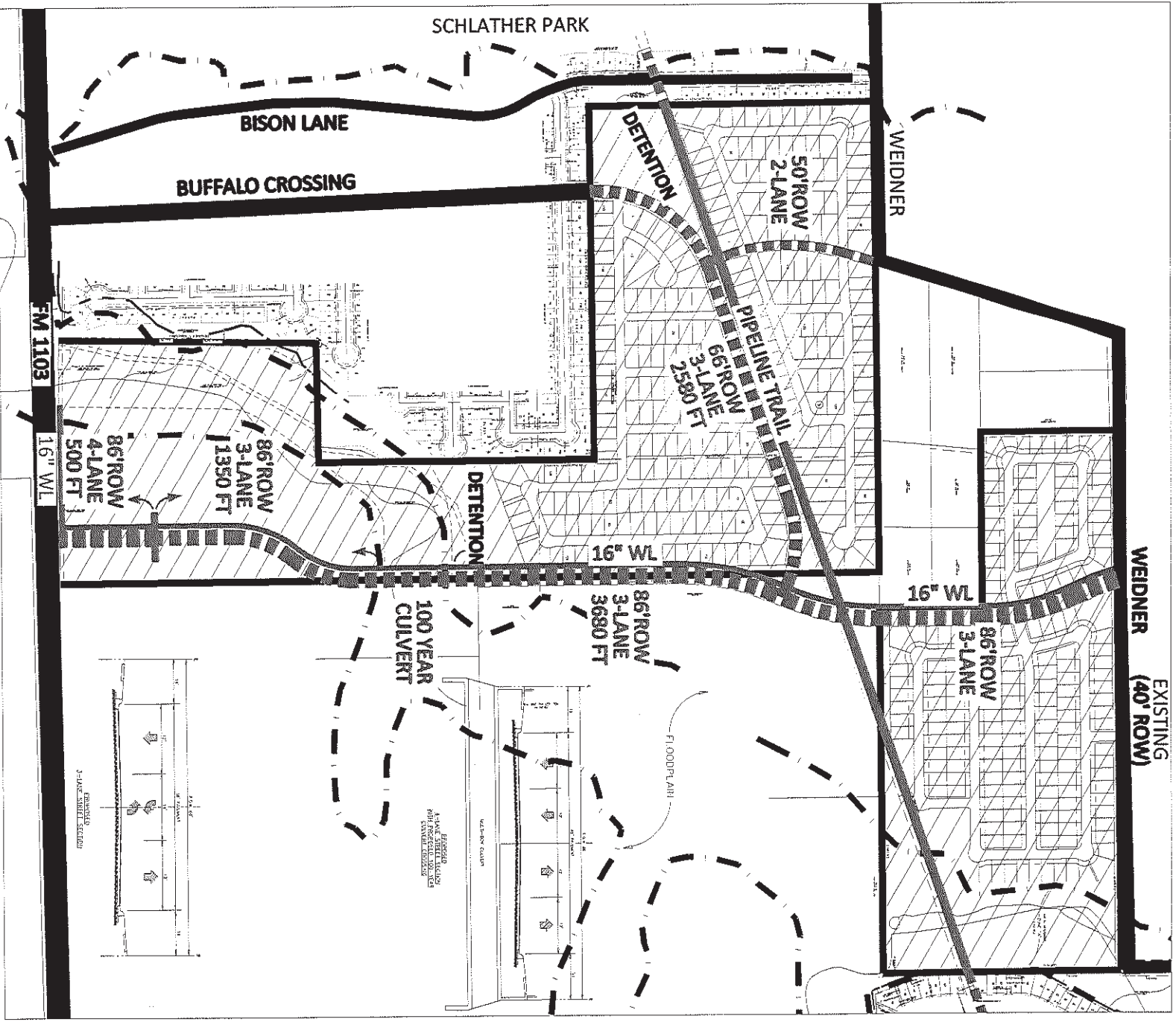
86' ROW
4-LANE
500 FT


FM 1103

16" WL



Koehler and Veazey Tracts								
Exhibit D-2								
Opinion of Probable Cost - Onsite Water Transmission Line System								
					8" Line		12" Line	
				UNIT			UNIT	
	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT		PRICE	AMOUNT
								Difference
	Onsite Water Transmission Line System:							
	PVC C-909 Class 235	LF	6225	50	311,250.00			
	PVC C-905 Class 200	LF	6225				80	498,000.00
	(includes all fittings, hydrants, valves and appurtenances)							
	Subtotal				311,250.00			498,000.00
	Contingency	10.00%			31,125.00			49,800.00
	Total Onsite Water Transmission Line Construction Costs				\$ 342,375.00			\$ 547,800.00
	Engineering and survey	10.00%			34,237.50			54,780.00
	Soil & Material Testing	1.00%			3,423.75			5,478.00
	Cibolo Fee (\$75+.008 x Construction Value)	LS			2,814.00			4,457.40
	Grand Total Onsite Water Transmission Line System				\$ 382,850.25			\$ 612,515.40
	Water Impact Fee:							
	Water impact fee - SF-2		480	3595	1,725,600.00			
	Water impact fee - C-1		120	3595	431,400.00			
	Total Water Impact Fees				\$ 2,157,000.00			
	Total water impact fees to be collected:				\$ 1,927,334.85			





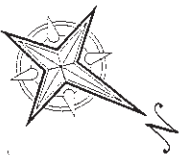
 Denham-Ramones Engineering
 and Associates, Inc.
EXHIBIT E-1
 PRIMARY ARTERIAL

EXHIBIT E-2

EXTENSION OF BUFFALO CROSSING



Denham-Ramones Engineering
and Associates, Inc.



WEIDNER

WEIDNER

50' ROW
2-LANE

PIPELINE TRAIL
66' ROW
3-LANE
2580 FT

DETENTION

DETENTION

16" WL

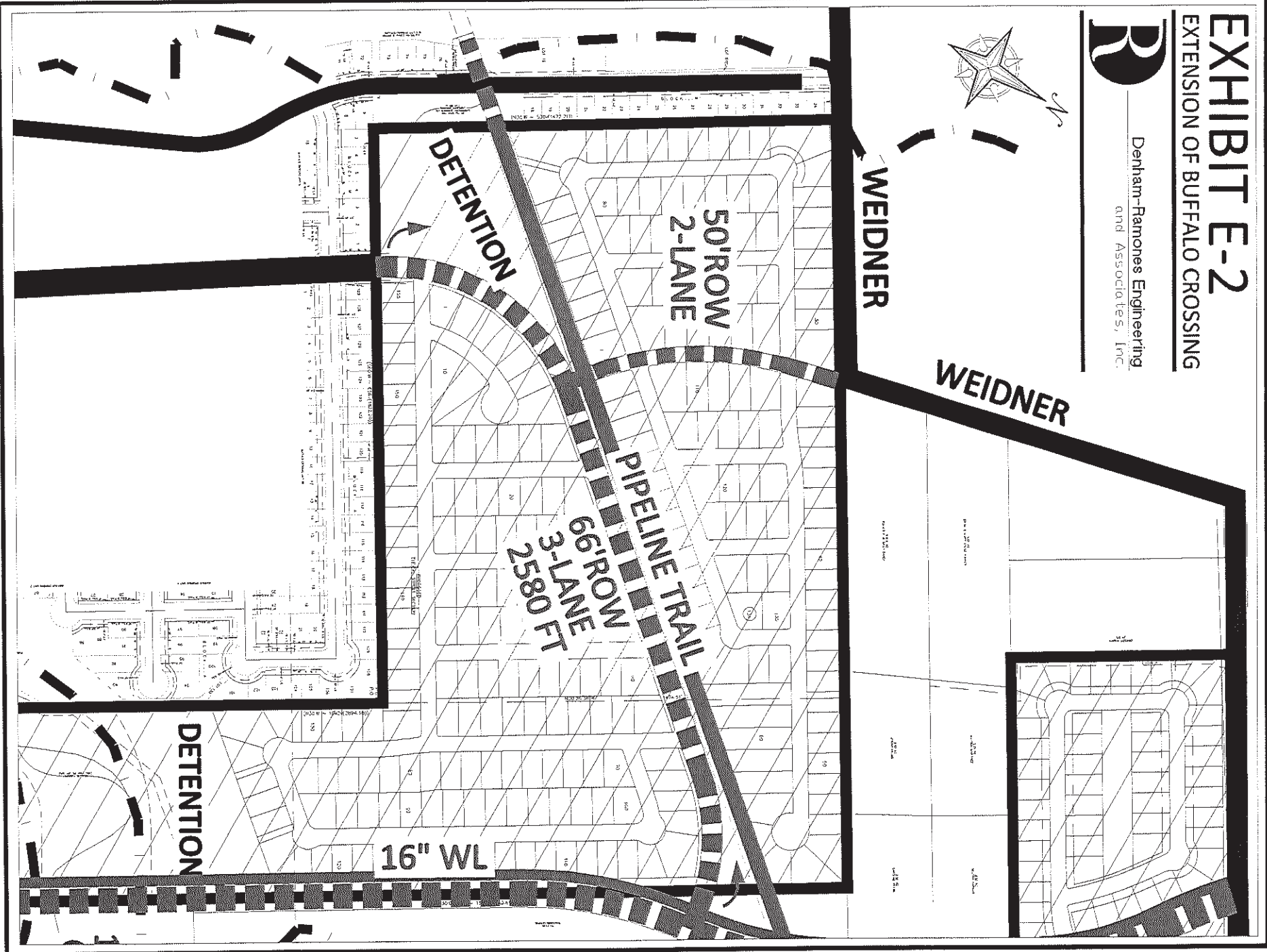
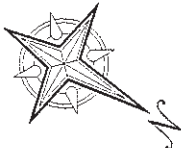
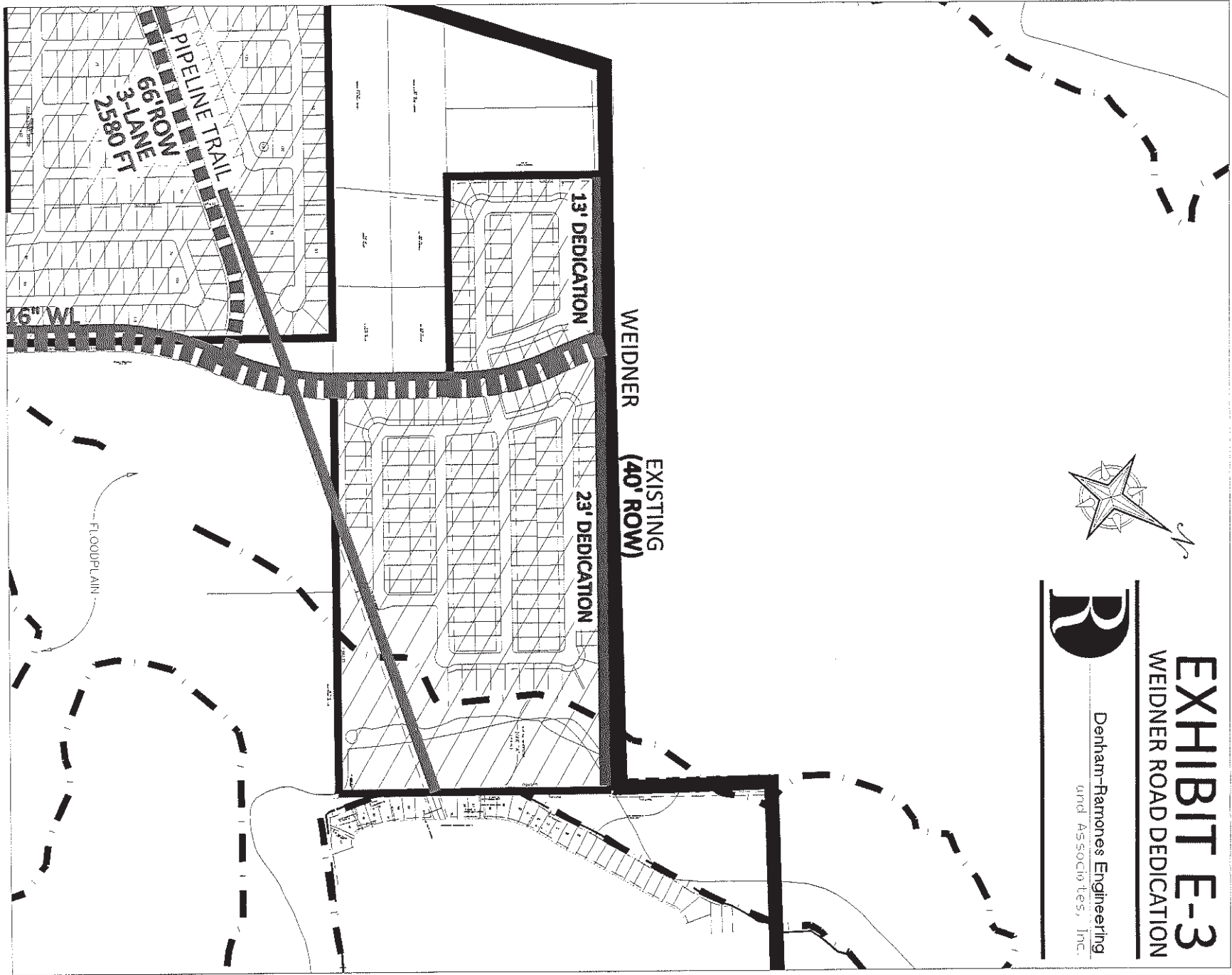


EXHIBIT E-3

WEIDNER ROAD DEDICATION



Denham-Ramones Engineering
and Associates, Inc.



Koehler and Veazey Tracts

Exhibit E -4

Opinion of Probable Cost - Street Improvements

				30' Pavement		62' & 38' Pavement		Difference
				UNIT	AMOUNT	UNIT	AMOUNT	AMOUNT
	UNIT	QTY		PRICE		PRICE		
62' Pavement:								
	LF	500		\$ 130	\$ 65,000.00	\$ 500	\$ 250,000.00	\$ 185,000.00
FM 1103 North 1st 500 LF								
38' Pavement:								
	LF	1350		\$ 130	\$ 175,500.00	\$ 300	\$ 405,000.00	\$ 229,500.00
501 LF to South Side Crossing Structure								
	LF	3680		\$ 130	\$ 478,400.00	\$ 300	\$ 1,104,000.00	\$ 625,600.00
North Side Crossing Structure to Weidner Rd								
	LF	2580		\$ 130	\$ 335,400.00	\$ 320	\$ 825,600.00	\$ 490,200.00
Extension Buffalo Crossing Drive								
Subtotal Street Improvement Construction Costs					\$ 1,054,300.00		\$ 2,584,600.00	\$ 1,530,300.00
Contingency				10%	\$ 105,430.00		\$ 258,460.00	\$ 153,030.00
Total Street Improvement Construction Costs					\$ 1,159,730.00		\$ 2,843,060.00	\$ 1,683,330.00
	AC	1		\$ 28,000	\$ 28,000.00		\$ 28,000.00	\$ -
Land 86' ROW (FM 1103 North 500')								
	AC	2		\$ 28,000	\$ 56,000.00		\$ 56,000.00	\$ -
Land 86' ROW (501' to Zengerle PL)								
	AC	0.4		\$ 28,000	\$ 11,200.00		\$ 11,200.00	\$ -
Land 43' ROW (Zengerle PL to South Side Crossing Structure)								
1	AC	4		\$ 28,000	\$ 112,000.00		\$ 112,000.00	\$ -
Land 43' ROW (North Side Crossing Structure to Weidner Rd.)								
	AC	4		\$ 28,000	\$ 112,000.00		\$ 112,000.00	\$ -
Land 66' ROW								
	10%				\$ 115,973.00		\$ 284,306.00	\$ 168,333.00
Engineering and survey								
	1%				\$ 11,597.30		\$ 28,430.60	\$ 16,833.30
Soil & Material Testing								
	LS				\$ 9,352.84		\$ 22,819.48	\$ 13,466.64
Cibolo Fee (\$75+.008 x Construction Value)								
Grand Total Street Improvements					\$ 1,615,853.14		\$ 3,497,816.08	\$ 1,881,962.94
Transportation Impact Fee:								
		460		\$ 1,090	\$ 501,400			
Transportation Impact Fee - SF-2								
2		497		\$ 1,090	\$ 541,730			
Transportation Impact Fee - C-1								
					\$ 2,658,983.14		\$ 3,497,816.08	\$ 838,832.94
1	Excludes Rosenthal ROW							
2	C-1 Calculation (C-1 acres - Street ROW) x 43,560 x 25% / 1,000 x PM Peak HR Trip Rate))							



Planning and Zoning Commission Staff Report

Discussion/Presentation regarding training for Planning & Zoning Commissioners

Meeting	Agenda Group
Wednesday, September 11, 2024, 6:30 PM	Discussion/Action Items Item: 7C
From	
Kelsee Jordan Lee, Planning & Economic Development Director	

BACKGROUND:

The Planning & Zoning Commission has expressed a desire for additional training regarding the roles and responsibilities of the Commission and the types of cases they take action on. Over the past 18-months, several opportunities have been provided for training that some Commissioners have been able to participate in, including:

- April 19, 2023 - UT Law online conference covering, zoning, subdivisions, site planning, special user permits, and ethics
- December 11, 2023- City Engineer presentation on floodplain
- December 14, 2023 - Texas Water Development Board trainings and handouts
- March 22, 2024 - Alamo Area Council of Governments Planning & Zoning Workshop covering planning and zoning fundamentals, subdivision and platting, planning best practices for special zoning, ETJ, development agreements, and annexation
- April 17-18, 2024 - Texas Water Development Board Floodplain Management 101 covering the National Flood Insurance Program, floodplain management concepts, maps and studies, and ordinance administration
- May 8, 2024 - City Public Works presentation on projects and Capital Improvements
- September 13, 2024 - DNRBSZ legal training conference including land use

Regular and continued training is essential for Planning & Zoning Commissioners and City Staff as planning and zoning decisions often involve complex legal issues around land use and property rights, and trained commissioners and staff are more likely to interpret and apply regulations consistently and fairly. Training improves decision-making as it can help with understanding the technical aspects of planning such as maps, zoning regulations, and interpreting land use plans. This then leads to enhanced community engagement as commissioners and staff are equipped to better communicate with the public and explain what can sometimes be complex issues. Finally, planning and zoning regulations will change over time. Regular training, especially after State legislative sessions, ensure that everyone stays current with new regulations and best practices.

Audrey Guthrie, Senior Counsel, for Hyde Kelley LLP, representing the City Attorney's Office, will present an overview of the role and responsibilities of the Planning & Zoning Commission, ethics, Texas Open Meetings Act, integration with the City's Comprehensive Plan, zoning, and more.

Attachments



HYDE



KELLEY

ATTORNEYS AND COUNSELORS AT LAW

www.txlocalgovlaw.com

CITY OF CIBOLO

*PLANNING AND ZONING COMMISSION TRAINING
2024*



Agenda

- Zoning Commission Rules, Duties and Powers
- Ethics
- Open Meetings Act
- Cibolo Tomorrow – Comprehensive Plan
- Zoning
- Miscellaneous

Zoning Commission Rules, Duties and Powers

State Law

§ 211.001. Purpose

The powers granted under this subchapter are for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance.

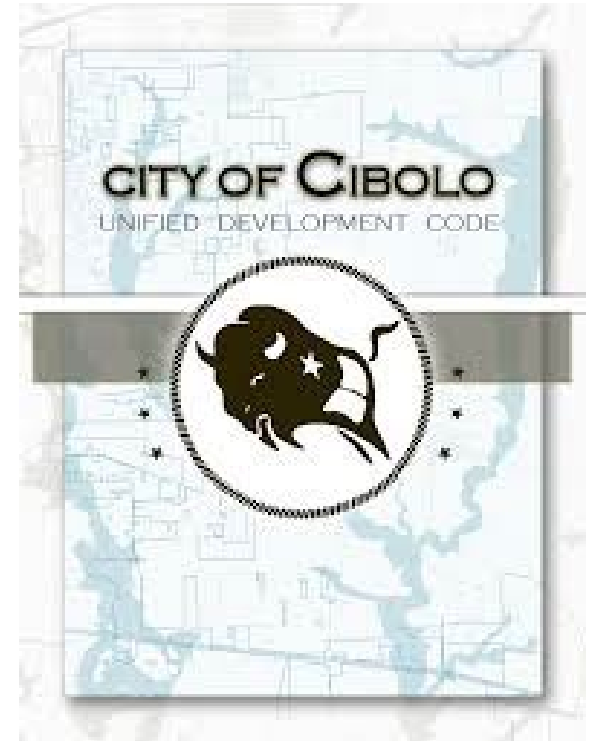
State Law

§ **Sec. 211.007(a)** To exercise the powers authorized by state law, city council must appoint a zoning commission. The commission shall recommend boundaries for the original zoning districts and appropriate zoning regulations for each district.

§ **Sec. 211.007(b)** The zoning commission shall make a preliminary report and hold public hearings on that report before submitting a recommendation to the City Council.

State Law

- The city council may not hold a public hearing or take any action until it receives the recommendation of the Zoning commission.
- This includes any action taken by the Zoning Commission related to zoning designations on property.
 - Creating a new zoning designation
 - Changing a property's zoning designation.



Zoning Commission Rules

- P&Z shall consist of seven members who are appointed and removed by the City Council.
- Chair and Vice Chair are to be elected annually.
- Commissioners shall disqualify themselves from voting when they have a personal or monetary interest in the matter under appeal.

P&Z Duties & Powers

- Comprehensive Plan. Formulate and recommend adoption to the City Council for the orderly growth and development of the City and, from time to time, recommend changes to the city plan.
- Zoning. Hold public hearings and make recommendations to the City Council relating to the creation, amendment, & implementation of zoning regulations and districts.
- City Ordinances. Exercise all powers as to the approval or disapproval of plans, plats, or replats and vacations of plans, plats, or replats required by local ordinances.

Council/Staff Duties & Powers

- The City Council is responsible for:
 - appointing and removing members of the Planning and Zoning Commission.
 - hear and render decisions on applications for original zoning or proposed amendments, to the official zoning map,
 - take final action on UDC amendments,
 - take final action on certain appeals and non-zoning related variances from the UDC,
 - take final action on decisions by the Planning and Zoning Commission and City staff in the administration of this UDC.
- Staff is responsible for:
 - Detailed report on all requests reviewing P&Z options, legal considerations, a technical recommendation and an analysis of whether each request conforms to City codes, ordinances and goals.
 - Providing pertinent maps & supporting documents that have a bearing on each request.

Ethics

Positive Impact of Planning

- Save money
- Sets expectations
- Supports economic development
- Provides a forum for engaging the entire community
- Promotes public health
- Mitigates hazards
- Increases equity and reduces barriers to opportunities
- Reduces environmental damages and conserves important community resources
- Helps establish the need for historical site preservation

Public Service Ethics

Public officials and appointed committee and commission members adhere to the following:

- Comply with both the letter and spirit of the laws and policies affecting government operations and processes;
- Be independent, impartial and fair in their judgment and actions;
- Prioritize the public good when fulfilling duties as a public servant and avoid any appearance that title or position is used for personal gain; and
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

Public Service Values

Fairness

Compassion

Respect for
Others

Responsibility

Integrity

Public Trust

Vision

Open Meetings Act

Open Meetings Act

“The Act is intended to safeguard the public’s interest in knowing the workings of its governmental bodies.”

- Commission is limited to taking action on items posted on the agenda.
- Commission may discuss items not on agenda, but discussion is limited as to when to place the item on a future agenda.
- Public may raise any matter not on agenda but Commission can not discuss.
- As long as no formal action is taken and any discussion of public business is incidental to the event, a governmental body does not “meet” when a quorum gathers at a: social function, convention or workshop (regional, state, or national), ceremonial event, press conference, and candidate forum.

Open Meetings Act

“A governmental body shall give written notice of the date, hour, place, and subject of each meeting held by the governmental body.”

- Notice must apprise the general public of subjects the governmental body will consider at a meeting.
- An action taken by a governmental body in violation of this chapter is voidable.
- An interested person, including a member of the news media, may bring an action by mandamus or injunction to stop, prevent, or reverse a violation or threatened violation of the Act.
- A court may assess costs and attorney fees to the prevailing party.

Open Meetings Act – “Walking Quorum”

“Every regular, special, or called meeting of a governmental body shall be open to the public, except as provided by this chapter.”

- S.B. 1640 (Sept 2019) relating to changing the criminal offense of conspiracy to circumvent the open meetings law.
- Redefines “deliberation” to include a verbal or written exchange between a quorum of the Council.
- Retitles the criminal conspiracy provision from “conspiracy to circumvent chapter” to “prohibited series of communications”.

Open Meetings Act - “Walking Quorum”

“The provisions of the Open Meetings Act should be liberally construed to effect its purpose.”

New legislation provides that a public official (includes zoning commissioner) commits an offense if the member:

- (1) knowingly engages in at least one communication among a series of communications that each occur outside of a meeting authorized and that concern an issue within the jurisdiction of the Board in which the members engaging in the individual communications constitute fewer than a quorum of members; **and**
- (2) knew at the time the member engaged in the communication, that the series of communications:
 - (a) involved or would involve a quorum; and
 - (b) would constitute a deliberation once a quorum of members engaged in the series of communications

Cibolo Tomorrow – Comprehensive Plan



The Comprehensive Master Plan.

Amendments to Comprehensive Plan are initiated from Council, staff, or property owner and passed with P&Z input

Includes:

- Proposed zoning designations
- Descriptive uses
- Include City and ETJ



Goals of Plan:

- Lessen congestion
- Secure safety from fire, panic & other dangers
- Promote health & general welfare
- Adequate light and air
- Prevent overcrowding
- Provide for transportation, water, sewage, schools, parks & other public necessities Sec. 211.004



- Zoning Ordinances must be adopted in accordance to plan.
- Zoning decisions are easier to defend in court if consistent with plan.
- Commission should look to staff to guide its determination that its official actions are consistent with the comprehensive plan and to “tie” the plan to individual zoning decisions.

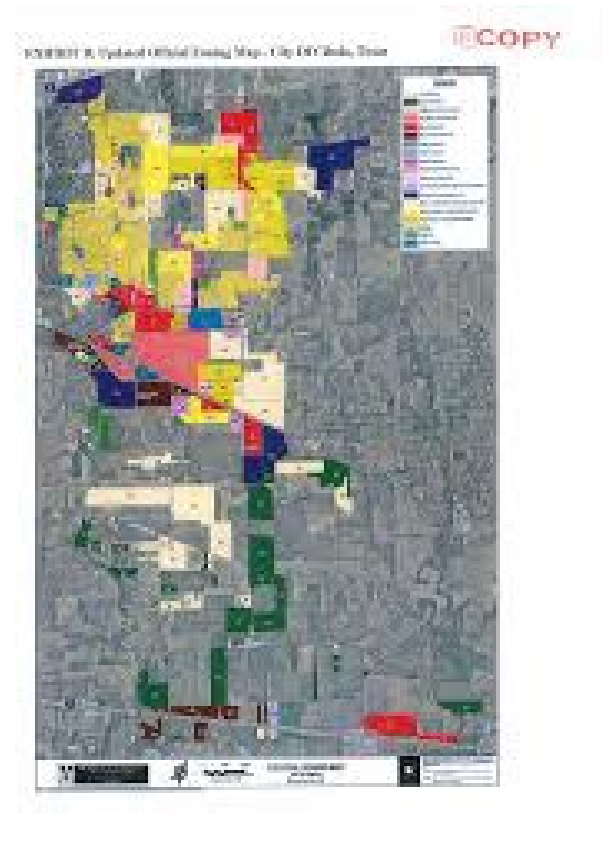
Zoning

Zoning Regulations

TLGC 211.004(a) Zoning regulations must be adopted in accordance with a comprehensive plan and must be designed to:

- (1) lessen congestion in the streets;
- (2) secure safety from fire, panic, and other dangers;
- (3) promote health and the general welfare;
- (4) provide adequate light and air;
- (5) prevent the overcrowding of land;
- (6) avoid undue concentration of population; or
- (7) facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements.

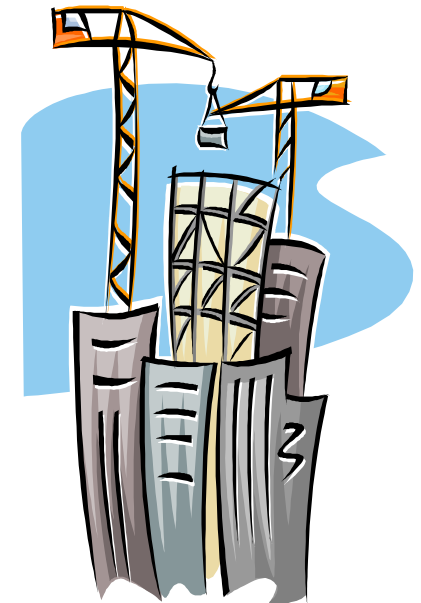
Evidence should be presented to show zoning rules further one of these purposes.



Zoning Regulations

Inside City Limits

- Limit height of building
- Limit percentage of lot used
- Limit the amount of density
- Limit where manufacturing plants are located
- Limit alteration, reconstruction, razing of buildings in areas of historic importance



Zoning Regulations

Inside the ETJ

- Limit height of building
- Limit percentage of lot used
- Limit the amount of density
- Limit where manufacturing plants are located
- Limit alteration, reconstruction, razing of buildings in areas of historic importance



Avoiding Challenges to Zoning

- Following UDC, Comprehensive Plans, FLUM
- Strongly considering staff/City Engineer recommendations
- Changes to plan are based on changed conditions which require amended plan
- Uniformly applied
- Notice & records of all hearings
- Limit the reduction of economic value
- No conflict of interest
- No discrimination



Spot Zoning – General Municipal Law

Spot zoning is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit or detriment of the owner of such property.



Must look to adjacent uses and consistency with the Comprehensive Plan.

Contract Zoning – General Municipal Law

Contract zoning is an agreement where the city binds itself to rezone land in return for the landowner's promise to use or not use his property in a certain manner.

When a city binds itself to enact a requested ordinance, the municipality acts without legislative power. Therefore, contract zoning is invalid because the city surrenders its authority to determine proper land use and bypasses the entire legislative process.

Only courts can make a true determination of when Contract zoning occurs



Miscellaneous

Negotiations

Bilateral negotiations = contract zoning
= illegal

Unilateral negotiations = conditional
zoning = OK

Beware of glossy promises for
businesses. You are approving a
category of uses or structures, NOT:

- certain specific use
- specific franchise/business.

Following look like negotiations, but are
discussions to understanding specific
conditions:

- Development Agreement (P&Z
doesn't review)
- Conditional Use Permits
- Mixed Use Regional Employment
Center (MURE)
- Planned Unit Development (PUD)

How Much Discretion?

Legislative –

BROAD DISCRETION

Adopting or Amending:

- Comprehensive Plan
 - Zoning
 - Planning
- Unified Development Code
- Future Land Use Map
- Exception
 - ETJ – limited discretion

Ministerial –

VERY LITTLE DISCRETION

Approval/Disapproval of Plans & Plats. Sit as a review board to see if it meets prior legislation only.

Three options:

1. Approve
2. Approve with conditions*
3. Disapprove *

*conditions or disapprove - City must provide a WRITTEN STATEMENT articulating each condition or reason for disapproval AND a citation to the statute or ordinance that forms the basis. TLGC. 212.0091

Platting

- No Discretion
- P&Z has 30 days to disapprove after the date the plat is filed with the City, or it is approved by law. Plans no longer included in shock clock.
- Tabling does NOT stop/pause the clock.
- P&Z can NOT request/require applicant to pause the clock.
- City Council has 30 days after plan/plat approved by action or inaction by P&Z to disapprove, or it is approved by law

Any questions?

Comments?

Need help with an issue?

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Planning and Zoning Commission Staff Report

Staff Update

Meeting	Agenda Group
Wednesday, September 11, 2024, 6:30 PM	UDC, CIP, Master Plan and Staff Updates Item: 8A
From	
Susana Huerta, Assistant Planning Director	

Attachments

[9-11-2024 Staff Update](#)

Planning Department - Staff Update

September 11, 2024

Site Plans currently in review

Project	Description
504 Pfeil	Tattoo Studio
Dorado Multi-Family	Multi-Family development
108 Cibolo Drive	Animal Shelter
Cibolo Creek Center	Gas Station

To follow permitted projects, visit our [website](#) for an interactive map on Current Development.

Site Plans recently approved

Project	Description
Signature Plating	Building Expansion
Scooters Coffee	Drive-Thru Coffee
Everyday Christian Fellowship	Structure/parking
Turning Stone C7 Lot 3	Retail center
133 Motts Parkway	Tow Yard
10833 IH-10	Temporary Concrete Batch Plant

Plats currently in review

Project	Application Type
Saddle Creek Ranch Unit 9A (agenda item)	Final Plat
Buffalo Crossing II Knights Crossing Phase 2 (agenda item)	Preliminary Plat
504 Pfeil Road	Minor Plat
304 S Main Street	Minor Plat

P&Z Recommendations/City Council Action

Agenda item	P&Z recommendation	date	City Council action	date
Cibolo Farms Unit 2 Final Plat	Approval	8/14/2024	Approved	8/27/2024
P. Terry's Comprehensive Sign Program	Approval	8/14/2024	Approved	8/27/2024
Scooters Sign Variance	Disapproval	8/14/2024	Withdrawn	8/27/2024
252 W Borgfeld Road Conditional Use Permit (CUP) Local Convenience Store w/ Fuel Sales	Disapproval	8/14/2024	TBD	9/10/2024
Old Wiederstein Self Storage Facility	Approval	8/14/2024	TBD	9/10/2024

Whataburger Sign Program	Approval	8/14/2024	TBD	9/10/2024
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