

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
DECEMBER 9, 2025 – 6:00 PM

A quorum of the City Council will be present during the meeting at: 447 N Main, Boerne, TX 78006.

1. CALL TO ORDER – 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

(Honor the Texas flag, I pledge allegiance to thee, Texas – one state under God, one and indivisible.)

2. CONFLICTS OF INTEREST

3. PUBLIC COMMENTS: This is the opportunity for visitors and guests to address the City Council on any issue, in compliance with LGC Section 551.007. City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. (Attorney General opinion – JC-0169)

4. CONSENT AGENDA: All items listed below within the Consent Agenda are considered to be routine by the City Council and may be enacted with one motion. There will be no separate discussion of items unless a Council Member or citizen so requests, in which event the item may be moved to the general order of business and considered in its normal sequence.

- A. [2025-599](#) CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING OF NOVEMBER 18, 2025.

Attachments: [Minutes.25.1118](#)

- B. [2025-596](#) CONSIDER RESOLUTION NO. 2025-R88; A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTRACT WITH ENVIRONMENTAL IMPROVEMENTS, INC. TO REPLACE ONE CLARIFIER ASSEMBLY AT THE OLD SAN ANTONIO ROAD WASTEWATER TREATMENT AND RECYCLING CENTER (WWTRC) FOR AN AMOUNT NOT TO EXCEED \$130,000.

Attachments: [AIS WWTRC Clarifier Drive](#)
 [Resolution No. 2025-R88](#)
 [EI2 -Sole Source Letter Xylem](#)
 [Boerne Clarifier drive replacment proposal](#)

- C. [2025-608](#) CONSIDER RESOLUTION NO. 2025-R89; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND KENDALL COUNTY, TEXAS FOR LIBRARY SYSTEM SERVICES.

Attachments: [2025- - AIS COB and Kendall County ILA Library Services 2025-2026.docx](#)
 [Resolution No. 2025-R89](#)
 [First Amendment to Agreement for Patrick Heath Public Library City of Boerne](#)

- D. [2025-610](#) CONSIDER RESOLUTION NO. 2025-R90; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR FLOCK AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS LOCATED WITHIN STATE RIGHTS-OF-WAY INSIDE THE CITY LIMITS OF BOERNE.

Attachments: [AIS Flock Safety 12092025](#)
 [Resolution No. 2025-R90](#)
 [MUA Supplemental Agreement-Final-LPR Dec 2025](#)
 [TXDOT Insurance](#)
 Boerne PD Camera Locations

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2025-612](#) CONSIDER A ONE-TIME READING OF ORDINANCE NO. 2025-20;
AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER
SECTION 3.11.A. (As described below)
- B. [2025-593](#) CONSIDER ORDINANCE NO. 2025-20; AN ORDINANCE OF THE
CITY OF BOERNE, TEXAS REPEALING AND REPLACING
ORDINANCE NO. 2023-18 AND ESTABLISHING CREDITS FOR
WATER CONSERVATION MEASURES.

Attachments: [AIS Impact Fee Ordinance Update](#)
[Ordinance No. 2025-20](#)
[Wastewater Credits.Memo.WMM.10312025](#)

6. RESOLUTIONS:

- A. [2025-597](#) CONSIDER RESOLUTION NO. 2025-R91; A RESOLUTION OF THE
CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES
CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR
ADDITIONAL DESIGN SERVICES FOR THE GBRA WATER MAIN
EXTENSION PROJECT FOR AN AMOUNT NOT TO EXCEED
\$26,990.00.

Attachments: [AIS GBRA Delivery Pipeline Design Phase Services Amendment - Kimley-H](#)
[Resolution No. 2025-R91](#)
[Kimley Horn Amendment No. 2 GBRA Delivery Pipeline CostProposal 2](#)

7. CITY MANAGER'S REPORT:

- A. [2025-611](#) PRESENTATION ON WASTE MANAGEMENT UPDATE.
- B. [2025-022](#) MONTHLY PROJECTS REPORT.

8. COMMENTS FROM COUNCIL – No discussion or action may take place.

9. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE:

- A. [2025-602](#) SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY:
DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF
REAL PROPERTY. (Medical Dr.)

- B. [2025-609](#) SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY TO
DISCUSS SB-2038, PROCESS FOR PETITIONS FOR RELEASE FROM
THE CITY'S EXTRATERRITORIAL JURISDICTION.

10. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING
TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.

11. ADJOURNMENT

CERTIFICATION

**I hereby certify that the above notice of meeting was posted on the 3 day of
December, 2025 at 4:00 p.m.**

s/s Lori A. Carroll
City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

**The City Hall is wheelchair accessible. Access to the building and special parking is
available at the northeast entrance of the building. Requests for auxiliary aides
and special services must be received forty-eight (48) hours prior to the meeting
time by calling the City Secretary at 830-249-9511.**

Pursuant to Section 30.06 Penal Code (trespass by license holder with a concealed
handgun), a person licensed under Subchapter H, Chapter 411, Government Code
(handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to section 30.07 Penal Code (trespass by license holder with an openly
carried handgun), a person licensed under Subchapter H, Chapter 411, Government
Code (handgun licensing law), may not enter this property with a handgun that is
carried openly.

MINUTES
SPECIAL CALLED CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
NOVEMBER 18, 2025 – 6:00 PM

Minutes of the Special Called City Council Meeting of November 18, 2025.

Present: **6 -** Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council Member Joe Bateman, Council Member Kyle Mickelsen, Council Member Bret A. Bunker, and Council Member Joseph Macaluso

Staff Present: Ben Thatcher, Sarah Buckelew, Jeff Carroll, Lori Carroll, Manny Casarez, Nathan Crane, Susan Finch, Maria Garcia, Lissette Jimenez, Mike Mann, Mick McKamie, Steve Perez, Mike Raute, Chris Shadrock, Natalie Shults, Andrea Snouffer, Kristy Stark, Robert Taylor, Chastity Valdes, and Toby Vicknair. Various members of the Boerne Fire Academy and Boerne fire department.

Recognized / Registered Guests: Heather Bateman, Dana Mathes, Paula Rieker, Kristi Ackerman, Carole Marshall, and Nick Goodwin

1. CALL TO ORDER – 6:00 PM

Mayor Ritchie called the City Council Meeting to order at 6:00 p.m.

Mayor Ritchie called on Rev. Kimberly Burke from the First United Methodist Church to provide the Invocation.

Mayor Ritchie led the Pledge of Allegiance to the United States Flag and to the Texas Flag.

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. RECOGNIZE THE 2025 CITIZENS FIRE ACADEMY GRADUATES.

Mayor Ritchie called on Fire Chief Manny Casarez, who then introduced Lt. Toby Vicknair to recognize the 2025 Citizens Fire Academy graduates. Lt. Vicknair provided a brief history of the program, outlining the training involved and the hands-on experiences participants received. He also noted that applications for next year's academy can be submitted online.

4. PUBLIC COMMENTS:

Dana Mathes, 164 Creek Springs - spoke regarding the Buc-ee's development.

Paula Rieker, 101 Creek Springs - spoke regarding the Buc-ee's development.

Kristi Ackerman, 623 Menger Springs - spoke regarding the Buc-ee's development.

5. CONSENT AGENDA:

Council Member Mickelsen asked that Consent Agenda item 5.D. be removed from the Consent Agenda for discussion.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE CONSENT AGENDA ITEMS 5. A, B, C, AND E AS PRESENTED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Mickelsen, Council Member Bunker, and Council Member Macaluso

A. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING OF OCTOBER 23, 2025 (STATE OF THE CITY) AND THE SPECIAL CALLED CITY COUNCIL MEETING OF

OCTOBER 27, 2025.

- B. CONSIDER THE MAYORAL APPOINTMENT OF CHRISTINA CHENEY TO THE LIBRARY ADVISORY BOARD.
- C. CONSIDER ON SECOND READING ORDINANCE NO. 2025-19; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, GRANTING A SPECIAL USE PERMIT (SUP) TO ALLOW A DRIVE-THRU IN THE C3 REGIONAL COMMERCIAL DISTRICT WITHIN THE SCENIC INTERSTATE OVERLAY DISTRICT AT 31500 INTERSTATE 10 (KAD# 309883).; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE. (Scooter's Coffee)
- E. CONSIDER RESOLUTION NO. 2025-R85; A RESOLUTION DESIGNATING THE CITY'S QUARTERLY ALLOCATION OF GROUNDWATER PRODUCTION AS IT PERTAINS TO THE CITY'S WITHDRAWAL PERMIT FROM COW CREEK GROUNDWATER CONSERVATION DISTRICT TO 15, 35, 35, AND 15 PERCENT FOR CALENDAR YEAR 2026. (Annual withdrawal permit with Cow Creek)
- D. CONSIDER RESOLUTION NO. 2025-R84; A RESOLUTION DESIGNATING THE CITY'S ANNUAL COMMITMENT FOR WATER FROM THE GUADALUPE-BLANCO RIVER AUTHORITY AS PART OF THE WESTERN CANYON REGIONAL WATER SUPPLY PROJECT TO INCREASE THE ANNUAL COMMITMENT OF WATER FOR CALENDAR YEAR 2026 TO 2,165 ACRE-FEET. (Annual Commitment with GBRA)

Council Member Mickelsen verified that the City pays GBRA for the full amount of water it has committed to. Utilities Director Mann explained that the City pays for this commitment as a constant flow-meaning the amount cannot be decreased, only increased. Council Member Mickelsen also asked how staff determines the amount to request for an increase. Director Mann explained that the determination is based on system demand.

A MOTION WAS MADE BY COUNCIL MEMBER MICKELSEN, SECONDED BY COUNCIL MEMBER BATEMAN, TO APPROVE RESOLUTION NO. 2025-R84; A RESOLUTION DESIGNATING THE CITY'S ANNUAL COMMITMENT FOR WATER FROM THE GUADALUPE-BLANCO RIVER AUTHORITY AS PART OF THE WESTERN CANYON REGIONAL WATER SUPPLY PROJECT TO INCREASE THE ANNUAL COMMITMENT OF WATER FOR CALENDAR YEAR 2026 TO 2,165 ACRE-FEET. (ANNUAL COMMITMENT WITH GBRA). THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Mickelsen, Council Member Bunker, and Council Member Macaluso

REGULAR AGENDA:

6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

A. RECEIVE FISCAL YEAR 2026 PATRICK HEATH PUBLIC LIBRARY MASTER PLAN.

Mayor Ritchie called on Library Director Natalie Shults. Director Shults explained that, in order to receive accreditation, the Texas State Library and Archives Commission requires public libraries to maintain a long-range plan that must be reviewed and approved by the City Council at least every five years. She noted that the City retained the services of Fast Forward Libraries to assist in this process. As part of their work, they conducted a community survey and met with various community leaders. Director Shults then presented the PHPL Strategy Map along with the strategic directions and initiatives included in the plan.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MACALUSO, THAT THIS BE APPROVED RECEIVE FISCAL YEAR 2026 PATRICK HEATH PUBLIC LIBRARY MASTER PLAN.. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Mickelsen, Council Member Bunker, and Council Member Macaluso

B. RECEIVE THE FOURTH QUARTER FINANCIAL AND INVESTMENT REPORT FOR THE PERIOD ENDED SEPTEMBER 30, 2025.

Mayor Ritchie called on Finance Director Sarah Buckelew. Director Buckelew outlined the budget cycle and noted that she was presenting the year-end report. She reviewed the 12-month activity and return, interest revenues, the fiscal year investment strategy, and preliminary results for Fiscal Year 2025. She also highlighted notable transactions within the Governmental Funds and General Fund and discussed revenues across various funds.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY MAYOR PRO TEM WOLOSIN, TO RECEIVE AND APPROVE THE FOURTH QUARTER FINANCIAL AND INVESTMENT REPORT FOR THE PERIOD ENDED SEPTEMBER 30, 2025. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Mickelsen, Council Member Bunker, and Council Member Macaluso

7. RESOLUTIONS:

A. CONSIDER RESOLUTION NO. 2025-R86; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AMENDING COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS PURSUANT TO SECTION 3.05 OF THE BOERNE HOME RULE CHARTER. (Discussion and Action on Council Member and Mayor Stipends.)

Mayor Ritchie called on City Manager Ben Thatcher, who reminded the Council of the discussion held in September. He noted that the City Charter gives the Council the option to consider compensation and that stipends have remained unchanged since 2004. He presented a proposal to double the stipends to \$400 per month for the Mayor and \$300 per month for Council Members. The change would take effect following the next general election. The budget impact for the current fiscal year is \$1,500.

A MOTION WAS MADE BY COUNCIL MEMBER BATEMAN, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE RESOLUTION NO. 2025-R86; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AMENDING COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS PURSUANT TO SECTION 3.05 OF THE BOERNE HOME RULE CHARTER. (DISCUSSION AND ACTION ON COUNCIL MEMBER AND MAYOR STIPENDS.). THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Mickelsen, Council Member Bunker, and Council Member Macaluso

B. RECEIVE BIDS AND CONSIDER RESOLUTION NO. 2025-R87; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDED THE CONTRACT FOR PLANT STREET PARKING LOT IMPROVEMENTS TO _____ FOR AN AMOUNT NOT TO EXCEED \$_____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.

Mayor Ritchie called on Engineering and Mobility Director Jeff Carroll. Director Carroll displayed a map showing the location of the Plant Street parking lot and provided a brief history of the property. He noted that a concept study was conducted in 2023 and design plans were completed in 2025. The project went out for bids, and four bids were received. The plan maintains the same number of parking spaces and provides access from both Plant and Mesquite Streets. Director Carroll also presented the proposed signage for the lot. A discussion followed regarding the budgeted amount versus the low bid received.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY MAYOR PRO TEM WOLOSIN, TO RECEIVE BIDS AND APPROVE RESOLUTION NO. 2025-R87; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDED THE CONTRACT FOR PLANT STREET PARKING LOT IMPROVEMENTS TO ML CONTRACTING, INC. FOR AN AMOUNT TO INCLUDE CONTINGENCY NOT TO EXCEED \$539,826.65; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Mickelsen, Council Member Bunker, and Council Member Macaluso

8. CITY MANAGER'S REPORT:

Mayor Ritchie called on City Manager Ben Thatcher.

A. DICKENS ON MAIN UPDATE.

City Manager Thatcher called on Parks and Recreation Director Lissette Jimenez. Director Jimenez provided a recap of the 2024 Dickens on Main event, including attendance statistics. She discussed anticipated changes for this year, new additions, and street closure information, including details for the Weihnachts Parade the following Saturday. She highlighted the use of new barricades for street closures and noted that, due to construction at Adler, the detour routes have changed. She also mentioned that the Tree Lighting Ceremony will take place Friday evening and that all activities are free to the public.

B. WATER TREATMENT PLANT PILOT STUDY PRESENTATION.

City Manager Thatcher asked Utilities Director Mike Mann to provide an update on the Pilot Study for the Boerne City Lake Water Treatment Plant, which began last year. Director Mann noted that the original plant, constructed in 1978, established a diversified water supply and meets regulatory requirements. He discussed the water demand model, based on 2023 usage, for a service population of 50,000. In the near term, the City will operate two plants: the existing water treatment plant and a new plant. Director Mann explained the proposed treatment process for the new facility, which will be located adjacent to the current plant. The anticipated cost for the new plant is \$24 million, and it will be designed to allow future expansion. Construction is expected to be completed by 2030.

City Manager Thatcher wished everyone a Happy Thanksgiving and safe travels. He expressed gratitude for being associated with the City of Boerne, thanked each Council Member and other community partners, and recognized the

contributions of City staff.

9. COMMENTS FROM COUNCIL – No discussion or action may take place.

Council Member Macaluso wished everyone a Happy Thanksgiving. He praised staff for their great presentation on Dickens on Main and shared that he will have family attending the event from out of state this year. He also noted that he attended the One Water Conference in Wimberley last Friday, where Boerne was recognized as the first municipality to join and present for the One Water initiative. He emphasized that everyone at the conference knows Boerne is a leader in this area. Approximately 60 people attended the meeting. Council Member Macaluso also acknowledged the dedication of staff, noting they don't always receive enough credit.

Council Member Bunker wished good luck to the Greyhounds and the Champion football team as they advance to the playoffs, and shared that the Boerne High Starlets will perform in the Macy's Thanksgiving Day Parade.

Council Member Mickelsen expressed appreciation for all the insightful presentations this evening and for the efforts that keep Boerne a welcoming community for visitors.

Mayor Pro Tem Wolosin shared that last year he challenged a social media poster to list three things they were thankful for but did not receive a response. He then listed his own: appreciation for officials and those serving on boards and commissions, gratitude for the community and its wonderful downtown, and thankfulness to staff for keeping the City running smoothly.

Council Member Bateman noted that everyone shares a common goal and desired outcome. He congratulated the schools and mentioned that buses are available for those wishing to attend the football playoffs in Laredo, with tickets available through social media.

Mayor Ritchie expressed daily gratitude for living in Boerne and for those who contribute to making the community wonderful. He also thanked staff and recognized the undefeated 7th and 8th grade girls' soccer teams at the middle

school north campus. He encouraged everyone to enjoy Dickens on Main, emphasized the importance of appreciating life, and reminded the community not to take it for granted.

10. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE:

Mayor Ritchie convened the City Council into Executive Session at 7:42 p.m.

- A. SECTION 551.071 - CONSULTATION WITH ATTORNEY: TO SEEK LEGAL ADVICE FROM THE CITY ATTORNEY REGARDING THE CITY'S AUTHORITY AND LEGAL OBLIGATIONS CONCERNING PROVISION OF WATER SERVICE TO DEVELOPMENTS OUTSIDE CITY LIMITS AND RELATED ANNEXATION REQUIREMENTS.**

No action was taken.

- B. SECTION 551.074 - PERSONNEL MATTERS: RELATED TO THE CITY MANAGER'S EVALUATION.**

No action was taken.

11. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.

Mayor Ritchie reconvened the City Council into Open Session at 8:44 p.m.

12. ADJOURNMENT

Mayor adjourned the City Council meeting at 8:44 p.m.

Approved:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	December 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R88; A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTRACT WITH ENVIRONMENTAL IMPROVEMENTS, INC. TO REPLACE ONE CLARIFIER ASSEMBLY AT THE OLD SAN ANTONIO ROAD WASTEWATER TREATMENT AND RECYCLING CENTER (WWTRC) FOR AN AMOUNT NOT TO EXCEED \$130,000.
Contact Person	Terry Nolan – Utilities Operations Administrator Michael Mann – Utilities Director
Background Information	<p>The Old San Antonio Road Wastewater Treatment and Recycling Center uses backup treatment units to meet TCEQ standards. After biological treatment, the water flows into clarifier basins where reclaimed water is separated from biomass (sludge). In both clarifiers, sludge settles to the bottom and is directed into a collection basin, with some returned to the BNR basins and the rest dewatered and discarded.</p> <p>Each clarifier depends on a center-pivot assembly that rotates an upper skimmer to remove surface material and a lower sweeper mechanism that directs settled sludge to the collection basin. In May 2025, one of these center-pivot assemblies failed due to a defective drive unit. Repair of that unit was performed after special approval by the City Council during the last fiscal year. However, it was noted at that time that the other clarifier drive was also faltering. Therefore, we requested funding in the FY 2026 budget to replace the second clarifier drive.</p> <p>The clarifiers are approximately 76 feet in diameter and 18 feet deep. Replacing the center drive requires temporary support for both the upper bridge and lower sweeper mechanisms. Environmental Improvement, Inc. has submitted a proposal for \$126,905.47, covering all labor, equipment, and materials needed for disassembly and replacement. This work qualifies as a sole-source purchase under City purchasing policy and State law. However, because the cost exceeds \$100,000, the City Charter requires specific Council approval for the expenditure.</p> <p>Staff recommends that the Council approve an expenditure up to \$130,000 to finish the clarifier drive assembly replacement, including</p>

	any minor scope adjustments that may occur during the project.
Strategic Alignment	F1 – Committing to strategic, responsible, and conservative fiscal management. F2 – Investing in and maintaining high-quality infrastructure systems and public assets.
Financial Considerations	Funding for this work is included in the FY 2026 budget.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	We might decide not to proceed with replacement now, but doing so could lead to treatment challenges if the drive assembly fails.
Supporting Documents	Resolution No. 2025-R88 Environmental Improvements, Inc. cost quote

RESOLUTION NO. 2025-R88

A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTRACT WITH ENVIRONMENTAL IMPROVEMENTS, INC. TO REPLACE ONE CLARIFIER CENTER DRIVE ASSEMBLY AT THE OLD SAN ANTONIO ROAD WASTEWATER TREATMENT AND RECYCLING CENTER (WWTRC) FOR AN AMOUNT NOT TO EXCEED \$130,000

WHEREAS, the City of Boerne owns and operates the Old San Antonio Road Wastewater Treatment and Recycling Center (WWTRC); and

WHEREAS, the replacement of one clarifier center drive assembly is necessary for the continued efficient and safe operation of the facility; and

WHEREAS, Environmental Improvements, Inc., a sole source vendor, has been identified as a qualified contractor to perform the necessary replacement work; and

WHEREAS, the City Council finds it in the best interest of the City of Boerne to authorize the City Manager to execute a contract for such replacement services for an amount not to exceed \$130,000;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS:

that the City Council hereby authorizes the City Manager is hereby authorized to negotiate and execute a contract with Environmental Improvements, Inc. for the replacement of one clarifier center drive assembly at the Old San Antonio Road Wastewater Treatment and Recycling Center, in an amount not to exceed \$130,000.00.

PASSED, APPROVED, and ADOPTED on this the ___ day of December, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary



Sole Source Authorization Letter

May 5, 2025

To Whom it May Concern;

This letter is to advise that Environmental Improvements, Inc. is an exclusive distributor and authorized service provider representative for Evoqua Water Technologies, LLC for equipment service and sales of aftermarket parts to municipal customers.

Environmental Improvements, Inc. is authorized for the sale of equipment, instruments and products manufactured by us in the following product lines: Wallace and Tiernan.

Environmental Improvements, Inc. is authorized to sell products within the following territory. States of: Texas and Oklahoma

Environmental Improvements, Inc. is located at:
1183 Brittmore Road
Suite 100
Houston, Texas 77043

Evoqua Water Technologies, LLC utilizes Distributors and Sales Representatives to promote and support our equipment on a regional basis.

Contract#: EI2_2022_0501

Letter Expiration Date: December 31, 2025

With regards,

Connor Allgood
Digitally signed by Connor Allgood
DN: cn=Connor Allgood, c=US, o=Evoqua
Water Technologies, ou=Evoqua
email=connor.allgood@xylem.com
Reason: I am the author of this document
Date: 2025.05.05 09:31:06 -0400

Connor Allgood
Senior Manager Channel Operations
Cc: partners@xylem.com

Authorization letter valid only if on file with Evoqua Water Technologies. To validate the authenticity of this letter or specific products covered, contact partners@xylem.com.

P.O. Box 70
Buda, TX 78610
512/295-3733
Fax: 512/295-4028

Quotation
Clarifier 1 Drive replacement

October 07, 2025

To: City of Boerne

Attn: Mr. Johnathan Gunnink

PROJECT: Replace one Envirex® Type H Tow-Bro® H40 clarifier drive.

Environmental Improvements is please to offer the removal and installation of one (1) Envirex® Type H center siphon-feed Tow-Bro® clarifier drive.

EQUIPMENT

Equipment to complete the repairs will consist of the following:

- Drive mechanism with micro-switch overload device and shear pin

Electrical controls consist of the two (2) micro-switches (one N.O. and one N.C.) in the drive mechanism overload device housing for high torque alarm and motor shutdown.

Equipment delivery is 10-12 weeks once ordered.

Scope of Work to be performed

1. Remove electrical wiring from drive to beginning bridge.
2. Remove bridge and platform
3. Remove existing Envirex® Tow-Brow® mechanical H40 drive
4. Inspect the basin floor and center column pedestal (notify customer of any deficiencies)
5. If item two is fine, install new Envirex® drive (Field erection will be required)
6. Install bridge and platform
7. Reconnect electrical wiring.
8. Complete a factory required true plane
9. Grout drive
10. Start up system
11. Return clarifier back to operation.

This process should take around 12 days to complete. All work will be completed as per the manufacturer's recommendations

Exceptions and comments

All de-watering and cleaning are done by others.

Any concrete repairs are not included.

Access to site is guaranteed by the owner or his assigned agent.

EI2 is not responsible for damages to soils, grasses, pavement, underground electrical, or piping of any kind due to move in or out of heavy equipment.

All work comes with a (1) one-year warranty from startup date.

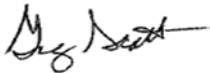
Any additional repairs required for system integrity that falls outside the scope of work described in the proposal will be discussed with the proper facility personnel and agreed upon in writing prior to any work performed.

Price includes the following

- Parts listed above
- Field Service, for four people
- Travel expenses
- Peridium and lodging

Price for service as described above in this proposal: \$ 126,905.47

Thank you for the opportunity to offer our services,



Greg Scott
Service Manager



AGENDA ITEM SUMMARY

Agenda Date	December 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R89; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND KENDALL COUNTY, TEXAS FOR LIBRARY SYSTEM SERVICES.
Contact Person	Natalie Shults, Library Director
Background Information	<p>The state of Texas allows cities to provide services outside their jurisdiction with an interlocal agreement. The City of Boerne and Kendall County have maintained an interlocal agreement for library services since 1981. The agreement allows the City of Boerne Public Library to assume functions of a County Library to provide library services to Kendall County residents that do not reside in the City of Boerne. In exchange, Kendall County pays an agreed-upon cost for those services. The proposed cost for FY 2025-2026 is \$312,188 which is the same amount they provided for FY 2024-2025.</p> <p>This amendment to the current interlocal agreement will be provided to the Kendall County Commissioners Court at their meeting on Monday, December 23, 2025.</p>
Strategic Alignment	<p>C3 – Collaboration with community partners to enhance quality of life.</p> <p>F1 – Strategic, responsible, conservative fiscal management.</p> <p>B1 – Data-driven decision making.</p>
Financial Considerations	The revenue from this agreement is calculated in the approved 2025-2026 City of Boerne Budget.
Citizen Input/Board Review	N/A
Legal Review	The document was reviewed and approved by the City Attorney.
Alternative Options	
Supporting Documents	<p>Resolution No. 2025-R89</p> <p>First Amendment to Agreement with Original Interlocal Library Agreement</p>

RESOLUTION NO. 2025-R89

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE,
TEXAS AND KENDALL COUNTY, TEXAS FOR LIBRARY SYSTEM SERVICES**

WHEREAS, the City of Boerne and Kendall County desire to provide library services to Kendall County residents who reside outside the City of Boerne's corporate limits, but within the service area of the City of Boerne Public Library; and

WHEREAS, the interlocal agreement requires an amendment to Section 3.1 to update the agreement term to October 1, 2025 through September 30, 2026; and

WHEREAS, Section 4.1 of the agreement must also be amended to update the payment language from stating that the County funds are "specifically allocated to fully discharge any and all liabilities County may incur" to stating that the funds are "specifically appropriated to fully discharge any and all liabilities County may incur pursuant to this agreement"; and

WHEREAS, the City of Boerne finds it in the best interest of the citizens to enter into and manage the amended interlocal agreement for library system services with Kendall County, Texas;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BOERNE, TEXAS:**

that the City Council hereby authorizes the City Manager to enter into and manage an interlocal agreement between the City of Boerne and Kendall County, Texas for library system services for a term beginning October 1, 2025, and ending September 30, 2026, with a payment of \$312,188.00 for FY 2025-2026.

PASSED, APPROVED, and ADOPTED on this the ___ day of December, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

FIRST AMENDMENT
To the Interlocal Agreement for Kendall County Library System Services FY25
(Patrick Heath Public Library)

This **AMENDMENT** is entered into by and between Kendall County, a political subdivision of the State of Texas (“County”) and City of Boerne (“City”), a home rule municipality, with both County and City sometimes individually referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Agreement for library privileges (the “Agreement”) with the City of Boerne, operates the Patrick Heath Public Library, which was fully executed on December 12, 2024, and which Agreement is attached hereto as “Exhibit A,”; and incorporated herein by reference as if fully set forth; and,

WHEREAS, the Parties desire to extend the Agreement for FY 26.

NOW, THEREFORE, in consideration of the mutual promises and benefits which shall accrue to the Parties, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Paragraph 3, “Term,” subparagraph 3.1, of the agreement is hereby replaced with the following language:

This Agreement is effective as of October 1, 2025 and shall terminate on September 30, 2026. This Agreement may be terminated without cause prior to the expiration of the term herein at the option of either Party upon giving Thirty (30) days written notice to the other Party in the manner and form provided for herein.

Section 2. Paragraph 4, “Limit of Appropriation,” subparagraph 4.1, of the Agreement is hereby replaced with the following language:

4.1 City clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Twelve Thousand One Hundred Eighty-Eight Dollars And 00/100 (\$312,188.00), specifically appropriated to fully discharge any and all liabilities County may incur pursuant to this agreement.

Section 3. This Amendment shall be effective as of October 1, 2025, and fully executed on the date last listed below.

Section 4. All other provisions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date(s) listed below.

“County”
Kendall County, Texas

“City”
City of Boerne

By: _____
Shane Stolarczyk, County Judge

Ben Thatcher, City Manager

Date: _____

Date: _____

ATTEST:

Denise Maxwell, County Clerk

EXHIBIT A

STATE OF TEXAS

§

§

COUNTY OF KENDALL

§

**INTERLOCAL AGREEMENT FOR KENDALL COUNTY LIBRARY SYSTEM SERVICES
FY25**

This Interlocal Agreement for Kendall County Library System Services ("Agreement") is made and entered into by and between Kendall County, ("County"), a body corporate and politic under the laws of the State of Texas, and City of Boerne ("City"), a home rule municipality situated within Kendall County, Texas, (collectively referred to as "Parties").

WITNESSETH

WHEREAS, the Commissioners Court of County may establish, maintain, and operate a free public library system for the benefit of its residents;

WHEREAS, County and City are authorized to contract as provided by Tex. Gov't Code Ann. §§ 791.001 *et seq.*, as amended;

WHEREAS, Tex. Loc. Gov't Code Ann. § 323.011 provides that instead of establishing a County library, the Commissioners Court of a county may contract for library privileges from an established library;

WHEREAS, City operates the Patrick Heath Public Library ("City Library") an established library located in the City's incorporated area; and

WHEREAS, County and City believe the best interests of County residents in, City's incorporated area and within the unincorporated areas of Kendall County, will be served by entering into an agreement whereby City Library assume the functions of a County library within the County for all residents of County;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Incorporation of Preamble.

1.1. The Parties affirm that all of the matter set forth in the preamble are true and correct and hereby incorporate said preamble as a material part of this Agreement.

2. Purpose.

2.1. The purpose of this Agreement is to establish and clarify the City and County's obligations, the cost, and the manner and method of payment for the provision of library services to Kendall County residents residing outside the incorporated limits of the City of Boerne in Kendall County.

3. Term.

3.1. The Term of this Agreement shall begin on October 1, 2024 ("Effective Date") and terminate on September 30, 2025 ("Termination Date"). This Agreement may be renewed by County and City on October 1, each year for an additional one (1) year unless terminated by either Party.

- 3.2. Either Party may terminate this Agreement by giving six (6) months written notice to the other Party.
- 3.3. In the event sufficient funds are not appropriated by either Party to meet the Parties' obligations under this Agreement, the Parties may terminate this Agreement by providing notice to the other Party as described by section 3.2. above.
- 3.4. In the event of termination of this Agreement, property acquired under this Agreement may be subject to division. Any division of property shall be subject to division by tracing expenditures of funds. The Parties may waive the right to division by written notice to the other Party.

4. Limit of Appropriation

- 4.1. City clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of THREE HUNDRED TWELVE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS and 00/100 (\$312,188.00), specifically allocated to fully discharge any and all liabilities County may incur.
- 4.2. City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that City may become entitled to and the total maximum sum that County may become liable to pay to City shall not under any conditions, circumstances, or interpretations thereof exceed THREE HUNDRED TWELVE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS and 00/100 (\$312,188.00).
- 4.3. The County shall make all payments to City for these services from current revenues

5. City's Responsibilities.

- 5.1. During the term of this Agreement, City will assume the functions of a County Library within the County and shall provide service for County residents within the County identical to services provided to City residents.
- 5.2. The Library Director of the City Library must hold or secure a County Librarian's certificate, or other applicable certification, from the Texas State Library and Archives Commission during the entire term of this Agreement.
- 5.3. City Library shall maintain accreditation as provided by the Texas State and Library Archives Commission ("TSLAC").
- 5.4. City Library shall provide library services to all County residents, not just residents of the City of Boerne. As applicable, City Library shall provide all services required by TSLAC.
- 5.5. In the event any services should be targeted for elimination, City shall notify County as soon as services are considered for elimination.
- 5.6. Upon request, City shall provide the County with the following information regarding library operations:
 - (a) one complete copy of the approved City budget for library services as soon as available;
 - (b) quarterly reports on library expenditures and revenues, budget adjustments and other library budget changes; and
 - (c) monthly, the total number of items checked out including materials borrowed by patrons of the City and unincorporated Kendall County residents using the City Library.

6. Notices.

- 6.1. Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

- 6.2. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this section:

County: Kendall County
Attn: County Judge
201 E. San Antonio Ave., Boerne, TX 78006

With a copy to: Kendall County General Counsel
201 E. San Antonio Ave., Boerne, TX 78006

City: City of Boerne
Attn: Ben Thatcher
447 N. Main Street, Boerne, TX 78006

- 6.3. A Notice is effective only if the Party giving or making the Notice has complied with subsections 6.1 and 6.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

7. Compliance With Laws.

- 7.1. City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, City shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8. Modifications and Waivers.

- 8.1. The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

9. Governing Law.

- 9.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Kendall County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. Nothing in the Agreement shall be construed to waive the City's sovereign immunity.

10. Dispute Resolution.

- 10.1. Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:

- (a) The Parties shall appoint a representative that will meet to discuss and attempt to resolve any such controversy or claim;

- (b) If such controversy or claim is not resolved as contemplated by clause (a), County and City

will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and
(c) If such controversy or claim is not resolved as contemplated by clauses (a) or (b), the Parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.

11. Severability.

11.1. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

12. Captions.

12.1. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

13. Understanding, Fair Construction.

13.1. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

14. Electronic and Digital Signatures.

14.1. The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY


Shane Stolarczyk, County Judge

11/25/24
Date

CITY OF BOERNE


Ben Thatcher, City Manager

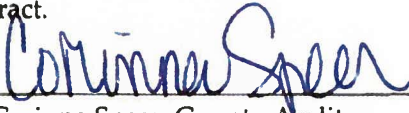
12/12/2024
Date

ATTEST:


Denise Maxwell, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$312,188.00 to accomplish and pay the obligation of Kendall County under this contract.


Corinna Speer, County Auditor



AGENDA ITEM SUMMARY

Agenda Date	DECEMBER 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R90; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR FLOCK AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS LOCATED WITHIN STATE RIGHTS-OF-WAY INSIDE THE CITY LIMITS OF BOERNE.
Contact Person	STEVE M. PEREZ, CHIEF OF POLICE
Background Information	<p>The City of Boerne has installed public safety cameras, also known as surveillance cameras, at several locations throughout the city. These cameras are installed for the purpose of enhancing public safety and security. The cameras are not used for issuing traffic violations of any kind, but only to monitor activity in areas around the city. The installation of the public safety cameras also takes a lot of collaboration and time between the IT, Police, and Electric departments.</p> <p>The primary purpose of public safety cameras is to deter criminal activity by creating a visible presence of law enforcement and providing evidence in case of crimes. The cameras are also used to monitor traffic and respond to emergencies and have proven to be helpful to the Boerne Police Department and for engineering and mobility studies.</p> <p>In 2023, the City Council approved the expansion to the public safety camera system by adding automated license plate reader software (Flock OS) and cameras (Falcon LPR) to the current public safety camera system, by adding Automatic License Plate Recognition (ALPR) cameras and software, which has proven to provide several benefits to the city.</p> <p>ALPR systems automate the process of reading license plates, reducing the need for manual checks and allowing law enforcement agencies to process more information in less time. This can free up officers to focus on other tasks and improve overall efficiency.</p> <p>ALPR systems provide real-time alerts to law enforcement agencies when a vehicle of interest is identified, allowing officers to respond quickly and effectively to potential threats or criminal activity.</p>

	<p>ALPR systems enhance public safety, helping law enforcement agencies to identify and locate stolen vehicles, wanted suspects, and vehicles associated with criminal activity. It will also assist in identifying vehicles that are involved in Amber Alerts or other emergency situations.</p> <p>ALPR systems can be used to identify and track the movements of vehicles involved in criminal activity, helping law enforcement agencies to prevent and solve crimes. This includes everything from vehicle theft to drug trafficking and can significantly improve the effectiveness of investigations.</p> <p>ALPR systems can help city officials to better understand traffic patterns, travel times, and other transportation-related data. This can inform city planning and infrastructure investments, leading to improved transportation systems and a better quality of life for residents.</p> <p>The Boerne Police Department has guidelines in place to ensure public safety cameras do not infringe on citizens' rights. ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). ALPR cameras capture objective images of vehicles and license plates, providing a clear, actionable investigative lead.</p> <p>Flock Safety presented Police and IT Staff with a desirable approach and began deploying ALPR cameras throughout the community in 2023-2024. The Flock program is an all-inclusive model for deploying APLR cameras.</p> <p>Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of comprehensive monitoring, processing, and machine vision services, which integrate with the Flock Safety Camera. There are several other differences between Flock and other ALPR companies. Most manufacturers are the only manufacturers and service providers that leases ALPR services. Others require the city to purchase equipment. The technology is also different because it captures motion and not just license plates.</p> <p>Flock Safety provided an affordable, infrastructure-free automatic license plate recognition (ALPR) camera system for cities seeking to reduce crime within a principled framework. Unlike traditional ALPR, Flock uses Vehicle Fingerprint™ technology to transform hours of footage into a searchable database to find the single piece of evidence needed, even when a license plate isn't visible.</p> <p>Flock Safety installed and continues to maintain these cameras on city</p>
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	<p>roads and state highways. The cameras can be installed almost anywhere, powered by solar and connected to LTE, freeing up time for several departments that currently install and maintain the cameras.</p> <p>Since several of the cameras we have are on state rights-of-way, we are required to enter a multiple-use agreement (MUA) with TXDOT. The MUA clarifies that LPRs will be used for legitimate law enforcement and criminal justice purposes only. All responsibilities fall under the Boerne Police Department to include data usage, sharing, storage, and maintenance of equipment.</p> <p><u>Stats and other information from our Flock System:</u></p> <ul style="list-style-type: none"> • The city currently has 31 total cameras up and running (12 Fixed LPRs, 19 on Flock OS on current city cameras) • We have up to 31 more that we can attach to the current city system once cameras are replaced. • We currently have three HOAs that share their cameras with us within the city limits (Herff Ranch, Regent Park, and Menger Springs) • We have also received 1,119 hits in the last 30 days: 991 Hotlist Alerts (Primarily Narcotics), 4 Warrants, 35 Violent Person/Gang Members, 43 Protection Orders, 24 Sex Offenders, 12 Stolen Plates, 6 Stolen Vehicles, 4 Missing Persons, and 23 Warrants. (Some of these are duplicates as the car passes by multiple cameras or multiple days.) • In the last 30 days, our system has logged 2,215,943 plate reads. That being 360,238 unique plates (no duplicates). This is from our 31 cameras alone. • We currently have access to a network of cameras in different areas of the state and country, totaling 10,856 cameras in 519 different Shared Networks. This number is growing regularly.
Strategic Alignment	<p>Safety & Security</p> <p>B1- Utilizing data to drive smart decision making</p>
Financial Considerations	<p>\$45,000 annual costs, cameras and software maintenance</p>

Citizen Input/Board Review	N/A
Legal Review	TOASE has completed the review of the ALPR services agreement with Flock Safety
Alternative Options	
Supporting Documents	Resolution No. 2025-R90 TXDOT MUA Supplemental Agreement TXDOT Certificate of Insurance Camera Locations

RESOLUTION NO. 2025-R90

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND
THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR FLOCK
AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS LOCATED WITHIN
STATE RIGHTS-OF-WAY INSIDE THE CITY LIMITS OF BOERNE**

WHEREAS, the City of Boerne has installed Flock automatic license plate recognition (ALPR) cameras as part of its public safety camera system; and

WHEREAS, several of these ALPR cameras are located within TxDOT rights-of-way inside the city limits; and

WHEREAS, TxDOT requires a multiple-use agreement (MUA) to authorize the placement and operation of ALPR cameras within state rights-of-way; and

WHEREAS, the agreement confirms that the cameras will be used solely for legitimate law enforcement and criminal justice purposes under the responsibility of the Boerne Police Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS:

that the City Council hereby authorizes the City Manager to enter into and manage an agreement between the City of Boerne, Texas and the Texas Department of Transportation (TxDOT) for Flock automatic license plate recognition cameras located within state rights-of-way inside the city limits of Boerne.

PASSED, APPROVED and ADOPTED on this the ___ day of December, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

**SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR
CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS §

COUNTY OF KENDALL §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement “Agreement”, dated 4/5/2024, allowing installation of LPR cameras within the highway right of way is entered by and through the **Texas Department of Transportation**, hereinafter referred to as “**TxDOT**”, and the **Boerne Police Department**, hereinafter referred to as “**BPD**”, and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras “LPR cameras” within the highway right of way.

The **Boerne Police Department** agrees to the following supplemental terms and conditions:

A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE

1. **BPD** certifies that it has completed TxDPS’s verification process by providing all necessary information required for TxDPS to verify whether **BPD** has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. **BPD** further certifies that TxDPS has provided **BPD** with a validation letter verifying and approving the **BPD**’s use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The **BPD** shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

B. DATA USAGE, SHARING, AND STORAGE

1. “TxDPS LPR System” shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. “LPR data” shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by **BPD**. In the event **BPD**’s LPR cameras are made part of TxDPS’s LPR System “LPR data” shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by **BPD**, or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.
4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes.

LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.

5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

C. COMPLIANCE WITH SUPPLEMENTAL TERMS

1. **BPD** shall comply with the terms and conditions of this Supplemental Agreement.
2. **BPD** shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. **BPD** shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. **BPD** acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of **BPD**.

D. RESPONSIBILITY

1. **BPD** acknowledges that TxDOT does not have access to any LPR data. **BPD** acknowledges and agrees that **BPD** is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. **BPD** acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

IN TESTIMONY WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

Texas Department of Transportation

By: _____

Title: Maintenance Division Director

Printed Name: _____

Date: _____

(Name of Criminal Justice or Law Enforcement Agency)

By: _____

Title: Chief of Police

Printed Name: Steve M. Perez

Date: _____

(City Manager)

By: _____

Title: City Manager

Printed Name: Ben Thatcher

Date: _____



Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Form 1560-CSS
Professional Provider Insurance
(Rev. 04/10)
Previous versions of this form may not be used.
Page 2 of 2

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance for is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page one of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: City of Boerne
 Street/Mailing Address: PO Box 1677
 City Boerne, State: TX Zip: 78006-1677
 Phone Number: 830-249-9511 Vendor EIN Number (11 digits) _____

Workers' Compensation Insurance Coverage:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Municipal League Intergovernmental Risk Pool			Carrier Phone Number: 800-537-6655	
Address: 1821 Rutherford Ln.			City: Austin	State: TX Zip: 78754
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	7787	10/01/25	10/01/26	Not Less Than: Statutory – Texas

Comprehensive General Liability Insurance:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Municipal League Intergovernmental Risk Pool			Carrier Phone Number: 800-537-6655	
Address: 1821 Rutherford Ln.			City: Austin	State: TX Zip: 78754
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance Bodily Injury Property Damage OR Commercial General Liability Insurance	7787	10/01/25	10/01/26	Not Less Than: \$500,000 each occurrence \$100,000 each occurrence \$100,000 for aggregate OR \$600,000 combined single limit

Comprehensive Automobile Liability Insurance:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Municipal League Intergovernmental Risk Pool			Carrier Phone Number: 800-537-6655	
Address: 1821 Rutherford Ln.			City: Austin	State: TX Zip: 78754
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy Bodily Injury Property Damage	7787	10/01/25	10/01/26	Not Less Than: \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

Umbrella Policy (if applicable):

Carrier Name: N/A			Carrier Phone Number:	
Address:			City:	State: Zip:
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Authorized Agent name, address and zip code:

Texas Municipal League Intergovernmental Risk Pool 1821 Rutherford Ln. Austin, TX 78754

This Certificate of Insurance neither affirmatively nor negatively amends, extends, nor alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 555.021 and 553.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Area Code (512) 491-2300

Authorized Agent's Phone Number

Authorized Agent Original Signature

5/30/2025

Date

Fixed Flock LPR Cameras	
Name	Device Type
#01 SB Main St	LPR Camera
#02 NB Main @ School	LPR Camera
#03 River Rd @ Esser EB	LPR Camera
#04 WB River Rd @ Esser	LPR Camera
#05 WB Bandera Rd	LPR Camera
#06 EB Bandera Rd	LPR Camera
#07 Johns Rd @ Interstate 10 Frontage - EB	LPR Camera
#08 S Main St @ I10 Frontage - NB	LPR Camera
#09 N Esser Rd @ Derby Dr - SB	LPR Camera
#10 S Main St @ Bandera Rd - NB	LPR Camera
#11 Scenic Loop Rd @ Vallerie Ln - NB	LPR Camera
#12 Upper Balcones Rd @ Bristow Way - NB	LPR Camera
City Camera with Flock Wing Software	
City Lake Entrance	Wing Software
City Lake Exit	Wing Software
N Main @ Johns Road	Wing Software
N Main @ School	Wing Software
N Main @ Blanco	Wing Software
S Main @ Rosewood	Wing Software
S Main @ Waterview	Wing Software
S Main @ Oak Park	Wing Software
S Main @ River	Wing Software
Blanco @ Esser	Wing Software
River @ Herff	Wing Software
S Main @ Bandera	Wing Software
Bandera @ IH10 Frontage	Wing Software
N Main @ 1376	Wing Software
Old San Antonio @ Cascade Caverns	Wing Software
Old San Antonio @ CC Valero	Wing Software



AGENDA ITEM SUMMARY

Agenda Date	December 9, 2025
Requested Action	APPROVE ORDINANCE NO. 2025-20; AN ORDINANCE OF THE CITY OF BOERNE, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2023-18 AND ESTABLISHING CREDITS FOR WATER CONSERVATION MEASURES.
Contact Person	Andrea Snouffer – Utilities Administrative Supervisor Michael Mann – Utilities Director
Background Information	<p>In a special session earlier late last summer, the State Legislature passed SB 14 adding a new section to the impact fee chapter of the Texas Local Government Code. This bill requires cities to grant credits against water and wastewater impact fees when a developer includes facilities, systems, or products that reduce water use or wastewater demand. The statute’s mandatory language reads: a political subdivision “shall provide credit” against water and wastewater impact fees to a builder or developer for the “construction, contribution, or dedication of an eligible facility, system, or product that results in water reuse, conservation, or savings”. The process for determining and granting these credits must be in place by the beginning of January 2026, and we are asking for a one-time reading of this ordinance because of the single meeting in December.</p> <p>The new State law does not provide specific guidance or methodology for calculating credits or even what qualifies for credits. We are required only to be fair and consistent in our policies of determining the effectiveness of any developer installed work. We have contacted neighboring utilities regarding their intent to meet the requirements and learned that some are making no changes to their programs at this time.</p> <p>The intent of this well-intended law is to encourage conservation. However, its effect on the utility ratepayers is also financial. We must complete the projects in our water and wastewater capital improvement plans to ensure we provide service for new development. Development’s payment of impact fees toward those projects costs helps minimize the financial effects on other ratepayers. If impact fees are not collected, the project costs must be funded through applied overall service rates.</p> <p>The City of Boerne impact fee program already encourages</p>

	<p>conservation by incentivizing the use of smaller water meters (less flow capability) rather than being based on land use or building square footage as others do. Smaller water meters also minimize wastewater system demand flows. Furthermore, we offer “irrigation-only” meters to development if desired to further reduce their assessed wastewater impact fees.</p> <p>It's difficult to imagine a developer-provided project that would result in significantly reducing the utility capital improvements that must be provided to provide service. For compliance with State Law, however, we have added a section to our Impact Fee Ordinance that addresses impact fee credits for conservation and the requirements of a Developer seeking those special credits for his installations. Credits would only be applicable to land development (usually on a lot-by-lot basis) that can appropriately quantify its beneficial effects and ensure longevity.</p> <p>The use of City of Boerne reclaimed water alone does not qualify because it does not reduce overall water demand (including non-potable water). Reclaimed water projects that the City will fund to meet customer demand are included in our water impact fee capital improvements plan, and these project costs on new services are recovered via water impact fees.</p> <p>Staff recommends that the Council approve the proposed updates to the Impact Fee Ordinance as presented.</p>
Strategic Alignment	<p>B1-Utilizing data to drive smart decision making</p> <p>B2-Advancing master plan recommendations</p>
Financial Considerations	<p>Consultant fees for applicable to this update any future changes as required will be paid with impact fee funds.</p>
Citizen Input/Board Review	<p>N/A</p>
Legal Review	<p>The City Attorney’s office has provided guidance regarding the new State Law reviewed the proposed ordinance modifications.</p>
Alternative Options	<p>We welcome any suggested wording changes from Council</p>
Supporting Documents	<p>Ordinance No. 2025-20</p> <p>A memo from the City Attorney</p>

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE CITY OF BOERNE, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2023-18, AND ESTABLISHING CREDITS FOR WATER CONSERVATION MEASURES

WHEREAS, the City of Boerne, Texas, is responsible for and committed to the provision of public facilities and services (including water and wastewater service) at levels necessary to cure any existing public service deficiencies in already developed areas; and

WHEREAS, such facilities and service levels shall be provided by the City of Boerne utilizing funds allocated in the capital budget and capital improvements programming processes and relying upon the funding sources indicated therein; and

WHEREAS, new residential and nonresidential development causes and imposes increased and excessive demands upon Boerne Water and Wastewater Utilities public facilities and services, including water and sewer facilities, that would not otherwise occur; and

WHEREAS, planning and zoning projections indicate that such development will continue and will place ever-increasing demands on the City of Boerne to provide necessary public facilities; and

WHEREAS, the development potential and property values of properties are strongly influenced and encouraged by City policy as expressed in the Comprehensive Plan and as implemented via the City zoning ordinance and map; and

WHEREAS, to the extent that such new development places demands upon the public facility infrastructure, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

WHEREAS, the amount of the impact fee to be imposed shall be determined by the cost of the additional public facilities needed to support such development, which public facilities shall be identified in a capital improvements program, and

WHEREAS, the City Council, after careful consideration of the matter, hereby finds and declares that impact fees imposed upon residential and nonresidential development to finance specified major public facilities, the demand for which is created by such development, is in the best interests of the general welfare of the City and its residents, is equitable, and does not impose an unfair burden on such development;

WHEREAS, in 1987 the Texas Legislature adopted Senate Bill 336; now Texas Local Government Code Chapter 395; and

WHEREAS, the City Council finds that in all things the City has complied with said statute in the notice, adoption, promulgation, and methodology necessary to adopt Impact Fees; and

WHEREAS, the City has completed a review and update of the land use assumptions, the capital improvements plan for water and wastewater facilities, and the impact fees in accordance with the procedures set forth in Texas Local Government Code Chapter 395; and

WHEREAS, from time to time it becomes necessary for the City Council to repeal and reestablish ordinances of the City of Boerne, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS;

That Ordinance No. 2023-18 is hereby repealed and replaced with the following:

WATER AND WASTEWATER IMPACT FEES

ARTICLE I

GENERAL PROVISIONS

Section 1.01 Short Title

This Ordinance shall be known and cited as the Water and Wastewater Impact Fee Ordinance.

Section 1.02 Intent

This Ordinance is intended to impose water and wastewater impact fees, as established in this Ordinance, in order to finance public facilities, the demand for which is generated by new development in the designated service area.

Section 1.03 Authority

The City is authorized to enact this Ordinance by Texas Local Government Code Chapter 395 (Senate Bill 336 enacted by the 70th Texas Legislature) and its successors, which authorizes cities, among others, to enact or impose impact fees (impact fees) on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development. The provisions of this Ordinance shall not be construed to limit the power of the City to adopt such Ordinance pursuant to any other source of local authority, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this Ordinance. Guidelines may be developed by resolution or otherwise to implement and administer this chapter.

Section 1.04 Definitions

As applied in this Ordinance, the following words and terms shall be used:

- (1) Area Related Facility - A capital improvement or facility expansion which is designated in the Capital Improvements Plan and which is not a site-related service facility. An area-related service facility may include a capital improvement which is located off-site, within, or on the perimeter of the development site.
- (2) Assessment - The determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this Ordinance.

- (3) Boerne Utilities - The municipal water and wastewater utilities of the City of Boerne, Texas.
- (4) Capital Construction Cost of Service - Costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the City.
- (5) Capital Improvement Advisory Committee (Advisory Committee) - Advisory committee, appointed by the City Council, consisting of at least five members which are not employees of the City, not less than 40 percent of which shall be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. The Planning and Zoning Commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the Planning and Zoning Commission, one such member may be appointed as an ad hoc member. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area. The advisory committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of Texas Local Government Code Chapter 395, and its successors.
- (6) Capital Improvements Plan (CIP) - Plan which identifies water and wastewater capital improvements or facility expansions pursuant to which impact fees may be assessed.
- (7) City – City of Boerne, Texas.
- (8) City Council - Governing body of the City of Boerne, Texas.
- (9) City Manager - The chief administrative and executive officer of the City, appointed by the City Council and responsible to the City Council for the administration of all the affairs of the city. City Manager includes any city employee designated to act in the City Manager's behalf.
- (10) Commercial Development - For the purposes of this Ordinance, all development which is neither residential nor industrial. Commercial development includes any structure or structures on a single lot designed to accommodate more than four dwelling units.
- (11) Comprehensive Plan - The comprehensive long-range plan, adopted by the City Council, which is intended to guide the growth and development of the City which includes analysis, recommendations and proposals for the City regarding such

topics as population, economy, housing, transportation, community facilities, and land use.

- (12) Cottage – A small home within a Cottage development per Article 5. Zoning Districts and Use Regulations, Section 31.CHD – Cottage Housing Development Overlay District.
- (13) Duplex - A structure on a single lot designed to accommodate two dwelling units, as authorized under the City's zoning regulations.
- (14) Dwelling Unit - a structure or portion of an overall structure in which a typical household or person or unrelated persons would reside together. A single dwelling unit would include a single family detached house or individual units of attached housing, i.e. one unit within a duplex, triplex, fourplex, or larger apartment building.
- (15) Effective Impact Fee - Amount of impact fee collected per service unit, which may be equal to or less than the maximum impact fees as set forth in Exhibit C to this ordinance.
- (16) Existing Development - All development within the service area which has a water or wastewater utility service, whether on the Boerne Utilities' system or other centralized water or sewer system, as of the date of the adoption of this Ordinance.
- (17) Facility Expansion - The expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.
- (18) Final Subdivision Plan or Final Plat - The map, drawing, or chart on which is provided a subdivider's plan of a subdivision, and which has received final approval by the Planning and Zoning Commission or City Council and which is recorded with the office of the County Clerk.
- (19) Fourplex – A structure on a single lot designed to accommodate four dwelling units, as authorized under the City's zoning regulations.
- (20) Growth-Related Costs - Capital Construction costs of service related to providing additional service units to new development, either from excess capacity in existing facilities, from facility expansions, or from new capital facilities. Growth-related costs do not include:
 - (a) Construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;
 - (b) Repair, operation, or maintenance of existing or new capital improvements or facility expansions;

- (c) Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
 - (d) Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
 - (e) Administrative and operating costs of the Boerne Utilities; and
 - (f) Principal payments and interest or other finance charges on bonds or other indebtedness, except for such payments for facilities contained in the capital improvements plan.
- (21) Impact Fee - Fee to be imposed upon new development, calculated based upon the growth-related costs of facilities in proportion to development creating the need for such facilities, fees do not include dedication of rights-of-way or easements, or construction or dedication of site-related water distribution or wastewater collection facilities required by other ordinances of the City Code or policy; or pro rata fees placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains.
 - (22) Industrial Development - Development which will be assigned to the industrial customer class of the water or wastewater utilities; generally development in which goods are manufactured, or development which is ancillary to such manufacturing activity.
 - (23) Land Use Assumptions - Projections of changes in land uses, densities, intensities, and population therein over at least a 10-year period, adopted by the City, as may be amended from time to time, upon which the capital improvement plan is based.
 - (24) Living Unit Equivalent (LUE) - Basis for establishing equivalency among and within various customer classes based upon the relationship of the continuous duty maximum flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 5/8" diameter non-turbine water meter, using American Water Works Association C700-C703 standards and AWWA Manual of Practice M22. For purposes of this ordinance, 5/8" water meters are considered to equal one (1) LUE. LUE's for various water meter sizes are as follows:

METER SIZE AND TYPE

5/8" Non-turbine	1.0
3/4" Non-turbine	1.5*
1" Non-turbine	2.5
1-1/2" Non-turbine	5.0
2" Non-turbine	8.0
2" Compound	8.0
2" Turbine	10.0

3" Compound	16.0
3" Turbine	25.0
4" Compound	25.0
4" Turbine	42.0
6" Compound	50.0
6" Turbine	92.0
8" Turbine	160.0
10" Turbine	250.0
12" Turbine	330.0

* Where a residential 3/4" combined domestic/fire service is allowed, a required 3/4" meter shall be considered to equal one (1) LUE if a 5/8" domestic meter would normally suffice.

- (25) New Development - Subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units for water or wastewater service. New development includes the provision of water or wastewater service resulting from the conversion of an individual well or septic or other individual waste disposal system, to the Boerne Utilities' water or wastewater utility.
- (26) Offset - The amount of the reduction of an impact fee designed to fairly reflect the value of area-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the City's subdivision regulations or requirements.
- (27) Preliminary Subdivision Plan or Preliminary Plat - The initial map, drawing, or chart on which is provided a subdivider's plan of a subdivision, and which accompanies the completed application for preliminary plat approval filed pursuant to Article 2 of the City's Subdivision Ordinance.
- (28) Residential - A lot developed for use and occupancy as a single-family residence, a duplex, a triplex, or a fourplex.
- (29) Service Area - Area within the corporate boundaries and/or within the extraterritorial jurisdiction as defined by the Municipal Annexation Act (Chapter 42, Section 42.021, Local Government Code), or such areas as contractually defined to be served by the water and wastewater capital improvements or facilities expansions specified in the capital improvements program applicable to the service area.
- (30) Service Unit - Standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions, expressed in living units equivalent.
- (31) Single-Family Residence - Single-family dwelling unit, as authorized under the City's zoning regulations.

- (32) Site-related Facility - Improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water or wastewater facilities to serve the new development, and which is not included in the capital improvements plan, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.
- (33) Application for City Utility Service - The filing with the City of a written application for water or wastewater service and the acceptance of applicable fees by the City. The term "Application for City Utility Service" shall not be applicable to a meter purchased for and exclusively dedicated to fire protection.
- (34) Triplex - A structure on a single lot designed to accommodate three dwelling units, as authorized under the City's zoning regulations.
- (35) Wastewater Facility - Improvement for providing wastewater service, including, but not limited to, land or easements, treatment facilities, lift stations, or interceptor mains. Wastewater facility excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Wastewater facilities also exclude dedication of rights-of-way or easements or construction or dedication of on-site wastewater collection facilities required by valid ordinances or policies of the City and necessitated by and attributable to the new development.
- (36) Wastewater Facility Expansion - Expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of an existing wastewater facility to serve existing development.
- (37) Wastewater Improvements Plan (Wastewater CIP) - Portion of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater facility expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of wastewater facilities fees pursuant to this Ordinance.
- (38) Water Facility - Improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities, or transmission mains. Water facility excludes water lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Water facilities also exclude dedication of rights-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the City and necessitated by and attributable to the new development.
- (39) Water Facility Expansion - Expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair,

maintenance, modernization, or expansion of an existing water facility to serve existing development.

- (40) Water Improvement Plan (Water CIP) - Portion of the CIP, as may be amended from time to time, which identifies the water facilities or water facility expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of water facilities fees pursuant to this Ordinance.

Section 1.05 Applicability of Impact Fees

(1) No new development shall be exempt from the assessment of impact fees as defined in this Ordinance. However, the City Council of Boerne may determine that for reasons of applicant hardship or for reasons of general community welfare, the applicable fees may be paid by the City into the appropriate utility funds in lieu of payment by the applicant.

Section 1.06 Impact Fees as Conditions of Development Approval

No application for new development shall be approved without assessment of impact fees pursuant to this Ordinance, and no Application for City Utility Service or building Certificate of Occupancy shall be issued unless the applicant has paid the impact fees imposed by and calculated herein.

Section 1.07 Establishment of Water and Wastewater Service Areas

(1) The conceptual water and wastewater service area(s) for development of impact fee purposes are established as shown on the Service Area Map(s) which is Exhibit A for this Ordinance.

(2) The conceptual service areas shall be established consistent with any facility service area established in the CIP for each utility. Additions to the service area may be designated by the City Council consistent with the procedure set forth in Texas Local Government Code Chapter 395 and its successors.

Section 1.08 Land Use Assumptions

Land use assumptions used in the development of the impact fees are contained in Exhibit B of this Ordinance. These assumptions may be revised by the City Council according to the procedure set forth in Texas Local Government Code Chapter 395 and its successors.

Section 1.09 Service Units

(1) Service units are established in accordance with generally accepted engineering and planning standards.

(2) Upon application for City Utility Service or Building Permit, the number of service units for levy of impact fees related to water and wastewater utilities shall be based on the size of the water

meter(s) for the development. Development which consists of more than four dwelling units on a single lot is considered to be commercial development and impact fees shall be based on the size of the water meter(s).

- (3) In the case of multi-family customers with greater than four living units on a single lot with individual meters and a separate meter for all irrigation, the levy of Impact Fees can alternately be based upon the potential size of a hypothetical master meter that would serve all of the units on the lot exclusive of irrigation. Impact Fees shall be assessed based on the irrigation meter size and the hypothetical master meter size. All irrigation for the lot shall be through the irrigation meter. The hypothetical master meter shall be sized by a licensed professional engineer to provide the maximum water demand exclusive of irrigation calculated using the following procedure:

- (a) Compute the load value in water supply fixture units (wsfu) of all the plumbing fixtures being served on the lot per the Appendix: "Sizing of Water Piping System", of the City adopted plumbing code.
- (b) Use the load value in wsfu in the table for estimating demand per the City adopted plumbing code to determine the total demand for the units served on the lot. Add continuous demands for air conditioners and other equipment to the total from the table. Linear interpolation between values in the plumbing code table is acceptable.
- (c) Use the following table to determine the meter size and number of LUE's to be assessed by selecting a hypothetical master meter size with the Maximum Continuous Flow greater than the estimated total demand plus continuous demands:

High Normal Flow Rate(qpm)	Meter Size	LUE's
10	5/8" Non-turbine	1.0
15	3/4" Non-turbine	1.5
25	1" Non-turbine	2.5
50	1-1/2" Non-turbine	5.0
80	2" Non-turbine	8.0
100	2" Turbine	10.0
160	3" Compound	16.0
220	3" Turbine	25.0
250	4" Compound	25.0
420	4" Turbine	42.0
500	6" Compound	50.0
920	6" Turbine	92.0
1,600	8" Turbine	160.0
2,500	10" Turbine	250.0
3,300	12" Turbine	330.0

- (4) If the City Manager determines that the water pressure in the Boerne Utilities' main is significantly higher or lower than standard pressure such that the size of the water meter is not indicative of actual service demand, the City Manager may adjust the number of LUE's based on

a smaller or larger sized meter which more accurately reflects the flow rate and the system pressure conditions.

(5) If a fire demand meter is purchased for a property, the meter size utilized to calculate the number of LUE's shall be the dimension of the portion of the fire demand meter which reflects the meter size which would provide only domestic service to the property. Said reduced meter size shall then be utilized to calculate the number of LUE's. The meter types used to calculate the number of LUE's shall be either non-turbine or compound meters.

(6) Upon application for Utility Service for lots for which no water meter has been purchased, service units shall be established by a professional engineer licensed in the State of Texas, and shall be approved by the City Manager.

(7) The City Council may revise the service units' designation according to the procedure set forth in Texas Local Government Code Chapter 395 and its successors.

(8) When a Cottage development per Article 5. Zoning Districts and use Regulations, Section 31. CHD – Cottage Housing Development Overlay District includes a master irrigation meter for the common areas and all other irrigated space including lawns on individual lots and the services to the Cottages will not be used for irrigation the number of water service units for a 5/8" Non-turbine meter shall be .65 LUE. Each cottage shall have its own 5/8" domestic water meter

Section 1.10 Impact Fees per Service Unit

(1) The maximum impact fee per service unit for each service area shall be computed by dividing the growth-related capital construction cost of service in the service area identified in the capital improvements plan for that category of capital improvements, by the total number of projected service units anticipated within the service area which are necessitated by and attributable to new development and based on the land use assumptions for that service area. The initial base amount of maximum impact fee per service unit for each service area shall be established by category of capital improvements and shall be set forth in Exhibit C to this Ordinance.

(2) Exhibit C may be amended by the City Council according to the procedure set forth in Texas Local Government Code Chapter 395 and its successors.

(3) The effective Impact Fees per service unit may be amended from time to time by the City Council through ordinance amendment to any amount less than or equal to that set forth in Exhibit C to this ordinance.

(4) The effective Impact Fees per service unit shall be equal to or less than the maximum Impact Fees per service unit as set forth in Exhibit C to this ordinance.

(5) Unless changed by subsequent ordinance the effective Impact Fees per Living Unit Equivalent (LUE) for water and wastewater shall be:

Seven Thousand Six Hundred Twenty-Nine Dollars (\$7,629) broken down as follows: Two Thousand Five Hundred Nine Dollars (\$2,509) for water facilities and Five Thousand One Hundred Twenty Dollars (\$5,120) for wastewater facilities.

(6) The impact fees per service unit set forth in Section 1.10 (5) shall apply to any plat application filed after the effective date of this ordinance.

(7) Impact fees assessed by previous ordinances are attached hereto as Exhibits C1 – C9 and incorporated herein by reference.

Section 1.11 Assessment of Impact Fees

(1) The approval of any subdivision of land or of any new development shall include as a condition the assessment of the impact fee applicable to such development.

(2) Assessment of the impact fee for any new development shall be made as follows:

(a) For a development which is submitted for approval pursuant to the City's subdivision ordinances, regulations and policies, and/or the Development Plat Ordinance, following the effective date of this Ordinance, assessment shall be on the date of filing of a completed application for preliminary plat approval, and shall be the amount as set forth in Section 1.10(5).

(b) For a development which has received final plat approval but for which there has been no prior assessment of fees, fees shall be assessed pursuant to Exhibit C, except as provided for in section 1.11(2)(d).

(c) For land on which new development occurs or is proposed to occur without platting, assessment shall be made at the time upon which an Application for City Utility Service is filed, and shall be calculated as set forth in Section 1.10(5).

(d) For any assessments made after the effective date of this ordinance, the impact fee per service unit set forth in Section 1.10 (5) shall apply. Any development that has received final plat approval, and has been assessed an impact fee under a previous ordinance, which is noted on the subdivision or development plat, shall not have the previously assessed impact fee changed. Any development that has received final plat approval prior to December 11, 1990, shall be assessed a unit fee per Exhibit C9.

(e) Because fire protection is of critical concern to the community as a whole, water demand related solely to fire protection is not subject to assessment of an impact fee. However, if the fire protection capacity of the fire demand meter is routinely utilized for domestic purposes as evidenced by the registration of consumption recorded on the City of Boerne's meter-reading and billing systems, the current owner of the property shall be assessed the current impact fees, as set forth in Section 1.10(5), for the fire protection capacity which has been converted to domestic capacity by its routine usage as domestic capacity.

(3) Following assessment of the impact fee pursuant to subsection (2), no additional impact fees or increases thereof shall be assessed against that development unless the number of service

units increases, as set forth under Section 1.09. An increase in service units shall be deemed to have occurred when existing development with existing services for which impact fees have been paid is redeveloped or otherwise altered to require additional water and/or wastewater capacity. The additional service units provided to the lot shall be assessed impact fees based on difference in LUE's between the new services and previous services multiplied by the Effective Impact fee per LUE in accordance with Section 1.10(5).

(4) Following the lapse or expiration of approval for a preliminary plat, which was made pursuant to the Subdivision Ordinance, the assessment made at the time the completed application for a preliminary plat was filed expires, and a new assessment shall be made in accordance with the procedure described in Section 1.11 (2)

Section 1.12 Calculation of Impact Fees

(1) Following the request for new development as provided in Section 1.11 of this Ordinance, the City shall compute impact fees due for the new development in the following manner:

- (a) The applicable number of service units per dwelling unit or per water meter size shall be determined according to Section 1.09 of this Ordinance;
- (b) Service units for all land uses for the development shall be summed;
- (c) The total service units shall be multiplied by the appropriate per-unit fee amount determined as set forth in Section 1.10; and
- (d) Fee credits and offsets shall be subtracted as determined by the process prescribed in Section 1.14 of this Ordinance.

(2) The amount of each impact fee due for a new development, whether calculated at time of final plat approval or at time of Application for City Utility Service, shall not exceed an amount computed by multiplying the fee assessed per service unit pursuant to Section 1.10 by the number of service units generated by the development.

Section 1.13 Collection of Impact Fees

(1) No approval of Application for City Utility Service shall be made until all relevant impact fees have been paid to the City, or until a "notice of impact fee due" is recorded as provided in this Section, except as provided otherwise by contract.

(2) For a platted or unplatted development which is submitted in accordance with all applicable ordinance submission requirements for approval pursuant to the City's subdivision regulations and Utilities policies subsequent to the effective date of this Ordinance, impact fees shall be collected at the time of Application for City Utility Service or Application for Building Permit for use of water and wastewater utility facilities in an amount as determined in Section 1.11 and 1.12 above.

(3) For a development which has received final plat approval prior to the effective date of this Ordinance and for which no replatting is necessary prior to provision of a water or wastewater utility services, impact fees shall be collected at the time of Application for City Utility Service or Application for Building Permit except as provided by Section 1.14.

(4) In the event that a water or wastewater utility service is provided as the result of a conversion from an individual well, or septic or other individual waste disposal system, the appropriate fee shall be collected at the time of Application for City Utility Service, except as provided below:

(a) At the request of the applicant, and with the approval of the City Manager, the impact fees for such customers may be paid in increments over a period of not more than one year, with interest computed on the unpaid balance at the statutory rate as set forth in Tex. Rev. Civ. Stat.art.5069-1.03, or any successor statute.

(b) If the applicant chooses this extended payment option, the applicant shall, as a condition of utility service, sign and file with the City Manager, and consent to the recordation of, a "notice of impact fee due", which shall be recorded as a lien against the subject property. The City shall release the lien held only upon payment in full of the impact fees and any late penalties and applicable interest.

(c) Late payments shall subject the applicant to a penalty of ten percent of the amount due and additional interest in addition to all other remedies available to the City as lien holder.

(5) In no case will the unit fee collected be higher than the assessed fee per LUE, as specified herein.

Section 1.14 Offsets and Credits Against Impact Fees

(1) The City shall offset the present value of any area-related facilities listed in the CIP, pursuant to rules established in this section, and which have been dedicated to and have been received by the City, including the value of rights-of-way or capital improvements constructed pursuant to an agreement with the City, against the amount of the impact fee due for that category of capital improvement.

(2) The City shall credit impact fees which have been paid pursuant to Ordinance No. 84-14, Ordinance No. 90-22, Ordinance No. 98-02, Ordinance No. 2001-12, Ordinance No. 2005-67, Ordinance No. 2006-27, Ordinance No. 2009-15, Ordinance No. 2014-01, Ordinance 2014-38, Ordinance 2015-03, Ordinance 2017-13, and Ordinance 2019-56 prior to the effective date of this Ordinance, against the amount of an impact fee due for that category of capital improvement, subject to guidelines established by the City.

(3) All offsets and credits against impact fees shall be subject to the following limitations and shall be granted based on this Ordinance and additional standards promulgated by the City, which may be adopted as administrative guidelines:

(a) No offset or credit shall be given for the dedication or construction of site-related facilities.

(b) The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the capital improvements plan for the category of facility within the service area for which the impact fee is imposed.

(c) If an offset or credit applicable to a plat has not been exhausted within ten (10) years from the date of the acquisition of the first building permit issued or connection made after the effective date of this ordinance or within such period as may be otherwise designated by contract, such offset or credit shall lapse.

(d) In no event will the City reimburse the property owner or developer for an offset or credit when no impact fees for the new development can be collected pursuant to this Ordinance or for any amount exceeding the total impact fees due for the development for that category of capital improvement as specified in Section 1.10(5), unless otherwise agreed to by the City.

(4) An applicant for new development must apply for an offset or credit against impact fees due for the development either at the time of application for final plat approval or at the time of application for City Utility Service, unless the City agrees to a different time. The applicant shall file a petition for offsets or credits with the City on a form provided for such purpose. The contents of the petition shall be established by administrative guidelines. The City must provide the applicant, in writing, with a decision on the offset or credit request, including the reasons for the decision. The decision shall specify the maximum value of the offset or credit which may be applied against an impact fee, which amount and the date of the determination shall be associated with the plat for the new development.

(5) The available offset or credit associated with the plat shall be applied against an impact fee at time of final plat (if fees are paid at that time), or alternatively in the following manner:

(a) Such offset or credit shall be prorated equally among all living unit equivalents, as calculated in Section 1.09, and remain applicable to such LUE's, to be applied at time of filing and acceptance of an application for City Utility Service, as appropriate, against impact fees due.

(b) If the total number of LUE's used by the City in the original offset or credit calculation described in (a) is eventually exceeded by the number of total LUE's realized by the actual development, the City may, at its sole discretion, collect the full impact fee exclusive of any associated offset or credits for the excess LUE's.

(c) At its sole discretion, the City may authorize alternative credit or offset agreements upon petition by the owner in accordance with guidelines promulgated by the City.

Section 1.15 Establishment of Accounts

(1) The City shall establish separate interest bearing accounts, in an institution authorized in the City's Investment Policy, for the two major categories of water and wastewater facilities for which an impact fee is imposed pursuant to this Ordinance.

(2) Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds authorized in Section 1.16.

(3) The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the accounts are utilized solely for the purposes authorized in Section 1.16. Disbursement of funds shall be authorized by the City Council of Boerne at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance; provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.

(4) The City Manager shall maintain and keep adequate financial records for each such account, which shall show the source and disbursement of all revenues, which shall account for all monies received, and which shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of projects specified in the capital improvements program as area-related facilities. The City shall also maintain such records as are necessary to ensure that refunds are appropriately made under the provision in Section 1.18 of this Ordinance.

Section 1.16 Use of Proceeds of Impact Fee Amounts

(1) The impact fees collected pursuant to this Ordinance may be used to finance or to recoup capital construction costs of service. Impact fees may also be used to retire bonds or pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such water and wastewater capital improvements or facilities expansions as included in the CIP.

(2) Impact fees collected pursuant to this Ordinance shall not be used to pay for any of the following expenses:

(a) Construction, acquisition or expansion of capital improvements or assets other than those identified for the appropriate utility in the capital improvements plan;

(b) Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;

(c) Upgrading, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(d) Upgrading, expanding, or replacing existing capital improvements to provide better service to existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding, or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or

(e) Administrative and operating costs of the City of Boerne.

Section 1.17 Appeals

(1) The property owner or applicant for new development may appeal the following decisions to the City Council of Boerne:

- (a) The applicability of an impact fee to the development;
- (b) The availability or the amount of an offset or credit;
- (c) The application of an offset or credit against an impact fee due;
- (d) The amount of the refund due, if any.

(2) The burden of proof shall be on the appellant to demonstrate that the amount of the fee or the amount of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets and credits.

(3) The appellant must file a notice of appeal with the City Manager of Boerne within thirty (30) days following the decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Secretary in an amount equal to the original determination of the impact fee due, the development application or Application for City Utility Service may be processed while the appeal is pending.

Section 1.18 Refunds

(1) Any impact fee or portion thereof collected pursuant to this Ordinance which has not been expended within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid, or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Tex. Rev. Civ. Stat. Art. 5069-1.03, or any successor statute.

(2) An impact fee collected pursuant to this Ordinance shall be considered expended if the total expenditures for capital improvements or facilities expansions authorized in Section 1.16 within ten (10) years following the date of payment exceed the total fees collected for such improvements or expansions during such period.

(3) If a refund is due pursuant to subsections (1) and (2), the City shall pro-rate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner or governmental entity shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(4) Upon the request of an owner of the property on which an impact fee has been paid, the City shall refund such fees if:

- (a) Existing service is available and service is denied; or

(b) Service was not available when the fee was collected and the City has failed to commence construction of facilities to provide service within two years of fee payment; or

(c) Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in any event later than five years from the date of fee payment.

(5) The City shall refund an appropriate proportion of impact fee payments in the event that a previously purchased water meter is replaced with a smaller meter, based on the LUE differential of the two meter sizes and the per-LUE fee at the time of the original fee payment, less an administrative charge of \$50.

(6) Petition for refunds shall be submitted to the City Manager on a form provided by the City for such purpose. Within two months of the date of receipt of a petition for refund, the City Manager must provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund is due to the petitioner, the City Manager shall cause a refund payment be made to the petitioner. The petitioner may appeal the determination to the City Council of Boerne, as set forth in Section 1.17.

Section 1.19 Updates to the Plan and Revision of Fees

The City shall review the land use assumptions and capital improvements plan for water and wastewater facilities at an interval consistent with the requirements set forth in Texas Local Government Code Chapter 395, or any successor statute. The City Council shall accordingly then make a determination of whether changes to the land use assumptions, capital improvements plan or impact fees are needed and shall, in accordance with the procedures set forth in Texas Local Government Code Chapter 395, or any successor statute, either update the fees or make a determination that no update is necessary.

Section 1.20 Functions of the Advisory Committee

(1) The functions of the Advisory Committee are those set forth in Texas Local Government Code Chapter 395, or any successor statute, and shall include the following:

(a) Advise and assist the City in adopting land use assumptions;

(b) Review the capital improvements plan regarding water and wastewater capital improvements and file written comments thereon;

(c) Monitor and evaluate implementation of the capital improvements plan;

(d) Advise the City of the need to update or revise the land use assumptions, capital improvements program, and impact fees; and

(e) File a semiannual report evaluating the progress of the City in achieving the capital improvements plans and identifying any problems in implementing the plans or administering the impact fees.

(2) The City shall make available to the Advisory Committee any professional reports prepared in the development or implementation of the capital improvements plan.

(3) The Council shall adopt procedural rules for the committee to follow in carrying out its duties.

Section 1.21 Agreement for Capital Improvements

The City Council of Boerne may approve the owner of a new development to construct or finance some of the public improvements identified in the CIP. In the case of such approval, the property owner must enter into an agreement with the City prior to fee collection. The agreement shall be on a form approved by the City, and shall establish the estimated cost of improvement, the schedule for initiation and completion of the improvement, a requirement that the improvement shall be completed to City standards, and any other terms and conditions the City deems necessary. The City Manager shall review the improvement plan, verify costs and time schedules, determine if the improvement is contained in the CIP, and determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable impact fee before submitting the proposed agreement to the Council for approval.

Section 1.22 Use of Financing Mechanisms

(1) The City may finance water and wastewater capital improvements of facilities expansions designated in the capital improvements plan through the use of operating cash transfers, issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.

(2) Except as herein otherwise provided, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge, or assessment which is lawfully imposed on and due against the property.

Section 1.23 Impact Fees as Additional and Supplemental Regulation

(1) Impact fees established by this Ordinance are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or water or wastewater utility service or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of City's Comprehensive Plan, capital improvements plan, zoning ordinance, subdivision regulations, and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

(2) This Ordinance shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision

regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Section 1.24 Relief Procedures

(1) Any person who has paid an impact fee or an owner of land upon which an impact fee has been paid may petition the Council to determine whether any duty required by this ordinance has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within sixty (60) days of the request. If the Council determines that the duty is required pursuant to the ordinance and is late in being performed, it shall cause the duty to commence within sixty (60) days of the date of the request and to continue until completion.

(2) The Council may grant a variance or waiver from any requirement of this ordinance, upon written request by a developer or owner of property subject to the ordinance, following a public hearing, and only upon finding that a strict application of such requirement would when regarded as a whole, result in confiscation of the property.

(3) The Council may grant a waiver from any requirement of this ordinance on other grounds, as may be set forth in administrative guidelines.

(4) If the Council grants a variance or waiver to the amount of the impact fees due for a new development under this Section, it shall cause to be appropriated from other City funds the amount of the reduction in the impact fees to the account in which the fees would have been deposited.

Section 1.25 Exemption from Ordinance

No exemptions will be granted from payment of applicable water and wastewater impact fees, except as provided for in Section 1.14.

Section 1.26 Credits Against Impact Fees for Conservation

The City's impact fee program promotes conservation by incentivizing the use of smaller meters. Developers may qualify for special credits if they implement private conservation systems that reduce demand on City infrastructure. To be considered for a credit, developers must submit an engineering analysis that demonstrates reduced water consumption and/or wastewater generation. Credit amounts are determined based on documented reductions in water use or wastewater generation, evaluated through engineering analyses, impact fee study methodologies, or standardized percentage-based savings. Developers must also provide a maintenance plan to ensure these conservation benefits are permanent. No credits will be given to developments that are connected to the City's reclaimed water system.

ARTICLE II

WATER FACILITIES FEES

Section 2.01 Water Service Area

- (1) There is hereby established a conceptual water service area for planning and impact fee calculation purposes as depicted in Exhibit A, attached hereto and incorporated by reference.
- (2) The boundaries of the water service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in Section 1.07.

Section 2.02 Water Improvements Plan

- (1) The Water Improvements Plan for the City of Boerne for impact fee calculation purposes is hereby adopted as Exhibit D attached hereto and incorporated by reference herein.
- (2) The Water Improvements Plan may be amended from time to time, pursuant to the procedures set forth in Texas Local Government Code Chapter 395 and its successors.

Section 2.03 Water Facilities Fees

- (1) The maximum base impact fees per service unit for water facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.
- (2) The impact fees per service unit for water facilities may be amended from time to time, pursuant to the procedures in Section 1.10.

ARTICLE III

WASTEWATER FACILITIES FEES

Section 3.01 Wastewater Service Area

- (1) There is hereby established a conceptual wastewater service area for planning purposes and impact fee calculation as depicted on Exhibit A, attached hereto and incorporated herein by reference.
- (2) The boundaries of the conceptual wastewater service area may be amended from time to time, and new wastewater service areas may be delineated, pursuant to the procedures in Section 1.07.

Section 3.02 Wastewater Improvements Plan

(1) The Wastewater Improvements Plan for the City of Boerne for impact fee calculation purposes is hereby adopted as Exhibit E attached hereto and incorporated by reference herein.

(2) The Wastewater Improvements Plan may be amended from time to time, pursuant to the procedures set forth in Texas Local Government Code Chapter 395 and its successors.

Section 3.03 Wastewater Facilities Fees

(1) The maximum base impact fees per service unit for wastewater facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.

(2) The impact fees per service unit for wastewater facilities may be amended from time to time, pursuant to the procedures in Section 1.10.

ARTICLE IV

MISCELLANEOUS PROVISIONS

If any sentence, section, subsection, clause, phrase, part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, and welfare. Any member of the City Council, City official, or employee charged with the enforcement of this ordinance, acting for the City in the discharge of his or her duties, shall not thereby render himself or herself personally liable; and is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Boerne in court of competent jurisdiction, and this remedy shall be in addition to any penalty provision in this ordinance.

This Ordinance shall take effect immediately upon passage on the second reading.

PASSED, APPROVED, and ADOPTED on second reading this ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
POTENTIAL SERVICE AREA MAP

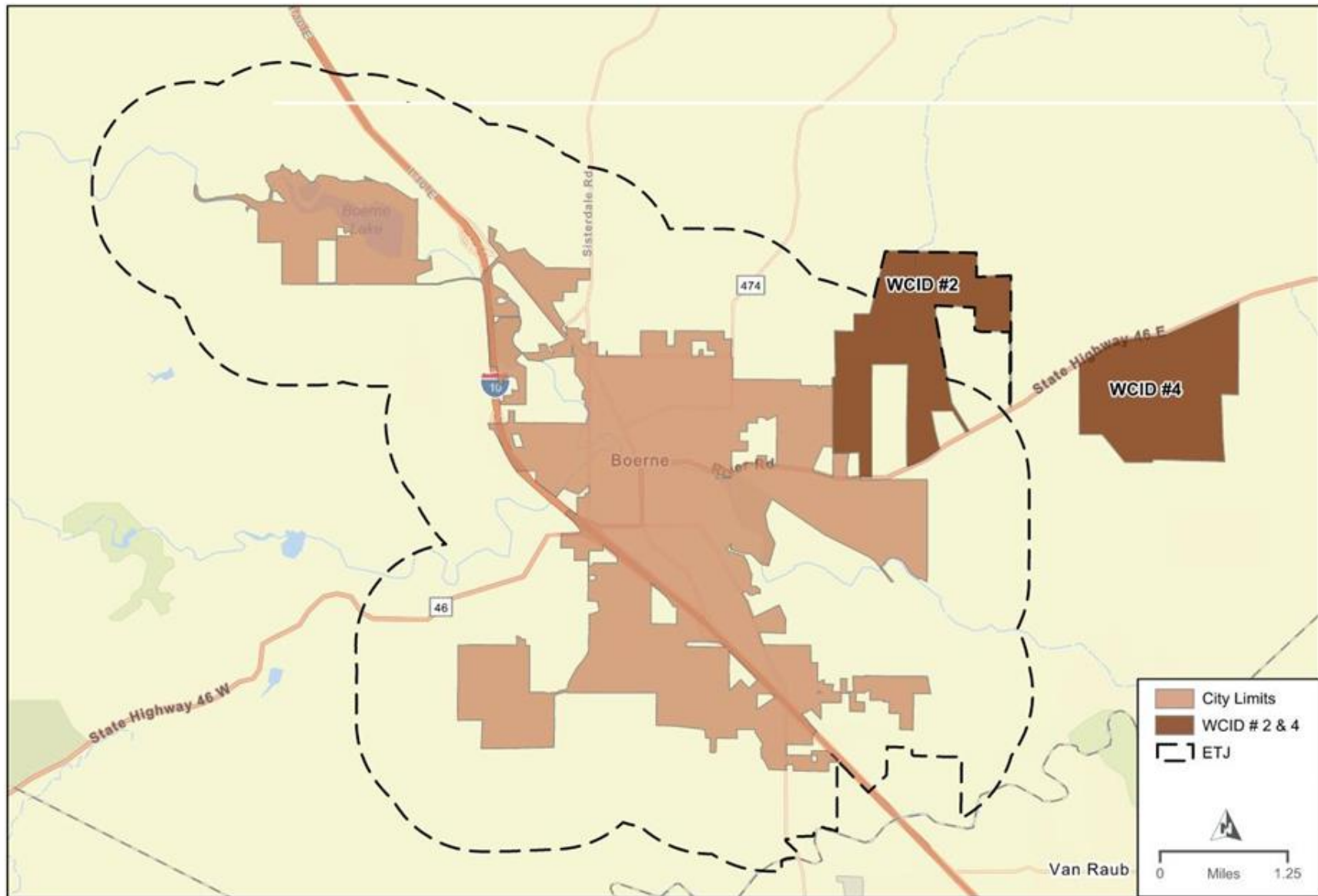


EXHIBIT B

LAND USE ASSUMPTIONS

Current and Projected Land Use

<i>Item</i>	<i>Current</i>		<i>Future (Including ETJ)</i>	
	<i>Acres</i>	<i>%</i>	<i>Acres</i>	<i>%</i>
Rural Residential	3,750	13.4%	3,500	12.5%
Single-Family Residential	8,000	30.4%	12,000	46.5%
Multi-Family Residential	250	0.9%	400	1.4%
Mobile/Manufactured Homes	150	0.5%	150	0.5%
Commercial/Schools/Churches	2,750	9.8%	3,500	12.5%
Utility/Transportation	400	1.4%	500	1.8%
Industrial	60	0.2%	120	0.4%
Government Owned/Parks	1,000	3.6%	1,500	5.4%
Agricultural/Undeveloped/Open Space	10,473	39.7%	5,163	19.0%
Total Land Use Acreage	26,833	100%	26,833	100%
Source: Adapted from Boerne 2018 Master Plan – Technical Plan, August 28, 2018. Land values have been projected from those contained in the plan to be consistent with recent and current growth forecast. Acreage includes the land area of WCID #4.				

EXHIBIT C**SCHEDULE OF MAXIMUM IMPACT FEES**

UTILITY	CALCULATED FEE	RATE CREDIT	MAXIMUM FEE
WATER	\$3,294	\$786	\$2,509
WASTEWATER	\$5,637	\$517	\$5,120

EXHIBIT C1**IMPACT FEES BY METER SIZE**

ASSESSED BEGINNING May 23, 2023

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	\$2,509.00	\$5,120.00	\$7,629.00
3/4"	1.5	\$3,763.50	\$7,680.00	\$11,443.50
1"	2.5	\$6,272.50	\$12,800.00	\$19,072.50
1 1/2"	5.0	\$12,545.00	\$25,600.00	\$38,145.00
2" Non-turbine	8.0	\$20,072.00	\$40,960.00	\$61,032.00
2" Compound	8.0	\$20,072.00	\$40,960.00	\$61,032.00
2" Turbine	10.0	\$25,090.00	\$51,200.00	\$76,290.00
3" Compound	16.0	\$40,144.00	\$81,920.00	\$122,064.00
3" Turbine	25.0	\$62,725.00	\$128,000.00	\$190,725.00
4" Compound	25.0	\$62,725.00	\$128,000.00	\$190,725.00
4" Turbine	42.0	\$105,378.00	\$215,040.00	\$320,418.00
6" Compound	50.0	\$125,450.00	\$256,000.00	\$381,450.00
6" Turbine	92.0	\$230,828.00	\$471,040.00	\$701,868.00
8" Turbine	160.0	\$401,440.00	\$819,200.00	\$1,220,640.00
10" Turbine	250.0	\$627,250.00	\$1,280,000.00	\$1,907,250.00
12" Turbine	330.0	\$827,970.00	\$1,689,600.00	\$2,517,570.00

EXHIBIT C2**IMPACT FEES BY METER SIZE**

ASSESSED DECEMBER 10, 2019, to May 22, 2023

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	\$5,743.00	\$3,814.00	\$9,557.00
3/4"	1.5	\$8,614.50	\$5,721.00	\$14,335.50
1"	2.5	\$14,357.50	\$9,535.00	\$23,892.50
1 1/2"	5.0	\$28,715.00	\$19,070.00	\$47,785.00
2" Non-turbine	8.0	\$45,944.00	\$30,512.00	\$76,456.00
2" Compound	8.0	\$45,944.00	\$30,512.00	\$76,456.00
2" Turbine	10.0	\$57,430.00	\$38,140.00	\$95,570.00

3" Compound	16.0	\$91,888.00	\$61,024.00	\$152,912.00
3" Turbine	25.0	\$143,575.00	\$95,350.00	\$238,925.00
4" Compound	25.0	\$143,575.00	\$95,350.00	\$238,925.00
4" Turbine	42.0	\$241,206.00	\$160,188.00	\$401,394.00
6" Compound	50.0	\$287,150.00	\$190,700.00	\$477,850.00
6" Turbine	92.0	\$528,356.00	\$350,888.00	\$879,244.00
8" Turbine	160.0	\$918,880.00	\$610,240.00	\$1,529,120.00
10" Turbine	250.0	\$1,435,750.00	\$953,500.00	\$2,389,250.00
12" Turbine	330.0	\$1,895,190.00	\$1,258,620.00	\$3,153,810.00

EXHIBIT C3
IMPACT FEES BY METER SIZE
 ASSESSED OCTOBER 15, 2014 to DECEMBER 9, 2019

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	\$4,081.00	\$3,218.00	\$7,299.00
3/4"	1.5	\$6,121.50	\$4,827.00	\$10,948.50
1"	2.5	\$10,202.50	\$8,045.00	\$18,247.50
1 1/2"	5.0	\$20,405.00	\$16,090.00	\$36,495.00
2" Non-turbine	8.0	\$32,648.00	\$25,744.00	\$58,392.00
2" Compound	8.0	\$32,648.00	\$25,744.00	\$58,392.00
2" Turbine	10.0	\$40,810.00	\$32,180.00	\$72,990.00
3" Compound	16.0	\$65,296.00	\$51,488.00	\$116,784.00
3" Turbine	22.0	\$89,782.00	\$70,796.00	\$160,578.00
4" Compound	25.0	\$102,025.00	\$80,450.00	\$182,475.00
4" Turbine	42.0	\$171,402.00	\$135,156.00	\$306,558.00
6" Compound	50.0	\$204,050.00	\$160,900.00	\$364,950.00
6" Turbine	92.0	\$375,452.00	\$296,056.00	\$671,508.00
8" Turbine	160.0	\$652,960.00	\$514,880.00	\$1,167,840.00
10" Turbine	250.0	\$1,020,250.00	\$804,500.00	\$1,824,750.00
12" Turbine	330.0	\$1,346,730.00	\$1,061,940.00	\$2,408,670.00

EXHIBIT C4
IMPACT FEES BY METER SIZE
 ASSESSED JUNE 10, 2009 – OCTOBER 14, 2009

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	\$2,563.00	\$4,580.00	\$7,143.00
3/4"	1.5	\$3,844.50	\$6,870.00	\$10,714.50
1"	2.5	\$6,407.50	\$11,450.00	\$17,857.50
1 1/2"	5.0	\$12,815.00	\$22,900.00	\$35,715.00
2" Simple	8.0	\$20,504.00	\$36,640.00	\$57,144.00
2" Turbine	12.0	\$30,756.00	\$54,960.00	\$85,716.00

3" Compound	16.0	\$41,008.00	\$73,280.00	\$114,288.00
3" Turbine	25.0	\$64,075.00	\$114,500.00	\$178,575.00
4" Compound	25.0	\$64,075.00	\$114,500.00	\$178,575.00
4" Turbine	42.0	\$107,646.00	\$192,360.00	\$300,006.00
6" Compound	50.0	\$128,150.00	\$229,000.00	\$357,150.00
6" Turbine	92.0	\$235,796.00	\$421,360.00	\$657,156.00
8" Compound	80.0	\$205,040.00	\$366,400.00	\$571,440.00
8" Turbine	160.0	\$410,080.00	\$732,800.00	\$1,142,880.00
10" Compound	115.0	\$294,745.00	\$526,700.00	\$821,445.00
10" Turbine	250.0	\$640,750.00	\$1,145,000.00	\$1,785,750.00
12" Turbine	330.0	\$845,790.00	\$1,511,400.00	\$2,357,190.00

EXHIBIT C5
IMPACT FEES BY METER SIZE
 ASSESSED OCTOBER 26, 2005 – JUNE 9, 2009

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	\$2,536.16	\$3,154.12	\$5,690.28
3/4"	1.5	\$3,804.24	\$4,731.18	\$8,535.42
1"	2.5	\$6,340.40	\$7,885.30	\$14,225.70
1 1/2"	5.0	\$12,680.80	\$15,770.60	\$28,451.40
2" Simple	8.0	\$20,289.28	\$25,232.96	\$45,522.24
3" Compound	16.0	\$40,578.56	\$50,465.92	\$91,044.48
3" Turbine	25.0	\$63,404.00	\$78,853.00	\$142,257.00
4" Compound	25.0	\$63,404.00	\$78,853.00	\$142,257.00
4" Turbine	42.0	\$106,518.72	\$132,473.04	\$238,991.76
6" Compound	50.0	\$126,808.00	\$157,706.00	\$284,514.00
6" Turbine	92.0	\$233,326.72	\$290,179.04	\$523,505.76
8" Compound	80.0	\$202,892.80	\$252,329.60	\$455,222.40
8" Turbine	160.0	\$405,785.60	\$504,659.20	\$910,444.80
10" Compound	115.0	\$291,658.40	\$362,723.80	\$654,382.20
10" Turbine	250.0	\$634,040.00	\$788,530.00	\$1,422,570.00
12" Turbine	330.0	\$836,932.80	\$1,040,859.60	\$1,877,792.40

EXHIBIT C6
IMPACT FEES BY METER SIZE
 ASSESSED MAY 9, 2001 – OCTOBER 25, 2005

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	\$1,464.00	\$1,173.00	\$2,637.00
3/4"	1.5	\$2,196.00	\$1,759.50	\$3,955.50
1"	2.5	\$3,660.00	\$2,932.50	\$6,592.50
1 1/2"	5.0	\$7,320.00	\$5,865.00	\$13,185.00
2" Simple	8.0	\$11,712.00	\$9,384.00	\$21,096.00

2" Compound	8.0	\$11,712.00	\$9,384.00	\$21,096.00
2" Turbine	10.0	\$14,640.00	\$11,730.00	\$26,370.00
4" Compound	25.0	\$36,600.00	\$29,325.00	\$65,925.00
4" Turbine	42.0	\$61,488.00	\$49,266.00	\$110,754.00
6" Compound	50.0	\$73,200.00	\$58,650.00	\$131,850.00
6" Turbine	92.0	\$134,688.00	\$107,916.00	\$242,604.00
8" Compound	80.0	\$117,120.00	\$93,840.00	\$210,960.00
8" Turbine	160.0	\$234,240.00	\$187,680.00	\$421,920.00
10" Turbine	250.0	\$366,000.00	\$293,250.00	\$659,250.00
12" Turbine	330.0	\$483,120.00	\$387,090.00	\$870,210.00

EXHIBIT C7

IMPACT FEES BY METER SIZE ASSESSED MARCH 11, 1998 – MAY 8, 2001

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	\$1,746.00	\$1,065.00	\$2,811.00
3/4"	1.5	\$2,619.00	\$1,597.50	\$4,216.50
1"	2.5	\$4,365.00	\$2,662.50	\$7,027.50
1 1/2"	5.0	\$8,730.00	\$5,325.00	\$14,055.00
2" Simple	8.0	\$13,968.00	\$8,520.00	\$22,488.00
2" Compound	8.0	\$13,968.00	\$8,520.00	\$22,488.00
2" Turbine	10.0	\$17,460.00	\$10,650.00	\$28,110.00
4" Compound	25.0	\$43,650.00	\$26,625.00	\$70,275.00
4" Turbine	42.0	\$73,332.00	\$44,730.00	\$118,062.00
6" Compound	50.0	\$87,300.00	\$53,250.00	\$140,550.00
6" Turbine	92.0	\$160,632.00	\$97,980.00	\$258,612.00
8" Compound	80.0	\$139,680.00	\$85,200.00	\$224,880.00
8" Turbine	160.0	\$279,360.00	\$170,400.00	\$449,760.00
10" Turbine	250.0	\$436,500.00	\$266,250.00	\$702,750.00
12" Turbine	330.0	\$576,180.00	\$351,450.00	\$927,630.00

EXHIBIT C8

IMPACT FEES ASSESSED NOVEMBER 14, 1990 – MARCH 10, 1998

WATER FEE PER LUE	WASTEWATER FEE PER LUE	TOTAL FEE PER LUE
\$465.00	\$560.00	\$1,025.00

Fee assessment per LUE = Unit fee x (1.03)ⁿ

Unit Fee = the base amount of effective impact fee per service unit, as set forth above.

ⁿ = the elapsed time in years or portion of years from November 14, 1990.

EXHIBIT C9

IMPACT FEES BY USE/METER SIZE ASSESSED JUNE 12, 1984 – NOVEMBER 13, 1990

	WATER FEE	WASTEWATER FEE	TOTAL FEE
Single family dwellings	\$350.00	\$675.00	\$1,025.00
Multi-family dwellings up to 4 units	\$350.00**	\$600.00**	\$950.00**
Multi-family dwellings greater than 4 units	\$350.00**	\$575.00**	\$925.00**
Hospitals and/or Nursing Homes	\$250.00*	\$500.00*	\$750.00*
Hotels and Motels	\$125.00**	\$250.00**	\$375.00**

* Bed

** Unit

All other commercial and industrial fees will be based on water meter size as follows:

METER SIZE	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	\$350.00	\$675.00	\$1,025.00
1"	\$875.00	\$1,688.00	\$2,563.00
1 1/2"	\$1,750.00	\$3,375.00	\$5,125.00
2"	\$2,800.00	\$5,400.00	\$8,200.00
4"	\$8,750.00	\$16,875.00	\$25,625.00
6"	\$28,000.00	\$54,000.00	\$82,000.00

EXHIBIT D

WATER IMPROVEMENTS PLAN

<i>Water Capital Projects</i>	<i>Cost</i>
WATER TREATMENT	
WTP Expansion	\$20,000,000
WATER PUMPING	
Amman Road Water Tank & Pump Station	2,240,000
WATER SUPPLY	
GBRA Amman Road Main	2,570,000
WCID #4 Supply Main (Amman)	2,000,000
WCID #4 Supply Main (SH-46) – Oversizing	175,000
RECLAIMED WATER	
Reclaimed Main Transmission Upgrade	1,050,000
Trails of Herff Ranch Reclaimed Main	1,100,000
Reclaimed Water Elevated Storage	1,800,000
SH-46 Main Bore	200,000
WWTRC Storage Tank and Pumps	1,660,000
Total 10-Year Projects for Growth	\$32,795,000

EXHIBIT E

WASTEWATER IMPROVEMENTS PLAN

<i>Wastewater Capital Projects</i>	<i>Cost</i>
WASTEWATER TREATMENT	
1st WWTRC Expansion	\$8,805,000
2 nd WWTRC Expansion	14,000,000
PUMPING (Lift Stations)	
School Lift Station 3 rd Wet Well Addition	1,200,000
INTERCEPTORS	
South Cibolo Collector	7,000,000
Suggs Creek Sewer Main	2,250,000
Trails of Herff Ranch Main	2,090,000
Total 10-Year Projects for Growth	\$35,.345,000

CITY OF BOERNE

MEMORANDUM

TO: Andrea Snouffer, Utilities Administrative Supervisor

FROM: Mick McKamie, City Attorney

RE: SB 14 – Conservation and Reuse Credits Against Water and Wastewater Impact Fees

DATE: October 31, 2025

You have requested guidance regarding the new requirement under Senate Bill 14 (89th Legislature, 2nd Called Session) to implement policies and procedures for providing credits against water and wastewater impact fees for conservation and reuse. This memorandum addresses the statutory requirements, implementation timeline, and the City's approach to structuring defensible credit policies.

1. STATUTORY BACKGROUND

Senate Bill 14, passed during the 2nd Called Session of the 89th Legislature, added new Section 395.0231 to the Texas Local Government Code, effective January 1, 2026. This provision was originally introduced as SB 1253 during the regular session but was vetoed by the Governor due to unrelated groundwater conservation district provisions. The legislature addressed the Governor's concerns and passed the water conservation impact fee credit provisions separately in the second called session.

2. STATUTORY REQUIREMENTS

Section 395.0231 imposes three primary requirements on political subdivisions that assess water and wastewater impact fees:

A. Mandatory Credit Requirement

The statute uses mandatory language: a political subdivision "shall provide a credit" against water and wastewater impact fees to a builder or developer for "the construction, contribution, or dedication of an eligible facility, system, or product that results in water reuse, conservation, or savings." Tex. Loc. Gov't Code § 395.0231(a). This is not discretionary.

B. Eligible Facilities, Systems, or Products

Section 395.0231(b) defines four categories of eligible facilities, systems, or products:

1. Those that "reduce per service unit water consumption, supply requirements, or necessary treatment and distribution infrastructure per service unit";
2. Those that "decrease the need of wastewater collection and treatment facilities per service unit";
3. Those that "diminish the demand for stormwater and drainage facilities per service unit"; or

4. Those that "integrate practices or technologies that achieve water efficiency, reuse, or conservation performance that exceed standard compliance requirements."

C. Procedural Requirements

The statute requires that political subdivisions "establish procedures for: (1) calculating and applying the credits in a fair and consistent manner; and (2) reviewing and approving credits under this section." Tex. Loc. Gov't Code § 395.0231(c).

3. ABSENCE OF STATE GUIDELINES

Notably, the statute provides no specific guidance on:

- The amount of credits to be provided;
- The methodology for calculating credits;
- What specifically qualifies for credits beyond the broad categories listed;
- How to measure the degree of conservation, reuse, or savings;
- Documentation requirements; or
- Appeal procedures.

This legislative silence gives municipalities significant discretion in crafting their credit policies, subject to the overarching requirement that procedures be "fair and consistent."

4. CITY OF BOERNE'S CURRENT SITUATION

As you noted, Boerne's current water impact fee of \$2,509 includes a reclaimed water component of \$1,102. The City incurs costs for treatment, storage, and pumping of this reclaimed water and provides it to customers who have reclaimed water meters. Your concern that crediting the full \$1,102 for customers who simply connect to the City's reclaimed water system would be inappropriate is well-founded.

5. ANALYSIS AND RECOMMENDATIONS

A. Distinguishing City-Provided Reclaimed Water from Developer Conservation Systems

The key distinction to draw is between:

1. City-provided reclaimed water services: Customers with reclaimed water meters are connecting to a City-owned and operated system. The City bears the capital and operating costs for treatment, storage, and distribution. While these customers use reclaimed water instead of potable water for irrigation and other non-potable purposes, they are not reducing the overall demand on the City's infrastructure—they are simply utilizing a different City service that the City has already built capacity to provide.

2. Developer-installed conservation systems: When a developer installs private conservation systems (such as rainwater harvesting, greywater reuse systems, low-flow fixtures exceeding code requirements, or private on-site wastewater treatment and reuse), these systems genuinely reduce the development's demand on City infrastructure. These systems result in fewer gallons needing to be supplied by the

City's water system and fewer gallons requiring collection and treatment by the City's wastewater system.

B. Defensible Interpretation Under Section 395.0231

Your proposed approach (limiting credits to conservation systems that genuinely reduce demand on City infrastructure rather than systems that simply utilize existing City services) is defensible for several reasons:

1. Statutory Purpose: The legislative purpose of SB 14 is to incentivize reduced demand on municipal infrastructure, not to provide credits for connecting to services that municipalities have already built and financed.

2. Impact Fee Legal Framework: Impact fees must be based on the capital improvements "necessitated by and attributable to the new development." Tex. Loc. Gov't Code § 395.001(4). If a development reduces its actual demand on City infrastructure, it reduces the improvements necessitated by that development. But if a development simply connects to an existing City service that was already sized and financed to serve that development, no reduction in necessitated improvements occurs.

3. "Fair and Consistent" Standard: The statute requires procedures to be "fair and consistent." It would be inconsistent—and arguably unfair to existing City utility customers—to grant impact fee credits for connecting to a City service that requires ongoing City investment and operational expense.

C. Recommended Policy Framework

The City should adopt policies that provide credits for conservation and reuse measures that demonstrably reduce demands on City water and wastewater infrastructure. Specifically:

1. No Credit for Connection to City Reclaimed Water System: Developments that connect to the City's reclaimed water system should not receive impact fee credits, as they are utilizing a City service that requires City capital investment and operations, not reducing demand on the City's systems.

2. Credits for Private Conservation Systems: Developments should be eligible for credits when they install private systems that reduce potable water consumption or wastewater generation beyond what is required by code, such as:

- a. Rainwater harvesting systems that supply irrigation, toilet flushing, or other non-potable uses and reduce demand on the City's potable water system;
- b. Greywater reuse systems that capture and reuse water on-site, reducing both potable water consumption and wastewater generation;
- c. High-efficiency fixtures and appliances that exceed code requirements and demonstrably reduce per-unit consumption;
- d. Private wastewater treatment and on-site reuse systems (where legally permissible) that eliminate wastewater flows to the City's collection and treatment system;

- e. Condensate recovery systems, cooling tower water reuse, or other commercial/industrial systems that reduce water consumption and wastewater generation;
- f. Xeriscaping, soil moisture sensors, weather-based irrigation controllers, and other landscape water conservation measures that reduce irrigation demand beyond code requirements; and
- g. Other water efficiency, reuse, or conservation technologies that demonstrably reduce per-service-unit demands on City infrastructure.

3. Credit Calculation Methodology: Credits should be calculated based on the projected reduction in demand on City infrastructure attributable to the conservation system. This can be done by:

- a. Engineering Analysis:** Requiring the developer to submit engineering calculations (prepared and sealed by a licensed professional engineer) documenting the projected reduction in water consumption and/or wastewater generation attributable to the conservation system;
- b. Impact Fee Study Methodology:** Using the same methodology employed in the City's impact fee study to translate reduced consumption into reduced infrastructure demands. For example, if the impact fee study calculates that each Equivalent Residential Connection (ERC) requires X dollars of infrastructure investment based on Y gallons per day of consumption, a conservation system that reduces consumption by Z gallons per day would receive a credit of $(Z/Y) \times X$ dollars; or
- c. Percentage-Based Approach:** Establishing predetermined credit percentages for certain categories of conservation systems based on industry standards and engineering estimates of their typical water savings (e.g., a 15% credit for WaterSense-certified homes, a 25% credit for comprehensive greywater systems, etc.).

4. Documentation and Verification: Require developers seeking credits to submit:

- a. Detailed plans and specifications for the conservation system;
- b. Engineering calculations demonstrating projected water savings;
- c. Manufacturer specifications and performance data for equipment;
- d. Irrigation plans showing reduced water demands for landscape conservation measures;
- e. As-built documentation and commissioning reports verifying installation; and
- f. Long-term maintenance plans and commitments for systems requiring ongoing maintenance.

5. Review and Approval Process: Establish a clear process for:

- a. Submission of credit applications at the time of development plan review or building permit application;

- b. City staff review (potentially by the utility department, engineering department, and City Attorney's office);
- c. Timelines for review and determination;
- d. Appeal procedures for denied or reduced credits; and
- e. Conditions for credit approval (such as requiring ongoing maintenance agreements or reverting credits if conservation systems are not installed as approved).

D. Addressing Potential Challenges

1. Developer Objections: Developers may argue that using City reclaimed water should qualify for a credit because it conserves potable water resources. The City's response should emphasize that:

- a. The reclaimed water system is a City service that required City capital investment and continues to require City operations and maintenance;
- b. The water impact fee already accounts for the reclaimed water system through its inclusion in the fee structure;
- c. The statute requires credits for facilities/systems that result in water savings to the City's systems, not credits for connecting to City services; and
- d. Granting credits for connecting to existing City infrastructure would undermine impact fee revenue without reducing the City's actual infrastructure needs.

2. Calculations and Disputes: Given the lack of state guidelines, disputes over credit calculations are likely. The City should:

- a. Engage the services of the same engineer(s) who prepared the City's impact fee study to help develop the credit calculation methodology, ensuring consistency with the underlying impact fee calculations;
- b. Establish clear documentation requirements and objective standards to the extent possible;
- c. Retain discretion to require third-party peer review (at developer expense) of complex or novel conservation systems; and
- d. Build in an administrative appeal process before credits are finalized.

6. IMPLEMENTATION TIMELINE

The statute becomes effective January 1, 2026, meaning the City must have procedures in place by that date. I recommend the following timeline:

- November 2025: Engage with HDR Engineering (or other qualified professionals) to develop credit calculation methodologies consistent with the City's impact fee study;
- December 2025: Draft policies and procedures, including application forms and review processes;
- December 2025: Present draft policies to City Council for review and discussion;

- Late December 2025: Adopt ordinance or resolution establishing procedures pursuant to Section 395.0231; and
- January 1, 2026: Procedures effective and ready for implementation.

7. COORDINATION WITH OTHER AGENCIES

I recommend reaching out to the following for additional insights:

- Texas Municipal League: TML has published materials on this topic (including a "Post-Special Session: Impact Fee Credits for Water Conservation" article) and may have model policies or guidance;
- Other Texas municipalities: Particularly those with sophisticated impact fee programs and reclaimed water systems (such as Austin, San Antonio, or Plano) to learn how they are approaching implementation; and
- Alliance for Water Efficiency or similar organizations: These groups may have technical resources on quantifying water savings from various conservation measures.

8. CONCLUSION

Senate Bill 14 creates a new mandatory requirement for municipalities to provide impact fee credits for water conservation and reuse, effective January 1, 2026. The statute provides broad categories of eligible systems but leaves municipalities with discretion to establish "fair and consistent" procedures for calculating and applying credits.

Your instinct that connecting to the City's existing reclaimed water system should not receive the same credit as private conservation systems is sound. The City can and should distinguish between:

- City-provided services that the City has invested in and operates (such as the reclaimed water distribution system), where no reduction in City infrastructure demands occurs; and
- Private developer-installed conservation systems that genuinely reduce demands on City water and wastewater infrastructure.

I recommend working with HDR Engineering and other qualified professionals to develop detailed policies and procedures before the January 1, 2026, effective date. I am available to assist with drafting the necessary ordinances and procedures, reviewing developer credit applications, and addressing any legal challenges that may arise.

Please let me know if you need any additional information.

WMM/ddp



AGENDA ITEM SUMMARY

Agenda Date	December 9, 2025
Requested Action	APPROVE RESOLUTION 2025-R91; A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL DESIGN SERVICES FOR THE GBRA WATER MAIN EXTENSION PROJECT FOR AN AMOUNT NOT TO EXCEED \$26,990.00.
Contact Person	Andrew Wilkinson – Utilities Engineer Michael Mann – Utilities Director
Background Information	<p>With the help of Kimley-Horn and Associates, we recently finalized the design of the GBRA Water Main Extension project, which will carry water from the Western Canyon Main to our new delivery point on Ammann Road. This main will also eventually serve the City of Fair Oaks Ranch's (FOR) delivery point near ours. Once construction is finished, the water main will be transferred to GBRA for maintenance and operation.</p> <p>Our City Attorney has prepared an interlocal agreement for joint funding of this design and the upcoming construction work. We are waiting for review comments from FOR. However, the completed design now needs to be modified to incorporate the proposed Ammann Road alignment changes suggested by FOR.</p> <p>We have coordinated with GBRA to establish the necessary scope of design changes. The installation modifications now need to be integrated into the completed design documents, which constitutes an increase in scope under our contract with our designer, Kimley-Horn (K-H).</p> <p>FOR staff has provided written confirmation that FOR will reimburse these plan modifications, which will total \$24,260.00. To maintain our project timeline, we need to get K-H to complete these modifications as soon as possible to help ensure we have a way to fill the new ground storage tank when ready.</p> <p>We have also learned that there can be overall project savings if we modify the Pedernales Electric Cooperative facilities serving the pump</p>

	<p>station to include capacity for the GBRA delivery point metering station. The construction documents for the ongoing Tank/Pump Station project were also prepared by K-H, and we can include the required change order documentation work along with the main delivery work as described above. However, the \$2,730.00 cost for this work will be funded by the City of Boerne. The cost savings from this modification will more than cover the additional expense of these design documents.</p> <p>Staff requests that the Council authorize the City Manager to contract with Kimley-Horn for additional professional design services for the GBRA Water Main Extension project, for an amount not to exceed \$26,990.00. A copy of the Kimley-Horn proposal is attached.</p>
Strategic Alignment	<p>F2 – Investing in and maintaining high-quality infrastructure systems and public assets.</p> <p>B2 – Advancing master plan recommendations.</p>
Financial Considerations	<p>The charges for the Kimley-Horn work require approval by the City Council because the total contract exceeds previously approved amounts. However, the City of Fair Oaks Ranch has committed to reimbursing most of this additional cost. Cost savings on installing the electric primary facilities will lead to overall project savings.</p>
Citizen Input/Board Review	N/A
Legal Review	<p>The City Attorney has previously reviewed and approved our agreements with Kimley-Horn.</p>
Alternative Options	<p>This design work is essential to address GBRA’s comments on the water main extension resulting from the upcoming Ammann Rd Improvements by Fair Oaks Ranch. We have already negotiated to reduce the project's impacts.</p>
Supporting Documents	<p>Resolution No. 2025-R91 Kimley-Horn Proposal – Amendment No. 2</p>

RESOLUTION NO. 2025-R91

A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL DESIGN SERVICES FOR THE GBRA WATER MAIN EXTENSION PROJECT FOR AN AMOUNT NOT TO EXCEED \$26,990.00

WHEREAS, the City of Boerne has an existing professional services contract with Kimley-Horn and Associates, Inc. for the design of the GBRA Water Main Extension project; and

WHEREAS, additional design services are required to incorporate alignment changes requested by the City of Fair Oaks Ranch and to prepare modifications related to Pedernales Electric Cooperative facilities; and

WHEREAS, these added scope items require revisions to the completed design documents and additional coordination, necessitating an amendment to the existing contract with Kimley-Horn and Associates, Inc.; and

WHEREAS, the total cost of these additional services will not exceed \$26,990.00, with the City of Fair Oaks Ranch reimbursing a portion (\$24,260.00) of the design modifications; and

WHEREAS, the City of Boerne desires to authorize the City Manager to execute and manage this amendment in order to maintain project timelines and support the successful completion of the GBRA Water Main Extension project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS:

The City Council hereby authorizes the City Manager to enter into and manage an amendment to the professional services contract with Kimley-Horn and Associates, Inc. for additional design services for the GBRA Water Main Extension project for an amount not to exceed \$26,990.00.

PASSED, APPROVED, and ADOPTED on this the ___ day of December, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

November 25, 2025

Andrew Wilkinson
City of Boerne
P.O. Box 1677
Boerne, TX 78006

Re: Amendment Number 2 to Professional Services Agreement
Ammann Road - GBRA Water Line Extension

Dear Mr. Wilkinson,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and City of Boerne ("Client") entered in a Professional Services Agreement dated February 24th, 2023 ("Agreement") concerning Ammann Rd GBRA Watermain Extension ("Project").

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The City of Fair Oaks Ranch intends to acquire additional right-of-way along Ammann Road for the purpose of redesigning the current roadway alignment. The 100% designed water line will require redesign to accommodate the revised roadway alignment. This redesign will include approximately 300 linear feet of additional steel casing, relocation of valves and test stations as needed, and adjustments to the vertical alignment as result of these changes. Additionally, the primary transformer primary extensions will be consolidated for the two electrical services at the Ammann Road Pump Station and GBRA's Delivery Point. The feeder from the transformer to the GBRA Delivery Point facility will be routed through the Pump Station facility via a new separate underground ductbank.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as follows:

Task A: Project Administration and General Coordination – GBRA Water Main Redesign

1. The Consultant shall perform additional project administration and coordination tasks, including subconsultant management and coordination, QA/QC reviews at milestone submittals, and coordination with City staff.
2. The Consultant shall coordinate with the City of Fair Oaks Ranch and their roadway consultant to obtain the most current alignment of the revised Ammann Road right-of-way.

Task B: Civil Design Services – GBRA Water Main Redesign

1. Updated Construction Drawings – Consultant will prepare revised Construction Drawings to reflect the revised water line vertical alignment, revised electrical service, replace GBRA standard construction details with recently updated standards, and incorporate future ROW and easement dedications into the plan set. Plan sheets that are anticipated to be updated and modified include:

Civil Sheets

- All civil design sheets will be updated to incorporate the proposed roadway alignment and associated ROW/easement dedications
 - Water Main Plan and Profile Sheets (5 sheets)
 - Water Details (2 sheets)
- 2. Consultant will address one round of comments from the Client, GBRA, and City of Fair Oaks Ranch.
- 3. Permit Submittals – Consultant will update permit submittals (City of Fair Oaks Ranch and Kendall County) associated with the water line. Permitting effort associated with the GBRA delivery point is assumed to not be subject to change.
- 4. Bid-Ready Documents – Consultant will finalize plans and specifications for bidding. The Consultant will update the OPCC.

Task C: Electrical Design Services – Electrical Service Update

1. Updated Construction Drawings – Consultant will prepare revised Construction Drawings to reflect the revised electrical services at both Ammann Road Pump Station and the GBRA Delivery Point. Plan sheets that are anticipated to be updated modified include:

Electrical Sheets

- Revise Ammann Rd Pump Station Electrical Site Plan to show the ductbank route to GBRA's Delivery Point.
 - Provide additional ductbank section detail for GBRA feeder.
 - Revise GBRA Deliver Point Electrical Site Plan to remove overhead electrical service and show new service connection.
 - Revise GBRA Delivery Point one-line diagram, meter rack detail, and ductbank section details.
2. Consultant will address one round of comments from the Client, GBRA, and City of Fair Oaks Ranch.
 3. The Consultant shall perform additional project administration and coordination tasks, including subconsultant management and coordination, QA/QC reviews at milestone submittals, and coordination with City staff.

Services Not Included

1. Permitting efforts associated with GBRA delivery point design modification.
2. Updating the water main design and associated plan sheets for more than one iteration of the

proposed roadway design.

3. Meetings and design milestones in addition to what is proposed in this Amendment.

For the modified services set forth above, Client shall pay Consultant the following compensation:

An increase of \$26,990.00 in total compensation for a revised base total of \$389,415.00. Increases and reductions of task amounts are as follows:

Task A: Project Administration and General Coordination – GBRA Water Main Redesign	\$ 3,080.00
Task B: Civil Design Services – GBRA Water Main Redesign	\$ 21,180.00
GBRA Water Main Redesign Subtotal:	\$ 24,260.00
Task C: Electrical Design Services – Electrical Service Update	\$ 2,730.00
Electrical Service Update Subtotal:	\$ 2,730.00

Amendment #2 Total: \$ 26,990.00

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

AGREED AND ACCEPTED:
City of Boerne, Texas

Signed:

By: _____

Printed Name: V. Ryan Sowa

Title: _____

Title: Project Manager

Date: _____



City of Boerne
LEVEL OF EFFORT SUMMARY

Project Name: Ammann Road - GBRA Water Line Extension
Design Firm: Kimley-Horn and Associates, Inc.
Date Proposal Submitted: 11/25/2025
City Project Manager: Andrew Wilkinson, P.E.
Kimley-Horn Project Manager: Ryan Sowa, P.E.
Proposal: Amendment No. 2 - GBRA Water Main Redesign and Electrical Service Update

	Kimley-Horn Task Name Subtask Name/Description	Direct Labor (Person-Hours)										Expenses	Total
		QC Manager \$270.0	Senior Project Manager \$350.0	Senior Civil Engineer \$320.0	Civil Engineer \$220.0	Staff Engineer I \$170.0	Design (CADD) Technician \$140.0	Project Manager / RPLS \$270.0	Surveyor-In- Training \$165.0	Admin/ Clerical \$130.0	Labor Total	Grubb Sub Fee	Task Total
BASE SCOPE LEVEL OF EFFORT													
1.0	Task A: Project Administration and General Coordination - GBRA Water Main Redesign												
1.1	Coodination with Developer Consultant			2	4						\$ 1,520.00	\$ -	\$ 1,520.00
1.2	Sub-Consultant Contract Management & Coordinatior										\$ -	\$ -	\$ -
1.3	Develop and Maintain Project Schedule			1	2					2	\$ 1,020.00	\$ -	\$ 1,020.00
1.4	Quality Assurance and Control Reviews	2									\$ 540.00	\$ -	\$ 540.00
	Subtotal (Hours)	2	0	3	6	0	0	0	0	2			
	Task 1 Total (Dollars)	\$ 540.00	\$ -	\$ 960.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ -	\$ 260.00	\$ 3,080.00	\$ -	\$ 3,080.00
3.0	Task B: 50% Design (90% Design) - GBRA Water Main Redesign												
3.1	Civil Construction Drawings												
3.1.1	Access and Sequencing Plan										\$ -	\$ -	\$ -
3.1.2	Water Main Plan and Profile Sheets		2		8		36				\$ 7,500.00	\$ -	\$ 7,500.00
3.1.3	Tree Protection & Erosion Control Plans										\$ -	\$ -	\$ -
3.1.4	General Construction Details										\$ -	\$ -	\$ -
3.2	Additional SUE (1 locate)										\$ -		\$ -
	Subtotal (Hours)	0	2	0	8	0	36	0	0	0			
	Task 3 Total (Dollars)	\$ -	\$ 700.00	\$ -	\$ 1,760.00	\$ -	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
4.0	Task B: 100% Design - GBRA Water Main Redesign												
4.1	Civil Construction Drawings												
4.1.2	Water Main Plan and Profile Sheets		2		8		28				\$ 6,380.00	\$ -	\$ 6,380.00
4.1.3	Tree Protection & Erosion Control Plans				2		8				\$ 1,560.00	\$ -	\$ 1,560.00
4.1.4	General Construction Details				2		8				\$ 1,560.00	\$ -	\$ 1,560.00
4.2	Permitting		2		12		6				\$ 4,180.00	\$ -	\$ 4,180.00
	Subtotal (Hours)	0	4	0	24	0	50	0	0	0			
	Task 4 Total (Dollars)	\$ -	\$ 1,400.00	\$ -	\$ 5,280.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 13,680.00	\$ -	\$ 13,680.00
	GBRA Water Main Redesign Subtotal (Task A + Task B)												\$24,260
9.0	Task C: Electrical Design Services - Electrical Service Update												
9.1	Electrical Construction Drawings				4						\$ 880.00	\$ 1,850.00	\$ 2,730.00
	Subtotal (Hours)	0	0	0	4	0	0	0	0	0			
	Task 9 Total (Dollars)	\$ -	\$ -	\$ -	\$ 880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 880.00	\$ 1,850.00	\$ 2,730.00
	Electrical Service Update Subtotal (Task C)												\$2,730
Base Labor Subtotal											\$22,240	\$1,850	\$26,990
Total Fee												\$ 26,990	