#### **AGENDA**

# REGULAR CITY COUNCIL MEETING RONALD C. BOWMAN CITY COUNCIL CHAMBERS 447 North Main Street Boerne, TX 78006 SEPTEMBER 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. 2025-458 CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL

MEETING OF AUGUST 26, 2025.

**Attachments:** Minutes.25.0826

**B.** 2025-434 CONSIDER RESOLUTION NO. 2025-R60; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE

HOUSING AUTHORITY.

**Attachments:** AIS Boerne Housing Authority 8.26.25

Resolution No. 2025-R60

<u>Shared Services Agreement - BHA - 2025</u>

C. 2025-435 CONSIDER RESOLUTION NO. 2025-R61; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND

MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND DAS

GREENHAUS.

Attachments: AIS Das GreenHaus 8.26.25

Resolution No. 2025-R61

<u>Attachment A - Das GreenHaus 2025 Mid-Year Updates</u>
Attachment B - Shared Services Agreement - DGH - 2025

**D.** 2025-438 CONSIDER RESOLUTION NO. 2025-R62; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND

MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND HILL COUNTRY COURT APPOINTED SPECIAL ADVOCATES (HILL

COUNTRY CASA).

**Attachments:** AIS Hill Country CASA 8.26.25

Resolution No. 2025-R62

Attachment A - Casa-Annual-Report-FY2024

Attachment B - Final Stat Sheet 2024

Shared Services Agreement - CASA - 2025

E. 2025-436 CONSIDER RESOLUTION NO. 2025-R63; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND

MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND FRIENDS

OF THE CIBOLO WILDERNESS (CIBOLO CENTER FOR

CONSERVATION).

**Attachments:** AIS Shared Services CCC

Resolution No. 2025-R63

Shared Services Agreement - CCC- 2025.2026

F. 2025-437 CONSIDER RESOLUTION NO. 2025-R64; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND

MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND RAINBOW

SENIOR CENTER (THE CENTER).

**Attachments:** AIS Shared Services The Rainbow Senior Center

Resolution No. 2025-R64

Shared Service Agreement - Rainbow Senior Center - 2025.2026

**G.** 2025-448 CONSIDER RESOLUTION NO. 2025-R65; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND

MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND ALAMO AREA COUNCIL OF GOVERNMENTS FOR

E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES.

**Attachments:** AIS AACOG 2025

Resolution No. 2025-R65

City of Boerne AACOG Interlocal Agreement FY 2026-2027 Final

H. 2025-393 CONSIDER ON SECOND READING ORDINANCE NO. 2025-12; AN

ORDINANCE ADOPTING THE FISCAL YEAR 2026 CAPITAL

IMPROVEMENT PLAN AND APPROPRIATING FUNDS FOR FISCAL

YEAR 2026 CAPITAL PROJECTS.

Attachments: AIS - second reading of the Ordinance adopting the CIP

Ordinance No. 2025-12

Exhibit A - FY 2026- 2029 City of Boerne CIP

I. 2025-384 CONSIDER ON SECOND READING ORDINANCE NO. 2025-14; AN

ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR WASTEWATER SERVICE PROVIDED

BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-23 DATED DECEMBER 10, 2024, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN

**CONFLICT HEREWITH.** (Establishing Sewer rates)

**Attachments:** AIS - Wastewater Rate update for 2026 2nd reading

Ordinance No. 2025-14

J. 2025-386 CONSIDER ON SECOND READING ORDINANCE NO. 2025-15; AN

ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR WATER SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-22 DATED DECEMBER 10, 2024, AND ALL

ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT

HEREWITH. (Establishing Potable Water rates)

Attachments: AIS - Water rate update for 2026 - second reading

Ordinance No. 2025-15

K. 2025-388 CONSIDER ON SECOND READING ORDINANCE NO. 2025-16; AN

ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND

RATES TO BE CHARGED FOR RECLAIMED WATER SERVICE

PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-24 DATED JANUARY 14, 2025, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH. (Establishing Reclaimed Water rates)

Attachments: AIS - Reclaimed Water rate updates for 2026 second reading

Ordinance No. 2025-16

L. 2025-390 CONSIDER ON SECOND READING ORDINANCE NO. 2025-17; AN

ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR ELECTRIC SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2014-26 DATED JULY 8, 2014, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT

HEREWITH. (Establishing Electric rates)

**Attachments:** AIS - Electric 2026 rate updates second reading

Ordinance No. 2025-17

#### **REGULAR AGENDA:**

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

A. 2025-395 PRESENTATION, PUBLIC HEARING AND CONSIDER ON SECOND

READING ORDINANCE NO. 2025-10; AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE

FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, IN ACCORDANCE WITH CHAPTER 102,

LOCAL GOVERNMENT CODE; AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF. (Ordinance adopting the budget)

**Attachments:** AIS - 2nd Reading Budget Ordinance

Ordinance No. 2025-10

**Budget Boerne Star Published Notice** 

**B.** 2025-433 RATIFY THE PROPERTY TAX REVENUE INCREASE REFLECTED IN

THE FISCAL YEAR 2025-26 BUDGET.

<u>Attachments:</u> AIS - Ratify Property Tax Revenue

C. 2025-394 PRESENTATION, PUBLIC HEARING AND CONSIDER ON SECOND

READING ORDINANCE NO. 2025-11; AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2025 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE. (Ordinance

adopting tax rate)

**Attachments:** AIS - 2nd Reading of Tax Ordinance

Ordinance No. 2025-11

Tax Boerne Star Published Notice

**D.** 2025-397 CONSIDER A ONE-TIME READING OF ORDINANCE NO. 2025-18;

AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER

SECTION 3.11.A. (As described below)

**Attachments:** AIS single reading of an ordinance for bond issuance

E. 2025-398 CONSIDER ORDINANCE NO. 2025-18; AN ORDINANCE

AUTHORIZING THE ISSUANCE OF "CITY OF BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025"; LEVYING A

CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM; COMPLYING WITH THE PROVISIONS OF THE DEPOSITORY

TRUST COMPANY'S LETTER OF REPRESENTATIONS; AND

PROVIDING FOR AN EFFECTIVE DATE.

**Attachments:** AIS Bond issuance series 2025

Ordinance No. 2025-18

F. 2025-381 CONSIDER ON SECOND READING ORDINANCE NO. 2025-13; AN

ORDINANCE REPEALING AND REPLACING ORDINANCE NO.
2024-18 AND ESTABLISHING AND REESTABLISHING FEES AND
CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY

THE CITY.

<u>Attachments:</u> <u>AIS-Fee Ordinance 2nd reading</u>

Ordinance No. 2025-13

00 - FY26 Fee Schedule - 2nd Reading

00 - FY26 Fee Schedule Showing Changes - 2nd Reading

6. RESOLUTIONS:

A. 2025-396 CONSIDER RESOLUTION NO. 2025-R66; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO PAY REGULAR INVOICES

AND BILLS FROM SPECIFIC PROVIDERS OF GOODS AND SERVICES, IN ACCORDANCE WITH THE APPROVED ANNUAL

BUDGET, AND IN ACCORDANCE WITH SECTION 6.08 OF THE CITY

OF BOERNE'S HOME RULE CHARTER.

**Attachments:** AIS - Vendors over 100k preapproval list FY26

Resolution No. 2025-R66

**B.** 2025-357 CONSIDER RESOLUTION NO. 2025-R67; A RESOLUTION

DESIGNATING SIGNATORIES FOR THE DEPOSITORY FINANCIAL INSTITUTION FOR THE FUNDS OF THE CITY OF BOERNE, TEXAS.

<u>Attachments:</u> AIS Form - Frost Bank Signatories

Resolution No. 2025-R67

- 7. CITY MANAGER'S REPORT:
- **A.** 2025-455 EXPRESSION OF GRATITUDE TO OUTGOING COUNCIL MEMBER QUINTEN SCOTT.
- 8. COMMENTS FROM COUNCIL No discussion or action may take place.
- 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE:
- A. 2025-449 SECTION 551.074: PERSONNEL MATTERS TO INTERVIEW AND

DELIBERATE THE SELECTION AND APPOINTMENT OF A QUALIFIED PERSON TO FILL THE UNEXPIRED TERM OF THE COUNCIL MEMBER FOR DISTRICT 3 AS PER THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.08. (C).

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

A. 2025-450 CONSIDER APPOINTMENT OF A QUALIFIED PERSON TO FILL THE

UNEXPIRED TERM OF COUNCIL MEMBER FOR DISTRICT 3 AS PER THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.08. (C),

WHICH WILL EXPIRE IN MAY 2026.

**ADJOURNMENT** 

#### **CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the 3 day of September, 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**

# REGULAR CITY COUNCIL MEETING RONALD C. BOWMAN CITY COUNCIL CHAMBERS

## 447 North Main Street Boerne, TX 78006

AUGUST 26, 2025 - 6:00 PM

Minutes of the Regular Called City Council Meeting of August 26, 2025.

**Present:** 6 - Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council

Member Joe Bateman, Council Member Quinten Scott, 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, Lissette Jimenez, Mike Mann, Nick Perez, Chris Shadrock, Natalie Shults, Stark, Montagno, Steve Kristy Chastity Valdes, and Danny Zincke. Mick McKamie attended virtually.

Recognized / Registered Guests: Susan Friar, Debbie Frick, Rebecca Dedmond, Ackerman. Brian Russell. Cheryl Russell, Sadie McMonagle, Trev Hodo, Sally Alex Rudd. Dana Mathes. Kely Kuhl, Connie Hutchinson. Jessica Howell. Charlane Davidson, Lvdia Ackerman, Joy Mitchell. Rhonda Dippo, Kristin Natalie Kristi Ackerman, Raimondo, Brian Nichols, Bean, Byron Ackerman, Kyle Mickelsen, Brady Ortega, Paula Rieker, and Jessica Mobley.

#### 1. CALL TO ORDER - 6:00 PM

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

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

#### 2. CONFLICTS OF INTEREST

No conflicts were declared.

#### 3. PUBLIC COMMENTS:

Paula Rieker, 101 Creek Springs, spoke regarding concerns with Buc-ee's development. She provided a handout to the City Council Members.

Kelly Kuhl, 635 Menger Springs spoke regarding concerns with Buc-ee's development.

Jessica Mobley, 349 Menger Springs spoke regarding concerns with Buc-ee's development. She provided a handout to the City Council Members.

Trey Ackerman, 109 Aberdeen spoke regarding concerns with Buc-ee's development.

Alex Rudd, 68 La Concion Drive spoke regarding concerns with Buc-ee's development.

Kristy Ackerman, 623 Menger Springs spoke regarding concerns with Buc-ee's development.

Bryan Russell, 157 Bitter Springs spoke regarding concerns with Buc-ee's development.

Cheryl Ladd Russell, 157 Bitter Spring spoke regarding concerns with Buc-ee's development.

Byron Ackerman, 623 Menger Springs spoke regarding concerns with Buc-ee's devleopment.

#### 4. CONSENT AGENDA:

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVED THE CONSENT AGENDA AS PRESENTED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

- Yeah: 5 -Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Scott, Council Member Bunker, and Council Member Macaluso
- A. CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF AUGUST 12, 2025.

THE MINUTES WERE APPROVED.

**SECOND** В. CONSIDER ON READING **ORDINANCE** NO. 2025-09; ORDINANCE OF THE CITY OF **BOERNE** TEXAS, **AMENDING** THE CODE OF ORDINANCES OF THE CITY OF BOERNE, TEXAS, CHAPTER **ARTICLE** ETHICS, SEC. **2-123 ETHICS** REVIEW V. COMMISSION, E.3. RULES OF PROCEDURE; TO COMPLY WITH HOUSE BILL 1522, ENACTED BY THE 89TH TEXAS LEGISLATURE, RELATING **REQUIREMENTS** NOTICE UNDER **SECTION** 551.043 OF THE **TEXAS GOVERNMENT** CODE; **PROVIDING FOR SEVERABILITY**; **PROVIDING** FOR AN EFFECTIVE DATE

THE ORDINANCE WAS APPROVED.

C. CONSIDER **RESOLUTION** NO. 2025-R57; Α **RESOLUTION AUTHORIZING** THE **MANAGER** TO **PURCHASE** CITY 0.0076 ACRES LOCATED IN THE ANTON LOCKMAR SURVEY 177, ABSTRACT 310, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS OUT OF LOT 1 OF GLYNN ROSE SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 20 OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. (ROW for future intersection improvement required project at Johns/School intersection- NW corner)

THE RESOLUTION WAS APPROVED.

D. CONSIDER **RESOLUTION** NO. 2025-R58; Α **RESOLUTION AUTHORIZING** THE CITY **MANAGER** TO **PURCHASE** 0.0208 ACRES THE ANTON LOCKMAR SURVEY 178, ABSTRACT 311, LOCATED IN THE CITY OF BOERNE, KENDALL COUNTY, **TEXAS** AND ALL OF THAT CALLED 1 OF BEING A PORTION LOT **BUFFALO CREEK** 

TRACT OF LAND AS DESCRIBED SUBDIVISION BY DEED **RECORDS** IN VOLUME 2, PAGE 164, OFFICIAL PUBLIC RECORDS OF **KENDALL** TEXAS. (ROW required for COUNTY. future intersection improvement project at Johns/School intersection- SW corner)

THE RESOLUTION WAS APPROVED.

#### **REGULAR AGENDA:**

- 5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:
- A. PRESENTATION, **PUBLIC HEARING** AND **CONSIDER FIRST** ON READING **ORDINANCE** NO. 2025-10: AN **ORDINANCE ADOPTING** THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE **FISCAL YEAR BEGINNING OCTOBER** 1, 2025, **AND ENDING SEPTEMBER** 30. 2026. IN **ACCORDANCE** WITH **CHAPTER** 102. GOVERNMENT CODE: AND **APPROPRIATING** THE **VARIOUS** AMOUNTS THEREOF. (Ordinance adopting the budget)

Mayor Ritchie called on Finance Director Sarah Buckelew to present the agenda 5. A. thru C. as they are related. Director Buckelew explained that this item step in the budget adoption process. She first noted that related information are available proposed budget and on the City's website and reviewed the overall budget timeline. Director Buckelew reported total proposed budget of \$181 million which is supported by the proposed tax rate of \$0.4716/\$100 valuation with 32% allocated Capital Improvement to **Projects** bond-funded. (CIP), which 39% are She explained that the budget comprised of 19 separate funds and provided an of fund overview accounting requirements under state law. She also reviewed the list of proposed CIP utility projects included in the budget.

Mayor Ritchie opened the Public Hearing at 6:43 p.m.

No comments were received.

Mayor Ritchie closed the Public Hearing at 6:44 p.m.

MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER BATEMAN, TO **APPROVE** ON **FIRST READING ORDINANCE** NO. 2025-10; **ORDINANCE ADOPTING** THE **ANNUAL BUDGET** FOR THE CITY OF BOERNE, TEXAS. **FOR** THE FISCAL YEAR **BEGINNING OCTOBER** 1. 2025. AND **ENDING SEPTEMBER** 30. 2026, IN ACCORDANCE WITH **CHAPTER** 102. LOCAL CODE; AND **APPROPRIATING** THE **VARIOUS AMOUNTS** THEREOF. **GOVERNMENT ADOPTING** THE BUDGET). THE **MOTION CARRIED** BY THE (ORDINANCE **FOLLOWING VOTE:** 

- Yeah: 5 -Mayor Pro Wolosin, Council Member Council Tem Bateman, Member Scott, Council Member Bunker, Council Member and Macaluso
- В. PRESENTATION, **PUBLIC HEARING AND CONSIDER** ON **FIRST** READING ORDINANCE NO. 2025-11; **ORDINANCE** AN SETTING THE VALOREM **PROPERTY** TAX RATE THE **2025 TAX FOR** YEAR AT **47.16 CENTS PER EACH** \$100 OF **TAXABLE** VALUE. (Ordinance adopting tax rate)

Mayor Ritchie opened the Public Hearing at 6:44 p.m.

No comments were received.

Mayor Ritchie closed the Public Hearing at 6:45 p.m.

WAS MADE COUNCIL SECONDED MOTION BY MEMBER BUNKER, BY MAYOR TEM WOLOSIN, TO APPROVE ON FIRST READING ORDINANCE NO. 2025-11: ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2025 PER TAX YEAR ΑТ 47.16 CENTS **EACH** \$100 OF **TAXABLE** VALUE. (ORDINANCE ADOPTING TAX RATE). THE MOTION CARRIED BY THE FOLLOWING VOTE:

- Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Scott, Council Member Bunker, and Council Member Macaluso
- C. CONSIDER ON FIRST READING ORDINANCE NO. 2025-12; AN ORDINANCE ADOPTING THE FISCAL YEAR 2026 CAPITAL

# IMPROVEMENT PLAN AND APPROPRIATING FUNDS FOR FISCAL YEAR 2026 CAPITAL PROJECTS.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BATEMAN, TO APPROVE ON FIRST READING ORDINANCE NO. 2025-12; **FISCAL** 2026 CAPITAL ORDINANCE ADOPTING THE YEAR **IMPROVEMENT** AND APPROPRIATING **FUNDS FOR FISCAL** YEAR 2026 CAPITAL PROJECTS. THE MOTION CARRIED BY THE FOLLOWING VOTE:

- Tem Yeah: 5 - Mayor Pro Wolosin, Council Member Council Bateman, Member Scott, Council Member Bunker, and Council Member Macaluso
- D. **CONSIDER** ON **FIRST READING ORDINANCE** NO. 2025-13; AN **ORDINANCE** REPEALING AND REPLACING **ORDINANCE** NO. **2024-18 DATED SEPTEMBER** 24, 2024, AND **ESTABLISHING AND** REESTABLISHING **CHARGES FOR ACTIVITIES**, **GOODS FEES** AND AND SERVICES PROVIDED BY THE CITY.

budget process, the City's Buckelew stated that as part of the schedule each ensure it reflects the cost of is reviewed year to services and meets the needs of the community. She then presented the proposed fee changes for consideration.

**MOTION** WAS MADE BY COUNCIL **MEMBER** MACALUSO, **SECONDED** BY WOLOSIN, TO APPROVE MAYOR PRO TEM ON FIRST READING **ORDINANCE** NO. **ORDINANCE REPEALING** AND **REPLACING** ORDINANCE 2025-13: AN NO. 2024-18 2024. AND **ESTABLISHING** DATED **SEPTEMBER** 24. AND REESTABLISHING **FEES** CHARGES FOR ACTIVITIES, GOODS AND SERVICES **PROVIDED** BY THE CITY... THE MOTION CARRIED BY THE FOLLOWING VOTE:

- Yeah: 5 -Mayor Pro Tem Wolosin, Council Member Bateman, Council Member Scott, Council Member Bunker, Council Member and Macaluso
- E. **READING** CONSIDER ON **FIRST ORDINANCE** NO. 2025-14: AN **ORDINANCE ESTABLISHING** THE **RATE CLASSIFICATIONS AND CHARGED** BE **FOR WASTEWATER SERVICE RATES** TO **PROVIDED BOERNE** BY THE CITY OF UTILITIES, AND REPEALING **AND**

REPLACING **ORDINANCE** NO. **2024-23 DATED DECEMBER** 10. 2024. **ORDINANCES** OR PARTS OF AND ALL **ORDINANCES** IN **CONFLICT HEREWITH.** (Establishing Sewer rates)

reviewed the utility rate studies (agenda items 5.E thru 5.H.) Director Buckelew for sewer, water, reclaimed water, and electric, outlining the current status and implementation timelines. She reported that a proposed 7% rate increase for sewer, water, and reclaimed water is scheduled to take effect October 1, 2025. electric rate increase is recommended at this time, as the existing sufficiently supports ongoing operations. Director Buckelew also presented comparison of residential electric rates with other cities.

**MOTION** WAS MADE BY COUNCIL **MEMBER** MACALUSO, **SECONDED** BY COUNCIL BATEMAN, TO APPROVE ON **FIRST** READING MEMBER ORDINANCE NO. 2025-14; ΑN **ORDINANCE** ESTABLISHING THE RATE **CLASSIFICATIONS** AND **RATES** TO BE CHARGED FOR WASTEWATER SERVICE PROVIDED BY THE CITY OF BOERNE AND NO. UTILITIES, **REPEALING** AND **REPLACING ORDINANCE** 2024-23 DATED **DECEMBER** 10, 2024, AND ALL **ORDINANCES** OR **PARTS** OF **ORDINANCES** IN (ESTABLISHING **SEWER** RATES). **CONFLICT** HEREWITH. THE **MOTION CARRIED** BY THE FOLLOWING VOTE:

- Yeah: Mayor Pro Tem Wolosin, Council Member Bateman, Council 5 -Member Scott, Council Member Bunker, and Council Member Macaluso
- F. **CONSIDER** ON **FIRST READING ORDINANCE** NO. 2025-15; AN **ESTABLISHING** THE **RATE CLASSIFICATIONS AND ORDINANCE RATES** TO BE CHARGED FOR WATER SERVICE PROVIDED BY THE **OF BOERNE** CITY UTILITIES, AND REPEALING AND REPLACING **2024-22 DATED DECEMBER ORDINANCE** NO. 10, 2024, AND **ALL** OR **PARTS** OF **ORDINANCES ORDINANCES** IN **CONFLICT HEREWITH.** (Establishing Potable Water rates)

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL **FIRST** READING **ORDINANCE MEMBER** SCOTT, TO **APPROVE** NO. 2025-15; **ORDINANCE ESTABLISHING** THE RATE **CLASSIFICATIONS** AND **RATES** TO BE **BOERNE** WATER SERVICE PROVIDED BY THE CITY OF CHARGED FOR UTILITIES. AND REPEALING AND REPLACING **ORDINANCE** NO. 2024-22 DATED **DECEMBER** 10, 2024, AND ALL **ORDINANCES** OR **PARTS** OF **ORDINANCES** IN CONFLICT HEREWITH. (ESTABLISHING POTABLE WATER RATES). THE **MOTION CARRIED** THE FOLLOWING VOTE:

- Pro Wolosin, Yeah: 5 - Mayor Tem Council Member Bateman, Council Member Scott, Council Member Bunker, Council Member and Macaluso
- G. CONSIDER ON **FIRST READING ORDINANCE** NO. 2025-16; AN **ORDINANCE ESTABLISHING** THE **RATE CLASSIFICATIONS** AND **WATER RATES** TO BE **CHARGED FOR RECLAIMED SERVICE** PROVIDED BY THE CITY OF BOERNE UTILITIES, AND **REPEALING REPLACING** AND **ORDINANCE** NO. 2024-24 DATED **JANUARY** 14. 2025, **ORDINANCES** OR **PARTS** OF **ORDINANCES** AND ALL **CONFLICT HEREWITH. (Establishing Reclaimed Water rates)**

A MOTION WAS MADE BY COUNCIL MEMBER BATEMAN, SECONDED BY **MAYOR** PRO TEM WOLOSIN, TO APPROVE ON FIRST READING ORDINANCE NO. 2025-16; ΑN **ORDINANCE ESTABLISHING** THE RATE **CLASSIFICATIONS** AND **RATES** TO BE RECLAIMED WATER SERVICE PROVIDED BY THE CHARGED FOR CITY OF **BOERNE** UTILITIES, AND REPEALING AND REPLACING **ORDINANCE** NO. 2024-24 DATED OR OF **ORDINANCES** JANUARY 2025, AND ALL **ORDINANCES PARTS** (ESTABLISHING RECLAIMED WATER **CONFLICT** HEREWITH. RATES). THE **MOTION** CARRIED BY THE FOLLOWING VOTE:

- Yeah: Wolosin, Council Council Mayor Pro Tem Member Bateman, Scott, Council Member Bunker, Council Member and Member Macaluso
- Н. **CONSIDER** ON **FIRST READING ORDINANCE** NO. 2025-17; AN **ORDINANCE ESTABLISHING** THE **RATE CLASSIFICATIONS** AND RATES TO BE CHARGED FOR ELECTRIC SERVICE PROVIDED BY THE OF **BOERNE** CITY UTILITIES, **AND REPEALING AND REPLACING ORDINANCE** NO. 2014-26 DATED **JULY** 8, 2014, AND **ALL**

# ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH. (Establishing Electric rates)

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE ON FIRST READING ORDINANCE NO. 2025-17; ORDINANCE **ESTABLISHING** THE **RATE CLASSIFICATIONS RATES** AND TO BE CHARGED FOR ELECTRIC SERVICE PROVIDED BY THE CITY OF **BOERNE** UTILITIES. **AND** REPEALING AND REPLACING ORDINANCE NO. 2014-26 DATED JULY 2014, AND **ORDINANCES** OR **PARTS** OF **ORDINANCES** IN **CONFLICT** ALL HEREWITH. THE (ESTABLISHING RATES). **MOTION CARRIED** BY ELECTRIC THE **FOLLOWING** VOTE:

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

#### 6. RESOLUTIONS:

A. RECEIVE REQUESTS **FOR QUALIFICATIONS** AND **CONSIDER RESOLUTION** NO **RESOLUTION** OF 2025-R59; Α THE CITY OF **CONTRACT FOR** BOERNE. TEXAS. **AWARDING** Α **EXTERNAL FOR SERVICES** YEAR AUDITING FISCAL 2025 TO **AND AUTHORIZING** THE CITY **MANAGER** TO NEGOTIATE AND **EXECUTE** AN AGREEMENT.

Director Buckelew stated that the City issued a Request for Qualifications (RFQ) for new auditing services, noting that the current auditors have served for the past nine years. She reviewed the contract requirements and shared that seven submittals were received, with emphasis placed on firms with **Texas** from submitted. experience. While no firms Boerne the company Whitley Penn LLP, specializes in public sector auditing.

A MOTION MADE BY MEMBER WAS COUNCIL BUNKER, SECONDED BY MAYOR PRO **TEM** WOLOSIN, TO **RECEIVE** THE **REQUESTS FOR QUALIFICATIONS AND** APPROVE RESOLUTION NO 2025-R59: A RESOLUTION OF THE CITY OF BOERNE. CONTRACT FOR EXTERNAL AUDITING TEXAS. AWARDING A SERVICES FOR WHITNEY PENN LLC; AND AUTHORIZING THE CITY MANAGER NEGOTIATE AND **EXECUTE** AN AGREEMENT. THE **MOTION CARRIED** THE BY **FOLLOWING VOTE:** 

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

#### 7. CITY MANAGER'S REPORT:

Mayor Ritchie called on City Manager Ben Thatcher.

#### A. MONTHLY PROJECTS REPORT.

City Manager Thatcher provided a status of various city projects.

City Manager Thatcher reviewed the applicant process to fill the vacancy of Council District 3 position. He stated three applications were received and the take will place in Executive Session on September 9th with the appointment immediately following the Executive Session. The Oath of Office will be administered on September 23rd.

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

Council Member Macaluso acknowledged the concerns raised during Public Comments and noted that he has been actively working on these issues for the past six years.

Mayor Ritchie reminded everyone that school is back in session and noted that Homecoming festivities will be taking place soon. He also highlighted that the Kendall County Fair is happening this week and expressed hope for a strong community turnout.

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

Mayor Ritchie convened the City Council into Executive Session at 7:08 p.m.

A. SECTION 551.074 - PERSONNEL MATTERS: REGARDING THE

APPOINTMENT, EMPLOYMENT, AND EVALUATION OF THE CITY MANAGER.

No action was taken.

10. 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 7:18 p.m.

A. TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION REGARDING PERSONNEL MATTERS.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL **MEMBER** BATEMAN, TO **APPROVE** AND **AUTHORIZE EXECUTION** OF THE CONSOLIDATED RESTATED **MANAGER AGREEMENT** AND CITY **BETWEEN** THE BOERNE, TEXAS, AND BENJAMIN E. THATCHER, WHICH SUPERSEDES THE ORIGINAL **AGREEMENT DATED** MAY 13. 2020. AND ALL SUBSEQUENT AMENDMENTS, WITH AN EFFECTIVE DATE OF AUGUST 26, 2025, AS PRESENTED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

#### 11. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 7:19 p.m.

	Approved:
	Mayor
Attest:	
City Secretary	

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R60; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HOUSING AUTHORITY.
Contact Person	Nick Montagno, Director of Operations
Background Information	Each year, the City of Boerne enters into funding contracts with certain non-profit entities that provide specific services to the local community. Each year, staff looks to ensure each request presented strategically aligns to specific goals and principles laid out in the documents in the Rolling Ten Year Plan as well as aligning to the City's Vision, Mission, and Values.  The Boerne Housing Authority (BHA) serves the needs of low income, very low income, and extremely low-income families, including the elderly and persons with disabilities by striving to provide decent, safe, and affordable housing through its administration of the Housing Choice Voucher Program as well as by promoting fair housing and the opportunity for income-eligible households of all backgrounds to experience freedom of housing choice.  Although the services provided don't necessarily correlate to specific outcomes detailed in our strategic documents, they do align very closely with the community's desire to help provide/subsidize more affordable housing options. This also aligns with the tenet of Service as laid out in the City's values which looks for improvement of our community and betterment of people's lives.
Strategic Alignment	C3 – Collaboration with community partners to enhance quality of life. F1 – Strategic, responsible, conservative fiscal management. B1 – Data-driven decision making.
Financial Considerations	\$15,000 is budgeted in Electric Funds.

Citizen Input/Board	N/A
Review	
Legal Review	Legal has reviewed the Shared Services Agreement.
Alternative Options	N/A
<b>Supporting Documents</b>	Resolution No. 2025-R60
	Attachment A – Shared Services Agreement – BHA - 2025

#### **RESOLUTION NO. 2025-R60**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HOUSING AUTHORITY.

**WHEREAS**, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

**WHEREAS**, the City Council has found and determined that the programs, services, missions and functions of Boerne Housing Authority accomplish a valuable and important public purpose for the citizens of Boerne; and

**WHEREAS**, the City Council has found and determined that the valuable and important public purpose provided by Boerne Housing Authority far exceed the amount of funding provided by the City; and

**WHEREAS**, the City of Boerne finds it necessary to enter into and manage a shared services agreement with Boerne Housing Authority for funding for public purpose.

# 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 a shared services agreement between the City of Boerne and the Boerne Housing Authority for funding for public purpose in the amount of \$15,000.00.

PASSED, APPROVED, an	d ADOPTED on this the day of, 2025.
	APPROVED:
ATTEST:	Mayor
City Secretary	

#### SHARED SERVICES AGREEMENT

THE STATE OF TEXAS	•		
	' KN	NOW ALL MEN BY TI	HESE PRESENTS:
COUNTY OF KENDALL	•		
This Agreement made	effective the _	day of	, 2025, by and between
the CITY OF BOERNE, TEX	XAS, a home-	rule municipal corpor	ation located in Kendall County,
Texas, hereinafter called CIT	Y and BOERN	E HOUSING AUTHO	PRITY, each acting herein by and
through its duly authorized of	ficers.		
WHEREAS, the City	by authority of	f its general governmen	tal powers reserved to it under the
Texas Constitution, has provide	led certain pub	olic funds for the accomp	plishment of a public purpose; and
WHEREAS, the City	has adopted a	budget for the expend	iture of such funds, and included
therein is an allocation of Elec	etric Funds for	the Boerne Housing A	authority; and
WHEREAS, the Boe	rne Housing A	Authority is a federal re	ental assistance program for low-
income families, elderly resid	ents and perso	ons with disabilities in t	he City of Boerne; and

WHEREAS, Boerne Housing Authority's mission is to serve the need of the citizens of the

City of Boerne; and

**WHEREAS**, the Boerne Housing Authority's function is to provide assistance to qualifying low-income families, elderly residents, and persons with disabilities; and

WHEREAS, the Boerne Housing Authority provides a federal rental assistance program; and WHEREAS, the City Council has found and determined that the above programs,

services, mission and functions of Boerne Housing Authority accomplish a valuable and important public purpose for the citizens of Boerne.

#### NOW THEREFORE:

The parties hereto agree as follows:

- 1. Boerne Housing Authority will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
- 2. Boerne Housing Authority agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
- 3. The City hereby agrees to pay to Boerne Housing Authority FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the Electric Fund. Payment shall be made in one annual installment no later than December 31<sup>st</sup>, 2025.
- 4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Boerne Housing Authority's revenue for the current fiscal year.
- 5. It is expressly understood and agreed by and between the parties that Boerne Housing Authority is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.
- 6. It is understood and agreed by and between the parties that a fiduciary duty is created in Boerne Housing Authority with respect to expenditure of revenue provided in accordance with the approved proposal.

#### Therefore:

- A. Boerne Housing Authority shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2025 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. Boerne Housing Authority shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City

- Manager shall make the records available for inspection and review.
- C. Further, Boerne Housing Authority shall obtain and supply to the City on or before January 31<sup>st</sup>, 2026, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by Boerne Housing Authority's programs and functions described herein.
- 7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2026. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.
- 8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.
- 9. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
- 10. This Agreement shall be subject to the laws and statutes of the State of Texas.
- 11. **INDEMNITY CLAUSE.** Boerne Housing Authority agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Boerne Housing Authority, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Boerne Housing Authority and the City, that the indemnity provided for in this paragraph is also Indemnity by Boerne Housing Authority to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

- 12. It is expressly agreed that by executing this Agreement with Boerne Housing Authority, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to Boerne Housing Authority. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Boerne Housing Authority shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.
- 13. Each party warrants and represents that it has approved this Agreement by motion duly adopted at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each party is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ATTEST:	CITY OF BOERNE, TEXAS
	BY:
LORI CARROLL	BEN THATCHER
City Secretary	City Manager
ATTEST.	
ATTEST:	Boerne Housing Authority
BY:	· · · · · · · · · · · · · · · · · · ·
PRINT NAME:	
OFFICE HELD:	Chief Executive Officer

Agenda Date	AGENDA ITEM SUMMARY  September 9, 2025
Agenua Date	September 9, 2023
Requested Action	APPROVE RESOLUTION NO. 2025-R61; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND DAS GREENAHAUS.
Contact Person	Nicholas Montagno, Operations Manager, Special Projects
Background Information	In June of 2023, Das GreenHaus (DGH) opened its doors and began operation of the community-backed 4,700 square foot business incubator. Since its opening, the City and Das GreenHaus have been collaboratively working together to find ways that the City can work to help facilitate the success of the incubator, especially in its first few years of operation.  As with all Shared Service Agreement requests, staff evaluates each request by assessing how the organization's goals and priorities strategically align to specific goals and principles laid out in the documents in the Rolling Ten-Year Plan and other strategic documents, as well as how they align to the City's Vision, Mission, and Values.  DGH's mission is to help young businesses grow and succeed while providing a supportive environment where entrepreneurs can test their ideas and get started on their business. Attached is the 2024 Annual Update, giving a snapshot into Das GreenHaus' year (Attachment A). The agreement this year has been updated to include language that the City may appoint one elected official to serve on the Board of Directors for DGH.
	Das GreenHaus' mission and initiatives align closely with the City's adopted 5-Year Economic Development Strategy Plan, which, in its guiding principles, speaks specifically to the development and fostering of a startup ecosystem that will be a model for other Hill Country Communities. This also aligns with the City's 2018 Master Plan guiding principles for Economic Development.
Strategic Alignment	C3 – Collaboration with community partners to enhance quality of life. F1 – Strategic, responsible, conservative fiscal management. B1 – Data-driven decision making.

	B2 – Advancing Master Plan recommendations.
Financial Considerations	\$55,000 is budgeted in the General Fund.
Citizen Input/Board Review	N/A
Legal Review	Legal has reviewed the Shared Services Agreement.
Alternative Options	N/A
<b>Supporting Documents</b>	Resolution No. 2025-R61
	Attachment A – 2025 Mid-Year Update
	Attachment B – 2025 Shared Service Agreement

#### **RESOLUTION NO. 2025-R61**

# A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND DAS GREENHAUS

**WHEREAS**, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

**WHEREAS**, the City Council has found and determined that the programs, services, missions and functions of Das GreenHaus accomplish a valuable and important public purpose for the citizens of Boerne; and

WHEREAS, the City Council has found and determined that the valuable and important public purpose provided by Das GreenHaus far exceed the amount of funding provided by the City; and

**WHEREAS**, the City of Boerne finds it necessary to enter into and manage a shared services agreement with Das GreenHaus for funding for public purpose;

# 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 a shared services agreement between the City of Boerne and Das GreenHaus for funding for public purpose in the amount of \$55,000.00.

PASSED, APPROVED,	and ADOPTED on this the day of, 2025.
	APPROVED:
ATTEST:	Mayor
City Secretary	



#### 2025 MID-YEAR UPDATES

### Who We Are

Das GreenHaus is a 501(c)(3) nonprofit business incubator in Boerne, Texas. Our mission is to help early-stage startups and small businesses thrive, so they can have a positive impact in our community.

## Das GreenHaus Membership

- Tenants/Residents 9 Businesses
- Virtual Members 21 Members
- Incubator Participants 24 Members
- Angel Network (BKCAN) 16 Members

# **Incubator Support**

We Support Our Members by Providing:

- MENTORSHIP from experienced entrepreneurs, business leaders, and industry professionals
- EDUCATIONAL PROGRAMS & WORKSHOPS designed to inspire growth and innovation
- RESOURCES & SUPPORT tailored to each stage of business
- NETWORKING & STRATEGIC CONNECTIONS that foster collaboration and community
- WORKSPACES including private offices, coworking areas, and event/meeting spaces

## **Programming & Events**

TOTAL number of programs, events, collaborations, & mentorship sessions: 215 EVENTS (January 2025 - July 2025)

- Mentorship Sessions held individually for all program participants
- Educational Programming and Workshops Quarterly marketing roundtables, Intern Social + Showcase, Intellectual Property for Business Owners, FoundHER Circle, etc.
- Networking Events Hosted 1st Wednesday of every month at DGH
- **BKCAN Pitch Events -** 3 Sessions, 6 pitch presentations
- School District programs INCubator EDU preliminary/final pitch night judging, INCubator fundraising, year-long internship program
- Business Meetings, Retreats, Focus Groups, Strategy & Planning Sessions
- Community Collaboration Events

## Internship Program

DGH has developed a hands-on, real-world entrepreneurship internship program that gives students the opportunity to solve real business challenges, conduct research, and explore projects of passion and interest. We also support other local businesses with developing customized student internship programs, including BISD and DGH incubator participants.

- College Internship Program Participants- 3 Students
- High School Entrepreneurship Interns- 6 Students
- Summer High School Internship Experience 4 Students



Das GreenHaus Ribbon Cutting Ceremony



Monthly Member
Appreciation Event



Marketing Roundtables



Kendall County Intern
Social + Showcase

Learn more at: www.dasgreenhaus.org

"Das GreenHaus has given me access to a space full of resources and amazing people who offer support. It provides new entrepreneurs with the tools and community they need to grow confidently—something I wish I'd had when I first started!"

#### SHARED SERVICES AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL

This Agreement made effective the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025 by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and DAS GREENHAUS, hereinafter called DGH, each acting herein by and through its duly authorized officers.

**WHEREAS**, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of General Funds for programs related to economic development and business development; and

WHEREAS, the City has adopted the 5-year Economic Development Strategy Plan for Boerne/Kendall County and included therein is a goal to specifically foster a startup ecosystem that is a model for the Texas Hill Country; and

WHEREAS, DGH is an organization with a mission to foster the community of innovators to grow Boerne and Kendall County's entrepreneurial vision; and

WHEREAS, DGH's mission is to help young businesses grow and succeed while providing a supportive environment where entrepreneurs can test their ideas and get started on their business; and

WHEREAS, DGH's function is to develop and sustain an environment that supports and promotes awareness, appreciation, education, and access to resources that allow development of

small business for entrepreneurs within the City and Kendall County as a whole; and

**WHEREAS**, The City seeks to drive sustainable economic growth, attract investment, and foster innovation and workforce development through partnerships with entities like DGH;

WHEREAS, DGH has established a co-working space and supports the local angel network to enhance the region's entrepreneurial ecosystem; and

WHEREAS, the City Council has found and determined that the above programs, services, mission and functions of DGH align with the City's economic and community development goals and accomplish a valuable public purpose for the residents of Boerne.

#### NOW THEREFORE:

The parties hereto agree as follows:

- 1. Purpose and Strategic Importance:
  - A. The City's goal is partnering with DGH is to drive job creation, foster economic diversification, stimulate innovation, and support workforce development. This partnership is intended to align with Boerne's strategic objectives, attract investment, retain local talent, and create a resilient business ecosystem that benefits the entire community.
- 2. Scope of Services and Expectations:
  - A. DGH shall continue to sustain and enhance its co-working space and support the angel network to foster a thriving startup ecosystem. Specific expectations include:
  - B. Entrepreneurial Support: Provide resources, mentorship, and networking opportunities that help startups develop, grow, and succeed.
  - C. Job Creation and Skill Building: Implement programs and workshops that contribute to job creation and workforce skill development, collaborating with local educational institutions for training and internship opportunities.
  - D. Investment Attraction: Maintain programs that attract venture capital and angel investors,

- showcasing Boerne as a hub for innovation.
- E. Business Transition: Coordinate with BKCEDC to transition startups ready for expansion to more permanent spaces, ensuring a smooth handover process.
- F. Community Collaboration: Work harmoniously with community partners, including BISD, the Greater Boerne Chamber of Commerce, and BKCEDC, to avoid duplication of services and leverage each partner's strengths.
- G. Public-Private Partnerships: Pursue collaborative opportunities that align city resources
- 3. Performance Metrics and Deliverables:
  - A. Quarterly Reports: DGH shall submit quarterly reports detailing:
    - Number of startups incubated and supported
    - Job creation statistics and workforce development outcomes
    - Initiatives undertaken to attract investment and promote the angel network
    - Activities conducted in partnership with local educational and business entities
    - Transition updates for businesses moving to larger spaces with BKCEDC assistance
  - B. Annual Review: DGH shall provide an annual report by January 31st, 2026, summarizing all activities, performance metrics financials, and the impact on the local economy.
- 4. Non-Competition Clause:
  - A. DGH agrees to avoid duplicating services provided by community partners and shall focus on complimentary initiatives that align with the City's strategic economic development objectives
- 5. Collaboration Requirements
  - A. DGH shall actively engage with stakeholders and partners to maximize the collective impact of programs, ensuring the City's strategic goals are met. This includes coordinating events, participating in joint initiatives, and fostering relationships that enhance Boerne's

business ecosystem.

- 6. DGH agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
- 7. The City of Boerne may appoint one elected official to serve on the Das GreenHaus Board of Directors.
- 8. The City hereby agrees to pay DGH FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) from the General Fund. Payment shall be made in one annual installment no later than December 31st, 2025.
- Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of DGH revenue for the current fiscal year.
- 10. It is expressly understood and agreed by and between the parties that DGH is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
- 11. It is understood and agreed by and between the parties that a fiduciary duty is created in the DGH with respect to expenditure of revenue provided in accordance with the approved proposal.

  Therefore:
  - A. DGH shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2025 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
  - B. DGH shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.
- 12. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2026. This Agreement may be terminated by the City upon thirty (30) days' notice for

noncompliance with the terms of the Agreement.

- 13. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.
- 14. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
- 15. This Agreement shall be subject to the laws and statutes of the State of Texas.
- 16. **INDEMNITY CLAUSE.** DGH agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of DGH, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both DGH and the City, that the indemnity provided for in this paragraph is also Indemnity by DGH to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.
- 17. It is expressly agreed that by executing this Agreement with DGH, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to DGH. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that DGH shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

18. Each party warrants and represents that it has approved this Agreement by motion duly adopted at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each party is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ATTEST	CITY OF BOERNE, TEXAS
	BY:
LORI CARROLL City Secretary	BEN THATCHER City Manager
ATTEST	DAS GREENHAUS
BY:	BY:
PRINT NAME:	PRINT NAME:
OPPLOY MEL D	Program Manager
OFFICE HELD:	

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R62; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND HILL COUNTRY COURT APPOINTED SPECIAL ADVOCATES (HILL COUNTRY CASA).
Contact Person	Nick Montagno, Director of Operations
Background Information	Each year, the City of Boerne enters into funding contracts with certain non-profit entities that provide specific services to the local community. As always, staff evaluates each to ensure that the services provided strategically align to specific goals and principles laid out in the documents in the Rolling Ten Year Plan as well as aligning to the City's Vision, Mission, and Values.  Hill Country Court Appointed Special Advocates (CASA) mission is to provide volunteers who passionately advocate for abused and neglected children. Hill Country CASA serves at the appointment of the Child Protection Court, from the time a child is removed from their home until their Child Protective Services (CPS) case is closed.  When the children are further away than the local area, CPS workers use courtesy services like Hill Country CASA. Hill Country CASA uses
	funds to allow volunteers to travel to see these children in person, where they live, regularly throughout the life of their CPS case.  Although the services provided don't necessarily correlate to specific
	outcomes detailed in our strategic documents, they do align with the tenet of Service as laid out in the City's values which looks for improvement of our community and betterment of people's lives.
Strategic Alignment	C3 – Collaboration with community partners to enhance quality of life. F1 – Strategic, responsible, conservative fiscal management. B1 – Data-driven decision making.

Financial Considerations	\$5,000
Citizen Input/Board Review	N/A
Legal Review	Legal has reviewed the Shared Services Agreement.
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R62 Attachment A – CASA Annual Report 2024 Attachment B – Annual Stat Sheet 2024 Attachment C - Shared Services Agreement – CASA - 2025

### **RESOLUTION NO. 2025-R62**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND HILL COUNTRY COURT APPOINTED SPECIAL ADVOCATES (HILL COUNTRY CASA)

**WHEREAS**, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

**WHEREAS**, the City Council has found and determined that the programs, services, missions and functions of Hill Country CASA accomplish a valuable and important public purpose for the citizens of Boerne; and

**WHEREAS**, the City Council has found and determined that the valuable and important public purpose provided by Hill Country CASA far exceed the amount of funding provided by the City; and

**WHEREAS**, the City of Boerne finds it necessary to enter into and manage a shared services agreement with Hill Country CASA for funding for public purpose;

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 a shared services agreement between the City of Boerne and Hill Country Court Appointed Special Advocates (Hill Country CASA) for funding for public purpose in the amount of \$5,000.00.

F	ASSED, APPROVED, and ADOPTED on this the day of, 2025.
	APPROVED:
ATTEST	Mayor :
City Sec	retary



EVERY CHILD HAS A CHANCE

– IT'S YOU.®

# 2024 IMPACT REPORT



"Your entire group is so appreciated! We cannot thank you enough for all you do for our children."

permanent home, and a safe and nurturing

Susan F. Harris Judge, Kerr County Court at Law

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Peterson Visitation Center	10



# PRESIDENT'S MESSAGE

I first became involved with Hill Country CASA in 2006 when I moved to Boerne, TX and my law practice included representing children in foster care and the parents from whom they were removed. Although having practiced child welfare law before moving to the hill country, specialized Child Protection Courts had only been in existence in Texas for a few years. I was knowledgeable of the involvement of CASA programs in the system, but was amazed that Hill Country CASA served every child that came into care in their four-county service area. I soon learned that often the best place to get a clear perspective and a more supportive response when either advocating for a child or parent, was to contact CASA.



Hill Country CASA is one of the few CASA programs in Texas that provides a volunteer for every child that enters foster care. Hill Country CASA has been able to help those children and parents who can make the necessary changes to be reunified. For those families that cannot be reunified, Hill Country CASA has kept a volunteer advocating for each child until they achieve permanency. Our CASA volunteers give time and heart – truly selfless gifts – to ensure none of these children get lost in the large and impersonal Texas foster care system.

The child welfare system in Texas has been constantly changing. Hill Country CASA has adapted to these changes and our volunteers work within the court system to advocate for these children's needs and best interests; prioritizing keeping children with family, so long as it is a safe situation.

As Hill Country CASA enters our 36th year of strong advocacy for our community's foster children, we thank you, the Hill Country community, donors, and volunteers, for your support of our mission's work.



A SIGNIFICANT CHALLENGE...

Why is CASA Needed?

<1%

Percentage of children who have experienced trauma who are removed from their home to enter foster care. The majority of children who experience trauma (> 99%) are victims, but they are without care.

20%

of the US prison population is comprised of former foster children.

1 in 4

Adults in the US are estimated to have experienced 3 or more ACEs.

58,120

total confirmed victims of child abuse and/or neglect in Texas in 2023.

# **Understanding Childhood Trauma**

Childhood trauma is often described as serious Adverse Childhood Experiences (ACEs). Centers for Disease Control and Prevention (CDC) defines ACEs as all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. Examples of ACEs include exposure to physical, emotional, or sexual abuse; physical and emotional neglect; and witnessing violence, serious mental illness, or substance misuse in the home. ACEs have profound psychological, physiological, and sociological impacts and can have negative, lasting effects on health and well-being.

164

Number of child fatalities in Texas where abuse/neglect was confirmed in 2023. 4.8

children die every day in the US due to abuse or neglect. #1

State ranking for Texas for number of confirmed victims of child abuse among 51 reporting states/districts.

8 of 10

of the leading causes of death in the US are correlated with high ACEs. ~60%

Percentage of children who have experienced trauma by age 16.



# **CASA VOLUNTEERS**

Court Appointed Special Advocate (CASA) volunteers are everyday people from the community appointed by a judge to look after a child's best interests while they're in foster care. CASA volunteers are well-trained and work to address a child's needs around safety, permanency, connections and well-being. They represent the best interest of the child in court, help ensure the child is safe and advocate to keep families together when possible.

CASA volunteers learn about the child by getting to know the child's family, the child's community members (caregivers, foster care providers, doctors, therapists, teachers, etc.) and the child's legal team (their attorney and caseworker).



CASAs come from all walks of life and a variety of professional, educational and cultural backgrounds - but all have one thing in common: THEY ARE PASSIONATELY COMMITTED TO HELPING CHILDREN



### THE ROLE OF CASA VOLUNTEERS

CASA volunteers provide the court with objective information about their assigned child to help the judge make sound decisions about that child's future.

CASA volunteers get to know the child and learn information from everyone involved in their daily lives, including family members, caretakers, teachers, daycare providers, doctors, therapists, lawyers, and others with knowledge of the child's history and situation.

CASA volunteers use the facts they gather to report of the court, advocating for the child's best interest.

# BY THE NUMBERS...

Hill Country CASA volunteers consistently provide an invaluable contribution to the wellbeing of children in Kerr, Gillespie, Bandera, and Kendall Counties. CASA volunteers dedicate hours to gathering crucial information, collaborating with caseworkers, educators, and family members to develop tailored recommendations for each child's welfare.

Their commitment has a profound impact, often resulting in improved case outcomes, including safer, more permanent home placements. This selfless dedication by Hill Country CASA volunteers helps to bring hope and stability to some of the community's most vulnerable members, empowering children to find brighter, safer futures.



Serving the Hill Country

4

Texas counties, serving an area that is home to 150,000 Texans



127

Children Served in 2024



**Engaged & Active** 

53

Total Volunteers, 2024



**Educating Service Providers** 

209

Registrants for Ad Litem Seminar



1,976

Hours Donated by CASA Volunteers in 2024 54,058

Miles Driven in 2024



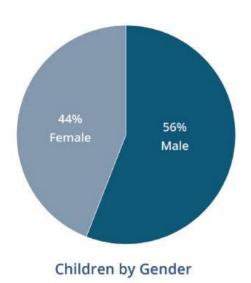


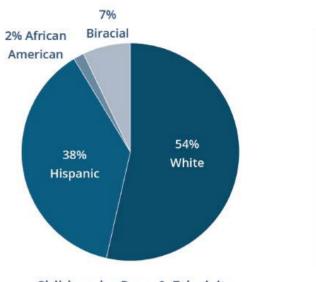
"When I get married, he will be the first invitation I send out, because [my CASA] is the reason I will have made it to that point in my life with success."

- CASA Client



# **2024 RESULTS**





Children by Race & Ethnicity

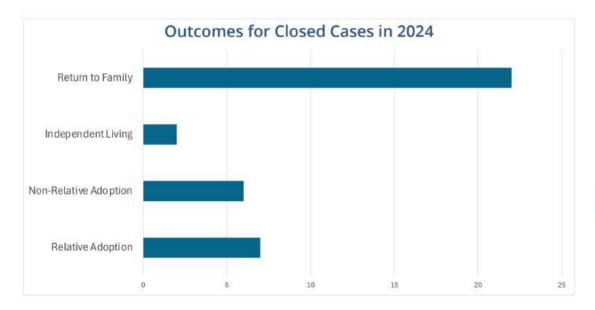
Children by Age		
	2	
<b>52%</b> Age 0-5y	<b>26%</b> Age 6y-12y	<b>22%</b> Age 13y-18y

**HCCASA** Actions for Children

4,672 Logged Child Wellbeing Actions in 2024

597 Logged Legal Advocacy Actions in 2024

**802** Logged Family & Community Actions in 2024





# CASA PROGRAMS

### In Addition to Our Advocacy Services



## **Direct Assistance and Emergent Needs**

When children enter foster care, we prioritize placing them with relatives rather than in facilities. However, these relatives often need extra support to keep the children safe and healthy, more than paid foster placements might require. With our local child welfare system being largely virtual, CASA steps in to bridge the gaps, offering personal support such as cash aid and emergency assistance.

In FY2024, Hill Country CASA spent \$40,102 on Direct Assistance and Emergent Needs to address health, developmental, educational, and basic needs for children in foster care across our service area. This fund supports relatives and fictive kin caregivers in providing safe homes and assists parents working toward reunification by helping with education, job skills, travel expenses, and initial housing costs.

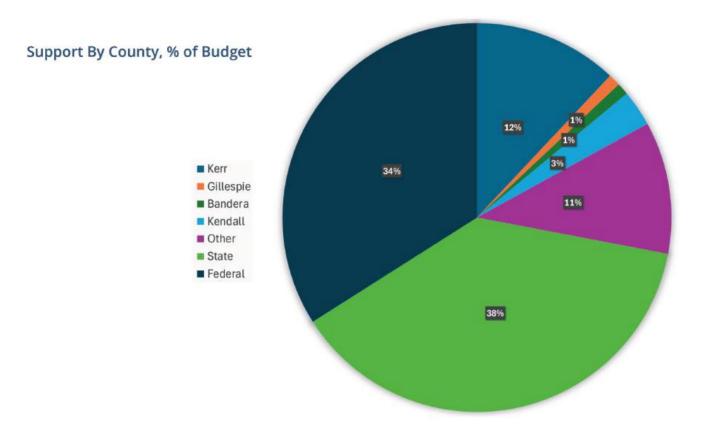


### Ad Litem Seminar

For the past 15 years, Hill Country CASA has worked with the area Child Protection Court Judges to facilitate a two-day continuing education for volunteers and professionals working in the child welfare system. This training is registered with the State Bar of Texas for official CLE for our rural public service attorneys. This training provides volunteers, caseworkers, attorneys, and judges with consistent information that directly impacts the children and families we work with in the child welfare system.

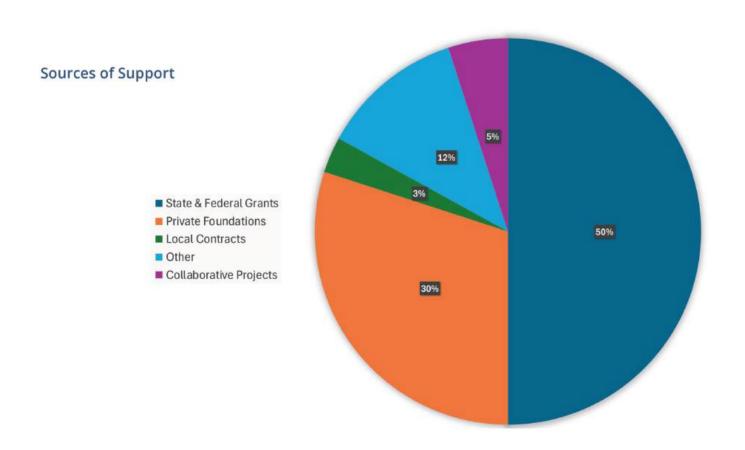
This in-person training also provides a venue for individuals working in the child welfare system to build and strengthen professional relationships. It provides time for fellowship and collaboration in addition to education. These relationships have allowed us to create a culture in Gillespie, Kerr, Kendall, and Bandera Counties that is focused on family reunification and placement with relatives whenever children's safety is not compromised.

# **FUNDING**



### Number of Children Supported, Based on County/Government Contributions:

Kerr (15 Children), Gillespie (1), Bandera (1), Kendall (4), Other (14), State of Texas (49), Federal (43)



# PETERSON VISITATION CENTER

### A Powerful Resource for Children, Families, and Care Teams

The Peterson Visitation Center is provided by Hill Country CASA and is located adjacent to our offices at 309 Earl Garrett in Kerrville. This facility provides a physical space for any child in foster care, at risk of coming into foster care, or who is involved with law enforcement or CPS investigations and needs a safe place to be. We provide a safe, stable, and comfortable location for area children to visit with their parents, siblings, CASA, caseworker, and attorneys.





Hill Country CASA has collaborative working agreements with the Texas Department of Family and Protective Services, BELONG, Hill Country Crisis Council, and law enforcement agencies that allow them access to the facility 24 hours a day. Allowing children to be in a safe and comfortable environment if they are taken into foster care in an emergency or if they are removed from the scene of a crime minimizes the potential for additional trauma by having to wait at a CPS office or a law enforcement facility.

The Peterson Visitation Center is also the home of the Hope Closet in partnership with the Kerr Country Child Services Board. The Hope Closet stores physical resources including diapers, hygiene items, car seats, and other needs of children. These resources are available all the time to our community partners.













EVERY CHILD HAS A CHANCE

– IT'S YOU.®

CASA VOLUNTEERS SUPPORT CHILDREN AND FAMILIES INVOLVED IN THE CHILD WELFARE SYSTEM.

CASA VOLUNTEERS INCREASE THE WELL-BEING OF THE CHILDREN IN FOSTER CARE.

CASA PROGRAMS ARE OF, AND FOR, THE COMMUNITY.



HILL COUNTRY CASA

### HILL COUNTRY CASA YEAR END REPORT TO JUDICIARY

FISCAL YEAR 2024 (SEPTEMBER 1, 2023 - AUGUST 31, 2024)

# PART I: PROGRAM, ADMINISTRATIVE AND FINANCIAL STATISTICS CHILD, CASE, CAREGIVER STATISTICS

		CH	IILD, CASE, CAREGIV	ER STATISTICS			
		CHILDREN	I AND CASES SERVED	BY COUNTY FY	2024		
	TOTAL NUI	MBER SERVED	% OF CASELOAD		OPENED	# CL	.OSED
	Children	Cases	Children	Children	Cases	Children	Cases
KERR	59	40	46%	27	18	20	12
GILLESPIE	21	12	17%	6	4	4	2
BANDERA	33	23	26%	14	10	10	7
KENDALL	14	10	11%	8	5	3	2
TOTAL SERVICE AREA	127	85	100%	55	37	37	23
		CAREGIVE	R ALLEGATIONS AT (	CASE OPEN IN FY	2024		
		DOMESTIC LIFE	DRUG SUES 1 OSED ANT	MEGLEC	PHYSICALSE	SEKURBUSE	CHILD'S MY AL ALTH
TOTAL SERVICE	E A DE A	27	20 20	127	18	7	10
TOTAL SERVICE	AKEA	21	20	127	18	,	10
		CAREGIVE	R CHALLENGES AT C	ASE OPEN IN FY	2024		
							49
	DRUG ROUSE	(RIMINAL DRY	set offender	NO GED LERATE	CRS.HESTORY	A	JHEMROTED
	ORUG!	CEININALORY	set offent	"OCEL THEK	PSHIP	POWERTY	NEW
TOTAL SERVICE AREA	85	79	7	2	91	T 5	11
	I -		-	<u>I</u>			•
	ALCOHOL ROUSE	NO STROKT	.6 .5	PHASICAL DEPORTURA	KT. REST OR ESS	ON PERFERATO	OVICTION
	ALCOHOL SE	NO STREET	MENTAL THES	SHYSIC SABIL	NT. RIST ONE	04 SEBSE	SAME
	14	28	21	3	14	22	18
		OUTCOMES FO	R CHILDREN WHOSE	CASES CLOSED I			
	•	<i>"</i> C			meter the late		
	MFED	THE OTIPH.	, The or	₹ <del>\</del>	CREMON AC	Sult	.&
	RELIMITED	RELATIVE PLANC	NOT REALINE	DEATH	MOE INITIONS	MONESUIT	TOTAL
TOTAL SERVICE AREA	20	7	4	1	2	3	37
			ADVOCACY OVE	RVIEW			
TOTAL VOLUNTEER	D LIQUIDS DONAT	ED EV 2024	1.076	AT TV CA	ACA ADDDOVED DATE	OE ¢30/UD	ĆE7 200
TOTAL VOLUNTEER	THOURS DONATI	ED F1 2024	1,976	ATTACA	ASA APPROVED RATE	OF \$29/FIK	\$57,309
CASA STAFF D	DIRECT SERVICE H	IOURS	1,388	CASA VOLLIN	ITEER DONATED DIRI	FCT ASSISTANCE	\$9,400
C/15/13/1/11 E	INCET SERVICE II	.001.3	1,500	CASA VOLOTO	TEEN BOWNED BIN	2017133131711102	<del>\$3,400</del>
CASA EXPENDITU	RES: DIRECT ASS	ISTANCE*	\$12,843	CASA EXPI	ENDITURES: EMERGE	ENT NEEDS**	\$17,859
			, ,				
TRAVEL: SERVIC	E TO CHILDREN/	COURTS		VA	ALUE OF ALL CASA VO	LUNTEER DONATI	IONS
	Dollars	Miles	_		Туре		Dollars
DONATED BY VOL	\$8,125	12,127		VOL SE	RVICE TO CHILDREN	/ COURTS	\$57,309
PAID BY CASA (Fed Rt)	\$28,094	41,931		VOL DONAT	ED TRAVEL / EXPENS	SES / DIR. ASST.	\$9,400
TOTAL	\$36,219	54,058	<u>[</u>		TOTAL		\$66,709
	AL NUMBER ACTI				HOURS OF TRAININ	G OFFERED FY202	
From:	New in 2024	Returning	Ī		Type		Hours
KERR	4	18	<del> </del>	10/5 050	NEW VOLUNTEER		42
GILLESPIE BANDERA	0	9 5	<del> </del>		SION CONTINUING E ACED CONTINUING E		18 36.5
KENDALL	0	14	†		DINATED FOR AD LIT		12
OUT OF AREA	0	3	53		STRANTS FOR AD LIT		209
OUT OF AIRLA		, ,	133	# OF INEGIS	STRAINTS FOR AD LIT	LIVI SLIVIIIVAI	203
			ADMINISTRATIVE S	STATISTICS			
			7.51	7771101100			
TOTAL SU	PPORT BY COUNT	ГΥ			CHILDREI	N SERVED DEMOG	RAPHICS
					رىن	TMC - 78	PMC - 43
	% of Total	Supports # of			SIATUS	COS - 1	JMC - 5
	Budget	children	_			BIRTH - 5	66
KERR	12%	15			A.G.E.	AGE 6 - 12	33
GILLESPIE	1%	1	[			AGE 13 - 18	28
BANDERA	1%	1	ļ		GENDER	MALE	71
KENDALL	3%	4			GETA.	FEMALE	56
OTHER	11%	14				WHITE	68
STATE	38%	49			ETHALLTY	HISPANIC	48
FEDERAL	34%	43	I		Elk	BLACK BIRACIAL	9
						DIDACIAL	

BIRACIAL

### DELEGATE AGENCY AGREEMENT

THE STATE OF TEXAS

'KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL

This Agreement made effective the day of the state of the stat

This Agreement made effective the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and HILL COUNTRY CASA, hereinafter called Hill Country CASA, each acting herein by and through its duly authorized officers.

**WHEREAS**, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of funds for programs which promote individual and family social services to improve and maintain a high quality of life for the Citizens of Boerne; and

WHEREAS, Hill Country CASA possesses specialized expertise, personnel, equipment, and training necessary to provide certain community-based specialized services unique to the organization; and

WHEREAS, Hill Country CASA'S mission is to provide volunteers who passionately advocate for abused and neglected children; and

WHEREAS, the City Council has found and determined that the above programs, services, mission and functions of Hill Country CASA accomplish a valuable and important public purpose for the citizens of Boerne.

### NOW THEREFORE:

The parties hereto agree as follows:

- 1. Hill Country CASA will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
- 2. Hill Country CASA agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
- 3. The City hereby agrees to pay to Hill Country CASA FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) from the Electric Fund. Payment shall be made in one annual installment no later than December 31st, 2025.
- 4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Hill Country CASA's revenue for the current fiscal year.
- 5. It is expressly understood and agreed by and between the parties that Hill Country CASA is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
- 6. It is understood and agreed by and between the parties that a fiduciary duty is created in Hill Country CASA with respect to expenditure of revenue provided in accordance with the approved proposal.

### Therefore:

- A. Hill Country CASA shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2025 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. Hill Country CASA shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.
- C. Further, Hill Country CASA shall obtain and supply to the City on or before January

- 31st, 2026, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by Hill Country CASA's programs and functions described herein.
- 7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2026. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.
- 8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.
- 9. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
- 10. This Agreement shall be subject to the laws and statutes of the State of Texas.
- 11. **INDEMNITY CLAUSE.** Hill Country CASA agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Hill Country CASA, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Hill Country CASA and the City, that the indemnity provided for in this paragraph is also Indemnity by Hill Country CASA to indemnify and protect the City from the consequences of the negligence of either party hereto with regard to any and all claims based upon joint venture liability.
- 12. It is expressly agreed that by executing this Agreement with Hill Country CASA, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this

Agreement to pay any funds of the City to Hill Country CASA. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Hill Country CASA shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

13. Each party warrants and represents that it has approved this Agreement by motion duly adopted at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each party is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ATTEST:	CITY OF BOERNE, TEXAS
	BY:
LORI CARROLL	BEN THATCHER
City Secretary	City Manager
ATTEST:	
BY:	
PRINT NAME:	Hill Country CASA
OFFICE HELD:	BY:
	Chief Executive Officer

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R63; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND FRIENDS OF THE CIBOLO WILDERNESS (CIBOLO CENTER FOR CONSERVATION).
Contact Person	Lissette Jimenez, Director of Parks and Recreation
Background Information	Each year, the City of Boerne contracts with certain non-profit entities that provide specific services to the local community. After recent fiscal year agreements, staff continued to refine the process to ensure these requests for funds are strategically aligned with the City's Vision, Mission, and Values.  The Friends of the Cibolo Wilderness (Cibolo Center for Conservation) consists of more than eighty acres of green space that serves as a hub for nature education, enriching community experiences, and environmental research. The Cibolo Center for Conservation is an active leader in water conservation, land stewardship, wildlife care, sustainability practices, planting, and harvesting.  The Cibolo Center for Conservation programs further reflect the City's value of Service, which emphasizes improving the community and enhancing people's lives.  To support these efforts, the City has included \$15,000 in FY26 funding to strengthen the Cibolo Center for Conservation's programs, which further reflect the City's value of Service, emphasizing improving the community and enhancing people's lives.
Strategic Alignment	C1, Offering quality customer experience C3, Collaborating with community partners to enhance quality of life FI, Committing to strategic, responsible, and conservative financial management
Financial Considerations	Funding for this public agreement in the amount of \$15,000 is included in the FY26 budget.

Citizen Input/Board	N/A
Review	
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R63
	Shared Services Agreement for FY 2026

### **RESOLUTION NO. 2025-R63**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND FRIENDS OF THE CIBOLO WILDERNESS (CIBOLO CENTER FOR CONSERVATION)

**WHEREAS**, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

**WHEREAS**, the City Council has found and determined that the programs, services, missions and functions of Friends of the Cibolo Wilderness (Cibolo Center for Conservation) accomplish a valuable and important public purpose for the citizens of Boerne; and

**WHEREAS**, the City of Boerne finds it necessary to enter into and manage a shared services agreement with the Friends of the Cibolo Wilderness (Cibolo Center for Conservation) for Funding for Public Purpose;

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 a shared services agreement between the City of Boerne and the Friends of the Cibolo Wilderness (Cibolo Center for Conservation) for Funding for Public Purpose in the amount of \$15,000.00.

P/	SSED, APPROVED, and ADOPTED on this the day of, 2025.
	APPROVED:
ATTEST:	Mayor
City Secre	 tary

### SHARED SERVICES AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL

This Agreement made effective the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and FRIENDS OF THE CIBOLO WILDERNESS, INC., hereinafter called CIBOLO CENTER FOR CONSERVATION, each acting herein by and through its duly authorized officers.

WHEREAS, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of funds for programs to promote conservation of natural resources through education; and

WHEREAS, the Cibolo Center for Conservation performs the necessary and critical function of gathering and disseminating information on the flora, fauna, and wildlife in the Cibolo Wilderness Area, which serves to improve and maintain a high quality of life for the citizens of the City of Boerne; and

**WHEREAS**, the Cibolo Center for Conservation's mission is to promote conservation of natural resources to serve the greater community of the City of Boerne; and

WHEREAS, the City Council has found and determined that the above programs, services, mission, and functions of the Friends of Cibolo Wilderness, Inc. accomplish a valuable and important public purpose for the citizens of Boerne.

### NOW THEREFORE:

The parties hereto agree as follows:

- 1. Cibolo Center for Conservation will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
- 2. Cibolo Center for Conservation agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
- 3. The City hereby agrees to pay to Cibolo Center for Conservation FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the Park Fund. Payment shall be made in one annual installment no later than December 31<sup>st</sup>, 2025.
- 4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Cibolo Center for Conservation's revenue for the current fiscal year.
- 5. It is expressly understood and agreed by and between the parties that Cibolo Center for Conservation is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
- 6. It is understood and agreed by and between the parties that a fiduciary duty is created in Cibolo Center for Conservation with respect to the expenditure of revenue provided in accordance with the approved proposal.

### Therefore:

- A. Cibolo Center for Conservation shall provide to the City Manager periodic reports within fourteen days (14) days after the end of each three (3) month period beginning with the period ending December 31, 2025 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. Cibolo Center for Conservation shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City

- Council or City Manager, shall make the records available for inspection and review.
- C. Further, Cibolo Center for Conservation shall obtain and supply to the City on or before January 15, 2026, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by Cibolo Center for Conservation's programs and functions described herein.
- 7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2026. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.
- 8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.
- 9. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
- 10. This Agreement shall be subject to the laws and statutes of the State of Texas.
- 11. **INDEMNITY CLAUSE.** Cibolo Center for Conservation agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Cibolo Center for Conservation, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Cibolo Center for Conservation and the City, that the indemnity provided for in this paragraph is also Indemnity by Cibolo Center for Conservation to indemnify and protect the City from the consequences of the negligence of either party hereto with regard to any and all claims based upon joint venture liability.

- 12. It is expressly agreed that by executing this Agreement with Cibolo Center for Conservation, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to Cibolo Center for Conservation. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Cibolo Center for Conservation shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.
- 13. Each party warrants and represents that it has approved this Agreement by motion duly adopted at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each party is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ATTEST:  CITY OF BOERNE, TEXAS		
LORI CARROLL City Secretary	BY:BEN THATCHER	
	City Manager	
ATTEST:	Friends of the Cibolo Wilderness, Inc.	
BY:	BY:	
PRINT NAME: OFFICE HELD:	Chief Executive Officer	

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R64; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND RAINBOW SENIOR CENTER (The Center).
Contact Person	Lissette Jimenez, Parks and Recreation Director
Background Information	Each year, the City of Boerne partners with select non-profit organizations to provide funding in support of services that directly benefit our community.
	The Center in Boerne (Rainbow Senior Center), a 20,000-square-foot facility, offers a wide range of services for adults 55 and older, including dining, exercise, card playing, dancing, kitchen access, and meeting spaces.
	Recently, The Center experienced a reduction in federal funding, creating a significant gap in the resources needed to continue delivering critical senior services. In response, the City of Boerne has strategically allocated \$100,000 in Fiscal Year 2026 to support these efforts:
	<ul><li>\$25,000 for Meals on Wheels</li><li>\$75,000 for senior programming</li></ul>
	Attached is the proposed agreement for the upcoming fiscal year.
Strategic Alignment	C1, Offering quality customer experience C3, Collaborating with community partners to enhance quality of life FI, Committing to strategic, responsible, and conservative financial management
Financial Considerations	Funding for this public agreement in the amount of \$100,000 is included in the FY26 budget.
Citizen Input/Board Review	N/A

Legal Review	N/A
Alternative Options	N/A
<b>Supporting Documents</b>	Resolution No. 2025-R64
	Shared Services Agreement for FY 2026

### **RESOLUTION NO. 2025-R64**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND THE RAINBOW SENIOR CENTER (THE CENTER)

WHEREAS, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, the City Council has found and determined that the programs, services, missions and functions of the Rainbow Senior Center accomplish a valuable and important public purpose for the citizens of Boerne; and

WHEREAS, the City Council has designated \$25,000 of the funding to support the Meals on Wheels program and \$75,000 for senior programming; and

WHEREAS, the City of Boerne finds it necessary to enter into and manage a shared services agreement with the Rainbow Senior Center for Funding for Public Purpose;

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 a shared services agreement between the City of Boerne and the Rainbow Senior Center for Funding for Public Purpose in the amount of \$100,000.00.

PAS	SED, APPROVED, and ADOPTED on this the day of, 2025.
	APPROVED:
ATTEST:	Mayor
City Secreta	ary

### SHARED SERVICE AGREEMENT

THE STATE OF TEXAS '

' KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL

This Agreement made effective the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and RAINBOW SENIOR CENTER, hereinafter called CENTER, each acting herein by and through its duly authorized officers.

WHEREAS, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of Park Funds for programs of the Center; and

WHEREAS, The Center is a central resource center which provides individual and family social services to improve and maintain a high quality of life for senior citizens in the City of Boerne and Kendall County; and

WHEREAS, The Center's mission is to serve the needs of the citizens of the City of Boerne and Kendall County ages 60 and older; and

WHEREAS, The Center's function is to coordinate or provide resources, information, and activities that will enrich the lives of senior citizens; and

WHEREAS, The Center provides nutritional programs, transportation services, and encourages social interaction among senior citizens to overcome the social isolation that often accompanies aging; and

WHEREAS, the City Council has found and determined that the above programs,

services, mission, and functions of the Center accomplish a valuable and important public purpose for the citizens of Boerne.

### NOW THEREFORE:

The parties hereto agree as follows:

- 1. The Center will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
- 2. The Center agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
- 3. The City hereby agrees to pay the following to the Center.
  - A. SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) for programs listed above from the Park Fund. Payment shall be made in quarterly payments of \$25,000.00 beginning January 2026 and ending September 2026
  - B. TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000) for Meals on Wheels from the Park Fund. Payment shall be made in one annual installment no later than December 31<sup>st</sup>, 2025.
- 4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of the Center's revenue for the current fiscal year.
- 5. It is expressly understood and agreed by and between the parties that the Center is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
- 6. It is understood and agreed by and between the parties that a fiduciary duty is created in the Center with respect to expenditure of revenue provided in accordance with the approved proposal.

### Therefore:

A. The Center shall provide to the City Manager periodic reports within fourteen (14) days after the end of each three (3) month period beginning with the period ending December 31, 2025 on the activities that are conducted to benefit the City, and

- expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. The Center shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.
- C. Further, the Center shall obtain and supply to the City on or before January 15, 2026, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by the Center's programs and functions described herein.
- 7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2026. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.
- 8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.
- 9. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
- 10. This Agreement shall be subject to the laws and statutes of the State of Texas.
- 11. **INDEMNITY CLAUSE.** The Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Center, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Center and

the City, that the indemnity provided for in this paragraph is also Indemnity by the Center to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

- 12. It is expressly agreed that by executing this Agreement with the Center, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to the Center. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that the Center shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.
- 13. Each party warrants and represents that it has approved this Agreement by motion duly adopted at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each party is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ATTEST:	ATTEST:	
LORI CARROL	BY:	_
City Secretary		
	PRINT NAME:	
	OFFICE HELD:	

CITY OF BOERNE, TX
BY:
BEN THATCHER City Manager
Rainbow Senior Center
BY:
Chief Executive Officer

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R65; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND ALAMO AREA COUNCIL OF GOVERNMENTS FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES.
Contact Person	Chief of Police Steve M. Perez
Background Information	The City of Boerne (COB) has had a written agreement with the Alamo Area Council of Government (AACOG) since the COB established the public service answering point for all of Kendall County. This agreement allows for 24-hour, 7-days a week, 365-days a year 9-1-1 answering services. This includes details on ownership, transferences, and disposition of equipment pertaining to 9-1-1 service. The COB shall maintain a current inventory of all equipment and conduct routine inspections to ensure equipment is performing as expected. The COB is responsible for training personnel on using the equipment along with maintaining the records.
Strategic Alignment	C1, C3, F2, B3
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	Yes
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R65 AACOG Interlocal Agreement

### **RESOLUTION NO. 2025-R65**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND ALAMO AREA COUNCIL OF GOVERNMENTS FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

**WHEREAS**, the City of Boerne finds it necessary to enter into an interlocal agreement for the operation of the automatic location information maintenance service and public safety answering point;

# 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 Alamo Area Council of Governments for E9-1-1 public safety answering point services.

PASSED, APPROVED and AL	DOPTED on this the day of	, 2025.
	APPROVED:	
	Mayor	
ATTEST:		
City Secretary		

# INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

# **Article 1: Parties & Purpose**

- 1.1 The Alamo Area Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Texas Local Government Code, Chapter 391. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 18 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 City of Boerne (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.
- 1.3 The Commission, as authorized by Health and Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
- 1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

# Article 2: Applicable Law

- 2.1 Applicable law includes but is not limited to federal law and regulations pertaining to the provisioning of 9-1-1 service; Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapters 783 (Uniform Grant and Contract Management), including the Texas Grant Management Standards (TxGMS) promulgated thereunder, 791 (Interlocal Cooperation Act), 2054 (Information Resources), and 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapters 391 (Regional Planning Commissions) and 441, Subchapter J (Preservation and Management of Local Government Records).
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10

days prior to the time such policies or procedures are enforceable against the Local Government.

# **Article 3: Deliverables**

- 3.1 The Local Government agrees to:
  - 3.1.1 Operate and maintain the City of Boerne PSAP(s) located at, Boerne Police Department, 124 Old San Antonio road, Boerne, TX 78006;
  - 3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and
  - 3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.
- 3.2 Ownership, Transference & Disposition of Equipment
  - 3.2.1. The RPC and the Local Government shall comply with Applicable Law, regarding the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
  - 3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.
  - 3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.
  - 3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with TxGMS and the Texas Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.
  - 3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Local Government and proof of insurance shall be provided upon request.
  - 3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.
- 3.3 Inventory
  - 3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

- 3.3.2 All 9-1-1 equipment shall be tagged with identification labels.
- 3.3.3 Any lost or stolen 9-1-1 equipment shall be reported by the Local Government to the RPC as soon as possible.

# 3.4 Security

- 3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.4.2 Any suspicious or unusual activity, which may indicate an attempt to breach the integrity of 9-1-1 equipment or systems, shall be reported immediately by Local Government to RPC staff. Any actual, attempted, or suspected misuse of 9 1-1 equipment shall be reported immediately by Local Government to RPC staff.

# 3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

# 3.6 Cybersecurity Training

- 3.6.1 Local Government Computer System: RPC and Local Government represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. The Local Government shall verify and report on the completion of a cybersecurity training program certified under Texas Government Code 2054.519 by employees of the Local Government, and require periodic audits to ensure compliance with this section.
- 3.6.2 State Computer System or Database: If RPC or the Local Government personnel have access to any state computer system or database, including a Commission computer system or database, such personnel must annually complete cybersecurity training certified under Texas Government Code Section 2054.519 and verify completion of the training program to the Commission pursuant to and in accordance with Texas Government Code Section 2054.5192.

# 3.7 Operations

The Local Government shall:

3.7.1 Designate a PSAP supervisor and provide related contact information to the RPC;

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- 3.7.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;
- 3.7.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;
- 3.7.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
- 3.7.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;
- 3.7.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;
- 3.7.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;
- 3.7.8 Log all trouble reports and make copies available to the RPC as required by the RPC;
- 3.7.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

# **Article 4: Performance Monitoring**

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

# **Article 5: Procurement**

- 5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.
- 5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.
- 5.3 The RPC and Local Government shall require any company that submits a bid or proposal with respect to a contract for goods or services to certify that the company, and, if applicable, any of its holding companies or subsidiaries, is not:
  - a. Listed in Section 889 of the 2019 National Defense Authorization Act

(NDAA); or

- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

### **Article 6: Financial**

- 6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.
- 6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.
- 6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
- The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
- 6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
- 6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

### Article 7: Records

- 7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;
- 7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

# **Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

# **Article 9: Nondiscrimination and Equal Opportunity**

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

# Article 10: Dispute Resolution

- 10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.
- 10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

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# **Article 11: Suspension for Unavailability of Funds**

In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

## **Article 12: Notice to Parties**

- 12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.
- 12.2 The RPC's address is:

Alamo Area Council of Governments 2700 NE Loop 410, Suite 101 San Antonio, TX 78217

The Local Government's address is:

City of Boerne 447 N Main Street Boerne, TX 78006

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

# Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2025 and shall remain in full force and effect unless terminated by either party by providing at lease sixty (60) days written notice to the other party as provided in Article 12 of this agreement.

- 13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

# **Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

# **Article 15: Confidentiality**

- 15.1 The parties will comply with the Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information related to this Agreement and all data and other information generated or otherwise obtained in its performance.

# **Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

# Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Texas Government Code, Chapter 2161 regarding Historically Underutilized Businesses.

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# Article 18: Miscellaneous

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Law.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
- 18.5 The following Attachments are part of this Agreement:

Attachment A Ownership Agreement
Attachment B Transfer of Ownership Form
Attachment C Scope of Work
Attachment D PSAP Operations Performance Measures and Monitoring
Attachment E Commission Documents

- 18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.
- 18.7 This Agreement is executed in duplicate originals.

Alamo Area Council of Governments	City of Boerne
Ву:	Ву:
Printed Name: Clifford C. Herberg Title: Executive Director	Printed Name: Ben Thatcher Title: City Manager
Date:	Date:

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# Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at City of Boerne, in Kendall County, to be the property of AACOG, hereinafter referred to as "Owner.

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Alamo Area Council of Governments	City of Boerne
Ву:	Ву:
Printed Name: Clifford C. Herberg	Printed Name: Ben Thatcher
Title: Executive Director	Title: City Manager
Date:	Date:

	Inventory								
PSAP Name	Item#	Hardware Type	Description	Manufacturer	Manufacturer Part#	Serial#	Installed	Status	Location
Boerne PD	23258	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LQD	2/27/2024	In Use	On Site
Boerne PD	23260	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LPQ	2/27/2024	In Use	On Site
Boerne PD	23262	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LPN	2/27/2024	In Use	On Site
Boerne PD	23264	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LPL	2/27/2024	In Use	On Site
Boerne PD	23257	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450LPK	2/27/2024	In Use	On Site
Boerne PD	23259	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450MSM	2/27/2024	In Use	On Site
Boerne PD	23261	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450LQ9	2/27/2024	In Use	On Site
Boerne PD	23263	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450LQC	2/27/2024	In Use	On Site
Boerne PD	20673	Router - WAN	4G Router - boernepd-r2	Cisco	C8200-1N-4T V02	FJC26382BQA	3/8/2023	In Use	On Site
Boerne PD	19000	Workstation - Analytics Stats PC	Analytics Stats PC	HP	9MZ45UP#ABA	MXL0424216	7/25/2024	In Use	On Site
Boerne PD	20672	Router - WAN	AVPN Router - boernepd-r1	Cisco	C8200-1N-4T V02	FJC26382BU7	3/8/2023	In Use	On Site
Boerne PD	19128	Ethernet Switch	Ethernet Switch (24 Port) - 1A	Cisco	WS-C2960X-24TS-L V05	FJC24461KBK	8/9/2021	In Use	On Site
Boerne PD	19129	Ethernet Switch	Ethernet Switch (24 Port) - 1B	Cisco	WS-C2960X-24TS-L V05	FJC24461KH9	8/9/2021	In Use	On Site
Boerne PD	19131	Gateway - FXO	Gateway - FXO1A (4 Port)	AudioCodes	GGWV00680	D12799751	8/9/2021	In Use	On Site
Boerne PD	19132	Gateway - FXO	Gateway - FXO1B (4 Port)	AudioCodes	GGWV00680	D12705925	8/9/2021	In Use	On Site
Boerne PD	23269	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	23270	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	23271	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	23272	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	16990	KM - USB	KVM - Freedom II (4 Port USB)	Black Box		1911B0150212	1/14/2025	In Use	On Site
Boerne PD	19580	Network Interface Module	Network Interface Module	Cisco	74-116159-01	FOC24353XX2	8/9/2021	In Use	On Site
Boerne PD	19143	PortServer TS4	Port Server TS4	Digi	50000836-15S	E03325263	8/9/2021	In Use	On Site
Boerne PD	19141	RS-232 Data Sharer	RS-232 Data Sharer (2 Port)	Black Box		5242866-0126	8/9/2021	In Use	On Site
Boerne PD	17638	RS-232 Data Sharer	RS-232 Data Sharer (8 Port) RJ-	Black Box		5245226-0007	11/2/2020	In Use	On Site
Boerne PD	23277	SAM	SAM	Motorola Solutions		32940E	2/27/2024	In Use	On Site
Boerne PD	23278	SAM	SAM	Motorola Solutions		32944E	2/27/2024	In Use	On Site
Boerne PD	23279	SAM	SAM	Motorola Solutions		32953E	2/27/2024	In Use	On Site
Boerne PD	23280	SAM	SAM	Motorola Solutions		32957E	2/27/2024	In Use	On Site
Boerne PD	23273	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	10237865005	2/27/2024	In Use	On Site
Boerne PD	23274	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	10237826027	2/27/2024	In Use	On Site
Boerne PD	23275	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	10237865008	2/27/2024	In Use	On Site
Boerne PD	23276	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	11238106030	2/27/2024	In Use	On Site
Boerne PD	23281	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23281	2/27/2024	In Use	On Site
Boerne PD	23282	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23282	2/27/2024	In Use	On Site
Boerne PD	23283	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23283	2/27/2024	In Use	On Site
Boerne PD	23284	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23284	2/27/2024	In Use	On Site

Boerne PD	19130	Surge Arrester	Secondary Surge Arrester	Circa		836933	8/9/2021	In Use	On Site
Boerne PD	19637	UPS - 9PXM	UPS - 4-20KVA (9PXM)	Eaton Powerware	9PXM08AAXXX	BF08M17308	6/16/2022	In Use	On Site
Boerne PD	19647	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1309	6/16/2022	In Use	On Site
Boerne PD	19648	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1310	6/16/2022	In Use	On Site
Boerne PD	19649	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1312	6/16/2022	In Use	On Site
Boerne PD	19650	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1318	6/16/2022	In Use	On Site
Boerne PD	19630	UPS - Environmental Monitoring P	UPS - Environmental Monitoring	Eaton Powerware	744-A4026	PB13M04LB0	6/16/2022	In Use	On Site
Boerne PD	19623	UPS - Network-MS Card	UPS - Network Card-M2	Eaton Powerware	744-A3983	P312M16EF0	6/16/2022	In Use	On Site
Boerne PD	19616	UPS - Split Phase Power Module	UPS - Split Phase Power Module	Eaton Powerware	730-06185	R286M12059	6/16/2022	In Use	On Site
Boerne PD	19608	UPS - Automatic Transfer Switch	UPS - Transfer Switch (9PXM)	Eaton Powerware	P-103002142	BQ132J0002	6/16/2022	In Use	On Site
Boerne PD	20684	WAN - Wireless Modem	WAN - Wireless Modem	Sierra Wireless	1104071	N62084002402B239	10/26/2022	In Use	On Site
Boerne PD	22437	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VK2NR	2/27/2024	In Use	On Site
Boerne PD	22438	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VLAAF	2/27/2024	In Use	On Site
Boerne PD	22439	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VK2NJ	2/27/2024	In Use	On Site
Boerne PD	22440	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VLAAC	2/27/2024	In Use	On Site
Boerne PD	23265	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392NNM	2/27/2024	In Use	On Site
Boerne PD	23266	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392LTZ	2/27/2024	In Use	On Site
Boerne PD	23267	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392LVB	2/27/2024	In Use	On Site
Boerne PD	23268	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392NMV	2/27/2024	In Use	On Site

# **Attachment B**

# **Transfer of Ownership Form**

As stipulated in Article 3 of the Agreem (Local Governm	ent between (RPC) and ent) dated, 20, the RPC shall
	9-1-1 equipment between the RPC and the Local
Indicate the appropriate classification:	
Transfer Disposition	Lost
Please provide the following information in	as much detail as possible.
Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	
Continued	

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# Attachment B Transfer of Ownership Form (continued)

Action Recommended by:
Title:
Date:
Comments:
Approved:YesNo
Proceeds, if any:
Approved by:
Title:
Comptroller
Date:
Disposed or Lost Property shall require approval by the agency head.
Reviewed by: Executive Director (or other appropriate title of agency head)
Date:

# Attachment C Scope of Work

# Section 1.0 - Scope:

As required by the Contract for 9-1-1 Services, RPC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

# A. 9-1-1 Equipment

- Customer Premise Equipment (CPE) located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

# B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

# Section 2.0 - Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and RPC policies as they pertain to the 9-1-1 program to provide the following deliverables:

### 2.1 Inventory:

2.1.1 Local Government is responsible for notifying RPC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

# Attachment C Scope of Work (continued)

2.1.2 RPC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

# 2.2 Security:

- 2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. RPC agrees to follow security access requirements established by Local Government.
- 2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, Guidelines for Implementing Integrated Services. RPC may conduct random security audits.
- 2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of RPC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by RPC.
- 2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

# 2.3 Maintenance:

- 2.3.1 RPC shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.
- 2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.
- 2.3.3 Local Government shall notify RPC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.
- 2.3.4 Local Government shall notify RPC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5

# Attachment C Scope of Work (continued)

2.3.6 Local Government may call for technical assistance or make trouble reports by calling Western States Communications at 888-414-2738. In addition, the Local Government may use email to request routine maintenance at support@wscicom.com.

# 2.4 Supplies:

RPC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

# 2.5 Training

Local Government shall:

- 2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by RPC training staff, or as determined by the Local Government.
- 2.5.2 Notify RPC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas Commission on Law Enforcement (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.
- 2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to RPC
- 2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.
- 2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

## 2.6 Facilities:

- 2.6.1 Local Government shall meet the minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.
- 2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 2.6.3 RPC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis.

# Attachment C Scope of Work (continued)

# 2.7 Operations:

Local Government shall:

- 2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.
- 2.7.2 Provide upon request any testing documentation or applicable paperwork required by RPC within 24 hours.
- 2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to RPC in writing or by email.
- 2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.
- 2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to RPC at least 15 days prior to change.
- 2.7.6 PSAP must submit a written request for all Manual ALI query to RPC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.
- 2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to RPC upon request.
- 2.7.8 Comply with RPC policy and procedures for PSAP moves/changes.
- 2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

# Attachment C Scope of Work (continued)

# 2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Local Government and counties/cities shall:

- 2.8.1 Provide physical addresses requested as per local ordinances and/or subdivision regulations.
- 2.8.2 Verify or correct 9-1-1 ALI database information for accuracy as requested by RPC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.
- 2.8.3 Make sure PSAPs provide needed information to complete 9-1-1 ALI discrepancy reports.
- 2.8.4 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.
- 2.8.5 Provide available site address points, road centerline and provisioning boundary changes as needed.
- 2.8.6 Provide boundary changes affecting: law, fire, EMS, PSAP and ESN layers.
- 2.8.7 Resolve any discrepancies, including critical errors, as provided by RPC from GeoComm as needed.

# Attachment D PSAP Operations Performance Measures and Monitoring

# **Reports**

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Call data which may not be captured by CPE and MIS systems:

Planning for relocation or remodeling which may impact the reliability or delivery of a 911 call.

# Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

- 1. Trouble report logs at least once per quarter;
- 2. List of service affecting issues once per quarter;
- 3. Certification of TTY/TDD testing once per quarter; and
- 4. TTY/TDD call logs

# **Quality Assurance Inspections**

RPC personnel will conduct site visits at least 2 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

[List inspections necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

# Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

- 1. Commission Legislation: https://www.csec.texas.gov/s/statutes?language=en\_US
- 2. Commission Rules: https://www.csec.texas.gov/s/rules?language=en\_US
- 3. Commission Program Policy Statements: https://www.csec.texas.gov/s/program-policy-statements?language=en\_US

Rev. 051625

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2025-12; AN ORDINANCE ADOPTING THE FISCAL YEAR 2026 CAPITAL IMPROVEMENT PLAN AND APPROPRIATING FUNDS FOR FISCAL YEAR 2026 CAPITAL PROJECTS.
Contact Person	Sarah Buckelew, Finance Director
Background Information	The Capital Improvement Plan (CIP) is a planning document that identifies and prioritizes major capital projects to support infrastructure, facilities, and equipment needs over a multi-year period. Adoption of the CIP by ordinance establishes funding appropriations for the first year of the plan—Fiscal Year 2026 (October 1, 2025 through September 30, 2026)—and provides a planning framework for future years.  The proposed Fiscal Year 2026 CIP includes projects across utilities, transportation, facilities, and parks that support the City Council's strategic priorities and long-term service delivery. While only the first year is formally appropriated with this ordinance, the full plan serves as a guide for capital planning and budgeting decisions in subsequent years.
Strategic Alignment	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-12 The City's Fiscal Year 2026-2029 Capital Improvement Plan is attached

### **ORDINANCE NO. 2025-12**

# AN ORDINANCE ADOPTING THE FISCAL YEAR 2026 CAPITAL IMPROVEMENT PLAN AND APPROPRIATING FUNDS FOR FISCAL YEAR 2026 CAPITAL PROJECTS

**WHEREAS**, the Capital Improvement Plan (CIP) serves as a multi-year planning tool to identify and prioritize major infrastructure, facility, and equipment needs for the City of Boerne; and

**WHEREAS**, the adoption of the Capital Improvement Plan (CIP) by ordinance formally appropriates funding for projects scheduled in Fiscal Year 2026 (October 1, 2025 – September 30, 2026) and guides long-term capital planning efforts; and

**WHEREAS**, the proposed Fiscal Year 2026 Capital Improvement Plan (CIP) includes projects across utilities, transportation, facilities, and parks that support City Council's strategic priorities and long-term service goals;

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

## Section 1.

The City Council hereby adopts the Fiscal Year 2026 Capital Improvement Plan as presented and reviewed, recognizing its role in shaping long-term infrastructure and service delivery priorities.

# Section 2.

Funding is hereby appropriated for all capital projects identified for Fiscal Year 2026 in the adopted Capital Improvement Plan, covering the period from October 1, 2025, through September 30, 2026.

# Section 3.

The City Manager is authorized to implement the Fiscal Year 2026 capital projects in accordance with the adopted plan, including the authority to execute contracts, approve expenditures, and take other necessary actions consistent with the appropriated budget and applicable laws.

# Section 4.

This ordinance shall take effect immediately upon its passage and approval, with final adoption scheduled for September 9, 2025.

PASSED AND APPROVED on this the first reading the 26 day of August, 2025.

PASSED, APPROVED AND ADOPTED on this the second reading the \_\_ day of \_\_\_\_\_, 2025.

	APPROVED:
	Mayor
ATTEST:	
City Secretary	
APPROVED AS TO FORM:	
City Attorney	

# **EXHIBIT** A

# CAPITAL IMPROVEMENTS PROGRAM





Remaining Available Reserves at end of FY		2025	2026	2027	2028	2029
Capital Reserve - Governmental	<b>\$</b>	20,198,207 🔵 \$	7,494,853 🔵 \$	4,099,853 🔵 \$	3,779,853 🔵 \$	3,459,853
Capital Reserve - Parks	\$	5,693,354 🔵 \$	- 🔵 \$	- 🔵 \$	- 🔵 \$	-
Capital Reserve - Facilities	\$	10,297,957 🔵 \$	5,382,710 🔵 \$	2,307,710 🔵 \$	2,307,710 🔵 \$	2,307,710
Capital Reserve - Beautification	\$	653,511 🔵 \$	753,511 🔵 \$	853,511 🔵 \$	953,511 🔵 \$	1,053,511
Capital Reserve - Streets	\$	3,552,885 🔵 \$	1,358,132 🔵 \$	938,132 🔵 \$	5 518,132 🔵 \$	98,132
Capital reserve - Sidewalks	\$	500 🌑 \$	500 🌑 \$	500 🔵 \$	500 🌑 \$	500
Debt - Governmental	<b>\$</b>	- 🌑 \$	4,000,000 🔵 \$	25,000,000 🔵 \$	- 🌑 \$	-

# Governmental

- COVOTIMIONAL	1	1						
Project Description	Project #	Category	2025	2026	2027	2028	2029	Total
Fire Station #2	218	Facility	-	8,000,000	17,000,000	-	-	25,000,000
Needs Assessment for New Facility (Animal Shelter)	219	Facility	-	50,000	-	-	-	50,000
Needs Assessment (PD Building Expansion)	220	Facility	-	50,000	-	-	-	50,000
Parking Lot - Plant Street Parking Lot	383	Facility	108,020	400,000	-	-	-	508,020
Needs Assessment for New Fleet Facility	T015	Facility	-	-	75,000	-	-	75,000
MPO Cascade Caverns Project	300	Mobility	10,000	-	-	-	-	10,000
Sidewalk - 463 S. Main Street Stairs	368	Mobility	-	50,000	-	-	-	50,000
Buc-ees Street Extension per DA (5 year payback)	377	Mobility	-	420,000	420,000	420,000	420,000	1,680,000
Oak Park Roundabout	T142	Mobility	-	40,000	-	-	-	40,000
Sidewalk - Bluff View Trail Extension	T030	Mobility	-	100,000	250,000	-	-	350,000
Waterworks Terrace & Main Plaza	705	Future Project Funding	-	1,500,000	-	-	-	1,500,000
Downtown Parking Lot	T140	Future Project Funding	-	1,000,000	-	-	-	1,000,000
Old No. 9 Sidewalk	T139	Future Project Funding	-	500,000	-	-	-	500,000
Urban Cooridor Design	710	Future Project Funding	-	100,000	-	-	-	100,000
Governmental Capital Total			\$ 118,020	\$ 12,210,000	\$ 17,745,000	\$ 420,000	\$ 420,000	\$ 30,913,020

# 2022 Quality of Life Bond Projects

Project Description	Project #	Category		2025	2026	2027	2028	2029	Total
2022 Bond - Adler Road Widening	211	Mobility		100,000	5,400,000	12,352,000	-	-	17,852,000
2022 Bond - Street Reconstructions	212	Mobility		1,226,458	-	1,648,000	-	-	2,874,458
2022 Bond - Johns Rd Intersection Improvements	214	Mobility		260,000	-	-	-	-	260,000
2022 Bond - City Park Field Improvements	216	Parks	П	611,902	-	-	-	-	611,902
2022 Bond - Northrup Park Improvements	217	Parks		574,873	-	-	-	-	574,873
2022 Bond - Northside Community Park	800	Parks		423,980	16,800,000	-	-	-	17,223,980
2022 Quality of Life Bond Total				\$ 3,197,213	\$ 22,200,000	\$ 14,000,000	\$ -	\$ -	\$ 39,397,213

# Governmental CIP Fiscal Year 2025-2029

Remaining Available Reserves at end of FY	2026
Capital Reserve - Governmental	<b>\$7,494,853</b>
Capital Reserve - Parks	<b>\$</b> -
Capital Reserve - Facilities	\$5,382,710
Capital Reserve - Beautification	\$ 753,511
Capital Reserve - Streets	\$1,358,132
Capital reserve - Sidewalks	\$ 500
Debt - Governmental	\$4,000,000

Governmental				2026				
		Capital			Developer			
Project Description	Project #	Reserves	New Debt	Impact Fee	Funds	Grant	Other	Total
Fire Station #2	218	8,000,000	-	-	-	-	-	8,000,000
Needs Assessment for New Facility (Animal Shelter)	219	50,000	-	-	-	-	-	50,000
Needs Assessment (PD Building Expansion)	220	50,000	-	-	-	-	-	50,000
Parking Lot - Plant Street Parking Lot	383	400,000	-	-	-	-	-	400,000
Needs Assessment for New Fleet Facility	T015	-	-	-	-	-	-	-
MPO Cascade Caverns Project	300	-	-	-	-	-	-	-
Sidewalk - 463 S. Main Street Stairs	368	50,000	-	-	-	-	-	50,000
Buc-ees Street Extension per DA (5 year payback)	377	420,000	-	-	-	-	-	420,000
Oak Park Roundabout	T142	40,000	-	-	-	-	-	40,000
Sidewalk - Bluff View Trail Extension	T030	100,000	-	-	-	-	-	100,000
Waterworks Terrace & Main Plaza	705	-	-	-	-	-	1,500,000	1,500,000
Downtown Parking Lot	T140	-	-	-	-	-	1,000,000	1,000,000
Old No. 9 Sidewalk	T139	-	-	-	-	-	500,000	500,000
Urban Cooridor Design	710	-	-	-	-	-	100,000	100,000
Governmental Capital Total		\$ 9,110,000	\$ -	\$ -	\$ -	\$ - 9	3,100,000	\$ 12,210,000

2022 Quality of Life Bond Projects					2026			
		Capital			Developer			
Project Description	Project #	Reserves	New Debt	Impact Fee	Funds	Grant	Other	Total
2022 Bond - Adler Road Widening	211	5,400,000	-	-	-	-	-	5,400,000
2022 Bond - Street Reconstructions	212	-	-	-	-	-	-	-
2022 Bond - Johns Rd Intersection Improvements	214	-	-	-	-	-	-	-
2022 Bond - City Park Field Improvements	216	-	-	-	-	-	-	-
2022 Bond - Northrup Park Improvements	217	-	-	-	-	-	-	-
2022 Bond - Northside Community Park	800	12,050,000	4,000,000	-	-	750,000	-	16,800,000
2022 Quality of Life Bond Total		\$ 17,450,000	\$ 4,000,000	\$ -	\$ -	\$ 750,000	\$ -	\$ 22,200,000

Remaining Available Reserves		2027
Capital Reserve - Governmental	\$	4,099,853
Capital Reserve - Parks	\$	-
Capital Reserve - Facilities	\$	2,307,710
Capital Reserve - Beautification	\$	853,511
Capital Reserve - Streets	\$	938,132
Capital reserve - Sidewalks	\$	500
Debt - Governmental	\$ 2	25,000,000

			2027			
Capital						
Reserves	New Debt	Impact Fee	Developer Funds	Grant	Other	Total
3,000,000	11,000,000	-	3,000,000	-	-	17,000,00
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
75,000	-	-	-	-	-	75,00
-	-	-	-	-	-	-
-	-	-	-	-	-	-
420,000	-	-	-	-	-	420,00
-	-	-	-	-	-	-
-	-	-	250,000	-	-	250,00
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
3,495,000	\$ 11.000.000	\$	- \$ 3.250.000	<u>-</u>	-	\$ 17,745.0

			2027			
Capital						
Reserves	New Debt	Impact Fee	Developer Funds	Grant	Other	Total
-	12,352,000	-	-	-	-	12,352,000
-	1,648,000	-	-	-	-	1,648,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
\$ -	\$ 14,000,000	\$ -	\$ - 9	\$ -	\$ -	\$ 14,000,000

# Governmental CIP Fiscal Year 2025-2029

Remaining Available Reserves at end of FY	2028
Capital Reserve - Governmental	\$3,779,853
Capital Reserve - Parks	<b>\$</b> -
Capital Reserve - Facilities	\$2,307,710
Capital Reserve - Beautification	953,511
Capital Reserve - Streets	\$ 518,132
Capital reserve - Sidewalks	<b>\$</b> 500
Debt - Governmental	<b>\$</b> -

Governmental					2028			
Covernmentat		Capital			Developer	Operating		
Project Description	Project #	Reserves	New Debt	Impact Fee	Funds	Cash	Grant	Total
Fire Station #2	218	-	-	-	-	-	-	-
Needs Assessment for New Facility (Animal Shelter)	219	-	-	-	-	-	-	-
Needs Assessment (PD Building Expansion)	220	-	-	-	-	-	-	-
Parking - Downtown Garage	221	-	-	-	-	-	-	-
Parking Lot - Plant Street Parking Lot	383	-	-	-	-	-	-	-
Needs Assessment for New Fleet Facility	T015	-	-	-	-	-	-	-
MPO Cascade Caverns Project	300	-	-	-	-	-	-	-
Sidewalk - 463 S. Main Street Stairs	368	-	-	-	-	-	-	-
Buc-ees Street Extension per DA (5 year payback)	377	420,000	-	-	-	-	-	420,000
Oak Park Roundabout	T142	-	-	-	-	-	-	-
Sidewalk - Bluff View Trail Extension	T030	-	-	-	-	-	-	-
Governmental Capital Total		\$ 420,000	\$ -	\$ .	- \$ -	\$ -	\$ -	- \$ 420,000
2022 Quality of Life Bond Projects					2028			
		Capital			Developer	Operating		
Project Description	Project #	Reserves	New Debt	Impact Fee	Funds	Cash	Grant	Total
2022 Bond - Adler Road Widening	211	-	-	-	-	-	-	-
2022 Bond - Street Reconstructions	212	-	-	-	-	-	-	-
2022 Bond - Signal Improvements	213	-	-	-	-	-	-	-
2022 Bond - Johns Rd Intersection Improvements	214	-	-	-	-	-	-	-
2022 Bond - City Park Field Improvements	216	-	-	-	-	-	-	-
2022 Bond - Northrup Park Improvements	217	-	-	-	-	-	-	-
2022 Bond - Northside Community Park	800	-	-	-	-	-	-	-
2022 Quality of Life Bond Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Remaining Available Reserves	2029
Capital Reserve - Governmental	\$3,459,853
Capital Reserve - Parks	\$ -
Capital Reserve - Facilities	\$2,307,710
Capital Reserve - Beautification	\$1,053,511
Capital Reserve - Streets	\$ 98,132
Capital reserve - Sidewalks	<b>\$</b> 500
Debt - Governmental	- \$

					2029						
Capita	ıl				Developer						
Reserve	es	New Debt	Impact Fee		Funds		Grant		Other		Total
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
420	.000	-	-		-		-		-		420,000
	-	-	-		-		-		-		-
\$ 420	,000 \$		<u>-</u>	- \$	-	- \$	-	- \$		\$	420,000
9 420	,000 ψ		Ψ	- 4	,	- y		- Ф		Ψ_	420,000
					2029						
Capita	ıl				Developer						
Reserve	es	New Debt	Impact Fee		Funds		Grant		Other		Total
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		-		-		-		-
	-	-	-		_				-		
	-	-	-		_		_		_		_
\$	- \$	-	\$ -	\$	-	\$	-	\$	-	\$	-



Remaining Available Reserves at end of FY		2025	2026	2027	2028	2029
Impact Fees - Water / Reuse	\$	14,663,839 🔵 \$	1,268,254 🔵 \$	335,352 🔵 \$	274,463 🔵 \$	311,747
Impact Fees - Wastewater	\$	1,106,298 🔵 \$	362,038 🔵 \$	0 🔘 \$	0 🔵 \$	0
Capital Reserve - Water / Reuse	• \$	3,502,429 🔵 \$	2,472,429 🔵 \$	372,429 🔵 💲	372,429 🔵 \$	372,429
Capital Reserve - Wastewater	• \$	9,508,390 🔵 \$	8,861,013 🔵 \$	1,249,153 🔵 💲	230,765 🔵 \$	846
Capital Reserve - Electric	\$	12,799,356 🔵 \$	14,299,356 🔵 \$	15,799,356 🔵 \$	17,299,356 🔵 \$	18,799,356
Capital Reserve - Gas	• \$	2,433,067 🔵 \$	2,028,067 🔵 \$	88,067 🔵 \$	123,067 🔵 \$	71,067
Capital Reserve - Stormwater	• \$	2,782,386 🔵 \$	0 🔵 \$	2,386 🔵 \$	2,386 🔵 \$	2,386
Debt- Utilities	\$	- 🔵 \$	- 🔵 \$	15,345,043 🔵 \$	25,073,043 🔵 \$	9,150,000

Project Description	Project #	Category
Water Treatment Plant Expansion	620	Potable Water
Ammann Road Tank and Pump Station	604	Potable Water
GBRA Ammann Supply Main	605	Potable Water
WCID#4 Ammann Distribution Main	607	Potable Water
Water Plant Carbon Filter	621	Potable Water
Main Oversizing - George's Ranch	606	Potable Water
Esperanza Potable Tank Mixer	617	Potable Water
1st WWTRC Expansion	624	Sewer
2nd WWTRC Expansion	T003	Sewer
South Cibolo Collector Main	619	Sewer
School Lift Station Force Main and Collector Upgrade	622	Sewer
Suggs Creek Sewer Main (Buc-ee's/Regent Park)	612	Sewer
School Lift Station 3rd Wet Well & Pumps	618	Sewer
Trails of Herff Ranch Collector Main Upgrade	T004	Sewer
Transmission Main Upgrade - Cibolo Preserve	T012	Reclaimed Water
Trails of Herff Ranch Main & SH-46 Bore	610&611	Reclaimed Water
Elevated Storage Tank	T002	Reclaimed Water
Storage Tank and Pumps - WWTRC	T001	Reclaimed Water
Ranches at Creekside Mains (Utility Agreement)	616	Reclaimed Water
Adler Road Culverts at Currey Creek and No-Name Creek	366	Drainage
Old San Antonio Street at Menger Creek	367	Drainage
Buc-ee's Distribution Line Relocation	511	Electric
Eastern Distribution Loop - Phase 1	603	Gas
Eastern Distribution Loop - Phase 2	603a	Gas
Buc-ee's Main Relocation	615	Gas
Regent Park Mains (Utility Agreement)	623	Gas
Ranches at Creekside Perimeter Loop	T005	Gas
Scenic Loop Distribution Main	T006	Gas
Champion Heights Loop	T007	Gas
Ranches at Creekside Mains (Utility Agreement)	614	Gas
Esperanza SH-46 Distribution Loop	T009	Gas
Old Fredericksburg Road Gate Station	T010	Gas
Old Fredericksburg Road Main	T011	Gas
IH-10 Bore - Scenic Loop	T008	Gas
UTILITIES TOTAL		

					2025-2029
2025	2026	2027	2028	2029	Total
486,000	2,000,000	-	8,000,000	9,250,000	19,736,000
1,289,000	6,130,000	1,700,000	-	-	9,119,000
70,000	1,120,000	1,422,000	-	-	2,612,000
-	500,000	1,800,000	-	-	2,300,000
85,000	490,000	800,000	-	-	1,375,000
-	500,000	-	-	-	500,000
179,095	-	-	-	-	179,095
750,000	250,000	7,440,000	4,320,000	-	12,760,000
-	1,346,000	1,500,000	2,000,000	2,000,000	6,846,000
331,000	-	-	8,000,000	-	8,331,000
-	400,000	2,000,000	1,000,000	-	3,400,000
400,000	300,000	300,000	300,000	300,000	1,600,000
330,000	100,000	-	-	-	430,000
1	-	-	2,000,000	1,300,000	3,300,000
-	1,000,000	1,500,000	-	-	2,500,000
185,000	40,000	2,780,000	-	-	3,005,000
-	-	300,000	1,500,000	-	1,800,000
450,000	4,050,000	2,108,000	-	-	6,608,000
379,000	290,000	-	-	-	669,000
4,500,000	2,780,000	-	-	-	7,280,000
60,000	-	6,773,043	6,773,043	-	13,606,085
525,000	-	-	-	-	525,000
810,000	-	-	-	-	810,000
855,000	-	-	-	-	855,000
130,000	-	-	-	-	130,000
123,000	250,000	235,000	180,000	-	788,000
-	500,000	-	-	-	500,000
-	-	75,000	385,000	-	460,000
-	75,000	340,000	-	-	415,000
218,000	123,000	-	-	-	341,000
-	272,000	1,360,000	-	-	1,632,000
-	-	-	400,000	2,100,000	2,500,000
-	-	-	500,000	2,700,000	3,200,000
-	185,000	930,000	-	-	1,115,000
\$ 12,155,095 \$	22,701,000 \$	33,363,043 \$	35,358,043 \$	17,650,000 \$	121,227,180



# Utility CIP Fiscal Year 2025-2029

Remaining Available Reserves at end of FY	2026
Impact Fees - Water / Reuse	\$ 1,268,254
Impact Fees - Wastewater	\$ 362,038
Capital Reserve - Water / Reuse	\$ 2,472,429
Capital Reserve - Wastewater	\$ 8,861,013
Capital Reserve - Electric	\$ 14,299,356
Capital Reserve - Gas	\$ 2,028,067
Capital Reserve - Stormwater	\$ 0
Debt- Utilities	\$ _

Remaining Available Reserves	;	2027
Impact Fees - Water / Reuse		\$ 335,352
Impact Fees - Wastewater		\$ 0
Capital Reserve - Water / Reuse		\$ 372,429
Capital Reserve - Wastewater		\$ 1,249,153
Capital Reserve - Electric		\$ 15,799,356
Capital Reserve - Gas		\$ 88,067
Capital Reserve - Stormwater		\$ 2,386
Debt- Utilities		\$ 15,345,043

	1	2026 Developer						
Project Description	Project #	Capital Reserves	Debt	Impact Fee	Funds	Grant	Other	Total
Project Description	Project #	Capital Neserves	Dept	illipact ree	ruiius	Giant	Other	Totat
Water Treatment Plant Expansion	620	250,000	-	1,750,000	-	-	-	2,000,000
Ammann Road Tank and Pump Station	604	-	-	6,130,000	-	-	-	6,130,000
GBRA Ammann Supply Main	605	-	-	1,120,000	-	-	-	1,120,000
WCID#4 Ammann Distribution Main	607	-	-	500,000	-	-	-	500,000
Water Plant Carbon Filter	621	490,000	-	-	-	-	-	490,000
Main Oversizing - George's Ranch	606	-	-	500,000	-	-	-	500,000
Esperanza Potable Tank Mixer	617	-	-	-	-	-	-	-
1st WWTRC Expansion	624	-	_	-	250,000	-	-	250,000
2nd WWTRC Expansion	T003	1,346,000	_	_	-	-	-	1,346,000
South Cibolo Collector Main	619	-	_	_	-	-	-	-
School Lift Station Force Main and Collector Upgrade	622	-	_	_	400,000	-	-	400,000
Suggs Creek Sewer Main (Buc-ee's/Regent Park)	612	300,000	_	_	-	-	-	300,000
School Lift Station 3rd Wet Well & Pumps	618	100,000	_	_	-	-	-	100,000
Trails of Herff Ranch Collector Main Upgrade	T004	-	_	_	-	-	-	-
Transmission Main Upgrade - Cibolo Preserve	T012	-	-	1,000,000	-	-	-	1,000,000
Trails of Herff Ranch Main & SH-46 Bore	610&611	-	_	40,000	-	-	-	40,000
Elevated Storage Tank	T002	-	_	· <u>-</u>	-	-	_	-
Storage Tank and Pumps - WWTRC	T001	-	_	4,050,000	-	-	-	4,050,000
Ranches at Creekside Mains (Utility Agreement)	616	290,000	_	_	-	-	-	290,000
Adler Road Culverts at Currey Creek and No-Name Creek	366	2,780,000	_	-	-	-	-	2,780,000
Old San Antonio Street at Menger Creek	367	-	_	_	-	-	-	_
Buc-ee's Distribution Line Relocation	511	-	-	-	-	-	-	-
Eastern Distribution Loop - Phase 1	603	-	-	-	-	-	-	-
Eastern Distribution Loop - Phase 2	603a	-	_	_	-	-	-	_
Buc-ee's Main Relocation	615	-	_	_	-	-	-	_
Regent Park Mains (Utility Agreement)	623	250,000	_	_	-	-	-	250,000
Ranches at Creekside Perimeter Loop	T005	500,000	_	_	-	-	-	500,000
Scenic Loop Distribution Main	T006	-	_	-	-	-	_	-
Champion Heights Loop	T007	75,000	-	-	-	-	_	75,000
Ranches at Creekside Mains (Utility Agreement)	614	123,000	-	-	-	-	_	123,000
Esperanza SH-46 Distribution Loop	T009	272,000	-	-	-	-	_	272,000
Old Fredericksburg Road Gate Station	T010	-	-	-	-	-	_	-
Old Fredericksburg Road Main	T011	-	-	-	-	-	_	-
IH-10 Bore - Scenic Loop	T008	185,000	-	-	-	-	_	185,000
UTILITIES TOTAL		\$ 6,961,000 \$	_	\$ 15,090,000	\$ 650,000	<b>5</b> -	\$ -	\$ 22,701,000

			2027			
Capital			Developer			
Reserves	Debt	Impact Fee	Funds	Grant	Other	Total
-	-	-	-	-	-	-
-	1,472,000	-	228,000	-	-	1,700,00
-	422,000	-	-	-	1,000,000	1,422,00
-	-	1,800,000	-	-	-	1,800,00
800,000	-	-	-	-	-	800,00
-	-	-	-	-	-	-
-	-	-	-	-	-	_
5,100,000	2,340,000	-	-	-	-	7,440,00
1,500,000	-	-	-	-	-	1,500,00
-	-	-	-	-	-	-
2,000,000	-	-	-	-	-	2,000,00
300,000	-	-	-	-	-	300,00
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	750,000	-	750,000	-	-	1,500,00
-	2,780,000	-	-	-	-	2,780,00
<del>.</del>	<del>.</del>	300,000	-	-	-	300,00
1,300,000	808,000	-	-	-	-	2,108,00
-	-	-	-	-	-	-
-		-	-	-	-	
-	6,773,043	-	-	-	-	6,773,04
-	-	-	-	-	-	
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	
235,000	-	-	-	-	-	235,00
75,000	-	-	-	-	-	75.00
	-	-	-	-	-	75,00
340,000	-	-	-	-	-	340,00
1 260 000	-	-	-	-	-	1 260 00
1,360,000	-	-	-	-	-	1,360,00
-	-	-	-	-	-	-
930,000	-	-	-	-	-	930,00
\$ 13,940,000	\$ 15,345,043	\$ 2,100,000	\$ 978,000 <b>\$</b>	-	\$ 1,000,000	\$ <b>33,363,0</b> 4



# Utility CIP Fiscal Year 2025-2029

Remaining Available Reserves at end of FY	2028
Impact Fees - Water / Reuse	\$ 274,463
Impact Fees - Wastewater	\$ 0
Capital Reserve - Water / Reuse	\$ 372,429
Capital Reserve - Wastewater	\$ 230,765
Capital Reserve - Electric	\$ 17,299,356
Capital Reserve - Gas	\$ 123,067
Capital Reserve - Stormwater	\$ 2,386
Debt- Utilities	\$ 25,073,043

Remaining Available Reserves	2029
Impact Fees - Water / Reuse	\$ 311,747
Impact Fees - Wastewater	<pre>\$ 0</pre>
Capital Reserve - Water / Reuse	\$ 372,429
Capital Reserve - Wastewater	\$ 846
Capital Reserve - Electric	\$ 18,799,356
Capital Reserve - Gas	\$ 71,067
Capital Reserve - Stormwater	\$ 2,386
Debt- Utilities	\$ 9,150,000

					2028							2029			
					Developer										
Project Description	Project #	Capital Reserves	Debt	Impact Fee	Funds	Grant	Other	Total	Capital Reserves	Debt	Impact Fee	Developer Funds	Grant	Other	Total
Water Treatment Plant Expansion	620	-	8,000,000	-	-	-	-	8,000,000	-	8,150,000	1,100,000	-	-	-	9,250,000
Ammann Road Tank and Pump Station	604	-	-	-	-	-	-	-	-		-	-	-	-	-
GBRA Ammann Supply Main	605	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WCID#4 Ammann Distribution Main	607	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Plant Carbon Filter	621	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Main Oversizing - George's Ranch	606	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Esperanza Potable Tank Mixer	617	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1st WWTRC Expansion	624	-	-	-	4,320,000	-	-	4,320,000	-	-	-	-	-	-	-
2nd WWTRC Expansion	T003	2,000,000	-	-	-	-	-	2,000,000	1,500,000	500,000	-	-	-	-	2,000,000
South Cibolo Collector Main	619	-	8,000,000	-	-	-	-	8,000,000	-	-	-	-	-	-	-
School Lift Station Force Main and Collector Upgrade	622	-	-	-	1,000,000	-	-	1,000,000	-	-	_	_	_	_	-
Suggs Creek Sewer Main (Buc-ee's/Regent Park)	612	300,000	-	-	-	-	-	300,000	300,000	-	-	-	-	-	300,000
School Lift Station 3rd Wet Well & Pumps	618	_	-	-	-	_	_		-	-	_	_	-	_	_
Trails of Herff Ranch Collector Main Upgrade	T004	_	2,000,000	-	_	-	_	2,000,000	_	100,000	_	1,200,000	_	_	1,300,000
Transmission Main Upgrade - Cibolo Preserve	T012	_	-	-	-	-	-	-	-	-	-	-	-	-	-
Trails of Herff Ranch Main & SH-46 Bore	610&611	_	-	-	_	-	_	_	_	-	_	_	_	_	_
Elevated Storage Tank	T002	_	300,000	1,200,000	_	-	_	1,500,000	_	-	_	_	_	_	_
Storage Tank and Pumps - WWTRC	T001	_	-	· · · · -	-	_	_	· · · -	_	-	_	_	-	_	_
Ranches at Creekside Mains (Utility Agreement)	616	_	-	-	-	_	_	-	_	-	_	_	-	_	_
Adler Road Culverts at Currey Creek and No-Name Creek	366	_	-	-	-	-	-	-	-	-	-	-	-	_	_
Old San Antonio Street at Menger Creek	367	_	6,773,043	_	_	_	_	6,773,043	_	_	_	_	_	_	_
Buc-ee's Distribution Line Relocation	511	_	-	-	-	-	-	-	_	-	-	-	-	_	_
Eastern Distribution Loop - Phase 1	603	_	_	-	_	-	-	_	_	-	-	-	-	_	_
Eastern Distribution Loop - Phase 2	603a	_	_	_	_	_	_	_	_	_	_	_	_	_	_
Buc-ee's Main Relocation	615	_	_	_	_	_	_	_	_	_	_	_	_	_	_
Regent Park Mains (Utility Agreement)	623	180,000	_	_	_	_	_	180,000	_	_	_	_	_	_	_
Ranches at Creekside Perimeter Loop	T005	-	_	_	_	_	_	-	_	_	_	_	_	_	_
Scenic Loop Distribution Main	T006	385,000	_	_	_	_	_	385,000	_	_	_	_	_	_	_
Champion Heights Loop	T007	-	_	_	_	_	_	-	_	_	_	_	_	_	_
Ranches at Creekside Mains (Utility Agreement)	614	_	_	_	_	_	_	_	_	_	_	_	_	_	_
Esperanza SH-46 Distribution Loop	T009	_	_	_	_	_	_	_	_	_	_	_	_	_	_
Old Fredericksburg Road Gate Station	T010	400,000	_	_	_	_	_	400,000	1,076,000	_	_	1,024,000	_	_	2,100,000
Old Fredericksburg Road Main	T011	500,000	_	_	_	_	_	500,000	1,276,000	400,000	_	1,024,000	_	_	2,700,000
IH-10 Bore - Scenic Loop	T008	500,000	-		_	_	_	-	1,270,000		-	1,024,000	_	_	2,700,000
UTILITIES TOTAL	1000	\$ 3.765,000	\$ 25,073,043	\$ 1,200,000	\$ 5,320,000 \$	-	s -	\$ 35,358,043	\$ 4.152.000	\$ 9 150 000	\$ 1,100,000	\$ 3,248,000	-	\$ -	\$ 17,650,000

- 4	
B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2025-14; AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR WASTEWATER SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-23 DATED DECEMBER 10, 2024, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH. (Establishing Sewer Rates)
Contact Person	Sarah Buckelew, Finance Director
Background Information	During fiscal year 2025 a comprehensive rate study was conducted on the Water, Sewer and Reclaimed utilities.  The objectives of the study were:
	<ol> <li>To ensure rate revenues are adequate to meet rising operating costs, including wholesale water purchases.</li> <li>Fund capital improvements proposed over the next several years (FY 2025- 2029).</li> <li>Ensure utility financial policies are met, including adequate debt service coverage ratios and fund balances.</li> </ol>
	Study outcomes and rate impacts included:
	<ol> <li>Council support for strategic planning and adopting a gradual rate change each year for the next 5 years that would help keep annual rate increases manageable despite growing costs.</li> </ol>
	This agenda item sets rates that would be adequate to meet costs in Fiscal Year 2026. If adopted, the rates would be effective October 1, 2025.
Strategic Alignment	C1 – Quality Customer Experiences F1 - Committing to Strategic, responsible, and conservative financial management F2 – Investing in and maintaining high-quality infrastructure systems and public assets B1 – Utilizing data to drive smart decision making

Financial Considerations	The sewer rates proposed are included in the attached ordinance, and will be discussed in detail during this agenda item presentation.
Citizen Input/Board	N/A
Review	
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-14

### **ORDINANCE NO. 2025-14**

AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR WASTEWATER SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-23 DATED DECEMBER 10, 2024, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

**WHEREAS**, the City Council of the City of Boerne, Texas deems it reasonable and necessary to revise Wastewater service rates to provide adequate revenues to meet the operation and maintenance expenses, the retirement of bonded indebtedness, and other financial requirements deemed necessary by the City Council of the City of Boerne, Texas.

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

# **SECTION 1. SERVICE RATE CLASSIFICATION**

All wastewater service provided by the City of Boerne Utilities shall be designated by the following rate schedules with descriptions, rates and conditions of service as indicated:

- (1) Residential Wastewater Service
- (2) Residential Multi-Family Wastewater Service
- (3) Small General Service/Commercial Wastewater Service
- (4) Large General Service/Commercial Wastewater Service
- (5) Special General Service/Commercial Wastewater Service
- (6) General Service without metered water consumption
- (7) Condensate wastewater Service

Each person owning, residing in, renting, leasing, operating, or otherwise using property within the wastewater service area of the City of Boerne, Texas whose drain pipes, soil pipes, or other wastewater discharge pipes connect with and discharge into the wastewater system of the City, and who receive wastewater service from and through the same shall be liable to the City for a monthly wastewater service charge specified in Section 4 through Section 9.

RATES FOR OUT-OF-CITY WASTEWATER SERVICE – Per Section 201.2 of the City of Boerne Utility Rules and Regulations, wastewater services are not extended outside the City of Boerne limits unless doing so is deemed beneficial to the City by the City Council. If such service is deemed beneficial and provided to the out-of-City customer, the current approved rates for wastewater will be subject to a rate modifier. The rate modifier for the out-of-City customer is 20% which includes the customer, volume charge and all other specific rate elements. This rate modifier is based on the cost of service and is due to the fact that such out-of-City customers are not subject to the ownership risk for the utility system debt that is assumed by citizens served by the City of Boerne utilities.

# SECTION 2. RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the Assistant City Manager or duly authorized representative shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information. The prospective or existing customer may appeal the determination made by the Assistant City Manager to the City Manager with thirty days written notice to same.

# **SECTION 3. EFFECTIVE DATE**

The rates and charges prescribed herein shall become effective October 1, 2025.

# SECTION 4. RESIDENTIAL WASTEWATER SERVICE RATE SCHEDULE

## (a) Availability:

This schedule is available throughout the Wastewater service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

# (b) Applicability:

This rate is applicable for wastewater service utilized in single family and multifamily dwellings where each dwelling is individually metered for water and used for residential purposes and not involved in any nonresidential activity.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge \$25.12 per month

Volume charge \$6.36 per 1000 gallons of water usage as

determined under Section 4(e).

# (d) <u>Minimum Monthly Charge</u>:

The minimum monthly charge shall be the fixed winter average as determined under Section 4(e).

#### (e) Determination of Water Usage:

The water usage for the purpose of calculating the volume charge for each individual residential wastewater customer under Section 4(c) shall be the winter average metered water

consumption for each individual residential wastewater customer for the preceding December, January, February and March. This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City's records, or where the dwelling does not receive water service from the City, the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage.

This estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager or a duly authorized representative may adjust the metered water usage for determining the volume charge.

# (f) Maximum Monthly Charge:

The maximum monthly volume charge shall be a fixed winter average of 20,000 gallons.

# SECTION 5. RESIDENTIAL MULTI-FAMILY WASTEWATER SERVICE RATE SCHEDULE

# (a) Availability:

This schedule is available throughout the Wastewater service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable for wastewater service to customers who provide separate, identifiable, multiple permanent residential dwelling units and common areas to its tenants which are not individually metered for water, and which do not receive service under a different rate schedule.

## (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the unit charge plus the volume charge, as shown below:

Customer charge \$25.12 per month

Unit charge \$15.74 per unit, per month, where units

are defined and the associated charge

specified in Section 5(e).

Volume charge \$6.36 per month per 1000 gallons of

water usage as determined under Section

5(f).

# (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge plus the unit charge.

## (e) Determination of Units and Unit Charges:

When a customer, such as a multi-family residential customer, offers or provides separate and identifiable permanent residential dwelling areas, then each of these areas, plus each public bathroom, laundry area and service or repair area, shall be defined as a unit for billing purposes.

## (f) <u>Determination of Water Usage</u>:

The water usage for the purpose of calculating the volume charge under Section 5(c) shall be the metered monthly consumption for the consumption month.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

# SECTION 6. <u>SMALL GENERAL SERVICE/ COMMERCIAL WASTEWATER SERVICE RATE SCHEDULE</u>

## (a) Availability:

This schedule is available throughout the wastewater service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

#### (b) Applicability:

This rate is applicable to all nonresidential wastewater customers who are individually serviced by a 5/8 or 3/4 inch water meter who do not qualify to receive wastewater service under a different rate schedule.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge \$48.66 per month

Volume charge \$5.70 per month per 1000 gallons of water usage as determined under Section 8(e).

#### (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

## (e) Determination of Water Usage:

The water usage for the purpose of calculating the volume charge under Section 6(c) shall be the metered monthly consumption for the consumption month.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

# SECTION 7. <u>LARGE GENERAL SERVICE/COMMERCIAL WASTEWATER SERVICE</u> <u>RATE SCHEDULE</u>

## (a) Availability:

This schedule is available throughout the wastewater service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

# (b) Applicability:

This rate is applicable to all nonresidential wastewater customers who are serviced by a 1 inch or larger water meter, or service to one or more nonresidential units by means of a 1 inch or larger water meter who do not qualify to receive wastewater service under a different rate schedule.

## (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge \$60.81 per month

Volume charge \$10.24 per month per 1000 gallons of water usage as determined under Section 7(e).

## (d) <u>Minimum Monthly Charge</u>:

The minimum monthly charge shall be the customer charge.

# (e) <u>Determination of Water Usage:</u>

The water usage for the purpose of calculating the volume charge under Section 7(c) shall be the metered monthly consumption for the consumption month.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

## SECTION 8. SPECIAL GENERAL SERVICE/COMMERCIAL HIGHER STRENGTH

# (a) Availability:

This schedule is available throughout the wastewater service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable to all nonresidential higher-strength wastewater customers including, but not limited to, Churches, Hospitals, Hotels and Motels, Nursing Homes, Schools and RV Parks who do not qualify to receive wastewater service under a different rate schedule.

## (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge \$102.17 per month

Volume charge \$8.77 per month per 1000 gallons of water usage as determined under Section 8(e).

# (d) <u>Minimum Monthly Charge</u>:

The minimum monthly charge shall be the customer charge.

# **Determination of Water Usage:**

The water usage for the purpose of calculating the volume charge under Section 8(c) shall be the metered monthly consumption for the consumption month.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

## SECTION 9. GENERAL SERVICE WITHOUT METERED WATER CONSUMPTION

# (a) Availability:

This schedule is available throughout the wastewater service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable to all nonresidential wastewater customers who are not serviced by a water meter who do not qualify to receive wastewater service under a different rate schedule.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge \$48.66 per month

Volume charge \$5.70 per month per 1000 gallons of water usage as determined

under Section 9(e).

# (d) <u>Minimum Monthly C</u>harge:

The minimum monthly charge shall be the customer charge.

# (e) <u>Determination of Water Usage</u>:

The water usage for the purpose of calculating the volume charge under Section 9(c) shall be the estimated usage if the customer does not receive water service from the City of Boerne. A monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

## SECTION 10. CONDENSATE WASTEWATER SERVICE RATE

## (a) Availability:

This rate is available to all customers which desire, cause, or require the flow of condensate water from air conditioning units, chillers, or other types of cooling and refrigeration equipment into the City of Boerne's wastewater system, and which are located within the wastewater service of the City of Boerne subject to the rules, regulations policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable for wastewater service to customers only for the flow of condensate water from air conditioning units, chillers, or other types of cooling and refrigeration equipment.

## (c) Monthly Rates:

The monthly rate shall be the volume charge, as shown below:

Volume charge

\$6.38 per 1000 gallons of condensate flow as determined under Section 10(e).

# (d) Minimum Monthly Charge:

The minimum monthly charge shall be volume charge specified under Section 10(c) times the volume as determined under section 10(e).

## (e) Determination of Condensate Flow:

Each customer who desires or requires condensate wastewater service shall submit to the City of Boerne a report prepared by a registered engineer which calculates the approximate condensate flows into the City's wastewater system. Upon verification and acceptance of the calculations, the City will provide condensate service.

## **SECTION 11. ADJUSTMENT OF RATES**

The Residential and Commercial rates charged for the second and any subsequent years from the adoption of this ordinance may be adjusted at the commencement of said years to reflect a percentage change, downward or upward, respectively, of the difference in the CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (herein after referred to as the INDEX) as published by the U. S. Department of Labor, Bureau of Labor Statistics, the percentage adjustments for each year to be determined as follows:

- a. The difference in the INDEX for the month of June of the year immediately receding current year and the month of June in the current year shall be computed;
- b. Such difference computed in (a) shall be divided by the INDEX for the month of June of the year immediately preceding the current year; and,
- c. Ninety-five (95%) of the amount computed in (b) shall be taken as the adjustment percentage factor to be used to increase the rate charged for gas if the INDEX has increased during June to June, or to decrease the rate charged for wastewater if the INDEX has decreased June to June.
- d. Example of computation of increase or decrease

June/Current year CPI = 185.4 June/Previous year CPI = 181.0 (185.4 - 181.0) /181.0 = .0243 x 95% = 2.31% increase or June/Current year CPI = 180.0 June/Previous year CPI = 181.0 (180.0 - 181.0) /181.0 = -.0056 x 95% = .54% decrease e. The increase or decrease based on (a) (b) (c) calculations will automatically become effective annually October 1, unless otherwise directed by City Council.

# **SECTION 12. SEVERABILITY**

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

PASSED and APPROVED on first re	ading this the 26 day of August, 2025.	
PASSED, APPROVED, and ADOPT	ED on second reading this theday of	, 2025.
	APPROVED:	
ATTEST:	Mayor	_
City Secretary		
APPROVED AS TO FORM:		
City Attorney		

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2025-15; AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR WATER SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-22 DATED DECEMBER 10, 2024, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH. (Establishing Potable Water rates)
Contact Person	Sarah Buckelew, Finance Director
Background Information	<ol> <li>During fiscal year 2025, a comprehensive rate study was conducted on the Water, Sewer and Reclaimed utilities.</li> <li>The objectives of the study were:         <ol> <li>To ensure rate revenues are adequate to meet rising operating costs, including wholesale water purchases.</li> <li>Fund capital improvements proposed over the next several years (FY 2025- 2029).</li> <li>Ensure utility financial policies are met, including adequate debt service coverage ratios and fund balances.</li> </ol> </li> <li>Study outcomes and rate impacts included:         <ol> <li>Council support for strategic planning and adopting a gradual rate change each year for the next 5 years that would help keep annual rate increases manageable despite growing costs.</li> </ol> </li> <li>This agenda item sets rates that would be adequate to meet costs in Fiscal Year 2026. If adopted, the rates would be effective October 1, 2025.</li> </ol>
Strategic Alignment	C1 – Quality Customer Experiences F1 - Committing to Strategic, responsible, and conservative financial management F2 – Investing in and maintaining high-quality infrastructure systems and public assets

	B1 – Utilizing data to drive smart decision making
Financial Considerations	The water rates proposed are included in the attached ordinance
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-15

## **ORDINANCE NO. 2025-15**

AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR WATER SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-22 DATED DECEMBER 10, 2024, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

**WHEREAS**, the City Council of the City of Boerne, Texas deems it reasonable and necessary to revise water rates to provide adequate revenues to meet the operation and maintenance expenses, the retirement of bonded indebtedness and other financial requirements deemed necessary by the City Council of the City of Boerne, Texas.

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

## **SECTION 1. SERVICE RATE CLASSIFICATION**

All water service provided by the City of Boerne Utilities shall be designated by the following rate schedules with descriptions, rates and conditions of service as indicated:

- (1) Residential Water Service
- (2) Residential Irrigation Water Service
- (3) Residential Multiple Unit Water Service
- (4) General Service/Commercial Domestic Water Service
- (5) General Service/Commercial Irrigation Water Service
- (6) General Service/Commercial Domestic with Irrigation Water Service
- (7) General Service/Commercial Fire Service

Each person owning, residing in, renting, leasing, operating, or otherwise using property whose water pipes connect with the water system of the City of Boerne, and who receive water service from and through the same shall be liable to the City for a monthly water service charge specified in Section 4 through Section 12.

RATES FOR OUT-OF-CITY WATER SERVICE – Per Section 201.2 of the City of Boerne Utility Rules and Regulations, water services are not extended outside the City of Boerne limits unless doing so is deemed beneficial to the City by the City Council. If such service is deemed beneficial and provided to the out-of-City customer, the current approved rates for water will be subject to a rate modifier. The rate modifier for the out-of-City customer is 20% which includes the customer, volume charge and all other specific rate elements. This rate modifier is based on the cost of service and is due to the fact that such out-of-City customers are not subject to the ownership risk for the utility system debt that is assumed by citizens served by the City of Boerne Utilities.

#### **SECTION 2. RATE SCHEDULE ADMINISTRATION & ASSIGNMENT**

Upon request for water service from a prospective customer, the City Manager, or his designee, shall assign the appropriate rate classification for water service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of water service requirements, then the City Manager or his designee shall, upon review of the information available pertaining

to the revised water service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive water service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the Assistant City Manager, or duly assigned designee shall assign the most appropriate rate schedule for water service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information. The prospective or existing customer may appeal the determination made by the Assistant City Manager to the City Manager with thirty days written notice to same.

# **SECTION 3. EFFECTIVE DATE**

The rates and charges prescribed herein shall become effective on and after the first day of consumption on October 1, 2025.

## SECTION 4. RESIDENTIAL WATER SERVICE RATE SCHEDULE

#### (a) Availability:

This schedule is available throughout the water service territory served by the City of Boerne subject to the rules, regulations, policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable for water service used exclusively for domestic residential purposes where each unit is individually metered for water serviced by a 5/8" or 3/4" water meter and that do not involve any nonresidential activity.

## (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charges, as shown below:

Customer charge (includes 0 gallons): 5/8" meter \$32.19 per month 3/4" meter \$67.07 per month

# Volume Charge:

The year-round volume charge for water usage will be billed under the following rates:

Par 100 Callana

		Per 100 Gallons
First	0 – 6,000 gal.	\$0.239
Next	6,001 – 10,000 gal.	\$0.398
Next	10,001 – 15,000 gal	\$0.547
Next	15,001 – 25,000gal.	\$0.599
Next	25,001 – 50,000 gal.	\$1.086
Next	50,001 – 100,000 gal.	\$1.335
All exc	cess over 100,000 gal.	\$2.166

# (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

# **SECTION 5. RESIDENTIAL IRRIGATION WATER SERVICE**

# (a) Availability:

This schedule is available throughout the water service territory served by the City of Boerne subject to the rules, regulations, policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable for water service where an irrigation-only water meter is installed in addition to the domestic service and used exclusively for residential irrigation purpose for a single living unit where each unit is individually and additionally metered for water irrigation serviced by a 5/8" or 3/4" water meter and that does not involve any nonresidential activity.

## (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charges, as shown below:

Customer charge (includes 0 gallons): 5/8" meter \$32.19 per month

3/4" meter \$67.07 per month

Volume Charge:

The year-round volume charge for water usage is \$0.954 per 100 gallons for all water usage.

## (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

# SECTION 6. RESIDENTIAL MULTIPLE UNIT WATER SERVICE RATE SCHEDULE

#### (a) <u>Availability</u>:

This schedule is available throughout the water service territory served by the City of Boerne subject to the rules, regulations, policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable for water service to customers serviced by a 5/8" or larger meter who provide separate, identifiable, multiple permanent residential units which are not individually metered, which do not receive service under a different rate schedule and does not include any nonresidential activity.

# (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the unit charge plus the monthly volume charges, as shown below:

Customer charge (includes 0 gallons):

5/8" meter	\$32.19 per month
3/4" meter	\$67.07 per month
1" meter	\$72.42 per month
1 1/2" meter	\$107.31 per month
2" meter	\$171.68 per month
3" meter	\$343.40 per month
4" meter	\$428.57 per month
6" meter	\$513.73 per month
8" meter	\$669.18 per month

Unit charge:

a charge per unit, per month, where units are defined and the associated charge specified in Section 6(e).

Volume Charge:

The year-round volume charge for water usage will be billed under the following rates:

		Per 100 gallons
First	0-25,000	\$0.562
Next	25,001 - 100,000	\$0.638
Next	100,001 - 250,000	\$0.691
All exc	cess over 250,001	\$0.815

# (c) <u>Minimum Monthly Charge</u>:

The minimum monthly charge shall be the customer charge plus the unit charge.

## (d) <u>Determination of Units and Unit Charges</u>:

When any customer offers or provides more than one separate and identifiable permanent residential area, then each of these areas, plus each public bathroom, laundry area and service or repair area, shall be defined as a unit for consumption purposes. The charge per unit shall be \$8.945 per month.

# SECTION 7. GENERAL SERVICE/COMMERCIAL DOMESTIC WATER SERVICE RATE SCHEDULE

#### (a) Availability:

This schedule is available throughout the water service territory served by the City of Boerne subject to the rules, regulations, policies, and rates established by the City of Boerne.

#### (b) Applicability:

This rate is applicable for domestic water service to nonresidential customers who are serviced by a 5/8" or larger meter and have an installed, separate and additional water meter with dedicated use for irrigation only purposes and do not receive service under a different rate schedule.

# (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge, and the monthly volume charges, as shown below:

Customer charge (includes 0 gallons): 5/8" meter

\$ 32.19 per month

3/4" meter	\$ 67.07 per month
1" meter	\$ 72.42 per month
1 1/2" meter	\$107.31 per month
2" meter	\$171.68 per month
3" meter	\$343.40 per month
4" meter	\$428.57 per month
6" meter	\$513.73 per month
8" meter	\$669.18 per month

# Volume Charge:

The year-round volume charge for water usage will be billed under the following rates:

		Per 100 gallons
First	0-25,000	\$0.411
Next	25,001 - 100,000	\$0.563
Next	100,001 - 250,000	\$0.594
All ex	cess over 250,001	\$0.630

# (d) <u>Minimum Monthly Charge</u>:

The minimum monthly charge shall be the customer charge.

# SECTION 8. GENERAL SERVICE/COMMERCIAL IRRIGATION WATER SERVICE RATE SCHEDULE

## (a) <u>Availability</u>:

This schedule is available throughout the water service territory served by the City of Boerne subject to the rules, regulations, policies, and rates established by the City of Boerne.

# (b) Applicability:

This rate is applicable for separate irrigation water service to nonresidential customers who are serviced by a 5/8" or larger irrigation meter and have an installed, separate and additional water meter with dedicated use for domestic purposes and do not receive service under a different rate schedule.

# (c) Monthly Rates:

The manufally make about the the	5/8" meter	\$ 32.19 per month
The monthly rate shall be the	3/4" meter	\$ 67.07 per month
sum of the monthly customer charge, and the monthly volume	1" meter	\$ 72.42 per month
charges, as shown below:	1 1/2" meter	\$107.31 per month
Customer charge (includes 0 gallons):	2" meter	\$171.68 per month
	3" meter	\$343.40 per month
	4" meter	\$428.57 per month
	6" meter	\$513.73 per month
	8" meter	\$669.18 per month

# Volume Charge:

The year-round volume charge for water usage will be billed under the following rates:

		Per 100 gallons
First	0-25,000	\$0.675
Next	25,001 – 100,000	\$0.794
Next	100,001 - 250,000	\$0.926
All exc	cess over 250,001	\$1.022

# (d) <u>Minimum Monthly Charge</u>:

The minimum monthly charge shall be the customer charge.

# SECTION 9. GENERAL SERVICE/COMMERCIAL DOMESTIC AND IRRIGATION WATER SERVICE RATE SCHEDULE

# (a) <u>Availability</u>:

This schedule is available throughout the water service territory served by the City of Boerne subject to the rules, regulations, policies, and rates established by the City of Boerne.

# (b) Applicability:

This rate is applicable to nonresidential customers who are serviced by a 5/8" or larger

domestic water meter that is also used for irrigation purposes and do not receive service under a different rate schedule.

# (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge, and the monthly volume charges, as shown below:

Customer charge (includes 0 gallons):

5/8" meter		\$ 32.19 per month
3/4" meter		\$ 67.07 per month
1" meter		\$ 72.42 per month
1 1/2" meter		\$107.31 per month
2" meter		\$171.68 per month
3" meter		\$343.40 per month
4" meter		\$428.57 per month
6" meter		\$513.73 per month
8" meter		\$669.18 per month

# Volume Charge:

The year-round volume charge for water usage will be billed under the following rates:

		Per 100 gallons
First	0-25,000	\$0.562
Next	25,001 – 100,000	\$0.638
Next	100,001 - 250,000	\$0.691
All exc	cess over 250,001	\$0.815

# (d) <u>Minimum Monthly Charge</u>:

The minimum monthly charge shall be the customer charge.

## SECTION 10. GENERAL SERVICE/COMMERCIAL FIRE SERVICE RATE SCHEDULE

# (a) Availability:

This schedule is available throughout the water service territory served by the City of Boerne subject to the rules, regulations, policies, and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable to nonresidential customers who are serviced by a 5/8" or larger meter dedicated solely to fire service and does not receive service under a different rate schedule.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge, and the monthly volume charges, as shown below:

Customer charge (includes 0 gallons):

3/4" meter through 8" meter

\$74.56 per month

Volume Charge:

The volume charge for annual testing is waived for all water usage up to 500 gallons. All water usage for fire suppression will not be charged. All other usage other than testing and fire suppression is unauthorized usage and will be charged \$2.60 per 100 gallons. The City of Boerne reserves the right to file criminal charges against the nonresidential customer for such unauthorized usage with the appropriate authorities.

## (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

## **SECTION 11. TERMS OF PAYMENT**

The rates specified in Section 4 through Section 10 are net. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection, and the customer shall pay gross rates for all utility services, where such gross rates for delinquent payments are ten percent (10%) higher than the net rates.

# **SECTION 12. ADJUSTMENT OF RATES**

The Residential and Commercial fees charged for the second and any subsequent years from the adoption of this ordinance may be adjusted at the commencement of said years to reflect a percentage change, downward or upward, respectively, of the difference in the <u>CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS</u> (herein after referred to as the INDEX) as published by the U. S. Department of Labor, Bureau of Labor Statistics, the percentage adjustments for each year to be determined as follows:

- (a) The difference in the INDEX for the month of June of the year immediately preceding the current year and the month of June in the current year shall be computed;
- (b) Such difference computed in (a) shall be divided by the INDEX for the month of June of the year immediately preceding the current year; and,
- (c) Ninety-five (95%) of the amount computed in (b) shall be taken as the adjustment percentage factor to be used to increase the rate charged for water if the INDEX has increased during June to June, or to decrease the rate charged for water if the INDEX has decreased during June to June.
  - (d) Example of computation June/Current year CPI = 185.4 of increase or decrease: June/Previous year CPI = 181.0 (185.4 181.0) /181.0 = .0243 x 95% = 2.31% increase

or

June/Current year CPI = 180.0 June/Previous year CPI = 181.0 (180.0 - 181.0) /181.0 = -.0056 x 95% = .54% decrease

(e) The increase or decrease based on (a) (b) (c) calculations will automatically become effective annually October 1, unless otherwise directed by City Council.

# **SECTION 13. SEVERABILITY**

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

# **SECTION 14. REPEAL**

All ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

PASSED and APPROVED on first read	ing this the 26 day of August, 2025
PASSED, APPROVED, and ADOPTE	ED on second reading this the day of
, 2025.	
	APPROVED:
	Mayor
ATTEST:	
City Secretary	
APPROVED AS TO FORM:	
City Attorney	

B	AGENDA ITEM SUMMARY	
Agenda Date	September 9, 2025	
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2025-16; AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR RECLAIMED WATER SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-24 DATED JANUARY 14, 2025, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH. (Establishing Reclaimed Water rates)	
Contact Person	Sarah Buckelew, Finance Director	
Background Information	During fiscal year 2025, a comprehensive rate study conducted on the Water, Sewer, and Reclaimed utilities.  The objectives of the study were:	
	<ol> <li>To ensure rate revenues are adequate to meet rising operating costs, including wholesale water purchases.</li> <li>Fund capital improvements proposed over the next several years (FY 2025- 2029).</li> <li>Ensure utility financial policies are met, including adequate debt service coverage ratios and fund balances.</li> </ol>	
	Study outcomes and rate impacts included:	
	<ol> <li>Council support for adopting a gradual rate change each year for the next 5 years that would help keep annual rate increases manageable despite growing costs.</li> </ol>	
	This agenda item sets rates that would be adequate to meet costs in Fiscal Year 2026. If adopted, the rates would be effective October 1, 2025.	
Strategic Alignment	C1 – Quality Customer Experiences F1 - Committing to Strategic, responsible, and conservative financial management F2 – Investing in and maintaining high-quality infrastructure systems and public assets B1 – Utilizing data to drive smart decision making	

Financial Considerations	The reclaimed water rates proposed are included in the attached ordinance.
Citizen Input/Board	N/A
Review	
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-16

#### **ORDINANCE NO. 2025-16**

AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR RECLAIMED WATER SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2024-24 DATED JANUARY 14, 2025, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

**WHEREAS**, the City Council of the City of Boerne, Texas deems it reasonable and necessary to establish reclaimed water rates to provide adequate revenues to meet the operation and maintenance expenses, the retirement of bonded indebtedness and other financial requirements deemed necessary by the City Council of the City of Boerne, Texas; and

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

#### **SECTION 1. SERVICE RATE CLASSIFICATION**

All reclaimed water service provided by the City of Boerne Utilities shall be designated by the following rate schedules with descriptions, rates and conditions of service as indicated:

- (1) Residential & Commercial Reclaimed Water Service Inside City Limits
- (2) Residential & Commercial Reclaimed Water Service Outside City Limits

Each person owning, residing in, renting, leasing, operating, or otherwise using property whose reclaimed water pipes connect with the reclaimed water system of the City of Boerne, and who receive reclaimed water service from and through the same shall be liable to the City for a monthly reclaimed water service charge specified in Section 4 through Section 5.

RATES FOR OUT-OF-CITY RECLAIMED WATER SERVICE – Per Section 201.2 of the City of Boerne Utility Rules and Regulations, reclaimed water services are not extended outside the City of Boerne limits unless doing so is deemed beneficial to the City by the City Council. If such service is deemed beneficial and provided to the out-of-City customer, the current approved rates for, reclaimed water will be subject to a rate modifier, unless otherwise agreed to by contract. The rate modifier for the out-of-City customer is 20% which includes the customer, volume charge and all other specific rate elements. This rate modifier is based on the cost of service and is due to the fact that such out-of-City customers are not subject to the ownership risk for the utility system debt that is assumed by citizens served by the City of Boerne utilities.

# **SECTION 2. RATE SCHEDULE ADMINISTRATION & ASSIGNMENT**

Upon request for reclaimed water service from a prospective customer, the City Manager or designee shall assign the appropriate rate classification for reclaimed water service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of reclaimed water service requirements, then the City Manager or designee shall, upon review of the information available

pertaining to the revised reclaimed water service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive reclaimed water service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager or designee shall assign the most appropriate rate schedule for reclaimed water service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

# **SECTION 3. EFFECTIVE DATE**

The rates and charges prescribed herein shall become effective on October 1, 2025.

## **SECTION 4. SERVICE RATE SCHEDULE**

## **RESIDENTIAL & COMMERCIAL RECLAIMED WATER - INSIDE CITY LIMITS:**

(a) Availability:

This schedule is available within the City limits of the City of Boerne where the City's reclaimed water service is available subject to the rules, regulations, policies and rates established by the City of Boerne.

(b) Applicability:

This rate is applicable for reclaimed water service used exclusively for irrigation purposes where each unit is individually metered for water serviced by a  $5/8^{\circ}$ ,  $3/4^{\circ}$ ,  $1^{\circ}$ ,  $1^{\circ}$  or  $2^{\circ}$  water meter.

(c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charges, as shown below:

Customer charge (includes 0 gallons):

5/8" meter \$13.17 per month

3/4" meter \$16.60 per month

1" meter \$26.33 per month

1 ½" meter \$46.08 per month

2" meter \$72.42 per month

Volume Charge:

The year-round volume charge for reclaimed water usage will be billed under the following rates:

(Per 1000 Gallons):

First 0 – 10,000 gal. \$2.00

Next 10,001 – 30,000 gal. \$2.28

Next 30,001 – 50,000 gal. \$3.21

Next All excess over 50,000 gal. \$3.46

# **SECTION 5. TERMS OF PAYMENT**

The rates specified in Section 4 are net. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection, and the customer shall pay gross rates for all utility services, where such gross rates for delinquent payments are ten percent (10%) higher than the net rates.

# **SECTION 6. ADJUSTMENT OF RATES**

The Residential and Commercial fees charged for the second and any subsequent years from the adoption of this ordinance may be adjusted at the commencement of said years to reflect a percentage change, downward or upward, respectively, of the difference in the CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (herein after referred to as the INDEX) as published by the U. S. Department of Labor, Bureau of Labor Statistics, the percentage adjustments for each year to be determined as follows:

- a. The difference in the INDEX for the month of June of the year immediately preceding the current year and the month of June in the current year shall be computed;
- b. Such difference computed in (a) shall be divided by the INDEX for the month of June of the year immediately preceding the current year; and,
- c. Ninety-five (95%) of the amount computed in (b) shall be taken as the adjustment percentage factor to be used to increase the rate charged for water if the INDEX has increased during June to June, or to decrease the rate charged for water if the INDEX has decreased during June to June.
- d. Example of computation June/Current year CPI = 185.4

of increase or decrease: June/Previous year CPI = 181.0

 $(185.4 - 181.0) / 181.0 = .0243 \times 95\% = 2.31\%$  increase

or

June/Current year CPI = 180.0 June/Previous year CPI = 181.0 (180.0 - 181.0) /181.0 = -.0056 x 95% = .54% decrease

e. The increase or decrease based on (a) (b) (c) calculations will automatically become effective annually October 1, unless otherwise directed by City Council.

# **SECTION 7. SEVERABILITY**

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

PASSED and APPROVE	ED on first reading this the 26 day of August, 2025.
PASSED, APPROVED,, 2025.	and ADOPTED on second reading this theday of
	APPROVED:
ATTEST:	Mayor
City Secretary	
APPROVED AS TO FORM:	
City Attorney	

Agenda Date	AGENDA ITEM SUMMARY  September 9, 2025
	•
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2025-17; AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR ELECTRIC SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2014-26 DATED JULY 8, 2014, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH. (Establishing Electric rates)
Contact Person	Sarah Buckelew, Finance Director
Background Information	<ul> <li>During fiscal year 2025, a comprehensive rate study was conducted on the Electric utility.</li> <li>The objectives of the study were:</li> <li>1. To ensure rate revenues are adequate to meet rising operating costs, including wholesale electric purchases.</li> <li>2. Fund capital improvements proposed over the next several years (FY 2025- 2029).</li> <li>3. Ensure utility financial policies are met, including adequate debt service coverage ratios and fund balances.</li> <li>This agenda item brings forward for consideration an ordinance that</li> </ul>
	sets electric rates that would be adequate to meet costs in Fiscal Year 2026. If adopted, the rates would be effective October 1, 2025.
Strategic Alignment	C1 – Quality Customer Experiences F1 - Committing to Strategic, responsible, and conservative financial management F2 – Investing in and maintaining high-quality infrastructure systems and public assets B1 – Utilizing data to drive smart decision making
Financial Considerations	The electric rates proposed are included in the attached ordinance and will be discussed in detail during this agenda item presentation.

Citizen Input/Board	N/A
Review	
Legal Review	LEGAL HAS REVIEWED THIS ORDINANCE
Alternative Options	N/A
<b>Supporting Documents</b>	Ordinance No. 2025-17

#### ORDINANCE NO. 2025-17

AN ORDINANCE ESTABLISHING THE RATE CLASSIFICATIONS AND RATES TO BE CHARGED FOR ELECTRIC SERVICE PROVIDED BY THE CITY OF BOERNE UTILITIES, AND REPEALING AND REPLACING ORDINANCE NO. 2014-26 DATED JULY 8, 2014, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

**WHEREAS,** the City Council of the City of Boerne, Texas deems it reasonable and necessary to revise electric service rates to provide adequate revenues to meet the operation and maintenance expenses, the retirement of bonded indebtedness, and other financial requirements deemed necessary by the City Council of the City of Boerne, Texas.

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

#### **SECTION 1. SERVICE RATE CLASSIFICATION**

All electric service provided by the City of Boerne Utilities shall be designated by the following rate schedules with descriptions, rates and conditions of service as indicated:

- Residential Electric Service
- (2) Small General Service/Commercial Electric Service
- (3) Medium General Service/Commercial Electric Service
- (4) Large General Service/Commercial Electric Service
- (5) Security Lighting Electric Service

Each person owning, residing in, renting, leasing, operating, or otherwise using property whose electric facilities connect with the electric distribution system of the City and who receive electric service from and through the same shall be liable to the City for monthly electric service charges specified in Section 4 through Section 12.

#### SECTION 2. RATE CLASSIFICATION ADMINISTRATION AND ASSIGNMENT

Upon request for electric service from a prospective customer, the City Manager, or his designee, shall assign the appropriate rate classification for electric service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving electric service changes the nature or character of the service requirements, then the City Manager, or his designee shall, upon review of the information available pertaining to the revised electric service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive electric service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or his designee, shall assign the most appropriate rate schedule for electric service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

#### **SECTION 3. EFFECTIVE DATE**

The rates and charges as amended herein shall become effective on the date this Amendment, and any subsequent Amendment that may hereafter occur, is passed, approved and adopted by the City Council of the City of Boerne. The amended rates in this ordinance will be effective October 1, 2025.

## SECTION 4. RESIDENTIAL ELECTRIC SERVICE RATE CLASSIFICATION

#### (a) Availability:

This schedule is available throughout the electric service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

#### (b) Applicability:

This rate is applicable for electric service used exclusively for residential purposes including, but not limited to, single family and multi-family dwellings where each unit is individually metered for electricity and is not applicable for service to a residence also used for any nonresidential or commercial purpose, or any other nonresidential activity.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the seasonal monthly energy charge plus the power cost recovery charge specified in Section 9.

Customer charge: \$15.24

Seasonal Energy Charge:

Winter- October Summer- June through May through September

0-900	.0458 per kWh	0-900	.0505 per kWh
901-1300	.0510 per kWh	901-1300	.0563 per kWh
1301-1700	.0533 per kWh	1301-1700	.0589 per kWh
1701-2500	.0560 per kWh	1701-2500	.0617 per kWh
2501 and over	.0615 per kWh	2501 and over	.0693 per kWh

# (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

#### SECTION 5. SMALL GENERAL SERVICE/COMMERCIAL RATE CLASSIFICATION

#### (a) Availability:

This schedule is available throughout the electric service territory served by the City of Boerne subject to the rules, regulations, policies and rates established by the City of Boerne.

#### (b) Applicability:

This rate is applicable for electric service to nonresidential customers where electric service is provided and billed through one meter with single phase, 200 amp maximum service.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the seasonal monthly energy charge plus the power cost recovery charge specified in Section 9.

Customer charge \$25.18

Seasonal Energy Charge:

Winter- October Summer- June through May through September

.0910 per kWh .1001 per kWh

#### (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

## SECTION 6. MEDIUM GENERAL SERVICE/COMMERCIAL RATE CLASSIFICATION

## (a) Availability:

This schedule is available throughout the electric service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

#### (b) Applicability:

This rate is applicable for electric service to nonresidential customers where electric service is provided and billed through one meter with 3 phase, 200 amp maximum services.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the monthly customer charge plus the seasonal monthly energy charge plus the power cost recovery charge specified in Section 9.

Customer charge \$41.50

Seasonal Energy Charge:

Winter- October through May .0885 per kWh Summer- June through September .0971 per kWh

#### (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

## SECTION 7. LARGE GENERAL SERVICE/COMMERCIAL RATE CLASSIFICATION

#### (a) Availability:

This schedule is available throughout the electric service territory served by the City of Boerne, subject to the rules, regulations, policies and rates established by the City of Boerne.

## (b) Applicability:

This rate is applicable for electric service to nonresidential customers where the electric service is provided and billed through one meter with service greater than 200 amps.

#### (c) Monthly Rates:

The monthly rate shall be the sum of the customer charge plus the demand charge plus the seasonal monthly energy charge plus the power cost recovery charge specified in Section 9.

Customer Charge: \$62.52

Demand Charge: \$7.94

Winter- October Summer- June through May through September

Energy Charge: .0392 per kWh .0432 per kWh

## (d) Minimum Monthly Charge:

The minimum monthly charge shall be the customer charge.

#### (e) <u>Determination of Metered kW Demand</u>

The customer's demand may be computed based on the loads connected to the service. If connected load exceeds 48 kVA on a single phase service, 72kVA on a 120V/208V three phase service, or 165 kVA on a 277V/480V three phase service, then the customer shall be billed under this rate classification and may be required to apply for an upgrade in service. If an individual motor load on a 120V/240V open delta three phase

service exceeds 50 horsepower or the total load, then an upgrade of service and billing under this rate classification will be required.

#### **SECTION 8. SECURITY LIGHTING**

#### (a) Availability:

This schedule is available throughout the electric service territory served by the City of Boerne subject to the rules, regulations, policies and rates established by the City of Boerne.

This rate classification shall not be available for service to new security light installations.

# (b) Applicability:

This rate is applicable for electric service to 175 watt security lights owned by the City and installed by the City on City utility poles.

## (c) Monthly Rate:

The monthly rate shall be the fixture charge for each light installed.

Fixture Charge: \$20.74

#### (d) Minimum Monthly Charge:

The minimum monthly charge shall be the fixture charge for each light installed.

## SECTION 9. POWER COST RECOVERY FACTOR CHARGE

The Power Cost Recover Factor (PCRF) Charge is expressed in dollars per kWh and is multiplied by the energy purchased (consumed) by each customer during the applicable billing period. This amount shall be added to each bill for electric service.

Each monthly bill for electric service shall be increased on a uniform per kWh basis computed as follows:

Where:

A= Total most recent billings for purchased power including energy, fuel, transmission and other related fees.

B = Amount of prior period(s) over recovery or under recovery to be added to or subtracted from current PCRF computation. This amount shall be determined by comparing the amount necessary to be recovered during prior billing periods to the amount actually recovered during the billing periods,

allowing for stabilization of peaks between higher and lower cost billing periods.

C= Amount needed to achieve City Council established Rate Stabilization

and Capital Fund targets.

kWh= Total estimated energy sales for the billing periods.

The PCRF shall remain at a minimum rate of \$0.041704. If, for any month, the minimum PCRF does not recover the total cost of power for that month, the rate may be adjusted over several months, as necessary, to fully recover the cost of power for all months.

The PCRF will be adjusted as needed monthly to fully recover the purchased power costs and collect the target for the Rate Stabilization and Capital Fund. City Council will annually review the funds retained in the Rate Stabilization and Capital Fund, establish the target amount for the fiscal year, and determine whether to adjust the PCRF, retain the amount in the fund, use funds for rate stabilization, capital purchases or refund any part of the funds through credits applied to the PCRF.

The current Rate Reserve Fund (RRF) will be combined with the Rate Stabilization and Capital Fund with its uses governed by the City Council under the same criteria as the Rate Stabilization and Capital Fund.

Power Cost Recovery Factors may be computed and be effective for multiple months and/or billing periods, with reconciliations to determine the amounts of over- and/or under-recoveries calculated periodically, but not less than once each fiscal year.

#### **SECTION 10. SALES TAX**

All bills shall be adjusted by the amount of any sales tax or other tax attributable to the sale of electric service to the consumer unless consumer has previously provided to the City satisfactory proof of exemption.

#### **SECTION 11. TERMS OF PAYMENT**

The rates and charges specified in Section 4 through Section 9 are net. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next business day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection, and the customer shall pay gross rates for all utility services, where such gross rates for delinquent payments are ten percent (10%) higher than the net rates.

#### **SECTION 12. ADJUSTMENT OF RATES**

The Residential and Commercial fees charged for the second and any subsequent years from the adoption of this ordinance may be adjusted at the commencement of said years to reflect a percentage change, downward or upward, respectively, of the difference in the <u>CONSUMER</u> <u>PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS</u> (herein after

referred to as the INDEX) as published by the U.S. Department of Labor, Bureau of Labor Statistics, the percentage adjustments for each year to be determined as follows:

- a. The difference in the INDEX for the month of June of the year immediately preceding the current year and the month of June in the current year shall be computed;
- b. Such difference computed in (a) shall be divided by the INDEX for the month of June of the year immediately preceding the current year; and,
- c. Ninety-five (95%) of the amount computed in (b) shall be taken as the adjustment percentage factor to be used to increase the rate charged for electric if the INDEX has increased during June to June, or to decrease the rate charged for electric if the INDEX has decreased during June to June.
- d. Example of computation of increase or decrease:

June/Current year CPI = 185.4 June/Previous year CPI = 181.0 (185.4 - 181.0) /181.0 = .0243 x 95% = 2.31% increase or June/Current year CPI= 180.0 June/Previous year CPI= 181.0 (180.0 -181.0) /181.0 = -.0056 x 95% = .54% decrease

e. The increase or decrease based on (a) (b) (c) calculations will automatically become effective annually October 1, unless otherwise directed by City Council.

#### **SECTION 13. SEVERABILITY**

If for any reason any section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a Court of competent jurisdiction it shall not affect any other section, paragraph, subsection, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subsection, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

#### **SECTION 14. REPEAL**

All ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

PASSED and APPROVED on first reading this the 26 day of August, 2025.

PASSED, APPROVED, and ADOPTED on second reading this the day of \_\_\_\_\_\_, 2025.

ATTEST:	Mayor
City Secretary	
APPROVED AS TO FORM:	

City Attorney

APPROVED:

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	PRESENTATION, PUBLIC HEARING AND APPROVE ON SECOND READING ORDINANCE NO. 2025-10; AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE; AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF. (Ordinance adopting the budget)
Contact Person	Sarah Buckelew, Finance Director
Background Information	The total Fiscal Year 2026 annual budget of \$180,891,330 is supported by the proposed tax rate of \$0.4716/\$100 valuation. The proposed annual budget is available on the City's website.  The vote on the ordinance must be a record vote.
Strategic Alignment	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-10 Public Hearing – Budget

#### ORDINANCE NO. 2025-10

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, IN ACCORDANCE WITH CHAPTER 102 OF THE LOCAL GOVERNMENT CODE; AND APPROPRIATING THE VARIUS AMOUNTS THEREOF

**WHEREAS**, in accordance with Section 6.02 of the City Charter and Section 102.005 of the Texas Local Government Code, the City Manager, on August 8, 2025, prepared and filed with the City Secretary and had placed on the City's website for at least thirty (30) days available for inspection by any taxpayer, a proposed budget for the City of Boerne, Texas, for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

WHEREAS, in accordance with the City Charter and the Texas Local Government Code, and after providing the required public notice in the City's official newspaper not less than ten days prior to the date of the public hearing, a public hearing was duly held on August 26, 2025, at the time and place set forth in the public notice, at which time all interested persons were given an opportunity to be heard for or against any item within the proposed budget; and

WHEREAS, after due deliberation, study, and consideration of the proposed budget, to include the opportunity of making any amendments to the budget proposed by the City Manager that City Council has determined are (1) warranted by law or (2) in the best interest of the taxpayers of the City, City Council is of the opinion that the Official Budget for the Fiscal Year 2025-2026, with any such amendments described and discussed, should be approved and adopted, in accordance with the City Charter and the Texas Local Government Code.

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

**SECTION 1.** The Official Budget of the City of Boerne, Texas, a copy of which is on file in the office of the City Secretary and on the City's and incorporated herein by reference as if fully set out herein, is adopted, in accordance with Article VI of the City Charter and Chapter 102 of the Texas Local Government Code.

**SECTION 2.** The appropriations by department, fund, or other organization unit and the authorization and allocation for each program or activity are hereby deemed to provide a complete financial plan of City funds and activities for the Fiscal Year 2025-2026, in accordance with the City Charter and the Texas Local Government Code.

**SECTION 3.** The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION 4.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Boerne, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, sentence,

clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION 5.** The City Manager is authorized to make certain adjustments to the Fiscal Year 2025-2026 Annual Budget without further approval from City Council as stipulated in Article VI of the City Charter and Section III of the City of Boerne Fiscal and Budget Policy approve by City Council.

PASSED AND APPROVED on this the first	st reading the 26 day of August, 2025.
PASSED, APPROVED AND ADOPTED of 2025.	on this the second reading the day of
	APPROVED:
	ALLINOVED.
ATTEST:	Mayor
City Secretary	
APPROVED AS TO FORM:	
City Attorney	_

# LIFE TRIBUTES

Norma Schmelling



Norma Sue Inman Cude Schreiner Schmelling died on Aug. 7, 2025, after a lifetime battle against convention, boredom, hypocrisy and old age. She was born Aug. 6, 1944, to the Rev. S. Montford and Norma Binford Inman. She was preceded in death by all her family members, most of her ex-husbands and lovers, and numerous cats, dogs, horses, and birds.

She was born in El Campo, Texas, and made her first move at the age of 5 to Freer, Texas. At the age of 12 and against her will, she followed her parents to Houston. From there she moved on to Austin, San Francisco, Salado, Texas, Leavenworth, Kansas, Honolulu, Hawaii, San



**SCHMELLING** Aug. 6, 1944 -

Aug. 7, 2025

Antonio, Texas, Bandera, Texas, and her last move to Fair Oaks Ranch, Texas.

After the last move she said that she hoped her next move would be to the grave with someone else doing the heavy lifting. She got her wish.

Like her husbands, her careers were many and varied. She worked as a secretary to put her first husband through school. After receiving a master's in political science, she was hired to be the Texas lobbyist for the Equal Rights Amendment. That provided the springboard to other political jobs including fundraising, political campaigns, and lobbying for various interest groups.

After marrying her third or fourth husband, depending on how you count them, she began a career in human resources which culminated in being vice president of employee relations for a Fortune 500 company.

She taught political science courses as an adjunct instructor for more than 15 years.

At 70, she started a new career as a writer. She wrote columns on her travels for the Hill Country Weekly newspaper. She also published an essay titled "An Old Soul" in the anthology "Kid Me Not."

She wrote a blog about her many and varied experiences and during the pandemic wrote a memoir, "Eight Miles from the Front Gate" about being married to Charles Schreiner III and living on the Y.O. Ranch.

Of all her accomplishments, she considers being a good friend as the most important.

She began traveling at the age of 70 after becoming a widow. Most of her trips centered on seeing animals. These trips took her on a classic safari to Kenya and Tanzania, to Japan to see snow monkeys basking in hot springs, to the Arctic Circle to see polar bears and snow foxes, hiking into the forests of Uganda and Rwanda to see mountain gorillas, to Antarctica to see penguins, seals, and whales, and on a horseback trek across the Mongolian steppes.

She also went to Paris, on a river cruise of Southern France, on a Mediterranean cruise, a Nile River cruise, and attended a course on the British monarchy at Oxford University.

Her final accomplishment at 70 was meeting the man with whom she had her best relationship and the most fun and laughter, Harold Prasatik. He survives her and will miss her Texas accent and lack of logical thinking.

She wrote this obituary and asks her friends to remember her by donating to their local animal shelter or any other animal-related organization. Her favorite was the Pets Alive group that saves so many animals that would otherwise be euthanized.

Norma's cremains will be buried in the Prasatik family plot at Davis Greenlawn Cemetery in Rosenberg, Texas, in a private ceremony. A memorial service celebrating Norma's life is being planned for a later date. Her obituary page at PorterLoring. com will be updated when details are available.

You are invited to sign the Guestbook at www. porterloring.com. Arrangements with Porter Loring Mortuary of San Antonio.

- PAID OBITUARY -

## **Alexis Aileen Short**

Alexis Aileen (Dupler) Short, beloved wife, mother, grandmother and friend, passed away at the age of 78 in Boerne, Texas on

Aug. 7, 2025, surrounded by the love of her family and faith.

Her journey began on Nov. 6, 1946, in Athens, Ohio, where she was born to Ralph Gilbert Dupler and Mary Jean (Rauch) Dupler, and from the start, her life was marked by kindness, devotion, and grace.

Alexis graduated from Athens High School in 1964 before earning her Bachelor's degree in Business Administration from the University of Miami in 1968. Her university years were filled with friendships and leadership, most notably as an active member and chapter president of the Chi Omega sorority, where she inspired others with her warmth and integrity.

After college, Alexis stayed in Miami, embarking on her career in

**SHORT** Nov. 6, 1946 -

Aug. 7, 2025

insurance, and in 1971 her

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a life together grounded

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was the proud mother of

two daughters, Shannon

Elizabeth Short (deceased)

and Nicole Aileen (Short)

Bishop, and she devoted

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pursuits to focus on being a

nurturing wife and mother,

embracing her role with

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the same passion and devotion she brought to every aspect of her life.

Alexis's faith was the cornerstone of her life.

She was a devoted Christian, actively participating in her prayer group and Sunday school at First Baptist Church of Boerne. Her spirit radiated warmth and generosity, and she shared her love of painting, swimming, reading, family, canasta, and the Word of God with all who knew her. Alexis lived each day with gratitude, finding beauty in simple joys and encouraging others to do the same.

Alexis is survived by her loving husband, Jack Edward Short; her cherished daughter Nicole Bishop, devoted son-inlaw Bryan Bishop, and precious granddaughter Sloane Shannon Bishop of Boerne, Texas. She will also be missed by her sister-inlaw Judy Dupler, niece Jean

See SHORT, page 9

# **Doris A. McKenzie Hastings**

Doris A. Hastings, lovingly known as Mom, Grandma and MawMaw, passed away peacefully at the age of 89 on July 19, 2025, at her home in Boerne, Texas, surrounded by the love and

comfort of her family. Born on Sept. 20, 1935, in Atascosa County, Texas, Doris was the cherished daughter of the late Hugh and Frances McKenzie. On Nov. 12, 1961, she married Clinton Hastings, in San Antonio, Texas. Together, they built a life grounded in love, devotion and family. Their marriage spanned nearly 47 years until Clinton's passing.

Doris retired from Southwestern Bell after a long and dedicated career. Those who knew Doris will remember her for her deep devotion to her family, her generous heart, and her unwaver-



**HASTINGS** 

Sept. 20, 1935 -July 19, 2025

ing faith.

They will also smile at the memory of her legendary stubbornness — a trait that showed up in her determination to do things her own way, stand firm in her beliefs, and fight for the people and causes she loved.

That same steadfast spirit carried her through life's challenges with grit and grace.

She was preceded in death by her husband Clinton Hastings, her parents Hugh and Frances McKenzie, her sister Pat Wells, and her beloved granddaughter Katie Scarlet.

She is survived by her sons Jeff Hastings, Bruce Hastings, and Chris Hast-

ings and wife Lisa; her sister Darlene White and husband Morris; grandchildren Valisa, Waylon and wife Brooke, Dakota and husband Conor, Ryleigh, and Lawson; great-granddaughter Jamesina; and numerous nieces and nephews who will continue to carry her memory forward.

Doris' life was a testament to love, faith, family and the quiet strength of a woman who refused to give up, no matter what.

In accordance with her wishes, no formal services will be held. A private celebration of life will be held at a later date.

Doris will be remembered for her unwavering love for her family, her enduring strength, and the gentle wisdom she shared throughout her long and

beautiful life. — PAID OBITUARY —

# **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of the City of Boerne. Texas will hold a Public Hearing on August 26, 2025 at 6:00 p.m., and a second Public Hearing on September 9, 2025 in the City Council Chambers located at 447 North Main Street, Boerne. Texas, to discuss the proposed budget for the fiscal year October 1, 2025 through September 30, 2026.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$1,083,612 which is a 6.8 percent increase from last year's budget, and of that amount, \$266,194 is the tax revenue to be raised from new property added to the tax roll this year.

All interested parties are encouraged to attend.

The proposed budget is accessible from the City's website homepage at https://www.ci.boerne.tx.us/

The following is required by H.B. 1522 and shows for the medianvalued homestead property, a comparison of the property tax bill in dollars form the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the City's proposed budget is adopted and if the budget funded by the nonew-revenue rate is adopted instead.

	2024		2025		2025	
		Adopted	P	roposed	No	o-new-revenue
Total Tax Rate (per \$100 of value)		0.4716		0.4716		0.4615
Average homestead taxable value	\$	462,836	\$	485,421	\$	485,421
Tax on Average Homestead	\$	2,183	\$	2,289	\$	2,240

s/s Lori A. Carroll, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS The City of Boerne Council Chambers is wheelchair accessible. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 830-249-9511.

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.4716 per \$100 valuation has been proposed by the governing body of CITY OF BOERNE.

PROPOSED TAX RATE \$0.4716 per \$100 NO-NEW-REVENUE TAX RATE \$0.4615 per \$100 **VOTER-APPROVAL TAX RATE** \$0.4865 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for CITY OF BOERNE from the same properties in both the 2024 tax year and the 2025 tax year.

The voter-approval rate is the highest tax rate that CITY OF BOERNE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF BOERNE is proposing to increase property taxes for the 2025 tax year.

A public hearing on the proposed tax rate will be held on SEPTEMBER 9, 2025, at 6:00 PM at 447 N. Main St., Boerne, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF BOERNE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of CITY OF BOERNE at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE **CALCULATED AS FOLLOWS:** 

Property tax amount = (tax rate) x (taxable value of your property) / 100

FOR the proposal: TY WOLOSIN, JOE BATEMAN, QUINTEN SCOTT, BRET BUNKER,

JOSEPH MACALUSO

N/A

AGAINST the proposal: PRESENT and not voting: FRANK RITCHIE

ABSENT: N/A

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF BOERNE last year to the taxes proposed to the be imposed on the average residence homestead by CITY OF BOERNE this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	\$0.4716	\$0.4716	No change
Average homestead taxable value	\$462,836	\$485,421	Increase of \$22,585, or 4.88%
Tax on average homestead	ALI \$2.183 I \$2.289 I		Increase of \$107, or 4.88%
Total tax levy on all properties	\$16,171,183	\$17,125,753	Increase of \$954.570, or 5.90%

For assistance with tax calculations, please contact the tax assessor for CITY OF BOERNE at 830-249-8012 or crystal.rivera@kendallad.org, or visit www.kendallad.org for more information.

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	RATIFY THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2025-26 BUDGET.
Contact Person	Sarah Buckelew, Finance Director
Background Information	After the adoption of the annual budget, Texas Local Government Code Section 102.007(c) requires a City ratification by separate vote if the budget adopted will raise more revenue from property taxes than in the previous year's budget. This separate vote is required even though the City tax rate remained the same.  The total tax rate proposed of \$0.4716 per each \$100 taxable value is the same rate from the prior year. Due primarily to new properties added to the tax rolls, the budget is projected to raise \$1,083,612 more of property tax revenue.  This ratification vote should be taken after the budget is adopted.
Strategic Alignment	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	N/A

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	PRESENTATION, PUBLIC HEARING AND APPROVE ON SECOND READING ORDINANCE NO. 2025-11; AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2025 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE. (Ordinance adopting tax rate)
Contact Person	Sarah Buckelew, Finance Director
Background Information	A meeting to adopt the rate with the first reading of the tax rate ordinance occurred on August 26, 2025. The tax rate being proposed is below the voter approval rate, and this item is the second reading of an ordinance to adopt the tax rate. All applicable notices per law have been posted.  The proposed tax rate is \$0.4716 per \$100 valuation which is the same as the rate for Tax Year 2024 (Fiscal Year 2024-2025).  According to Texas Tax Code 26.05, the vote on this ordinance must be a record vote.
Strategic Alignment (Example: C2 – Customer Feedback, B1 – Data Driven Decision)	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-11 Public Hearing - Tax

#### ORDINANCE NO. 2025-11

# AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2025 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE

WHEREAS, Texas Local Government Code gives the City of Boerne City Council the authority to levy an ad valorem tax on real property within the territorial limits of the City; and

**WHEREAS**, all notices of public meeting held on September 9, 2025, as required by law as a prerequisite to the passage, approval, and adoption of said tax rate ordinance have been timely and properly given;

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

Section 1. The City Council levies, approves, and orders to be assessed and collected for Fiscal Year 2025-2026 on all property in the corporate limits of the City of Boerne that is not exempt from taxation, a property (ad valorem) tax at the rate of 47.16 cents per \$100 of taxable value and shall be apportioned and distributed as follows:

- a. For the payment of current expenses to be deposited in the general fund for the purposes of paying maintenance and operation expenditures of the City for the coming year of 35.32 cents per each \$100 of taxable value.
  AND
- b. To provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt of the City as it becomes due 11.84 cents per \$100 of taxable value.

Section 2. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be increased by 1.8 percent and will increase taxes for maintenance and operations on a \$100,000 home by approximately \$6.24.

Section 3. All ordinances or parts of ordinances.	nances in conflict herewith are hereby
PASSED AND APPROVED on this the first reading the	26 day of August, 2025.
PASSED, APPROVED AND ADOPTED on this the se	econd reading the day of
	APPROVED:
ATTEST:	Mayor
City Secretary	
APPROVED AS TO FORM:	

City Attorney

# LIFE TRIBUTES

Norma Schmelling



Norma Sue Inman Cude Schreiner Schmelling died on Aug. 7, 2025, after a lifetime battle against convention, boredom, hypocrisy and old age. She was born Aug. 6, 1944, to the Rev. S. Montford and Norma Binford Inman. She was preceded in death by all her family members, most of her ex-husbands and lovers, and numerous cats, dogs, horses, and birds.

She was born in El Campo, Texas, and made her first move at the age of 5 to Freer, Texas. At the age of 12 and against her will, she followed her parents to Houston. From there she moved on to Austin, San Francisco, Salado, Texas, Leavenworth, Kansas, Honolulu, Hawaii, San



**SCHMELLING** Aug. 6, 1944 -Aug. 7, 2025

Antonio, Texas, Bandera, Texas, and her last move to Fair Oaks Ranch, Texas.

After the last move she said that she hoped her next move would be to the grave with someone else doing the heavy lifting. She got her wish.

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After marrying her third or fourth husband, depending on how you count them, she began a career in human resources which culminated in being vice president of employee relations for a Fortune 500 company.

She taught political science courses as an adjunct instructor for more than 15 years.

At 70, she started a new career as a writer. She wrote columns on her travels for the Hill Country Weekly newspaper. She also published an essay titled "An Old Soul" in the anthology "Kid Me Not."

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Of all her accomplishments, she considers being a good friend as the most important.

She began traveling at the age of 70 after becoming a widow. Most of her trips centered on seeing animals. These trips took her on a classic safari to Kenya and Tanzania, to Japan to see snow monkeys basking in hot springs, to the Arctic Circle to see polar bears and snow foxes, hiking into the forests of Uganda and Rwanda to see mountain gorillas, to Antarctica to see penguins, seals, and whales, and on a horseback trek across the Mongolian steppes.

She also went to Paris, on a river cruise of Southern France, on a Mediterranean cruise, a Nile River cruise, and attended a course on the British monarchy at Oxford University.

Her final accomplishment at 70 was meeting the man with whom she had her best relationship and the most fun and laughter, Harold Prasatik. He survives her and will miss her Texas accent and lack of logical thinking.

She wrote this obituary and asks her friends to remember her by donating to their local animal shelter or any other animal-related organization. Her favorite was the Pets Alive group that saves so many animals that would otherwise be euthanized.

Norma's cremains will be buried in the Prasatik family plot at Davis Greenlawn Cemetery in Rosenberg, Texas, in a private ceremony. A memorial service celebrating Norma's life is being planned for a later date. Her obituary page at PorterLoring. com will be updated when details are available.

You are invited to sign the Guestbook at www. porterloring.com. Arrangements with Porter Loring Mortuary of San Antonio.

- PAID OBITUARY -

## **Alexis Aileen Short**

**SHORT** 

Alexis Aileen (Dupler) Short, beloved wife, mother, grandmother and friend, passed away at the age of 78 in Boerne, Texas on Aug. 7, 2025, sur-

rounded by the love of her family and faith.

Her journey began on Nov. 6, 1946, in Athens, Ohio, where she was born to Ralph Gilbert Dupler and Mary Jean (Rauch) Dupler, and from the start, her life was marked by kindness, devotion, and grace.

Alexis graduated from Athens High School in 1964 before earning her Bachelor's degree in Business Administration from the University of Miami in 1968. Her university years were filled with friendships and leadership, most notably as an active member and chapter president of the Chi Omega sorority, where she inspired others with her

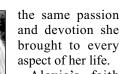
warmth and integrity. After college, Alexis stayed in Miami, embarking on her career in Nov. 6, 1946 -Aug. 7, 2025

insurance, and in 1971 her life changed forever when she met Jack Edward Short on a blind date. Their love blossomed, and they wed on Nov. 25, 1972, in Coral Gables, Florida, building a life together grounded in faith and love. Alexis was the proud mother of two daughters, Shannon Elizabeth Short (deceased) and Nicole Aileen (Short) Bishop, and she devoted

herself fully to her family,

cherishing every moment

Though Alexis moved frequently to new places to support her husband's career, she still had a successful career in the insurance field for twelve years. Eventually, she chose to leave her professional pursuits to focus on being a nurturing wife and mother, embracing her role with



Alexis's faith was the cornerstone of her life.

She was a devoted Christian, actively participating in her prayer group and Sunday school at First Baptist Church of Boerne. Her spirit radiated warmth and generosity, and she shared her love of painting, swimming, reading, family, canasta, and the Word of God with all who knew her. Alexis lived each day with gratitude, finding beauty in simple joys and encouraging others to do the same.

Alexis is survived by her loving husband, Jack Edward Short; her cherished daughter Nicole Bishop, devoted son-inlaw Bryan Bishop, and precious granddaughter Sloane Shannon Bishop of Boerne, Texas. She will also be missed by her sister-inlaw Judy Dupler, niece Jean

See SHORT, page 9

# **Doris A. McKenzie Hastings**

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comfort of her family. Born on Sept. 20, 1935, in Atascosa County, Texas, Doris was the cherished daughter of the late Hugh and Frances McKenzie. On Nov. 12, 1961, she married Clinton Hastings, in San Antonio, Texas. Together, they built a life grounded in love, devotion and family. Their marriage spanned nearly 47 years until Clinton's passing.

Doris retired from Southwestern Bell after a long and dedicated career. Those who knew Doris will remember her for her deep devotion to her family, her generous heart, and her unwaver-



**HASTINGS** 

Sept. 20, 1935 -July 19, 2025

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They will also smile at the memory of her legendary stubbornness — a trait that showed up in her determination to do things her own way, stand firm in her beliefs, and fight for the people and causes she loved.

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All interested parties are encouraged to attend.

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s/s Lori A. Carroll, City Secretary

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PROPOSED TAX RATE \$0.4716 per \$100 **NO-NEW-REVENUE TAX RATE** \$0.4615 per \$100 \$0.4865 per \$100 **VOTER-APPROVAL TAX RATE** 

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for CITY OF BOERNE from the same properties in both the 2024 tax year and the 2025 tax year.

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A public hearing on the proposed tax rate will be held on SEPTEMBER 9, 2025, at 6:00 PM at 447 N. Main St., Boerne, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF BOERNE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of CITY OF BOERNE at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE **CALCULATED AS FOLLOWS:** 

Property tax amount = (tax rate) x (taxable value of your property) / 100

FOR the proposal: TY WOLOSIN, JOE BATEMAN, QUINTEN SCOTT, BRET BUNKER,

JOSEPH MACALUSO

AGAINST the proposal: N/A PRESENT and not voting: FRANK RITCHIE

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Total tax rate (per \$100 of value)	<mark>\$0.4716</mark>	\$0.4716	No change
Average homestead taxable value	\$462,836	\$485,421	Increase of \$22,585, or 4.88%
Tax on average homestead	<mark>\$2,183</mark>	\$ <mark>2,289</mark>	Increase of \$107, or 4.88%
Total tax levy on all	\$16,171,183	\$17,125,753	Increase of

For assistance with tax calculations, please contact the tax assessor for CITY OF BOERNE at 830-249-8012 or crystal.rivera@kendallad.org, or visit www.kendallad.org for more information.

AGENDA ITEM SUMMARY
September 9, 2025
APPROVE A ONE-TIME READING OF ORDINANCE NO. 2025-18; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.11.A
Sarah Buckelew, Finance Director
The purpose of this agenda item is to approve a one-time reading of an ordinance authorizing the issuance of General Obligation Bonds, Series 2025.
Unlike most ordinances, which require two readings under the City's Home Rule Charter, bond ordinances must be approved on the same day bids are received. This is because bids are based on prevailing market interest rates that day, making immediate Council action necessary to accept the winning bid.
Section 3.11.A of the Home Rule Charter provides that, when circumstances warrant, an ordinance may be adopted on a single reading if a motion for first and only reading is approved by at least four-fifths of the entire Council membership, including the Mayor. If that threshold is met, Council may proceed to vote, pass, and adopt the ordinance on first reading.
Fiscal Excellence, Providing streamlined and efficient processes.
N/A

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPORVE ORDINANCE NO. 2025-18; AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM; COMPLYING WITH PROVISIONS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.
Contact Person	Sarah Buckelew, Finance Director
Background Information	At an election held on November 8, 2022 the City successfully passed two propositions for a Quality of Life Bond related to streets and parks improvements. The amount authorized for Proposition A "Streets" was \$23 million, and the amount authorized for Proposition B "Parks and Recreation" was \$13 million. The City issued the first \$18 million of the bonds in 2023, and this bond series would issue the next \$4 million to be used towards Proposition B projects, specifically for completion of the Northside Community Park.
	Bids for the City of Boerne General Obligation Bonds, Series 2025 in the amount of \$4 million are due on September 9, 2025. The results of bids received will be presented at the September 9 <sup>th</sup> meeting as well as our recommendation.
Strategic Alignment	Fiscal Excellence, Investing in and maintaining high-quality infrastructure systems and public assets, Advancing master plan recommendations.
Financial Considerations	The debt will be issued as premium bonds payable over a 20-year term at the prevailing interest rate per bids received.

Citizen Input/Board Review	N/A
Legal Review	All legal documents have been reviewed and approved by Bond Counsel at Norton Rose Fulbright.
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-18

#### **ORDINANCE NO. 2025-18**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF **BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025"**; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS. INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT **PERTAINING** THERETO: **AUTHORIZING** EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM: COMPLYING WITH THE PROVISIONS OF THE **DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS;** AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City Council (the *Governing Body*) of the City of Boerne, Texas (the *Issuer* or the *City*) hereby finds and determines that general obligation bonds of the City in the total principal amount of \_\_\_\_\_ (being the principal amount of \$\_\_\_\_ and a portion of premium of \$\_\_\_\_\_) of the hereinafter defined voter authorization should be issued and sold at this time, being the second series of general obligation bonds approved and authorized to be issued at an election held on November 8, 2022 (the *Election*), the authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this ordinance, and amounts remaining to be issued from such voted authorization subsequent to the date hereof being as follows:

Date Voted	Purpose	Amount <u>Authorized</u>	Previously Issued Bonds	Bonds Issued <u>Herein</u>	Premium allocated to Voted Authority	Amount Unissued
11/08/202	Streets	\$23,000,000.0	\$9,000,000	\$0.00	\$0.00	\$14,000,000
2		0				
11/08/202	Parks and Recreation	\$13,000,000.0	\$9,000,000	\$	\$	\$0.00
2		0				

**WHEREAS**, the Governing Body hereby finds and determines that issuance of the general obligation bonds is in the best interests of the residents of the City, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_,\_\_\_,\_\_) to be designated and bear the title "City of Boerne, Texas General Obligation Bonds, Series 2025" (the *Bonds*), for the purpose of providing funds for the purposes of: (i) acquiring, constructing, equipping, renovating, and landscaping park, recreation, and open space improvements and additions including public facilities located in and integral to such parks, acquiring necessary lands and rights-of-way, and (ii) professional services rendered in relation to such projects and the financing thereof, in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1331, as amended, Texas Government Code, Chapter 331, as amended, Texas Local Government Code, the Home Rule Charter of the Issuer, this ordinance adopted by the Governing Body on September 9, 2025, and the Election referenced in the preamble to this Ordinance.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Bond Date. The Bonds are issuable in fully registered form only; shall be dated September 1, 2025 (the Bond Date) and shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered "R" and numbered consecutively from One (1) upward; and the Bonds shall become due and payable on March 1 in each of the years and in principal amounts (the Stated Maturities), in accordance with the following schedule:

Years of Principal Interest
Stated Maturity Amounts (\$) Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about September 25, 2025), or from the most recent

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Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2026, while the Bonds are Outstanding.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable, without exchange or collection charges to the Holder (as hereinafter defined), appearing on the registration and transfer books maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of Zions Bancorporation, National Association to serve as the initial Paying Agent/Registrar (the *Paying Agent/Registrar*) for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Bonds (the *Holder* or *Holders*) appearing on the Security Register maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of paying interest thereon, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof upon redemption of the Bonds or at the Bonds' Stated Maturity, and (iii) on any other date for

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any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds, shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

A. <u>Mandatory Redemption of Term Bonds</u>. The Bonds stated to mature on March 1, 20\_\_ and March 1, 20\_\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

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Term Bonds Stated to Mature on March 1, 20\_\_

Year

Term Bonds Stated to Mature on March 1, 20\_\_

Year

Principal

Amount (\$)

Principal Amount (\$)

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

- B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after March 1, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on March 1, 20\_\_, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.
- C. <u>Exercise of Redemption Option</u>. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the Issuer.
- D. <u>Selection of Bonds for Redemption</u>. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

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E. <u>Notice of Redemption</u>. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. <u>Transfer/Exchange of Bonds</u>. Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 5: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by its Mayor or Mayor Pro Tem under the seal of the Issuer reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Bond Date, the proper officers of

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the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, transfer, or exchange of the Bonds shall at all times be kept and maintained by the Issuer at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denominations and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same

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obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds", evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 16 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7: Initial Bond. The Bonds herein authorized shall be issued initially either (i) as a fully registered Bond in the total principal amount of \$\_,\_\_\_, with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (the Initial Bond) and, in either case, the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts, bearing applicable interest rates, and shall be lettered "R" and numbered consecutively from one (1) upward, for transfer and delivery to the Holders named and at the addresses identified therefor; all pursuant to and in accordance with and pursuant to such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

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SECTION 8: Forms.

A. <u>Forms Generally</u>. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and any reproduction of an opinion of Bond Counsel) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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#### B. Form of Definitive Bond.

	REGISTERED
REGISTERED	PRINCIPAL AMOUNT
NO	\$

United States of America
State of Texas
County of Kendall
CITY OF BOERNE, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2025

Bond Date: September 1, 2025	Interest Rate:	Stated Maturity:	CUSIP No.:
REGISTERED OWNER:			
PRINCIPAL AMOUNT:			DOLLAR!

The City of Boerne, Texas (the *Issuer*), a body corporate and municipal corporation located in the County of Kendall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof (computed on the basis of a 360-day year of twelve 30-day months) from the Closing Date (anticipated to occur on or about September 25, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above; such interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*), commencing March 1, 2026.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding the Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the

address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_,\_\_\_\_, (the Bonds) pursuant to an ordinance adopted by the Governing Body of the Issuer (the Ordinance), for the purpose of providing funds for: (i) acquiring, constructing, equipping, renovating, and landscaping park, recreation, and open space improvements and additions including public facilities located in and integral to such parks, acquiring necessary lands and rights-of-way, and (ii) professional services rendered in relation to such projects and the financing thereof, in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1331 as amended, Texas Government Code, Chapter 331, as amended, Texas Local Government Code the Election, and the Ordinance.

The Bonds stated to mature on March 1, 20\_\_ and March 1, 20\_\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

Term Bonds
Stated to Mature
on March 1, 20
Term Bonds
Stated to Mature
on March 1, 20

Principal

<u>Amount</u> Principal <u>Year</u> (\$) <u>Year</u> <u>Amount (\$)</u>

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

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<sup>\*</sup>Payable at Stated Maturity.

As specified in the Ordinance, the Bonds having Stated Maturities on and after March 1, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the City, on March 1, 20\_\_\_, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the Issuer.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Ordinance.

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As provided in the Ordinance and subject to certain limitations contained therein, this Bond is transferable on the Security Register of the Issuer, upon presentation and surrender of this Bond for transfer at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

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	IN WITNESS	WHEREOF,	the	Issuer	has	caused	this	Bond	to	be	duly	execu	uted
under	its official seal	l.											

	CITY OF BOERNE, TEXAS		
	Mayor		
ATTEST:			
City Secretary	_		
(CITY SEAL)			

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C. \*Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond only.

# REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS	\$ \$ \$ REGISTER NO
THE STATE OF TEXAS	§
	has been examined, certified as to validity and of Texas, and duly registered by the Comptroller of
WITNESS my signature and seal of off	ice this
	Comptroller of Public Accounts of the State of Texas
(SEAL)	
*NOTE TO PRINTER: Do Not Print on Defin	itive Bonds.
D. *Form of Certificate of Paying Only.	Agent/Registrar to Appear on Definitive Bonds
REGISTRATION CERTIFICATE	E OF PAYING AGENT/REGISTRAR
the Bond or Bonds of the above-entitled and of	the provisions of the within-mentioned Ordinance designated series originally delivered having beer f Texas and registered by the Comptroller of Public Agent/Registrar.
Registered this date:	ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Paying Agent/Registrar
	By:
	Authorized Signature Amegy Bank Division
*NOTE TO PRINTER: Print on Definitive Bo	<b>.</b>

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### E. Form of Assignment.

#### **ASSIGNMENT**

FOR VALUE RECEIVED or typewrite name, address, and z	the undersigned hereby sells, as ip code of transferee):	
(Social Security or other identifying the within Bond and all rightsattorney		cably constitutes and appoints
thereof, with full power of substit	ution in the premises.	
DATED:		
	correspond with the name	re on this assignment must of the registered owner as it within Bond in every particular.
Signature guaranteed:		
F. <u>Initial Bond</u> . The Section, except that the form of the	Initial Bond shall be in the form e single fully registered Initial Bo	
(1) immediately under "Stated Maturity" shall both	the name of the bond the head be completed "as shown below"	<u>——</u>
(2) the first two paragr	raphs shall read as follows:	
The City of Boerne, Texas in the County of Kendall, State of hereby promises to pay to the orderegistered assigns thereof, the Prinof March in each of the years and accordance with the following sch	der of the Registered Owner name of the Registered Owner name of the Registered Amount specified above so in principal amounts and bearing	owledges itself indebted to and med above (the <i>Holder</i> ), or the stated to mature on the first day
Years of Stated Maturity	Principal <u>Amounts (\$)</u>	Interest Rates (%)
(Information to l	be inserted from schedule in Sec	tion 2 hereof).

unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on or about September 25, 2025) or from the most recent Interest Payment Date (hereinafter defined) to which

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the

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interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*) commencing March 1, 2026.

Principal of this Bond shall be payable to the Holder, upon presentation and surrender to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of Zions Bancorporation, National Association (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding the Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

G. <u>Insurance Legend</u>. If bond insurance is obtained by the Issuer or the Purchasers (hereinafter defined), the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer to appear under the following header:

#### [BOND INSURANCE]

SECTION 9: <u>Definitions</u>. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, certain terms used in Sections 18 and 36 of this Ordinance have the meanings assigned to them in such Sections, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

- A. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, City Secretary, City Manager, Director of Finance, and/or City Secretary.
- B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.
- C. The term *Bonds* shall mean the \$\_,\_\_\_, "CITY OF BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025" authorized by this Ordinance.
- D. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment in full by the Purchasers.

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- E. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.
  - F. The term *Depository* shall mean an official depository bank of the Issuer.
- G. The term *Government Securities*, as used herein, shall mean: (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.
- H. The term *Holder* or *Holders* shall mean the registered owner, whose name appears in the Security Register, for any Bond.
- I. The term *Interest Payment Date* shall mean the date semiannual interest is payable on the Bonds, being March 1 and September 1 of each year, commencing March 1, 2026, while any of the Bonds remain Outstanding.
- J. The term *Issuer* shall mean the City of Boerne, Texas, located in the County of Kendall, Texas and, where appropriate, the Governing Body of the Issuer.
- K. The term *Ordinance* shall mean this ordinance adopted by the Governing Body of the Issuer on September 9, 2025.
- L. The term *Outstanding* when used in this Ordinance with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:
  - (1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
  - (2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 19 of this Ordinance; and

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- (3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 16 of this Ordinance.
- M. The term *Purchasers* shall mean the initial purchaser or purchasers of the Bonds named in Section 17 of this Ordinance.
- N. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on March 1 of each year the Bonds are Outstanding, as set forth in Section 2 of this Ordinance.

SECTION 10: <u>Bond Fund</u>; <u>Investments</u>. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "GENERAL OBLIGATION BONDS, SERIES 2025 INTEREST AND SINKING FUND" (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 18. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Ordinance may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

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SECTION 11: Levy of Taxes; Surplus Bond Proceeds. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds, and (ii) sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current fiscal year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The Governing Body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the Issuer.

Accrued interest received from the Purchasers of the Bonds shall be deposited to the Bond Fund and ad valorem taxes levied and collected for the benefit of the Bonds shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: <u>Security for Funds</u>. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 13: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer: (a) defaults in the payments to be made to the Bond Fund; or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 14: <u>Notices to Holders-Waiver</u>. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address

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of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

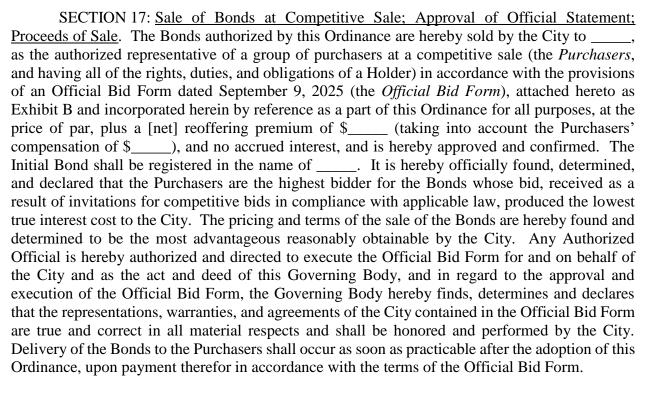
In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 15: <u>Cancellation</u>. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 16: Mutilated - Destroyed - Lost and Stolen Bonds. If: (i) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond; and (ii) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

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Proceeds from the sale of the Bonds shall be applied as follows:

- (1) Accrued interest, if any, on the Bonds received from the Purchasers shall be deposited into the Bond Fund.
- (2) The City received a [net] reoffering premium from the sale of the Bonds of \$\_\_\_\_\_ which is hereby allocated by the City in the following manner: (A) \$\_\_\_\_\_ to pay the Purchasers' compensation, (B) \$\_\_\_\_\_ to pay the costs of issuance, (C) \$\_\_\_\_\_ representing the rounding amount is to be deposited into the Bond Fund, and (D) the remaining \$\_\_\_\_ is allocated toward the City's voted authority and deposited as described in Paragraph (3) below.
- (3) The balance of the proceeds (including a portion of the [net] reoffering premium in the amount of \$\_\_\_\_ as described above and principal in the amount of \$\_\_\_\_ .00, totaling \$\_\_\_\_) derived from the sale of the Bonds (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Bonds. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Bonds pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11 of this Ordinance.

Furthermore, the City hereby ratifies, confirms, and approves in all respects (i) the City's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with SEC Rule 15c2-12, as amended (the *Rule*) and (ii) the use and distribution of the

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Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by an Authorized Official), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute the final Official Statement, dated September 9, 2025, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and/or City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchaser. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

#### SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. <u>Definitions</u>. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

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"Yield" of

- (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and
  - (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.
- B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Issuer shall comply with each of the specific covenants in this Section.
- C. <u>No Private Use or Private Payments</u>. Except to the extent that it will cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Bonds:
- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and
- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.
- D. No Private Loan. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or

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similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

- E. <u>Not to Invest at Higher Yield</u>. Except to the extent that it will cause the Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield on any Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, materially exceeds the Yield of the Bonds.
- F. <u>Not Federally Guaranteed</u>. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.
- G. <u>Information Report</u>. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.
- H. <u>Rebate of Arbitrage Profits</u>. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the Issuer complies with Subsection J of this Section:
  - (1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Bonds with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.
  - (2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.
  - (3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations,

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one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

- (4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.
- I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.
- J. <u>No Rebate Required</u>. The Issuer need not comply with the covenants and duties imposed by the provisions of Subsection H. of this Section if:
  - (1) the Issuer is a governmental unit with general taxing powers;
- (2) 95% of the Net Proceeds of the Bonds and all income from the investment thereof will be used for the governmental activities of the Issuer;
- (3) the aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be issued by the Issuer or any subordinate entity in the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and
- (4) the Issuer otherwise satisfies the requirements of paragraph (4)(c) of section 148(f) of the Code and Section 1.148-8 of the Regulations and rulings thereunder.

#### K. Bonds Not Hedge Bonds.

- (1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.
- (2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four (4) years or more.

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- L. <u>Elections</u>. The Issuer hereby directs and authorizes any Authorized Official, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.
- M. Qualified Tax-Exempt Obligations. The Issuer hereby designates the Bonds as qualified tax-exempt obligations for purposes of section 265(b) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2025 by the Issuer (including any subordinate entities) will not exceed \$10,000,000; and (c) the Issuer will take such action or refrain from such action as is necessary in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 19: <u>Satisfaction of Obligation of the Issuer</u>. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when: (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent; and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof (or if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable (if at all), the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal

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amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 20: Ordinance a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Issuer, and its successors and assigns, and it shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall: (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds; (ii) give any preference to any Bond over any other Bond; or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 21: Control and Custody of Bonds. The Mayor of the Issuer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas including the printing and supply of definitive Bonds and shall take and have charge and control of the Initial Bond pending its approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official, any or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be

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necessary for the issuance of the Bonds, the approval of the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the Issuer's Financial Advisors, Bond Counsel, and the Paying Agent/Registrar, to make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 22: <u>Printed Opinion</u>. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin and San Antonio, Texas, as Bond Counsel, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of initial delivery and payment for the Bonds. Printing of a true and correct reproduction of said opinions on the reverse side of each of the Bonds is hereby approved and authorized.

SECTION 23: <u>CUSIP Numbers</u>. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 24: <u>Benefits of Ordinance</u>. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, the Purchasers, and the Holders any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, the Purchasers, and the Holders.

SECTION 25: <u>Inconsistent Provisions</u>. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: <u>Governing Law</u>. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: <u>Effect of Headings</u>. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 28: <u>Severability</u>. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 29: <u>Public Meeting</u>. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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SECTION 30: <u>Authorization of Paying Agent/Registrar Agreement</u>. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Ordinance.

SECTION 31: <u>Incorporation of Preamble Recitals</u>. The recitals contained in the preamble to this Ordinance are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body of the Issuer.

SECTION 32: <u>Book-Entry-Only System</u>. The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (the *DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Register are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a Depository Participant) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption; or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that: (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter; (b) the Representation Letter shall be terminated for any reason; or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall

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notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 33: <u>Construction of Terms.</u> If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 34: <u>Unavailability of Authorized Publication</u>. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: <u>No Recourse Against Issuer Officials</u>. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the Issuer or any person executing any Bond.

#### SECTION 36: Continuing Disclosure Undertaking.

#### A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

*EMMA* means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) http://www.emma.msrb.org.

MSRB means the Municipal Securities Rulemaking Board.

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Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

*Undertaking* means the City's continuing disclosure undertaking, described in Subsections B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

### B. <u>Annual Reports.</u>

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 17 of this Ordinance, being the information described in Exhibit D hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within 180 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

### C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

### D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

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Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

### E. <u>Information Format – Incorporation by Reference.</u>

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

### F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential "underwriters" in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby

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adopts the General Policies and Procedures Concerning Compliance with the Rule (the "Policies and Procedures"), attached hereto as Exhibit E, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City's financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

#### SECTION 37: Reserved.

SECTION 38: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Official Bid Form, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to: (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance; (ii) obtain a rating from any of the national bond rating agencies; or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

#### SECTION 39: Reserved.

SECTION 40: <u>Issuer's Consent to Provide Information and Documentation to the Texas MAC</u>. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

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SECTION 41: <u>Effective Date</u>. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED AND ADOPTED by the Gove 9th day of September, 2025.	erning Body of the City of Boerne, Texas, this the
	CITY OF BOERNE, TEXAS
	Mayor
ATTEST:	
City Secretary	

(CITY SEAL)

## INDEX TO SCHEDULES AND EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Official Bid Form
Exhibit C	DTC Letter of Representations
Exhibit D	Description of Annual Financial Information
Exhibit E	General Policies and Procedures Concerning Compliance with the Rule

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## **EXHIBIT A**

Paying Agent/Registrar Agreement

See Tab No. \_\_\_

299383119.4 A-1

## **EXHIBIT B**

Official Bid Form

See Tab No. \_\_\_

299383119.4 B-1

## **EXHIBIT C**

DTC Letter of Representations

See Tab No. \_\_\_

299383119.4 C-1

#### **EXHIBIT D**

### Description of Annual Financial Information

The following information is referred to in Section 36 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- 1) The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
- 2) All quantitative financial information and operating data of the general type with included in the Official Statement under Tables numbered 1 through 6 and 8 through 15 and in Appendix B.

### **Accounting Principles**

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

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#### **EXHIBIT E**

### General Policies and Procedures Concerning Compliance with the Rule

- I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Ordinance. "Bonds" refer to the Bonds that are the subject of the Ordinance to which this Exhibit is attached.
- II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the "Effective Date"), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City's compliance with the Rule.
- III. The City is aware that the Rule was amended as of the Effective Date (the "Rule Amendment") and has accommodated this amendment by adding paragraphs (15) and (16) to Section 36 of the Ordinance, which provisions are a part of the Undertaking.
- IV. The City is aware that "participating underwriters" (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.
- V. The City now establishes the following general policies and procedures (the "Policies and Procedures") for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City's obligations under the Rule, the advice from and discussions with the City's internal senior staff (including staff charged with administering the City's financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the "Compliance Team"):
  - 1. the City Manager and the Director of Finance of the City (each, a "Compliance Officer") shall be responsible for satisfying the City's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
  - 2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City's information of the type described in Section 36 of the Ordinance;
  - 3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 36 of the Ordinance;

- 4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
- 5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
- 6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
- 7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and

the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any "participating underwriter" (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City's internal staff identified by the Compliance Officer to assist with the City's satisfaction of the terms and provisions of the Undertaking.

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B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2025-13; AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2024-18 AND ESTABLISHING AND REESTABLISHING FEES AND CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY THE CITY.
Contact Person	Sarah Buckelew, Finance Director
Background Information	The City's Fee Ordinance is reviewed each year to ensure fees remain aligned with the cost of providing services and the needs of our community. This annual process supports the City's financial sustainability while ensuring residents and businesses continue to receive high-quality services.  As part of the review, department heads evaluated current fees and
	submitted recommended updates where costs for materials, labor, or service delivery have changed. A draft fee schedule, included in the agenda packet, outlines all current fees along with the proposed changes and justifications.
	Following the first reading, staff revised Exhibit A to the ordinance to address liquor license requirements in response to Senate Bill 1008, which became effective September 1, 2025. This legislation prohibits municipalities from collecting a fee under the Alcoholic Beverage Code when a business has already paid a county food vendor fee. Staff reviewed Kendall County's food vendor permit listings against the City's active liquor license holders. Every active liquor license holder in the City is also registered as a county food vendor. As a result, Senate Bill 1008 prevents the City from collecting liquor license fees from these businesses moving forward. Accordingly, these municipal fees are now largely obsolete. While rare circumstances may arise in which a business could still qualify for a municipal liquor license, therefore staff will continue monitoring the law and recommend future amendments to the fee schedule if appropriate.
	If adopted by Council, the updated fee schedule will take effect October 1, 2025, in conjunction with the start of the Fiscal Year 2025-26 budget.

Strategic Alignment	C1 – Customer Experiences, F1 – Strategic, responsible, and conservative financial management, B1 – Utilizing data to drive smart decision making
Financial Considerations	The fee schedule helps the City recover the direct costs of services that are optional or used by specific groups. Changes to the schedule generally have a minimal overall budget impact, as revenues depend more on the number of services provided than on the fee amount itself. Anticipated changes in service demand have already been incorporated into the FY 2025–26 budget.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Ordinance No. 2025-13 Fee Schedule showing proposed changes Proposed FY26 Fee Schedule

#### **ORDINANCE NO. 2025-13**

AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2024-18 DATED SEPTEMBER 24, 2024, AND ESTABLISHING AND REESTABLISHING FEES AND CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY THE CITY; CONTAINING A PROVISION TO AUTHORIZE THE CITY MANAGER TO ESTABLISH FEES AND CHARGES IN CERTAIN CIRCUMSTANCES, CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR PUBLICATION

**WHEREAS**, the City Council of the City of Boerne, Texas, adopted Ordinance No. 2024-18 to establish fees and charges for activities, goods and services provided by the City; and

**WHEREAS**, it becomes necessary from time to time to make certain changes in said ordinance;

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

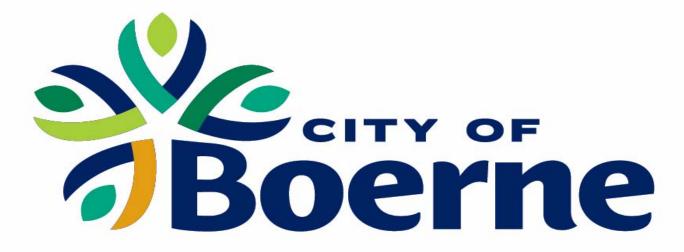
That Ordinance No. 2024-18 is repealed and replaced by the following ordinance:

- **Section 1:** The City Council does hereby establish and reestablish the fees and charges shown in the attached Exhibit A, which is hereby incorporated into this ordinance by this reference for all purposes.
- **Section 2**: Each of the fees and charges shown in the attached Exhibit A shall take effect on October 1, 2025, upon passage and approval of this ordinance and the caption shall be published, as the law and charter in such cases provide.
- **Section 3:** In the case of any activity, goods or services provided by the City for which there is an out-of-pocket cost to the City, or for which a fee or charge has traditionally been collected, the City Manager is authorized to establish and reestablish fees and charges, but only in those circumstances in which a fee or a charge is not prescribed in Exhibit A to this ordinance. In prescribing fees and charges, the City Manager shall first determine the cost to the City of providing the activity, goods or services, and the fees or charges established shall be as equivalent as practicable to such cost.
- **Section 4:** All ordinances and parts of ordinances in conflict herewith are hereby amended. Any current fee or future fee not covered in the scope of this ordinance shall not be in conflict with this ordinance.
- **Section 5:** If any word, phrase, clause, sentence, paragraph, section or other part of this ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance and the application of such word, phrase, clause, sentence, paragraph, section or other part of this ordinance to any other persons or circumstances shall not be affected thereby.

**Section 6:** The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this ordinance was discussed, considered or acted upon was given in the manner required by the Open Meetings Law, TEX. REV. CIV. STAT. ANN. Art. 6552-17, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

	PASSED and APPROVED on first reading this the 26 day of August, 2025.		
	PASSED, APPROVED and ADOPTED on seconded reading this day of		
2025.			
		APPROVED:	
ATTES	ST:	Mayor	
City Se	ecretary		
APPR	OVED AS TO FORM:		
City At	ttorney		

# **EXHIBIT A**





Municipal Fee Schedule
Effective October 1, 2025

## **Table of Contents**

Municipal Fee Schedule Effective October 1, 2025

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## ADMINISTRATION



FEE DESCRIPTION	UNIT FEE	FEE
Acquiescence To Encroachment Request (Easements, Rights-of- Way, Etc.)	Per Request	\$127.00
Variance Request - All Ordinances Not Specifically Identified	Per request per item	\$127.00
Temporary Use Permit	Per request	\$127.00
Peddler's Registration Fee	Per request per item	\$127.00
Special Event - Main Street and State Highway Closure	Actual cost of barricades and city personnel	\$0.00
Return Check, ACH, and/or Credit Card	Per occurence	\$37.00

## ANIMAL CONTROL



FEE DESCRIPTION	UNIT FEE	FEE
	1 year dog or cat	\$10.00
Registration and Tag (Fertile) Fee	3 year dog or cat	\$31.00
	additional postage fee if registration is mailed	\$5.00
	1 year dog or cat	\$5.00
Registration and Tag (Spayed or Neutered) Fee	3 year dog or cat	\$15.00
	additional postage fee if registration is mailed	\$5.00
Tag Replacement Charge	Per request	\$5.00
Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on	1st offense if current on rabies vaccination	\$26.00
rabies vaccination  2nd offense	1st offense if not current on rabies vaccination	\$53.00
3rd offense	2nd offense	\$74.00
	3rd offense	\$100.00
Daily Boarding Fee	per day	\$12.00
Quarantine Fee	Impound fee	\$53.00
Qual antille Fee	per day	\$12.00
Lease Trap	Per day	\$1.00
	Deposit	\$58.00

## ANIMAL CONTROL



FEE DESCRIPTION   UNIT FEE   FEE	FEE DESCRIPTION	UNIT FEE	FEE

	Dogs needing spay/neuter	\$120.00
	Transport Box	\$5.00
Adoption Fee	Cats/kittens needing spay/neuter	\$100.00
	Dogs/cats spayed/neutered prior to arrival	\$80.00
Microchip	each	\$21.00
Owner Surrender	Each Animal	\$60.00
Owner Surrender - Mother with	Mother	\$60.00
Litter	Per each puppy/kitten	\$25.00
Kennel Permit Fee	Per year	\$111.00
Specimen Submission	Per specimen to be tested for rabies	\$42.00

# CEMETERY



FEE DESCRIPTION	UNIT FEE	FEE
Lot Sale		\$3,000.00
Infant Lot		\$120.00
Endowment Fee on Lot Sale	Regular lot	\$300.00
Endowment ree on Lot Sale	Infant lot	\$50.00
Endowment Fee to Open and Close Infant Lot		\$50.00
Endowment Fee to Open and Close at Each Interment		\$300.00
Cemetery Urn Garden Niche	Single niche	\$1,140.00
Cemetery Urn Garden Niche	Double niche	\$2,400.00
Cemetery Urn Garden Niche	upon purchase	\$120.00
Sale Endowment	upon each inurnment	\$240.00

Cemetery 211

## ELECTRIC CONNECTION FEES



FEE DESCRIPTION	UNIT FEE	FEE
Single Phase And Three Phase Underground Primary Extension: Residential, Commercial, Industrial	Actual cost	
Single Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00
Three Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00
Single Phase Overhead Primary Extension; All Classes	Actual cost	
Three Phase Overhead Primary Extension; All Classes 4/0 Acsr	Actual cost	
Single Phase Overhead Secondary Service; All Classes, 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and tranformer (iff applicable)	\$249.00
Single Phase Overhead Secondary Service; All Classes, 320 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$461.00
Three Phase Overhead Secondary Service; All Classes 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$710.00
Meter Bank* Single Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00
Meter Bank* Three Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00

## ELECTRIC CONNECTION FEES



FEE DESCRIPTION	UNIT FEE	FEE
Additional Single Phase Secondary Service Added To An Existing Service 200 Amp Maximum	Per service	\$233.00
Additional Three Phase Secondary Service Added To An Existing Service, Or Single Phase Service Added To A Three Phase Service 200 Amp Maximum	Per service	\$610.00
Secondary Service With Ct Metering, Single Phase; Over 320 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$822.00
Secondary Service With Ct Metering, Three Phase; Over 200 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$1,034.00
5:5: "	4s or 9s	\$530.00
Bi-Directional Meter	2s	\$212.00
Temporary Service 100 Amp Maximum (Construction Service)	Customer supplies and installs all temporary meter pole materials and equipment	\$47.00
Meter/Service Pole Installation		\$450.00
Meter/Service Pole Removal		\$300.00
Meter/Service Pole Replacement		\$750.00
Relocate Poles, Lines Or Service At Customer Request	Actual cost	

## ELECTRIC CONNECTION FEES



FEE DESCRIPTION	UNIT FEE	FEE
Increase Service Size, Or Type, At Customers Request	New service fee	
All Special Electric Services And Special Applications Not Covered Above	Actual cost	
Repair Service Damaged By Construction	Actual cost - minimum	\$500.00

## ENGINEERING & MOBILITY



Premature Work Charge (Starting Before a Permit is Issued)	% of original permit fee	200%
Infrastructure Acceptance Agreement Processing Fee		\$1,000.00
City Attorney Review Fee of Financial Guarantees on Forms Other Than City Standard		\$300.00

**UNIT FEE** 

### **Review Fees**

FEE DESCRIPTION

Public Works Infrastructure Document Review	Per hour, 1 hour minimum	\$70.00
Infrastructure Documents LOC Application Fees (Amending Plats Only)		\$550.00
Infrastructure Documents LOC Application Fees	Plus \$50/Acre or lot, whichever is greater	\$2,200.00
TIA Consistency Worksheet Review		\$300.00
Traffic Impact Analysis Review (Level 1)		\$1,100.00
Traffic Impact Analysis Review (Level 2)		\$1,700.00
Traffic Impact Analysis Review (Level 3)		\$2,200.00
Land Study Drainage Study Review (Tier 2 & 3)		\$275.00
Drainage Study Conformance Letter Review		\$275.00
Drainage Study Review (Tier 1 Using Letter Other Than City Standard)		\$100.00
Drainage Study Review (Tier 2)		\$2,750.00

# ENGINEERING & MOBILITY



FEE DESCRIPTION	UNIT FEE	FEE
Drainage Study Review (Tier 3)		\$3,300.00
Drainage Study Revision Review (Any Tier Greater Than 3 Rounds of Review, per Review)		\$1,700.00
LID Plan Review		\$1,800.00
CLOMR Review		\$4,300.00
LOMR without CLOMR Review		\$5,500.00
LOMR with CLOMR Review		\$3,100.00
LOMA, CLOMR-F & LOMR-F Review		\$550.00
Major Thoroughfare Amendment Application Fee		\$2,000.00

### **Permit Fees**

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Floodplain Development Permit (Individual Residential Lot)		\$100.00
Floodplain Development Permit (Development, Commercial, Other)		\$300.00
Grading Permit Fee		\$300.00
	Per acre	\$30.00
Construction Release Permit Fee		\$600.00
	Per acre	\$30.00
Right-of-Way Construction Permit Fee (S.F. Residential)		\$60.00
Right-of-Way Construction Permit Fee (Other Than S.F. Residential)		\$250.00

# ENGINEERING & MOBILITY



FEE DESCRIPTION

**UNIT FEE** 

FEE

#### **Inspection Fees**

Infrastructure Inspection	% of engineering opinion of probable construction cost	1%
Infrastructure Re-inspection		\$60.00
Infrastructure Inspection Overtime (After Hours/Holiday/Weekend)	Per hour, (minimum 4 hours for weekend/holiday)	\$60.00
Infrastructure Inspection No- Show Fee		\$125.00

# LAW ENFORCEMENT



FEE DESCRIPTION	UNIT FEE	FEE
Accident Reports		\$6.00
Fingerprints (Non-Resident)	Digital prints	\$30.00
	Ink cards	\$10.00
Use of City Police Car For Traffic Control - Other Than City	First hour	\$42.00
Sponsored Event	Every hour thereafter	\$10.00
Offense Reports	Per page	\$0.10
Tow Truck Rotation Fee	Per city tow - billed monthly	\$10.00

# FIRE AND RESCUE SERVICE



FEE DESCRIPTION	UNIT FEE	FEE
Engine Response	Per hour	\$466.00
Aerial Truck Response	Per hour	\$582.00
Tender Response	Per hour	\$466.00
Brush Truck Response	Per hour	\$466.00
Heavy Rescue Response	Per hour	\$466.00
Boat Response	Per hour	\$466.00
AFFF Foam	Per gallon	\$53.00
Class A Foam	Per gallon	\$26.00
SCBA Pack	Each	\$106.00
Absorbent	Per bag	\$21.00
Absorbent Booms	Each	\$42.00
Disposable Coveralls	Each	\$31.00
Neoprene Gloves	Per pair	\$26.00
Over Boots	Per pair	\$26.00
Gas Plug Kit	Each	\$79.00
Plug and Dike Equipment	Each	\$79.00
Drum Liners	Each	\$10.00
Barricade Tape	Each	\$10.00
Poly Sheeting	Each	\$53.00

# FIRE AND RESCUE SERVICE



FEE DESCRIPTION	UNIT FEE	FEE
	Per 1 gallon	\$31.00
Micro-Blaze	Per 5 gallons	\$148.00
Level A Hazmat Suit	Each	\$663.00
Level B Hazmat Suit	Each	\$275.00
Chemical Boots	Per pair	\$26.00
95 Gallon Overpack Drum	Each	\$164.00
55 Gallon Overpack Drum	Each	\$90.00
35 Gallon Overpack Drum	Each	\$53.00
5 Gallon Overpack Drum	Each	\$10.00
Motor Vehicle Incidents Level 1	Per Incident up to 3 hours	\$506.00
Motor Vehicle Incidents Level 2	Per incident	\$576.00
Motor Vehicle Incidents Level 3	Per incident	\$704.00
Extrication Add-on	Per incident	\$1,520.00
Landing Zone	Per Incident	\$465.00
HAZMAT Level 1	Per Incident up to 3 hours	\$816.00
HAZMAT Level 2	Per Incident up to 3 hours	\$2,913.00
HAZMAT Level 3	Per Incident up to 3 hours	\$6,875.00
HAZMAT Additional Hours	Per hour	\$336.00
Water Incidents Level 1	Per incident	\$466.00
Water Incidents Level 2	Per incident	\$932.00

# FIRE AND RESCUE SERVICE



FEE DESCRIPTION	UNIT FEE	FEE

Water Incidents Level 3	Per incident	\$2,334.00
Water Incidents Level 4	Per rescuer, per hour	\$58.00
HAZMAT Itemized Reponse	Per HAZMAT responder, per hour	\$117.00
Chief Response	Per hour	\$290.00
Specialized Rescue	Follow apparatus type/rescuer rates	
Structure Fires	Follow apparatus type rates	
Vehicle Fire	Per incident	\$704.00
Gas Leak Level 1	Per hour (Engine)	\$466.00
Gas Leak Level 1	Per hour (Truck)	\$582.00
Gas Leak Level 2	Per hour (Engine)	\$748.00
Gas Leak Level 2	Per rescue person, per hour	\$58.00
Gas Leak Level 3	Per hour (Engine)	\$932.00
Gas Leak Level 3	Per rescue person, per hour	\$58.00
Fire Investigation Team	Per hour	\$321.00

### GAS SERVICE



FEE DESCRIPTION	UNIT FEE	FEE
	Plus the actual cost of pipe.	

New Tap And 1 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft	\$730.00
New Tap And 2 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft.	\$916.00

#### Meter Charges And New Meters Added To Existing Services. Size Up To:

275 CFH		\$304.00
425 CFH		\$657.00
880 CFH		\$1,530.00
1000 CFH		\$1,903.00
3000 CFH		\$2,150.00
5000 CFH		\$2,750.00
7000 CFH		\$3,290.00
11000 CFH		\$3,850.00
All Special Gas Services And Other Applications Not Covered Above	Actual cost	
Repair Service Damaged By Construction	Actual cost - \$500 minimum	

Gas Service 222

# FIRE MARSHAL



FEE DESCRIPTION	UNIT FEE	FEE
Fire Sprinkler Installation	Permit fee	\$328.00
	Per head	\$0.69
Fire Sprinkler Modification	Up to 20 heads	\$132.00
Fire Alarm Installation	Permit fee	\$328.00
FII & Alai III III Stallation	Per head	\$0.69
Fire Alarm Modification	Up to 10 devices	\$132.00
Alternative Fire Protection System Installation		\$360.00
Third Party inspection for fire alarm, sprinklers, equipment, etc.	Actual Costs	
Third Party plan review for fire protection systems with a valuation over \$500,000	Actual Costs	
Hood Suppression Systems (Installation)	Permit fee	\$196.00
Above Ground Storage Tanks Installation	Permit fee	\$397.00
Underground Storage Tanks Installation	Permit fee	\$397.00
Standpipes Installation	Permit fee	\$132.00
Paint/Spray Booth Installation		\$328.00
Fire Apparatus Access Road Gate Installation		\$132.00
Underground Fire Line Installation	Permit fee	\$300.00
Underground Fuel Storage Tank Removal		\$328.00
Working Without a Permit	Double the permit fee	

Fire Marshal 223

FIRE MA	RSHAL	SERNE FIRE MARSHAL
FEE DESCRIPTION	UNIT FEE	FEE
Re-Inspection Fee		\$84.00
State Licensed Facility Fees:		
Daycare Facilities	Annually	\$100.00
Nursing Homes	Annually	\$196.00
Hospitals	Annually	\$265.00
In-Home Facilities	Annually	\$63.00
Operational Permit Fees:		
Exhibits and Trade Shows	Per event	\$63.00
Hazardous Materials	Annually	\$164.00
Cutting and Welding	Per event	\$26.00
Open Flames/Torches	Per event	\$26.00
Hot Work Operations	Per event	\$26.00
Carnivals and Fairs	Per event	\$63.00
Explosives	Annually	\$196.00
Fireworks Displays	Per event	\$164.00
Liquid or Gas-Fueled Vehicles/Equipment in Buildings	Annually	\$53.00

Fire Marshal 224

# FIRE MARSHAL



FEE DESCRIPTION	UNIT FEE	FEE
Repair Garages and Motor Fuel Dispensing Facilities	Annually	\$164.00
Fumigation and Fogging	Per event	\$26.00
Tent Permit - Temporary Use <180 days	Per event	\$26.00
Tents and Modular Structure Permit - Use > 180 Days	Valid for 365 days	\$100.00
Flammable and Combustible Storage	Annually	\$164.00
Misc. Combustible Storage	Annually	\$164.00
Amusement Buildings	Annually	\$164.00
Storage of Scrap Tires	Annually	\$498.00
Dry Cleaning Plants	Annually	\$53.00
High-Piled Storage	Annually	\$84.00
Compressed Gases	Annually	\$164.00
Electrical Energy Storage Systems		\$159.00
Emergency Responder Radio Communication System		\$265.00

Fire Marshal 225

# LIQUOR LICENSES & PERMITS



FEE DESCRIPTION	UNIT FEE	FEE

Wine Retailer's on Premise	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Malt Beverage Retailer's On Premise Permit	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Wine & Malt Beverage Retailer's Off Premise	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Malt Beverage Retailer's Off Premise Permit	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Package Store	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Local Distributor's Permit	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Wine Only Package Store	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Mixed Beverage (4th Year)	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Brew Pub License	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.

# LIBRARY FEE DESCRIPTION UNIT FEE FEE

Out-of-County Library Card	Per household	\$25.00
Notary Public Fee	Per Item	\$7.00
Administering an Oath	Per Oath	\$5.00
Overdue Books	Per day per book	\$0.25
Overdue DVD's, CD's, Playaways	Per day per item	\$0.25
Overdue Interlibrary Loan Material	Per day per item	\$0.25
Overdue Devices	Per day per item	\$0.25
Individual Deposit on Audio- Visual Equipment		\$100.00
Lost Materials or Damaged	Cost of replacement	
Beyond Repair	Plus service fee for processing, cataloging and/or postage	\$5.00
Interlibrary Loan Requests	Cost of return postage plus any fees set by lending library	
Replacement of Lost Card		\$1.00
Copies and Computer Printouts (Including Wireless Access)	Black and white	\$0.25
	Color	\$1.00
Community Room Use (For- Profit Groups)	Per hour (minimum 2 hours)	\$55.00
Community Room Use Security Deposit (For-profit and not-for- profit groups)		\$150.00

Library 227

# LIBRARY FEE DESCRIPTION UNIT FEE FEE Conference Room Use (For-Profit Groups) Per hour \$30.00 Students (primary, secondary, college) \$10.00 Professionals \$25.00

Library 228



FEE DESCRIPTION	UNIT FEE	FEE

#### **Contractor:**

Contractor Registration - New - (For Contractors Not Required to	For Homestead Properties	\$100
Register With The State)	For all other Properties	\$150
Contractor Registration - Annual Renewal	For Homestead Properties	\$50
	For all other Properties	\$100

#### **Building:**

New Construction Permit Fee (One-Two Family Dwelling)	Per sq. ft	\$0.38
New Construction Permit Fee	Per sq. ft. for the first 5,000 sq. ft.	\$0.53
Commercial/Other	Additional per sq. ft. over 5,000	\$0.15
Remodeling and Repair Permit Fee (One-Two Family Dwelling)	Per sq. ft.	\$0.53
Remodeling and Repair Permit Fee (Non-residential)	Each	\$26.00
	Per \$1,061.00 in construction value	\$5.00



FEE DESCRIPTION	UNIT FEE	FEE
Roof Permit Fee		\$111.00
Fence or Wall Permit Fee	Residential	\$40
T GHOO OF TVAIL F OFFICE OF	Commercial	\$100
Building Moving Permit Fee		\$84.00
New Lawn Irrigation Permit Fee		\$26.00
Demolition Permit Fee	Residential 1-2 family dwelling	\$53.00
Demondon Fermit Fee	Other than 1-2 family dwelling	\$106.00
Flatwork		\$111.00
Parking Lot Permit		\$222.00
Swimming Pool Permit Fee	Application fee	\$31.00
Chiming 1 doi 1 dinik 1 do	Per \$1,000 in construction value	\$4.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	Of original permit fee	200%
Residential/Commercial Sidewalk Inspection Fee		\$5.00
Residential Driveway Approach Inspection Fee		\$10.00
Commercial Parking Lot Inspection Fee		\$15.00
Reinspection Fee		\$100
Permit Renewal Fee	Of original per fee	53%
Plan Checking Fee - In House	In-house: % of permit fee Outsourced: Actual city cost	53%
Valet Parking Permit Fee		\$53.00



FEE DESCRIPTION	UNIT FEE	FEE
Valet Parking Permit Annual Renewal Fee		\$26.00

#### Electrical:

Liectricai.		
Residential Permit Application Fee		\$31.00
Commercial Permit Application Fee		\$42.00
Furnace Units Permit Fee	each	\$10.00
A/C Units Permit Fee	each	\$10.00
Meter Loop Permit Fee	each	\$10.00
Service Permit	each	\$26.00
Outlet or Light Fixture Permit Fee	each	\$1.00
Appliance Permit Fee	each	\$2.25
Motor Permit Fee	each	\$8.00
Solar Panel Fee	each	\$79.00
Cell or Antenna Tower Fee	each	\$26.00
Minimum Permit Fee	each	\$21.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	53%

Heating, Ventilation and Air Conditioning:

FEE DESCRIPTION



Residential Permit Application Fee		\$31.00
Commercial Permit Application Fee	Per floor	\$42.00
Heating or Air Conditioning Permit Fee	Per unit	\$24.00
Refrigeration Permit Fee (Commercial)	Per unit	\$47.00
Local Vent Outlet Permit Fee	Each	\$2.00
Minimum Permit Fee		\$21.00
Premature Work Charge (Starting Before a Permit has Been Issued)	% of original permit fee	212%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	50%

**UNIT FEE** 

#### **Plumbing and Gas:**

Permit Application Fee		\$31.00
Commercial Permit Application Fee	Per floor	\$42.00
House Sewer (New or Repair)	Per 100 feet	\$10.00
Gas Piping	Per outlet	\$3.50
Fixture or Outlet Permit Fee	Each	\$3.75
Mercury Gas Test Permit Fee	\$ Fee for each, plus permit fee	\$25.00

FEE DESCRIPTION



Grease Trap Permit Fee	Each	\$26.00
Water Piping (New or Repair) Permit Fee	Per 100 feet	\$10.00
Irrigation System Permit Fee	Per head	\$1.50
Vacuum Breakers or Backflow Preventers Permit Fee	Each	\$5.00
	Residential	\$37.00
Drip Irrigation System Permit Fee	Commercial	\$42.00
Floor/Mop Sink/Fountain Permit Fee		\$5.00
Minimum Permit Fee		\$21.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	50%

**UNIT FEE** 

Signs:

Permit Application Fee	Non-Electrical	\$100
	Electrical	\$125
Commercial Advertising Sign Permit Fee	Per sq. ft. of sign face	\$2.25
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	212%

FEE DESCRIPTION



Reinspection Fee		\$100
Permit Renewal Fee	% of original permit fee	53%
Variance		\$500
Banner Permit		\$50.00

UNIT FEE

#### Miscellaneous:

Same Day Inspection Fee		\$150.00
After Hours Inspection Fee	Per hour, 2 hour minimum	\$150.00
T-Pole (in addition to meter loop)		\$50
Certificate of Occupancy not associated with a permit		\$250
Extension of permit	% of Permit Fee	50%
Plan review of onsite horizontal improvements		Actual Costs
Inspection of onsite horizontal improvements		Actual Costs
Site Development Permit Fee	Per acre or per lot, whichever is	\$1,100
	greater	\$30



FEE DESCRIPTION	UNIT FEE	FEE

Deily Deal Adminsion Fee	City resident	\$4.00
Daily Pool Admission Fee	Non-resident	\$5.00
Pool Season Pass	City resident - for 25 pass punch card	\$75.00
Pool Season Pass	Non-resident - for 25 pass punch card	\$100.00
Swimming Lessons	City resident - per session	\$60.00
Swimming Lessons	Non-resident - per session	\$75.00
	City resident	\$350.00
Private Pool Parties (Under 50 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$400.00
Private Peel Parties (50.00	City resident	\$425.00
Private Pool Parties (50-99 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$475.00
	City resident	\$475.00
Private Pool Parties (100-149 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$525.00
	City resident	\$525.00
Private Pool Parties (150-199 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$575.00
D-:	City resident	\$575.00
Private Pool Parties (200+ Attendees)	Non-resident No retunds for cancellation unless due to bad weather	\$625.00
Day Time Pool Party	For 25 people max 2 hours	\$125.00
Disc Golf Tournament Fee	Per participant	\$5.00
	Minimum per tournament)	\$50.00



FEE DESCRIPTION	UNIT FEE	FEE

	Class A event: single day event with attendance estimated less than 500	\$50.00
Special Event Permit Fee Non-Refundable Administrative	Class B event: multiple day event or event with attendance estimated between 500 and 1,000	\$210.00
Fee	Class C event: event with attendance estimated at more than 1,000 people	\$315.00
	Class D event: parade or street closure - requires a \$1,000 refundable damage deposit	\$525.00
Park Maintenance Fee	Per man hour	\$50.00
	Per participant	\$5.00
	Per participant for charitable non- profits	\$2.50
Athletic Special Event Fee	Additional fee per participant if using City Lake Park during peak season. Fee is charged it utilizing city facilities for triathlons, runs, etc. Other park fees may apply. Events at lake will require the pavilion be rented as well.	\$10.00
Special Events Deposit	Per event (includes all city facilities and property)	\$310.00
	Weekdays city resident - per day	\$50.00
	Weekdays non-resident - per day	\$65.00
Northrup Park Pavilion Daily Rental	Weekends city resident - per day	\$150.00
	Weekends non-resident - per day Cancellation fee - less than 2	\$175.00
	Cancellation fee - less than 2 weeks - damage deposit fee refundable only No shows/no refund \$200 refundable damage deposit required	



FEE DESCRIPTION	UNIT FEE	FEE

	<u>,                                      </u>	
Northrup Park Pavilion Hourly	City residents - per hour - max of 3 hours in a 24-hour period	\$20.00
Rental	Non-residents - per hour - max of 3 hours in a 24-hour period	\$25.00
Valleyball Court Decemention	Per court for 2 hours	\$25.00
Volleyball Court Reservation	Full day rental (includes all three courts)	\$150.00
	Per field per day	\$150.00
	Per field deposit to reserve	\$50.00
	Refundable damage deposit	\$100.00
Northrup Athletic Park Tournament/Camp Rental	Full complex rental on first day	\$2,200.00
	Rental for second day - required if renter plans to charge a gate fee	\$1,800.00
Park Vendor Permit	City resident - per participant	\$10.00
Park Vendor Permit	Non-resident - per participant	\$50.00
Non-City Sponsored Athletic	City resident - per participant	\$10.00
League Facility Use Fee	Non-resident - per participant	\$50.00
	City resident - per field per hour.  Max of 2 hours per 24 hour  period	\$20.00
Sports Field Rental	Non-resident - per field per hour.  Max of 2 hours per 24 hour  period	\$40.00
	Refunds - only when the city closes the fields	
Veterans Park User/Maintenance Fee	Special use of this park must be approved by the City Manager or his designee through the Park and Recreation Office	



FEE DESCRIPTION UNIT FEE FEE	FEE DESCRIPTION	UNIT FEE	FEE
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Boerne City Lake Access	Weekday parking pass: city resident	Free
	Weekday parking pass: non- resident	\$10.00
	Weekend parking pass: city resident	Free
	Weekend parking pass: non- resident	\$15.00
	Holiday parking pass: city resident	Free
	Holiday parking pass: non- resident	\$20.00
	Season pass: city resident	Free up to 2 vehicles, \$25.00 per additional vehicle
	Season pass: non-resident	\$125.00, \$25.00 per additional vehicle



FEE DESCRIPTION	UNIT FEE	FEE

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Boerne City Lake Access Senior Citizens (65 And Over) Military - Active And Retired/	Daily parking pass - any day	\$5.00
	Season pass	\$75.00
Disabled Citizens	Per additional pass	\$25.00
Boerne City Lake Access - Disabled Veterans	Free entry for 60% or more disabled veterans	
	Daily rental - weekday Monday - Thursday	\$100.00
	Refundable damage deposit fee	\$100.00
Boerne City Lake Park Group Pavilion Rental	Daily rental - weekend - Friday - Sunday	\$250.00
	Refundable damage deposit fee	\$200.00
	Holiday	\$500.00
	Refundable damage deposit fee	\$500.00
	All non-residents will be charged a gate fee	
	Cancellation fee: less than 2 weeks prior to event	damage deposit fee refundable only
	No shows/no refund	refundable damage deposit required



FFF DECODINATION	LINUT SEE	eee
FEE DESCRIPTION	UNIT FEE	FEE

	Weekday rental - city resident	\$200.00
	Weekday rental - non-resident	\$250.00
	Weekend rental - city resident	\$350.00
	Weekend rental - non-resident	\$500.00
Main Plaza & City Parking Lots	Additional charge of \$25.00 per vendor when applicable. Fees are discounted by 50% for charitable non-profit organizations. (IRS Determination Letter must be provided.) In addition to current fee Main Plaza Special Event Damage Deposit Fees - \$1000.00. Cancellation Fee: Less than 2 weeks prior to event-damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.	<b>4</b> 333333
City Parks-Deposit For Short Term License Agreement		\$1,040.00
City Parks-License Fee For Uses Requiring A Short Term Lease Agreement	Per day	\$1,040.00
Public Film Permit	Per day	\$50.00
Public Film Project Expenses	Fees will be established for each filming project based on the costs assoicated with the project	
Athletic & Recreational Programs	Fees will be established for each program based on the costs associated with the program	
Water Works Terrace - With Main Plaza Rental	Weekday - city resident	\$25.00
Water Works Terrace - With Main Plaza Rental	Weekend - city resident	\$50.00
Water Works Terrace - With Main Plaza Rental	Weekday - non-resident	\$50.00
Water Works Terrace - With Main Plaza Rental	Weekend - non-resident	\$75.00
Water Works Terrace - Without Main Plaza Rental	Weekday - city resident	\$50.00



\$50.00

FEE DESCRIPTION	UNIT FEE	FEE
Water Works Terrace - Without Main Plaza Rental	Weekend - city resident	\$75.00
Water Works Terrace - Without Main Plaza Rental	Weekday - non-resident	\$75.00
Water Works Terrace - Without Main Plaza Rental	Weekend - non-resident	\$100.00
Water Works Terrace	Cancellation fee - less than 2 weeks prior to event	damage deposit fee refundable only
Water Works Terrace	No shows	no refund
	Per field per day	\$150.00
	Set fee per field	\$200.00
City Park Tournament/ Camp	Refundable security deposit per field	\$50.00
Field Rental	Cancellation Fee: Less than 2 weeks - damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.	
	Weekday rental - resident	\$210.00
	Weekday rental - non-resident	\$315.00
	Weekend rental - resident	\$420.00
	Weekend rental - non-resident	\$525.00
	Additional charge per vendor when applicable	\$10.00
Amphitheater	Fees are discounted by 50% for charitable non-profit organizations (IRS Determination Letter must be provided)	
	In addition to current fee Special Event Damage Deposit Fees: 1 to 100 participants - \$210 deposit. 101 to 500 participants - \$315 deposit. Cancellation Fee: 2 weeks prior to rental - \$25 admin. fee Less than 2 weeks - 25% of rental plus \$25 administrative fee. No shows/ no refund.	
Amphitheater Stage Lighting		\$155.00

Plus per hour labor fee

Amphitheater Stage Lighting

# PLANNING & DEVELOPMENT



FEE DESCRIPTION	UNIT FEE	FEE
Re-Zoning Application Fee		\$1,000
	New	\$1,000
Special Llee Permit	Extension	\$500
Special Use Permit	Major Amendment	\$1,000
	Minor Amendment	\$100
Administrative/Land Use Determination		\$570
Zoning Verification Letter		\$100
	Per lot for homestead property	\$1,141
Vested Rights Determination	plus attorney fees for multiple lot/residential subdivision, multifamily or commercial properties	\$2,852
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee
Land Study		\$570
March David Charles	Base Fee Plus	\$2,281
Master Development Plan (MDP)	Per acre	\$115
Master Development Plan (MDP)	Major Amendment	\$1,141
Amendment	Minor Amendment	\$570
Subdivision/Replat application	Per plat plus	\$741
fee (Preliminary Plats, Final Plats, Etc.)	Per lot	\$115
Minor Development Plat Application		\$400
Major Development Plat Application	Per plat plus	\$741
	Per lot	\$55

# PLANNING & DEVELOPMENT



FEE DESCRIPTION	UNIT FEE	FEE
Amending Subdivision Plat Application Fee		\$500
Cluster Development District (CDD)		\$1,000
Planned Development District (PDD)		\$1,000
Planned Unit Development (PUD)		\$1,000
Planned Unit Development or Planned Development District (PUD/PDD) Budget Review		Actual cost of consultant
Park Land Dedication		As determined by UDC
Plat Expiration Extension		\$1,141
Plat Waiver		\$551
Plat Vacation Application Fee		\$401
Tree Preservation Review And Inspection		Actual cost of consultant
Tree Removal		\$164.00
	Standard tree in TC	\$50.00
Mitigation For Tree Removal	Legacy tree in TC	\$105.00
	Heritage tree in TC	\$210.00
	Standard tree in TC	\$105.00
Mitigation For Tree Removal Within A Drainage Protection Zone	Legacy tree in TC	\$210.00
20110	Heritage tree in TC	\$305.00
Tree Removal Violation Or Tree Mortality Violation	P/circumference inch or replacement - no more than \$1,000.00 p/day	\$250.00

# PLANNING & DEVELOPMENT



FEE DESCRIPTION	UNIT FEE	FEE
Subdivision Variance	Each	\$500
Application for Design Review	Certificate of Approval	\$230
Committee (DRC)	Sign Variance	\$500
Application for Historic Landmark	Sign	\$150
Commission (HLC)	Other	\$250
Thoroughfare Plan Amendment		\$1,000
Master Sign Agreement		\$250 plus recording fees
Short-Term Rental Permit Fee		\$200.00
Short-Term Rental Inspection Fee		\$100.00
Development Agreement Fee		\$2,500 plus \$200/acre (max \$7,500), plus attorney fee
Development Agreement Amendment		\$2,000 plus \$100/acre (max \$5000), plus attorney fees
Incentive Agreement		\$9,300 plus attorney fees
Low Income Housing Tax Credit (LIHTC) Project (Consideration)		\$1,000 plus \$100/ acre (max \$5,000)
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee
Kendall County Recording Fees		Actual cost as determined by the County Clerk's Fee Schedule currently in effect
Annexation Petition by Property Owner		\$700
All Board or Committee Appeals (not specified elsewhere)	Each	\$500
All Administrative Appeals (not specified elsewhere)	Each	\$500

# PUBLIC RECORDS & DOCUMENTS



FEE DESCRIPTION	UNIT FEE	FEE
Copies - 50 Pages Or Less	Per page	\$0.10
Copies - More Than 50 Pages Or If Information Requested Is Located In More Than One	Actual copy charge plus personnel per hour	\$15.00
Building Or In A Remote Storage Facility	Overhead of personnel charge	20%
Printed Copies - Large Format - Black & White 18"X 24" 24" X 36" 30" X 42"	Actual cost	
Printed Copies - Large Format - Color 18"X 24" 24" X 36" 30" X 42"	Actual cost	
Scanning - Large Format	Actual cost	
Non-Standard Size Copies	DVD	\$1.00
	USB drive	\$1.00
0 4 5 01	PC or LAN - per hour	\$2.00
Computer Resource Charges	Programming time - per hour	\$28.50
Postage and Shipping	Actual cost	
Certify A Document	Per certification	\$2.00

# UTILITIES



FEE DESCRIPTION	UNIT FEE	FEE
Garbage Billing/Collection Fee	Per customer per month	\$1.00
Garbage - Brush Collection - Monthly Fee	Per customer per month	\$1.00
Garbage/Brush Collection - Additional Pick-Up For Active Accounts Only	Per pick-up	\$30.00
Garbage - Brush Collection - Special Requests: Owner Accounts With Tenant, Commercial Accounts, Non- active Accounts (Property Owner Does Not Have Active Residential Utility Account)	Per pick-up	\$26.00
Processing Fee: Disconnect - Reconnect at Customers Request	Regular hours	\$58.00
	After hours	\$116.00
Reread Fee / Additional Water Profile Fee	Charge after 2nd re-read in a 12 month period if no errors found	\$21.00
	Charge after 2nd water profile in a 12 month period	\$21.00
Return Check, ACH, Credit Card And/Or Credit Card Draft (CCD)	Per occurrence	\$38.00
Account Activation Fee	Per account	\$19.00
Transfer Fee	Per occurrence	\$19.00
Miscellaneous Fee	Normal hours	\$19.00

Utilities 246

# UTILITIES

Application Fee



		<b>Outilities</b>
FEE DESCRIPTION	UNIT FEE	FEE
	After hours	\$37.00
Meter Test Fee (One Free Test Per Four Years, Thereafter, Fee Charged if Meter is Valid)	Actual cost passed through	
Meter Tamper	Per occurrence	\$200.00
	Associated additional cost passed through	
Overhead Banners on Main Street	Per application	\$350.00
Distributed Generation Application Fee	Per application	\$551.00

Utilities 247

# WATER CONNECTION & SERVICE

**FEE DESCRIPTION** 

New Tap And 4 Inch Service



FEE

\$1,564.00

	0	
New Tap And 3/4 Inch Service	Plus the actual cost of pipe	\$624.00
New Tap And 1 Inch Service	Plus the actual cost of pipe	\$672.00
New Tap And 1 1/2 Inch Service	Plus the actual cost of pipe	\$709.00
New Tap And 2 Inch Service	Plus the actual cost of pipe	\$778.00
New Tap And 3 Inch Service	Plus the actual cost of pipe	\$1,511.00

Plus the actual cost of pipe

**UNIT FEE** 

#### Meter Charges And New Meter Added To Existing Services. Meter Size:

5/8 X 3/4 Inch Non-Turbine		\$341.00
3/4" Combined Fire Flow Meter		\$503.00
Multiple Meters 5/8 X 3/4 Inch ( 3 Minimum)	Per meter	\$300.00
3/4 Inch Non-Turbine		\$420.00
1 Inch Non-Turbine		\$633.00
1 1/2 Inch Non-Turbine		\$929.00
2 Inch Compound		\$2,865.00
3 Inch Compound		\$3,890.00
4 Inch Compound		\$5,025.00
6 Inch Compound		\$6,225.00
All Special Water Services And Special Applications Not Covered Above	Actual cost	

# WATER CONNECTION & SERVICE Utilities



FEE DESCRIPTION	UNIT FEE	FEE

Backflow Prevention Annual Tester Registration	Per tester (non-refundable)	\$75.00
Bulk Potable Water Meter Deposit	For contractors	\$820.00
Bulk Potable Water Meter Rental Fee	Per day	\$7.00
Bulk Potable Water Consumption	Per 1,000 gals	\$5.50
Bulk Reclaimed Water For Construction	Per 1,000 gals	\$5.00
	Deposit per account required	\$265.00
Repair Service Damaged By Construction	Actual cost - \$500 minimum	
All Special Water Services And Special Applications Not Covered Above	Actual cost	

# SEWER SERVICE



FEE DESCRIPTION	UNIT FEE	FEE

Sewer Tap And 6 Inch Service	Plus the actual cost of pipe	\$650.00
Sewer Tap And 8 Inch Service	Plus the actual cost of pipe	\$777.00
Repair Service Damaged By Construction	Actual cost - \$500 minimum	
All Special Sewer Services and Special Applications Not Covered Above	Actual cost	

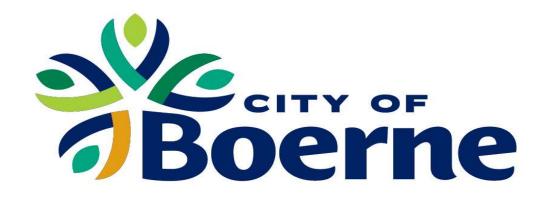
Sewer Service 250

# ZONING BOARD OF ADJUSTMENT FEE DESCRIPTION UNIT FEE Application Fee for Variance or Appeal to Decision of Administrative Official Each request \$500

# NOTES

NOTE # 1	Intentionally left blank
	A 15 foot wide standard City of Boerne utility easement shall be provided by the property owner to accommodate the utility extension; to include appropriate access for
NOTE # 2	maintenance
	The customer shall provide a suitable permanent structure to attach the service and
NOTE # 3	meter loop per the City of Boerne's specifications and utility policies.
NOTE # 4	Meter set fees as shown shall be added to service fees.
	If a service requires cutting pavement there shall be an additional charge of \$500.00
NOTE # 5	added to the service fee (previous \$100.00).
NOTE # 6	If service requires cutting of pavement an additional charge of \$500.00 shall be added to
NOTE # 6	service charge (previous \$200.00).  Applicable only when contractor has requested re-inspection and is not ready; or has
NOTE # 7	failed to correct previous violation(s).
NOTE # 8	Intentionally left blank.
NOTE # 9	Intentionally left blank.
NOTE # 10	Intentionally left blank.
NOTE # 11	Intentionally left blank.
	Class A Tournament: tournament which requires use of seven (7) or more fields. Class
NOTE # 12	B Tournament: tournament which requires use of six (6) or less fields.
	On a patron's 65 <sup>th</sup> birthday, that patron would be exempt from any increase in the out-of-
NOTE # 13	county fee.
NOTE # 14	Intentionally left blank
	Charges for review of incomplete or non-conforming documents subsequent to initial
NOTE # 15	review
NOTE # 16	Application fee for special use permits during drought response stages
NOTE # 17	Large format refers to any paper size larger than 11" x 17"
NOTE # 18	Intentionally left blank
NOTE # 18	320 amp self-contained may be installed under certain circumstances.
	Additional costs includes but is not limited to theft of service and non-residential and
NOTE # 19	specialty meters. See Utility Rules and Regs for further information
NOTE # 20	Brush pick-up is subject to the City's Brush Collection Policy currently in effect.
NOTE # 21	Labor will be charged separately as allowed by the Public Information Act

Notes 45 **252** 





**Municipal Fee Schedule** 

Draft showing Proposed Changes for Presentation and Consideration on September 9, 2025

#### **ADMINISTRATION**



#### FY 2026 Proposed Fee Schedule

#### **ADMINISTRATION**



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

		<b>9</b> B			<b>7</b> 6	(MANDATORY)
FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
Acquiescence To Encroachment Request (Easements, Rights-of- Way, Etc.)		\$127.00	Acquiescence To Encroachment Request (Easements, Rights-of- Way, Etc.)		\$127.00	
Variance Request - All Ordinances Not Specifically Identified	Per request per item	\$127.00	Variance Request - All Ordinances Not Specifically Identified	Per request per item	\$127.00	
Temporary Use Permit	Per request	\$127.00	Temporary Use Permit	Per request	\$127.00	
Peddler's Registration Fee	Per request per item	\$127.00	Peddler's Registration Fee	Per request per item	\$127.00	
Special Event - Main Street and State Highway Closure	Actual cost of barricades and city personnel	\$0.00	Special Event - Main Street and State Highway Closure	Actual cost of barricades and city personnel	\$0.00	
Return Check, ACH, and/or Credit Card	Per occurence	\$37.00	Return Check, ACH, and/or Credit Card	Per occurence	\$37.00	

#### ANIMAL CONTROL



#### FY 2026 Proposed Fee Schedule

#### ANIMAL CONTROL



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
					-	-

Registration and Tag (Fertile) Fee 3 year dog or cat \$31.00  additional postage fee if registration is mailed \$5.00  Registration and Tag (Spayed or Neutered) Fee 3 year dog or cat \$5.00  Registration and Tag (Spayed or Neutered) Fee 4 3 year dog or cat \$5.00  Tag Replacement Charge Per request \$5.00  Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on rabies vaccination 2nd offense 3rd offense 3			
Fee 3 year dog or cat \$31.00  additional postage fee if registration is mailed \$5.00  1 year dog or cat \$5.00  Registration and Tag (Spayed or Neutered) Fee 3 year dog or cat \$15.00  additional postage fee if registration is mailed \$5.00  Tag Replacement Charge Per request \$5.00  Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on rabies vaccination 2nd offense 1st offense if not current on rabies vaccination 2nd offense 2st offense if not current on rabies vaccination \$53.00		1 year dog or cat	\$10.00
Registration and Tag (Spayed or Neutered) Fee  Tag Replacement Charge  Impoundment Fee 1st offense if not current on rabies vaccination 2nd offense 3 year dog or cat 415.00 3 year dog or cat 415.00	0 ,	3 year dog or cat	\$31.00
Registration and Tag (Spayed or Neutered) Fee  3 year dog or cat \$15.00  additional postage fee if registration is mailed \$5.00  Tag Replacement Charge  Per request \$5.00  Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on rabies vaccination 2nd offense 1st offense if not current on rabies vaccination 2nd offense 2st offense if not current on rabies vaccination 2st offense 2st offense if not current on rabies vaccination 2st offense 2st offen			\$5.00
Neutered) Fee additional postage fee if registration is mailed \$5.00  Tag Replacement Charge Per request \$5.00  Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on rabies vaccination 2nd offense 1st offense if not current on rabies vaccination 2nd offense 2nd offense 2st offense		1 year dog or cat	\$5.00
registration is mailed  Tag Replacement Charge  Per request  \$5.00  Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on rabies vaccination 2nd offense 2nd offense  registration is mailed  \$5.00  \$26.00  \$26.00  1st offense if not current on rabies vaccination 2nd offense  \$53.00		3 year dog or cat	\$15.00
Impoundment Fee  1st offense if current on rabies vaccination  1st offense if not current on rabies vaccination  2nd offense  Interval 1st offense if current on rabies vaccination  1st offense if not current on rabies vaccination  2nd offense  1st offense if current on rabies vaccination  1st offense if not current on rabies vaccination  \$53.00			\$5.00
1st offense if current on rabies vaccination  1st offense if not current on rabies vaccination  2nd offense  1st offense if not current on rabies vaccination  2nd offense  1st offense if not current on rabies vaccination  1st offense if not current on rabies vaccination  \$53.00	Tag Replacement Charge	Per request	\$5.00
rabies vaccination 2nd offense rabies vaccination  2nd offense rabies vaccination  \$53.00	1st offense if current on rabies vaccination		\$26.00
3rd offense	rabies vaccination		\$53.00
2nd offense \$74.00	3rd offense	2nd offense	\$74.00
3rd offense \$100.00		3rd offense	\$100.00
Daily Boarding Fee per day \$12.00	Daily Boarding Fee	per day	\$12.00
Impound fee \$53.00	Quarantine Fee	Impound fee	\$53.00
per day \$12.00	Quarantine i ce	per day	\$12.00
Per day \$1.00	Lease Trap	Per day	\$1.00
Deposit \$58.00		Deposit	\$58.00

	1 year dog or cat	\$10.00	
Registration and Tag (Fertile) Fee	3 year dog or cat	\$31.00	
	additional postage fee if registration is mailed	\$5.00	
	1 year dog or cat	\$5.00	
Registration and Tag (Spayed or Neutered) Fee	3 year dog or cat	\$15.00	
·	additional postage fee if registration is mailed	\$5.00	
Tag Replacement Charge	Per request	\$5.00	
Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on	1st offense if current on rabies vaccination	\$26.00	
rabies vaccination 2nd offense	1st offense if not current on rabies vaccination	\$53.00	
3rd offense	2nd offense	\$74.00	
	3rd offense	\$100.00	
Daily Boarding Fee	per day	\$12.00	
Quarantine Fee	Impound fee	\$53.00	
Qualdriano 1 00	per day	\$12.00	
Lease Trap	Per day	\$1.00	
	Deposit	\$58.00	

#### ANIMAL CONTROL



FEE DESCRIPTION	UNIT FEE	FEE

	FY 2026 Proposed Fee Schedule						
ANIMAL (	CONTROL		IF YOU ARE PROPOSING A CHANGE ENTER THE REASON WHY (MANDATORY)				
FEE DESCRIPTION	UNIT FEE	FEE	Justification				

	Dogs needing spay/neuter	\$120.00
Adoption Fee	Cats/kittens needing spay/neuter	\$100.00
	Dogs/cats spayed/neutered prior to arrival	\$80.00
Microchip	each	\$21.00
Owner Surrender	Each Animal	\$60.00
Owner Surrender - Mother with	Mother	\$60.00
Litter	Per each puppy/kitten	\$25.00
Kennel Permit Fee	Per year	\$111.00
Specimen Submission	Per specimen to be tested for rabies	\$42.00

	Dogs needing spay/neuter	\$120.00	
	Transport Box	\$5.00	Increase cost of purchasing boxes for transporting newly adopted pets
Adoption Fee	Cats/kittens needing spay/neuter	\$100.00	
	Dogs/cats spayed/neutered prior to arrival	\$80.00	
Microchip	each	\$21.00	
Owner Surrender	Each Animal	\$60.00	
Owner Surrender - Mother with	Mother	\$60.00	
Litter	Per each puppy/kitten	\$25.00	
Kennel Permit Fee	Per year	\$111.00	
Specimen Submission	Per specimen to be tested for rabies	\$42.00	

#### CEMETERY



#### CEMETERY

UNIT FEE

FEE DESCRIPTION



FEE

#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE

Lot Sale		\$3,000.00
Infant Lot		\$120.00
Endowment Fee on Lot Sale	Regular lot	\$300.00
Endowment ree on Lot Sale	Infant lot	\$50.00
Endowment Fee to Open and Close Infant Lot		\$50.00
Endowment Fee to Open and Close at Each Interment		\$300.00
Cemetery Urn Garden Niche	Single niche	\$1,140.00
Cemetery offi Garden Niche	Double niche	\$2,400.00
Cemetery Urn Garden Niche	upon purchase	\$120.00
Sale Endowment	upon each inurnment	\$240.00

Lot Sale		\$3,000.00	No CPI Increase
Infant Lot		\$120.00	No CPI Increase
Endowment Fee on Lot Sale	Regular lot	\$300.00	No CPI Increase
Endowment Fee on Lot Sale	Infant lot	\$50.00	No CPI Increase
Endowment Fee to Open and Close Infant Lot		\$50.00	No CPI Increase
Endowment Fee to Open and Close at Each Interment		\$300.00	No CPI Increase
Cemetery Urn Garden Niche	Single niche	\$1,140.00	No CPI Increase
Cemetery of Garden Niche	Double niche	\$2,400.00	No CPI Increase
Cemetery Urn Garden Niche	upon purchase	\$120.00	No CPI Increase
Sale Endowment	upon each inurnment	\$240.00	No CPI Increase

### ELECTRIC CONNECTION FEES



#### FY 2026 Proposed Fee Schedule

### ELECTRIC CONNECTION FEES



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
Single Phase And Three Phase Underground Primary Extension: Residential, Commercial, Industrial	Actual cost		Single Phase And Three Phase Underground Primary Extension: Residential, Commercial, Industrial	Actual cost		
Single Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00	Single Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00	
Three Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00	Three Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00	
Single Phase Overhead Primary Extension; All Classes	Actual cost		Single Phase Overhead Primary Extension; All Classes	Actual cost		
Three Phase Overhead Primary Extension; All Classes 4/0 Acsr	Actual cost		Three Phase Overhead Primary Extension; All Classes 4/0 Acsr	Actual cost		
Single Phase Overhead Secondary Service; All Classes, 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and tranformer (iff applicable)	\$249.00	Single Phase Overhead Secondary Service; All Classes, 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and tranformer (iff applicable)	\$249.00	
Single Phase Overhead Secondary Service; All Classes, 320 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$461.00	Single Phase Overhead Secondary Service; All Classes, 320 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$461.00	
Three Phase Overhead Secondary Service; All Classes 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$710.00	Three Phase Overhead Secondary Service; All Classes 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$710.00	
Meter Bank* Single Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00	Meter Bank* Single Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00	
Meter Bank* Three Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00	Meter Bank* Three Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00	
Additional Single Phase Secondary Service Added To An Existing Service 200 Amp Maximum	Per service	\$233.00	Additional Single Phase Secondary Service Added To An Existing Service 200 Amp Maximum	Per service	\$233.00	

#### ELECTRIC CONNECTION FEES



#### FY 2026 Proposed Fee Schedule

### ELECTRIC CONNECTION FEES



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

					- Cacillicoco	(WANDATORT)
FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
Additional Three Phase Secondary Service Added To An Existing Service, Or Single Phase Service Added To A Three Phase Service 200 Amp Maximum	Per service	\$610.00	Additional Three Phase Secondary Service Added To An Existing Service, Or Single Phase Service Added To A Three Phase Service 200 Amp Maximum	Per service	\$610.00	
Secondary Service With Ct Metering, Single Phase; Over 320 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$822.00	Secondary Service With Ct Metering, Single Phase; Over 320 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$822.00	
Secondary Service With Ct Metering, Three Phase; Over 200 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$1,034.00	Secondary Service With Ct Metering, Three Phase; Over 200 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$1,034.00	
Bi-Directional Meter	4s or 9s	\$530.00	Bi-Directional Meter  4s or 9s  2s	\$530.00		
bi-directional Meter	2s	\$212.00		2s	\$212.00	
Temporary Service 100 Amp Maximum (Construction Service)	Customer supplies and installs all temporary meter pole materials and equipment	\$47.00	Temporary Service 100 Amp Maximum (Construction Service)	Customer supplies and installs all temporary meter pole materials and equipment	\$47.00	
Meter/Service Pole Installation		\$450.00	Meter/Service Pole Installation		\$450.00	
Meter/Service Pole Removal		\$300.00	Meter/Service Pole Removal		\$300.00	
Meter/Service Pole Replacement		\$750.00	Meter/Service Pole Replacement		\$750.00	
Relocate Poles, Lines Or Service At Customer Request	Actual cost		Relocate Poles, Lines Or Service At Customer Request	Actual cost		
ncrease Service Size, Or Type, At Customers Request	New service fee		Increase Service Size, Or Type, At Customers Request	New service fee		
Il Special Electric Services And Special Applications Not Covered Above	Actual cost		All Special Electric Services And Special Applications Not Covered Above	Actual cost		
Repair Service Damaged By Construction	Actual cost - minimum	\$500.00	Repair Service Damaged By Construction	Actual cost - minimum	\$500.00	

#### **ENGINEERING & MOBILITY**

FEE DESCRIPTION



#### **ENGINEERING & MOBILITY**



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Premature Work Charge (Starting Before a Permit is Issued)	% of original permit fee	200%
Infrastructure Acceptance Agreement Processing Fee		\$1,000.00
City Attorney Review Fee of Financial Guarantees on Forms Other Than City Standard		\$300.00

**UNIT FEE** 

FEE DESCRIPTION	UNIT FEE	FEE	Justification
Premature Work Charge (Starting Before a Permit is Issued)	% of original permit fee	200%	
Infrastructure Acceptance Agreement Processing Fee		\$1,000.00	
City Attorney Review Fee of Financial Guarantees on Forms Other Than City Standard		\$300.00	

FY 2026 Proposed Fee Schedule

Review Fees		
Public Works Infrastructure Document Review	Per hour, 1 hour minimum	\$70.00
Infrastructure Documents LOC Application Fees (Amending Plats Only)		\$550.00
Infrastructure Documents LOC Application Fees	Plus \$50/Acre or lot, whichever is greater	\$2,200.00
TIA Consistency Worksheet Review		\$300.00
Traffic Impact Analysis Review (Level 1)		\$1,100.00
Traffic Impact Analysis Review (Level 2)		\$1,700.00
Traffic Impact Analysis Review (Level 3)		\$2,200.00
Land Study Drainage Study Review (Tier 2 & 3)		\$275.00
Drainage Study Conformance Letter Review		\$275.00
Drainage Study Review (Tier 1 Using Letter Other Than City Standard)		\$100.00
Drainage Study Review (Tier 2)		\$2,750.00
Drainage Study Review (Tier 3)		\$3,300.00

Review Fees			Review Fees
Public Works Infrastructure Document Review	Per hour, 1 hour minimum	\$70.00	
Infrastructure Documents LOC Application Fees (Amending Plats Only)		\$550.00	
Infrastructure Documents LOC Application Fees	Plus \$50/Acre or lot, whichever is greater	\$2,200.00	
TIA Consistency Worksheet Review		\$300.00	
Traffic Impact Analysis Review (Level 1)		\$1,100.00	
Traffic Impact Analysis Review (Level 2)		\$1,700.00	
Traffic Impact Analysis Review (Level 3)		\$2,200.00	
Land Study Drainage Study Review (Tier 2 & 3)		\$275.00	
Drainage Study Conformance Letter Review		\$275.00	
Drainage Study Review (Tier 1 Using Letter Other Than City Standard)		\$100.00	
Drainage Study Review (Tier 2)		\$2,750.00	
Drainage Study Review (Tier 3)		\$3,300.00	

#### FY 2025 Fee Schedule FY 2026 Proposed Fee Schedule IF YOU ARE PROPOSING A CHANGE, **ENGINEERING & MOBILITY ENGINEERING & MOBILITY ENTER THE REASON WHY** (MANDATORY) **FEE DESCRIPTION UNIT FEE FEE DESCRIPTION UNIT FEE** Justification Drainage Study Revision Drainage Study Revision Review (Any Tier Greater Than Review (Any Tier Greater Than \$1,700.00 \$1,700.00 3 Rounds of Review, per 3 Rounds of Review, per Review) Review) LID Plan Review \$1,800.00 LID Plan Review \$1,800.00 **CLOMR Review** \$4.300.00 **CLOMR Review** \$4,300.00 LOMR without CLOMR Review \$5,500.00 LOMR without CLOMR Review \$5,500.00 LOMR with CLOMR Review \$3,100.00 LOMR with CLOMR Review \$3,100.00 LOMA, CLOMR-F & LOMR-F LOMA, CLOMR-F & LOMR-F \$550.00 \$550.00 Review Review Major Thoroughfare Amendment Major Thoroughfare Amendment \$2.000.00 \$2,000.00 Application Fee Application Fee **Permit Fees Permit Fees Permit Fees** Floodplain Development Permit Floodplain Development Permit \$100.00 \$100.00 (Individual Residential Lot) (Individual Residential Lot) Floodplain Development Permit Floodplain Development Permit (Development, Commercial, \$300.00 (Development, Commercial, \$300.00 Other) Other) \$300.00 \$300.00 **Grading Permit Fee Grading Permit Fee** Per acre \$30.00 Per acre \$30.00 \$600.00 \$600.00 Construction Release Permit Construction Release Permit Fee \$30.00 \$30.00 Per acre Per acre Right-of-Way Construction Right-of-Way Construction \$60.00 \$60.00 Permit Fee (S.F. Residential) Permit Fee (S.F. Residential) Right-of-Way Construction Right-of-Way Construction Permit Fee (Other Than S.F. Permit Fee (Other Than S.F. \$250.00 \$250.00 Residential) Residential) **Inspection Fees Inspection Fees Inspection Fees** % of engineering opinion of % of engineering opinion of Infrastructure Inspection 1% Infrastructure Inspection 1% probable construction cost probable construction cost Infrastructure Re-inspection \$60.00 Infrastructure Re-inspection \$60.00



Show Fee



LAW ENFC				
FEE DESCRIPTION	UNIT FEE	FEE		
Accident Reports		\$6.00		
Fingerprints (Non-Resident)	Digital prints	\$30.00		
i ingerprints (Non-Resident)	Ink cards	\$10.00		
Use of City Police Car For	First hour	\$42.00		

Every hour thereafter

Per page

Per city tow - billed monthly

\$10.00

\$0.10

\$10.00

Traffic Control - Other Than City Sponsored Event

Offense Reports

Tow Truck Rotation Fee

#### FY 2026 Proposed Fee Schedule IF YOU ARE PROPOSING A CHANGE, LAW ENFORCEMENT **ENTER THE REASON WHY** (MANDATORY) FEE DESCRIPTION **UNIT FEE** Justification

Accident Reports		\$6.00	set by statute
Fingerprints (Non-Resident)	Digital prints	\$30.00	
r ingerprints (Non-Nesident)	Ink cards	\$10.00	
Use of City Police Car For Traffic Control - Other Than City	First hour	\$42.00	
Sponsored Event	Every hour thereafter	\$10.00	
Offense Reports	Per page	\$0.10	set by statute
Tow Truck Rotation Fee	Per city tow - billed monthly	\$10.00	current ordinance states \$10



**UNIT FEE** 

FIRE AND RESCUE SERVICE

FEE DESCRIPTION



FY 2026 Proposed Fee Schedule

#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

FEE DESCRIPTION	UNIT FEE	FEE

FIRE AND RESCUE SERVICE

Engine Response	Per hour	\$466.00
Aerial Truck Response	Per hour	\$582.00
Tender Response	Per hour	\$466.00
Brush Truck Response	Per hour	\$466.00
Heavy Rescue Response	Per hour	\$466.00
Boat Response	Per hour	\$466.00
AFFF Foam	Per gallon	\$53.00
Class A Foam	Per gallon	\$26.00
SCBA Pack	Each	\$106.00
Absorbent	Per bag	\$21.00
Absorbent Booms	Each	\$42.00
Disposable Coveralls	Each	\$31.00
Neoprene Gloves	Per pair	\$26.00
Over Boots	Per pair	\$26.00
Gas Plug Kit	Each	\$79.00
Plug and Dike Equipment	Each	\$79.00
Drum Liners	Each	\$10.00
Barricade Tape	Each	\$10.00
Poly Sheeting	Each	\$53.00

Engine Response	Per hour	\$466.00	
Aerial Truck Response	Per hour	\$582.00	
Tender Response	Per hour	\$466.00	
Brush Truck Response	Per hour	\$466.00	
Heavy Rescue Response	Per hour	\$466.00	
Boat Response	Per hour	\$466.00	
AFFF Foam	Per gallon	\$53.00	
Class A Foam	Per gallon	\$26.00	
SCBA Pack	Each	\$106.00	
Absorbent	Per bag	\$21.00	
Absorbent Booms	Each	\$42.00	
Disposable Coveralls	Each	\$31.00	
Neoprene Gloves	Per pair	\$26.00	
Over Boots	Per pair	\$26.00	
Gas Plug Kit	Each	\$79.00	
Plug and Dike Equipment	Each	\$79.00	
Drum Liners	Each	\$10.00	
Barricade Tape	Each	\$10.00	
Poly Sheeting	Each	\$53.00	

**UNIT FEE** 

#### FIRE AND RESCUE SERVICE

FEE DESCRIPTION



FEE

#### FIRE AND RESCUE SERVICE

**UNIT FEE** 

FEE DESCRIPTION



FY 2026 Proposed Fee Schedule

#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Micro-Blaze	Per 1 gallon	\$31.00
місто-ыаzе	Per 5 gallons	\$148.00
Level A Hazmat Suit	Each	\$663.00
Level B Hazmat Suit	Each	\$275.00
Chemical Boots	Per pair	\$26.00
95 Gallon Overpack Drum	Each	\$164.00
55 Gallon Overpack Drum	Each	\$90.00
35 Gallon Overpack Drum	Each	\$53.00
5 Gallon Overpack Drum	Each	\$10.00
Motor Vehicle Incidents Level 1	Per Incident up to 3 hours	\$506.00
Motor Vehicle Incidents Level 2	Per incident	\$576.00
Motor Vehicle Incidents Level 3	Per incident	\$704.00
Extrication Add-on	Per incident	\$1,520.00
Landing Zone	Per Incident	\$465.00
HAZMAT Level 1	Per Incident up to 3 hours	\$816.00
HAZMAT Level 2	Per Incident up to 3 hours	\$2,913.00
HAZMAT Level 3	Per Incident up to 3 hours	\$6,875.00
HAZMAT Additional Hours	Per hour	\$336.00
Water Incidents Level 1	Per incident	\$466.00
Water Incidents Level 2	Per incident	\$932.00
Water Incidents Level 3	Per incident	\$2,334.00

Micro-Blaze	Per 1 gallon	\$31.00	
WIICIO-DIAZE	Per 5 gallons	\$148.00	
Level A Hazmat Suit	Each	\$663.00	
Level B Hazmat Suit	Each	\$275.00	
Chemical Boots	Per pair	\$26.00	
95 Gallon Overpack Drum	Each	\$164.00	
55 Gallon Overpack Drum	Each	\$90.00	
35 Gallon Overpack Drum	Each	\$53.00	
5 Gallon Overpack Drum	Each	\$10.00	
Motor Vehicle Incidents Level 1	Per Incident up to 3 hours	\$506.00	
Motor Vehicle Incidents Level 2	Per incident	\$576.00	
Motor Vehicle Incidents Level 3	Per incident	\$704.00	
Extrication Add-on	Per incident	\$1,520.00	
Landing Zone	Per Incident	\$465.00	
HAZMAT Level 1	Per Incident up to 3 hours	\$816.00	
HAZMAT Level 2	Per Incident up to 3 hours	\$2,913.00	
HAZMAT Level 3	Per Incident up to 3 hours	\$6,875.00	
HAZMAT Additional Hours	Per hour	\$336.00	
Water Incidents Level 1	Per incident	\$466.00	
Water Incidents Level 2	Per incident	\$932.00	
Water Incidents Level 3	Per incident	\$2,334.00	

**UNIT FEE** 

#### FIRE AND RESCUE SERVICE

FEE DESCRIPTION



FEE

#### FIRE AND RESCUE SERVICE

**UNIT FEE** 

FEE DESCRIPTION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

	Water Incidents Level 4	Per rescuer, per hour	\$58.00
HAZMAT Itemized Reponse		Per HAZMAT responder, per hour	\$117.00
	Chief Response	Per hour	\$290.00
	Specialized Rescue	Follow apparatus type/rescuer rates	
	Structure Fires	Follow apparatus type rates	
	Vehicle Fire	Per incident	\$704.00
	Gas Leak Level 1	Per hour (Engine)	\$466.00
	Gas Leak Level 1	Per hour (Truck)	\$582.00
	Gas Leak Level 2	Per hour (Engine)	\$748.00
	Gas Leak Level 2	Per rescue person, per hour	\$58.00
	Gas Leak Level 3	Per hour (Engine)	\$932.00
	Gas Leak Level 3	Per rescue person, per hour	\$58.00
	Fire Investigation Team	Per hour	\$321.00

Water Incidents Level 4	Per rescuer, per hour	\$58.00	
HAZMAT Itemized Reponse	Per HAZMAT responder, per hour	\$117.00	
Chief Response	Per hour	\$290.00	
Specialized Rescue	Follow apparatus type/rescuer rates		
Structure Fires	Follow apparatus type rates		
Vehicle Fire	Per incident	\$704.00	
Gas Leak Level 1	Per hour (Engine)	\$466.00	
Gas Leak Level 1	Per hour (Truck)	\$582.00	
Gas Leak Level 2	Per hour (Engine)	\$748.00	
Gas Leak Level 2	Per rescue person, per hour	\$58.00	
Gas Leak Level 3	Per hour (Engine)	\$932.00	
Gas Leak Level 3	Per rescue person, per hour	\$58.00	
Fire Investigation Team	Per hour	\$321.00	

FY 2026 Proposed Fee Schedule

#### FY 2025 Fee Schedule **GAS SERVICE FEE DESCRIPTION UNIT FEE** FEE Plus the actual cost of pipe. New Tap And 1 Inch Service Our standard practice does not \$630.00 allow piping over 50ft Plus the actual cost of pipe. Our standard practice does not New Tap And 2 Inch Service \$816.00 allow piping over 50ft. Meter Charges And New Meters Added To Existing Services. Size Up To: 275 CFH \$225.00 425 CFH \$657.00 880 CFH \$1,126.00

Actual cost

Actual cost - \$500 minimum

\$1,903.00

\$2,150.00

\$2,750.00

\$3,290.00

\$3,850.00

	FY 2026 Proposed Fee Schedule					
GAS SE	ERVICE	<b>Útilities</b>	IF YOU ARE PROPOSING A CHANGE ENTER THE REASON WHY (MANDATORY)			
FEE DESCRIPTION	UNIT FEE	FEE	Justification			
New Tap And 1 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft	\$730.00	Increase in materials and labor			
New Tap And 2 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft.	\$916.00	Increase in materials and labor			
Meter Charges And New Meters Added To Existing Services. Size Up To:						
275 CFH		\$304.00	Increase in average cost of meter and labor			
425 CFH		\$657.00				
880 CFH		\$1,530.00	Increase in average cost of meter and labor			
1000 CFH		\$1,903.00				
3000 CFH		\$2,150.00				
5000 CFH		\$2,750.00				
7000 CFH		\$3,290.00				
11000 CFH		\$3,850.00				

Actual cost

Actual cost - \$500 minimum

1000 CFH

3000 CFH

5000 CFH

7000 CFH

11000 CFH

All Special Gas Services And

Other Applications Not Covered

Above
Repair Service Damaged By

Construction

All Special Gas Services And

Other Applications Not Covered

Above

Repair Service Damaged By

Construction

UNIT FEE

#### FIRE MARSHAL

FEE DESCRIPTION



FEE DESCRIPTION

FEE



Fire Sprinkler Installation	Permit fee	\$328.00
rife Spriffkier installation	Per head	\$0.69
Fire Sprinkler Modification	Up to 20 heads	\$132.00
Fire Alarm Installation	Permit fee	\$328.00
File Alaitti ilistallatioti	Per head	\$0.69
Fire Alarm Modification	Up to 10 devices	\$132.00
Alternative Fire Protection System Installation		\$360.00
Third Party inspection for fire alarm, sprinklers, equipment, etc.	Actual Costs	
Third Party plan review for fire protection systems with a valuation over \$500,000	Actual Costs	
Hood Suppression Systems (Installation)	Permit fee	\$196.00
Above Ground Storage Tanks Installation	Permit fee	\$397.00
Underground Storage Tanks Installation	Permit fee	\$397.00
Standpipes Installation	Permit fee	\$132.00
Paint/Spray Booth Installation		\$328.00
Fire Apparatus Access Road Gate Installation		\$132.00
Underground Fire Line Installation	Permit fee	\$300.00
Underground Fuel Storage Tank Removal		\$328.00
Working Without a Permit	Double the permit fee	
Re-Inspection Fee		\$84.00

Т		1
Fire Sprinkler Installation	Permit fee	\$328.00
The Sprinker installation	Per head	\$0.69
Fire Sprinkler Modification	Up to 20 heads	\$132.00
Fire Alarm Installation	Permit fee	\$328.00
File Aldilli ilistaliation	Per head	\$0.69
Fire Alarm Modification	Up to 10 devices	\$132.00
Alternative Fire Protection System Installation		\$360.00
Third Party inspection for fire alarm, sprinklers, equipment, etc.	Actual Costs	
Third Party plan review for fire protection systems with a valuation over \$500,000	Actual Costs	
Hood Suppression Systems (Installation)	Permit fee	\$196.00
Above Ground Storage Tanks Installation	Permit fee	\$397.00
Underground Storage Tanks Installation	Permit fee	\$397.00
Standpipes Installation	Permit fee	\$132.00
Paint/Spray Booth Installation		\$328.00
Fire Apparatus Access Road Gate Installation		\$132.00
Underground Fire Line Installation	Permit fee	\$300.00
Underground Fuel Storage Tank Removal		\$328.00
Working Without a Permit	Double the permit fee	
Re-Inspection Fee		\$84.00

UNIT FEE



Per event



\$26.00

tate Licensed Facility Fees:			State Licensed Facility Fees:			State Licensed Facility Fees:
Daycare Facilities	Annually	\$100.00	Daycare Facilities	Annually	\$100.00	
Nursing Homes	Annually	\$196.00	Nursing Homes	Annually	\$196.00	
Hospitals	Annually	\$265.00	Hospitals	Annually	\$265.00	
In-Home Facilities	Annually	\$63.00	In-Home Facilities	Annually	\$63.00	
perational Permit Fees:			Operational Permit Fees:			Operational Permit Fees:
Exhibits and Trade Shows	Per event	\$63.00	Exhibits and Trade Shows	Per event	\$63.00	
Hazardous Materials	Annually	\$164.00	Hazardous Materials	Annually	\$164.00	
Cutting and Welding	Per event	\$26.00	Cutting and Welding	Per event	\$26.00	
Open Flames/Torches	Per event	\$26.00	Open Flames/Torches	Per event	\$26.00	
Hot Work Operations	Per event	\$26.00	Hot Work Operations	Per event	\$26.00	
Carnivals and Fairs	Per event	\$63.00	Carnivals and Fairs	Per event	\$63.00	
Explosives	Annually	\$196.00	Explosives	Annually	\$196.00	
Fireworks Displays	Per event	\$164.00	Fireworks Displays	Per event	\$164.00	
Liquid or Gas-Fueled 'ehicles/Equipment in Buildings	Annually	\$53.00	Liquid or Gas-Fueled Vehicles/Equipment in Buildings	Annually	\$53.00	
Repair Garages and Motor Fuel Dispensing Facilities	Annually	\$164.00	Repair Garages and Motor Fuel Dispensing Facilities	Annually	\$164.00	

Fumigation and Fogging

Per event

Fumigation and Fogging

\$26.00

# FIRE MARSHAL FEE DESCRIPTION UNIT FEE FEE

# FY 2026 Proposed Fee Schedule FIRE MARSHAL IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Tent Permit - Temporary Use <180 days	Per event	\$26.00
Tents and Modular Structure Permit - Use > 180 Days	Valid for 365 days	\$100.00
Flammable and Combustible Storage	Annually	\$164.00
Misc. Combustible Storage	Annually	\$164.00
Amusement Buildings	Annually	\$164.00
Storage of Scrap Tires	Annually	\$498.00
Dry Cleaning Plants	Annually	\$53.00
High-Piled Storage	Annually	\$84.00
Compressed Gases	Annually	\$164.00
Electrical Energy Storage Systems		\$159.00
Emergency Responder Radio Communication System		\$265.00

FEE DESCRIPTION	UNIT FEE	FEE	Justification
Tent Permit - Temporary Use <180 days	Per event	\$26.00	
Tents and Modular Structure Permit - Use > 180 Days	Valid for 365 days	\$100.00	
Flammable and Combustible Storage	Annually	\$164.00	
Misc. Combustible Storage	Annually	\$164.00	
Amusement Buildings	Annually	\$164.00	
Storage of Scrap Tires	Annually	\$498.00	
Dry Cleaning Plants	Annually	\$53.00	
High-Piled Storage	Annually	\$84.00	
Compressed Gases	Annually	\$164.00	
Electrical Energy Storage Systems		\$159.00	
Emergency Responder Radio Communication System		\$265.00	

**UNIT FEE** 

#### **LIQUOR LICENSES & PERMITS**

FEE DESCRIPTION



LIQUOR LICENSES & I	PΕ	Æ	RMIT	TS
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IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE	Justification
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FY 2026 Proposed Fee Schedule

Wine Retailer's on Premise	Per 2 years	\$175.00
Malt Beverage Retailer's On Premise Permit	Per 2 years	\$150.00
Wine & Malt Beverage Retailer's Off Premise	Per 2 years	\$60.00
Malt Beverage Retailer's Off Premise Permit	Per 2 years	\$60.00
Package Store	Per 2 years	\$500.00
Local Distributor's Permit	Per 2 years	\$100.00
Wine Only Package Store	Per 2 years	\$75.00
Mixed Beverage (4th Year)	Per 2 years	\$750.00
Brew Pub License	Per 2 years	\$500.00

Wine Retailer's on Premise	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Malt Beverage Retailer's On Premise Permit	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Wine & Malt Beverage Retailer's Off Premise	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Malt Beverage Retailer's Off Premise Permit	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Package Store	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Local Distributor's Permit	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Wine Only Package Store	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Mixed Beverage (4th Year)	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.
Brew Pub License	Per 2 years	This fee will no longer be assessed by the City of Boerne with the passage of Senate Bill 1008 effective September 1, 2025.

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#### LIBRARY



## LIBRARY

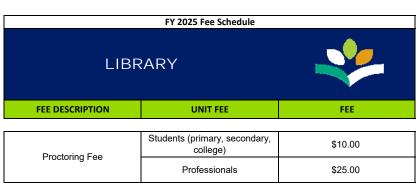


IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
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Out-of-County Library Card	Per household	\$25.00
Overdue Books	Per day per book	\$0.25
Overdue DVD's, CD's, Playaways	Per day per item	\$0.25
Overdue Interlibrary Loan Material	Per day per item	\$0.25
Overdue Devices	Per day per item	\$0.25
Individual Deposit on Audio- Visual Equipment		\$100.00
Lost Materials or Damaged	Cost of replacement	
Beyond Repair	Plus service fee for processing, cataloging and/or postage	\$5.00
Interlibrary Loan Requests	Cost of return postage plus any fees set by lending library	
Replacement of Lost Card		\$1.00
Copies and Computer Printouts	Black and white	\$0.25
(Including Wireless Access)	Color	\$1.00
Community Room Use (For- Profit Groups)	Per hour (minimum 2 hours)	\$55.00
Community Room Use Security Deposit (For-profit and not-for- profit groups)		\$150.00
Conference Room Use (For- Profit Groups)	Per hour	\$30.00

Out-of-County Library Card	Per household	\$25.00	
Notary Public Fee	Per Item	\$7.00	The fee for notarial services performed by the Patrick Heath Library staff shall be the amount prescribed by the Texas Secretary of State under Texas Government Code, Chapter 406
Administering an Oath	Per Oath	\$5.00	New fo FY26
Overdue Books	Per day per book	\$0.25	
Overdue DVD's, CD's, Playaways	Per day per item	\$0.25	
Overdue Interlibrary Loan Material	Per day per item	\$0.25	
Overdue Devices	Per day per item	\$0.25	
Individual Deposit on Audio- Visual Equipment		\$100.00	
Lost Materials or Damaged	Cost of replacement		
Beyond Repair	Plus service fee for processing, cataloging and/or postage	\$5.00	
Interlibrary Loan Requests	Cost of return postage plus any fees set by lending library		
Replacement of Lost Card		\$1.00	
Copies and Computer Printouts	Black and white	\$0.25	
(Including Wireless Access)	Color	\$1.00	
Community Room Use (For- Profit Groups)	Per hour (minimum 2 hours)	\$55.00	
Community Room Use Security Deposit (For-profit and not-for- profit groups)		\$150.00	
Conference Room Use (For- Profit Groups)	Per hour	\$30.00	

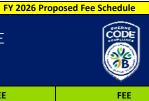




## PERMITTING & CODE



PERMITTING & CODE COMPLIANCE



IF YOU ARE PROPOSING A CHANGE, **ENTER THE REASON WHY** (MANDATORY)

Justification

COMPL	LIANCE	

FEE DESCRIPTION	UNIT FEE	FEE
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Contractor:

Contractor Registration - New - (For Contractors Not Required	For Homestead Properties	\$100
to Register With The State)	For all other Properties	\$150
Contractor Registration - Annual	For Homestead Properties	\$50
Renewal	For all other Properties	\$100

Contractor:

FEE DESCRIPTION

Contractor Registration - New - (For Contractors Not Required	For Homestead Properties	\$100	
to Register With The State)	For all other Properties	\$150	
Contractor Registration - Annual	For Homestead Properties	\$50	
Renewal	For all other Properties	\$100	

UNIT FEE

Contractor:

**Building:** 

New Construction Permit Fee (One-Two Family Dwelling)	Per sq. ft	\$0.38
New Construction Permit Fee	Per sq. ft. for the first 5,000 sq. ft.	\$0.53
Commercial/Other	Additional per sq. ft. over 5,000	\$0.15
Remodeling and Repair Permit Fee (One-Two Family Dwelling)	Per sq. ft.	\$0.53
Remodeling and Repair Permit	Each	\$26.00
Fee (Non-residential)	Per \$1,061.00 in construction value	\$5.00

Building:				
Per sq. ft	\$0.38			
Per sq. ft. for the first 5,000 sq. ft.	\$0.53			
Additional per sq. ft. over 5,000	\$0.15			
Per sq. ft.	\$0.53			
Each	\$26.00			
Per \$1,061.00 in construction value	\$5.00			
	Per sq. ft. for the first 5,000 sq. ft.  Additional per sq. ft. over 5,000  Per sq. ft.  Each  Per \$1,061.00 in construction			

**Building:** 

#### PERMITTING & CODE COMPLIANCE



#### **PERMITTING & CODE** COMPLIANCE

**UNIT FEE** 

FEE DESCRIPTION



FEE

FY 2026 Proposed Fee Schedule

IF YOU ARE PROPOSING A CHANGE, **ENTER THE REASON WHY** (MANDATORY)

Justification

FEE DESCRIPTION	UNIT FEE	FEE
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Roof Permit Fee		\$111.00
Fence or Wall Permit Fee	Residential	\$40
Fence of Wall Permit Fee	Commercial	\$100
Building Moving Permit Fee		\$84.00
New Lawn Irrigation Permit Fee		\$26.00
Demolition Permit Fee	Residential 1-2 family dwelling	\$53.00
Demonton Fermit Fee	Other than 1-2 family dwelling	\$106.00
Flatwork		\$111.00
Parking Lot Permit		\$222.00
Swimming Pool Permit Fee	Application fee	\$31.00
Ownming room emiline	Per \$1,000 in construction value	\$4.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	Of original permit fee	200%
Residential/Commercial Sidewalk Inspection Fee		\$5.00
Residential Driveway Approach Inspection Fee		\$10.00
Commercial Parking Lot Inspection Fee		\$15.00
Reinspection Fee		\$100
Permit Renewal Fee	Of original per fee	53%
Plan Checking Fee - In House	In-house: % of permit fee Outsourced: Actual city cost	53%
Valet Parking Permit Fee		\$53.00
Valet Parking Permit Annual Renewal Fee		\$26.00

Roof Permit Fee		\$111.00	
Fence or Wall Permit Fee	Residential	\$40	
Tence of Wall Terrific Fee	Commercial	\$100	
Building Moving Permit Fee		\$84.00	
New Lawn Irrigation Permit Fee		\$26.00	
Demolition Permit Fee	Residential 1-2 family dwelling	\$53.00	
Demontory emit ree	Other than 1-2 family dwelling	\$106.00	
Flatwork		\$111.00	
Parking Lot Permit		\$222.00	
Swimming Pool Permit Fee	Application fee	\$31.00	
Swimming Foor Fermit Fee	Per \$1,000 in construction value	\$4.00	
Premature Work Charge (Starting Before a Permit Has Been Issued)	Of original permit fee	200%	
Residential/Commercial Sidewalk Inspection Fee		\$5.00	
Residential Driveway Approach Inspection Fee		\$10.00	
Commercial Parking Lot Inspection Fee		\$15.00	
Reinspection Fee		\$100	
Permit Renewal Fee	Of original per fee	53%	
Plan Checking Fee - In House	In-house: % of permit fee Outsourced: Actual city cost	53%	
Valet Parking Permit Fee		\$53.00	
Valet Parking Permit Annual Renewal Fee		\$26.00	

Electrical: Electrical: Electrical:

## PERMITTING & CODE COMPLIANCE



#### FY 2026 Proposed Fee Schedule

## PERMITTING & CODE COMPLIANCE



IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification

Residential Permit Application Fee		\$31.00
Commercial Permit Application Fee		\$42.00
Furnace Units Permit Fee	each	\$10.00
A/C Units Permit Fee	each	\$10.00
Meter Loop Permit Fee	each	\$10.00
Service Permit	each	\$26.00
Outlet or Light Fixture Permit Fee	each	\$1.00
Appliance Permit Fee	each	\$2.25
Motor Permit Fee	each	\$8.00
Solar Panel Fee	each	\$79.00
Cell or Antenna Tower Fee	each	\$26.00
Minimum Permit Fee	each	\$21.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	53%

Residential Permit Application Fee		\$31.00	
Commercial Permit Application Fee		\$42.00	
Furnace Units Permit Fee	each	\$10.00	
A/C Units Permit Fee	each	\$10.00	
Meter Loop Permit Fee	each	\$10.00	
Service Permit	each	\$26.00	
Outlet or Light Fixture Permit Fee	each	\$1.00	
Appliance Permit Fee	each	\$2.25	
Motor Permit Fee	each	\$8.00	
Solar Panel Fee	each	\$79.00	
Cell or Antenna Tower Fee	each	\$26.00	
Minimum Permit Fee	each	\$21.00	
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%	
Reinspection Fee		\$53.00	
Permit Renewal Fee	% of original permit fee	53%	

Heating, Ventilation and Air Conditioning:

Residential Permit Application Fee		\$31.00
Commercial Permit Application Fee	Per floor	\$42.00
Heating or Air Conditioning Permit Fee	Per unit	\$24.00

Heating, Ventilation and Air Conditioning:

Residential Permit Application Fee		\$31.00
Commercial Permit Application Fee	Per floor	\$42.00
Heating or Air Conditioning Permit Fee	Per unit	\$24.00

Heating, Ventilation and Air Condition

## PERMITTING & CODE COMPLIANCE



## PERMITTING & CODE COMPLIANCE

**UNIT FEE** 



IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

Plumbing and Gas:

FEE DESCRIPTION	UNIT FEE	FEE

Refrigeration Permit Fee (Commercial)	Per unit	\$47.00
Local Vent Outlet Permit Fee	Each	\$2.00
Minimum Permit Fee		\$21.00
Premature Work Charge (Starting Before a Permit has Been Issued)	% of original permit fee	212%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	50%

Refrigeration Permit Fee (Commercial)	Per unit	\$47.00	
Local Vent Outlet Permit Fee	Each	\$2.00	
Minimum Permit Fee		\$21.00	
Premature Work Charge (Starting Before a Permit has Been Issued)	% of original permit fee	212%	
Reinspection Fee		\$53.00	
Permit Renewal Fee	% of original permit fee	50%	

FY 2026 Proposed Fee Schedule

<u>P</u>	lum	bing	and	Gas:	

Permit Application Fee		\$31.00
Commercial Permit Application Fee	Per floor	\$42.00
House Sewer (New or Repair)	Per 100 feet	\$10.00
Gas Piping	Per outlet	\$3.50
Fixture or Outlet Permit Fee	Each	\$3.75
Mercury Gas Test Permit Fee	\$ Fee for each, plus permit fee	\$25.00
Grease Trap Permit Fee	Each	\$26.00
Water Piping (New or Repair) Permit Fee	Per 100 feet	\$10.00
Irrigation System Permit Fee	Per head	\$1.50
Vacuum Breakers or Backflow Preventers Permit Fee	Each	\$5.00
Drip Irrigation System Permit	Residential	\$37.00

Plumbing and Gas:

FEE DESCRIPTION

Permit Application Fee		\$31.00	
Commercial Permit Application Fee	Per floor	\$42.00	
House Sewer (New or Repair)	Per 100 feet	\$10.00	
Gas Piping	Per outlet	\$3.50	
Fixture or Outlet Permit Fee	Each	\$3.75	
Mercury Gas Test Permit Fee	\$ Fee for each, plus permit fee	\$25.00	
Grease Trap Permit Fee	Each	\$26.00	
Water Piping (New or Repair) Permit Fee	Per 100 feet	\$10.00	
Irrigation System Permit Fee	Per head	\$1.50	
Vacuum Breakers or Backflow Preventers Permit Fee	Each	\$5.00	
Drip Irrigation System Permit	Residential	\$37.00	

UNIT FEE

## PERMITTING & CODE COMPLIANCE

FEE DESCRIPTION



## PERMITTING & CODE COMPLIANCE



IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
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Fee	Commercial	\$42.00
Floor/Mop Sink/Fountain Permit Fee		\$5.00
Minimum Permit Fee		\$21.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	50%

Fee	Commercial	\$42.00	
Floor/Mop Sink/Fountain Permit Fee		\$5.00	
Minimum Permit Fee		\$21.00	
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%	
Reinspection Fee		\$53.00	
Permit Renewal Fee	% of original permit fee	50%	

FY 2026 Proposed Fee Schedule

#### PERMITTING & CODE COMPLIANCE



53%

**COMPLIANCE** 

**FEE DESCRIPTION** 

PERMITTING & CODE



FY 2026 Proposed Fee Schedule

IF YOU ARE PROPOSING A CHANGE, **ENTER THE REASON WHY** (MANDATORY)

Justification

Claifiy the difference between sign non-electrical and sign-electical

Signs:

		~
FEE DESCRIPTION	UNIT FEE	FEE

Signs: Permit Application Fee \$100

Commercial Advertising Sign Per sq. ft. of sign face \$2.25 Permit Fee

Premature Work Charge (Starting Before a Permit Has % of original permit fee 212% Been Issued) Reinspection Fee \$100

Variance \$500 **Banner Permit** \$50.00

% of original permit fee

Miscellaneous:

Permit Renewal Fee

Same Day Inspection Fee		\$150.00
After Hours Inspection Fee	Per hour, 2 hour minimum	\$150.00
T-Pole (in addition to meter loop)		\$50
Certificate of Occupancy not associated with a permit		\$250
Extension of permit	% of Permit Fee	50%
Plan review of onsite horizontal improvements		Actual Costs
Inspection of onsite horizontal improvements		Actual Costs

Signs:			
Permit Application Fee	Non-Electrical	\$100	
геник друксакон гее	Electrical	\$125	
Commercial Advertising Sign Permit Fee	Per sq. ft. of sign face	\$2.25	
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	212%	
Reinspection Fee		\$100	
Permit Renewal Fee	% of original permit fee	53%	
Variance		\$500	
Banner Permit		\$50.00	

**UNIT FEE** 

Miscellaneous:				
Same Day Inspection Fee		\$150.00		
After Hours Inspection Fee	Per hour, 2 hour minimum	\$150.00		
T-Pole (in addition to meter loop)		\$50		
Certificate of Occupancy not associated with a permit		\$250		
Extension of permit	% of Permit Fee	50%		
Plan review of onsite horizontal improvements		Actual Costs		
Inspection of onsite horizontal improvements		Actual Costs		

PERMITTING & CODE

COMPLIANCE

FEE DESCRIPTION

UNIT FEE

FEE

FEE DESCRIPTION	UNIT FEE	FEE
Site Development Permit Fee	Per acre or per lot, whichever is	\$1,100
Site Development Permit Fee	greater	\$30

	FY 2026 Pro	posed Fee Schedule		
PERMITTIN COMPL		COE		IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)
FEE DESCRIPTION UNIT FEE		FEE		Justification
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**UNIT FEE** 

#### PARKS AND RECREATION

FEE DESCRIPTION



FEE

PARKS AND RECREATION

FEE DESCRIPTION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

Doily Dool Admission Foo	City resident	\$4.00
Daily Pool Admission Fee	Non-resident	\$5.00
Pool Season Pass	City resident - for 25 pass punch card	\$75.00
FOOI GEASOII FASS	Non-resident - for 25 pass punch card	\$100.00
Swimming Lagons	City resident - per session	\$60.00
Swimming Lessons	Non-resident - per session	\$75.00
	City resident	\$350.00
Private Pool Parties (Under 50 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$400.00
Private Pool Parties (50-99	City resident	\$425.00
Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$475.00
	City resident	\$475.00
Private Pool Parties (100-149 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$525.00
D D . D	City resident	\$525.00
Private Pool Parties (150-199 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$575.00

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Daily Pool Admission Fee	City resident	\$4.00	NO CPI Increase
Daily 1 doi Admission 1 ee	Non-resident	\$5.00	NO CPI Increase
Pool Season Pass	City resident - for 25 pass punch card	\$75.00	NO CPI Increase
Fooi Season Fass	Non-resident - for 25 pass punch card	\$100.00	NO CPI Increase
Curimonina Laggana	City resident - per session	\$60.00	NO CPI Increase
Swimming Lessons	Non-resident - per session	\$75.00	NO CPI Increase
	City resident	\$350.00	NO CPI Increase
Private Pool Parties (Under 50 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$400.00	NO CPI Increase
Private Pool Parties (50-99	City resident	\$425.00	NO CPI Increase
Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$475.00	NO CPI Increase
	City resident	\$475.00	NO CPI Increase
Private Pool Parties (100-149 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$525.00	NO CPI Increase
	City resident	\$525.00	NO CPI Increase
Private Pool Parties (150-199 Attendees)	Non-resident No refunds for cancellation unless due to bad weather.	\$575.00	NO CPI Increase

UNIT FEE

#### PARKS AND RECREATION



PARKS	AND	RECREAT	ION
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FEE DESCRIPTION

UNIT FEE



IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE
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D:::t- DI D:ti (000 :	City resident	\$575.00
Private Pool Parties (200+ Attendees)	cancellation unless due to bad  weather	\$625.00
Day Time Pool Party	For 25 people max 2 hours	\$125.00
Disc Golf Tournament Fee	Per participant	\$5.00
	Minimum per tournament)	\$50.00

D: 1 D 1D 1: (000)	City resident	\$575.00	NO CPI Increase
Private Pool Parties (200+ Attendees)	cancellation unless due to bad  weather	\$625.00	NO CPI Increase
Day Time Pool Party	For 25 people max 2 hours	\$125.00	NO CPI Increase
Disc Golf Tournament Fee	Per participant	\$5.00	NO CPI Increase
	Minimum per tournament)	\$50.00	NO CPI Increase

**UNIT FEE** 

#### PARKS AND RECREATION

FEE DESCRIPTION



PARKS	AND	RECREAT	ON
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**UNIT FEE** 

FEE DESCRIPTION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

	Class A event: single day event with attendance estimated less than 500	\$50.00
Special Event Permit Fee	Class B event: multiple day event or event with attendance estimated between 500 and 1,000	\$210.00
Non-Refundable Administrative Fee	Class C event: event with attendance estimated at more than 1,000 people	\$315.00
	Class D event: parade or street closure - requires a \$1,000 refundable damage deposit	\$525.00
Park Maintenance Fee	Per man hour	\$50.00
	Per participant	\$5.00
	Per participant for charitable non- profits	\$2.50
Athletic Special Event Fee	Additional fee per participant if using City Lake Park during peak season. Fee is charged it utilizing city facilities for triathlons, runs, etc. Other park fees may apply. Events at lake will require the pavilion be rented as well.	\$10.00
Special Events Deposit	Per event (includes all city facilities and property)	\$310.00

	Class A event: single day event with attendance estimated less than 500	\$50.00	NO CPI Increase
Special Event Permit Fee Non-Refundable Administrative	Class B event: multiple day event or event with attendance estimated between 500 and 1,000	\$210.00	NO CPI Increase
Fee Fee	Class C event: event with attendance estimated at more than 1,000 people	\$315.00	NO CPI Increase
	Class D event: parade or street closure - requires a \$1,000 refundable damage deposit	\$525.00	NO CPI Increase
Park Maintenance Fee	Per man hour	\$50.00	NO CPI Increase
	Per participant	\$5.00	NO CPI Increase
	Per participant for charitable non- profits	\$2.50	NO CPI Increase
Athletic Special Event Fee	Additional fee per participant if using City Lake Park during peak season. Fee is charged it utilizing city facilities for triathlons, runs, etc. Other park fees may apply. Events at lake will require the pavilion be rented as well.	\$10.00	NO CPI Increase
Special Events Deposit	Per event (includes all city facilities and property)	\$310.00	NO CPI Increase

FY 2026 Proposed Fee Schedule

#### PARKS AND RECREATION



PARKS AND F	RECREATION
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UNIT FEE

FEE DESCRIPTION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION UNIT FEE FEE	FEE DESCRIPTION	UNIT FEE	FEE
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	Weekdays city resident - per day	\$50.00
	Weekdays non-resident - per day	\$65.00
	Weekends city resident - per day	\$150.00
Northrup Park Pavilion Daily Rental	Weekends non-resident - per day	\$175.00
	Cancellation fee - less than 2 weeks - damage deposit fee refundable only	
	No shows/no refund \$200 refundable damage deposit required	
Northrup Park Pavilion Hourly	City residents - per hour - max of 3 hours in a 24-hour period	\$20.00
Rental	Non-residents - per hour - max of 3 hours in a 24-hour period	\$25.00
Volleyball Court Reservation	Per court for 2 hours	\$25.00
Volleyball Court Reservation	Full day rental (includes all three courts)	\$150.00

	Weekdays city resident - per day	\$50.00	NO CPI Increase
	Weekdays non-resident - per day	\$65.00	NO CPI Increase
	Weekends city resident - per day	\$150.00	NO CPI Increase
Northrup Park Pavilion Daily Rental	Weekends non-resident - per day	\$175.00	NO CPI Increase
	Cancellation fee - less than 2 weeks - damage deposit fee refundable only		NO CPI Increase
	No shows/no refund \$200 refundable damage deposit required		NO CPI Increase
Northrup Park Pavilion Hourly	City residents - per hour - max of 3 hours in a 24-hour period	\$20.00	NO CPI Increase
Rental	Non-residents - per hour - max of 3 hours in a 24-hour period	\$25.00	NO CPI Increase
Volleyball Court Reservation	Per court for 2 hours	\$25.00	NO CPI Increase
volleyball Court Reservation	Full day rental (includes all three courts)	\$150.00	NO CPI Increase

#### PARKS AND RECREATION



UNIT FEE

FEE DESCRIPTION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE
	Per field per day	\$150.00

	Per field per day	\$150.00
	Per field deposit to reserve	\$50.00
	Refundable damage deposit	\$100.00
Northrup Athletic Park Tournament/Camp Rental	Full complex rental on first day	\$2,200.00
	Rental for second day - required if renter plans to charge a gate fee	\$1,800.00
Park Vendor Permit	City resident - per participant	\$10.00
Park vendor Permit	Non-resident - per participant	\$50.00
Non-City Sponsored Athletic	City resident - per participant	\$10.00
League Facility Use Fee	Non-resident - per participant	\$50.00
	City resident - per field per hour.  Max of 2 hours per 24 hour  period	\$20.00
Sports Field Rental	Non-resident - per field per hour.  Max of 2 hours per 24 hour  period	\$40.00
	Refunds - only when the city closes the fields	
Veterans Park User/Maintenance Fee	Special use of this park must be approved by the City Manager or his designee through the Park and Recreation Office	

	Per field per day	\$150.00	NO CPI Increase
	Per field deposit to reserve	\$50.00	NO CPI Increase
N. 11 AUL 11 D. 1	Refundable damage deposit	\$100.00	NO CPI Increase
Northrup Athletic Park Tournament/Camp Rental	Full complex rental on first day	\$2,200.00	NO CPI Increase
	Rental for second day - required if renter plans to charge a gate fee	\$1,800.00	NO CPI Increase
Park Vendor Permit	City resident - per participant	\$10.00	NO CPI Increase
Park vendor Permit	Non-resident - per participant	\$50.00	NO CPI Increase
Non-City Sponsored Athletic	City resident - per participant	\$10.00	NO CPI Increase
League Facility Use Fee	Non-resident - per participant	\$50.00	NO CPI Increase
	City resident - per field per hour.  Max of 2 hours per 24 hour  period	\$20.00	NO CPI Increase
Sports Field Rental	Non-resident - per field per hour.  Max of 2 hours per 24 hour  period	\$40.00	NO CPI Increase
	Refunds - only when the city closes the fields		NO CPI Increase
Veterans Park User/Maintenance Fee	Special use of this park must be approved by the City Manager or his designee through the Park and Recreation Office		NO CPI Increase

#### PARKS AND RECREATION



#### PARKS AND RECREATION

UNIT FEE

FEE DESCRIPTION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE

	Weekday parking pass: city resident	Free	
	Weekday parking pass: non- resident	\$10.00	
	Weekend parking pass: city resident	Free	
Boerne City Lake Access	Weekend parking pass: non- resident	\$15.00	
	Holiday parking pass: city resident	Free	
	Holiday parking pass: non- resident	\$20.00	
	Season pass: city resident	Free up to 2 vehicles, \$25.00 per additional vehicle	
	Season pass: non-resident	\$125.00, \$25.00 per additional vehicle	

	Weekday parking pass: city resident	Free	NO CPI Increase
	Weekday parking pass: non- resident	\$10.00	NO CPI Increase
	Weekend parking pass: city resident	ss: city Free NO CPI Increase	NO CPI Increase
	Weekend parking pass: non- resident \$15.00		NO CPI Increase
Boerne City Lake Access	Holiday parking pass: city resident	Free	NO CPI Increase
	Holiday parking pass: non- resident	\$20.00	NO CPI Increase
_	Season pass: city resident	Free up to 2 vehicles, \$25.00 per additional vehicle	NO CPI Increase
	Season pass: non-resident	\$125.00, \$25.00 per additional vehicle	NO CPI Increase

UNIT FEE

#### PARKS AND RECREATION

FEE DESCRIPTION



PARKS AND RECREATION

FEE DESCRIPTION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

Boerne City Lake Access	Daily parking pass - any day	\$5.00	
Senior Citizens (65 And Over) Military - Active And Retired/	Season pass	\$75.00	
Disabled Citizens	Per additional pass	\$25.00	
Boerne City Lake Access - Disabled Veterans	Free entry for 60% or more disabled veterans		
	Daily rental - weekday Monday - Thursday	\$100.00	
	Refundable damage deposit fee	\$100.00	
Boerne City Lake Park Group Pavilion Rental	Daily rental - weekend - Friday - Sunday	\$250.00	
	Refundable damage deposit fee	\$200.00	
	Holiday	\$500.00	
	Refundable damage deposit fee	\$500.00	
	All non-residents will be charged a gate fee		
	Cancellation fee: less than 2 weeks prior to event	damage deposit fee refundable only	
	No shows/no refund	refundable damage deposit required	

Boerne City Lake Access	Daily parking pass - any day	\$5.00	NO CPI Increase
Senior Citizens (65 And Over) Military - Active And Retired/	Season pass	\$75.00	NO CPI Increase
Disabled Citizens	Per additional pass	\$25.00	NO CPI Increase
Boerne City Lake Access - Disabled Veterans	Free entry for 60% or more disabled veterans		NO CPI Increase
	Daily rental - weekday Monday - Thursday	\$100.00	NO CPI Increase
	Refundable damage deposit fee \$100.00		NO CPI Increase
Boerne City Lake Park Group Pavilion Rental	Daily rental - weekend - Friday - Sunday	\$250.00	NO CPI Increase
	Refundable damage deposit fee	\$200.00	NO CPI Increase
	Holiday	\$500.00	NO CPI Increase
	Refundable damage deposit fee	\$500.00	NO CPI Increase
	All non-residents will be charged a gate fee		NO CPI Increase
	Cancellation fee: less than 2 weeks prior to event	damage deposit fee refundable only	NO CPI Increase
	No shows/no refund	refundable damage deposit required	NO CPI Increase

UNIT FEE

#### PARKS AND RECREATION



FY 2026 Proposed Fee Schedule

#### PARKS AND RECREATION



#### IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

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FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
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	Weekday rental - city resident	\$200.00	<del>- </del>	Weekday rental - city resident	\$200.00	NO CPI Increase
	Weekday rental - non-resident	\$250.00	<del>- </del>	Weekday rental - non-resident	\$250.00	NO CPI Increase
	Weekend rental - city resident	\$350.00	<del>_</del>	Weekend rental - city resident	\$350.00	NO CPI Increase
	Weekend rental - non-resident	\$500.00		Weekend rental - non-resident	\$500.00	NO CPI Increase
Main Plaza & City Parking Lots	Additional charge of \$25.00 per vendor when applicable. Fees are discounted by 50% for charitable non-profit organizations. (IRS Determination Letter must be provided.) In addition to current fee Main Plaza Special Event Damage Deposit Fees - \$1000.00. Cancellation Fee: Less than 2 weeks prior to event-damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.		Main Plaza & City Parking Lots	Additional charge of \$25.00 per vendor when applicable. Fees are discounted by 50% for charitable non-profit organizations. (IRS Determination Letter must be provided.) In addition to current fee Main Plaza Special Event Damage Deposit Fees - \$1000.00. Cancellation Fee: Less than 2 weeks prior to event-damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.		NO CPI Increase
City Parks-Deposit For Short Term License Agreement		\$1,040.00	City Parks-Deposit For Short Term License Agreement		\$1,040.00	NO CPI Increase
City Parks-License Fee For Uses Requiring A Short Term Lease Agreement	Per day	\$1,040.00	City Parks-License Fee For Uses Requiring A Short Term Lease Agreement	Per day	\$1,040.00	NO CPI Increase
Public Film Permit	Per day	\$50.00	Public Film Permit	Per day	\$50.00	NO CPI Increase
Public Film Project Expenses	Fees will be established for each filming project based on the costs assoicated with the project		Public Film Project Expenses	Fees will be established for each filming project based on the costs assoicated with the project		NO CPI Increase
Athletic & Recreational Programs	Fees will be established for each program based on the costs associated with the program		Athletic & Recreational Programs	Fees will be established for each program based on the costs associated with the program		NO CPI Increase
Water Works Terrace - With Main Plaza Rental	Weekday - city resident	\$25.00	Water Works Terrace - With Main Plaza Rental	Weekday - city resident	\$25.00	NO CPI Increase
Water Works Terrace - With Main Plaza Rental	Weekend - city resident	\$50.00	Water Works Terrace - With Main Plaza Rental	Weekend - city resident	\$50.00	NO CPI Increase
Water Works Terrace - With Main Plaza Rental	Weekday - non-resident	\$50.00	Water Works Terrace - With Main Plaza Rental	Weekday - non-resident	\$50.00	NO CPI Increase
Water Works Terrace - With Main Plaza Rental	Weekend - non-resident	\$75.00	Water Works Terrace - With Main Plaza Rental	Weekend - non-resident	\$75.00	NO CPI Increase
/ater Works Terrace - Without Main Plaza Rental	Weekday - city resident	\$50.00	Water Works Terrace - Without Main Plaza Rental	Weekday - city resident	\$50.00	NO CPI Increase
Vater Works Terrace - Without Main Plaza Rental	Weekend - city resident	\$75.00	Water Works Terrace - Without Main Plaza Rental	Weekend - city resident	\$75.00	NO CPI Increase

# PARKS AND RECREATION



FEE DESCRIPTION	UNIT FEE	FEE
Water Works Terrace - Without Main Plaza Rental	Weekday - non-resident	\$75.00
Water Works Terrace - Without Main Plaza Rental	Weekend - non-resident	\$100.00
Water Works Terrace	Cancellation fee - less than 2 weeks prior to event	damage deposit fee refundable only
Water Works Terrace	No shows	no refund

## FY 2026 Proposed Fee Schedule

# PARKS AND RECREATION



## IF YOU ARE PROPOSING A CHANGE, **ENTER THE REASON WHY** (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE	Justification
Water Works Terrace - Without Main Plaza Rental	Weekday - non-resident	\$75.00	NO CPI Increase
Water Works Terrace - Without Main Plaza Rental	Weekend - non-resident	\$100.00	NO CPI Increase
Water Works Terrace	Cancellation fee - less than 2 weeks prior to event	damage deposit fee refundable only	NO CPI Increase
Water Works Terrace	No shows	no refund	NO CPI Increase



# PARKS AND RECREATION



FY 2026 Proposed Fee Schedule

IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION

UNIT FEE

Justification

City Park Tournament/ Camp	Per field per day	\$150.00
	Set fee per field	\$200.00
	Refundable security deposit per field	\$50.00
Field Rental	Cancellation Fee: Less than 2 weeks - damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.	

FEE DESCRIPTION

City Park Tournament/ Camp Field Rental	Per field per day	\$150.00
	Set fee per field	\$200.00
	Refundable security deposit per field	\$50.00
	Cancellation Fee: Less than 2 weeks - damage deposit fee refundable only. No shows/no	
	refundable only. No shows/no refund. Refundable damage deposit required.	

NO CPI Increase
NO CPI Increase
NO CPI Increase
NO CPI Increase

# PARKS AND RECREATION

Amphitheater

Amphitheater Stage Lighting



\$155.00

\$50.00

PARKS AND F	RECREATION
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**UNIT FEE** 

**FEE DESCRIPTION** 



## IF YOU ARE PROPOSING A CHANGE, **ENTER THE REASON WHY** (MANDATORY)

Justification

FEE DESCRIPTION	UNIT FEE	FEE	
	Weekday rental - resident	\$210.00	
	Weekday rental - non-resident	\$315.00	
	Weekend rental - resident	\$420.00	
	Weekend rental - non-resident	\$525.00	
	Additional charge per vendor	\$10.00	
	when applicable	¥10.00	
	Fees are discounted by 50% for		
	charitable non-profit		
	organizations (IRS		
	Determination Letter must be		

provided) In addition to current fee Special Event Damage Deposit Fees: 1 to 100 participants - \$210 deposit. 101 to 500 participants -\$315 deposit. Cancellation Fee: 2 weeks prior to rental - \$25 admin. fee Less than 2 weeks - 25% of rental plus \$25 administrative fee. No shows/ no refund.

Plus per hour labor fee

	Weekday rental - resident	\$210.00	NO CPI Increase
	Weekday rental - non-resident	\$315.00	NO CPI Increase
	Weekend rental - resident	\$420.00	NO CPI Increase
	Weekend rental - non-resident	\$525.00	NO CPI Increase
	Additional charge per vendor when applicable	\$10.00	NO CPI Increase
Amphitheater	Fees are discounted by 50% for charitable non-profit organizations (IRS Determination Letter must be provided)		NO CPI Increase
	In addition to current fee Special Event Damage Deposit Fees: 1 to 100 participants - \$210 deposit. 101 to 500 participants - \$315 deposit. Cancellation Fee: 2 weeks prior to rental - \$25 admin. fee Less than 2 weeks - 25% of rental plus \$25 administrative fee. No shows/ no refund.		NO CPI Increase
A 1:11 1 01 1:11:		\$155.00	NO CPI Increase

	Weekday rental - resident	\$210.00	NO CPI Increase
	Weekday rental - non-resident	\$315.00	NO CPI Increase
	Weekend rental - resident	\$420.00	NO CPI Increase
	Weekend rental - non-resident	\$525.00	NO CPI Increase
	Additional charge per vendor when applicable	\$10.00	NO CPI Increase
Amphitheater	Fees are discounted by 50% for charitable non-profit organizations (IRS Determination Letter must be provided)		NO CPI Increase
	In addition to current fee Special Event Damage Deposit Fees: 1 to 100 participants - \$210 deposit. 101 to 500 participants - \$315 deposit. Cancellation Fee: 2 weeks prior to rental - \$25 admin. fee Less than 2 weeks - 25% of rental plus \$25 administrative fee. No shows/ no refund.		NO CPI Increase
Amphitheater Stage Lighting		\$155.00	NO CPI Increase
Amphitheater Stage Lighting	Plus per hour labor fee	\$50.00	NO CPI Increase

# PLANNING & DEVELOPMENT



# PLANNING & DEVELOPMENT

UNIT FEE

FEE DESCRIPTION



FY 2026 Proposed Fee Schedule

## IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

FEE DESCRIPTION	OHITTEE	FEE
Re-Zoning Application Fee		\$1,000
Tte-Zoning Application Fee		
	New	\$1,000
Special Use Permit	Extension  Major Amandment	\$500
	Major Amendment  Minor Amendment	\$1,000 \$100
Administrative/Land Use Determination	WIND AMERICAN	\$570
Zoning Verification Letter		\$100
	Per lot for homestead property	\$1,141
Vested Rights Determination	plus attorney fees for multiple lot/residential subdivision, multifamily or commercial properties	\$2,852
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee
Land Study		\$570
Master Development Plan	Base Fee Plus	\$2,281
(MDP)	Per acre	\$115
Master Development Plan	Major Amendment	\$1,141
(MDP) Amendment	Minor Amendment	\$570
Subdivision/Replat application fee (Preliminary Plats, Final	Per plat plus	\$741
Plats, Etc.)	Per lot	\$115
Minor Development Plat Application		\$400
Major Development Plat	Per plat plus	\$741
Application	Per lot	\$55
Amending Subdivision Plat Application Fee		\$500
Cluster Development District (CDD)		\$1,000

Re-Zoning Application Fee		\$1,000	
	New	\$1,000	
	Extension	\$500	
Special Use Permit	Major Amendment	\$1,000	
	Minor Amendment	\$100	
Administrative/Land Use Determination		\$570	
Zoning Verification Letter		\$100	
	Per lot for homestead property	\$1,141	
Vested Rights Determination	plus attorney fees for multiple lot/residential subdivision, multifamily or commercial properties	\$2,852	
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee	
Land Study		\$570	
Master Development Plan (MDP)	Base Fee Plus	\$2,281	
	Per acre	\$115	
Master Development Plan (MDP) Amendment	Major Amendment	\$1,141	
	Minor Amendment	\$570	
Subdivision/Replat application fee (Preliminary Plats, Final Plats, Etc.)	Per plat plus	\$741	
	Per lot	\$115	
Minor Development Plat Application		\$400	
Major Development Plat	Per plat plus	\$741	
Application	Per lot	\$55	
Amending Subdivision Plat Application Fee		\$500	
Cluster Development District (CDD)		\$1,000	

# PLANNING & DEVELOPMENT



# PLANNING & DEVELOPMENT

UNIT FEE

FEE DESCRIPTION



FY 2026 Proposed Fee Schedule

## IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

FEE DESCRIPTION	UNIT FEE	FEE
Planned Development District (PDD)		\$1,000
Planned Unit Development (PUD)		\$1,000
Planned Unit Development or Planned Development District (PUD/PDD) Budget Review		Actual cost of consultant
Park Land Dedication		As determined by UDC
Plat Expiration Extension		\$1,141
Plat Waiver		\$551
Plat Vacation Application Fee		\$401
Tree Preservation Review And Inspection		Actual cost of consultant
Tree Removal		\$164.00
Mitigation For Tree Removal	Standard tree in TC	\$50.00
	Legacy tree in TC	\$105.00
	Heritage tree in TC	\$210.00
	Standard tree in TC	\$105.00
Mitigation For Tree Removal Within A Drainage Protection Zone	Legacy tree in TC	\$210.00
2010	Heritage tree in TC	\$305.00
Tree Removal Violation Or Tree Mortality Violation	P/circumference inch or replacement - no more than \$1,000.00 p/day	\$250.00
Subdivision Variance	Each	\$500
Application for Design Review	Certificate of Approval	\$230
Committee (DRC)	Sign Variance	\$500
Application for Historic	Sign	\$150
Landmark Commission (HLC)	Other	\$250
Thoroughfare Plan Amendment		\$1,000

Planned Unit Development (PDD)   \$1,000				
Planned Unit Development (PUD) Planned Unit Development or Planned Development District (PUD/PDD) Budget Review  Park Land Dedication Plat Expiration Extension Plat Waiver Plat Vacation Application Fee Tree Preservation Review And Inspection Tree Removal  Mitigation For Tree Removal  Standard tree in TC  \$105.00  Legacy tree in TC  \$210.00  Legacy tree in TC  \$210.00  Pricircumference inch or replacement - no more than \$250.00  Subdivision Variance  Each  \$500  Application for Design Review  Committee (DRC)  Sign Wariance  \$500			\$1,000	
Planned Development District (PUD/PDD) Budget Review   Park Land Dedication   As determined by UDC	Planned Unit Development		\$1,000	
Plat Expiration Extension	Planned Development District		Actual cost of consultant	
Plat Waiver	Park Land Dedication		As determined by UDC	
Plat Vacation Application Fee	Plat Expiration Extension		\$1,141	
Tree Preservation Review And Inspection  Tree Removal  Standard tree in TC  Standard tree in TC  Standard tree in TC  Heritage tree in TC  Standard tree in	Plat Waiver		\$551	
Inspection Tree Removal  Standard tree in TC  Standard tree in TC  Standard tree in TC  Heritage tree in TC  Standard tree in TC  Stand			\$401	
Standard tree in TC			Actual cost of consultant	
Mitigation For Tree Removal  Legacy tree in TC \$105.00  Heritage tree in TC \$210.00  Standard tree in TC \$105.00  Mitigation For Tree Removal Within A Drainage Protection Zone  Legacy tree in TC \$210.00  Heritage tree in TC \$210.00  Tree Removal Violation Or Tree Mortality Violation  P/circumference inch or replacement - no more than \$1,000.00 p/day  Subdivision Variance  Each \$500  Application for Design Review Committee (DRC)  Sign Variance \$500  Application for Historic  Sign \$150	Tree Removal		\$164.00	
Heritage tree in TC \$210.00  Mitigation For Tree Removal Within A Drainage Protection Zone  Tree Removal Violation Or Tree Mortality Violation  Subdivision Variance  Application for Design Review Committee (DRC)  Application for Historic  Heritage tree in TC \$210.00  \$210.		Standard tree in TC	\$50.00	
Mitigation For Tree Removal Within A Drainage Protection Zone  Legacy tree in TC \$210.00  Heritage tree in TC \$305.00  Tree Removal Violation Or Tree Mortality Violation  Subdivision Variance  Application for Design Review Committee (DRC)  Application for Historic  Standard tree in TC \$105.00  Legacy tree in TC \$210.00  \$250.	Mitigation For Tree Removal	Legacy tree in TC	\$105.00	
Mitigation For Tree Removal Within A Drainage Protection Zone  Heritage tree in TC \$210.00  Heritage tree in TC \$305.00  Tree Removal Violation Or Tree Mortality Violation  Subdivision Variance  Application for Design Review Committee (DRC)  Application for Historic  Application for Historic  Sign \$150		Heritage tree in TC	\$210.00	
Within A Drainage Protection Zone  Legacy tree in TC \$210.00  Heritage tree in TC \$305.00  Tree Removal Violation Or Tree Mortality Violation  Subdivision Variance  Each \$500  Application for Design Review Committee (DRC)  Application for Historic  Sign \$150		Standard tree in TC	\$105.00	
Heritage tree in TC \$305.00  Tree Removal Violation Or Tree Mortality Violation Standard Stan	Within A Drainage Protection	Legacy tree in TC	\$210.00	
Tree Removal Violation Or Tree   Mortality Violation   Preplacement - no more than   \$250.00	Zone	Heritage tree in TC	\$305.00	
Application for Design Review Certificate of Approval \$230 Committee (DRC) Sign Variance \$500  Application for Historic Sign \$150		replacement - no more than	\$250.00	
Committee (DRC) Sign Variance \$500  Application for Historic Sign \$150	Subdivision Variance	Each	\$500	
Application for Historic Sign \$150	Application for Design Review	Certificate of Approval	\$230	
Application for instance	Committee (DRC)	Sign Variance	\$500	
Landmark Commission (HLC) Other \$250		Sign	\$150	
	Landmark Commission (HLC)	Other	\$250	
Thoroughfare Plan Amendment \$1,000	Thoroughfare Plan Amendment		\$1,000	

UNIT FEE

# PLANNING & DEVELOPMENT

FEE DESCRIPTION



# FY 2026 Proposed Fee Schedule

# PLANNING & DEVELOPMENT

UNIT FEE

FEE DESCRIPTION



## IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

Master Sign Agreement		\$250 plus recording fees
Short-Term Rental Permit Fee		\$200.00
Short-Term Rental Inspection Fee		\$100.00
Development Agreement Fee		\$2,500 plus \$200/acre (max \$7,500), plus attorney fee
Development Agreement Amendment		\$2,000 plus \$100/acre (max \$5000), plus attorney fees
Incentive Agreement		\$9,300 plus attorney fees
Low Income Housing Tax Credit (LIHTC) Project (Consideration)		\$1,000 plus \$100/ acre (max \$5,000)
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee
Kendall County Recording Fees		Actual cost as determined by the County Clerk's Fee Schedule currently in effect
Annexation Petition by Property Owner		\$700
All Board or Committee Appeals (not specified elsewhere)	Each	\$500
All Administrative Appeals (not specified elsewhere)	Each	\$500

Master Sign Agreement		\$250 plus recording fees	
Short-Term Rental Permit Fee		\$200.00	
Short-Term Rental Inspection Fee		\$100.00	
Development Agreement Fee		\$2,500 plus \$200/acre (max \$7,500), plus attorney fee	
Development Agreement Amendment		\$2,000 plus \$100/acre (max \$5000), plus attorney fees	
Incentive Agreement		\$9,300 plus attorney fees	
Low Income Housing Tax Credit (LIHTC) Project (Consideration)		\$1,000 plus \$100/ acre (max \$5,000)	
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee	
Kendall County Recording Fees		Actual cost as determined by the County Clerk's Fee Schedule currently in effect	
Annexation Petition by Property Owner		\$700	
All Board or Committee Appeals (not specified elsewhere)	Each	\$500	
All Administrative Appeals (not specified elsewhere)	Each	\$500	

# PUBLIC RECORDS & DOCUMENTS



PUBLIC RECORDS	8
DOCUMENTS	

FEE DESCRIPTION

UNIT FEE



IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

FEE DESCRIPTION	UNIT FEE	FEE
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Copies - 50 Pages Or Less	Per page	\$0.10
Copies - More Than 50 Pages Or If Information Requested Is Located In More Than One	Actual copy charge plus personnel per hour	\$15.00
Building Or In A Remote Storage Facility	Overhead of personnel charge	20%
Printed Copies - Large Format - Black & White 18"X 24" 24" X 36" 30" X 42"	Actual cost	
Printed Copies - Large Format - Color 18"X 24" 24" X 36" 30" X 42"	Actual cost	
Scanning - Large Format	Actual cost	
Non-Standard Size Copies	DVD	\$1.00
	USB drive	\$1.00
Computer Resource Charges	PC or LAN - per hour	\$2.00
Computer Resource Charges	Programming time - per hour	\$28.50
Postage and Shipping	Actual cost	
Certify A Document	Per certification	\$2.00

Copies - 50 Pages Or Less	Per page	\$0.10	set by statute
Copies - More Than 50 Pages Or If Information Requested Is Located In More Than One	Actual copy charge plus personnel per hour	\$15.00	set by statute
Building Or In A Remote Storage Facility	Overhead of personnel charge	20%	set by statute
Printed Copies - Large Format - Black & White 18"X 24" 24" X 36" 30" X 42"	Actual cost		
Printed Copies - Large Format - Color 18"X 24" 24" X 36" 30" X 42"	Actual cost		
Scanning - Large Format	Actual cost		
Non-Standard Size Copies	DVD	\$1.00	set by statute
	USB drive	\$1.00	set by statute
Computer Resource Charges	PC or LAN - per hour	\$2.00	set by statute
Computer Nesource Charges	Programming time - per hour	\$28.50	set by statute
Postage and Shipping	Actual cost		
Certify A Document	Per certification	\$2.00	set by statute

FY 2026 Proposed Fee Schedule

# UTILITIES



# FY 2026 Proposed Fee Schedule

# UTILITIES



IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
Garbage Billing/Collection Fee	Per customer per month	\$1.00	Garbage Billing/Collection Fee	Per customer per month	\$1.00	
Garbage - Brush Collection - Monthly Fee	Per customer per month	\$1.00	Garbage - Brush Collection - Monthly Fee	Per customer per month	\$1.00	
Garbage/Brush Collection - Additional Pick-Up For Active Accounts Only	Per pick-up	\$30.00	Garbage/Brush Collection - Additional Pick-Up For Active Accounts Only	Per pick-up	\$30.00	
Garbage - Brush Collection - Special Requests: Owner Accounts With Tenant, Commercial Accounts, Non- active Accounts (Property Owner Does Not Have Active Residential Utility Account)	Per pick-up	\$26.00	Garbage - Brush Collection - Special Requests: Owner Accounts With Tenant, Commercial Accounts, Non- active Accounts (Property Owner Does Not Have Active Residential Utility Account)	Per pick-up	\$26.00	
Processing Fee: Disconnect - Reconnect at Customers Request	Regular hours	\$58.00	Processing Fee: Disconnect - Reconnect at Customers Request	Regular hours	\$58.00	
	After hours	\$116.00		After hours	\$116.00	
Reread Fee / Additional Water Profile Fee	Charge after 2nd re-read in a 12 month period if no errors found	\$21.00	Reread Fee / Additional Water Profile Fee	Charge after 2nd re-read in a 12 month period if no errors found	\$21.00	
	Charge after 2nd water profile in a 12 month period	\$21.00		Charge after 2nd water profile in a 12 month period	\$21.00	
Return Check, ACH, Credit Card And/Or Credit Card Draft (CCD)	Per occurrence	\$38.00	Return Check, ACH, Credit Card And/Or Credit Card Draft (CCD)	Per occurrence	\$38.00	
Account Activation Fee	Per account	\$19.00	Account Activation Fee	Per account	\$19.00	
Transfer Fee	Per occurrence	\$19.00	Transfer Fee	Per occurrence	\$19.00	
Miscellaneous Fee	Normal hours	\$19.00	Miscellaneous Fee	Normal hours	\$19.00	
	After hours	\$37.00		After hours	\$37.00	

# UTILITIES



UTILITIES
OTILITIES

FEE DESCRIPTION



FEE

IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

FEE DESCRIPTION	UNIT FEE	FEE

Meter Test Fee (One Free Test Per Four Years, Thereafter, Fee Charged if Meter is Valid)	Actual cost passed through	
Meter Tamper	Per occurrence	\$200.00
	Associated additional cost passed through	
Overhead Banners on Main Street	Per application	\$350.00
Distributed Generation Application Fee	Per application	\$551.00

Meter Test Fee (One Free Test Per Four Years, Thereafter, Fee Charged if Meter is Valid)	Actual cost passed through	
Meter Tamper	Per occurrence	\$200.00
	Associated additional cost passed through	
Overhead Banners on Main Street	Per application	\$350.00
Distributed Generation Application Fee	Per application	\$551.00

FY 2026 Proposed Fee Schedule

UNIT FEE

# WATER CONNECTION & SERVICE



\$219.00

\$716.00

FΥ	2026	Proposed	Fee	Schedu	le

FEE DESCRIPTION

# WATER CONNECTION & SERVICE

**UNIT FEE** 



FEE

## IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

FEE DESCRIPTION	UNIT FEE	FEE
New Tap And 3/4 Inch Service	Plus the actual cost of pipe	\$524.00
New Tap And 1 Inch Service	Plus the actual cost of pipe	\$572.00
New Tap And 1 1/2 Inch Service	Plus the actual cost of pipe	\$609.00
New Tap And 2 Inch Service	Plus the actual cost of pipe	\$678.00
New Tap And 3 Inch Service	Plus the actual cost of pipe	\$1,411.00
New Tap And 4 Inch Service	Plus the actual cost of pipe	\$1,464.00

New Tap And 3/4 Inch Service	Plus the actual cost of pipe	\$624.00	Increase in materials and labor
New Tap And 1 Inch Service	Plus the actual cost of pipe	\$672.00	Increase in materials and labor
New Tap And 1 1/2 Inch Service	Plus the actual cost of pipe	\$709.00	Increase in materials and labor
New Tap And 2 Inch Service	Plus the actual cost of pipe	\$778.00	Increase in materials and labor
New Tap And 3 Inch Service	Plus the actual cost of pipe	\$1,511.00	Increase in materials and labor
New Tap And 4 Inch Service	Plus the actual cost of pipe	\$1,564.00	Increase in materials and labor

#### Meter Charges And New Meter Added To Existing Services. Meter Size:

5/8 X 3/4 Inch Non-Turbine

Bulk Potable Water Meter

Deposit

3/4" Combined Fire Flow Meter		\$503.00
Multiple Meters 5/8 X 3/4 Inch (3 Minimum)	Per meter	\$187.00
3/4 Inch Non-Turbine		\$251.00
1 Inch Non-Turbine		\$436.00
1 1/2 Inch Non-Turbine		\$800.00
2 Inch Compound		\$2,550.00
3 Inch Compound		\$3,800.00
4 Inch Compound		\$5,025.00
6 Inch Compound		\$6,225.00
All Special Water Services And Special Applications Not Covered Above	Actual cost	
Backflow Prevention Annual Tester Registration	Per tester (non-refundable)	\$53.00

For contractors

#### Meter Charges And New Meter Added To Existing Services. Meter Size:

5/8 X 3/4 Inch Non-Turbine		\$341.00	Increase in average cost of meter and labor.
3/4" Combined Fire Flow Meter		\$503.00	
Multiple Meters 5/8 X 3/4 Inch (3 Minimum)	Per meter	\$300.00	Increase in average cost of meter and labor.
3/4 Inch Non-Turbine		\$420.00	Increase in average cost of meter
1 Inch Non-Turbine		\$633.00	Increase in average cost of meter and labor.
1 1/2 Inch Non-Turbine		\$929.00	Increase in average cost of meter
2 Inch Compound		\$2,865.00	Increase in average cost of meter and labor.
3 Inch Compound		\$3,890.00	Increase in average cost of meter and labor.
4 Inch Compound		\$5,025.00	
6 Inch Compound		\$6,225.00	
All Special Water Services And Special Applications Not Covered Above	Actual cost		
Backflow Prevention Annual Tester Registration	Per tester (non-refundable)	\$75.00	Increase in administrative fees
Bulk Potable Water Meter Deposit	For contractors	\$820.00	Increase in average cost of meter

UNIT FEE

# WATER CONNECTION & SERVICE

FEE DESCRIPTION



FEE

WATER CONNECTION &
SERVICE

FY 2026 Proposed Fee Schedule

FEE DESCRIPTION



FEE

## IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)

Justification

TEE DESCRIPTION	01111122	
Bulk Potable Water Meter Rental Fee	Per day	\$7.00
Bulk Potable Water Consumption  Per 1,000 gals		\$5.50
Bulk Reclaimed Water For	Per 1,000 gals	\$5.00
Construction	Deposit per account required	\$265.00
Repair Service Damaged By Construction	Actual cost - \$500 minimum	
All Special Water Services And Special Applications Not Covered Above	Actual cost	

Bulk Potable Water Meter Rental Fee	Per day	\$7.00	
Bulk Potable Water Consumption	Per 1,000 gals	\$5.50	
Bulk Reclaimed Water For	Per 1,000 gals	\$5.00	
Construction	Deposit per account required	\$265.00	
Repair Service Damaged By Construction	Actual cost - \$500 minimum		
All Special Water Services And Special Applications Not Covered Above	Actual cost		

UNIT FEE

# SEWER SERVICE FEE DESCRIPTION UNIT FEE FEE

FY 2026 Proposed Fee Schedule				
SEWER S	SERVICE	Utilities	IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)	
FEE DESCRIPTION	UNIT FEE	FEE	Justification	

Sewer Tap And 6 Inch Service	Plus the actual cost of pipe	\$550.00
Sewer Tap And 8 Inch Service	Plus the actual cost of pipe	\$677.00
Repair Service Damaged By Construction	Actual cost - \$500 minimum	
All Special Sewer Services and Special Applications Not Covered Above	Actual cost	

Sewer Tap And 6 Inch Service	Plus the actual cost of pipe	\$650.00	Increase in materials and labor
Sewer Tap And 8 Inch Service	Plus the actual cost of pipe	\$777.00	Increase in materials and labor
Repair Service Damaged By Construction	Actual cost - \$500 minimum		
All Special Sewer Services and Special Applications Not Covered Above	Actual cost		

FY 2025 Fee Schedule			FY 2026 Proposed Fee Schedule			
ZONING BOARD OF ADJUSTMENT		B	ZONING BOARD OF ADJUSTMENT		B	IF YOU ARE PROPOSING A CHANGE, ENTER THE REASON WHY (MANDATORY)
FEE DESCRIPTION	UNIT FEE	FEE	FEE DESCRIPTION	UNIT FEE	FEE	Justification
Application Fee for Variance or Appeal to Decision of Administrative Official	Each request	\$500	Application Fee for Variance or Appeal to Decision of Administrative Official	Each request	\$500	

Agenda Date	AGENDA ITEM SUMMARY  September 9, 2025	
Agenda Date	September 9, 2023	
Requested Action	APPROVE RESOLUTION NO. 2025-R66; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY REGULAR INVOICES AND BILLS FROM SPECIFIC PROVIDERS OF GOODS AND SERVICES, IN ACCORDANCE WITH THE APPROVED ANNUAL BUDGET, AND IN ACCORDANCE WITH SECTION 6.08 OF THE CITY OF BOERNE'S HOME RULE CHARTER.	
Contact Person	Sarah Buckelew, Finance Director	
Background Information	The City of Boerne Home Rule Charter Section 6.08 requires that all contracts for expenditures exceeding the state law competitive bidding threshold requirements must be expressly approved in advance by City Council. The state law bidding threshold for Fiscal Year 2025-26 is \$100,000.  This resolution authorizes the City Manager or his designee to pay regular invoices and bills that exceed \$100,000 from the agencies and companies listed. These are purchases that have been budgeted for the current fiscal year and that already meet requirements under Texas Municipal Procurement laws. Approval of this resolution allows for timely and efficient payment of these invoices and bills.  The list of vendors is reviewed and updated on an annual basis.	
Strategic Alignment	B3: Streamlined and Efficient Processes  F1: Commitment to strategic, responsible, and conservative financial management.	
Financial Considerations	Authorizes the timely payment of items that have been approved in the budget and have already met requirements under Texas Municipal Procurement Laws.	
Citizen Input/Board Review	N/A	
Legal Review	N/A	
Alternative Options	N/A	
Supporting Documents	Resolution No. 2025-R66	

## **RESOLUTION NO. 2025-R66**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY REGULAR INVOICES AND BILLS FROM SPECIFIC PROVIDERS OF GOODS AND SERVICES, IN ACCORDANCE WITH THE APPROVED ANNUAL BUDGET, AND IN ACCORDANCE WITH SECTION 6.08 OF THE CITY OF BOERNE'S HOME RULE CHARTER

**WHEREAS,** in the course of routine operations, the City of Boerne receives invoices and bills from specific providers of goods and services which provide utilities, insurance coverage, solid waste disposal, and similar necessary services; and

**WHEREAS**, in the course of city operations, the City of Boerne receives invoices and bills for contracts over \$100,000 which were previously approved by City Council for multi-year projects that are still on-going;

WHEREAS, such regular invoices and bills often exceed the \$100,000 limitation on the authority of the City Manager to pay without prior approval of the City Council set by City Ordinance while not exceeding the statutory bidding threshold limit set in Section 6.08 of the City Charter because of certain exemptions to the statutory bidding requirements; and

**WHEREAS**, the amounts represented by payment of all such regular invoices and bills for contracts currently on-going are anticipated in the approved annual budget; and

**WHEREAS**, the City Council's advance approval of payment of such regular invoices and bills by the City Manager would promote governmental efficiency and would be in the best interest of the City;

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

**SECTION 1**. The City Manager is hereby authorized to pay monthly/annual regular invoices and bills as may be received, provided that the expenditures are anticipated in the approved Annual Budget. Such authority extends only to regular invoices and bills received from the following agencies and companies, as may be necessary for the routine operation of the City:

- Accurate Utility Supply, LLC
- Alterman, Inc
- Amazon
- AT&T Mobility
- Bandera Electric Coop, Inc
- Boerne Hotel, LTD
- Boerne-Kendall County EDC
- BP Energy Company
- The Brandt Companies, LLC
- Cintas Corporation
- City of Garland
- Comptroller of the State of Texas- DBA State Comptroller
- Cow Creek Groundwater Conservation District
- Dearborn Life Insurance Company
- Dell Financial Services
- EDF Trading North America, LLC

- Enterprise Fleet Management
- Equipment Controls Company, Inc.
- Ferguson Waterworks
- Frost Leasing
- Fuelman
- Flock Group, Inc.
- Gajeske, Inc.
- Galls, Inc.
- Guadalupe Blanco River Authority
- Guadalupe Valley Telephone Coop., Inc.
- Granicus, Inc.
- Health Care Service Corporation (DBA "Blue Cross Blue Shield")
- Hill Country Family Services
- Home Depot Credit Services
- ICMA Distribution Center
- Interflex Payment LLC
- Internal Revenue Service
- J.P. Morgan Chase Bank, N.A. (MasterCard)
- Kendall County Appraisal District
- Kendall County Auditor
- Kendall County Treasurer
- Kendall County Elections Office
- Lower Colorado River Authority
- Matrix Imaging Solutions
- Microsoft
- ML & E Landquest Cascade Caverns, LLC
- Motorola Solutions, Inc.
- Municipal Gas Acquisition & Supply Corporation
- Rainbow Senior Center
- Republic Meter, Inc
- RingCentral, Inc
- Schneider Engineering, Inc. (DBA Senergy)
- SHI Government Solutions, Inc.
- Siddons-Martin Emergency Group
- Social Security Administration
- Software House International/Microsoft (SHI)
- Stuart C. Irby Co.
- Tantalus Systems, Inc.
- Taylor, Olson, Adkins, Sralla & Elam, LLP
- Techline, LTD
- Texas Attorney General Child Support Division
- Texas Commission on Environmental Quality (TCEQ)
- Texas Municipal League Intergovernmental Risk Pool
- Texas Municipal Retirement System
- The Lookout Group, Inc.
- Tri-County Gravesite Maintenance, LLC
- Tyler Technologies
- Waste Management, Inc.
- Wex Bank
- Wilnat, Inc. (DBA "Koons Gas Measurement")
- Xerox Financial Services
- YMCA of Greater San Antonio

**SECTION 2.** The City Manager is hereby authorized to pay invoices and bills under contracts previously approved by Council for multi-year projects provided that the expenditures are anticipated in the approved Annual Budget. Such invoices include existing contracts with the following vendors:

- Aoka Engineering
- Axon Enterprise, Inc.
- Badeco, Inc.
- Kimley Horn & Associates
- Freese & Nichols & Associates
- Halff Associates, Inc.
- HDR, Inc.
- Luck Design Team
- Load-Point Corporation
- Hoefer Welker, LLC
- Maestas & Associates, LLC
- Motorola Solutions, Inc.
- Project Control of Texas, Inc.

**SECTION 3.** The City Manager is expressly authorized to pay such regular invoices and bills from entities listed herein that exceed \$100,000, provided the expenditure is exempt from or otherwise does not exceed statutory bidding threshold limits set in Section 6.08 of the City Charter of the City of Boerne.

PASSED, APPROVED ar	nd ADOPTED on this the day of, 2025.
	APPROVED:
ATTEST:	Mayor
City Secretary	

B	AGENDA ITEM SUMMARY
Agenda Date	September 9, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R67; A RESOLUTION DESIGNATING SIGNATORIES FOR THE DEPOSITORY FINANCIAL INSTITUTION FOR THE FUNDS OF THE CITY OF BOERNE, TEXAS.
Contact Person	Sarah Buckelew, Finance Director
Background Information	Frost Bank is the City's depository financial institution, and the City holds several different depository accounts at Frost Bank. The Finance team recently conducted an internal audit and notated that the signatories between accounts were inconsistent. The process to update signatories requires a Resolution from Council.  The purpose of this agenda item is to standardize all depository accounts to reflect the same authorized signatories:  Ben Thatcher, City Manager Kristy Stark, Assistant City Manager Danny Zincke, Assistant City Manager Sarah Buckelew, Finance Director
Strategic Alignment	F1: Commitment to strategic, responsible, and conservative financial management. Fiscal Excellence
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	The resolution was reviewed and approved by legal
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R67

## **RESOLUTION NO. 2025-R67**

A RESOLUTION DESIGNATING SIGNATORIES FOR THE DEPOSITORY FINANCIAL INSTITUTION FOR THE FUNDS OF THE CITY OF BOERNE, TEXAS

WHEREAS, the City of Boerne has a depository agreement with the FROST NATIONAL BANK, BOERNE (026), 1300 SOUTH MAIN, BOERNE, TEXAS 78006, as the depository for the CITY OF BOERNE, PO BOX 1677, BOERNE, TEXAS 78006, ACCOUNTS listed as follows:

City of Boerne - Operating City of Boerne - Payroll

City of Boerne - Cemetery Endowment

City of Boerne - Capital Recovery Fund

City of Boerne - Debt Service

City of Boerne - Utility Debt Service Fund

City of Boerne - Municipal Court Bond Fund

City of Boerne - Police Department Seized Fund Federal

City of Boerne - Police Department Seized Funds Pending

City of Boerne - Police Department Seized Fund State

City of Boerne - Boerne Public Facility Corporation (PFC)

City of Boerne - Public Improvement District (PID)

**WHEREAS**, the Financial Institution named above at one or more of its offices or branches, be and it hereby is designated as a depository for the funds of the City of Boerne, which may be withdrawn on checks, drafts, advices of debt, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of the City ("Agents"), whose actual signatures are shown below:

Ben Thatcher, City Manager City of Boerne
Kristy Stark, Assistant City Manager City of Boerne
Danny Zincke, Assistant City Manager City of Boerne
Sarah Buckelew, Finance Director

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same; and

WHEREAS, the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the City's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or deposition of such item or the proceeds of the item; and

**WHEREAS**, any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by the City of Boerne for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution; and

WHEREAS, the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this resolution; and

WHEREAS, the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

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

That the persons named above are designated as Agents for the City of Boerne, Texas, and are authorized to sign any and all necessary documents in regards to the above accounts.

PASSED, APPROVED, and Al	DOPTED, this the day of, 2025.
	APPROVED:
ATTEST:	Mayor
City Secretary	