

**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 North Main Street**  
**Boerne, TX 78006**  
**OCTOBER 8, 2024 – 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.     [2024-509](#)             CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF SEPTEMBER 24, 2024.

**Attachments:**     [Minutes.24.0924](#)

- B.     [2024-487](#)     CONSIDER RESOLUTION NO. 2024-R76; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 0.0124 ACRES, 0.0648 ACRES DRAINAGE EASEMENT, AND 0.0369 ACRES TEMPORARY CONSTRUCTION EASEMENT, ALL LOCATED IN THE MARIA LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND ALL BEING A PORTION OF THAT CALLED 1.526 ACRE TRACT OF LAND AS DESCRIBED BY DEED RECORDS IN DEED RECORDED IN VOLUME 1500, PAGE 69, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. (Tracts required for the Adler Road drainage project)

**Attachments:**     [AIS - Adller Road Drainage -LandAquistion VS Resolution No. 2024-R76](#)  
                              [VS Parcel and Easements from Closing Package](#)

- C.     [2024-488](#)     CONSIDER RESOLUTION NO. 2024-R77; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 0.5095 ACRES DRAINAGE EASEMENT, AND 0.1336 ACRES TEMPORARY CONSTRUCTION EASEMENT, ALL LOCATED IN THE MARIA LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND ALL BEING A PORTION OF THE REMAINING PORTION OF A CALLED 18.649 ACRE TRACT OF LAND AS DESCRIBED BY DEED RECORDS IN DEED RECORDED IN VOLUME 1365, PAGE 116, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. (Tracts required for the Adler Road drainage project)

**Attachments:**     [AIS - Adler Road Drainage -LandAquistion JT Resolution No. 2024-R77](#)  
                              [JT Easements from Closing Package](#)

REGULAR AGENDA:

5. RESOLUTIONS:

- A.     [2024-506](#)     RECEIVE THE RECOMMENDATION FROM THE STAFF ART ASSESSMENT COMMITTEE (SAAC) TO ACCEPT A DONATION OF ART AND CONSIDER RESOLUTION NO. 2024-R78; A RESOLUTION OF THE BOERNE CITY COUNCIL, ACCEPTING THE SCULPTURE "THE RUNNER" AS A DONATION TO THE CITY OF BOERNE'S PUBLIC ART COLLECTION.

**Attachments:**     [AIS CC Meeting 10-08-2024 Proposed Donation of Bronze Sculpture The Resolution No. 2024-R78](#)  
                          [Attachments A](#)  
                          [Attachments B](#)  
                          [Attachments C](#)  
                          [Attachments D](#)  
                          [Attachments E](#)

- B.     [2024-359](#)     CONSIDER RESOLUTION NO. 2024-R79; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY INVOICES AND BILLS FROM SPECIFIC PROVIDERS OF GOODS AND SERVICES, IN ACCORDANCE WITH THE APPROVED ANNUAL BUDGET, IN ACCORDANCE WITH SECTION 6.08 OF THE CITY OF BOERNE'S HOME RULE CHARTER, AND IN ACCORDANCE WITH TEXAS MUNICIPAL PROCUREMENT LAWS.

**Attachments:**     [AIS Regular Bills](#)  
                          [Resolution No. 2024-R79](#)

- C.     [2024-512](#)     CONSIDER RESOLUTION NO. 2024-R80; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BOERNE AND LUCK DESIGN TEAM FOR NORTHSIDE COMMUNITY PARK TOEPPERWEIN ROAD IMPROVEMENTS FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$31,530.00.

**Attachments:**     [AIS NCP Luck Design Team 10.8.24.ks](#)  
                          [Resolution No. 2024-R80](#)  
                          [2024-06-19 Boerne Northside- Additonal Services 2 with Owner](#)  
                          [2024-07-29 Northside Master Plan](#)

- D.     [2024-519](#)     CONSIDER RESOLUTION NO. 2024-R81; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND PROJECT CONTROL FOR NORTHSIDE COMMUNITY PARK PROJECT MANAGEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$144,000.00.

**Attachments:**     [AIS NCP Project Control 10.8.24.ks](#)  
                          [Resolution No. 2024-R81](#)  
                          [2024-07-29 Northside Master Plan](#)  
                          [Boerne Northside Park PM Proposal Project Control 2024.07.30 REVISE](#)

- E.     [2024-500](#)     CONSIDER RESOLUTION NO. 2024-R82; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A THREE-YEAR CONTRACT BETWEEN THE CITY OF BOERNE AND THE NORMANDY GROUP, LLC FOR SERVICES RELATED TO THE EXPLORATION OF FEDERAL GRANT FUNDING OPPORTUNITIES FOR AN AMOUNT NOT TO EXCEED \$275,400.00 OVER THE THREE-YEAR TERM.

**Attachments:**     [AIS Normandy Contract Oct 2024](#)  
                          [Resolution No. 2024-R82](#)  
                          [City of Boerne Federal Funding Successes Chart](#)  
                          [Boerne Normandy Contract Oct 2024](#)

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

7. ADJOURNMENT

**CERTIFICATION**

**I hereby certify that the above notice of meeting was posted on the 4 day of  
October, 2024 at 12:00 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**  
**SEPTEMBER 24, 2024 – 6:00 PM**

Minutes of the Regular Called City Council Meeting of September 24, 2024.

**Present:**           **6 -** Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council Member Sharon D. Wright, Council Member Quinten Scott, Council Member Bret A. Bunker, and Council Member Joseph Macaluso

**Staff Present:** Sarah Buckelew, Jeff Carroll, Lori Carroll, Jill Christian, Nathan Crane, Sayge Flores, Mike Mann, Nick Montagno, Steve Perez, Mike Raute, Chris Shadrock, Kristy Stark, Mick McKamie and Chastity Valdes.

**Recognized / Registered Guests:** Joe and Heather Bateman, Julie Gossell, and Martha Hawkins.

**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 the Allegiance to the United States Flag and to the Texas Flag.

Mayor Ritchie stated that agenda item 4, the proclamation will be moved before Public Comments.

**2. CONFLICTS OF INTEREST**

No conflicts were declared.

**4.                   PROCLAMATION       ACKNOWLEDGING       PARALYMPIC       GOLD**

**MEDALIST**

Mayor Ritchie acknowledged Jason Tabansky for his paralympic gold medal and read aloud a proclamation.

**3. PUBLIC COMMENTS:**

Julie Gossell, 30010 Cibolo Trace, Fair Oaks Ranch stated she is a member of the Boerne Area Historical Preservation Society. She spoke regarding the Kuhlmann King House and artifacts contained within the museum.

Martha Hawkins spoke regarding an inquisitive child during a tour she gave at a Kuhlmann King House tour who later as an adult brought his child.

**5. CONSENT AGENDA:**

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER MACALUSO TO APPROVE THE CONSENT AGENDA AS PRESENTED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

**A. CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF SEPTEMBER 10, 2024.**

THE MINUTES WERE APPROVED.

**B. CONSIDER RESOLUTION NO. 2024-R67; 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 HILL COUNTRY FAMILY SERVICES.**

THE RESOLUTION WAS APPROVED.

**C. CONSIDER RESOLUTION NO. 2024-R68; 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 (CASA).**

THE RESOLUTION WAS APPROVED.

- D. CONSIDER RESOLUTION NO. 2024-R69; 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.**

THE RESOLUTION WAS APPROVED.

- E. CONSIDER RESOLUTION NO. 2024-R70; 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)**

THE RESOLUTION WAS APPROVED.

- F. CONSIDER RESOLUTION NO. 2024-R71; 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 RAINBOW SENIOR CENTER. (The Center)**

THE RESOLUTION WAS APPROVED.

- G. CONSIDER RESOLUTION NO. 2024-R72; A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS PROVIDING FOR THE DEFEASANCE OF AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS; DIRECTING THAT THE CITY SECRETARY, OR DESIGNEE, EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AND OTHER MATTERS IN CONNECTION THEREWITH. (Approval of Budgeted Fiscal Year 2024-25 Debt payments)**

THE RESOLUTION WAS APPROVED.

- H. CONSIDER ON SECOND READING ORDINANCE NO. 2024-18; AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2023-27 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.

THE ORDINANCE WAS APPROVED.

- I. CONSIDER ON SECOND READING ORDINANCE NO. 2024-19; AN ORDINANCE AMENDING ORDINANCE NO. 2023-25, CAPTIONED "AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE, AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF." (Amend budget for fiscal year 2023-24)

THE ORDINANCE WAS APPROVED.

- J. CONSIDER A ONE-TIME READING OF ORDINANCE NO. 2024-20; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.11.A. (As described below)

THE ONE-TIME READING WAS APPROVED.

- K. CONSIDER ORDINANCE NO. 2024-20; AN ORDINANCE AMENDING ORDINANCE NO. 2024-17, CAPTIONED "AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2025 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE" AND SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2024 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE

THE ORDINANCE WAS APPROVED.

#### REGULAR AGENDA:

#### 6. RESOLUTIONS:

- A. CONSIDER RESOLUTION NO. 2024-R73; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO

ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, INC. (SCPDC) THROUGH ITS AGENT, THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR THE LICENSING OF THE MYGOVERNMENTONLINE SOFTWARE FOR AN AMOUNT NOT TO EXCEED \$13,548.00 ANNUALLY. (Development Review software for Permitting, Planning, Code Enforcement and GIS Integration)

Mayor Ritchie called on Nathan Crane, Planning Director. Director Crane provided information on the proposed new software that would provide modules for permitting, planning, code enforcement, and GIS integration. He discussed the process used to determine the best software for the city and our community. Discussion ensued regarding the cost, conversion from the current software, and timeline for going live.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE RESOLUTION NO. 2024-R73; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, INC. (SCPDC) THROUGH ITS AGENT, THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR THE LICENSING OF THE MYGOVERNMENTONLINE SOFTWARE FOR AN AMOUNT NOT TO EXCEED \$13,548.00 ANNUALLY. (DEVELOPMENT REVIEW SOFTWARE FOR PERMITTING, PLANNING, CODE ENFORCEMENT AND GIS INTEGRATION). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

**B. CONSIDER RESOLUTION NO. 2024-R74; A RESOLUTION IN SUPPORT OF PROPOSED HIGHWAY 46 IMPROVEMENTS AT THE INTERSECTION OF HERFF ROAD AND ESSER ROAD.**

Mayor Ritchie called on Jeff Carroll, Engineering and Mobility Director to provide information on the proposed improvements on Highway 46 at the intersection of Herff Road and Esser Road. TxDOT has reached out to the city and county for a letter of support to restudy the area to be submitted to the

Metropolitan Planning Committee for possible funding in future call for projects. Director Carroll stated that the city has applied for multiple federal grants which were unsuccessful.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER SCOTT, TO APPROVE RESOLUTION NO. 2024-R74; A RESOLUTION IN SUPPORT OF PROPOSED HIGHWAY 46 IMPROVEMENTS AT THE INTERSECTION OF HERFF ROAD AND ESSER ROAD. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

With the absence of City Manager Ben Thatcher, Assistant City Manager Kristy Stark provided the City Managers Report.

### **A. AMI PROJECT UPDATE.**

ACM Stark asked Nick Montagno, Operations Manager to provide an update on the upcoming meter project beginning in October to replace water meters and upgrade gas meters. It is anticipated that the project will take 8 to 12 months. The replacement and upgrade will be scheduled around billing cycles and during normal business hours, Monday through Thursday. Contractors will have a vehicle with a City of Boerne logo and will be wearing high visibility Envocore clothing as well as have identifying company badges. Installation is expected to take 20 to 30 minutes per meter. Customers will receive a mailer informing them of the project. The contractor will set up a temporary call center to answer questions. The city will handle those issues where the contractor is unable to respond.

**B. MONTHLY PROJECTS UPDATE.**

ACM Stark provided an update on various city projects.

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

Mayor Pro Tem Wolosin expressed appreciation to city utility workers for their efforts in repairing a water main break on Blanco Road. He spoke regarding the recent Alamo Area Metropolitan Planning Organization meeting he attended and the potential for funding of shovel ready projects.

Council Member Bunker reminded everyone of Champion High School's Homecoming week and provided kudos to the police department for their assistance during Boerne High School's Homecoming last week.

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

Mayor Ritchie convened the City Council into Executive Session at 7:00 p.m.

**A. SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY REGARDING CITY POWERS AND DUTIES WITH REGARD TO PUBLIC HEALTH CONCERNS. (Cascade Cavern Road)**

No action was taken.

**B. SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY: DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY. (HIGHWAY 46)**

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 7:46 p.m.

A.               **CONSIDER RESOLUTION NO. 2024-R75; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE \_\_\_\_ ACRES, MORE OR LESS, LOCATED AT \_\_\_\_\_, BOERNE, TEXAS, 78006, FROM \_\_\_\_ AND TO EXECUTE ALL NECESSARY DOCUMENTATION.**

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER WRIGHT, TO APPROVE RESOLUTION NO. 2024-R75; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 1.28 ACRES, MORE OR LESS, LOCATED AT 607 RIVER ROAD, BOERNE, TEXAS, 78006, FROM SHIRLEY J. GALLOWAY LIVING TRUST AND TO EXECUTE ALL NECESSARY DOCUMENTATION. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

#### **11. ADJOURNMENT**

Mayor Ritchie adjourned the City Council Meeting at 7:47 p.m.

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	October 8 <sup>th</sup> , 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R76; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 0.0124 ACRES, 0.0648 ACRES DRAINAGE EASEMENT, AND 0.0369 ACRES TEMPORARY CONSTRUCTION EASEMENT, ALL LOCATED IN THE MARIA IBNACIO LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND ALL BEING A PORTION OF THAT CALLED 1.526 ACRE TRACT OF LAND AS DESCRIBED BY DEED RECORDS IN VOLUME 1500, PAGE 69, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. (Tracts required for the Adler Road drainage project)
<b>Contact Person</b>	Jeffrey Carroll – Engineering & Mobility Director
<b>Background Information</b>	<p>In FY22 Council authorized a contract for the design of drainage improvements to the two existing low water drainage structures on Adler Road. These two (2) low water crossings on Adler are frequently overtopped by rain events creating unsafe driving conditions for the public and first responders.</p> <p>This drainage project was a separate project that began prior to the design of the Adler widening project. Additionally, this drainage project included a cost sharing agreement with Kendall County that was approved by a separate interlocal agreement.</p> <p>Design for the project is complete, however the drainage project requires road right-of-way (ROW) and/or easements from four (4) private landowners prior to bidding the project and commencing construction. The design team provided appraisals for the required ROW and easement and the City made fair market value offers to the four (4) landowners.</p> <p>This proposed acquisition is the third acquisition that is ready for closing. In future, staff will bring forward the remaining parcels for Council approval.</p>

<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input checked="" type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input checked="" type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Mitigate Risk <input checked="" type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b> (Example: C2 – Customer Feedback, B1 – Data Driven Decision)	F2 – Investing in and maintaining high-quality infrastructure systems and public assets. B2 – Advancing master plan recommendations.
<b>Financial Considerations</b>	Mutually acceptable purchase of land and easements from private citizens alleviate delays, maximize project funds, and avoid requiring the eminent domain process.
<b>Citizen Input/Board Review</b>	Boerne Drainage Master Plan (2022)
<b>Legal Review</b>	The City Attorney has been consulted with requirements for purchase of land by the City.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R76 Legal Descriptions for Parcel and Easements to be acquired.

**RESOLUTION NO. 2024-R76**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 0.0124 ACRES, 0.0648 ACRES DRAINAGE EASEMENT, AND 0.0369 ACRES TEMPORARY CONSTRUCTION EASEMENT, ALL LOCATED IN THE MARIA LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND ALL BEING A PORTION OF THAT CALLED 1.526 ACRE TRACT OF LAND AS DESCRIBED BY DEED RECORDS IN DEED RECORDED IN VOLUME 1500, PAGE 69, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. (Tracts required for the Adler Road drainage project)**

**WHEREAS**, the City of Boerne is undertaking the Adler Road Drainage Improvement Project, which necessitates the acquisition of land and associated easements; and

**WHEREAS**, it has been determined that the acquisition of 0.0124 acres of land, 0.0648 acres of drainage easement, and 0.0369 acres of temporary construction easement, all located in the Maria Leal Survey 180, Abstract 298, in the City of Boerne, Kendall County, Texas, is required for the successful implementation of the project; and

**WHEREAS**, these parcels are a portion of a 1.526 acre tract of land described by Deed Records in Deed Recorded in Volume 1500, Page 69, Official Public Records of Kendall County, Texas; and

**WHEREAS**, the City Council finds it necessary to authorize the City Manager to purchase these properties for a purchase amount of \$35,656.72 to facilitate the Adler Road Drainage Improvement Project;

**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 purchase 0.0124 acres, 0.0648 acres drainage easement, and 0.0369 acres temporary construction easement, all located in the Maria Leal survey 180, abstract 298, in the City of Boerne, Kendall County, Texas and all being a portion of that called 1.526 acre tract of land as described by deed records in deed recorded in volume 1500, page 69, official public records of Kendall County, Texas for an amount not to exceed \$35,656.72 and to execute all necessary documentation.

PASSED, APPROVED, and ADOPTED on this the \_\_\_ day of October, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### SPECIAL WARRANTY DEED

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KENDALL               §

That **VICKI STRINGER**, in the County of Kendall Texas, whose address is 113 N Someday Dr, Boerne, Texas 78006 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to the **CITY OF BOERNE**, TEXAS, a home-rule municipality located in Kendall County, Texas ("Grantee"), whose mailing address is 447 N. Main Street, Boerne, Texas 78006, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto, Grantee, the property depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

No responsibility for validity of real estate title assumed by attorney preparing this instrument unless a written title opinion rendered.

*Signatures to follow.*

EXECUTED AND EFFECTIVE as of this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

By: \_\_\_\_\_  
**VICKI STRINGER**

THE STATE OF TEXAS           §  
  §  
COUNTY OF KENDALL       §

BERORE ME, the undersigned authority, on this day personally appeared **VICKI STRINGER** known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

(seal)

\_\_\_\_\_  
Notary Public Signature

**GRANTEE:**

**CITY OF BOERNE, TEXAS,**

a Texas home-rule municipality

By: \_\_\_\_\_  
Ben Thatcher, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Lori Carroll, City Secretary

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF KENDALL     §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by **Ben Thatcher**, City Manager of the City of Boerne, Texas, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

After recording please return to:  
City of Boerne  
Attn: Ben Thatcher, City Manager  
447 North Main Street  
Boerne, Texas 78006

**Metes and Bounds Description  
of a Right-of-Way  
Boerne, Kendall County, Texas**

Being a Right-of-Way containing 0.0124 acres of land, situated in the Maria Ilnacio Leal Survey, Abstract 298, City of Boerne, Kendall County, Texas, out of a called 1.526 acre tract as described by deed recorded in Volume 1500, Page 69, Official Public Records of Kendall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the north R.O.W. line of Adler Street (variable width R.O.W.) at the southeast corner of a 1.519 acre tract as described by deed recorded in Document 365770, Official Public Records of Kendall County, Texas, and the southwest corner of said 1.526 acre tract, for the southwest corner of the tract described herein;

THENCE N 00°16'40" E, departing the north R.O.W. line of Adler Street, coincident with the west boundary line of said 1.519 acre tract and the east boundary line of said 1.526 acre tract, a distance of 5.60 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set at the northwest corner of the tract described herein;

THENCE over and across said 1.526 acre tract the following courses and distances:

S 89°36'45" E, a distance of 63.50 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set at an exterior corner of the tract described herein;

S 00°23'15" W, a distance of 4.20 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set at an interior corner of the tract described herein;

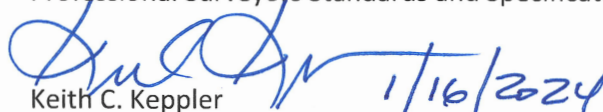
S 89°36'45" E, a distance of 130.97 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set on the west boundary line of a called 5.21 acre tract and the east boundary line of said 1.526 acre tract, for the northeast corner of the tract described herein;

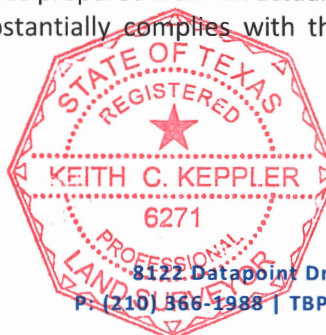
S 00°16'40" W, a distance of 1.40 feet to a 1/2-inch iron rod found on the north R.O.W. line of Adler Street at the southwest corner of said 5.21 acre tract and the southeast corner of said 1.526 acre tract, for the southeast corner of the tract described herein;

THENCE N 89°36'45" W, coincident with the north line of Adler Street and the south boundary line of said 1.526 acre tract, a distance of 194.46 feet to the POINT OF BEGINNING and containing 0.0124 acres, or 540 square feet, of land.

Basis of bearings is the Texas State Plane Coordinate System, NAD83, South Central Zone (4204). An easement plat accompanies this description of even date.

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on September 6, 2023, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications.

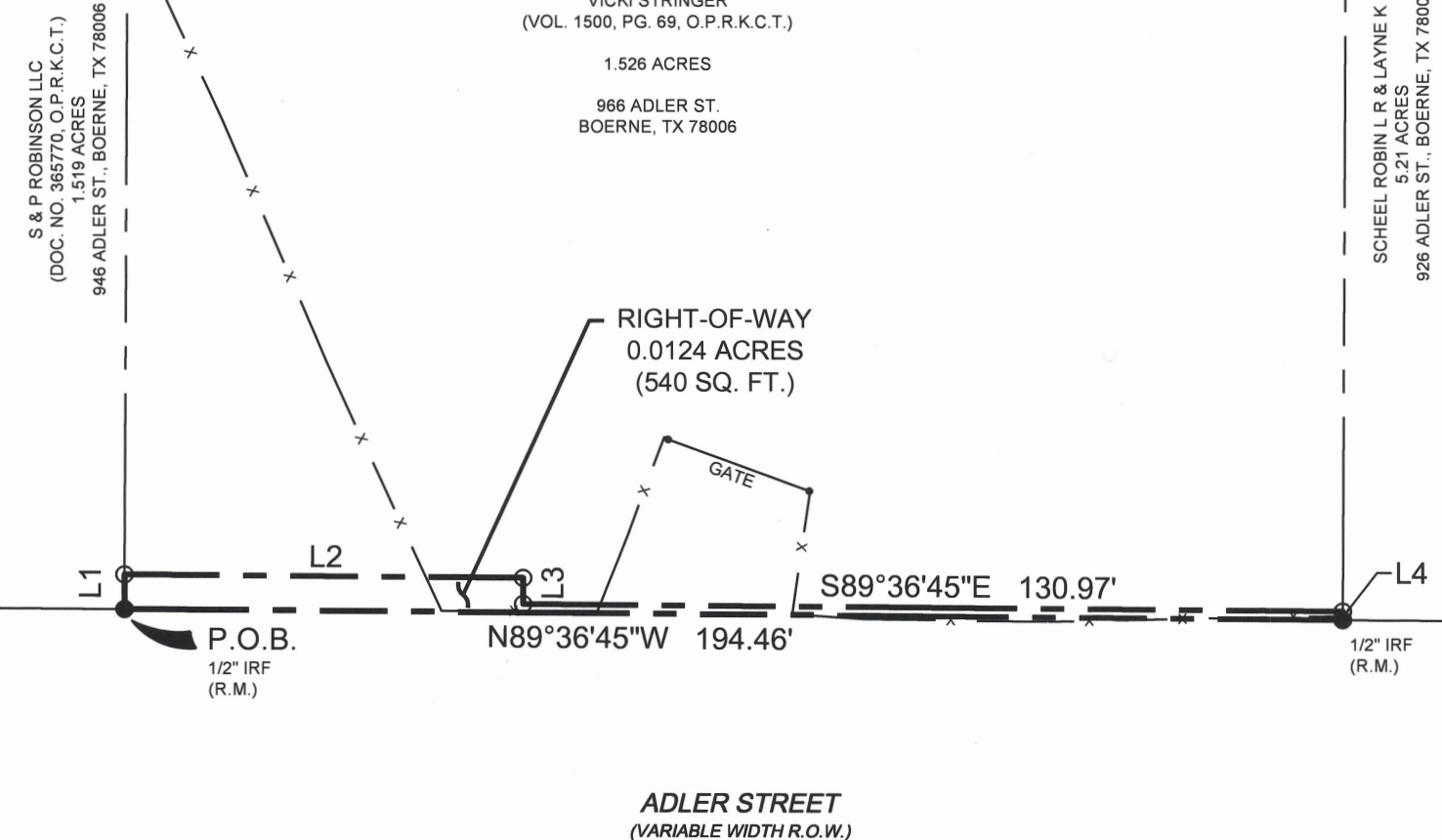
  
Keith C. Keppler  
Registered Professional Land Surveyor, Texas No. 6271



LEGEND

IRF = IRON ROD FOUND  
IRSC = IRON ROD SET WITH CAP STAMPED "MAESTAS ASSOC"  
RM = RECORD MONUMENT  
O.P.R.K.C.T. = OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS  
P.R.K.C.T. = PLAT RECORDS OF KENDALL COUNTY, TEXAS  
— x — = BARBWIRE FENCE

SCALE 1" = 30'



JRT LTD  
GREENBELT, DRAINAGE, & UTILITY DEDICATION  
0.635 ACRES  
AS PER PLAT  
STONE CREEK UNIT 1 SUBDIVISION  
(VOL. 2, PG. 333, P.R.K.C.T.)

CITY OF BOERNE  
(VOL. 1082, PG. 230, O.P.R.K.C.T.)  
LOT 2  
LOS JARDINS SUBDIVISION  
(VOL. 2, PG. 153, P.R.K.C.T.)

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°16'40"E	5.60'
L2	S89°36'45"E	63.50'
L3	S00°23'15"W	4.20'
L4	S00°16'40"W	1.40'



KEITH C. KEPPLER, RPLS  
TEXAS NO. 6271

- NOTES:
- THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
  - ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00011.
  - SURVEY WAS PERFORMED ON SEPTEMBER 06, 2023.
  - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT OF EVEN DATE.
- 5/8-INCH IRON RODS WITH GREEN CAP STAMPED "MAESTAS" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

**MAESTAS** 8122 DATAPOINT DR., STE. 840  
SAN ANTONIO, TX 78229  
(210) 366-1988  
TBPE No.: F-333 TBPLS No.: 10194506

**RIGHT-OF-WAY**  
BEING 0.0124 ACRES OF LAND OUT  
OF A CALLED 1.526 ACRE TRACT AS RECORDED IN  
VOL. 1500, PG. 69, OFFICIAL PUBLIC RECORDS  
KENDALL COUNTY, TEXAS  
966 ADLER ST., BOERNE, TX 78006

DRAWN BY: KCK	PROJECT NO.: M242	DATE: 01-14-2024
CHECKED BY: KCK		SHEET NO.: 2 OF 2

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PERMANENT DRAINAGE EASEMENT**

**Grantor:** Vicki Stringer

**Grantor's Mailing Address (including county):**

113 N Someday Dr  
Kendall County  
Boerne, Texas 78006

**Grantee:** City of Boerne

**Grantee's Mailing Address (including county):**

447 N. Main Street  
Kendall County  
Boerne, Texas 78006

**Property:**

All those certain tracts, pieces, or parcels of land, lying and being situated in the County of Kendall, State of Texas, described as being 1.526-acre tract of land, more or less, out of the Maria Ibnacio Leal Survey, Abstract 298, City of Boerne (the "Property").

**Grant of Easement:**

For and in consideration the sum of TEN AND NO/100 DOLLARS (\$10.00), the benefits to be derived herefrom, and other good and valuable consideration, all paid to and received by the undersigned from the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor GRANTS, SELLS, and CONVEYS unto the Grantee an easement and right-of-way over, across, under, and upon the Property (the "Easement") for the following purposes:

Drainage and water diversion, including without limitation, walls, bed, embankments, spillways, appurtenances, and other engineered devices (the "Drainage System").

Said easement being a +/- 0.0648-acre (2,823 square feet) tract of land, described in Exhibit "B" and attached hereto and made a part hereof for all purposes. Said easement is conveyed subject to all matters recorded in the Official Public Records of Kendall County, Texas.

Together with the right of ingress and egress over passable areas of the Grantor's adjacent land, when the delineated entrance point that abuts public right-of-way is obstructed and/or inaccessible, either in whole or in part, in order to access or leave the Easement for the purpose of constructing,

reconstructing, inspecting, patrolling, operating, maintaining, repairing, and removing the Drainage System; the right to change the size of the Drainage System within the Easement; the right to relocate along the same general direction of the Drainage System; the right to create and/or dredge a stream course, refill, or dig out such stream course, establish or change stream embankments within the Easement, install storm sewer systems, culverts, water gaps, and protecting rails; the right to remove from the Easement all trees and parts thereof, or other obstructions, which reasonably endanger or may reasonably interfere with the efficiency of the Drainage System; and the right to place temporary structures for use in constructing or repairing the Drainage System.

With respect to the Drainage System, it is expressly agreed and understood by all parties hereto, that the Grantee intends to improve conditions of water drainage control on the Property for the benefit of the Property, adjacent property, and the community, but the Grantee does not guarantee or warrant that such control work will be effective, nor does the Grantee assume any liability whatsoever for the effects of flood, standing water, or drainage on or to the Property, or any other property or persons that might be affected by said stream, wash, or gully in its natural state or as changed by the Grantee.

TO HAVE AND TO HOLD the above described Easement unto the Grantee, its successors and assigns, until the Easement shall be abandoned by the Grantee, as evidenced by a Certificate of Abandonment executed by the Mayor of the City of Boerne or his designated representative. This Easement is MADE and ACCEPTED subject to the following:

1. The Grantor specifically reserves the right to use all or any part of the Easement for any purpose, which does not damage, destroy, injure, and/or unreasonably interfere with the Grantee's use of the Easement.
2. The Grantee shall make commercially reasonable efforts to ensure the damage to the Property is minimized and will at all times, after doing any work in connection with the Drainage System, restore the Property to the condition in which the Property was found before such work was undertaken to the extent that such restoration is reasonable in accordance with the Grantee's usual and customary practices.
3. The Grantee shall make necessary modifications and improvements to conform with the City of Boerne Drainage Policy and Plan at such a time as the said plan and policy are enacted by City Council of the City of Boerne, Texas.
4. The Grantee shall install adequate structures to allow the unhindered passage of all storm and drainage flows wherever fences cross the Easement.

Each person signing this Permanent Drainage Easement represents and warrants that he or she is duly authorized and has the legal capacity to enter into and execute this Permanent Drainage Easement. Grantor warrants and represents to Grantee that execution of this Permanent Drainage Easement and the performance of such Grantor's obligations hereunder have been duly authorized and that the Permanent Drainage Easement is valid and legally binding on such Grantor and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

By: \_\_\_\_\_  
**VICKI STRINGER**

STATE OF TEXAS           §

COUNTY OF KENDALL   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by **VICKI STRINGER** known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public Signature

(seal)

**AGREED AND ACCEPTED:**

**CITY OF BOERNE, TEXAS,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Ben Thatcher, City Manager

ATTEST:

By: \_\_\_\_\_  
Lori Carroll, City Secretary

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF KENDALL     §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by **Ben Thatcher**, City Manager of the City of Boerne, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

**Metes and Bounds Description  
of a Drainage Easement  
Boerne, Kendall County, Texas**

Being a Drainage Easement containing 0.0648 acres of land, situated in the Maria Ilnacio Leal Survey, Abstract 298, City of Boerne, Kendall County, Texas, out of a called 1.526 acre tract as described by deed recorded in Volume 1500, Page 69, Official Public Records of Kendall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with orange cap stamped "MAESTAS" on the east boundary line of a 1.519 acre tract as described by deed recorded in Document 365770, Official Public Records of Kendall County, Texas, and the west boundary line of said 1.526 acre tract, for the southwest corner of the easement described herein, being on the north line of a proposed street Right-of-Way (R.O.W.), surveyed this same date, from which a 1/2-inch iron rod found on the north R.O.W. line of Adler Street (variable width R.O.W.), at the southeast corner of said 1.519 acre tract and the southwest corner of said 1.526 acre tract bears S 00°16'40" W, a distance of 5.60 feet;

THENCE N 00°16'40" E, departing the north R.O.W. line of Adler Street, coincident with the west boundary line of said 1.519 acre tract and the east boundary line of said 1.526 acre tract, a distance of 105.15 feet to a 5" cedar fence post found at the northwest corner of the easement described herein;

THENCE over and across said 1.526 acre tract the following courses and distances:

S 23°57'28" E, a distance of 82.22 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASEMENT" set for an angle point;

S 49°42'31" E, a distance of 32.34 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASEMENT" set for an angle point;

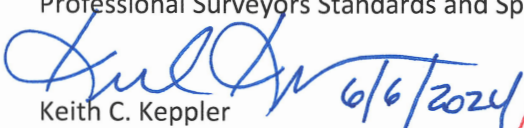
S 89°36'45" E, a distance of 5.00 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASEMENT" set at the northeast corner of the easement described herein;

S 00°23'15" W, a distance of 9.50 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set on the north line of said proposed street R.O.W., for the southeast corner of the easement described herein, from which a 1/2-inch iron rod at the southeast corner of said 1.526 acre tract bears S 87°09'51" E, a distance of 131.09 feet;

N 89°36'45" W, coincident with the north line of said proposed street R.O.W., a distance of 63.50 feet to the POINT OF BEGINNING and containing 0.0648 acres, or 2,823 square feet, of land.

Basis of bearings is the Texas State Plane Coordinate System, NAD83, South Central Zone (4204). An easement plat accompanies this description of even date.

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on September 6, 2023, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications.

  
Keith C. Keppler  
Registered Professional Land Surveyor  
Texas No. 6271



SCALE 1" = 30'

DRAINAGE EASEMENT  
0.0648 ACRES  
(2,823 SQ. FT.)

S & P ROBINSON LLC  
(DOC. NO. 365770, O.P.R.K.C.T.)

1.519 ACRES

946 ADLER ST.  
BOERNE, TX 78006

5" CEDAR FENCE  
POST FOUND

N00°16'40"E 105.15'

P.O.B.  
5/8" IRSC

1/2" IRF  
(R.M.)

S23°57'28"E 82.22'

PROPOSED R.O.W.

STORAGE BUILDING

MARIA IBNACIO LEAL SURVEY  
ABSTRACT 298

VICKI STRINGER  
(VOL. 1500, PG. 69, O.P.R.K.C.T.)

1.526 ACRES

966 ADLER ST.  
BOERNE, TX 78006

SHEEL ROBIN L R & LAYNE K  
5.21 ACRES  
926 ADLER ST., BOERNE, TX 78006

ADLER ROAD  
(VARIABLE WIDTH R.O.W.)

DERRICK JOE & AMANDA LYNN PATRICK  
(VOL. 1108, PG. 993, O.P.R.K.C.T.)

LOT 1  
BLOCK 2

103 STONE CREEK DR.  
BOERNE, TX 78006

JRT LTD

GREENBELT, DRAINAGE, & UTILITY DEDICATION  
0.635 ACRES

AS PER PLAT  
STONE CREEK UNIT 1 SUBDIVISION  
(VOL. 2, PG. 333, P.R.K.C.T.)

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED  
FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH  
THE CURRENT TEXAS SOCIETY OF PROFESSIONAL  
SURVEYORS STANDARDS AND SPECIFICATIONS.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S49°42'31"E	32.34'
L2	S89°36'45"E	5.00'
L3	S00°23'15"W	9.50'
L4	N89°36'45"W	63.50'
L5	S00°16'40"W	5.60'
L6	S87°09'51"E	131.09'



*Handwritten signature of Keith C. Keppler*

KEITH C. KEPPLER, RPLS  
TEXAS NO. 6271

NOTES:

- THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
- ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00011.
- SURVEY WAS PERFORMED ON SEPTEMBER 06, 2023.
- A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT OF EVEN DATE.

1/2-INCH IRON RODS WITH GREEN CAP STAMPED "MAESTAS EASEMENT" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

**MAESTAS** 8122 DATAPoint DR., STE. 840  
SAN ANTONIO, TX 78229  
(210) 366-1988

TBPE No.: F-333 TBPLS No.: 10194506

DRAINAGE EASEMENT

BEING 0.0648 ACRES OF LAND OUT  
OF A CALLED 1.526 ACRE TRACT AS RECORDED IN  
VOL. 1500, PG. 69, OFFICIAL PUBLIC RECORDS  
KENDALL COUNTY, TEXAS  
966 ADLER ST., BOERNE, TX 78006

PROJECT NO.: M242	DATE: 01-14-2024
DRAWN BY: KCK	CHECKED BY: KCK
SHEET NO.: 2 OF 2	

## Agreement for Temporary Construction Easement

**Date:** \_\_\_\_\_, 2024

**Grantor:** Vicki Stringer

**Grantor's Mailing Address:** 113 N Someday Dr  
Boerne, Kendall County, Texas 78006

**Grantee:** City of Boerne, Texas , a home-rule municipality

**Grantee's Mailing Address:** 447 N. Main Street  
Boerne, Kendall County, Texas 78006

**Easement Property:** Being a +/- 0.0369-acre temporary construction easement and being more particularly depicted and described by metes and bounds in Exhibit "C" attached to this Temporary Construction Easement Agreement and by this reference incorporated in it.

**Easement Purpose:** The purpose of this easement is to provide Grantee, its employees, representatives, and contractors reasonable pedestrian and vehicular ingress and egress across the Easement Property to perform the installation and construction of certain water line, drainage, and/or roadway and pedestrian improvements and related facilities (collectively, the "Facilities") within the area depicted and described by metes and bounds in Exhibit "C".

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns for the duration set forth below. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, when the claim is by, through or under Grantor but not otherwise and except as to the Reservations from Conveyance and Exceptions to Warranty.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable.
2. *Duration of Easement.* The duration of the Easement is temporary. The Easement shall expire and revert to Grantor upon the earlier of (a) the completion of all phases of the City's planned construction of the Facilities or (b) twenty-four (24) months from the date construction begins on the Facilities (the "Construction Start Date").
3. *Reservation of Rights.* City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.
4. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
5. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
6. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
7. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
8. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
9. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
10. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine

or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

12. *Time.* Time is of the essence.

*Signatures to follow.*

**GRANTOR:**

By: \_\_\_\_\_  
**VICKI STRINGER**

STATE OF TEXAS           §

COUNTY OF KENDALL   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by **VICKI STRINGER** known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

(seal)

\_\_\_\_\_  
Notary Public Signature

**GRANTEE:**

CITY OF BOERNE, TEXAS

By: \_\_\_\_\_  
Ben Thatcher, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Lori Carroll, City Secretary

STATE OF TEXAS           §

COUNTY OF KENDALL   §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by **Ben Thatcher**, City Manager of the City of Boerne, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

**Metes and Bounds Description  
of a Temporary Construction Easement  
Boerne, Kendall County, Texas**

Being a Temporary Construction Easement containing 0.0369 acres of land, situated in the Maria Ignacio Leal Survey, Abstract 298, City of Boerne, Kendall County, Texas, out of a called 1.526 acre tract as described by deed recorded in Volume 1500, Page 69, Official Public Records of Kendall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with orange cap stamped "MAESTAS" on the west boundary line of a 5.21 acre tract and the east boundary line of said 1.526 acre tract, for the southeast corner of the easement described herein, being the northeast corner of a proposed street Right-of-Way (R.O.W.), surveyed this same date, from which a 1/2-inch iron rod found on the north R.O.W. line of Adler Street (variable width R.O.W.), at the southwest corner of said 5.21 acre tract and the southeast corner of said 1.526 acre tract bears S 00°16'40" W, a distance of 1.40 feet;

THENCE over and across said 1.526 acre tract, coincident with the north line of said proposed R.O.W., the following courses and distances:

N 89°36'45" W, a distance of 130.97 feet to a 5/8-inch iron rod with orange cap stamped "MAESTAS" set at an interior corner of said proposed R.O.W., for the southwest corner of the easement described herein;

N 00°23'15" E, at a distance of 4.20 feet passing a 5/8-inch iron rod with orange cap stamped "MAESTAS" set at an exterior corner of said proposed R.O.W., and continuing a distance of 9.50 feet, for a total distance of 13.70 feet to an exterior corner of the easement described herein;

S 89°36'45" E, a distance of 11.54 feet to an interior corner of the easement described herein;

N 00°16'40" E, a distance of 14.14 feet to the northwest corner of the easement described herein;

S 89°36'45" E, a distance of 40.70 feet to the northeast corner of the easement described herein;

S 00°16'40" W, a distance of 23.92 feet to an interior corner of the easement described herein;

S 89°36'45" E, a distance of 78.70 feet to a point on the west boundary line of said 5.21 acre tract and the east boundary line of said 1.526 acre tract, for an exterior corner of the easement described herein;

THENCE S 00°16'40" W, coincident with the west boundary line of said 5.21 acre tract and the east boundary line of said 1.526 acre tract, a distance of 4.00 feet to the POINT OF BEGINNING and containing 0.0369 acres, or 1,607 square feet, of land.

Basis of bearings is the Texas State Plane Coordinate System, NAD83, South Central Zone (4204). An easement plat accompanies this description of even date.

# EXHIBIT "C"

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on September 6, 2023, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications.

*Keith C. Keppler* 1/16/2024

Keith C. Keppler  
Registered Professional Land Surveyor  
Texas No. 6271



LEGEND

IRF = IRON ROD FOUND  
IRSC = IRON ROD SET WITH CAP STAMPED "MAESTAS ASSOC"  
RM = RECORD MONUMENT  
O.P.R.K.C.T. = OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS  
P.R.K.C.T. = PLAT RECORDS OF KENDALL COUNTY, TEXAS  
— x — = BARBWIRE FENCE

SCALE 1" = 30'

MARIA IBNACIO LEAL SURVEY  
ABSTRACT 298

VICKI STRINGER  
(VOL. 1500, PG. 69, O.P.R.K.C.T.)

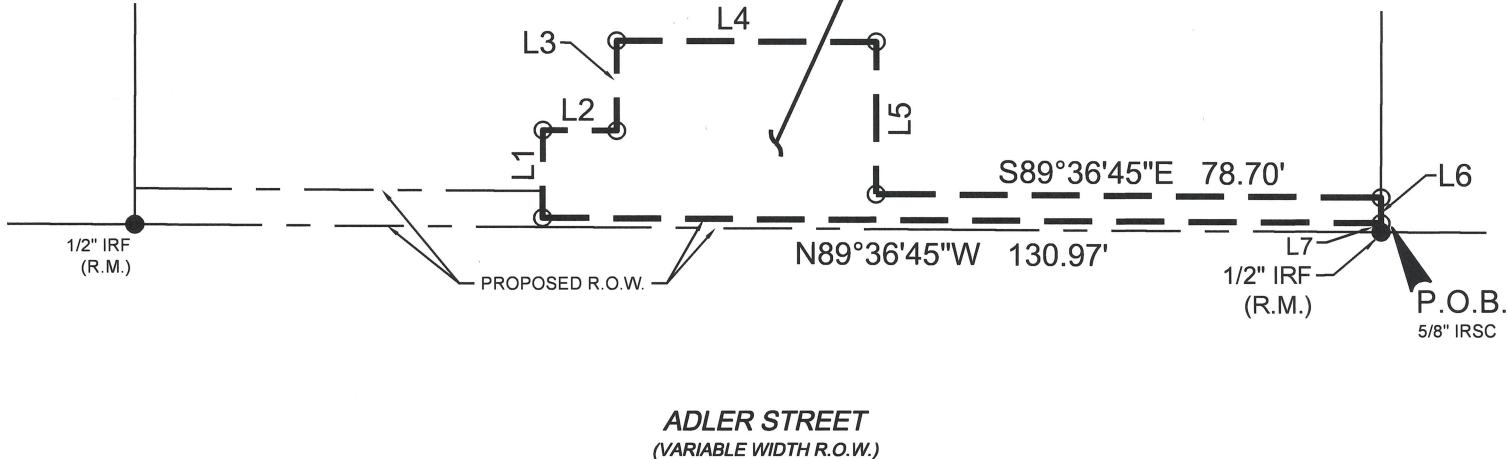
1.526 ACRES

966 ADLER ST.  
BOERNE, TX 78006

S & P ROBINSON LLC  
(DOC. NO. 365770, O.P.R.K.C.T.)  
1.519 ACRES  
946 ADLER ST., BOERNE, TX 78006

SCHHEEL ROBIN L R & LAYNE K  
5.21 ACRES  
926 ADLER ST., BOERNE, TX 78006

TEMPORARY CONSTRUCTION  
EASEMENT  
0.0369 ACRES  
(1,607 SQ. FT.)



JRT LTD  
GREENBELT, DRAINAGE, & UTILITY DEDICATION  
0.635 ACRES

AS PER PLAT  
STONE CREEK UNIT 1 SUBDIVISION  
(VOL. 2, PG. 333, P.R.K.C.T.)

CITY OF BOERNE  
(VOL. 1082, PG. 230, O.P.R.K.C.T.)

LOT 2  
LOS JARDINS SUBDIVISION  
(VOL. 2, PG. 153, P.R.K.C.T.)

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°23'15"E	13.70'
L2	S89°36'45"E	11.54'
L3	N00°16'40"E	14.14'
L4	S89°36'45""E	40.70'
L5	S00°16'40"W	23.92'
L6	S00°16'40"W	4.00'
L7	S00°16'40"W	1.40'



KEITH C. KEPPLER, RPLS  
TEXAS NO. 6271

NOTES:

- THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
- ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00011.
- SURVEY WAS PERFORMED ON SEPTEMBER 06, 2023.
- A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT OF EVEN DATE.

**MAESTAS**

8122 DATAPoint DR., STE. 840  
SAN ANTONIO, TX 78229  
(210) 366-1988

TBPE No.: F-333

TBPLS No.: 10194506

TEMPORARY CONSTRUCTION  
EASEMENT

BEING 0.0369 ACRES OF LAND OUT  
OF A CALLED 1.526 ACRE TRACT AS RECORDED IN  
VOL. 1500, PG. 69, OFFICIAL PUBLIC RECORDS  
KENDALL COUNTY, TEXAS  
966 ADLER ST., BOERNE, TX 78006

DRAWN BY: KCK

PROJECT NO.: M242

DATE: 01-14-2024

CHECKED BY: KCK

SHEET NO.: 3 OF 3



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	October 8 <sup>th</sup> , 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R77; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 0.5095 ACRES DRAINAGE EASEMENT, AND 0.0806 AND 0.0530 ACRES TEMPORARY CONSTRUCTION EASEMENTS, ALL LOCATED IN THE M. I. LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND ALL BEING A PORTION OF THAT CALLED 18.649 ACRE TRACT OF LAND AS RECORDED IN VOL. 1365, PG. 116, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. (Tracts required for the Adler Road drainage project)
<b>Contact Person</b>	Jeffrey Carroll – Engineering & Mobility Director
<b>Background Information</b>	<p>In FY22 Council authorized a contract for the design of drainage improvements to the two existing low water drainage structures on Adler Road. These two (2) low water crossings on Adler are frequently overtopped by rain events creating unsafe driving conditions for the public and first responders.</p> <p>This drainage project was a separate project that began prior to the design of the Adler widening project. Additionally, this drainage project included a cost sharing agreement with Kendall County that was approved by a separate interlocal agreement.</p> <p>Design for the project is complete, however the drainage project requires road right-of-way (ROW) and/or easements from four (4) private landowners prior to bidding the project and commencing construction. The design team provided appraisals for the required ROW and easement and the City made fair market value offers to the four (4) landowners.</p> <p>This proposed acquisition is the second acquisition that is ready for closing. In future, staff will bring forward the remaining parcels for Council approval.</p>

<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input checked="" type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input checked="" type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b> (Example: C2 – Customer Feedback, B1 – Data Driven Decision)	F2 – Investing in and maintaining high-quality infrastructure systems and public assets. B2 – Advancing master plan recommendations.
<b>Financial Considerations</b>	Mutually acceptable purchase of land and easements from private citizens will help avoid delays, maximize project funding, and forego the use of the eminent domain process.
<b>Citizen Input/Board Review</b>	Boerne Drainage Master Plan (2022)
<b>Legal Review</b>	The City Attorney has been consulted with requirements for purchase of land by the City.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R77 Legal Descriptions for Easements to be acquired.

**RESOLUTION NO. 2024-R77**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 0.5095 ACRES DRAINAGE EASEMENT, AND 0.1336 ACRES TEMPORARY CONSTRUCTION EASEMENT, ALL LOCATED IN THE MARIA LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND ALL BEING A PORTION OF THE REMAINING PORTION OF A CALLED 18.649 ACRE TRACT OF LAND AS DESCRIBED BY DEED RECORDS IN DEED RECORDED IN VOLUME 1365, PAGE 116, OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS. (Tracts required for the Adler Road drainage project)**

**WHEREAS**, the City of Boerne is undertaking the Adler Road Drainage Improvement Project, which necessitates the acquisition of land and associated easements; and

**WHEREAS**, it has been determined that the acquisition of 0.5095 acres of drainage easement, and 0.1336 acres of temporary construction easement, all located in the Maria Leal Survey 180, Abstract 298, in the City of Boerne, Kendall County, Texas, is required for the successful implementation of the project; and

**WHEREAS**, these parcels are a portion of a 18.649 acre tract of land described by Deed Records in Deed Recorded in Volume 1365, Page 116, Official Public Records of Kendall County, Texas; and

**WHEREAS**, the City Council finds it necessary to authorize the City Manager to purchase these properties for a purchase amount of \$22,980.19 to facilitate the Adler Road Drainage Improvement Project;

**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 purchase 0.5095 acres drainage easement, and 0.1336 acres temporary construction easement, all located in the Maria Leal survey 180, abstract 298, in the City of Boerne, Kendall County, Texas and all being a portion of that called 18.649 acre tract of land as described by deed records in deed recorded in volume 1365, page 116, official public records of Kendall County, Texas for an amount not to exceed \$22,980.19 and to execute all necessary documentation.

PASSED, APPROVED, and ADOPTED on this the \_\_\_\_ day of October, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PERMANENT DRAINAGE EASEMENT**

**Grantor:** Jeffrey K. Taylor

**Grantor's Mailing Address (including county):**

501 Adler Street  
Kendall County  
Boerne, Texas 78006

**Grantee:** City of Boerne

**Grantee's Mailing Address (including county):**

447 N. Main Street  
Kendall County  
Boerne, Texas 78006

**Property:**

All those certain tracts, pieces, or parcels of land, lying and being situated in the County of Kendall, State of Texas, described as being 18.649 acres, more or less, tract of land out of the M. I. Leal Survey No. 180, Abstract No. 298, being portions of Boerne Lots 42, 43, 14 and an unnumbered lot in the City of Boerne (the "Property").

**Grant of Easement:**

For and in consideration the sum of TEN AND NO/100 DOLLARS (\$10.00), the benefits to be derived herefrom, and other good and valuable consideration, all paid to and received by the undersigned from the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor GRANTS, SELLS, and CONVEYS unto the Grantee an easement and right-of-way over, across, under, and upon the Property (the "Easement") for the following purposes:

Drainage and water diversion, including without limitation, walls, bed, embankments, spillways, appurtenances, and other engineered devices (the "Drainage System").

Said easement being a +/- 0.5095 acre (22,194 square feet) tract of land, described in Exhibit "A" attached hereto and made a part hereof for all purposes. Said easement is conveyed subject to all matters recorded in the Official Public Records of Kendall County, Texas.

Together with the right of ingress and egress over passable areas of the Grantor's adjacent land,

when the delineated entrance point that abuts public right-of-way is obstructed and/or inaccessible, either in whole or in part, in order to access or leave the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, repairing, and removing the Drainage System; the right to change the size of the Drainage System within the Easement; the right to relocate along the same general direction of the Drainage System; the right to create and/or dredge a stream course, refill, or dig out such stream course, establish or change stream embankments within the Easement, install storm sewer systems, culverts, water gaps, and protecting rails; the right to remove from the Easement all trees and parts thereof, or other obstructions, which reasonably endanger or may reasonably interfere with the efficiency of the Drainage System; and the right to place temporary structures for use in constructing or repairing the Drainage System.

With respect to the Drainage System, it is expressly agreed and understood by all parties hereto, that the Grantee intends to improve conditions of water drainage control on the Property for the benefit of the Property, adjacent property, and the community, but the Grantee does not guarantee or warrant that such control work will be effective, nor does the Grantee assume any liability whatsoever for the effects of flood, standing water, or drainage on or to the Property, or any other property or persons that might be affected by said stream, wash, or gully in its natural state or as changed by the Grantee.

TO HAVE AND TO HOLD the above described Easement unto the Grantee, its successors and assigns, until the Easement shall be abandoned by the Grantee, as evidenced by a Certificate of Abandonment executed by the Mayor of the City of Boerne or his designated representative. This Easement is MADE and ACCEPTED subject to the following:

1. The Grantor specifically reserves the right to use all or any part of the Easement for any purpose, which does not damage, destroy, injure, and/or unreasonably interfere with the Grantee's use of the Easement.
2. The Grantee shall make commercially reasonable efforts to ensure the damage to the Property is minimized and will at all times, after doing any work in connection with the Drainage System, restore the Property to the condition in which the Property was found before such work was undertaken to the extent that such restoration is reasonable in accordance with the Grantee's usual and customary practices.
3. The Grantee shall make necessary modifications and improvements to conform with the City of Boerne Drainage Policy and Plan at such a time as the said plan and policy are enacted by City Council of the City of Boerne, Texas.
4. The Grantee shall install adequate structures to allow the unhindered passage of all storm and drainage flows wherever fences cross the Easement.

Each person signing this Permanent Drainage Easement represents and warrants that he or she is duly authorized and has the legal capacity to enter into and execute this Permanent Drainage Easement. Grantor warrants and represents to Grantee that execution of this Permanent Drainage Easement and the performance of such Grantor's obligations hereunder have been duly authorized and that the Permanent Drainage Easement is valid and legally binding on such Grantor and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR:

By: \_\_\_\_\_  
**JEFFREY K. TAYLOR**

ACKNOWLEDGEMENT

THE STATE OF TEXAS                   §  
  §  
COUNTY OF KENDALL               §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **JEFFREY K. TAYLOR** known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(seal)

\_\_\_\_\_  
Notary Public Signature

**AGREED AND ACCEPTED:**  
**CITY OF BOERNE, TEXAS,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Ben Thatcher, City Manager

ATTEST:

\_\_\_\_\_  
Lori Carroll, City Secretary

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF KENDALL     §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Ben Thatcher, City Manager of the City of Boerne, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

**Metes and Bounds Description  
of a Permanent Drainage Easement  
Boerne, Kendall County, Texas**

Being a Permanent Drainage Easement containing 0.5095 acres of land situated in the Maria Ilnacio Leal Survey, Abstract 298, City of Boerne, Kendall County, Texas, out of the remaining portion of a called 18.649 acre tract as described by deed recorded in Volume 1365, Page 116, Official Public Records of Kendall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set on the south Right-of-Way (R.O.W.) line of Adler Street (variable width R.O.W.) and the north boundary line of said remaining 18.649 acre tract, for the northeast corner of the easement described herein, from which a 1/2-inch iron rod found at the southwest corner of a called 0.056 acre tract conveyed to the City of Boerne as described by deed recorded in Volume 1177, Page 303, Official Public Records of Kendall County, Texas, being the northwest corner of the remaining portion of a called 0.847 acre tract as described by deed recorded in Volume 657, Page 979, Official Public Records of Kendall County, Texas, and the northeast corner of the said remaining 18.649 acre tract, bears S 89°43'04" E, a distance of 152.92 feet;

THENCE over and across said remaining 18.649 acre tract the following courses and distances:

S 00°21'31" W, a distance of 14.90 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an exterior corner of the easement described herein;

N 89°34'31" W, a distance of 23.65 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

S 21°55'17" W, a distance of 82.34 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

S 40°10'39" E, a distance of 101.27 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

S 00°00'00" E, a distance of 124.03 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for the southeast corner of the easement described herein;

N 90°00'00" W, a distance of 39.80 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for the southwest corner of the easement described herein;

N 00°00'00" E, a distance of 62.18 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

N 40°02'07" W, a distance of 155.08 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set for an angle point;

N 00°21'31" E, a distance of 112.23 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASMENT" set on the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, for the northwest corner of the easement described herein;

EXHIBIT "A"

THENCE S 89°43'04" E, coincident with the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, a distance of 128.00 feet to the POINT OF BEGINNING and containing 0.5095 acres, or 22,194 square feet, of land.

Basis of bearings is the Texas State Plane Coordinate System, NAD83, South Central Zone (4204). An easement plat accompanies this description of even date.

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on September 6, 2023, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications.

Keith C. Keppler  
Registered Professional Land Surveyor  
Texas No. 6271



EXHIBIT "A"

LEGEND

IRF = IRON ROD FOUND  
IRSC = IRON ROD SET WITH CAP STAMPED "MAESTAS EASEMENT"  
RM = RECORD MONUMENT  
O.P.R.K.C.T. = OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS  
P.R.K.C.T. = PLAT RECORDS OF KENDALL COUNTY, TEXAS

SCALE 1" = 50'

ADLER STREET  
(VARIABLE WIDTH R.O.W.)

P.O.B.

1/2" IRF  
(R.M.)

S89°43'04"E 128.00'

S89°43'04"E 152.92'

N00°21'31"E 112.23'

L2

L3

PERMANENT DRAINAGE  
EASEMENT  
0.5095 ACRES  
(22,194 SQ. FT.)

MARIA IBNACIO LEAL SURVEY  
ABSTRACT 298

MOORE RUSSELL WAYNE & PAGE MICHELLE  
(VOL. 657, PG. 979, O.P.R.K.C.T.)  
REMAINING 0.847 ACRES  
521 ADLER ST., BOERNE, TX 78006

JEFFREY K. TAYLOR  
(VOL. 1365, PG. 116, O.P.R.K.C.T.)

REMAINING PORTION OF  
18.649 ACRES

501 ADLER ST., BOERNE, TX 78006

N40°02'07"W 155.08'

S40°10'39"E 101.27'

S00°00'00"E 124.03'

L5

L4

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S00°21'31"W	14.90'
L2	N89°34'31"W	23.65'
L3	S21°55'17"W	82.34'
L4	N90°00'00"W	39.80'
L5	N00°00'00"E	62.18'

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.



KEITH C. KEPPLER, RPLS  
TEXAS NO. 6271

NOTES:

- THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
- ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00011.
- SURVEY WAS PERFORMED ON SEPTEMBER 06, 2023.
- A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT OF EVEN DATE.
- 1/2-INCH IRON RODS WITH GREEN CAP STAMPED "MAESTAS EASEMENT" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

**MAESTAS**

8122 DATAPOINT DR., STE. 840  
SAN ANTONIO, TX 78229  
(210) 366-1988

TBPE No.: F-333

TBPLS No.: 10194506

PERMANENT DRAINAGE EASEMENT

BEING 0.5095 ACRES OF LAND OUT  
OF THE REMAINING 18.649 ACRE TRACT AS RECORDED  
IN VOL. 1365, PG. 116, OFFICIAL PUBLIC RECORDS  
KENDALL COUNTY, TEXAS  
501 ADLER ST., BOERNE, TX 78006

PROJECT NO.: M309

DATE: 02-02-2024

DRAWN BY: KCK

CHECKED BY: KCK

SHEET NO.: 3 OF 3

## Agreement for Temporary Construction Easement

**Date:**

\_\_\_\_\_

**Grantor:**

Jeffrey K. Taylor

**Grantor's Mailing Address:**

501 Adler Road  
Boerne, Kendall County, Texas 78006

**Grantee:**

City of Boerne, Texas , a home-rule municipality

**Grantee's Mailing Address:**

447 N. Main Street  
Boerne, Kendall County, Texas 78006

**Easement Property:** Being a +/- 0.0806-acre temporary construction easement and a +/- 0.0530-acre temporary construction easement and being more particularly depicted and described by metes and bounds in Exhibit "B" attached to this Temporary Construction Easement Agreement and by this reference incorporated in it.

**Easement Purpose:** The purpose of this easement is to provide Grantee, its employees, representatives, and contractors reasonable pedestrian and vehicular ingress and egress across the Easement Property to perform the installation and construction of certain water line, drainage, and/or roadway and pedestrian improvements and related facilities (collectively, the "Facilities") within the area depicted and described by metes and bounds in Exhibit "B".

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns for the duration set forth below. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, when the claim is by, through or under Grantor but not otherwise and except as to the Reservations from Conveyance and Exceptions to Warranty.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable.
2. *Duration of Easement.* The duration of the Easement is temporary. The Easement shall expire and revert to Grantor upon the earlier of (a) the completion of all phases of the City's planned construction of the Facilities or (b) twenty-four (24) months from the date construction begins on the Facilities (the "Construction Start Date").
3. *Reservation of Rights.* City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.
4. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
5. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
6. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
7. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
8. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
9. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
10. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

12. *Time.* Time is of the essence.

*Signatures to follow.*

**GRANTOR:**

By: \_\_\_\_\_  
**JEFFREY K. TAYLOR**

STATE OF TEXAS           §

COUNTY OF KENDALL   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **JEFFREY K. TAYLOR** known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(seal)

\_\_\_\_\_  
Notary Public Signature

**GRANTEE:**

CITY OF BOERNE, TEXAS

By: \_\_\_\_\_  
Ben Thatcher, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Lori Carroll, City Secretary

STATE OF TEXAS           §

COUNTY OF KENDALL   §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by **Ben Thatcher**, City Manager of the City of Boerne, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

**Metes and Bounds Description  
Temporary Construction Easements No. 1 & 2  
Boerne, Kendall County, Texas**

Being two Temporary Construction Easements, hereafter referred to Temporary Construction Easement No. 1 and Temporary Construction Easement No. 2, containing 0.0806 and 0.0530 acres respectively, for a total of 0.1336 acres, or 5,820 square feet, of land situated in the Maria Ilnacio Leal Survey, Abstract 298, City of Boerne, Kendall County, Texas, out of the remaining portion of a called 18.649 acre tract as described by deed recorded in Volume 1365, Page 116, Official Public Records of Kendall County, Texas, and being more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT NO. 1**

BEGINNING at a point on the south Right-of-Way (R.O.W.) line of Adler Street (variable width R.O.W.), being the northeast corner of Lot 1, Meadowbrook Estates Subdivision, as recorded in Volume 4, Pages 12-13, Deed and Plat Records of Kendall County, Texas, and the northwest corner of the remaining portion of a called 18.649 acre tract as described by deed recorded in Volume 1365, Page 116, Official Public Records of Kendall County, Texas, for the northwest corner of the easement described herein, from which a 1/2-inch iron rod found at the northwest corner of a 0.205 acre tract dedicated to the City of Boerne as described by deed recorded in Volume 1178, Page 320, Official Public Records of Kendall County, Texas, bears N 02°13'16" W, a distance of 15.79 feet;

THENCE S 89°43'04" E, coincident with the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, a distance of 313.67 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASEMENT" set at the northwest corner of a proposed permanent drainage easement, surveyed this same date, for the northeast corner of the easement described herein;

THENCE over and across said remaining 18.649 acre tract the following courses and distances:

S 00°21'31" W, coincident with the west line of said permanent drainage easement, a distance of 11.59 feet to the southeast corner of the easement described herein;

N 89°34'31" W, a distance of 313.66 feet to a point on the east boundary line of said Lot 1 and the west boundary line of said remaining 18.649 acre tract, for the southwest corner of the easement described herein;

N 00°17'19" E, coincident with a east boundary line of said Lot 1 and the west boundary line of said remaining 18.649 acre tract, a distance of 10.81 feet the POINT OF BEGINNING and containing 0.0806 acres, or 3,511 square feet, of land.

**TEMPORARY CONSTRUCTION EASEMENT NO. 2**

BEGINNING at a 1/2-inch iron rod found on the south R.O.W. line of Adler Street, being the southwest corner of a called 0.056 acre tract conveyed to the City of Boerne as described by deed recorded in Volume 1177, Page 303, Official Public Records of Kendall County, Texas, and the northwest corner of the remaining portion of a called 0.847 acre tract as described by deed recorded in Volume 657, Page 979, Official Public Records of Kendall County, Texas, for the northeast corner of easement described herein;

THENCE S 00°17'42" W, coincident with the west boundary line of said remaining 0.847 acre tract and the east boundary line of said remaining 18.649 acre tract, a distance of 15.28 feet to the southeast corner of the easement described herein;

THENCE over and across said remaining 18.649 acre tract the following courses and distances:

N 89°34'31" W, a distance of 152.93 feet to a point on the east line of said proposed permanent drainage easement, for the southwest corner of the easement described herein;

N 00°21'31" E, coincident with the east line of said permanent drainage easement, a distance of 14.90 feet to a 1/2-inch iron rod with green cap stamped "MAESTAS EASEMENT" set on the south R.O.W. line Adler Street and the north boundary line of said remaining 18.649 acre tract, being the northeast corner of said permanent drainage easement, for the northwest corner of the easement described herein;

THENCE S 89°43'04" E, coincident with the south R.O.W. line of Adler Street and the north boundary line of said remaining 18.649 acre tract, a distance of 152.92 feet to the POINT OF BEGINNING and containing 0.0530 acres, or 2,309 square feet, of land.

Basis of bearings is the Texas State Plane Coordinate System, NAD83, South Central Zone (4204). An easement plat accompanies this description of even date.

I hereby certify that this Metes and Bounds description was prepared from an actual survey made on the ground under my supervision on September 6, 2023, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications.

Keith C. Keppler  
Registered Professional Land Surveyor  
Texas No. 6271



OLENDER MARK F & JUDITH E  
(VOL. 1457, PG. 677, O.P.R.K.C.T.)  
LOT 1  
MEADOWBROOK ESTATES  
101 BROOKSIDE LN, BOERNE, TX 78006

L2

L5

1/2" IRF  
(R.M.)

P.O.B.  
TCE 1

LEGEND

IRF = IRON ROD FOUND  
IRSC = IRON ROD SET WITH CAP STAMPED "MAESTAS ASSOC"  
RM = RECORD MONUMENT  
O.P.R.K.C.T. = OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS  
P.R.K.C.T. = PLAT RECORDS OF KENDALL COUNTY, TEXAS

SCALE 1" = 50'

TEMPORARY CONSTRUCTION  
EASEMENT NO. 1  
0.0806 ACRES  
(3,511 SQ. FT.)

MARIA IBNACIO LEAL SURVEY  
ABSTRACT 298

JEFFREY K. TAYLOR  
(VOL. 1365, PG. 116, O.P.R.K.C.T.)

REMAINING PORTION OF  
18.649 ACRES

501 ADLER ST., BOERNE, TX 78006

N89°34'31"W 313.66'

S89°43'04"E 313.67'

L1

ADLER STREET  
(VARIABLE WIDTH R.O.W.)

PROPOSED DRAINAGE  
EASEMENT

L4

TEMPORARY CONSTRUCTION  
EASEMENT NO. 2  
0.0530 ACRES  
(2,309 SQ. FT.)

N89°34'31"W 152.93'

S89°43'04"E 152.92'

NOTES:

1. THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
2. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00011.
3. SURVEY WAS PERFORMED ON SEPTEMBER 06, 2023.
4. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT OF EVEN DATE.
5. 5/8-INCH IRON RODS WITH GREEN CAP STAMPED "MAESTAS" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

MOORE RUSSELL WAYNE & PAIGE MICHELLE  
(VOL. 657, PG. 979, O.P.R.K.C.T.)

REMAINING 0.847 ACRES

521 ADLER ST., BOERNE, TX 78006

L3

1/2" IRF  
(R.M.)

P.O.B.  
TCE 2

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°21'31"W	11.59'
L2	N00°17'19"E	10.81'
L3	S00°17'42"W	15.28'
L4	N00°21'31"E	14.90'
L5	N02°13'16"W	15.79'

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.



KEITH C. KEPPLER, RPLS  
TEXAS NO. 6271

**MAESTAS**

8122 DATAPOINT DR., STE. 840  
SAN ANTONIO, TX 78229  
(210) 366-1988

TBPE No.: F-333

TBPLS No.: 10194506

TEMPORARY CONSTRUCTION EASEMENTS

BEING 0.0806 & 0.0530 ACRES OF LAND OUT OF THE REMAINING 18.649 ACRE TRACT AS RECORDED IN VOL. 1365, PG. 116, OFFICIAL PUBLIC RECORDS KENDALL COUNTY, TEXAS  
501 ADLER ST., BOERNE, TX 78006

	PROJECT NO.: M309	DATE: 01-30-2024
DRAWN BY: KCK	CHECKED BY: KCK	SHEET NO.: 3 OF 3



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	October 8, 2024
<b>Requested Action</b>	RECEIVE THE RECOMMENDATION FROM THE STAFF ART ASSESSMENT COMMITTEE TO ACCEPT A DONATION OF ART AND APPROVE RESOLUTION NO. 2024-R78; A RESOLUTION OF THE BOERNE CITY COUNCIL, ACCEPTING THE SCULPTURE "THE RUNNER" AS A DONATION TO THE CITY OF BOERNE'S PUBLIC ART COLLECTION.
<b>Contact Person</b>	Nicholas Montagno, Operations Manager/Special Projects
<b>Background Information</b>	<p>The donation of "<i>The Runner</i>" (See Attachment A) was proposed by Bryden and Kay Moon in June of 2024. Staff first met with the Moons on July 17, 2024, to discuss the specifics of the proposed sculpture and their intended donation process. Staff explained that the City has a process for considering additions to the Municipal Public Art collection, including an initial review by the Staff Art Assessment Committee (SAAC), followed by a recommendation presented to the City Manager and finally going before City Council for final approval and acceptance of the proposed donation. The sculpture was created by Glenna Goodacre (See Bio in Attachment B), a renowned sculptor whose most prominent works include the Vietnam Women's Memorial installed in Washington DC and the Sacagawea dollar coin first minted in 2000.</p> <p>The Moons have generously agreed to cover all costs associated with the installation of <i>The Runner</i>, including shipping from Santa Fe, New Mexico. Texas Treasure Fine Arts, a local gallery, will manage transportation and coordinate all aspects of the installation. The ongoing cost to the City will be the maintenance of <i>The Runner</i>. As a bronze sculpture, this cost is minimal, requiring the piece to be cleaned and waxed every two to three years. As a fine bronze sculpture, it is anticipated to last another 20-25 years.</p> <p>The Moons, after initially meeting with staff, agreed to move forward with the donation process and staff proceeded to move forward with the approval process. The SAAC met on August 12, 2024, to review the proposed donation and voted unanimously to move the process forward to accept the gift. Lissette Jimenez, Director of Parks &amp; Recreation proposed a prominent location at City Park for the</p>

	<p>installation. This location (see Attachments C and D) experiences significant foot traffic, including walkers, runners, and park visitors, making it an ideal setting for the sculpture. Staff continued to communicate with the Moons both before and after the SAAC meeting on proposed sites. Once staff had recommended the City Park location, staff and the Moons met at City Park on August 22<sup>nd</sup>, 2024, to discuss the placement in detail. All parties agreed to location and elements of the installation. Staff then presented this forward to the City Manager and leadership team and received approval to move forward with the next step in the process, which was to present the proposed donation to City Council.</p> <p>Staff has met and talked with the Moons several times since the initial proposal, most recently to discuss the means of transportation from Santa Fe, New Mexico to Boerne. The preparation and installation would be paid for by the Moons and performed by Monument Movers, Johny Rosa, who has performed installations and maintenance of the City's current bronze sculptures.</p> <p>If approved by council, Mr. Rosa plans to pick up the sculpture in Santa Fe, and transport it back to Boerne.</p> <p>The Moons are using funds for the purchase of <i>The Runner</i> that have some restrictions. Due to donation restrictions, the Moons must make the purchase through a 501(c)(3) organization. To comply with this requirement, they have chosen the Hill Country Council of the Arts (HCCArts) to receive the initial donation. Then, Hill Country Council of the Arts will donate <i>The Runner</i> to the City on behalf of the Moons. The City and HCCArts will execute a Transfer of Title document (See Attachment E) to ensure that the City has legal ownership to <i>The Runner</i>. Bryden and Kay Moon will be publicly recognized as the sole donors of <i>The Runner</i>.</p>
<b>Item Justification</b>	<div> <input type="checkbox"/> Legal/Regulatory Obligation         <input type="checkbox"/> Infrastructure Investment       </div> <div> <input type="checkbox"/> Reduce Costs         <input type="checkbox"/> Customer Pull       </div> <div> <input type="checkbox"/> Increase Revenue         <input type="checkbox"/> Service Enhancement       </div> <div> <input type="checkbox"/> Mitigate Risk         <input type="checkbox"/> Process Efficiency       </div> <div> <input checked="" type="checkbox"/> Master Plan Recommendation         <input checked="" type="checkbox"/> Other: Quality of Life       </div>
<b>Strategic Alignment</b>	<p>COMMUNITY CHARM</p> <p>C1 Offering quality customer experience</p> <p>C3 Collaborating with community partners to enhance quality of life.</p> <p>B2 Advancing Master Plan recommendations</p>

<b>Financial Considerations</b>	As noted, the Moons will cover all installation costs, including shipping from Santa Fe and coordination with Texas Treasure Fine Arts for the transportation and setup. The City will only be responsible for ongoing maintenance, which is minimal for a bronze sculpture, requiring cleaning and waxing every two to three years. The sculpture is expected to last 20-25 years.
<b>Citizen Input/Board Review</b>	<p>Regarding the acceptance of gifts for the City of Boerne's municipal public art collection, the City has a Staff Art Assessment Committee (SAAC), formerly Public Art Review Committee (PACC). The following are current members of this internal staff committee. Each member evaluates the proposed gift based on the responsibilities of their respective department within the City.</p> <ul style="list-style-type: none"> <li>• Nick Montagno – Special Projects, Operations Manager</li> <li>• Natalie Schults - Library Director</li> <li>• Lissette Jimenez - Parks &amp; Recreation Director</li> <li>• Chris Shadrock - Public Information Officer</li> <li>• Taylor Hill – Utilities Project Manager</li> <li>• Larry Woods – Visit Boerne Director</li> </ul> <p>On August 12, 2024, the SAAC convened to review the proposed donation and unanimously approved moving forward with the acceptance process.</p>
<b>Legal Review</b>	City Attorney has reviewed and approved the Transfer of Title document.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	<p>Resolution No. 2024-R78</p> <p>Attachment A - Images of <i>The Runner</i></p> <p>Attachment B - Artist Bio and information</p> <p>Attachment C - Proposed Location – Overhead showing proposed location of <i>The Runner</i> at City Park.</p> <p>Attachment D - Location – Photo of site with <i>The Runner</i> super imposed.</p> <p>Attachment E - Transfer of Title document</p>

**RESOLUTION NO. 2024-R78**

**A RESOLUTION OF THE BOERNE CITY COUNCIL, ACCEPTING THE  
SCULPTURE "THE RUNNER" AS A DONATION TO THE CITY OF BOERNE'S  
PUBLIC ART COLLECTION**

**WHEREAS**, the City of Boerne recognizes the importance of public art in enhancing the cultural landscape and aesthetic beauty of the community; and

**WHEREAS**, Bryden and Kay Moon have generously offered to donate the sculpture titled "The Runner" to the City of Boerne to be included in the City's public art collection; and

**WHEREAS**, the sculpture "The Runner" is a significant piece that reflects the values and spirit of the community, promoting fitness, movement, and perseverance; and

**WHEREAS**, the City Council of Boerne has reviewed the donation offer and agrees that the sculpture will enrich the public art collection and contribute to the city's ongoing cultural development; and

**WHEREAS**, the acceptance of this donation is in alignment with the City of Boerne's vision of promoting arts and culture for the benefit of its citizens and visitors;

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

City Council hereby accepts the donation of the sculpture "The Runner" from Bryden and Kay Moon to be included in the City of Boerne's public art collection. The City of Boerne will take responsibility for the care, maintenance, and preservation of the sculpture, ensuring it remains a valued part of the public art collection.

PASSED and APPROVED on this the \_\_\_ day of October, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

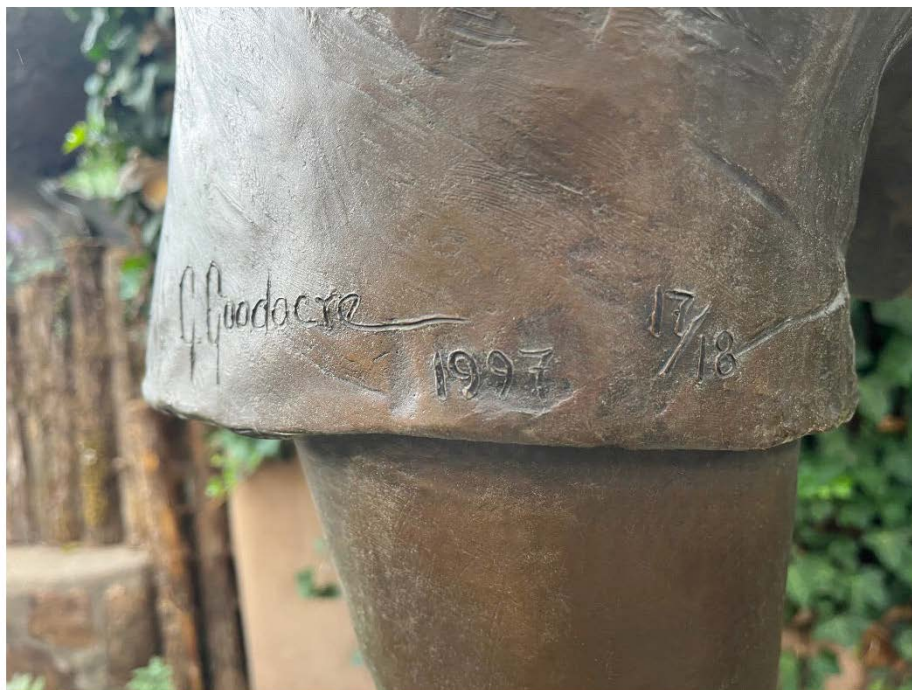
ATTEST:

\_\_\_\_\_  
City Secretary

**Attachment A**

**The Runner Images**





## Attachment B

### Glenna Goodacre, Sculpture Artist

Glenna Goodacre was a Texas-born sculptor who eventually settled in Santa Fe, New Mexico. She remains one of the most well-known artists in the world of Western sculpture. Her works appear in public, private, municipal and museum collections throughout the United States.



#### Artist Bio and Information

(American, 1939 - 2020)

Glenna Goodacre's sculptures are coveted for their lively expression, texture, design and movement. Beginning as a painter provided a foundation for her first bronzes created in 1969. She sculpted over 600 different works, the most well-known of which is the Vietnam Women's Memorial installed in Washington, D.C. in 1993. Her largest piece is the massive Irish Memorial created in 2002 for Penn's Landing in Philadelphia. The smallest is the obverse of the Sacagawea U.S. Dollar first minted in 2000. The most popular of over 50 bronze portraits is *After The Ride*, a 7 1/2 – foot standing figure of President Ronald W. Reagan made in 1998. One was cast for the National Cowboy and Western Heritage Museum in Oklahoma City and another for the Reagan

Presidential Library in Simi Valley. Another popular heroic statue of West Point Coach Colonel Earl "Red" Blaik sculpted in 2002 was given to The U.S. Military Academy at West Point in October, 2015, by the National Football Foundation and the West Point Association Of Graduates.

An academician of the National Academy of Design and a fellow of the National Sculpture Society, Goodacre has won many awards at their exhibitions. She has received honorary doctorates from Colorado College, her alma mater, and from Texas Tech University in her hometown of Lubbock, Texas. In 2002, her life-size *Crossing The Prairie* won the James Earl Fraser Sculpture Award at the Prix De West Exhibition. In 2003, she was awarded the prestigious Texas Medal Of Arts and later that year was inducted into the Cowgirl Hall Of Fame in Fort Worth. In 2005 a street in Lubbock, was named Glenna Goodacre Boulevard. In 2008 Glenna was named Notable New Mexican by the Albuquerque Museum Foundation. The honor included a documentary film "Clay Masher" by PBS affiliate KNME. 2009 marked her 40th anniversary as a sculptor with exhibitions and a 240-page book. In 2010, the 10th anniversary of the Sacagawea Dollar, Goodacre's studies and designs for the coin were added to the Smithsonian National Numismatic Collection in Washington, D.C. She is the 2013 recipient of the Lifetime Achievement Award from the Booth Western Art Museum in

Cartersville, Georgia. In 2014 she was awarded the Legacy Award from The Texas Tech University Museum Association in Lubbock, TX.

In January, 2015, Goodacre's studies and maquettes for the Vietnam Women's Memorial were included in an exhibition along with works by Laura Fraser called "Conflict In Bronze". The popular exhibit at the National Cowboy and Western Heritage Museum in Oklahoma City was held over through Spring 2016.

In July, 2015, an exhibition of the Smithsonian National Numismatic Collection opened at the American History Museum in Washington, D.C. From the collection of 1.6 million objects, curators were given the daunting task of choosing 400 items, four of which represented Goodacre's work: two Sacagawea Dollars minted in 2000, an 8" plaster design for the coin created in 1998, and one of her sculpture tools.

Created at Glenna's Santa Fe studio, a 9 ½-foot bronze monument to the founders of Mayo Clinic was unveiled at Mayo Hospital, Phoenix, Arizona, in December, 2015. The 1 ¼-lifesize bronze memorial depicts the father and his two sons who started Mayo Clinic in Rochester, Minnesota in the 19th century.

In October, 2016, Glenna Goodacre announced her complete retirement from sculpting and casting bronzes. She began destroying her lost-wax foundry molds and gifted her clay, sculpture tools, art books, and studio equipment along with four sculptures to the New Mexico School For The Arts, an arts-based charter high school in Santa Fe where Goodacre has lived since 1983.

She passed away in April 2020.

## Attachment C

**Proposed Location – Overhead showing proposed location of The Runner at City Park.**



**Attachment D**

**Location – Photo of site with The Runner super imposed.**



**Attachment E**

**Transfer of Title document – Hill Country Council for the Arts (HCCArts) to  
City of Boerne**

# TRANSFER OF TITLE IN PUBLIC ARTWORK

FROM

HILL COUNTRY COUNCIL OF THE ARTS

TO

CITY OF BOERNE

As approved by Boerne City Council on Tuesday, 10/08/2024 by and between the City of Boerne ("City"), a home-rule municipality incorporated in the State of Texas, and Hill Country Council for the Arts on Behalf of Bryden and Kay Moon ("Donors"), located at 350 Nueces Ct., Boerne, TX 78006, the Donors hereby transfer title and all ownership interests in the original bronze sculpture by Glenna Goodacre, known as "The Runner, #17 of 18," to the City of Boerne effective as of the date shown below. The donation of the piece by the Moons will be acknowledged in a plaque at the site, installed after The Runner is in place.

## DONORS

## CITY OF BOERNE

**HILL COUNTRY COUNCIL OF THE ARTS**

**BEN THATCHER, CITY MANAGER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

This document was signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Seal

\_\_\_\_\_  
Legibly typed, stamped, or printed name



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	October 8, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R79; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY INVOICES AND BILLS FROM SPECIFIC PROVIDERS OF GOODS AND SERVICES, IN ACCORDANCE WITH THE APPROVED ANNUAL BUDGET, IN ACCORDANCE WITH SECTION 6.08 OF THE CITY OF BOERNE'S HOME RULE CHARTER, AND IN ACCORDANCE WITH TEXAS MUNICIPAL PROCURMENT LAWS.
<b>Contact Person</b>	Sarah Buckelew, Finance Director
<b>Background Information</b>	<p>The City of Boerne Home Rule Charter Section 6.08 requires all contracts for expenditures exceeding the state law competitive bidding threshold requirements must be expressly approved in advance by Council. The state law bidding threshold for Fiscal Year 2024-25 is \$50,000.</p> <p>This resolution authorizes the City Manager or his designee to pay regular invoices and bills that exceed \$50,000 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.</p> <p>The list of vendors is reviewed and updated on an annual basis.</p>
<b>Item Justification</b>	<div> <input checked="" type="checkbox"/> Legal/Regulatory Obligation         <input type="checkbox"/> Infrastructure Investment       </div> <div> <input type="checkbox"/> Reduce Costs         <input type="checkbox"/> Customer Pull       </div> <div> <input type="checkbox"/> Increase Revenue         <input type="checkbox"/> Service Enhancement       </div> <div> <input type="checkbox"/> Mitigate Risk         <input type="checkbox"/> Process Efficiency       </div> <div> <input type="checkbox"/> Master Plan Recommendation         <input type="checkbox"/> Other:       </div>
<b>Strategic Alignment</b> (Example: C2 – Customer Feedback, B1 – Data Driven Decision)	B3 – Streamlined and Efficient Processes
<b>Financial Considerations</b>	Authorizes the timely payment of items that have been approved in the budget and have already met requirements under Texas Municipal Procurement Laws.

<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R79

## **RESOLUTION NO. 2024-R79**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY INVOICES AND BILLS FROM SPECIFIC PROVIDERS OF GOODS AND SERVICES, IN ACCORDANCE WITH THE APPROVED ANNUAL BUDGET, IN ACCORDANCE WITH SECTION 6.08 OF THE CITY OF BOERNE'S HOME RULE CHARTER, AND IN ACCORDANCE WITH TEXAS MUNICIPAL PROCUREMENT LAWS**

**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 \$50k 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 \$50,000 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
- Altec, Inc
- 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
- Citi Bank
- City of Garland

- Comptroller of the State of Texas- DBA State Comptroller
- Cow Creek Groundwater Conservation District
- Dell Financial Services
- EDF Trading North America, LLC
- Enterprise Fleet Management
- Equipment Controls Company, Inc.
- EMR Elevator
- ESRI Enterprise
- Ferguson Waterworks
- Frost Leasing
- Fuelman
- Flock Group, Inc.
- Gajeske, Inc.
- Guadalupe Blanco River Authority
- Guadalupe Valley Telephone Coop., Inc.
- Guardian Life Insurance Company of America
- 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)
- KBS Electrical Dist. Inc.
- Kendall County Appraisal District
- Kendall County Auditor
- Kendall County Treasurer
- Kendall County Elections Office
- Lower Colorado River Authority
- Matrix Imaging Solutions
- Microsoft
- Municipal Gas Acquisition & Supply Corporation
- National Meter & Automation, Inc. (DBA "Badger Meters")
- Pearce Industries, Inc. (DBA "WPI")
- Rainbow Senior Center
- Recon Infosec, Inc.
- Republic Meter, Inc
- RingCentral, Inc
- Schneider Engineering, Inc. (DBA Senergy)
- SHI Government Solutions, Inc.
- 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 Electric Cooperatives
- Texas Municipal League Intergovernmental Risk Pool
- Texas Municipal Retirement System

- The Lookout Group, Inc
- Tri-County Gravesite Maintenance, LLC
- Trojan Technologies Group, LLC
- Tyler Technologies
- Waste Management, Inc.
- West Texas Gas
- 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:

- Agave Design Studio
- Kimley Horn & Associates
- Freese & Nichols & Associates
- Halff Associates, Inc.
- HDR, Inc.
- ABIP, PC
- M&C Fonseca Construction Co., Inc.
- Luck Design Team
- Hoefer Welker, LLC
- WSP, USA, Inc.
- Maestas & Associates, LLC
- Creative Financial Staffing, LLC
- MGR Personnel, Inc.

**SECTION 3.** The City Manager is expressly authorized to pay such regular invoices and bills from entities listed herein that exceed \$50,000, 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 and ADOPTED on this the \_\_\_ day of October, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	October 8, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO 2024-R80; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BOERNE AND LUCK DESIGN TEAM FOR NORTHSIDE COMMUNITY PARK TOEPPERWEIN ROAD IMPROVEMENTS FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$31,530.
<b>Contact Person</b>	Lisette Jimenez –Director of Parks & Recreation
<b>Background Information</b>	<p>Northside Community Park is located at 525 Adler Street and was purchased in December 2008 with funds allocated for park expansion in the May 2007 bond package. In 2010, the City built the skate park, a small playground, restrooms, and a parking lot at this location.</p> <p>Identified as a top priority in the 2017 Parks, Recreation, and Open Space Master Plan, the design and development of Northside Park is currently underway. In November of 2022, voters approved \$13 million in bond funding for Parks and Open Space improvements which will fund several Northside park amenities in the master parks survey including the design of pickleball courts, basketball courts, multiuse fields, shade structures, dog park, interior loop trails, all-abilities playground, spray park and stormwater detention and LID features.</p> <p>This proposal for additional professional services is for the design of Toepperwein roadway improvements and utilities related to this park project. A traffic impact study was completed and approved for this project which determined the additional project scope. The scope of services includes:</p> <p><b>Platting</b></p> <ul style="list-style-type: none"> <li>• Revise the plat to reflect changes in ROW dedication on the west side of Toepperwein Rd.</li> <li>• Update boundary surveying and lot monumentation.</li> <li>• Prepare metes and bounds description and survey plat for land acquisition from the LCRA Property (to be acquired by the City of Boerne).</li> </ul>

	<p><b>Design and Revision of Civil-related Park Improvements</b></p> <ul style="list-style-type: none"> <li>• Revise park parking lot.</li> <li>• Revise water line replacement plans.</li> <li>• Design widening of Toepperwein Rd.</li> <li>• Design a roadside drainage ditch on the west side of Toepperwein Rd. to accommodate the roadway widening.</li> <li>• Provide additional utility coordination.</li> </ul> <p><b><u>Current Engineering &amp; Design Services - Luck Design Team</u></b></p> <ul style="list-style-type: none"> <li>• November 2021: Phase 1 Services     \$207,000</li> <li>• February 2023: Phase 2 Services     <u>\$536,895</u></li> <li>• Total Phase 1 &amp; Phase 2 Services     \$743,895 (Service Fees Paid to Date: \$361,816)</li> <li>• <b>Additional Services Toepperwein Rd. Widening - \$31,530</b></li> </ul> <p>Approval of this change in service would add an additional \$31,530 to the Luck Design contract, bringing the total not-to-exceed amount to \$775,425.</p>
<b>Item Justification</b>	<div> <div>[ ] Legal/Regulatory Obligation</div> <div>[X] Infrastructure Investment</div> <div>[ ] Reduce Costs</div> <div>[X] Customer Pull</div> <div>[ ] Increase Revenue</div> <div>[ ] Service Enhancement</div> <div>[ ] Mitigate Risk</div> <div>[ ] Process Efficiency</div> <div>[x] Master Plan Recommendation</div> <div>[ ] Other:</div> </div>
<b>Strategic Alignment</b>	<p>C1: Offering quality customer experiences.</p> <p>F2: Investing in and maintaining high-quality infrastructure.</p> <p>B2: Advancing master plan recommendations.</p>
<b>Financial Considerations</b>	<p>The Northside Community Park Design project is a budgeted expense captured in the 2022/2023 budget.</p>
<b>Citizen Input/Board Review</b>	<p>N/A</p>
<b>Legal Review</b>	<p>This is a change in service for the original agreement which was approved by legal.</p>
<b>Alternative Options</b>	

<b>Supporting Documents</b>	Resolution No. 2024-R80 Scope of Services Project Master Plan
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**RESOLUTION NO. 2024-R80**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND  
MANAGE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF  
BOERNE AND LUCK DESIGN TEAM FOR NORTHSIDE COMMUNITY PARK  
TOEPPERWEIN ROAD IMPROVEMENTS FOR AN ADDITIONAL AMOUNT  
NOT TO EXCEED \$31,530.00**

**WHEREAS**, the City of Boerne has an existing agreement with Luck Design Team for the design and development of Northside Community Park; and

**WHEREAS**, as part of the continued development of Northside Community Park, roadway and utility improvements along Toepperwein Road are necessary to support increased traffic and enhanced access to the park facilities; and

**WHEREAS**, a traffic impact study has been completed and approved for this project, which identified the need for additional scope and services related to the roadway and utility improvements; and

**WHEREAS**, the Luck Design Team has provided design and project management services for Northside Community Park and an amendment to their existing agreement is required to include these additional professional services, at an additional cost of \$31,530; and

**WHEREAS**, the City of Boerne desires to authorize the City Manager to enter into and manage this amendment to ensure the successful completion of the Toepperwein Road improvements, in line with the city's commitment to enhancing public infrastructure and park facilities for the benefit of residents and visitors;

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

The City Council hereby authorizes the City Manager to enter into and manage an amendment to the agreement between the City of Boerne and Luck Design Team for additional professional services related to the design and management of Toepperwein Road improvements and associated utilities at Northside Community Park for an additional amount not to exceed \$31,530.

PASSED, APPROVED, and ADOPTED on this the \_\_\_ day of October, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary



9600 Escarpment Blvd., Suite 745-4  
Austin, Texas 78789

Date: 06.19.24  
Project: City of Boerne  
Boerne Northside  
Construction Document  
Preparation

## ADDITIONAL SERVICES AMENDMENT

To: Paul Barwick, City of Boerne

From: Brent Luck, LUCK Design Team, LLC

---

As per our discussion, we understand that you would like LUCK Design Team, LLC to revise the construction document preparation services for the above referenced project. The Scope of Services currently authorized to be performed by the Consultant in accordance with the Professional Services Agreement, and previous additional services agreement, if any, is modified as follows:

Addition of platting and revision of civil related items associated with the widening of Toepperwein Road Preparation Services for the City of Boerne Northside Park to include:

1. See Attachment A from Freeland Turk.  
Fee: \$27,530.00
2. Project Coordination and Management Continuation with two-month extension of contract design period:  
Fee: \$4,000.00

For the Additional Services or the modifications to Services set forth above, Client shall pay Consultant the following additional or modified compensation: **31,530.00**

Terms and Conditions: Client and Consultant hereby agree to modify the above-referenced Professional Services Agreement as set forth in this Amendment. All provisions of the Professional Services Agreement not modified by this or previous Amendments remain in effect.

Client:

Consultant:

By:

By:

A handwritten signature in blue ink, appearing to read "Brent Luck", written over a horizontal line.

Brent Luck

Title:

Title:

President

Date:

Date:

June 19, 2024

May 30, 2024

Brent Luck  
Luck Design Team  
9600 Escarpment Boulevard  
Suite 745-4  
Austin, Texas 78749

**Reference: Amendment No. 2 - Northside Community Park – Toepperwein Rd. Widening**

Brent:

Freeland Turk Engineering Group, LLC (FTEG) appreciates the opportunity to submit this proposal for additional professional engineering services for the proposed expansion of Northside Community Park. The City of Boerne recently decided to widen Toepperwein Rd. (adjacent to the park) to create a continuous left turn lane and a right turn lane into the proposed parking lot. This amendment covers additional services to implement this change.

**Scope of Work**

**Platting**

- Revise the plat to reflect changes in ROW dedication on the west side of Toepperwein Rd.
- Update boundary surveying and lot monumentation.
- Prepare metes and bounds description and survey plat for land acquisition from the LCRA Property (to be acquired by the City of Boerne).

**Design and Revision of Civil-related Park Improvements**

- Revise park parking lot.
- Revise water line replacement plans.
- Design widening of Toepperwein Rd.
- Design a roadside drainage ditch on the west side of Toepperwein Rd. to accommodate the roadway widening. No other drainage improvements are included in this fee proposal.
- Provide additional utility coordination.

### Schedule

Freeland Turk requires an additional 60 calendar days to the current schedule for completion of the scope of work described in this amendment.

### Compensation

FTEG proposes to complete the scope of work in Amendment No. 2 and the remaining scope of work in the original agreement and Amendment No. 1 based on hourly rates plus reimbursable expenses for a fee of \$27,530 (summarized below). Per the updated Exhibit "B" - 2024 Billing Rate Schedule, our billings will not exceed this amount without authorization from the Luck Design Team.

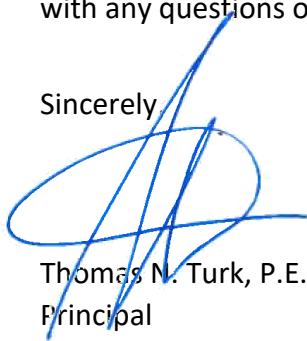
Update Plat	= \$ 2,000
LCRA Metes and Bounds	= \$ 2,530
Revise Bid and Construction Documents	= \$ 23,000
<b>Amendment No. 2 - Total</b>	<b>= \$ 27,530</b>

### Terms and Conditions

All terms and conditions in the original agreement (dated 11-16-21) remain in effect unless modified by this amendment.

We appreciate the opportunity to submit this amendment. Please do not hesitate to contact us with any questions or comments.

Sincerely,



Thomas N. Turk, P.E.  
Principal

Authorization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments

## Exhibit "A"



## **Exhibit "B"**

### **2024 Billing Rate Schedule**

#### **Freeland Turk Engineering Group, LLC**

The following rate schedule is in effect for the calendar year specified and is subject to change after December 31, 2024.

#### **Hourly Rates**

Principal	\$ 205/hour
Senior Project Manager	\$ 195/hour
Project Manager	\$ 180 /hour
Sr. Design Engineer (P.E.)	\$ 165/hour
Design Engineer (P.E.)	\$ 150/hour
Engineering in Training - 2	\$ 135/hour
Engineering in Training - 1	\$ 125/hour
Sr. Design Technician	\$ 125/hour
Design Technician	\$ 105/hour
CADD Technician	\$ 90/hour
GIS Specialist	\$ 115/hour
Construction Inspector	\$ 105/hour
Engineering Intern	\$ 85/hour
Administrative/Support Staff	\$ 85/hour

#### **Reimbursable Expenses**

Mileage – Current IRS Standard Mileage Rate times Miles Traveled

Inside Office Printing - \$0.05 per page

Outside/Contract Printing & Plotting – Direct Cost plus 15%

Shipping – Direct Cost plus 15%

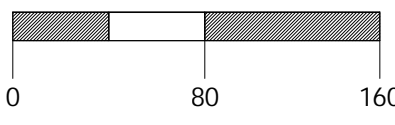
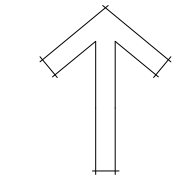
Other miscellaneous expenses – Direct Cost plus 15%

Overnight travel expenses (airfare, hotel, meals, rental cars, etc.) – Direct Cost plus 15%

Sub-consultants – Direct Cost plus 15%



38.86 ACRES





## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	October 8, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO 2024-R81; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND PROJECT CONTROL FOR NORTHSIDE COMMUNITY PARK PROJECT MANAGEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$144,000.
<b>Contact Person</b>	Lisette Jimenez –Director of Parks & Recreation
<b>Background Information</b>	<p>Recently staff received an updated Opinion of Probable Construction Costs (OPCC) for the proposed Northside Community Park improvements from Luck Design Team. Construction costs for most trades have substantially increased in the past three years due to inflationary pressures and an elevated interest rate environment.</p> <p>The updated cost estimates clearly demonstrate that the proposed park improvements will need to be completed in two phases. As a result, improvements will have to be prioritized to leverage available funding and to plan for sequencing that will most effectively integrate multiple phases.</p> <p>Staff reviewed methods available to gain greater control over project constructions costs and phasing coordination. The consensus is to proceed with the Construction Manager at Risk (CMAR) project delivery method instead of best qualified lump sum bid. Staff feels that the CMAR method provides the most cost-effective way to have greater control and flexibility on project construction costs in these uncertain times. In addition, CMAR can typically expedite project timelines, reduce conflicting information in plans/specifications, minimize change orders, and maximize opportunities to work with local subcontractors.</p> <p>Proposed primary duties of Project Control would consist of assistance with Pre-Design, Design, Bid/Evaluate CMAR, Contract Setup, and Budget Estimating.</p> <p>Since the project is already in design, Project Control is proposing a modified Pre-Design scope for this project which includes the following services:</p>

	<ul style="list-style-type: none"> <li>• Review and evaluate design and construction schedules.</li> <li>• Assess Opinion of Probable Construction Costs and current construction costs and adjust as needed.</li> <li>• Evaluate project scope for cost savings.</li> <li>• Evaluate project for phasing options.</li> <li>• Provide findings and recommendations.</li> </ul> <p>These professional services will provide specialized expertise to supplement staff involvement, as well as provide resources to fill anticipated gaps due to upcoming staff retirements. However, City staff will continue to perform typical project management duties and construction inspections as needed for this project. Furthermore, Luck Design Team will perform their scheduled Construction Phase Services including: review of shop drawings, site visits/observations, visual inspection of contractor's work, review change order submittals and pay requests, assist with punch lists and project close-out documents.</p> <p><b>Project Control Proposed Fee Schedule:</b></p> <table> <tr> <td>Pre-Design to Contract Set-up</td><td>\$ 81,000</td></tr> <tr> <td>Design to Construction Start</td><td><u>\$ 63,000</u></td></tr> <tr> <td><b>Subtotal</b></td><td><b>\$144,000</b></td></tr> </table> <p>Project Control did provide an optional cost estimate of an additional \$300,000 for assistance during the Construction Phase which staff is not recommending at this time.</p> <p>Staff recommends Council authorize the City Manager to manage an agreement between the City and Project Control for Pre-Design through Construction Start for Northside Community Park Project Management Services totaling \$144,000.</p>	Pre-Design to Contract Set-up	\$ 81,000	Design to Construction Start	<u>\$ 63,000</u>	<b>Subtotal</b>	<b>\$144,000</b>				
Pre-Design to Contract Set-up	\$ 81,000										
Design to Construction Start	<u>\$ 63,000</u>										
<b>Subtotal</b>	<b>\$144,000</b>										
<b>Item Justification</b>	<table> <tr> <td><input type="checkbox"/> Legal/Regulatory Obligation</td><td><input checked="" type="checkbox"/> Infrastructure Investment</td></tr> <tr> <td><input type="checkbox"/> Reduce Costs</td><td><input type="checkbox"/> Customer Pull</td></tr> <tr> <td><input type="checkbox"/> Increase Revenue</td><td><input type="checkbox"/> Service Enhancement</td></tr> <tr> <td><input checked="" type="checkbox"/> Mitigate Risk</td><td><input checked="" type="checkbox"/> Process Efficiency</td></tr> <tr> <td><input checked="" type="checkbox"/> Master Plan Recommendation</td><td><input type="checkbox"/> Other:</td></tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation	<input checked="" type="checkbox"/> Infrastructure Investment	<input type="checkbox"/> Reduce Costs	<input type="checkbox"/> Customer Pull	<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement	<input checked="" type="checkbox"/> Mitigate Risk	<input checked="" type="checkbox"/> Process Efficiency	<input checked="" type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Other:
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<input checked="" type="checkbox"/> Mitigate Risk	<input checked="" type="checkbox"/> Process Efficiency										
<input checked="" type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Other:										
<b>Strategic Alignment</b>	<p>F2: Investing in and maintaining high-quality infrastructure.</p> <p>B2: Advancing master plan recommendations.</p> <p>B3: Providing streamlined and efficient processes.</p>										

<b>Financial Considerations</b>	The Northside Community Park Design project is a budgeted expense captured in the 2022/2023 budget.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	Project Control is listed on the City of Boerne list for On-Call Engineering Services.
<b>Alternative Options</b>	
<b>Supporting Documents</b>	Resolution No. 2024-R81 Scope of Services Project Master Plan

**RESOLUTION NO. 2024-R81**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND  
MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND PROJECT  
CONTROL FOR NORTHSIDE COMMUNITY PARK PROJECT MANAGEMENT  
SERVICES FOR AN AMOUNT NOT TO EXCEED \$144,000**

**WHEREAS**, the City of Boerne is committed to the successful development of Northside Community Park and seeks effective oversight of construction costs, project timelines, and coordination of phases; and

**WHEREAS**, City staff reviewed various project delivery methods and determined that the Construction Manager at Risk (CMAR) method offers the most cost-effective approach by providing greater control and flexibility over project construction costs, especially during uncertain economic conditions; and

**WHEREAS**, the CMAR method typically accelerates project timelines, reduces conflicting information in plans and specifications, minimizes change orders, and enhances opportunities for collaboration with local subcontractors; and

**WHEREAS**, Project Control has the expertise to assist the City of Boerne with key project management services including Pre-Design, Design, Bid/Evaluate CMAR, Contract Setup, and Budget Estimating, which will ensure the effective and efficient delivery of the Northside Community Park project; and

**WHEREAS**, the City of Boerne finds it necessary to enter into an agreement with Project Control for these project management services for an amount not to exceed \$144,000;

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

The City Council hereby authorizes the City Manager to enter into and manage an agreement between the City of Boerne and Project Control for Northside Community Park Project Management Services for an amount not to exceed \$144,000.

PASSED, APPROVED, and ADOPTED on this the \_\_\_ day of October, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary



July 30, 2024

Mr. Paul Barwick  
Special Projects Director  
City of Boerne  
447 N. Main Street  
Boerne, Texas 78006

**RE: Boerne Northside Park Project Management Proposed Fee**

Dear Mr. Barwick:

Project Control is pleased to present our fee proposal for project management services on the City of Boerne's Northside Park Project (Project).

**PROJECT UNDERSTANDING**

The Project, located at 535 Adler Street, currently includes a skate park, small playground, restrooms, and a parking lot. The redevelopment of the site, in accordance with the Master Plan completed in 2017, will incorporate pickleball courts, multi-use fields, pavilion rental space, covered basketball courts, a dog park, interior loop trails, a signature all-abilities playground, and regional stormwater detention/retention.

**PROPOSED FEE**

Our proposed fee is outlined below, accompanied by a phased schedule enclosed as Attachment A that informed its calculation.

Phase	Monthly Fee	Duration (months)	Phase Fee
Pre-Design to Contract Set-up	\$9,000	9	\$81,000
Design to Construction Start	\$10,500	6	\$63,000
Construction Phase (Optional)	\$12,500	24	\$300,000
<b>TOTAL</b>			<b>\$444,000</b>

We look forward to serving the City of Boerne. Please feel free to call if you have any questions.

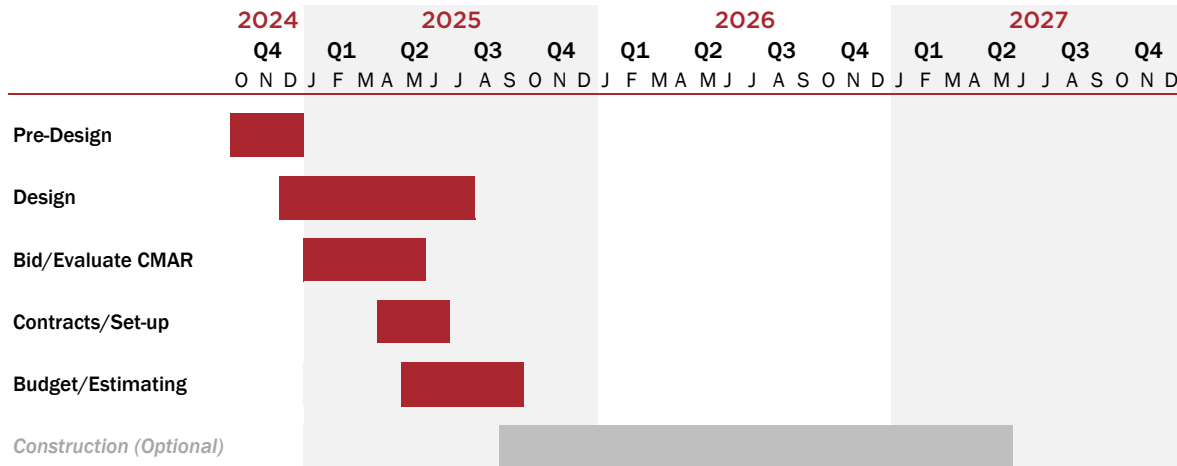
Respectfully,



**Jeff Haberstroh**  
Vice President

## Attachment A

### Phased Schedule



#### PRE-DESIGN PHASE SERVICES

Since the City currently has the design team engaged and budgeting has begun on the Master Plan, Project Control is proposing a modified Pre-Design Phase for this project, which includes, but is not limited to, the following services:

- Review and evaluate design and construction schedules.
- Assess OPCC and current construction costs, and adjust as needed.
- Evaluate project scope for savings.
- Evaluate project for phasing options.
- Provide findings and recommendations.



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	October 8, 2024
<b>Requested Action</b>	APPROVE RESOLUTION 2024-R82; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A THREE-YEAR CONTRACT BETWEEN THE CITY OF BOERNE AND THE NORMANDY GROUP, LLC FOR SERVICES RELATED TO THE EXPLORATION OF FEDERAL GRANT FUNDING OPPORTUNITIES FOR AN AMOUNT NOT TO EXCEED \$275,400.00 OVER THE THREE-YEAR TERM.
<b>Contact Person</b>	Kristy Stark, Assistant City Manager
<b>Background Information</b>	<p>Since April 1, 2023, the City has worked with The Normandy Group, a federal grants coordination firm based in Washington, D.C. to proactively establish relationships with federal agencies focusing on grant and funding opportunities meeting City Council priorities. Former Congressman Henry Bonilla, San Antonio, is a partner and the group provides experience working across multiple government agencies to accumulate the right relationships to advance City success and keep Boerne on the radar of our federal Congressional delegation and funding agencies.</p> <p>In the past year, the City of Boerne has secured <b>\$3,577,653</b> in grant funding from federal, state, and private funding sources.</p> <p><b>Specific Focus Includes:</b></p> <ul style="list-style-type: none"><li>• Assess pending infrastructure and economic development projects that may be eligible to receive federal funding through the historic Bipartisan Infrastructure Law (BIL) or other federal mechanism.</li><li>• Determine which of such projects are most likely to qualify for funding under applicable federal transportation, public works, and annual appropriations bills or federal grants.</li><li>• Advise and assist the City as appropriate to enhance the City's chances of approval of funding or grant requests by the City.</li><li>• Support federal grant programs that advance police and fire public safety programs for assistance with equipment, training, and personnel.</li></ul>

	<ul style="list-style-type: none"> <li>• Seek federal support to address the repeated flooding hazards that regularly impact the City, including, but not limited to, engagement with federal agencies such as FEMA, U.S Army Corps of Engineers; and the Natural Resources Conservation Service (NRCS) under the U.S. Department of Agriculture.</li> <li>• Explore funding opportunities through the Bureau of Reclamation and other federal agencies that will support the City's reclaimed water system.</li> <li>• Seek support for the Patrick Heath Public Library via federal grant programs at the National Endowment for the Humanities (NEH) and the Institute of Museum and Library Services (IMLS).</li> <li>• Troubleshoot any issues with the Texas Department of Transportation (TxDOT) via the Professional Firm's relationship in Washington and Austin.</li> </ul> <p><b>Current Grant Applications:</b> City Council has voiced their intent for staff to apply for federal and state grant opportunities as applicable and with Normandy's assistance, our most recent applications include:</p> <ul style="list-style-type: none"> <li>• Safe Streets for All (SS4A) Action Plan Grant – USDOT <b>(Awarded)</b></li> <li>• Reconnecting Communities and Neighborhood Grant - USDOT</li> <li>• SMART Grant Program for Flooding Resilience – USDOT</li> <li>• Bridge Investment Program (BIP) Planning Grant – USDOT <b>(Awarded)</b></li> <li>• Staffing for Adequate Fire and Emergency Response (SAFER) Grant – FEMA <b>(Awarded)</b></li> <li>• Assistance to Firefighters Grants (AFG) - FEMA</li> <li>• Edward Byrne Memorial Justice Assistance Grant – TX Office of the Gov. (pass thru) U.S. Dept. of Justice Federal Award <b>(Awarded)</b></li> <li>• Non-Urban Outdoor Parks &amp; Recreation Grant for Northside Community Park - TPWD</li> </ul> <p><b>Future Grant Opportunities:</b> The City will continue pursuit in 2025 for infrastructure, public safety, and facilities funding. Staff holds bi-weekly calls with Normandy to target applicable funding opportunities and to finetune our application submittals to include letters of support from elected officials and community partners.</p>
--	--

<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input checked="" type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Reduce Costs <input checked="" type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Increase Revenue <input checked="" type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Mitigate Risk <input checked="" type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b> (Example: C2 – Customer Feedback, B1 – Data Driven Decision)	C2 – Customer Feedback; F1 – Strategic, responsible & conservative financial management; F2 – Investing in & maintaining high-quality infrastructure systems and public assets; B2 – Advancing master plan recommendations.
<b>Financial Considerations</b>	While there is no guarantee of grant award, competing for federal grant dollars allows the City to leverage its limited resources and extend opportunities for infrastructure, public safety, and facilities funding sources.
<b>Citizen Input/Board Review</b>	
<b>Legal Review</b>	Letter agreement contains language approved by our legal team
<b>Alternative Options</b>	Not competing for grants or understanding the application process would eliminate alternative funding sources for the City to alleviate the financial burden on our residents and supplement our limited financial resources.
<b>Supporting Documents</b>	Resolution No. 2024-R82 Federal, State & Private Funding Successes 2023-2024 Letter Agreement

**RESOLUTION NO. 2024-R82**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A THREE-YEAR CONTRACT BETWEEN THE CITY OF BOERNE AND THE NORMANDY GROUP, LLC FOR SERVICES RELATED TO THE EXPLORATION OF FEDERAL GRANT FUNDING OPPORTUNITIES FOR AN AMOUNT NOT TO EXCEED \$275,400.00 OVER THE THREE-YEAR TERM**

**WHEREAS**, the City of Boerne desires to continue its proactive pursuit of federal grants to benefit the community; and

**WHEREAS**, The Normandy Group, LLC is a bipartisan government relations firm based in Washington, D.C. with expertise in securing federal grant funding; and

**WHEREAS**, the City of Boerne has been actively collaborating with The Normandy Group, LLC since 2023 on various grant initiatives, and several grant applications have already been submitted as a result of this partnership; and

**WHEREAS**, the City of Boerne finds it in the best interest of the public to enter into a three-year contract with The Normandy Group, LLC for services related to the exploration of federal grant funding opportunities;

**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 three-year contract between the City of Boerne and The Normandy Group, LLC for services related to the exploration of federal grant funding opportunities for an amount not to exceed \$275,400.00 over the three-year term.

PASSED, APPROVED, and ADOPTED on this the \_\_\_\_ day of October, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary



## **Federal, State & Private Funding Successes 2023-2024**

*(updated 10/1/2024)*

<b>Fiscal Year (FY) Notified</b>	<b>Federal, State, or Private Agency</b>	<b>Grant Program Award</b>	<b>Amount</b>
FY2024 – BIL	U.S Department of Transportation (USDOT)	<b>Safe Streets For All (SS4A) Action Plan Grant</b> to be used by the City of Boerne to 1) update the City’s existing safety action plan to fully comply with SS4A requirements 2) conduct a downtown pedestrian safety plan to address pedestrian fatalities and serious injuries near the city center and 3) conduct intersection- focused road safety audits at identified intersection crash hotspots.	<b>\$240,000</b>
FY 2024 – BIL	U.S Department of Transportation (USDOT)	<b>Bridge Investment Program (BIP) Planning Grant</b> to develop a comprehensive plan to address significant safety, transportation, and mobility challenges posed by 18 existing bridges located within Boerne.	<b>\$600,000</b>
FY 2024	Federal Emergency Management Agency (FEMA)	<b>The Staffing for Adequate Fire and Emergency Response Grants (SAFER) Grant</b> to provide funding directly to the Boerne fire department to increase the number of trained, "front line" firefighters available in the community.	<b>\$1,958,373</b>
FY2024	Mellon Foundation (Private Funding)	<b>Mellon Foundation Grant</b> to the Patrick Heath Public Library to fund, create, and support activities for a Memory Lab.	<b>\$694,000</b>

FY2024	TX Office of the Gov (Pass Thru) U.S. Dept of Justice Federal Award	<b>Edward Byrne Memorial Justice Assistance Grant</b> to provide funding for a Mental Health Officer for the Boerne Police Department.	<b>\$85,280</b>
		Total	<b>\$3,577,653</b>



## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is between City of Boerne, Texas (City) and the Normandy Group (Professional Firm) regarding representation of the City in federal government relations.

### Scope of Representation

Professional Firm agrees to represent City before the federal government, including but not limited to, Congress, Executive Branch, and any pertinent federal agencies focusing on federal grant and funding opportunities meeting City Council priorities including but not limited to, those more specifically described in Exhibit "1" attached herein.

### Time Period

This agreement will be for a period of three (3) years beginning on the effective date of this agreement.

### Consideration

Compensation shall be payable in monthly installments of \$7,500 per month, which shall be inclusive of all actual expenses, including expenses relating to travel. Starting in the second year of the agreement, the monthly compensation shall increase by 3% to \$7,725 per month. This increase will take effect with the first payment of the second year, beginning on October 1, 2025, and will apply to each monthly installment thereafter.

### Method of Billing and Payment

Professional Firm will submit monthly invoices for work performed. Professional Firm's invoices shall be in writing and as needed provide sufficient detail on the amount of work performed. Payments will be made by City within thirty (30) days of receipt of billing.

### Reports

Professional Firm agrees to be solely responsible for preparation and filing of all applicable Professional Firm activity reports. Professional Firm represents that it is registered as a lobbyist per applicable law and that all fees are current and all required reports are current, complete, and accurate. Professional Firm warrants that during the term of this Agreement it shall remain in full compliance with all applicable laws, reporting requirements, and payment of all regulatory fees required for the performance of the intended purposes of this Agreement. Professional Firm agrees to provide timely updates to City as to any grant and funding opportunities and processes and at such other times that City has assigned Professional Firm to work on a particular project.

### Conflict of Interest, Loyalty & Legal Compliance

Professional Firm agrees that the signing of this Agreement constitutes a warranty and covenant of complete loyalty and confidence to City and its best interests. Professional Firm assures that City be represented without any actual conflict of interest or the appearance of conflict of interest and shall perform that representation within the laws of the State of Texas and the United States of America. Professional Firm agrees to comply with conflicts of interest provisions required by law and by the rules and regulations of the Texas Ethics Commission. The warranty, covenant, and obligations of this paragraph shall survive expiration or termination of this contract for a period of 90 days from date the Agreement ends.

### Assignments and Direction

Professional Firm shall receive assignments and direction from and through the Office of the City Manager, or other designee by that office for a particular project. Professional Firm will use best efforts and self-initiative to keep City informed of legislative or agency proposals or actions that impact the City's interests as the Professional Firm understands them to be.

### Termination

Either party may terminate this Agreement upon breach or without cause upon thirty (30) days prior written notice to the other. In the event of termination without cause, City shall be obligated to pay for expenses incurred and pro-rated compensation approved through the day of termination.

### Independent Contractor Status & Taxes

Professional Firm shall at all times serve as an independent contractor and shall not be considered an employee of the City except as a registered lobbyist and Professional Firm on legislative affairs. Professional Firm shall remain liable for all taxes including payroll taxes, if any, incident to the compensation and expense paid by City pursuant to this Agreement.

### Work Product

Professional Firm agrees that all products, including but not limited to all documents, materials, data, drawings, information, reports and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Services that will be provided hereunder, shall be the sole and exclusive property of City, and are deemed "Works Made for Hire". Professional Firm agrees to and does hereby assign the same to City. It is understood that the Professional Firm does not represent such data to be suitable for reuse on any other project or for any other purpose. City's reuse of the data without the Professional Firm's specific written verification or adaptation will be at City's risk without liability to the Professional Firm. Professional Firm is entitled to maintain copies of all products mentioned above that are produced or used in the execution of this Agreement.

### Confidential Information

Professional Firm agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of City unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by Professional Firm or its employees and agents shall be used by Professional Firm or its employees and agents solely and exclusively in connection with the performance of the Scope of Services.

### Insurance

For all services performed on City property or premises, Professional Firm will provide insurance coverage in accordance with City's insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to City, this Agreement may be terminated by City, without penalty, on written notice to Professional Firm. In addition, Professional Firm shall provide Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000).

Professional shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement:

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
  - a. Statutory workers' compensation and employers' liability insurance as required by state law.
  - b. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per occurrence/ annual aggregate.

Professional shall provide the City with proof of insurance required hereunder prior to commencing work for the City. Such policies shall name the City, its officers, and employees as an additional insured and shall provide for a waiver of subrogation in favor of the City. Professional shall provide the City with written notice of any coverage limit change on the insurance throughout the duration of this Agreement.

#### Indemnification

Professional does hereby covenant and contract to waive any and all claims, release, indemnify, and hold harmless the City, its City Council, officers, employees, and agents, from and against all liability, causes of action, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties or suits, which may arise by reason of death or injury to persons or property, caused by or resulting from the negligence, intentional tort, intellectual property infringement, or failure to pay a subprofessional or supplier committed by the professional, its agents, or consultants under contract, or any other entity over which the professional exercise control, subject to the limitations in the Texas Local Government Code 271.904 and Texas Civil Practice and Remedies Code 130.002 (B) and professional will, at its own cost and expense, defend and protect City against any and all such claims and demands. The indemnification under this section shall include reasonable attorneys' fees and costs, court costs, and settlement costs in proportion to the professional's liability.

#### Governing Law/ Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Kencall County, Texas.

#### HB 89 and SB 252

Professional hereby certifies that the Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Professional hereby certifies that the PROFESSIONAL is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252 Texas Government Code.

#### Compliance with Laws

Professional Firm shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

#### Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay

of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

Notice

Professional Firm's address for notice under this Agreement is as follows:

The Normandy Group, LLC  
1899 L Street, NW  
Suite 520  
Washington, DC 20036

City's address for notice under this Agreement is as follows:

City of Boerne  
447 N. Main Street  
Boerne, TX 78006

AGREED AND ACCEPTED:

By: \_\_\_\_\_

Name: Ron Eritano

Title: Managing Partner

Party: The Normandy Group, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ben Thatcher

Title: City Manager

Party: City of Boerne, Texas

Date: \_\_\_\_\_

## **Exhibit 1 – Scope of Services and Deliverables**

In accordance with the terms and conditions of the Agreement, the Professional Firm agrees to provide the City of Boerne (“City”) with the following federal government relations services in the scope of this Agreement:

- Assess pending infrastructure and economic development projects that may be eligible to receive federal funding through the historic Bipartisan Infrastructure Law (BIL) or other federal mechanism.
- Determine which of such projects are most likely to qualify for funding under applicable federal transportation, public works, and annual appropriations bills or federal grants.
- Advise and assist the City as appropriate to enhance the City’s chances of approval of funding or grant requests by the City.
- Support federal grant programs that advance police and fire public safety programs for assistance with equipment, training, and personnel.
- Seek federal support to address the repeated flooding hazards that regularly impact the City, including, but not limited to, engagement with federal agencies such as FEMA, U.S Army Corps of Engineers; and the Natural Resources Conservation Service (NRCS) under the U.S. Department of Agriculture.
- Explore funding opportunities through the Bureau of Reclamation and other federal agencies that will support the City’s reclaimed water system.
- Seek support for the Patrick Heath Public Library via federal grant programs at the National Endowment for the Humanities (NEH) and the Institute of Museum and Library Services (IMLS).
- Troubleshoot any issues with the Texas Department of Transportation (TXDOT) via the Professional Firm’s relationships in Washington and Austin.

Note that this scope is not nearly exhaustive, and we fully expect to expand as we meet with the City to better understand its priorities throughout the course of this agreement.