

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
JANUARY 13, 2026 – 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. 2026-001 RECOGNIZING MIKE MANN AND HIS YEARS OF SERVICE TO OUR COMMUNITY.

4. 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)

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

A. 2025-654 CONSIDER THE APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF DECEMBER 9, 2025.

Attachments: [Minutes.25.1209](#)

B. [2025-615](#) CONSIDER RESOLUTION NO. 2026-R01; A RESOLUTION ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026. (Considerar la resolución numero 2026-R01; una resolución que establece los procedimientos para la elección general del 2 de mayo, 2026)

Attachments: [AIS Election 2026](#)
[Resolution No. 2026-R01](#)

REGULAR AGENDA:

6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

A. [2025-613](#) PUBLIC HEARING AND CONSIDER ON FIRST READING
ORDINANCE NO. 2026-01; AN ORDINANCE RATIFYING THE
ZONING DESIGNATION OF C3 - SICO (COMMUNITY
COMMERCIAL WITHIN THE SCENIC INTERSTATE CORRIDOR
OVERLAY DISTRICT), OF THE UNIFIED DEVELOPMENT CODE,
FOR AN APPROXIMATELY 5.155-ACRE PROPERTY LOCATED ON
INTERSTATE 10 WEST, KNOWN AS THE IH-10 "SURPLUS
NORTH" TRACT, ADJOINING THE FUTURE BUC-EE'S
DEVELOPMENT AT 33375 INTERSTATE 10 WEST; AMENDING
THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED
DEVELOPMENT CODE, CHAPTER 3. ZONING, SECTION 3.2,
ZONING MAP, TO REFLECT SAID RATIFICATION; REPEALING ALL
ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE
CLAUSE; AND DECLARING AN EFFECTIVE DATE.

Attachments:

[AIS -Buc-ee's Zoning Ratification CC First Reading](#)
[Ordinance No. 2026-01](#)
[Public Hearing Notice](#)
[Attachment #1 - Aerial Map](#)
[Attachment #2 - Future Land Use Map](#)
[Attachment #3 - Zoning Map](#)
[Attachment #4 - Environmental Constraints Map](#)
[Attachment #5 - Written Responses](#)
[Attachment #6 - Bucees 380 Development Agreement](#)
[Attachment #7 - Ordinance No. 2020-18 - B-2 Zoning Pre-UDC](#)
[Attachment #8 - C3 Zoning Determination Letter](#)
[Attachment #9 - Buc-ee's Project Briefing 2025.08.27 Final](#)
[Attachment #10 - Commercial Zoning District Comparison](#)

7. RESOLUTIONS:

A. [2025-618](#) CONSIDER RESOLUTION NO. 2026-R02; A RESOLUTION OF THE CITY OF BOERNE, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND BOERNE KENDALL COUNTY ECONOMIC DEVELOPMENT CORPORATION.

Attachments: [AIS BKCEDC Agreement 1.13.2025](#)
[Resolution No. 2026-R02](#)
[2026 City of Boerne EDC Shared Services Agreement](#)

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

9. ADJOURNMENT

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the 7 day of January, 2026 at 4:00 p.m.

s/s Lori A. Carroll
City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

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

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

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

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

Minutes of the Regular Called City Council Meeting of December 9, 2025.

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

Staff Present: Ben Thatcher, Jeff Carroll, Lori Carroll, Maria Garcia, Mike Mann, Mick McKamie, Nick Montagno, Terry Nolan, Steve Perez, Mike Raute, Natalie Shults, Andrea Snouffer, Kristy Stark, Chastity Valdes, Andrew Wilkinson, and Danny Zincke.

Recognized / Registered Guests: No guests were in attendance.

1. CALL TO ORDER – 6:00 PM

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

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. PUBLIC COMMENTS:

No comments were received.

4. CONSENT AGENDA:

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

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

A. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING OF NOVEMBER 18, 2025.

THE MINUTES WERE APPROVED.

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

THE RESOLUTION WAS APPROVED.

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

THE RESOLUTION WAS APPROVED.

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

THE RESOLUTION WAS APPROVED.

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:**A. CONSIDER A ONE-TIME READING OF ORDINANCE NO. 2025-20; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.11.A. (As described below)**

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE A ONE-TIME READING OF ORDINANCE NO. 2025-20; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.11.A. (AS DESCRIBED BELOW). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

B. CONSIDER ORDINANCE NO. 2025-20; AN ORDINANCE OF THE CITY OF BOERNE, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2023-18 AND ESTABLISHING CREDITS FOR WATER CONSERVATION MEASURES.

Mayor Ritchie called on Andrea Snouffer, Utilities Administrative Supervisor, to provide information regarding the proposed amendments to the City's water and wastewater impact fee ordinance. Ms. Snouffer explained that recent legislation, Senate Bill 14, requires impact fee ordinances to include language encouraging water conservation. She presented a graph illustrating the City's current impact fee program and noted that the City already offers conservation-related credits through its impact fees. The proposed amendment adds the required mandatory language but does not change the existing impact fee structure.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE ORDINANCE NO. 2025-20; AN ORDINANCE OF THE CITY OF BOERNE, TEXAS REPEALING AND REPLACING ORDINANCE NO. 2023-18 AND ESTABLISHING CREDITS FOR WATER CONSERVATION MEASURES. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

6. RESOLUTIONS:

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

Mayor Ritchie called on Andrew Wilkinson, Utilities Engineer, to discuss the need for additional design services for the GBRA Water Main Extension Project. Mr. Wilkinson presented a diagram illustrating the project location and existing roadway conditions, along with a rendering depicting the anticipated appearance of the completed project. He explained that the City of Fair Oaks Ranch has agreed to reimburse the City for the additional design services associated with this project.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE RESOLUTION NO. 2025-R91; A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL DESIGN SERVICES FOR THE GBRA WATER MAIN EXTENSION PROJECT FOR AN AMOUNT NOT TO EXCEED \$26,990.00. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

7. CITY MANAGER'S REPORT:

A. **PRESENTATION ON WASTE MANAGEMENT UPDATE.**

Mayor Ritchie called on Nick Montagno, Director of Operations, to provide an

update on the Waste Management agreement approved in December 2024. Mr. Montagno reviewed key provisions of the agreement, including rate adjustments. He noted that recycling and trash service will occur on the same day for all areas, with the exception of Trails at Herff Ranch, where the pickup day will change from Wednesday to Thursday. He also reviewed the City's communication efforts regarding the changes and stated that staff held a Trails at Herff Ranch homeowners association meeting the previous evening to discuss the updates.

B. MONTHLY PROJECTS REPORT.

Mayor Ritchie called on City Manager Ben Thatcher. City Manager Thatcher expressed appreciation to Nick Montagno for his presentation and for the services provided by Waste Management. He then provided an update on various City projects. City Manager Thatcher noted that Mike Mann, who will be retiring January 2, 2026 will be recognized at the January 13, 2026, City Council meeting. He concluded by wishing everyone a Merry Christmas.

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

Council Member Bateman stated that, as a new member of Council, the past few months have been a great experience and a valuable learning opportunity. He expressed appreciation to staff for a successful Weihnachts Parade and thanked Ryan Bass for attending his homeowners association meeting on short notice.

Mayor Pro Tem Wolosin noted that he did not see a post referencing comments he made at the previous council meeting. He expressed appreciation to staff for an outstanding Dickens event and parade, highlighting the strong sense of community spirit. He noted that the Boerne Greyhounds will be playing on Friday at the Alamodome and encouraged the community to celebrate Hanukkah. He wished everyone a Merry Christmas and a Happy New Year.

Council Member Mickelsen wished everyone a Merry Christmas and Happy New Year, expressed appreciation for staff, and encouraged the community to keep their eyes and hearts open during the holiday season.

Council Member Bunker stated that the Boerne Greyhounds football team will play at 7:00 p.m. on Friday at the Alamodome. He thanked Nick Montagno and Chris Shadrock for attending the Trails at Herff Ranch HOA meeting.

Council Member Macaluso wished everyone a Merry Christmas and Happy New Year and expressed strong appreciation for staff, noting there are many positive things to say about their efforts.

Mayor Ritchie stated that he received numerous positive comments regarding the new barricades and increased police presence during Dickens and the parade. He noted the event was excellent, as always, and stated it has been a great year. He expressed appreciation to City staff for the outstanding work they do for the City of Boerne and shared that he met a family who traveled from Mississippi to attend Dickens.

City Manager Thatcher provided statistics regarding attendance at the Dickens event.

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

Mayor Ritchie convened the City Council into Executive Session at 6:32 p.m.

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

No action was taken.

B. SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY TO DISCUSS SB-2038, PROCESS FOR PETITIONS FOR RELEASE FROM THE CITY'S EXTRATERRITORIAL JURISDICTION.

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 6:57 p.m.

No action was taken.

11. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 6:57 p.m.

Approve:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	January 13, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R01; A RESOLUTION ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026. (<i>Considerar la resolución numero 2026-R01; una resolución que establece los procedimientos para la elección general del 2 de mayo, 2026</i>)
Contact Person	Lori A. Carroll, City Secretary
Background Information	<p>As part of the municipal election process, the City Council must order the General Election to be held on May 2, 2026, for the positions of Council Member District 1 and Council Member District 3.</p> <p>The filing period for candidates to submit an application for a place on the ballot will begin on January 14, 2026, and will conclude on February 13, 2026.</p> <p>The attached Resolution outlines the Early Voting and Election Day procedures, which will be administered by the Kendall County Elections Office. San Jacinto Day, a state holiday, occurs during the early voting period this year. As a result, there will be no early voting on Tuesday, April 21, 2026, although county offices will remain open.</p> <p>The City will remain responsible for all formal actions required by law throughout the election process.</p>
Strategic Alignment	B3 – Providing streamlines and efficient processes
Financial Considerations	This will be a joint election, and the cost will depend on the entities participating.
Citizen Input/Board Review	
Legal Review	
Alternative Options	
Supporting Documents	Resolution No. 2026-R01 (providing details).

RESOLUTION NO. 2026-R01

A RESOLUTION ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026 (Una resolución que establece los procedimientos para la elección general del 2 de mayo, 2026)

WHEREAS, the laws of the State of Texas provide that on May 2, 2026, there shall be elected the following officials for this City:

Mayor
Council Member District 1
Council Member District 3

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a resolution should be passed establishing the procedures to be followed in said election, and designating the voting place for said election;

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

All candidates of the election to be held on May 2, 2026, for the above mentioned offices shall file an application to become a candidate with the City Secretary of this City at City Hall, 447 N Main Street, Boerne, Texas. Applications to have the name of a candidate placed on the ballot may not be filed later than seventy-eight (78) days before the election, that deadline being at 5:00 p.m. on February 13, 2026. The earliest date for a candidate to file will be no more than thirty (30) days before the deadline, that date being January 14, 2026, at 8:00 a.m., in accordance with Election Code Sections 143.006 and 143.007.

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Texas Election Code.

Said election shall be held at Boerne City Hall, 447 N. Main Street Boerne, Texas or as designated by the Kendall County Elections Administrator. The designated polling place(s) shall, on said election day be open from 7:00 a.m. to 7:00 p.m.

The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election.

The City of Boerne having contracted with Kendall County for the conduct and supervision of the City of Boerne General Election. The Kendall County Election Officer is responsible for recruiting all election judges and clerks for Early Voting and/or Election Day.

The early voting for the above designated election shall be at 221 Fawn Valley Drive, Boerne, Texas or the location designated by the Kendall County Elections Administrator. The said place of early voting shall remain open for at least eight hours on each day for early voting which is not a Saturday, a Sunday, or an official State Holiday, beginning on April 20, 2026, and continuing through April 28, 2026, preceding the date of said election. Said place of early voting shall remain open between the hours of 8:00 a.m. and 6:00 p.m. on each day for said early voting, except Tuesday April 21, 2026 (closed for state holiday), and Saturday April 25, 2026, when polls

shall remain open from 10:00 a.m. to 4:00 p.m. and on Monday April 27, 2026 and Tuesday April 28, 2026 when the polls shall remain open from 7:00 a.m. to 7:00 p.m. or as designated by the Kendall County Elections Administrator.

Early Voting by Mail

Applications for voting by mail may be obtained through Staci L. Decker, Elections Administrator, 221 Fawn Valley Dr. Ste. 100, Boerne, Texas.

Said election shall be held in accordance with the Election Code of this State, and only resident qualified voters of said City shall be eligible to vote at said election.

The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004, and 85.007 of the Election Code, and all necessary orders and writs for said election shall be issued by the proper authority. Returns of said election shall be delivered to the appropriate authorities immediately after the returns are completed.

It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting. A copy of the return of said posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

PASSED, APPROVED and ADOPTED this the ____ day of January, 2026.

APPROVED:

ATTEST:

Mayor

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	January 13, 2026
Requested Action	PUBLIC HEARING AND APPROVE ON FIRST READING ORDINANCE NO. 2026-01; AN ORDINANCE RATIFYING THE ZONING DESIGNATION OF C3 - SICO (COMMUNITY COMMERCIAL WITHIN THE SCENIC INTERSTATE CORRIDOR OVERLAY DISTRICT), OF THE UNIFIED DEVELOPMENT CODE, FOR AN APPROXIMATELY 5.155-ACRE PROPERTY LOCATED ON INTERSTATE 10 WEST, KNOWN AS THE IH-10 "SURPLUS NORTH" TRACT, ADJOINING THE FUTURE BUC-EE'S DEVELOPMENT AT 33375 INTERSTATE 10 WEST; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, TO REFLECT SAID RATIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.
Contact Person	Nathan Crane, AICP; Planning Director (830) 248-1528, n crane@boerne-tx.gov
Background Information	<p><u>PROPERTY BACKGROUND:</u></p> <p>The property is 5.155 acres in size and is owned by Buc-ee's LTD. This property is part of a larger approximately 29.8 acres that is owned by Buc-ee's LTD. The property is designated as Auto-Oriented Commercial on the Future Land Use Map.</p> <p>The City entered into a 380 Economic Development Agreement with Buc-ee's LTD., effective August 19, 2016. This property (5.155 acres) was included within the Agreement.</p> <p><u>PROPERTY ZONING HISTORY:</u></p> <p>In 2020, Buc-ee's and TxDOT jointly requested that the land be rezoned to B-2 Highway Commercial, consistent with adjacent Buc-ee's-owned parcels. The Council approved the rezoning to B-2 Highway Commercial on June 23, 2020.</p> <p>In July 2021, the City Council adopted the new Unified Development Code, which included the rezoning of properties throughout the City to ensure consistency with the updated regulations. As part of this action the B-2 District was retired. Furthermore, as outlined in State law, all affected property owners were notified by mail of the proposed</p>

rezoning of their parcel(s) of land and the associated public hearing process.

In mid-2025, Buc-ee's informed the city of its intent to utilize the eastern portion of the 5.155-acre tract for expanded parking. During the review of this request, staff discovered that not only had the parcel erroneously not been reassigned a zoning classification under the Unified Development Code (UDC) adopted in July 2021, but the property owner had not been notified of the rezoning as required by State law. As a result, the property retained its existing B-2 (Highway Commercial) zoning designation.

The UDC adoption did include the adoption of the Scenic Interstate Corridor Overlay District, therefore the property is subject to the regulations of the overlay district.

On July 31, 2025, following consultation with the City Attorney, the Planning Director issued a formal zoning determination. The determination concluded that the most appropriate UDC equivalent to the retired B-2 District was C3 (Community Commercial). As a result, the owner may proceed with platting and construction activities under the assumption that the property is zoned C3. While this determination guides immediate development review, it requires ratification through the public process.

Ratifying a zoning district per State guidelines is the formal process of confirming and validating a property's zoning designation. This ensures that district boundaries, permitted uses, and regulations are consistent with the adopted Unified Development Code and applicable State law. Ratification provides clarity and certainty for property owners, developers, and the public by formally affirming the zoning designation. The ratification process follows the same public procedures as a rezoning.

REQUEST:

1. Ratify the legal determination that the zoning of the property is C3 (Community Commercial).

ANALYSIS:

The City Council should consider the following items in their review. Below is a summary of staff analysis.

1. Whether the C3 District is consistent with the Comprehensive Master Plan.

2. Whether the C3 District aligns with the intent, permitted uses, and development standards of the retired B-2 District.
3. Whether the C3 District is compatible with existing and anticipated future land uses.

Comprehensive Master Plan

- The City's Future Land Use Map designates this property as Auto-Oriented Commercial.
- The Auto-Oriented Commercial land use category is intended for areas that will be developed to support local and regional non-residential businesses that rely on higher traffic volumes (e.g., IH-10 and portions of SH 46). These areas are typically comprised of nonresidential uses of varying lot sizes and intensities and configured in a manner that predominantly serves the automobile.
- The two most common zoning districts along the IH-10 Corridor are: C3 (Community Commercial) and C4 (Regional Commercial).
- The C3 (Community Commercial) District is consistent with the Comprehensive Plan.

Proposed Zoning District

- There are four commercial zoning districts within Boerne:
 - C1 – Neighborhood Commercial
 - C2 – Transitional Commercial
 - C3 – Community Commercial
 - C4 – Regional Commercial
- Using the Auto-Oriented Commercial Future Land Use Category and applicable development regulations, staff reviewed the C2, C3, and C4 districts in comparison to the B-2 district. Based on the purposes, permitted uses, and development standards, the B-2 district is most consistent with the C3 and C4 districts. A summary table of these findings is attached.
- In addition, staff also reviewed the citywide rezoning to determine which zoning districts were used to replace the B-2 District along IH-10. Staff found that the C3 and C4 were the most used Districts to replace the B-2 District. Further, the adjacent Buc-ee's-owned parcels were reassigned to the C3 District.

- As a result of these findings, the proposed zoning district aligns with the Community Commercial (C3) category.

Compatibility with Surrounding Land Uses

- The proposed zoning will be compatible with future developments in this area. The properties on the west and south are zoned C-3 (Community Commercial). Properties on the west across IH-10 are zoned I1 (Storage and Transportation), I2 Light Industrial, and C4 (Regional Commercial).
- The nearest single-family subdivision is approximately 880 feet west of the proposed site.

PLANNING AND ZONING COMMISSION ACTION:

The Planning and Zoning Commission held a public hearing on this item at their [September 8, 2025](#), meeting. The Commission voted 6-1 to table this request for 60 days until the November 3, 2025, meeting. At the [November 3, 2025](#), meeting, following a failed motion to recommend that the base zoning be C-2 Community Commercial, the Commission voted 5-1 to table this item until the December 1, 2025, meeting.

On [December 1, 2025](#), the Planning and Zoning Commission voted 6-0 to recommend **APPROVAL** of ratifying the legal determination that the zoning of the property is C3 (Community Commercial).

FINDINGS:

The proposed ratification meets the following findings:

- The proposed C3 District is consistent with the Comprehensive Master Plan and Future Land Use Map.
- The C3 District aligns with the intent, permitted uses, and development standards of the retired B-2 District.
- The proposed C3 District will result in compatible land use relationships.
- The proposed C3 District was used to replace the retired B2 District on surrounding properties.

RECOMMENDATION:

Staff recommend that the City Council receive the recommendation from the Planning and Zoning Commission, hold a public hearing and determine the appropriate zoning district for the property.

	<p><u>MOTIONS FOR CONSIDERATION:</u></p> <p>The following motions are provided to assist the Commission's decision.</p> <p>I move that the City Council accept the findings and APPROVE the zoning ratification.</p> <p>OR</p> <p>I move that the City Council APPROVE an alternative zoning district for the subject property based on the following findings: (The Council will need to state the reasons for their decision).</p>
Strategic Alignment	B2: Advancing master plan recommendations
Financial Considerations	N/A
Citizen Input/Board Review	<p>Notice of the Planning Commission hearing of September 8th was published in the Boerne Star on August 24, 2025. Letters were mailed out to 18 properties (14 unique property owners) within 500 feet on August 20, 2025. A public hearing sign was posted on the subject property on August 21, 2025, to notice the Zoning Ratification request in anticipation of the September 8th P&Z meeting. At that P&Z Meeting, 14 community members spoke to express concern about the Buc-ee's development.</p> <p>One individual outside of the 500 ft. notice area submitted written comments to the case manager in opposition to the request.</p> <p>Notice of the January 13, 2026, City Council meeting was published in the Boerne Star on December 28, 2025. The applicant also updated the public notice sign on December 9, 2025.</p>
Legal Review	This action is needed to meet statutory requirements.
Alternative Options	The City may approve, deny, or approval; approval in part; denial; or denial in part. Each condition or reason for denial must be directly related to the requirements of city regulations and may not be arbitrary.

Supporting Documents	Ordinance No. 2026-01 Public Hearing Notice Aerial Map Future Land Use Map Zoning Map Environmental Constraints Map Public Comments – Written Responses Buc-ee’s 380 Development Agreement Ordinance No. 2020-18 - B-2 Zoning Pre-UDC C3 Zoning Determination Letter Buc-ee’s Project Briefing Commercial Zoning District Comparison
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ORDINANCE NO. 2026-01

AN ORDINANCE RATIFYING THE ZONING DESIGNATION OF C3 - SICO (COMMUNITY COMMERCIAL WITHIN THE SCENIC INTERSTATE CORRIDOR OVERLAY DISTRICT), OF THE UNIFIED DEVELOPMENT CODE, FOR AN APPROXIMATELY 5.155-ACRE PROPERTY LOCATED ON INTERSTATE 10 WEST, KNOWN AS THE IH-10 "SURPLUS NORTH" TRACT, ADJOINING THE FUTURE BUC-EE'S DEVELOPMENT AT 33375 INTERSTATE 10 WEST; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, TO REFLECT SAID RATIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, under the authority of Chapter 211 of the Texas Local Government Code, the City of Boerne adopts regulations and establishes zoning to control the use of land within the corporate limits of the City; and

WHEREAS, the City Council of the City of Boerne adopted the Unified Development Code ("UDC"), which retired certain former zoning districts and established new zoning classifications; and

WHEREAS, the subject property consists of approximately 5.155 acres located on Interstate 10 West, known as the IH-10 "Surplus North" Tract, and owned by Buc-ee's, LTD.; and

WHEREAS, the property was previously zoned B-2 Highway Commercial prior to adoption of the Unified Development Code; and

WHEREAS, on July 31, 2025, the Planning Director issued a formal zoning determination concluding that the most appropriate UDC equivalent to the retired B-2 District is C3 – Community Commercial, and that the property is subject to the Scenic Interstate Corridor Overlay District; and

WHEREAS, ratification of a zoning determination is required to formally confirm and validate the zoning designation through the same public process as a rezoning; and

WHEREAS, the City Council has complied with all notice and public hearing requirements of State law, and a public hearing was held at which time interested parties were given an opportunity to be heard; and

WHEREAS, the City Council finds it in the best interest of the citizens to ratify the zoning designation of the subject property as C3 – Community Commercial within the Scenic Interstate Corridor Overlay District, in order to confirm and validate the property's zoning status consistent with the Unified Development Code, the Comprehensive Master Plan, and applicable State law.

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

Section 1.

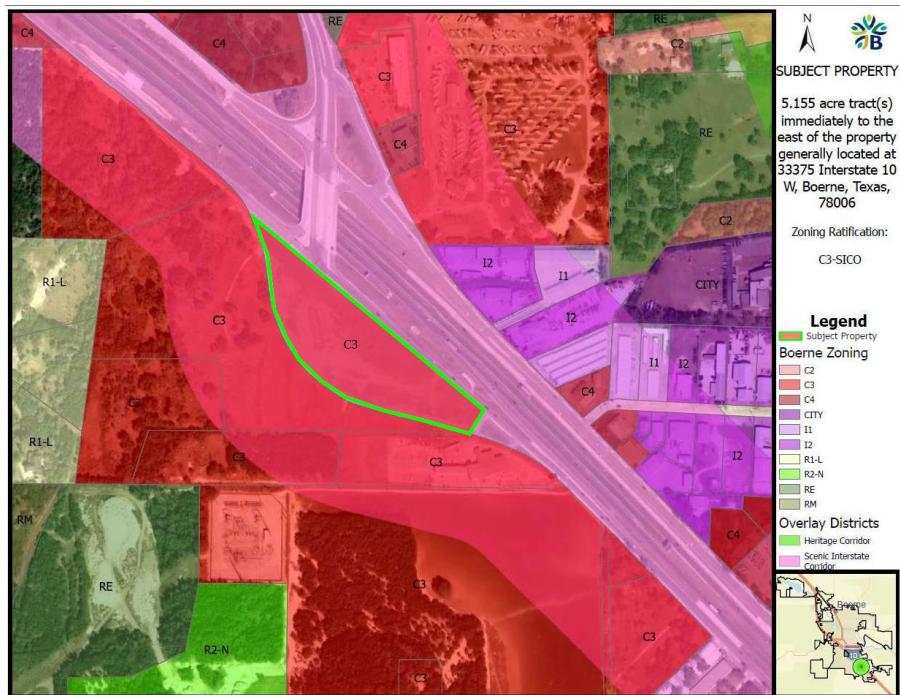
The foregoing recitals are hereby made a part for all purposes as findings of fact.

Section 2.

That Chapter 3, Zoning, Section 3.2, Zoning Map, of the Unified Development Code is hereby ratified to reflect that the approximately 5.155-acre tract known as the IH-10 "Surplus North" Tract, located at 33375 Interstate 10 West, is zoned C3 – Community Commercial within the Scenic Interstate Corridor Overlay District (C3–SICO).

Section 3.

That the Zoning Maps of the City of Boerne be officially revised to indicate the zoning ratification described herein.



Section 4.

That all provisions of the Unified Development Code of the City of Boerne not herein amended or repealed shall remain in full force and effect.

Section 5.

That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 6.

That if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 7.

This ordinance will take effect upon the second and final reading of same.

PASSED AND APPROVED on this the first reading the __ day of _____, 2026.

PASSED, APPROVED AND ADOPTED on this the second reading the __ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

THE BOERNE STAR

CLASSIFIEDS

Wednesday online edition, 11 a.m. on Monday;
Weekend issue, 11 a.m. on Thursday.
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SERVICES

All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination.

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BID NOTICE

The City of Fair Oaks Ranch is accepting sealed submittals for the Facilities Master Plan Project, in accordance with plans/specs available online at <http://tx-fairoaksranch2.civicplus.com/bids.aspx>. Sealed and labeled submittals will be received online at <https://www.civcastusa.com> and at City Hall until 2:00 PM on January 14th, 2026. The City reserves the right to reject any and all submittals.

NOTICE OF SELF STORAGE SALE

Please take notice RecNation - TXSAN01 located at 29 Scenic Loop Rd Boerne TX 78006 intends to hold a public sale to the highest bidder of the property stored by the following tenants at the storage facility. The sale will occur as an online auction via www.storagetreasures.com on 1/12/2026 at 12:00 PM. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Craig Ryals - 1990 FORD F15, VIN: 1FTDF15YXLLA52114, and Tag: 57230DV. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Paul B. Ramey a/k/a Paul Bodenhamer Ramey, Deceased, were issued on December 17, 2025, in Cause No. 25-209-PR, pending in the County Court of Kendall County, Texas, to Sharon Kathleen McCarthy Ramey, Independent Executor.

All persons having claims against this Estate are required to present them within the time and in the manner prescribed by law to the undersigned. Any person indebted to this Estate is hereby notified to pay same to the undersigned.

c/o EDGAR M. DUNCAN
DUNCAN, BRESSLER &
WILLIAMSON, INC.
1020 N.E. LOOP 410, SUITE 500
SAN ANTONIO, TX 78209-1224

IN THE MATTER OF THE ESTATE OF ALBERT WAYNE STOWE IN THE COUNTY COURT OF KENDALL COUNTY TEXAS SITTING IN PROBATE PUBLISHED NOTICE TO CREDITORS

Cause No. 25-142-PR

Notice is hereby given that Letters Independent Administration for the Estate of Albert Wayne Stowe were issued on the 17th day of December 2025 in Cause No. 25-142-PR, pending in the County Court of Kendall County, Texas, sitting in Probate to Clint McCoy, who was duly appointed and qualified as Independent Administrator of said Estate.

The address of record for the personal representative is as follows:

Clint McCoy, Independent Administrator Estate of Albert Wayne Stowe, Deceased
c/o Law Offices of Frederick F. Hoelke, PLLC
138 Old San Antonio Rd, Suite 205
Boerne, Texas 78006

All persons having claims against this estate are required to present their claims within the time and manner prescribed by law.

DATED on this the 28th day of December 2025.

Frederick F. Hoelke Attorney in fact for
Clint McCoy, Independent Executor of
the Estate of Albert Wayne Stowe

NOTICE TO CREDITORS

Notice is hereby given that Original Letters Testamentary for the ESTATE of MICHAEL KEITH LUCKEY, DECEASED, were issued on December 18, 2025, in Cause No. 25-208-PR pending in the County Court of Kendall County, Texas to: Independent Executor ROBERT W. RUSSELL JR. All persons having claims against said Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

Respectfully submitted,
J. PATRICK COHOON
LEGER KETCHUM & COHOON,
PLLC
179 S. Main St., Suite 102
Boerne, Texas 78006
Telephone: (210) 504-4400
Facsimile: (210) 504-4401
State Bar No. 24034381
E-mail: pcohoon@lkclawfirm.com

Notice of Public Hearing to set the amount of compensation for the 498th District Court Reporter.

The 498th District Judge intends to set the annual compensation of the District Court Reporter in accordance with section 152.905 of the Local Government Code.

A public hearing will be held on January 9, 2026, at 9:00 a.m. in the District Courtroom, Large Courtroom, of the Kendall County Courthouse, 201 E. San Antonio Ave, Boerne, Texas, concerning the annual compensation to be paid to the 498th District Court Reporter.

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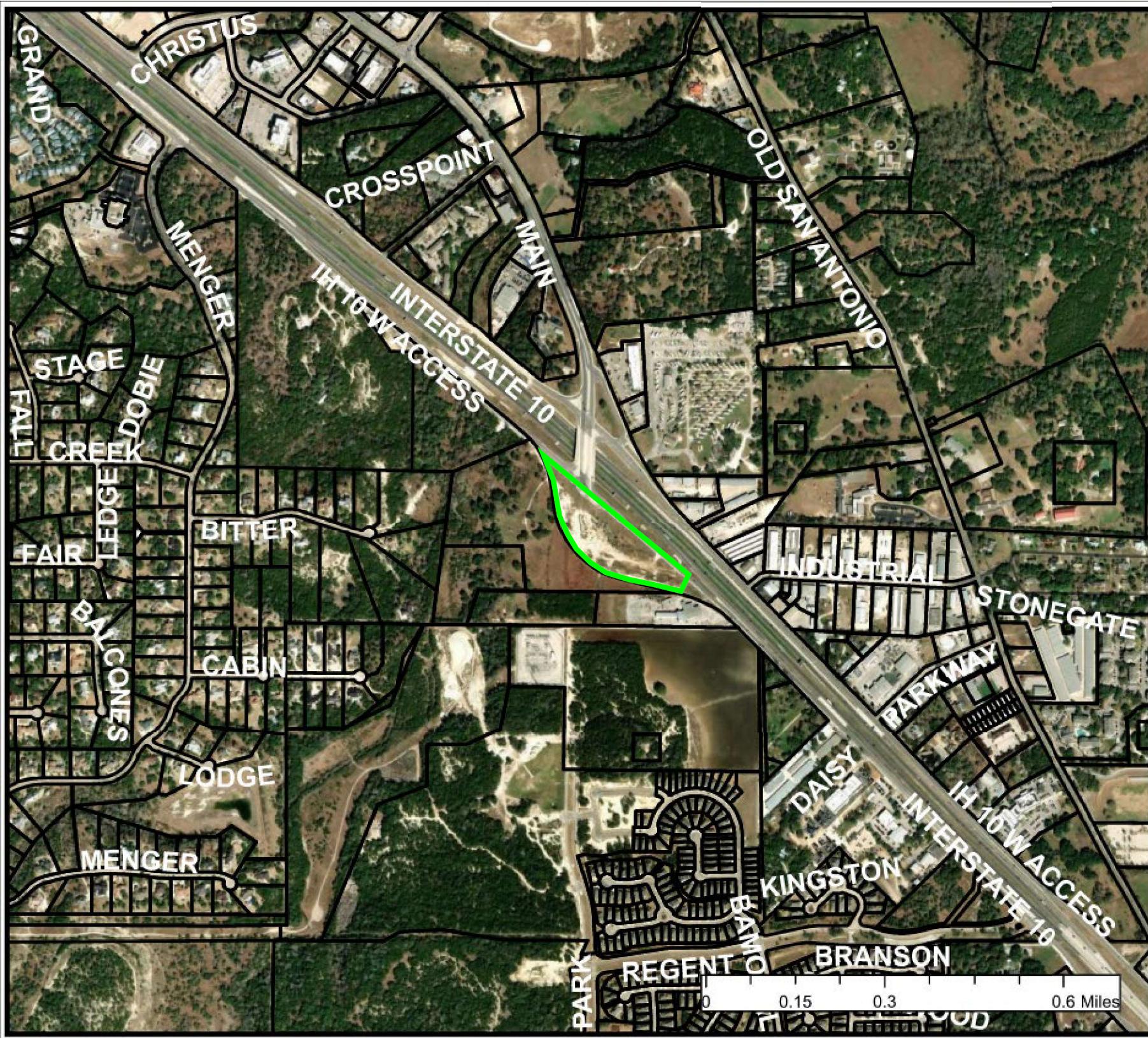


SUBJECT PROPERTY

5.155 acre tract(s) immediately to the east of the property generally located at 33375 Interstate 10 W, Boerne, Texas, 78006

Legend

- Parcels
- Subject Property



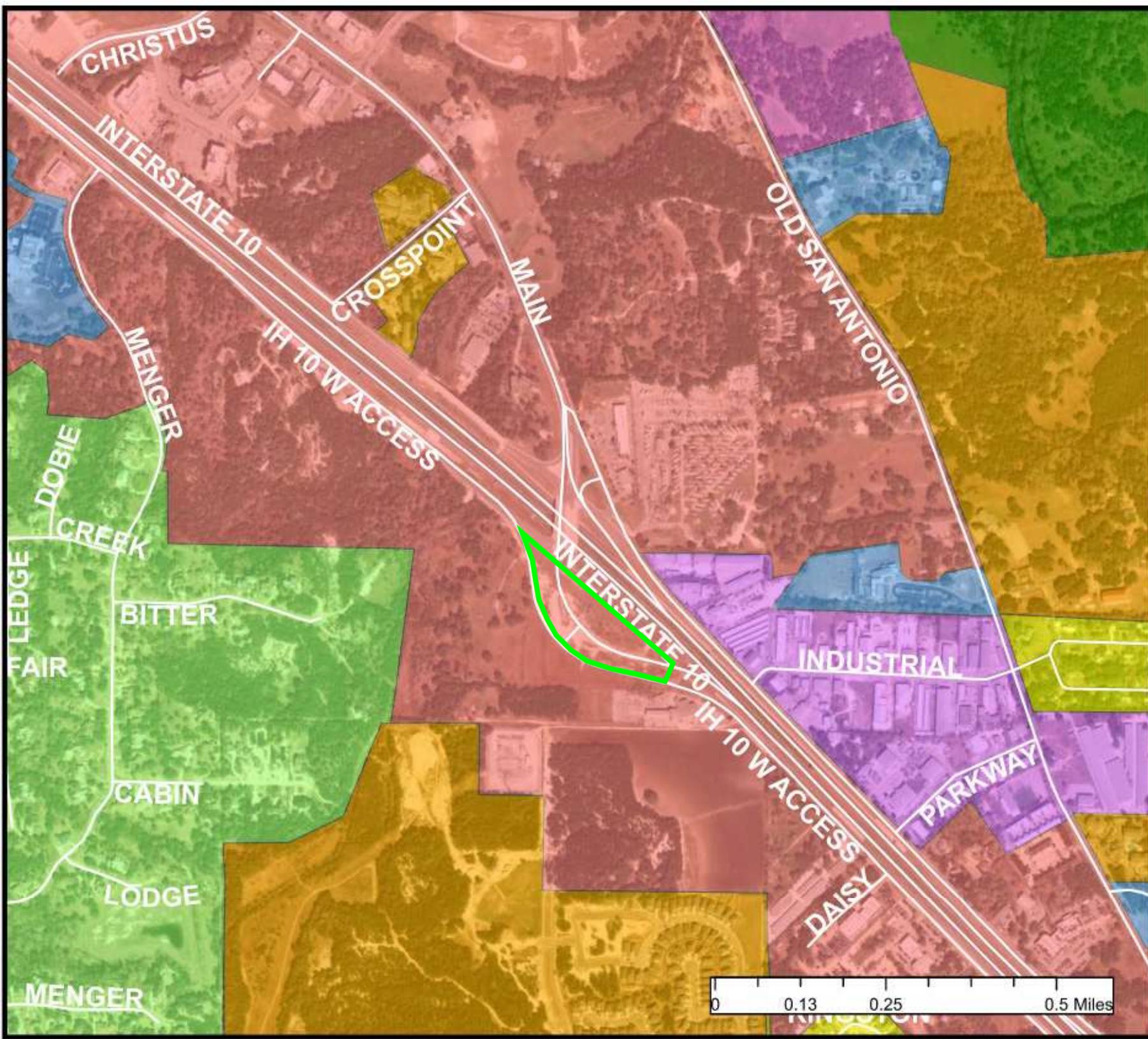


SUBJECT PROPERTY

5.155 acre tract(s) immediately to the east of the property generally located at 33375 Interstate 10 W, Boerne, Texas, 78006

Legend

- Subject Property
- Future Land Use
 - Auto-Oriented Commercial
 - Business Park
 - Neighborhood Commercial
 - Neighborhood Residential
 - Parks and Open Space
 - Public and Institutional
 - Rural Estate
 - Transitional Residential



0 0.13 0.25 0.5 Miles

26



SUBJECT PROPERTY

5.155 acre tract(s) immediately to the east of the property generally located at 33375 Interstate 10 W, Boerne, Texas, 78006

Zoning Ratification:

C3-SICO

Legend

	Subject Property
	Boerne Zoning
C2	
C3	
C4	
	CITY
	I1
	I2
	R1-L
	R2-N
	RE
	RM

Overlay Districts

	Heritage Corridor
	Scenic Interstate Corridor
	Interstate Corridor





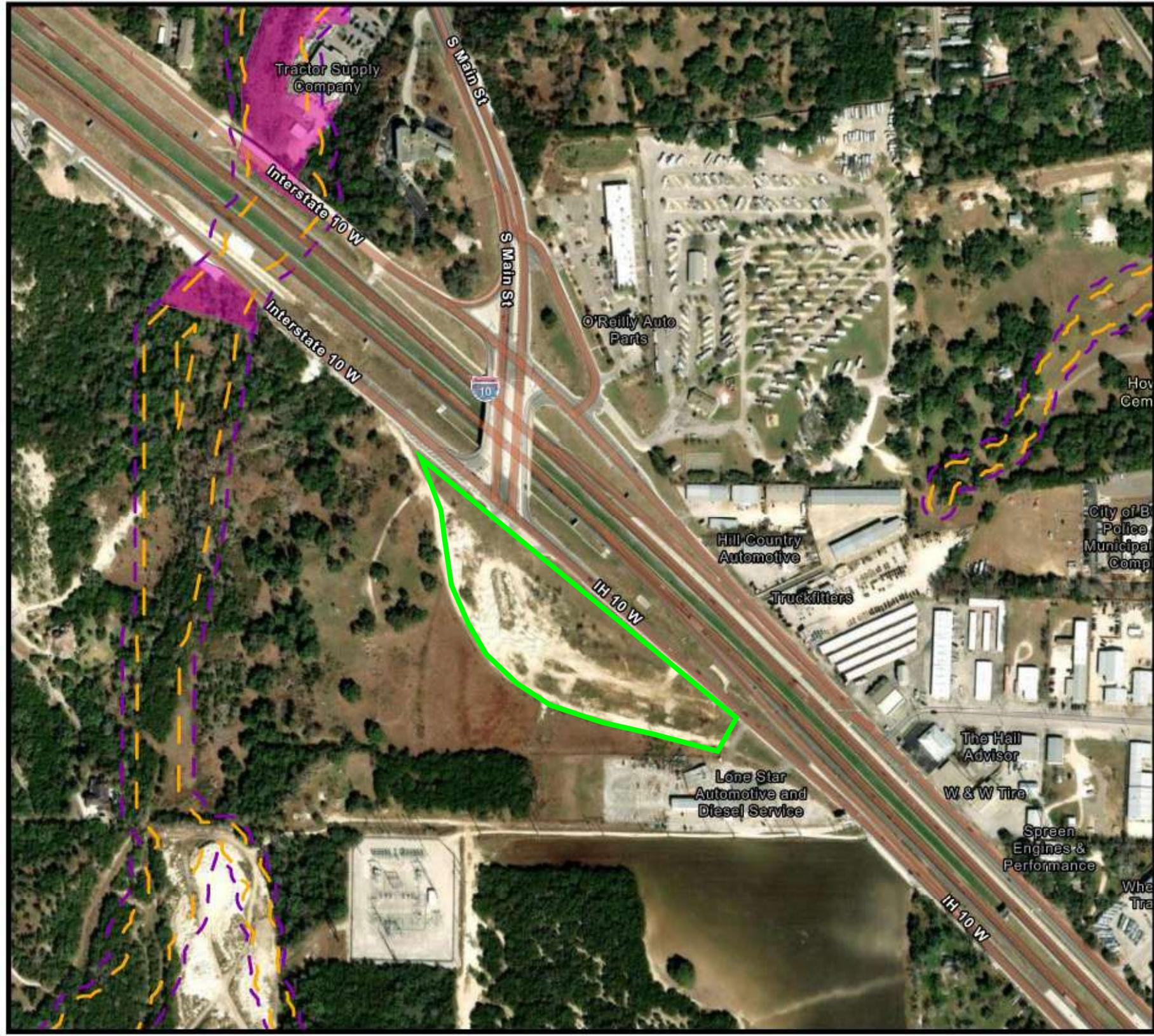
N

SUBJECT PROPERTY

5.155 acre tract(s) immediately to the east of the property generally located at 33375 Interstate 10 W, Boerne, Texas, 78006

Legend

- Subject Property
- DPZ 1
- DPZ 2
- SARA Floodplain
- SARA Floodway



28

From: [REDACTED]

Sent: Friday, June 27, 2025 9:22 PM

To: P&ZCommissioners <PZCommissioners@ci.boerne.tx.us>

Subject: Bucee's and Goodwill hearings on July 7th

Please - DO NOT MOVE FORWARD WITH APPROVING THESE TWO PROPOSED BUSINESS REQUESTS!

1. An article appeared today on MySA.com with Chris Shadrock informing the public of Bucee's request for development approval of just under 4 acres of land adjacent to their existing development. Just because Bucee's hasn't anticipated the need for the almost 4 additional acres for an expanded parking area they now want approved, doesn't mean they should be allowed to be approved! You can't convince me they have been sitting on their land purchase for over 10 years with no idea they would have a shortage of parking for customers???? Ridiculous! Why would this land pop up for use so suddenly, if there isn't some "behind the scenes" monetary incentives causing this request to even come up for consideration? It was purchased from TXDOT???

Bucee's needs to make the land use they presently have approval for work for them - NOT WITH PURCHASING/UTILIZING ADDITIONAL LAND!! TAXPAYERS HAVE HAD ENOUGH! Please do not approve this, we do not need any further concrete, asphalt and contaminated runoff from this land, nor do we need any more traffic congestion and thoroughfares there. Bucee's can live with their underestimated needs or just move on up or down the road.

2. Goodwill - to open a Goodwill store in our town, no matter where it might be located, will impact ALL of our existing Thrift Shops in Boerne. Boerne's thrift shops are VERY well established and provide highly consistent, beneficial support and relief to many causes and agencies in Boerne. (I donate to the local stores, not Goodwill, no matter what!) Goodwill is looking out only for high salaries for their top management and employees positions, and will not be involved with supporting our community or local thrift stores. Also, even though people donate within their local community to Goodwill, Goodwill sometimes transports donated items to other stores that are running low on

inventory. Kerrville has a store that Boerne residents can use. Furthermore, their pricing tiers for

selling donated items is quite out of the norm for a "used" merchandise store. Used items are priced fairly close to the retail price for items in a regular retail store.

Please deny their request.

Thank you,

Lu Rae M. Baggs

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and among the City of Boerne, a Texas home-rule municipal corporation ("City") and Buc-ee's, Ltd., a Texas limited partnership ("Developer"), on this 29th day of August, 2016 ("Effective Date"). City and Developer are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, Developer is contemplating the purchase of land consisting of approximately 35 acres, including, but not limited to, two (2) tracts of land within the city of Boerne, being more specifically described by metes and bounds in **Exhibit A** attached hereto and incorporated herein ("Property") and being generally depicted on the site plan labeled **Exhibit B** attached hereto and incorporated herein ("Site Plan"); and

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, City may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, in accordance with Chapter 380, Texas Local Government Code, the City hereby establishes such a program to provide incentives and financial assistance to the Developer to encourage and promote the development of the Property thereby enhancing and stimulating business and commercial activity in the City; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Project (hereinafter defined) on the Property, the City has agreed to offer incentives to Developer, including, but not limited to, a sales tax rebate for a period of twenty (20) years, which will enable Developer to develop the Project on the Property; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Supplemental Project (hereinafter defined) on the Property, the City has agreed to offer incentives to Developer, including, but not limited to, a sales tax rebate for a period of twenty (20) years, which will enable Developer to develop the Supplemental Project on the Property; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Project and the Supplemental Project on the Property, City has agreed to cause the timely construction of certain off-site utility infrastructure (as hereinafter set forth in this Agreement), at City's sole cost and expense; and

WHEREAS, Developer has agreed, in exchange for and as consideration for the funding by City, to satisfy and comply with certain terms and conditions hereinafter set forth; and

WHEREAS, City has concluded and hereby finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment, and generating new tax revenue for jurisdictions in Kendall County, which will help stimulate the overall local economy; and

WHEREAS, the City Council of the City of Boerne voted to authorize this Agreement on the 9th day of August, 2016.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and the promises and the mutual agreements set forth herein, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

ARTICLE I THE PROJECT

1. Project. Developer intends to construct, or cause to be constructed, a retail development consisting of a Buc-ee's travel center being no less than 50,000 square feet and providing no less than 90 fueling positions ("Project") on a portion of the Property ("Project Tract"). During the Project Term (defined in Article II, 1a), the Project will (i) provide at least 170 full time equivalent jobs within the first 12 months of the Project Term and (ii) will not promote the servicing and/or fueling of 18 wheel or similar vehicles (excepting those 18 wheel or similar vehicles delivering merchandise, supplies and/or fuel to the Project).

2. Supplemental Project. Developer intends to subdivide that portion of the Property not utilized for the Project into one or more tracts of land (each being a "Supplemental Tract") for the purpose of developing, leasing and/or selling the Supplemental Tracts for commercial purposes. The development of each individual Supplemental Tract shall constitute a separate "Supplemental Project".

ARTICLE II ECONOMIC INCENTIVES

1. Project Economic Development Grant. City shall pay to Developer an economic development grant in the form of periodic payments made solely from the 1.5% City Sales and Use Tax Revenue Received by the City from the Project pursuant to Chapter 380 of the Texas Local Government Code ("Project Economic Development Grant"). The Project Economic Development Grant is comprised exclusively of a Project City Payment (hereinafter defined) and shall be payable to Developer during the Project Term, unless this Agreement is earlier terminated pursuant to the terms hereof. Developer understands and agrees that City is not certifying or otherwise encumbering any funds for the Project Economic Development Grant and does not have any monies for the same. Developer agrees not to make any claims against City for any monies other than those from the 1.5% City Sales and Use Tax Revenue Received by the City from the Project.

a. Project City Payment. City shall make quarterly payments to Developer from sales and use tax revenues pursuant to Chapter 380 of the Texas Local Government Code in the amount of 50% of the 1.5% City Sales and Use Tax Revenue Received by the City from the Project ("Project City Payment") for the prior quarter. The Project City Payment shall be paid to Developer in quarterly installments for Sales and Use Taxes received by the City from the Property with the quarter beginning January 1 following the year the Project opens for business to the public on the Property ("Opening Day") and shall continue for a period of twenty (20) years ("Project Term"). Such quarterly installment Project City Payments shall be made by the City to the Developer on the last business day of May, August, November and February with the first payment being made on the last day of May following the January 1 after Opening Day. If this Agreement is not terminated prior to its expiration, the final Project City Payment to Developer shall be that portion

of the City Sales and Use Tax Received by the City from the Project as of the date of the expiration of the Project Term.

b. City Sales and Use Tax Received by the City from the Project. The "City Sales and Use Tax Received by the City from the Project" is defined as an amount equal to (i) 1.50% of the taxable sales and taxable purchases generated by the Project during the Project Term, regardless of when said amount is received by City. The Project Economic Development Grant shall be paid to Developer after the City Sales and Use Tax Received by the City from the Project has been paid to City by the collecting authority net of discounts and state fees, and therefore always run in arrears; therefore, the Project Economic Development Grant shall be deemed to include City Sales and Use Tax Received by the City from the Project during the Project Term but received by the City after the expiration thereof, including, but not limited to, those monies received by City after the collection period because of delinquency or protest. Further, the City Sales and Use Tax Received by the City from the Project shall be paid to Developer by the City notwithstanding supplementation, modification and/or amendment to any City Ordinance existing upon the Effective Date of this Agreement.

c. Project Economic Development Grant Limitation. City's obligation to pay the Project Economic Development Grant to Developer shall be restricted to City Sales and Use Tax Received by the City from the Project. City shall not be obligated to pay the Project Economic Development Grant from ad valorem taxes or any other source of revenue. The payment or delivery of any Project Economic Development Grant hereunder shall not be an admission of the Developer's unqualified entitlement to same. The City retains the right to review the Developer's entitlement to and will require any corrective action as may be supported by this Agreement, including without limitation, requiring the Developer to refund any overpayment to the City within thirty (30) days of such demand or the right of the City to withhold all or part of a Project Economic Development Grant for such overpayment. The Developer's obligations under this paragraph shall survive termination of this Agreement.

2. Supplemental Project Economic Development Grant. City shall pay to Developer an economic development grant in the form of periodic payments made solely from City Sales and Use Tax Received by the City from each Supplemental Project pursuant to Chapter 380 of the Texas Local Government Code ("Supplemental Project Economic Development Grant"). The Supplemental Project Economic Development Grant is comprised exclusively of a Supplemental Project City Payment (hereinafter defined). Each Supplemental Project shall have the same commencement date and expiration date as the Project Term. Developer understands and agrees that City is not certifying or otherwise encumbering any funds for the Supplemental Project Economic Development Grant and does not have any monies for the same. Developer agrees not to make any claims against City for any monies other than those from the City Sales and Use Tax Received by the City from each Supplemental Project.

a. Supplemental Project City Payment. City shall make payments to Developer from sales and use tax revenues pursuant to Chapter 380 of the Texas Local Government Code in the amount of 50% of the 1.5% City Sales and Use Tax Received by the City from each Supplemental Project. The Supplemental Project City Payment for each Supplemental Project shall be paid to Developer in quarterly installments beginning January 1 following the year said Supplemental Project opens for business to the public on the Property and shall continue until the expiration of the Project Term (each being "Supplemental Project Term"). Such quarterly installment Supplemental Project City Payments shall be made by the City to the Developer on the last business day of May, August,

November and February. The first quarterly installment Supplemental Project City Payments shall be made by the City to the Developer on the last business day of May following the January 1 after the Supplemental Project opens for business. If this Agreement is not terminated prior to its expiration, the final Supplemental Project City Payment to the Developer for each Supplemental Project shall be that portion of the City Sales and Use Tax Received by the City from said Supplemental Project as of the date of the expiration of the Project Term.

b. City Sales and Use Tax Received by the City from each Supplemental Project. The "City Sales and Use Tax Received by the City from each Supplemental Project" is defined as an amount equal to 1.50% of the taxable sales and taxable purchases generated by each Supplemental Project during said Supplemental Project Term, including, but not limited to, those monies received after the collection period because of delinquency or protest. The Supplemental Project Economic Development Grant is calculated and paid after taxes have been paid to City, and therefore always run in arrears; therefore, the Supplemental Project Economic Development Grant shall be deemed to include City Sales and Use Tax Received by the City from each Supplemental Project during each Supplemental Project Term but received by the City after the expiration thereof.

c. Supplemental Project Economic Development Grant Limitation. City's obligation to pay the Supplemental Project Economic Development Grant to Developer shall be restricted to City Sales and Use Tax Received by the City from the Supplemental Projects. City shall not be obligated to pay the Supplemental Project Economic Development Grant from ad valorem taxes or any other source of revenue. The payment or delivery of any Supplemental Project Economic Development Grant hereunder shall not be an admission of the Developer's unqualified entitlement to same. The City retains the right to review the Developer's entitlement to and will require any corrective action as may be supported by this Agreement, including without limitation, requiring the Developer to refund any overpayment to the City within thirty (30) days of such demand or the right of the City to withhold all or part of a Project Economic Development Grant for such overpayment. The Developer's obligations under this paragraph shall survive termination of this Agreement.

3. Extension of Water, Sanitary Sewer, Electric, and Gas to the Property. On or before 90 days following the commencement of construction of the Project on the Property, City shall, at the City's sole cost and expense, for purposes of serving the full development and use of the Property for the Project and the Supplemental Project:

a. Extend (or cause to be extended) to the northwestern Property boundary line and make available for connection by Developer a sanitary sewer main being no less than twelve (12) inches in diameter, such sanitary sewer main shall be located as depicted on Exhibit B;

b. Extend (or cause to be extended) to the southwestern Property boundary line and make available for connection by Developer a water main being no less than twelve (12) inches in diameter, such water main shall be located as depicted on Exhibit B; further,

- (i) City will be wholly responsible for the installation and costs associated with any necessary off Property water main looping; and
- (ii) Developer will be wholly responsible for the installation and costs associated with any necessary on Property water main looping.

- c. Provide (or cause to be provided) to the eastern Property boundary line and make available for connection, a 3-phase overhead primary electric distribution line, such electric distribution line shall be located as depicted on Exhibit B; and
- d. Provide (or cause to be provided) to the eastern Property boundary line and make available for connection a 6-inch natural gas distribution main capable of providing a service flow no less than 776 cfm at 5 psi, such location of the natural gas distribution main shall be located as depicted on Exhibit B.

Collectively the above referenced sanitary sewer line, water line, electric service and natural gas service shall be referred to as "Utilities."

4. Credit Towards City Fees. City shall provide Developer with a credit towards any City-related fees and costs (i.e. impact, permit, etc.) in the amount of Two Hundred Twenty-three Thousand Two Hundred Eighty-five and No/100 Dollars (\$223,285.00). In the event the City does not receive the Grant (defined below), Developer shall not be entitled to receive this credit towards any City related fees and costs. If the City provided such credit, in whole or in part, towards any City-related fees, the Developer is obligated to reimburse the City for the payment of such City-related fee within thirty (30) days of receipt of a written statement of an unconditional denial of said Grant from the granting authority.

5. Transfer of Texas Department of Transportation Right-of-Way. The Texas Department of Transportation ("TxDot") owns in fee simple a tract of land contiguous to the Property, which TxDot tract of land is more particularly described on **Exhibit C**, attached hereto and incorporated herein and generally depicted on the Site Plan ("TxDot Tract"). Pursuant to that one certain letter from TxDot dated July 26, 2016, copy attached hereto as **Exhibit D**, TxDot has represented that, with respect to the TxDot Tract, "*Upon the completion of the I-10/BUS 87 S interchange and frontage road project, TxDot will consider the excess right of way on the south side of the intersection as highlighted in the attached layout as surplus and subject to sale in accordance with our rules and regulations concerning disposition of surplus roadway right of way.*" Pursuant to §202.021, Texas Transportation Code, the Parties acknowledge that the City has a priority right to purchase the TxDot Tract if TxDot sells said property. However, the City hereby agrees that if and when any portion of the TxDot Tract other than that portion upon which Buc-ee's Way ROW is to be built, is offered to the City for sale, the City (1) will waive its priority right to purchase said tract and (2) use good faith efforts to allow Developer, as the abutting property owner, the right to purchase the TxDot Tract as allowed an abutting property owner under *Tex. Transp. Code § 202.021*. For the purposes of the program, incentives and financial assistance created in this Agreement, if an and when all or any portion of the TxDot Tract is transferred and conveyed to Developer, the description of the Property contained herein above and described on Exhibit A, attached hereto, shall be deemed modified to additionally encompass that portion of the TxDot Tract actually transferred and conveyed to Developer.

6. Extension of Buc-ee's Way ROW. The Parties acknowledge that the development of the Project is dependent upon the extension of Main Street west of Interstate 10, more particularly described by metes and bounds in **Exhibit E** attached hereto and generally depicted on the Site Plan (hereinafter "Buc-ee's Way ROW"). A portion of the land upon which the Buc-ee's Way ROW shall be located is on the TxDOT Tract ("TxDot Portion of Buc-ee's Way ROW") and the other portion is on the Property ("Developer Portion of Buc-ee's Way ROW") (collectively referred to as "Buc-ee's Way ROW Land"). Developer hereby agrees to transfer and convey to the City the Developer Portion of Buc-ee's Way ROW if and when City has sufficient authority to begin construction on the TxDot Portion of Buc-ee's Way ROW. The City hereby agrees that it will immediately enter into good faith discussions with TxDot and Developer in an attempt

to obtain authority from TxDot to begin construction of the Buc-ee's Way ROW on the TxDot Portion of Buc-ee's Way ROW as soon as possibly allowed by TxDot ("TxDot Authority"). Further, conditioned upon obtaining TxDot Authority, the City hereby agrees that within 150 days following the commencement of the construction of the Project, City will build and complete the construction of the Buc-ee's Way ROW, at its sole cost and expense. Construction of the Buc-ee's Way ROW shall be designed and constructed as a Primary Collector street per plans and specifications in accordance with the City of Boerne Subdivision Ordinance and the Master Thoroughfare Plan. If TxDot Portion of Buc-ee's Way ROW is transferred and conveyed to Developer subsequent to the date the City begins construction of the Buc-ee's Way ROW, Developer agrees to transfer and convey to the City the TxDot Portion of the Buc-ee's Way ROW.

7. Texas Capital Fund Grant. The Parties shall use their best commercial efforts to obtain a grant from the Texas Capital Fund to supplement the costs associated with the improvements required in Article II, Sections 3, 4, 5 and 6 herein ("Grant"). Developer shall pay for any fees reasonably related and necessary to the City's application for said Grant. Developer agrees that it shall use its best efforts to obtain the Grant by filing the necessary applications and committing to the State of Texas' minimum requirements to obtain said Grant.

8. Funding for Improvements. At the City's written request and if permitted by law, the Parties will use good faith efforts to enter into a separate agreement that provides for the Developer to initially pay for the extension of the Utilities and/or extension of Buc-ee's Way ROW (items for which the City is responsible for providing at City's sole expense) with the promise of reimbursement by the City in no more than five (5) annual installments.

ARTICLE III COMPANY REQUIREMENTS

1. Conveyance of Right-of-Way for Extension of Buc-ee's Way. Developer shall, at no cost to the City, convey the Buc-ee's Way Extension Right-of-Way to the public for its intended purpose. Such Buc-ee's Way Extension Right-of Way must comply with the requirements for a City Primary Collector contained within the Subdivision Ordinance and the major Thoroughfare Plan in effect. Such Right-of Way conveyance shall either (a) be reflected on a plat filed of record or (b) be evidenced by separate instrument from Developer (or other party as the case may be) to the public. City hereby represents and warrants to Developer that City shall not require Developer to construct or pay for any portion of the Buc-ee's Way Extension in connection with Developer's development and use of the Property. Developer hereby represents and warrants to the City that the Developer shall not require the City to pay for any portion of the land for the Right-of-Way being conveyed for the Buc-ee's Way Extension.

2. Conveyance of Utility Easements. Developer shall, at no cost to the City, convey to the City any and all easements reasonably necessary as determined by the City Manager or his designated representative, to extend Utilities to and through the Property. Such easement conveyance shall either (a) be reflected on a plat filed of record or (b) be evidenced by separate instrument from Developer (or other party as the case may be) to the public (such form easement is attached as **Exhibit F**). City hereby represents and warrants to Developer that City shall not require Developer to construct or pay for any portion of the Utility improvements required herein. Developer hereby represents and warrants to the City that the Developer shall not require the City to pay for any portion of the Utility Easements being conveyed for the Extension of the Utilities.

3. Dedication of Open Space Under separate agreement Developer shall, at no cost to the City, convey to the City an area of open space and park land no less than 5 acres restricted to open space for the benefit of the City generally depicted on the Site Plan ("Park Land") which is attached hereto as Exhibit B. Notwithstanding anything to the contrary, said Park Land shall be used in the computation of any open space, impervious cover, or drainage area requirements for the design, permitting, and completion of the Project and the Supplemental Project as required by the City of Boerne Subdivision Ordinance.

4. Reporting Requirements. No later than thirty (30) days after the close of each quarter during the Project Term, Developer will provide City with a copy of the Texas Sales and Use Tax Return that Developer submits to the Comptroller of the State of Texas relating to Developer's remission of City Sales and Use Tax Received by the City from the Project as a result of the operation of the Project and the Supplemental Project ("Report"). Upon written request of the City, Developer will promptly provide to the City the business name and/or filing name used for filing with the Texas Comptroller's Office by any owner or lessee of the Project and/or Supplemental Project[s] as is necessary to calculate any Project City Payment or Supplemental Project City Payment due under the terms of this Agreement.

5. Developer Representations. Developer makes the following covenants and warrants to City, and agrees to timely and fully perform the following obligations and duties:

- a. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Project Term and the Supplemental Project Term. As used herein, the term "good standing" means the status of Developer with the Comptroller of the State of Texas shall be "Active".
- b. No litigation or governmental proceeding is pending or, to the knowledge of Developer, threatened against or affecting Developer that may result in any material adverse change in Developer's business or operation.
- c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated and Developer has not been informed of any potential involuntary bankruptcy proceedings.
- d. Developer shall remain current and in good standing with all sales taxes, property taxes, fees and other recurring charges of the City of Boerne, the State of Texas, and Kendall County taxing jurisdictions throughout the Project Term and the Supplemental Project Term.

ARTICLE IV MISCELLANEOUS PROVISIONS

1. Default; Remedies. Any Party to this Agreement that believes that the other Party to this Agreement has defaulted in the performance of any condition, term, representation and/or obligation owed to that Party under this Agreement shall within ten (10) business days after discovery of said default, give written notice of the default to the defaulting Party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached and what specific action must be taken to cure or correct the default.

- a. Developer Event of Default. Developer shall be in default under this Agreement if it fails to timely comply with any term, covenant, representation or condition of or made in this

Agreement. The foregoing is referred to herein as a "Developer Event of Default". City may terminate this Agreement in the event of a Developer Event of Default if, after giving Developer ninety (90) days prior written notice of the occurrence of a Developer Event of Default, Developer fails to either cure the default within said ninety (90) day period or such longer period as may be allowed by the City, which shall be City's sole and exclusive remedy for a Developer Event of Default. If the City terminates this Agreement due to the Developer's Event of Default, City is no longer obligated to provide the Developer with any Article II Economic Incentives.

b. City Event of Default. City shall be in default under this Agreement if City fails to timely comply with any term, covenant or condition of this Agreement. The foregoing is referred to herein as a "City Event of Default". If, after giving City ninety (90) days prior written notice of the occurrence of a City Event of Default, City fails to cure the default within said ninety (90) day period or such longer period as may be allowed by Developer, Developer shall have all rights in law or in equity.

c. Change of Applicable Law. City may terminate this Agreement without an Event of Default by Developer and effective immediately if any state or federal statute, regulation, Texas Supreme Court case law, or other law renders this Agreement illegal, including, but not limited to, binding Texas case law holding that an agreement under Chapter 380 rebating taxes, such as this Agreement, is an unconstitutional debt.

d. Damages Allowed. Notwithstanding anything contained in this Agreement to the contrary, under no circumstance shall either Party be entitled to punitive, special or consequential damages.

2. No Waiver. Nothing contained in this Agreement shall be construed in any way to limit or to waive the City's sovereign immunity except that the City and Developer hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended. The City agrees that its immunity from suit is waived for the limited purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter I of Chapter 271, Texas Local Government Code.

3. Chapter 245 Waiver. Nothing in this Agreement shall be implied to vest any rights in the Parties. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code. COMPANY WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4. Applicability of Ordinances. Developer acknowledges and agrees that this Agreement does not alter the applicability of the ordinances of City. Further, this Agreement does not waive or limit any of the obligations of Developer to City under any other ordinance whether now existing or in the future arising. This Agreement: (i) is not in any manner to be considered a waiver by the Parties of any requirement contained in the City's ordinances and/or development requirements; (ii) will not and does not conflict with the City's ordinances and/or development requirements, and in the event of such a conflict the terms of the City's ordinances and/or development requirements control; and (iii) does not modify any of the City's ordinances and/or development requirements. Where silent in this Agreement, the terms of City's ordinances and/or development requirements shall control.

5. Separate Status. NONE OF THE TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED TO CREATE A PARTNERSHIP BETWEEN OR AMONG THE PARTIES IN THEIR RESPECTIVE BUSINESSES OR OTHERWISE, NOR SHALL IT CAUSE THEM TO BE CONSIDERED JOINT VENTURES OR MEMBERS OF ANY JOINT ENTERPRISE. IN EXECUTING THIS AGREEMENT AND IN PERFORMING THEIR RESPECTIVE OBLIGATIONS, EACH PARTY IS ACTING INDEPENDENTLY. THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM ANY SUCH LIABILITIES RELATING TO THIS AGREEMENT TO THE EXTENT THAT SUCH LIABILITIES ARISE SOLELY AND DIRECTLY AS A RESULT OF A NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF COMPANY.

6. Construction and Interpretation.

a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation" or "but not limited to" are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

c. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

7. Revenue Sharing Agreement. The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information from the State Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended.

8. Assignability. Developer may assign or transfer its rights (including the right to receive payments), duties and obligations under this Agreement to any person or entity only with prior written approval and consent by City, which approval shall not be unreasonably withheld, conditioned or delayed. However, City hereby consents to an assignment of the Developer of its rights, (including the right to receive payments), duties and obligations under this Agreement to an affiliate, subsidiary or related party of Developer, provided City is given thirty (30) days' advance written notice of such assignment.

9. Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

10. Complete Agreement. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this

Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

11. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and are expressly made part of this Agreement as if copied verbatim.

12. Notice. Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to City:

City of Boerne
Attn: City Manager
402 E. Blanco
Boerne, TX 78006

If to Developer:

Buc-ee's, Ltd.
Attn: Arch H. Aplin III
327 FM 2004
Lake Jackson, Texas 77566

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed; provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

13. Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to

machines or pipelines and any other inabilities of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

14. Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall be the appropriate court in the county in which the Property is located.

15. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the Parties. The initial representative for the City shall be the City Manager or his designee ("City Representative"), and the initial representative for Developer shall be Stan Beard ("Developer Representative"). The representatives shall be available at all reasonable times and places to discuss and review the performance of the Parties to this Agreement and the development of the Property pursuant to the Site Plan.

16. Effective Date. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

17. Representation of Authority. City represents and warrants to Developer that it is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained therein, and has the legal authority to make a grant to Developer as provided in this Agreement. Developer represents and warrants that it is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein.

18. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Parties, respectively.

19. Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision or paragraph hereof shall become unenforceable by reason of judicial decree or determination, the Parties agree to the extent possible to ensure that all other provisions of this Agreement, including the intent of this Agreement, be honored and performed.

20. Economic Incentives Constitute a Program. This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.

21. Public and Confidential Information. Information provided by or on behalf of Developer pursuant to this Agreement that Developer considers to be proprietary and/or confidential and marked as such shall be maintained by City as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act ("Act"), City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests and Developer shall be responsible for defending the confidentiality of such information.

22. Automatic Termination. In the event Developer elects not to proceed with the acquisition of the Property or the development of the Project, Developer will notify City in writing and this Agreement and the obligations of the Parties hereunder shall automatically terminate and be of no further force or effect as of the date of such notice. Should this Agreement automatically terminate per the terms of this Section, Developer will reimburse the City for all Article II Economic Incentives made to, or on behalf of, Developer under this Agreement with interest at the City's weighted average yield of its investment portfolio from the date the Article II Economic Incentives were made to, or on behalf of, the Developer to the date of repayment. Developer's obligation to reimburse the City for Article II Economic Incentives made to Developer survives termination of this Agreement.

23. Final Termination. If a term, covenant or condition of this Agreement does not have an earlier express termination date, all terms covenants and conditions of this Agreement shall automatically terminate upon the expiration of the Project Term.

24. During the Term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. § 1324a(f), the Developer shall repay the City all Payments made plus any other funds received by, or made on behalf of, the Developer from the City as of the date of such violation, such payment being due within 120 business days after the date the City is notified by the Developer of such violation, with interest at the City's weighted average yield of its investment portfolio from the date the such Article II Economic Incentive was made to, or on behalf of, Developer to the date of the repayment. In no event shall any provision hereof be deemed to have waived any defense the Developer may have to any allegation of a violation of 8 U.S.C. § 1324a(f).

25. Within thirty (30) days following a written request therefore, the Company will provide to the City a letter from Company certifying that they are in compliance with this Agreement. Such request shall be made no more than once each calendar year.

26. Incorporation of Recitals. The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

(Signature Page Follows)

CITY:

CITY OF BOERNE

8/29/2016
Date

By: Ronald C. Bowman
Ronald C. Bowman, City Manager

ATTEST:

Kori Carroll
KORI A. CARROLL, City Secretary

Approved as to form:

John B. S.
City Attorney's Office

DEVELOPER:

BUC-EES, LTD

By: Buc-ee's Management, LLC,
a Texas limited liability company,
its general partner

8/15/16
Date

Arch H. Aplin III
Arch H. Aplin III, its President

LIST OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Site Plan
Exhibit C	TxDot Tract
Exhibit D	TxDot Letter dated July 26, 2016
Exhibit E	Buc-ee's Way ROW description
Exhibit F	Form Utility Easement

EXHIBIT A

Description of Property

A Metes and Bounds description, mutually acceptable to the parties, to be attached when completed
and made part of this Agreement

EXHIBIT B

SITE PLAN

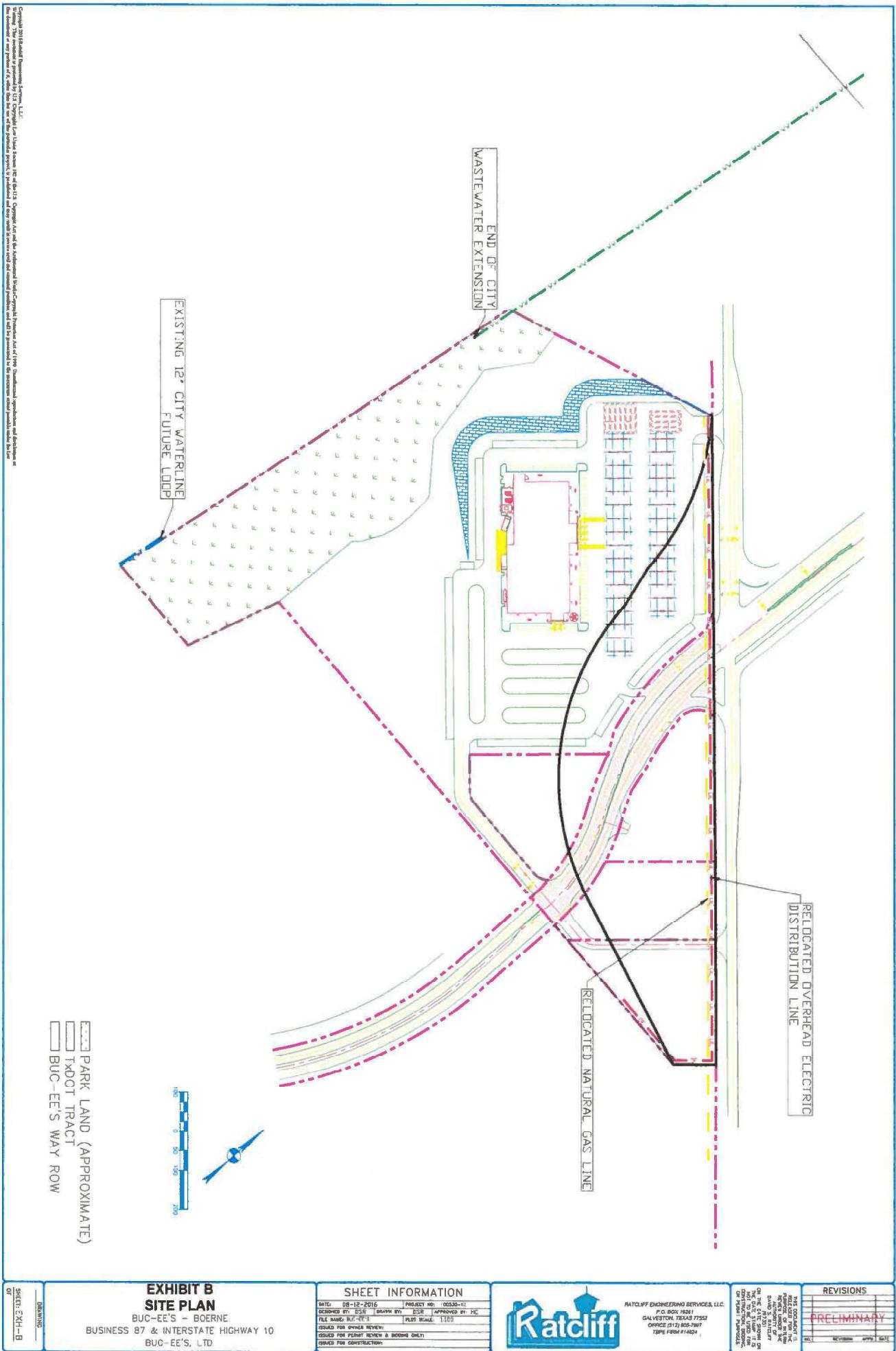


EXHIBIT C

TXDOT Tract

**A Metes and Bounds description, mutually acceptable to the parties, to be attached when completed
and made part of this Agreement**

EXHIBIT D

TXDOT Letter



4615 N.W. LOOP 410, SAN ANTONIO, TEXAS 78229-0928 | 210.615.1110 | WWW.TXDOT.GOV

July 26, 2016

Mike Schultz
Mayor, City of Boerne
402 E. Blanco Rd.
Boerne, TX 78006

Dear Mayor Schulz:

The following should address the requested consideration discussed at our coordination meeting on July 21, 2016.

Upon completion of the I-10/BUS 87 S interchange and frontage road project, TxDOT will consider the excess right of way on the south side of the intersection as highlighted in the attached layout as surplus and subject to sale in accordance with our rules and regulations concerning the disposition of surplus roadway right of way.

Once the specific area is surveyed and delineated, we will coordinate with our Real Estate Management Group who will be handling the sale process. The surplus sale process will begin when the construction of the I-10/BUS 87 S. interchange and frontage road project is finalized or at a minimum substantially complete.

Thank you for your interest in our transportation system. If you have any questions, please contact me.

Sincerely,

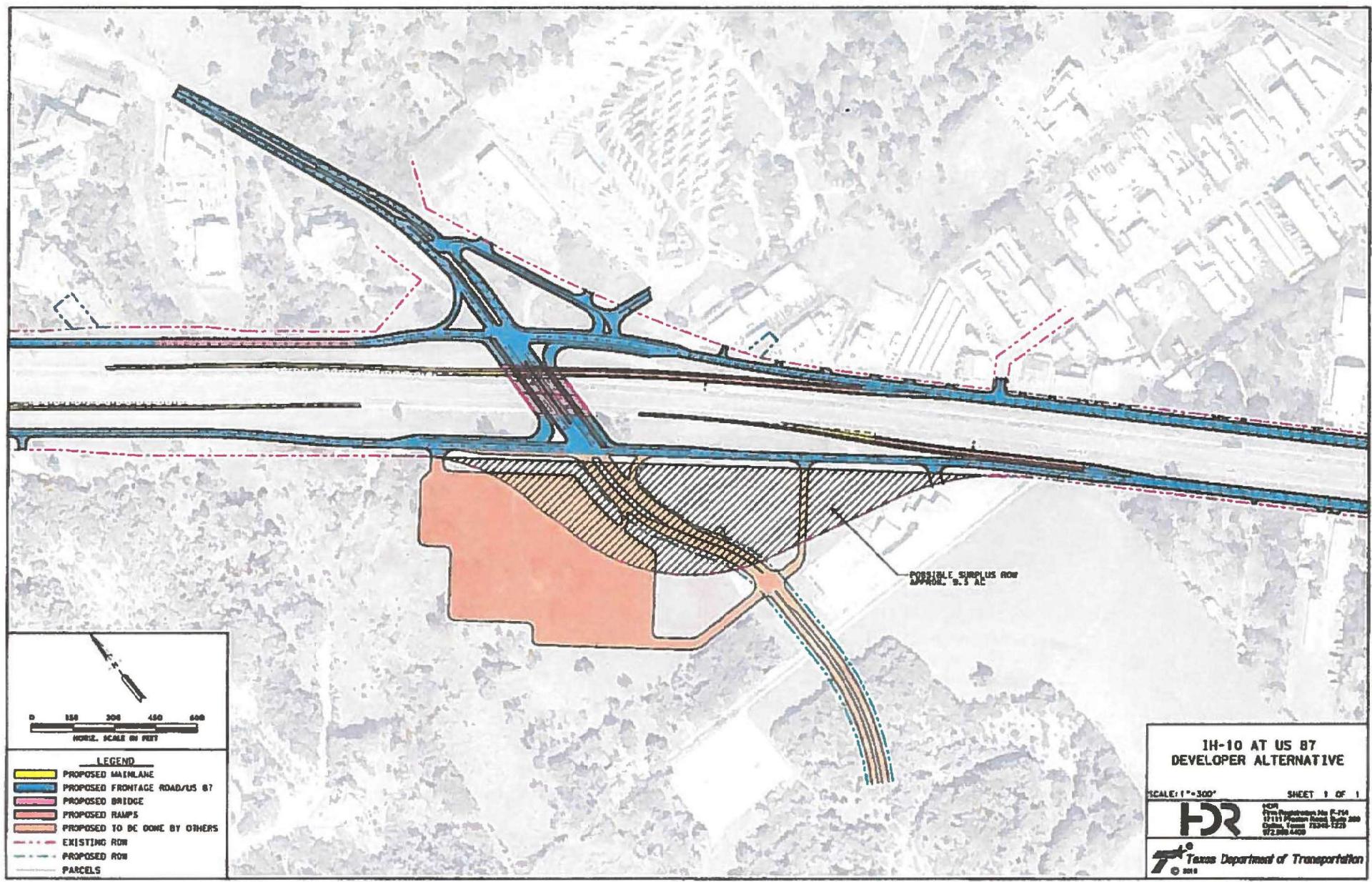
A handwritten signature in black ink, appearing to read "Mario R. Jorge". Below the signature, the name is printed in a standard font.

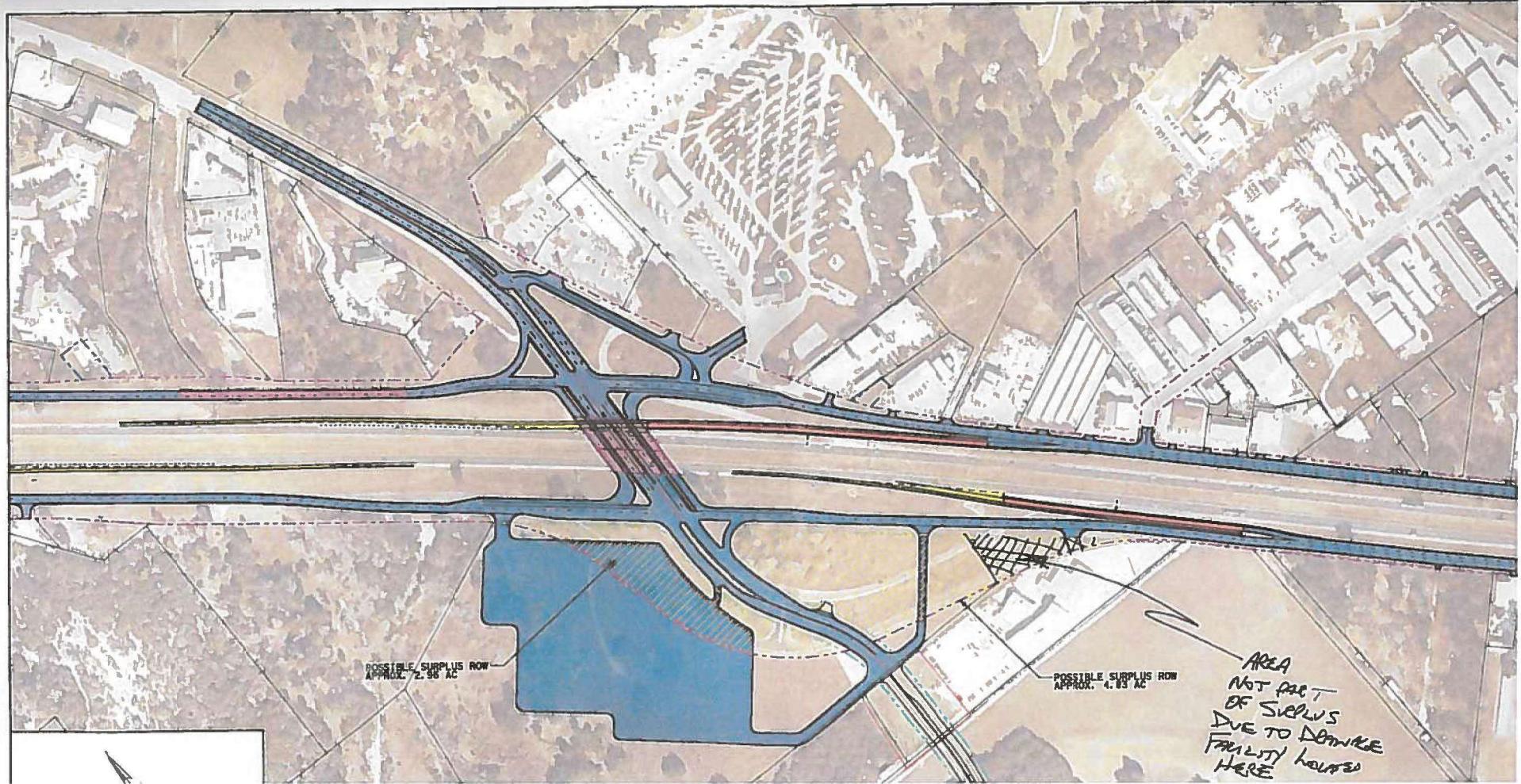
Mario R. Jorge, P.E.
San Antonio District Engineer

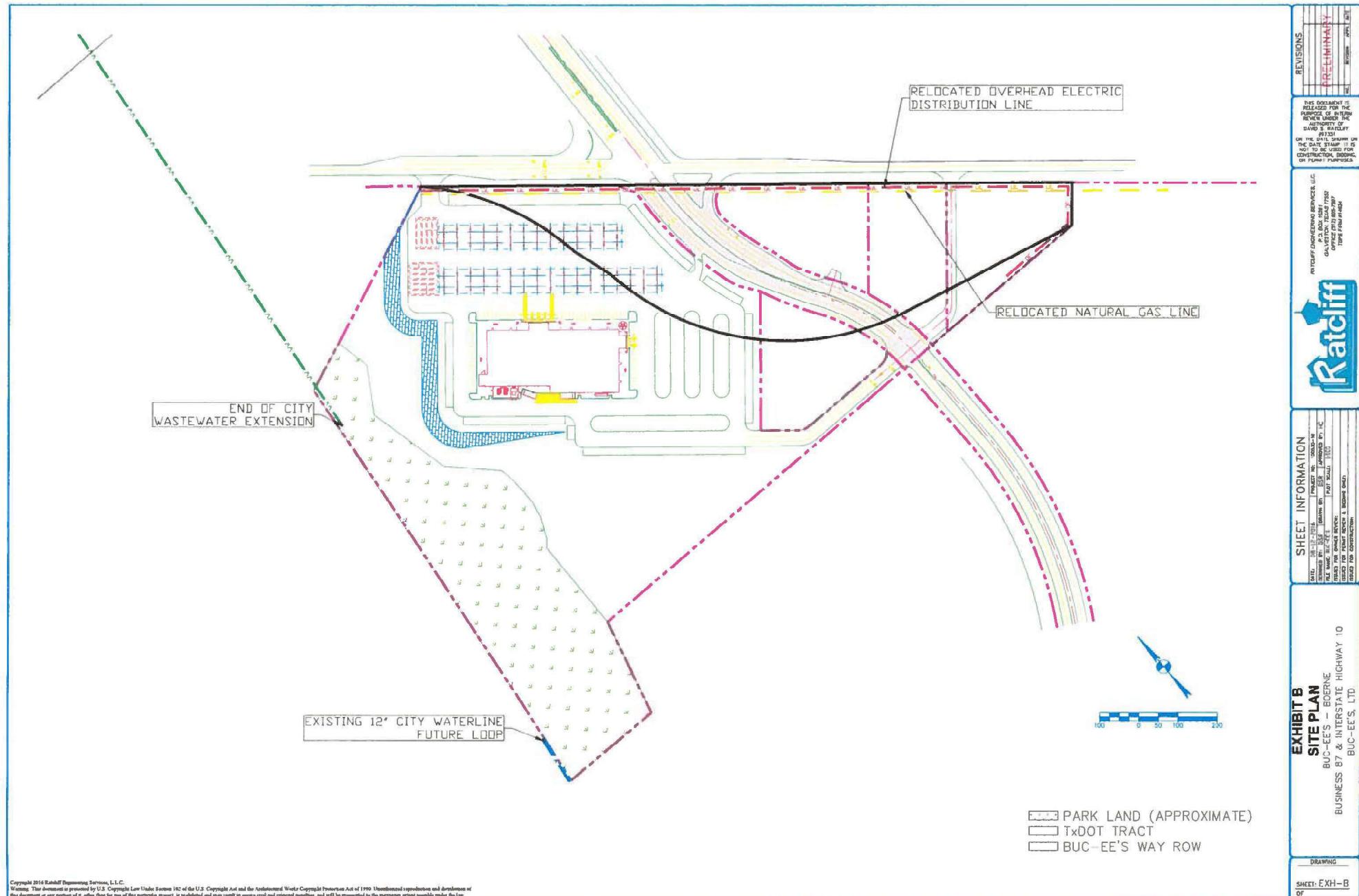
OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer







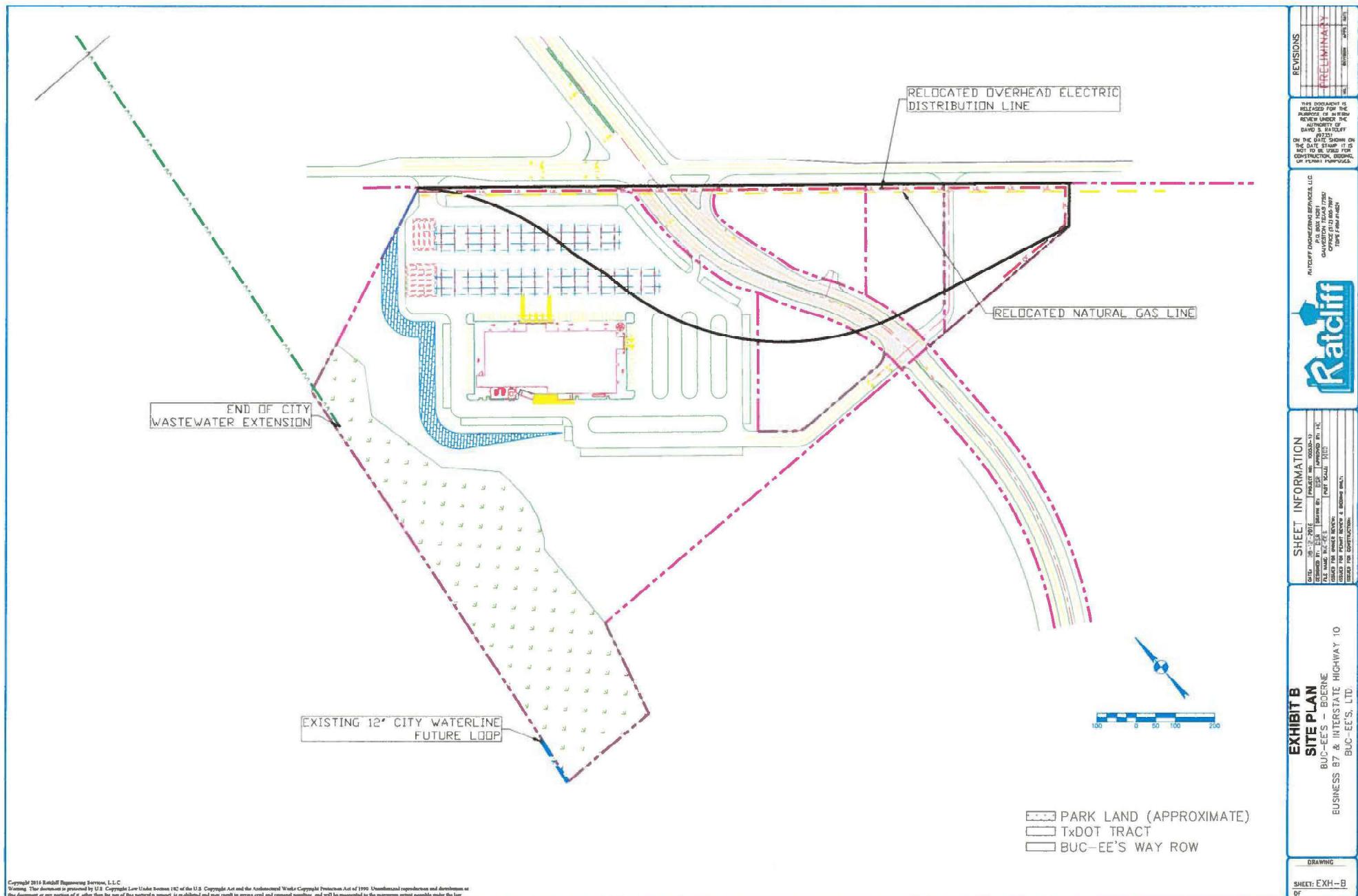


EXHIBIT E

Buc-ee's Way ROW Description

A Metes and Bounds description, mutually acceptable to the parties, to be attached when completed
and made part of this Agreement

EXHIBIT F

Form Utility Easement

**PERMANENT EASEMENT
FOR UTILITIES**

Grantor:

Grantor's Mailing Address (including county):

Grantee: City of Boerne, A Municipal Corporation,
of Kendall County, Texas

Grantee's Mailing Address (including county):

Post Office Box 1677,
Boerne, Kendall County, Texas

Property:

All those certain tracts, pieces, or parcels of land, lying and being situated in the County of Kendall, State of Texas, described as _____ (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, and upon the Property (the "Easement") for the following purposes.

Utilities, including, without limitation, sewer, water, gas, electric, telephone and cable television, with all necessary and/or desirable lines, laterals and/or appurtenances thereto (the "Utilities").

Said Easement being a _____ foot (_____) wide strip of land, described in Exhibits "A" and "B" attached hereto and made a part hereof for all purposes.

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 Utilities; the right to place new or additional Utilities in the Easement and to change the size of the Utilities within the Easement; the right to relocate along the same general direction of the Utilities; 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 Utilities; and the right to place temporary structures for use in constructing or repairing the Utilities.

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 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. However, the easement shall be kept clear of all structures, trees, large plants and other improvements.
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 Utilities, 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 install double swing gates with a minimum clear opening of twelve (12) feet wide wherever fences cross the Easement.

Each person signing this Permanent Easement for Utilities represents and warrants that he or she is duly authorized and has the legal capacity to enter into and execute this Permanent Easement for Utilities. Grantor warrants and represents to Grantee that execution of this Permanent Easement for Utilities and the performance of such Grantor's obligations hereunder have been duly authorized and that the Permanent Easement for Utilities 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 _____, 20____ A.D.

By:

[Notary Page Follows]

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTRY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__ A.D., by

_____.
(Seal)

Notary Public In and For
The State of Texas
My Commission Expires: _____
Printed Name of Notary:

ORDINANCE NO. 2020-18

AN ORDINANCE AMENDING THE CITY OF BOERNE ZONING ORDINANCE NO. 2007-64, CAPTIONED, "ZONING ORDINANCE OF THE CITY OF BOERNE, TEXAS", DATED DECEMBER 18, 2007, BY AMENDING ARTICLE 3, SECTION 13, PERMANENT ZONING OF 5.155 ACRES OF TXDOT RIGHT-OF-WAY LOCATED AT IH-10 WEST (IH-10 "SURPLUS NORTH" TRACT THAT ADJOINS THE FUTURE BU-CEES DEVELOPMENT LOCATED AT 33375 IH-10 WEST) TO B-2, HIGHWAY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Boerne has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of Boerne; and

WHEREAS, the TxDOT right-of-way is currently roadway and it is not zoned; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council desires to amend the Zoning Map by zoning 5.155 acres of TxDOT right-of-way located at IH-10 West (IH-10 "Surplus North" tract that adjoins the future Buc-ees development located at 33375 IH-10 West) to B-2, Highway Commercial District;

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

Section 1.

That Article 3, Section 13, of the Zoning Ordinance of the City of Boerne, Texas, and particularly the Zoning Map of the City of Boerne, is amended by zoning the following described tracts of land:

5.155 acres of TxDOT right-of-way located at IH-10 West (IH-10 "Surplus North" tract that adjoins the future Buc-ees development located at 33375 IH-10 West) to B-2, Highway Commercial District.

Section 2.

That the Zoning Maps of the City of Boerne be amended to indicate the previously described change.



Section 3.

That all provisions of the Code of Ordinances of the City of Boerne not herein amended or repealed shall remain in full force and effect.

Section 4.

That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 5.

That if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

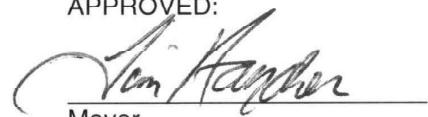
Section 6.

This ordinance will take effect upon the second and final reading of same.

PASSED AND APPROVED on this the first reading the 9th day of June, 2020.

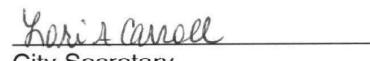
PASSED, APPROVED AND ADOPTED on this the second reading the 23rd day of June, 2020.

APPROVED:



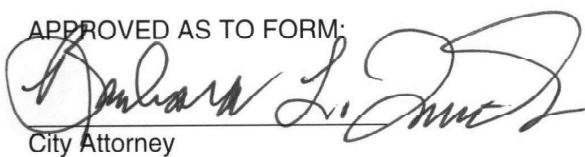
Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

July 31, 2025

Mr. Stan Beard, Jr.
Director: Real Estate and Development
327 FM 2004
Lake Jackson, TX 77566

RE: Zoning Determination for 5.155 acres located at 33375 IH-10 West

Dear Mr. Beard:

This letter serves as a formal zoning determination for the 5.155-acre property located at IH-10 West (IH-10 "Surplus North" tract that adjoins the future Buc-ee's development located at 33375 IH-10 West) within the City of Boerne, Kendall County, Texas, as shown on the attached exhibit.

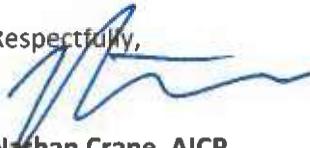
The property was previously zoned B-2 under the City's former zoning ordinance by City Council in June 2020 (Ordinance No. 2020-18). With the adoption of the Unified Development Code (UDC) in July 2021 (Ordinance No. 2021-21), the B-2 zoning district was retired and is no longer in use, and a new zoning district was not assigned to this property.

Upon review of the current UDC and an evaluation of the intent and use provisions of the former B-2 designation, the City has determined that the appropriate corresponding zoning district under the UDC is C-3 (Community Commercial). This determination has been made in accordance with the City's authority to interpret and apply zoning classifications in cases where legacy zoning districts no longer exist.

This determination will be presented to the Planning & Zoning Commission for recommendation and to the City Council for formal ratification. The target date for Planning & Zoning Commission consideration is September 8, 2025, due to the Labor Day holiday. In the meantime, this letter may serve as the City's official position regarding the applicable zoning designation for purposes of development review. Accordingly, your team may proceed with platting and construction activities under the assumption that the property is zoned C-3, consistent with this determination.

If you have any questions regarding this determination, please do not hesitate to contact our office.

Respectfully,


Nathan Crane, AICP
Planning Director
City of Boerne

Cc: file



447 N. Main Street, Boerne, TX 78006

Phone: 830-249-9511  Fax: 830-249-9264

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City of Boerne

Buc-ee's Project Briefing

AUGUST 27, 2025



Presented By:
City Manager's Office



Collaboration • Integrity • Service • Excellence • Respect

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Buc-ee's Boerne Project Briefing: A Historical Record

Introduction

The purpose of this document is to establish a factual, chronological record of the Buc-ee's project in Boerne, Texas. It provides a clear account of the events, decisions, and obligations that have shaped the project over nearly a decade, drawing primarily from official records of the Planning and Zoning Commission, the City Council, the Boerne Kendall County Economic Development Corporation (BKEDC), and other contractual or public proceedings. This document also outlines Buc-ee's commitments as defined by formal agreements with the City, including development requirements, infrastructure responsibilities, and related conditions tied to approval.

The intent of this record is transparency. By compiling information from meeting minutes, ordinances, staff reports, agreements, and archived correspondence, the City seeks to present a comprehensive and verifiable account. Wherever possible, this report avoids speculation, relying instead on official records and documented outcomes.

Creating such a record presents unique challenges. The majority of the City Council members, Planning and Zoning Commissioners, BKEDC staff, and City staff directly involved in the early stages of the project are no longer in those positions. As a result, much of the institutional memory surrounding the project has diminished, requiring a deliberate reconstruction of events from available documentation.

This report should therefore be considered a living record. While it reflects the best available information as of its preparation, additional facts may come to light through future research or new developments in the project's implementation. When that occurs, appendices or updates may be added to maintain an accurate and evolving history.

Ultimately, this document is intended to serve as a reliable reference for decision-makers, stakeholders, reporters, residents and the general public. By documenting the project's history and obligations in detail, the City aims to ensure that ongoing discussion about the Buc-ee's development rests on verified facts rather than incomplete or anecdotal accounts. In doing so, it supports informed decision-making, promotes public trust, and provides a technical historical record that balances clarity with precision.

Executive Summary

This comprehensive briefing consolidates City records to document the history and current status of the Buc-ee's project at I-10 and Business 87.

The concept of bringing Buc-ee's to Boerne originated in 2015, when the Boerne Kendall County Economic Development Corporation (BKEDC) first initiated outreach

conversations with the company. These early efforts established the foundation for the project.

The City Manager at that time had a phone call with Beaver Aplin soon after the EDC contacts started, and shortly afterward, staff in the city manager's office began discussions with planning, finance, and utilities staff regarding the feasibility of completing the likely needed infrastructure and 380 agreement to bring a Buc-ee's development to Boerne. City staff conducted a comprehensive cost-benefit analysis, including contacting New Braunfels (the nearest existing Buc-ee's) to get accurate estimates for projecting AV and sales tax revenues, utility revenues, and assessing the impacts on roads, police, fire, and other city services. Recent agreements related to 380 incentives used by other cities were examined to determine the size of incentives awarded to Buc-ee's in different parts of Texas. Multiple meetings took place over the years among the city of Boerne staff, EDC staff, Buc-ee's staff, and the Texas Department of Transportation (TxDOT) staff.

The City of Boerne's documented involvement began in 2016, when City Council formally approved an Economic Development Agreement (DA) with Buc-ee's, Ltd. under Chapter 380 of the Texas Local Government Code. Since that time, the project's progress has been closely tied to TxDOT led interchange and access road improvements, City utility relocations, and plan approvals.

Key policy framework changes after the project's 2016 approval have shaped how the City manages its review processes: adoption of the Boerne Master Plan (2018) and the Unified Development Code (UDC, 2021), which consolidated development regulations into a single document and strengthened standards for dark sky, drainage, landscaping, and design.

From the outset, both Buc-ee's and the City have worked within the timelines and requirements set by TxDOT, whose major roadway construction took years longer than forecast and significantly delayed Buc-ee's schedule. The original construction target was for an opening in 2019-2020. Additionally, several elements originally approved in the 2016 DA remain binding, while current staff continue working with Buc-ee's to align newer aspects of the project with updated community standards.

Initial grading and public-infrastructure work began in February 2025; vertical construction and fuel systems require additional permits still under review. In summer 2025, Buc-ee's finalized the acquisition of a TxDOT surplus tract along I-10 for accessory parking, which requires a zoning ratification. A public hearing on this request is expected in September 2025.

This document is intended to provide a transparent, fact based record of the project's history, decisions, and obligations, ensuring that current and future discussions are grounded in verified information.

Economic Development Agreement (DA) – Buc-ee’s Obligations and City Commitments

On August 9, 2016, the Boerne City Council approved an Economic Development Agreement (DA) under Chapter 380 of the Texas Local Government Code with Buc-ee’s, Ltd. The purpose of the agreement was to encourage the construction of a large-format Buc-ee’s Family Travel Center in Boerne, with the goal that this flagship project would generate significant ad-valorem, sales tax, and utility revenue, create jobs, and stimulate surrounding commercial growth.

The City’s goals were clear: expand its ad valorem and sales tax base, generate new utility revenues for electric, water, gas, and wastewater treatment, create significant employment opportunities, and attract complementary commercial activity. Providing ad valorem value to the Boerne Independent School District without increasing student population and subsequent service demand was also a consideration. By connecting Buc-ee’s development to infrastructure upgrades, the City aimed to use the project as a way to increase utility and road capacity in the area. The agreement resulted from a partnership among the City of Boerne, the Boerne Kendall County Economic Development Corporation (BKEDC), and Kendall County Commissioners Court.

Key Terms of the 2016 Agreement

The 2016 DA established mutual obligations for both the City and Buc-ee’s.

- **The Buc-ee’s Project**
The primary facility was defined as a minimum 50,000 square foot Family Travel Center, ultimately planned at 53,471 square feet, with at least 90 fueling positions. The agreement prohibited fueling of 18-wheelers, except for delivery trucks, and required creation of at least 170 full-time equivalent jobs within one year of opening.
- **Supplemental Projects**
Buc-ee’s retained the ability to subdivide unused land into commercial tracts. Each supplemental tract could receive incentives under the same terms as the main travel center, thereby encouraging complementary development. Fast forward to today, from the original intent of the DA, a decision has been made that these supplemental projects are no longer planned for the site since all purchased land is now being used for the fueling facility, adjacent parking lot, and additional buffer/open space.
- **Economic Incentives**
The City agreed to provide Buc-ee’s a sales tax rebate equal to 50% of the City’s 1.5% sales tax collected from the Travel Center for twenty years. Supplemental projects would qualify for the same rebate during that same term. Rebates would be paid quarterly, in arrears, and only on actual tax receipts. Importantly, the DA did not offer property tax abatements or incentives from any other City revenues,

including utilities. Kendall County established an agreement that mirrored the city's new sales tax rebate at the same level (50% of their 0.5% sales tax collected for 20 years).

- **City Infrastructure Commitments**

The City committed, at its sole cost, to extend 12-inch sanitary sewer and water mains, provide three-phase electric service, and install a six-inch natural gas line to the site boundaries within 90 days of construction start. The City also committed to construct "Buc-ee's Way," a primary collector road extending Main Street west of I-10. Additionally, the City agreed to waive its right of first refusal on certain TxDOT surplus right-of-way so Buc-ee's could acquire it, and to provide a \$223,285 credit toward City fees if a Texas Capital Fund grant was secured. Another side note: since the adoption of the DA, the Texas Capital Fund (TCF) Infrastructure and Real Estate Development Program, which provided grants to non-entitlement communities (cities with populations under 50,000 and counties under 200,000) for public infrastructure and real estate development to support job creation, is no longer active and is not accepting applications.

- **Developer Commitments**

In return, Buc-ee's agreed to convey the right-of-way for Buc-ee's Way and provide necessary utility easements at no cost. The company also committed to dedicate at least five acres as park or open space, remain current on all taxes and fees, and provide quarterly sales tax reports necessary for rebate calculations.

- **Performance and Compliance**

The DA required Buc-ee's to comply with all applicable City ordinances and permitting standards upon submittal of first development application. The agreement could be terminated in cases of default, change in law, or a decision by Buc-ee's not to proceed. Repayment provisions applied for violations such as the employment of undocumented workers. The agreement's term runs for twenty years beginning January 1 following the store's opening, with all supplemental project rebates expiring concurrently.

Publicly Stated Economic Impact

When the project was announced in August 2016, officials and company representatives highlighted its projected economic benefits. Buc-ee's anticipated creating over 170 full-time jobs, generating approximately \$25 million in taxable sales annually, contributing \$180,000 annually in school taxes, and making a \$40 million private capital investment.

At the time, then-Mayor Mike Schultz emphasized the long-term benefits: "*This will be huge in the dividends that it will pay in our community for years and years to come.*" A Buc-ee's spokesperson underscored the site's advantages, citing Boerne's location on the interstate, its strong community, and its employment base.

The BKEDC had worked for more than a year on the proposal before Buc-ee's filed its formal application for development incentives on July 19, 2016.

Follow-Up Actions on the Agreement

On April 13, 2020, the City issued a funding request letter to Buc-ee's under Article II, Section 8 of the agreement. The City proposed that Buc-ee's front the costs of utility extensions and Buc-ee's Way construction, with reimbursement distributed over five years. This structure was intended to keep the project on schedule by ensuring that infrastructure obligations could be met without delay.

Key Takeaways

For stakeholders, several points are essential in understanding the 2016 agreement:

- The DA provided no property tax abatements—only a partial sales tax rebate tied directly to actual taxable sales.
- All incentives are performance-based, with no upfront cash outlays from the City.
- Infrastructure commitments were designed to serve both Buc-ee's and other surrounding properties.
- Public value was supported by measurable forecasts, binding reporting requirements, and a clear compliance framework.

Zoning History, Procedural Observations, and Vesting Rights

Background and Initial Zoning Actions (2020)

In preparation for the Buc-ee's development, zoning adjustments were required for TxDOT-owned right-of-way adjacent to the proposed site. In 2020, Buc-ee's and TxDOT jointly requested that the land be rezoned to B-2 Highway Commercial, consistent with adjacent Buc-ee's-owned parcels.

The rezoning process followed all statutory procedures under Texas Local Government Code Chapter 211. On May 4, 2020, the Planning and Zoning (P&Z) Commission voted unanimously to recommend approval. City Council approved the request unanimously on both first reading (June 9, 2020) and final reading (June 23, 2020). No opposition was voiced at either P&Z or Council hearings.

The total area rezoned amounted to 5.15 acres, divided by a planned future connection to Tilbury Boulevard. Once adopted, this zoning classification was binding and could not be removed without due process.

Subsequent Property Acquisition (2023)

In summer 2023, Buc-ee's began the process of officially acquiring the remaining 2.5-acre TxDOT tract of the total 5.15 acres on the west side of the project. This expansion reflected the company's long-term site plan but did not alter the zoning framework established in 2020.

Discovery of Oversight During Parking Expansion Proposal (2025)

In mid-2025, Buc-ee's informed the City of its intent to utilize the eastern portion of the 5.15-acre tract for expanded parking. During review of this request, staff discovered that the parcel had not been reassigned a zoning classification under the Unified Development Code (UDC) adopted in July 2021.

This omission represented an administrative oversight. When the UDC replaced prior zoning categories — including the B-2 Highway Commercial district — the 5.15-acre parcel was inadvertently left without an updated designation. This clerical gap persisted for nearly four years, even though the 2020 rezoning itself remained valid and uncontested.

Zoning Determination and Proposed Correction (2025)

On July 31, 2025, following consultation with the City Attorney, the Planning Director issued a formal zoning determination. The determination concluded that the most appropriate UDC equivalent to the retired B-2 district was C-3 Community Commercial.

The reasoning was threefold:

- C-3 zoning most closely aligns with the intent and uses of the former B-2 Highway Commercial category.
- Surrounding parcels in the immediate area are already classified as C-3, ensuring consistency.
- Development for these parcels under C-3 zoning requires compliance with modern standards governing parking, landscaping, dark-sky lighting, and stormwater detention.

While the determination guides immediate development review, it requires ratification through the public process:

- September 8, 2025 (target): Planning and Zoning Commission to consider the proposed classification and make a recommendation.
- Subsequent City Council action: Final decision following P&Z recommendation.

Property Owner's Position and Rights

Under Texas Local Government Code, the property owner retains the right to review and, if desired, contest the proposed classification. Buc-ee's may present evidence that another UDC district more closely reflects the intent of the original B-2 zoning.

Key Takeaways for Stakeholders

- The 2020 rezoning to B-2 Highway Commercial was fully compliant, and properly noticed.
- The 2021 omission during UDC adoption was an administrative oversight, not a reversal of the earlier rezoning.
- The proposed C-3 classification is intended to preserve the original commercial development intent.
- The formal public process in 2025 ensures transparency, public participation, and final ratification by P&Z and City Council.

Signage

Overview

Signage for the Buc-ee's travel center has remained one of the most visible and debated aspects of the project. For many residents, the issue symbolizes the broader tension between Boerne's economic development aspirations and the community's desire to preserve its aesthetic identity and transparent governance.

Early Discussions and Development Agreement Context

Correspondence from 2016–2017 shows that Buc-ee's and City staff considered including signage provisions in the original Economic Development Agreement (DA). Draft proposals envisioned:

- One primary Buc-ee's sign up to 500 square feet in area and approximately 75 feet in height, subject to a field study.
- Co-location of tenant signage for adjacent tracts on the same sign pole to avoid multiple high-rise signs.
- Standard monument signs (no taller than 8 feet, no larger than 64 square feet) for individual pad site street frontages.

These ideas were intended to balance Buc-ee's visibility requirements with community concerns about sign proliferation. Ultimately, however, the language was not incorporated into the executed 2016 agreement.

Regulatory Background

At the time, Boerne's sign ordinance, established in 2008, set the following baseline limits for freeway-oriented, self-supported signs located within 100 feet of Interstate 10:

- Height: 40 feet maximum.
- Area: 100 square feet maximum for single establishments; up to 250 square feet for commercial complexes.

The ordinance also contained a specific exception: under Section BB(4)(c), the Sign Review Committee—consisting of the Chief of Police, the Fire Marshal, and the Director of Planning and Community Development—could administratively approve larger or taller signs if site-specific conditions justified it. The committee could authorize up to 75 feet in height and 300 square feet in area. Importantly, this process was administrative and did not require public hearings or City Council involvement.

Buc-ee's Sign Application History

- October 24, 2017 – City Council Action: Buc-ee's sought variances to allow a sign as tall as 100 feet. One motion to deny outright was made; another attempted to authorize a 77-foot sign. Both motions failed, leaving the ordinance standards intact.
- December 19, 2017 – Buc-ee's submitted a new signage application and supporting documents requesting the Sign Committee meet and consider approval as allowed under the ordinance under Section BB(4)(c). They requested that the sign review committee approve a 75-foot sign—the maximum height permitted administratively. It is not entirely clear when the sign committee met, as there is no official agenda or minutes since this was an administrative committee. One can assume that the committee met within 10 business days of December 19th, since the ordinance clearly stated that part of the process, as advised by the City Attorney.
- January 25, 2018 – Buc-ee's submits the official city sign permit application.
- March 23, 2018 - Buc-ee's sends the planning director a letter summarizing the signage agreed upon as allowed by the sign committee.
- April 27, 2018 – The planning director sends a letter to Buc-ee's stating that the Sign Committee had approved the sign at 75 ft. The committee's decision did not return to the Council because the ordinance explicitly authorized the committee to act independently within that limit.
- April 30, 2018 – Sign permit application officially approved by staff.

- May 3, 2018 – Sign permit issued to Buc-ee's.

The committee's report established:

1. Buc-ee's could erect one self-supporting sign of 75 feet in height and 300 square feet in area.
2. One adjacent development tract could host a 40-foot sign, but additional tracts could not.
3. All other signage must comply with ordinance requirements in effect at the time of permit application.

Buc-ee's later confirmed it would utilize the 75-foot sign and forgo use of the secondary 40-foot sign.

Public Concerns and Controversy

The signage issue has continued to animate opposition, particularly because of how the sequence unfolded:

- Transparency Concerns: Residents perceived the administrative approval as circumventing the Council's 2017 denial. In reality, the ordinance created two distinct paths: (1) variance (requiring Council consideration) and (2) administrative review (via staff designated committee). Buc-ee's pursued the latter after the variance was denied, a choice legally permissible under the ordinance.
- Aesthetic Compatibility: Many argued that the scale of the 75-foot sign was inconsistent with Boerne's desired character and gateway vision.
- Dark Sky Standards: Kendall County and the City have adopted "Dark Sky" measures to reduce light pollution. Residents expressed doubt that Buc-ee's signage and lighting would comply, given the travel center's large scale. Staff has consistently required Buc-ee's to meet applicable Dark Sky provisions as codified in the 2019 ordinances.

Vesting Rights and Applicable Standards

Under Texas Local Government Code Chapter 245, development projects "vest" to the regulations in place when a qualifying application is filed. Buc-ee's submitted its initial qualifying development application (preliminary plat) in 2019, securing its rights to be reviewed under the City's ordinances as they existed at that time.

As a result, even though the City has since updated its sign ordinance, Buc-ee's signage is governed by the 2019 standards. The 75-foot sign was approved under those rules and remains legally valid.

This principle is often misunderstood and labeled as "special treatment." In fact, vesting rights are a state law designed to ensure predictability for (building) permit applicants and developers: once a project begins under a certain set of rules, later changes cannot retroactively apply. While this sometimes frustrates communities seeking to apply newer, stricter standards, it reflects a balance established in Texas law between municipal authority and property rights.

Key Takeaways for Stakeholders

1. Buc-ee's initial request for a variance above 100 feet was denied by City Council in 2017.
2. In late 2017, the company lawfully pursued administrative approval under a separate ordinance provision, resulting in a 75-foot sign.
3. The administrative process did not require Council approval or public hearings, which fueled perceptions of a "backroom" decision.
4. Buc-ee's signage remains subject to Dark Sky and other requirements applicable under the 2019 vested ordinances.
5. The signage history illustrates both the limits of Council discretion under state law and the importance of clarifying how multiple regulatory processes intersect.

Traffic Impact Analysis (TIA) – Requirements, Findings, and Status

City TIA Code Framework

Since 2009, the City of Boerne has required Traffic Impact Analyses (TIAs) for developments that generate significant traffic. These requirements, now incorporated into the Unified Development Code (UDC), apply throughout the permitting process—including zoning, platting, site development, and building permit stages.

Key provisions include:

- Trigger Threshold: Any project generating more than 100 additional peak-hour trips must submit a full TIA.
- Scope: Studies evaluate impacts within a two-mile radius, covering roadway segments, access points, and intersection operations.

- Performance Standard: Traffic is graded by “Level of Service” (LOS), ranging from A (free-flow) to F (failing). Boerne requires projects to ensure intersections operate at LOS C or better.
- Mitigation Obligations: Where intersections already operate below LOS C, developers must prevent conditions from worsening by more than 10% beyond background growth. Acceptable mitigation measures include turn lanes, pavement widening, signal upgrades, pedestrian facilities, or access controls.

These requirements ensure that major developments like Buc-ee’s do not impose disproportionate traffic burdens on surrounding infrastructure.

Buc-ee’s TIA History

Because of its projected scale and customer volume, the Buc-ee’s Travel Center required a full TIA. The first study was prepared in May 2017, but rapid changes in roadway conditions, particularly TxDOT’s reconstruction of the I-10 frontage roads and replacement of the South Main Street bridge, quickly rendered it outdated. City staff required updated analyses before any site development permit could be approved.

Review Timeline:

- May 8, 2017 - Initial TIA prepared by Buc-ee’s consultants.
- October 10, 2019 - City Planning forwards 2017 TIA to the City’s third-party traffic consultant for review.
- October 23, 2019 - City provides technical comments.
- November 8, 2019 - New City engineering staff begin coordination of responses.
- May 2, 2024 - Buc-ee’s submits Site Development Permit (SDP) package with the outdated 2017 TIA.
- May 10, 2024 - Application deemed deficient (unapproved TIA, missing building plans, and missing TxDOT approvals).
- May 20, 2024 - City advises Buc-ee’s to update TIA to reflect post-TxDOT construction roadway network.
- July 30, 2024 - TIA Submittal #2 received.
- September 6, 2024 - City issues comments on TIA Submittal #2.
- September 16, 2024 - TIA Submittal #3 submitted.

- September 30, 2024 - City issues comments on Submittal #3.
- October 11, 2024 - Technical review of SDP #2 concludes; application marked deficient.
- July 14, 2025 - TIA Submittal #4 received.
- August 14, 2025 - City issues comments on Submittal #4 (latest review to date).

This cycle reflects both the complexity of the project and the City's insistence on keeping traffic data current with TxDOT's evolving highway improvements.

Findings and Next Steps

The Buc-ee's project will not be allowed to open until all required TIA findings are addressed. Mitigation measures recommended by the approved TIA must be implemented in coordination with TxDOT before the facility begins operation.

At present, City review of the latest (fourth) TIA submittal is ongoing. Site development permits remain incomplete pending resolution of traffic concerns, building permit submissions, and final TxDOT approvals.

Transparency and Public Value

This record demonstrates that Buc-ee's has been held to the same traffic standards as any other large-scale development in Boerne. When older traffic studies became outdated, City staff required updated submittals and withheld approvals until deficiencies were addressed. Far from being expedited, the Buc-ee's project has undergone repeated technical review to ensure compliance with adopted code and regional transportation conditions.

Utility Infrastructure Requirements and Status

Early Coordination (2016–2018)

Utility planning for the Buc-ee's project began in 2016 following the execution of the Chapter 380 Economic Development Agreement. Early discussions covered:

- Water and Sewer: Initial work focused on sizing water meters and exploring options to extend sewer service via a new Suggs Creek Sewer Main.
- Natural Gas and Electric: Early designs contemplated rerouting City utilities in a straight alignment along TxDOT's proposed eastbound frontage road.
- TxDOT Right-of-Way (ROW): TxDOT's policy to delay dedication of surplus ROW until completion of its I-10 Frontage Road reconstruction — along with the

replacement of the South Main Street bridge — prevented the City from relocating utilities then envisioned in its original timeline.

At this stage, staff in the City Manager's Office led coordination efforts, supported by the Planning Department and Economic Development staff.

Renewed Planning (2019–2021)

As TxDOT projects advanced, Buc-ee's and the City returned to utility planning. Key milestones included:

- 2019–2020: Continued discussions addressed sewer main routing along Suggs Creek and securing easements.
- September 2019: Buc-ee's engineers committed to designing the Suggs Creek Sewer Extension and began coordination with TxDOT on a permitted I-10 crossing.
- February 2021: The City obtained a sewer easement from an adjoining property, enabling the main alignment.
- March 2022: The City approved Buc-ee's sewer plans with conditions requiring TxDOT permitting and tree removal approvals.

Because TxDOT released surplus ROW incrementally, the City modified its gas and electric relocation plans, shifting alignments into the Buc-ee's Way corridor rather than the frontage road ROW anticipated in the 2016 agreement.

Construction and ROW Acquisitions (2022–2024)

- March–November 2022: Buc-ee's negotiated phased ROW purchases from TxDOT, including the Buc-ee's Way corridor.
- February 2024: Boerne City Council formally requests the transfer of ROW from TxDOT to the City from surplus ROW for future roadway development.
- May 2024: The State of Texas formally approves the transfer of surplus ROW no longer needed by TxDOT, per approval of the Texas Transportation Commission in Minute Order 116671, directly to the City of Boerne for the Buc-ee's Way Extension (recorded at Kendall Courthouse 5/30/24).
- June 2024: The City contracted Schneider Engineering to design natural gas and electric relocations.

- October 2024: Buc-ee's submitted a final plat. Because plat approval (and corresponding easements) was still pending, the City requested separate dedication instruments for the necessary utility easements.

Sewer Construction Coordination (2025)

In early 2025, Buc-ee's sought to begin construction of the Suggs Creek Sewer Main. Because the 380 Agreement obligated the City to reimburse the project in full, the City Attorney advised that municipal procurement law required competitive bidding. The City assisted Buc-ee's in preparing bid documents, but the first bid opening in February 2025 was cancelled due to incomplete specifications.

The project remains pending re-bid. City staff continue to provide technical support to Buc-ee's as complete bid documents are prepared.

Utility Relocations (2025)

- July 2025: Buc-ee's completed roadway embankment work on Buc-ee's Way, providing a corridor for gas and electric lines.
- August 2025: The City substantially completed relocation of the natural gas main.
- October 2025 (anticipated): Completion of the relocated electric distribution line, subject to material availability.

Summary

The utility work for the Buc-ee's project highlights the interdependence of private development, TxDOT infrastructure schedules, and municipal obligations under the 380 Agreement.

Key takeaways include:

- ROW Dependencies: TxDOT's phased dedication of ROW delayed utility relocations and required adjustments to original plans.
- Sewer Extension: Buc-ee's elected to lead construction of the Suggs Creek Sewer Main to meet its timeline, but municipal bidding requirements created additional procedural steps.
- Gas and Electric Relocation: Years of revised planning are culminating in near-complete relocations, now aligned along Buc-ee's Way.

This sequence illustrates the City's good-faith efforts to meet its contractual obligations while adhering to state procurement laws, balancing project timelines with public accountability.

Plan Submittals and Permit Requests to the City of Boerne

Overview of the Review Process

In addition to public hearings before the Planning and Zoning Commission and the City Council, much of the technical review of a development occurs directly between applicants and City staff. This administrative process — used for all projects in Boerne — ensures that applications comply with adopted codes and ordinances before formal approval. Developers typically submit detailed plans to staff, who then provide comments or corrections; applicants revise and resubmit until compliance is achieved.

For Buc-ee's, this iterative process has been especially extensive. Initial plan submittals began in 2019, and apart from a pause in 2022 during ongoing TxDOT construction, new filings have occurred every year. Activity has accelerated since 2023, once TxDOT completed its I-10 interchange and frontage road reconstruction, enabling Buc-ee's to proceed with its site development.

Chronology of Major Permit Applications

The following represents the key plan submittals and permits filed by Buc-ee's with the City of Boerne:

- June 15, 2023 - Building Permit: Filed to initiate vertical construction planning for the primary travel center structure.
- April 19, 2024 - Grading Permit: Requested for initial earthwork on the site, including cut-and-fill operations and site stabilization.
- May 2, 2024 - Site Development Permit (SDP): First comprehensive submission of site engineering plans. Ultimately deemed incomplete due to the outdated TIA, missing building plans, and missing TxDOT approvals.
- May 10, 2024 - Tree Removal Permit: Submitted in conjunction with early clearing work.
- June 12, 2024 - Floodplain Development Permit: Required due to the project's proximity to drainage features and floodplain-regulated areas.
- March 3, 2025 - Tree Removal Permit: Second application tied to revised site clearing plans.
- March 18, 2025 - Zoning Verification Permit: Filed to confirm zoning designations for parcels involved in the expanded site plan.
- April 16, 2025 - Site Development Permit (Resubmittal): Updated SDP incorporating corrections and revised technical studies.

- April 30, 2025 - Tree Removal Permit: Supplemental permit for expanded clearing tied to revised layouts.
- July 17, 2025 - Right-of-Way Permit: Requested to perform utility and roadway work within the Buc-ee's Way corridor.

Observations

- Multiple Iterations: The number of permits and re-submittals reflects both the project's scale and the complexity of aligning private development timelines with TxDOT construction schedules and City regulatory requirements.
- Compliance-Oriented Process: Each permit category — grading, floodplain, tree removal, site development — serves a specific compliance function under the City's codes and ordinances. This ensures that development proceeds in stages only when all requirements are met.
- Adaptive Review: As Buc-ee's has revised its site plan in response to neighborhood input, TxDOT ROW releases, and utility coordination, new submittals have been required. This iterative cycle is standard for large, multi-year projects.

Community Opposition and Engagement

Public Concerns and Organized Opposition (2016–2019)

From the moment Buc-ee's was publicly announced in August 2016, the proposal became one of the more contested development issues in Boerne's modern history. While City officials and the Boerne Kendall County Economic Development Corporation emphasized projected benefits — including more than 170 full-time jobs, \$25 million annually in taxable sales, and significant new sales tax revenues — many residents saw the project as a direct challenge to Boerne's identity, character, and livability.

Residents voiced their concerns in public hearings, written comments, and organized campaigns. Facebook groups became a focal point for opposition, and a way to express visible frustration.

The primary concerns raised included:

- Traffic Congestion - The projected thousands of additional vehicle trips per day were seen as exacerbating congestion on I-10 and South Main Street, both already under pressure from regional growth.
- Lighting Impacts - Opponents worried about the loss of night-sky visibility due to glare and skyglow from a 24-hour facility.

- Noise Pollution - Continuous customer traffic and delivery operations raised fears of round-the-clock noise impacts.
- Environmental Risks - Concerns focused on stormwater runoff, groundwater contamination from underground fuel storage, and impacts to local creeks and aquifers.
- Property Values and Community Fit - Residents argued that the scale and intensity of the project were incompatible with Boerne's small-town image and would reduce the value of nearby homes.
- Transparency and Process - Some residents perceived that the 2016 incentive agreement and subsequent approvals limited opportunities for meaningful public participation, fueling perceptions of a "backroom deal."

These themes recurred in City Council and Planning & Zoning Commission hearings between 2016 and 2019. They remain documented in meeting minutes and recordings preserved on the City's website.

Coordination with Adjacent Neighborhood

Recognizing that the most direct impacts would fall on the Menger Springs subdivision immediately west of the project site, Buc-ee's, Ltd. engaged with the Menger Springs Homeowners Association (HOA) during the formal design process. With City planning staff facilitating, these discussions resulted in a negotiated redesign that addressed several neighborhood concerns.

On December 10, 2021, the City's Design Review Committee unanimously approved a revised site plan incorporating the following key changes:

- Relocation of fueling stations and parking areas farther from the neighborhood boundary to reduce light, noise, and visual impacts.
- Expanded landscape buffers with native plantings, tree canopy restoration, and berthing to create separation between the project and adjacent homes.
- Dark Sky-compliant lighting with shielded fixtures to minimize glare and skylight.
- Ecological enhancements, including the installation of a monarch butterfly waystation, intended to integrate the site more harmoniously with the surrounding environment.

It is important to note that these modifications exceeded the baseline requirements of the Unified Development Code (UDC) and reflected a collaborative compromise between the developer, the neighborhood, and the City.

City Response and Outcome

City officials consistently acknowledged the intensity of community opposition but emphasized that the Buc-ee's project will meet all applicable zoning, subdivision, and development code standards. Traffic, lighting, and drainage were subject to enforceable requirements under the UDC and TxDOT access management, and noise was regulated under the City's Code of Ordinances.

At the same time, the City pointed to broader community benefits embedded in the 2016 agreement and subsequent approvals: significant job creation, long-term sales tax growth, extension of public infrastructure that would serve multiple properties, and the dedication of public open space.

Despite the continuing opposition, Buc-ee's advanced through its required approvals. Construction, delayed by TxDOT's multi-year interchange and frontage road projects, finally began in 2025. The controversy surrounding the project remains emblematic of the balance that fast-growing communities must navigate — preserving local character while accommodating regional economic forces and development pressures.

Project Timeline and Milestones

Early Discussions and Agreement (2015–2016)

In the summer of 2015, the Boerne Kendall County Economic Development Corporation (BKEDC) initiated preliminary conversations with City leadership about recruiting Buc-ee's to Boerne. Discussions between representatives from BKEDC, City officials, and Buc-ee's executives began exploration for potential sites along I-10.

On July 26, 2016, the City Council held its first Executive Session discussion on the matter, though no action was taken at that time. The project became public on August 8, 2016, when local media reported that Buc-ee's was seeking incentive agreements from both the City and Kendall County for a proposed \$40 million travel center investment, expected to create approximately 175 jobs.

The following day, August 9, 2016, the City Council approved a Chapter 380 Economic Development Agreement (DA) with Buc-ee's, Ltd. through Resolution 2016-R72. The agreement laid out terms for incentives, infrastructure extensions, and project requirements. Media coverage following the approval cited an anticipated opening in 2020 with around 170 new jobs.

Early Development and Signage Disputes (2017–2018)

The first public controversy arose around signage. On October 24, 2017, Buc-ee's requested a variance for a 100-foot sign. After residents spoke in opposition, the City Council denied both the 100-foot proposal and an alternative motion for a 77-foot sign.

In March 2018, Buc-ee's sought approval through the City's Sign Review Committee process, which operated under then-current ordinances. The Planning Department approved a sign permit allowing one 75-foot sign for the travel center tract and one 40-foot sign for an adjacent tract.

That same year, Boerne adopted its new Master Plan (August 28, 2018) following extensive community engagement: 13 focus groups, 11 committee meetings, three public workshops, 1,700 survey responses, and multiple joint sessions with Council and P&Z. The adopted plan emphasized supporting a diverse economy, job creation, and destination amenities, while reinforcing land use compatibility.

Vesting and Initial Applications (2019–2020)

Buc-ee's filed its first formal development applications in 2019, vesting the project to the ordinances in effect that year. That same year, the City launched its Unified Development Code (UDC) project to consolidate all development-related ordinances into a single document.

- October 7, 2019 - Buc-ee's submitted a preliminary plat. After extensive revisions, the plat was presented to P&Z for approval.
- October 19, 2019 - Initial infrastructure plans were submitted, covering utilities, drainage, sewer, and street improvements.

In 2020, the City issued a funding request under the DA, asking Buc-ee's to advance funding and complete the construction of offsite utilities and Buc-ee's Way, with the City reimbursing over time.

The same year, TxDOT and Buc-ee's requested rezoning of a 5.15-acre tract of TxDOT right-of-way to B-2 Highway Commercial. P&Z unanimously recommended approval on May 4, 2020, and the City Council adopted Ordinance 2020-18 on June 23, 2020 approving the B-2 zoning.

Also in 2020, the preliminary plat for 29.22 acres — the core Buc-ee's site — was approved by P&Z without conditions. No members of the public spoke at the hearing. In November 2020, the City approved the purchase of a sanitary sewer easement to serve the site.

Neighborhood Coordination and Design Adjustments (2021–2022)

Throughout 2021, Buc-ee's and the City facilitated discussions with the Menger Springs HOA. These meetings resulted in significant design changes, including relocation of fuel pumps, expanded landscape buffers, and compliance with Dark Sky measures.

On December 12, 2021, the City's Design Review Committee unanimously approved the updated layout, noting the inclusion of ecological features such as a monarch

butterfly waystation. At a December 14, 2021 Council meeting, members acknowledged Buc-ee's responsiveness to neighborhood concerns.

In 2022, Buc-ee's continued refining its plans to address City requirements on lighting, landscaping, and traffic.

Infrastructure Preparations and Renewed Permitting (2023–2024)

By 2023, with TxDOT's interchange projects nearing completion, Buc-ee's activity intensified.

- May 22, 2023 - Buc-ee's submitted its fifth round of public infrastructure plans since 2019.
- June 15, 2023 - The company applied for its building permit.

In 2024, several permits were submitted:

- April 19 - Grading Permit
- May 2 - Site Development Permit
- May 10 - Tree Removal Permit
- June 12 - Floodplain Development Permit

On June 25, 2024, Council approved a professional services agreement with Schneider Engineering to design relocation of City utilities along I-10 and Buc-ee's Way.

Construction and Zoning Ratification (2025)

Early 2025 marked the first visible signs of construction.

- January 22, 2025 - City issued a mass grading permit for Buc-ee's Way and utilities.
- February 26–28, 2025 - Local and regional media reported that initial grading and roadway work had begun.

Buc-ee's submitted additional permits throughout the year:

- March 3 - Tree Removal Permit
- March 18 - Zoning Verification Permit
- April 16 - Site Development Permit

- April 30 - Tree Removal Permit
- July 17 - Right-of-Way Permit

Zoning actions resurfaced in mid-2025. A rezoning request for an accessory parking lot was scheduled for July 7, 2025, but postponed. After sending out public hearing notifications, and prior to the July 7th meeting, staff discovered the previous zoning error made in 2021. City officials confirmed with the City Attorney and clarified that the required zoning action is ratification to align UDC zoning maps with the Council's 2020 approvals.

Public hearings were rescheduled:

- September 8, 2025 - Planning & Zoning Commission to consider ratification.
- September 23, 2025 - City Council scheduled for first reading of the ordinance.

Summary

The Buc-ee's project timeline demonstrates a decade-long process shaped by interagency coordination, evolving City codes, and community dialogue. From initial incentives in 2016 to infrastructure construction in 2025, the project reflects both the challenges of managing large-scale development and the City's commitment to documenting each milestone through transparent public processes.

Next Steps and Monitoring

As of August 2025, two major milestones remain before the Buc-ee's project can transition from infrastructure preparation into full construction.

Accessory Parking Lot Zoning

The eastern portion of the TxDOT surplus tract, which Buc-ee's owns and now intends to use for accessory parking, is undergoing procedural zoning ratification. The Planning and Zoning Commission is scheduled to hold a public hearing and consider the application on September 8, 2025. Should the Commission recommend approval, the City Council will then consider the zoning ordinance on first reading at its September 23, 2025 meeting, with final action to follow.

It is important to note that this accessory parking lot is a standalone parcel, legally and procedurally distinct from the primary Buc-ee's fueling station site. Its zoning and permitting process are independent, and progress on the parking lot does not govern or control progress on the fueling center project.

Vertical Construction Permits

On the fueling station tract, grading, roadway, and utility relocation work has advanced; however, Buc-ee's has not yet received approval for vertical construction. Before the company may proceed with building its main facility or installing fuel systems, it must secure additional permits — most notably, a building permit and fuel-system permits. These approvals are contingent upon successful completion of plan reviews, resolution of outstanding Traffic Impact Analysis comments, and confirmation of compliance with City ordinances applicable under the project's vested rights.

Monitoring and Transparency

City staff will continue monitoring compliance with the 2016 Economic Development Agreement and subsequent approvals. Progress updates will be documented through formal permit reviews, staff reports, and public meetings of the Planning and Zoning Commission and City Council. This approach ensures that both elected officials and the community remain informed at each milestone in the project's advancement.

Conclusion and Acknowledgments

The Buc-ee's project has unfolded over nearly a decade of planning, negotiations, regulatory reviews, and public debate. It stands as one of the more complex development efforts in Boerne's recent history — requiring coordination across multiple agencies, governing bodies, and community stakeholders.

From its inception in 2015 through the present, the project has reflected both the promise of economic growth and the challenges of managing development within a community that treasures its character and quality of life. The City has consistently applied its ordinances, required mitigation where impacts were identified, and worked within the framework of state law governing vested rights and zoning procedures. While disagreements remain, the City's goal is to ensure that decisions are grounded in fact, transparency, and accountability.

This document provides a technical, fact-based record of the project to date. It is not intended to advocate for or against the development, but rather to establish a clear historical account—one that can guide current and future decision-making, foster informed public dialogue, and serve as a reference for community leaders and residents alike.

As the project moves forward, additional updates will be necessary. The accessory parking lot zoning ratification, pending permit approvals for vertical construction, and completion of outstanding infrastructure work will each mark important milestones. The City remains committed to documenting these developments publicly and ensuring that both elected officials and the community remain informed at each step.

Acknowledgments

The preparation of this white paper would not have been possible without the extensive efforts of City staff across multiple departments. Their work included combing through archived records, reviewing meeting minutes, verifying technical data, and providing subject matter expertise. Special thanks are extended to:

- Planning and Zoning Department – for research into zoning history, permitting, and procedural compliance.
- Engineering and Mobility Office – for detailed documentation of traffic impact analyses, roadway planning, and technical reviews.
- Utilities Department – for reconstructing the chronology of water, sewer, gas, and electric infrastructure coordination.
- Boerne Kendall County Economic Development Corporation – for their work in assembling and clarifying the terms and history of the 2016 Economic Development Agreement.
- City Secretary's Office – for maintaining and providing access to public records, minutes, and resolutions.
- Legal Counsel – for guidance on zoning law, vested rights, and contract interpretation.

Finally, acknowledgment is due to the many staff members — past and present — who worked long hours, often behind the scenes, to gather records, review old files, and provide input for this document. Their diligence and professionalism are a testament to the City's commitment to transparency and accountability.

Zoning District Comparison				
	B-2 <i>Highway Commercial</i>	C2 <i>Transitional Commercial</i>	C3 <i>Community Commercial</i>	C4 <i>Regional Commercial</i>
<i>Purpose and Applicability</i>	<p>The B-2 districts are located along principal arterial streets, adjacent to other non-residential districts. They are areas suitable for general retail trade and a wide variety of other commercial uses. The district regulations are designed to encourage these uses, while also protecting the abutting and nearby areas.</p> <p>This district is applicable in areas where large scale and regional businesses are appropriate, and where the impacts on other more walkable development patterns can be minimized, both in terms of physical design and in terms of uses that have a regional draw. Therefore, it should be limited in application to areas with good highway access, and away from areas where smaller-scale, and neighborhood-oriented businesses are desired.</p>	<p>Transitional commercial is intended to serve as a transition between lower and higher intensity commercial properties. It is also intended to serve as a transition between neighborhoods and high intensity commercial uses. Building sizes may vary, but building height is to be in keeping with nearby neighborhoods. Properties zoned transitional commercial might have high peak hour trip generation, but their daily overall trip generation should not be high. Transitional commercial properties should be characterized by pedestrian-oriented design.</p>	<p>The community commercial category is to accommodate commercial uses that have a lower transportation demand and footprint than regional commercial, but a higher transportation demand and footprint than transitional commercial. Commercial properties along arterials of the city other than Interstate 10, such as US Highway 87 and State Highway 46, should generally be designated as community commercial, unless adjoining a neighborhood.</p>	<p>The regional commercial category is intended for commercial areas along Interstate 10, where traffic levels are high, and the thoroughfare system can accommodate higher trip generation. It is intended for commercial uses that serve the larger region, with generally larger building footprints and increased parking demand.</p>
<i>Uses</i> <i>*Italics = SUP</i>	office, <i>business park</i> , convenience store/gas station fronting IH-10, auto sales, parts and service, restaurants, retail, shopping center, car wash,	Office, <i>auto parts and service</i> , convenience store, restaurants, retail, <i>thrift store</i> , animal boarding, <i>commercial recreation</i> ,	Office, <i>auto sales</i> , auto parts and service, convenience store, restaurants, retail, <i>shopping mall</i> , <i>truck stop</i> , car wash, commercial recreation,	Office, <i>auto sales</i> , auto parts and service, convenience store, restaurants, retail, <i>shopping mall</i> , <i>truck stop</i> ,

	gym's, hotel/motel, theater, manufacturing, mini-warehouse, <i>wholesale</i> , etc.	gym, restaurants, <i>movie theater</i> , etc.	gym, <i>hotel/motel, hospital, movie theater</i>	<i>warehouse retail, car wash, commercial recreation, gym, hotel motel, hospital, movie theater</i>
<i>Minimum Lot Area</i>	10,000 square feet	N/A	N/A	N/A
<i>Building Height</i>	75'	30 ft*	40 ft	75 ft
<i>FY Setback</i>	0-20 ft	10 ft	0 ft	20 ft
<i>RY Setback</i>	0 ft	20 ft	20 ft	20 ft
<i>SY Setback</i>	5 ft	5 ft	5 ft	20 ft
<i>Residential Setback</i>	N/A	20 ft	20 ft	50 ft
<i>Impervious Coverage</i>	85%	80%	85%	85%

The 2019 Zoning Code can be found [here](#).

The current UDC can be found [here](#).



AGENDA ITEM SUMMARY

Agenda Date	January 13, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R02; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND BOERNE KENDALL COUNTY ECONOMIC DEVELOPMENT CORPORATION.
Contact Person	Kristy Stark, Assistant City Manager
Background Information	<p>Up for consideration is the 2026 agreement between the City of Boerne and the Boerne Kendall County Economic Development Corporation (BKCEDC). Agreements between the City and BKCEDC date back to 2006 and have historically supported the City's economic development objectives through a public-private partnership model.</p> <p>City staff has worked collaboratively with BKCEDC leadership to update the agreement to better align with the City's adopted strategic plans, managed growth philosophy, and community priorities identified through recent citizen survey results, the Rolling 10-year Master Plan, and the adopted Incentives Policy. The revised agreement clarifies roles, strengthens accountability, and emphasizes enhanced performance measures that support quality economic development consistent with City goals.</p> <p>The agreement is for one calendar year, effective January 13, 2026, with the option for annual renewal by mutual written agreement. Compensation for 2026 is \$80,000, paid in two installments per year.</p>
	Key Highlights of the Agreement <ul style="list-style-type: none">Continues a long-standing partnership between the City and BKCEDC that has been in place since 2006.Refines BKCEDC's role as a facilitator and connector, ensuring alignment with the City's zoning, regulatory framework, master plans, and managed growth philosophy.Adds enhanced performance measures, including conducting and sharing retail and market studies to help identify targeted industries and potential businesses compatible with the City's priorities.

	<ul style="list-style-type: none"> • Emphasizes collaboration with the City to connect appropriate businesses with suitable properties. • Maintains a strong focus on business retention and expansion (BRE) as a key economic development objective. • Requires regular reporting, including monthly updates to City staff and annual reporting to City Council. • Reinforces transparency through financial reporting and clarifies governance and City representation on the BKCEDC Board. <p>Approval of this agreement will allow the City to continue leveraging BKCEDC's regional expertise and resources while ensuring economic development efforts remain aligned with City Council priorities and community expectations.</p>
Strategic Alignment	B1 – Utilizing data to drive smart decision making. B2 – Advancing master plan recommendations. C3 – Collaborating with community partners to enhance quality of life. F3 – Maintaining a balanced and diversified economy.
Financial Considerations	\$80,000 annually split out into two installments.
Citizen Input/Board Review	N/A
Legal Review	Legal has reviewed this contract
Alternative Options	
Supporting Documents	Resolution No. 2026-R02 Boerne Kendall County Economic Development Agreement.

RESOLUTION NO. 2026-R02

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
MANAGE AN AMENDED AGREEMENT BETWEEN THE CITY OF BOERNE
AND BOERNE KENDALL COUNTY ECONOMIC DEVELOPMENT
CORPORATION**

WHEREAS, the Boerne Kendall County Economic Development Corporation is an entity whose mission is to promote desirable economic development that will support and enhance the quality of life in Kendall County and the City of Boerne; and

WHEREAS, the City of Boerne previously authorized an agreement with the Boerne Kendall County Economic Development Corporation in an amount not to exceed \$75,000.00 per calendar year, and the City Council now desires to amend said agreement to increase the authorized amount to \$80,000.00 per calendar year; and

WHEREAS, the City of Boerne finds it in the best interest of the public to enter into an agreement with Boerne Kendall County Economic Development Corporation.

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

that the City Council hereby authorizes the City Manager to enter into and manage an agreement with Boerne Kendall County Economic Development Corporation for an amount not to exceed \$80,000.00 per calendar year.

PASSED, APPROVED and ADOPTED on this the ___ day of January, 2026.

APPROVED:

Mayor

ATTEST:

City Secretary

**CITY OF BOERNE AND BOERNE KENDALL COUNTY ECONOMIC
DEVELOPMENT CORPORATION AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF KENDALL §

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made effective the 13th day of January, 2026, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, and the BOERNE KENDALL COUNTY ECONOMIC DEVELOPMENT CORPORATION ("BKCEDC"), an independent 501(c)(6) nonprofit organization (collectively referred to as the "Parties"). The purpose of this Agreement is to establish a collaborative partnership that enhances the strategic goals of the City by leveraging BKCEDC's unique role in economic development while maintaining alignment with the City's managed growth philosophy and master plans.

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

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

WHEREAS, the BKCEDC's mission is to foster economic growth, diversification, and community resilience in Kendall County and the City of Boerne; and

WHEREAS, the City's strategic goals emphasize quality development, managed growth, and alignment with the City's master plans and community values;

WHEREAS, the City recognizes BKCEDC as a valuable resource for marketing, information dissemination, and initial project introductions within the region; and

WHEREAS, the City and BKCEDC agree that their roles should complement, not compete, in promoting economic development.

WHEREAS, the BKCEDC is a Public/Private Partnership sponsored by the County of Kendall, City of Boerne and private investors whose purpose will be enhanced by public funds; and

WHEREAS, the City Council has found and determined that the above mission, goals, projects and functions of the BKCEDC accomplish a valuable and important public purpose for the citizens of Boerne and surrounding areas.

NOW THEREFORE:

The parties hereto agree as follows:

1. **PURPOSE AND SCOPE:** This Agreement defines the collaborative role of the BKCEDC in supporting the City's economic development strategy, focusing on:
 - a. Providing market insights and demographic data aligned with the City's goals.
 - b. Facilitating introductions to potential business projects that align with the City's master plan.
 - c. Marketing the City of Boerne as a destination for quality businesses in identified target industries.
 - d. Enhancing collaboration between private stakeholders and public entities to ensure alignment with Boerne's strategic priorities.
2. **STRATEGIC COLLABORATION AND ROLE OF BKCEDC**
 - a. **Facilitator Role:**
 - i. BKCEDC shall serve as a connector and facilitator, introducing prospective businesses and projects to the City and ensuring alignment with the City's zoning,

regulatory requirements, and master plan priorities before transitioning responsibility to the City.

- ii. BKCEDC will not engage in negotiations for projects or lobby against City development regulations on behalf of others but will provide necessary data and context to support the City's decision-making processes.

b. **Industry-Specific Focus:**

- i. BKCEDC marketing and recruitment efforts shall prioritize industries outlined in the City's economic development master plan, including but not limited to: biosciences, advanced technology, small-medium corporate headquarters, and agriculture-tech.
- ii. BKCEDC shall avoid efforts that conflict with the City's managed-growth philosophy or exacerbate infrastructure stress.

c. **Infrastructure Alignment:**

- i. BKCEDC shall collaborate with the City to ensure all recruitment efforts consider the impact on City infrastructure and services, including transportation, utilities, and public safety.
- ii. BKCEDC marketing and project facilitation strategies will emphasize projects that enhance sustainability, livability, and long-term resilience in Boerne.

3. **REPORTING AND ACCOUNTABILITY**

- a. **Monthly Updates:** BKCEDC will provide informal monthly updates to the City Manager's office, focusing on marketing activities, regional trends, and potential project introductions.
- b. **Annual Presentation:** BKCEDC may present an annual report to the City Council

summarizing marketing efforts, data collection, notable introductions made on behalf of the City, and infrastructure considerations related to recruitment activities.

- c. **Financial Reporting:** BKCEDC will submit quarterly financial statements to the City Manager for transparency in how City funds are utilized

4. FUNDING AND COMPENSATION

- a. **Annual Funding:** The City agrees to provide an annual contribution of \$80,000, payable in two installments, to support BKCEDC's operational and marketing efforts.
- b. **Additional Requests:** Additional funding requests may be considered by the City for specific marketing campaigns or studies that align directly with the City's priorities, subject to separate approval.
- c. **Future Obligations:** The City's execution of this Agreement does not bind future City Councils to allocate or appropriate funds. All payments under this Agreement are subject to annual budgetary approval and the availability of funds. If, for any reason, funds are not appropriated or available in any fiscal year, the City has no obligation to make payments to the BKCEDC, and this Agreement shall terminate without further liability to the City.

5. GOVERNANCE AND REPRESENTATION

- a. **City Representation:**
 - i. The City Manager or their designee shall serve as a voting member of the BKCEDC Board of Directors and participate in Executive Committee meetings.
 - ii. An elected official from the City Council shall serve as a voting member of the BKCEDC Board of Directors.
 - iii. The Mayor shall serve as an ex officio member of the BKCEDC Board of

Directors and the Executive Committee. The ex officio position shall have no voting authority.

b. City Priorities:

- i. BKCEDC shall align its initiatives with the City's master plan and strategic goals as communicated by the City Manager or City Council.

6. TERM AND RENEWAL

This Agreement shall be effective as of January 13, 2026, and shall remain in effect for one calendar year. It may be renewed annually upon mutual written agreement. Either party may terminate this Agreement with 60 days' written notice.

7. NOTIFICATION

Any notice relative to this Agreement shall be effective when hand-delivered or deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to: City of Boerne: City Manager, 447 N. Main St, Boerne, Texas 78006; BKCEDC: President, 1221 S. Main, Ste 100, Boerne, Texas 78006.

8. ASSIGNMENT

No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

9. AUTHORITY

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

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

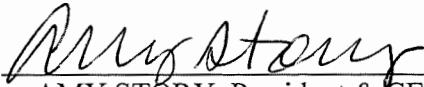
CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:

LORI CARROLL
City Secretary

**BOERNE KENDALL COUNTY
ECONOMIC DEVELOPMENT
CORPORATION**

BY: 
AMY STORY, President & CEO

ATTEST:

BY: _____