

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
FEBRUARY 24, 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

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

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

2. CONFLICTS OF INTEREST

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

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

- A. [2026-040](#) CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF JANUARY 27, 2026 AND THE MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING OF FEBRUARY 10, 2026 (WINTER WORKSHOP)

Attachments: [Minutes.26.0127](#)
[Minutes.26.0210 winter workshop](#)

- B. [2026-049](#) RECEIVE AND CONSIDER CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE GENERAL ELECTION OF MAY 2, 2026.
- Attachments:** [AIS cert of unopposed candidates](#)
[Cert of Unopposed Candidates](#)
- C. [2026-050](#) CONSIDER AN ORDER OF CANCELLATION FOR THE GENERAL ELECTION FOR CITY COUNCIL MEMBER DISTRICTS 1 AND 3.
- Attachments:** [AIS - Order of cancel election](#)
[ORDER OF CANCELLATION](#)
- D. [2026-037](#) CONSIDER RESOLUTION NO. 2026-R09; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND KENDALL COUNTY FOR FIRE PROTECTION SERVICES.
- Attachments:** [AIS - COB and Kendall County ILA Fire Services 2025-26](#)
[Resolution No. 2026-R09](#)
[Interlocal Agreement for Fire Protection Services Boerne VFD](#)
- E. [2025-563](#) CONSIDER RESOLUTION NO. 2026-R10; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) THROUGH A LOCAL ON-SYSTEM AGREEMENT (LOSA) FOR THE INSTALLATION OF ROAD NAME SIGNAGE ON TRAFFIC SIGNALS ON STATE-MAINTAINED ROADWAYS WITHIN THE CITY LIMITS.
- Attachments:** [AIS -TxDOT LOSA](#)
[Resolution No. 2026-R10](#)
[LOSA Agreement](#)

- F. [2026-036](#) CONSIDER RESOLUTION NO. 2026-R11; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND CITY OF POST TO ALLOW THE SHARING AND USE OF COMPETITIVELY PROCURED CONTRACTS IN ACCORDANCE WITH CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

Attachments: [AIS -Post Interlocal](#)
[Resolution No. 2026-R11](#)
[Interlocal - City of Post](#)

- G. [2026-038](#) CONSIDER RESOLUTION NO. 2026-R12; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE SUBMISSION OF A CRIMINAL JUSTICE GRANT PROGRAM FISCAL YEAR 2027 APPLICATION TO THE OFFICE OF THE GOVERNOR FOR FUNDING FROM THE RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM (BAGP). (Grant #5841101)

Attachments: [AIS Body Armor Grant 2026](#)
[Resolution No. 2026-R12](#)
[Patrol Plates](#)
[Felx-Carrier-308U-Hero-Web-2048x1357 Plates](#)
[2025_CEO-LE_Cert-Assurances_Form-Blank](#)

- H. [2026-044](#) CONSIDER RESOLUTION NO. 2026-R13; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECTURAL SERVICES CONTRACT BETWEEN THE CITY OF BOERNE AND HOEFER WELKER, LLC FOR THE BOERNE POLICE DEPARTMENT ANIMAL SHELTER PROJECT FOR AN AMOUNT NOT TO EXCEED \$47,500.

Attachments: [AIS Animal Shelter Construction](#)
[Resolution No. 2026-R13](#)
[260202-2258131 B101BoerneAnimalShelter-Final](#)

- I. [2026-045](#) CONSIDER RESOLUTION NO. 2026-R14; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECTURAL SERVICES CONTRACT BETWEEN THE CITY OF BOERNE AND HOFER WELKER, LLC FOR THE BOERNE POLICE DEPARTMENT DISPATCH PROJECT FOR AN AMOUNT NOT TO EXCEED \$51,500.

Attachments: [AIS Dispatch Construction](#)
[Resolution No. 2026-R14](#)
[260217-2258041 B101PDDispatch-Final-rev](#)

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2026-041](#) RECEIVE THE BOERNE POLICE DEPARTMENT 2025 ANNUAL REPORT AND THE ANNUAL REPORT ON RACIAL PROFILING.

Attachments: [AIS - Racial Profiling and Annual Report 2025](#)
[2025 Racial Profiling Report](#)
[2025 TCOLE Racial Profiling Analysis Report](#)

- B. [2026-006](#) RECEIVE THE FIRST QUARTER FINANCIAL AND INVESTMENT REPORT FOR THE PERIOD ENDED DECEMBER 31, 2025.

Attachments: [AIS - December 2025 Qtrly Report](#)
[QUARTERLY FINANCIAL AND INVESTMENT REPORT - DEC 2025](#)

6. RESOLUTIONS:

- A. [2026-027](#) CONSIDER RESOLUTION NO. 2026-R15; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, FOR THE REIMBURSEMENT OF THE SUGGS CREEK SEWER MAIN EXTENSION TO BUC-EE'S LTD, FOR AN AMOUNT NOT TO EXCEED \$600,000.

Attachments: [AIS Suggs Creek Sewer Reimbursement](#)
[Resolution No. 2026-R15](#)
[Suggs Sewer Extension - Bid Rec Letter - 20260218](#)

7. OTHER:

- A. [2026-033](#) PRESENTATION AND DISCUSSION REGARDING THE PROGRESS OF THE NORTHSIDE COMMUNITY PARK PROJECT, INCLUDING UPDATES ON THE SPLASHPAD AND PLAYGROUND RENDERINGS, AND OTHER RELATED PARK IMPROVEMENTS.

Attachments: [AIS Splashpad and Playground Update Northside Community Park](#)

8. CITY MANAGER'S REPORT:

- A. [2026-035](#) RECOGNITION OF THE PATRICK HEATH PUBLIC LIBRARY FOR RECEIVING THE 2025 ACHIEVEMENT OF LIBRARY EXCELLENCE AWARD FROM THE TEXAS MUNICIPAL LIBRARY DIRECTOR'S ASSOCIATION (TMLDA).

Attachments: [AIS Form TMLDA Award](#)

- B. [2026-042](#) RECOGNITION OF THE FINANCE DEPARTMENT FOR RECEIVING CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR FISCAL YEAR 2023-2024.

Attachments: [AIS - GFOA presentation to council](#)
[5 - Certificate](#)
[Announcement of Award](#)
[6 - Press Release](#)

- C. [2025-657](#) MONTHLY PROJECTS UPDATE.

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

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

- A. [2026-048](#) SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY; LITIGATION LAURA HANING V. CITY OF BOERNE CAUSE NO. 24-622 A LAWSUIT PENDING IN THE 451st JUDICIAL DISTRICT.

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

12. ADJOURNMENT

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the 18 day of
February, 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
JANUARY 27, 2026 – 6:00 PM

Minutes of the Regular Called City Council Meeting of January 27, 2026.

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, Ryan Bass, Jeff Carroll, Lori Carroll, Nathan Crane, Maria Garcia, Bria Jackson, Lissette Jimenez, Mick McKamie, Terry Nolan, Mike Raute, Misti Rains, Kristy Stark, Andrew Wilkinson, Chastity Valdes, and Danny Zincke.

Registered/Recognized Guests: Nelia Zapata, Dana Mathes, Kel Hoffman, and Heather Bateman.

1. CALL TO ORDER – 6:00 PM

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

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

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. PUBLIC COMMENTS:

Dana Mathes, 164 Creek Springs spoke regarding the agenda item related to

the Buc-ee's development.

4. CONSENT AGENDA:

Council Member Macaluso asked that Consent Agenda item 4.C. be removed from the Consent Agenda and considered separately.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE ITEMS 4.A, 4.B., 4.D. AND 4.E. AS PRESENTED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

A. CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF JANUARY 13, 2026.

THE MINUTES WERE APPROVED.

B. CONSIDER RESOLUTION NO. 2026-R03; A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT WITH MAGUIRE IRON, INC. FOR THE REPLACEMENT OF THE ESPERANZA ELEVATED RECLAIMED WATER TANK RISER PIPE FOR AN AMOUNT NOT TO EXCEED \$116,300.

THE RESOLUTION WAS APPROVED.

D. CONSIDER ON SECOND 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.

THE ORDINANCE WAS APPROVED.

E. CONSIDER THE MAYORAL APPOINTMENTS TO THE BOERNE PUBLIC LIBRARY ADVISORY BOARD AND TO THE ZONING BOARD OF ADJUSTMENTS AND APPEALS.

THE MAYORAL APPOINTMENTS WERE APPROVED.

C. CONSIDER RESOLUTION NO. 2026-R04; A RESOLUTION AMENDING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE AND BUC-EE'S.

Council Member Macaluso addressed concerns raised during public comments regarding the Buc-ee's project. Discussion included back-and-forth clarification on exhibits, alternative fencing options, city property ownership considerations, and TxDOT's standard process for signage. Staff noted that any signage located on the property will require a permit, and that TxDOT signage is estimated to take approximately nine months for completion.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2026-R04; A RESOLUTION AMENDING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE AND BUC-EE'S. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

REGULAR AGENDA:

5. RESOLUTIONS:

A. CONSIDER RESOLUTION NO. 2026-R05; A RESOLUTION RESCINDING RESOLUTION NO. 2026-R01, CORRECTING THE OFFICIALS TO BE ELECTED, AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026. (Considerar la resolución número 2026-r05; una resolución que rescinde la resolución

número 2026-r01, corrige a los funcionarios a ser elegidos y establece los procedimientos para la elección general del 2 de mayo de 2026.)

Mayor Ritchie called on Lori Carroll, City Secretary, who explained that the resolution approved by City Council at the January 10 meeting calling for the election contained a clerical error that was discovered after the meeting. Resolution 2026-R05 corrects the error.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BATEMAN, TO APPROVE RESOLUTION NO. 2026-R05; A RESOLUTION RESCINDING RESOLUTION NO. 2026-R01, CORRECTING THE OFFICIALS TO BE ELECTED, AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026. (CONSIDERAR LA RESOLUCIÓN NÚMERO 2026-R05; UNA RESOLUCIÓN QUE RESCINDE LA RESOLUCIÓN NÚMERO 2026-R01, CORRIGE A LOS FUNCIONARIOS A SER ELEGIDOS Y ESTABLECE LOS PROCEDIMIENTOS PARA LA ELECCIÓN GENERAL DEL 2 DE MAYO DE 2026.). 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 RESOLUTION NO. 2026-R06; A RESOLUTION AUTHORIZING THE SUBMITTAL OF GRANTS TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) UNDER THE RECREATIONAL TRAILS GRANT PROGRAM AND DESIGNATING THE CITY'S PARKS & RECREATION DIRECTOR AS THE AUTHORIZED REPRESENTATIVE FOR THE GRANT PROGRAMS.

Mayor Ritchie called on Lissette Jimenez, Parks and Recreation Director, who explained that, in order to apply for a trails grant, she must be designated as the City's authorized representative for the grant. If awarded, the grant would fund 80 percent of the project, with the City responsible for the remaining 20 percent. Grant funds, if awarded, would be used for the pedestrian bridge on Old No. 9.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MICKELSEN, TO APPROVE RESOLUTION NO. 2026-R06; A RESOLUTION AUTHORIZING THE SUBMITTAL OF GRANTS TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) UNDER THE RECREATIONAL TRAILS GRANT PROGRAM AND DESIGNATING THE CITY'S PARKS & RECREATION DIRECTOR AS THE AUTHORIZED REPRESENTATIVE FOR THE GRANT PROGRAMS. 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

C. CONSIDER RESOLUTION NO. 2026-R07; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 1.098 ACRES LOCATED IN THE M.I. LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND BEING THAT CALLED LOT 2, BLOCK 1, OF WOODLANDS SUBDIVISION AS RECORDED IN VOLUME 5, PAGE 222, PLAT RECORDS OF KENDALL COUNTY, TEXAS. (134 Medical)

Mayor Ritchie called on Jeff Carroll, Engineering and Mobility Director to discuss the proposed purchase of property on Medical Drive. Mr. Carroll displayed a map showing the location of the property and noted the proposed purchase price of \$215,000, plus associated costs. The property could be used for future trail connections, passive park or open space projects and floodplain improvements that could help lessen localized flooding nearby.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE RESOLUTION NO. 2026-R07; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 1.098 ACRES LOCATED IN THE M.I. LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND BEING THAT CALLED LOT 2, BLOCK 1, OF WOODLANDS SUBDIVISION AS RECORDED IN VOLUME 5, PAGE 222, PLAT RECORDS OF KENDALL COUNTY, TEXAS. (134 MEDICAL). 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

D. CONSIDER RESOLUTION NO. 2026-R08; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, SUPPORTING THE KENDALL COUNTY APPRAISAL DISTRICT BUILDING EXPANSION PROJECT LOCATED AT 118 MARKET AVENUE, BOERNE, TEXAS.

Mayor Ritchie called on City Manager Ben Thatcher to provide information regarding the item concerning consideration of support for the expansion of the Kendall Appraisal District building. Mr. Thatcher explained that the facility was constructed approximately 15 years ago and that an increase in property tax protests has created the need to expand the building. He noted that a majority of the taxing entities must adopt resolutions of support for the project. The City's estimated portion of the cost would be approximately \$11,000 to \$12,000 annually. City Manager Thatcher also provided an overview of the proposed project.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY COUNCIL MEMBER MICKELSEN, TO APPROVE RESOLUTION NO. 2026-R08; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, SUPPORTING THE KENDALL COUNTY APPRAISAL DISTRICT BUILDING EXPANSION PROJECT LOCATED AT 118 MARKET AVENUE, BOERNE, TEXAS. 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. CITY MANAGER'S REPORT:

A. MONTHLY PROJECTS UPDATE.

City Manager Thatcher provided an update on various city projects.

He also expressed appreciation to all city staff and community partners for their efforts during the recent weather event.

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

Council Member Macaluso stated that he feels the public at times takes city staff for granted. He noted that there were no significant issues during the recent severe weather event. He expressed appreciation to the citizens who voiced their input regarding the Buc-ee’s project and also thanked Buc-ee’s for working cooperatively with the City.

Mayor Ritchie offered kudos to city staff and residents for their efforts during the weather event and also commended Buc-ee’s for its cooperation with the City.

8. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 6:31 p.m.

Approved:

Mayor

Attest:

City Secretary

MINUTES
SPECIAL CALLED CITY COUNCIL MEETING
CITY COUNCIL WINTER WORKSHOP
STAFF TRAINING ROOM – 1st FLOOR
447 North Main Street
Boerne, TX 78006
FEBRUARY 10, 2026 – 6:00 PM

Minutes of the Special Called City Council Meeting, Winter Workshop of February 10, 2026.

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, Mike Brinkmann, Sarah Buckelew, Jeff Carroll, Lori Carroll, Manny Casarez, Nathan Crane, Susan Finch, Nick Montagno, Terry Nolan, Steve Perez, Mike Raute, Natalie Shults, Chris Shadrock, Larry Woods, and Danny Zincke.

Recognized/Registered Guests: Milan Michalec and Heather Bateman

1. CALL TO ORDER – 6:00 PM

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

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

2. PUBLIC COMMENTS:

No comments were received.

3. WELCOME AND WORKSHOP OBJECTIVES

Mayor Ritchie called on City Manager Thatcher. City Manager Thatcher emphasized the importance of discussing strategic policy priorities and key initiatives, noting that the workshop provides Council with the opportunity to offer direction that will guide staff operations and planning throughout the fiscal year. He stated that the workshop marks the official start of the City's annual budget development process, with Director Buckelew presenting an overview of the proposed budget calendar and outlining major strategic milestones for the upcoming year. Director Carroll will also provide brief updates regarding ongoing traffic and pedestrian safety planning efforts.

4. DISCUSSION: LEVERAGING SS4A GRANT FUNDING TO ADVANCE PEDESTRIAN AND TRAFFIC SAFETY PLANS

Director Jeff Carroll provided an update on the City's participation in the Safe Streets for All (SS4A) federal grant program. The City is entering its fifth year in the program and is currently in the planning and implementation phase under an awarded planning grant. A key component of the grant is the development of a comprehensive Safety Action Plan. The process began in April 2023. The City applied for the planning grant in March 2024 and was officially awarded funding in December 2024. As part of the effort to improve overall safety-particularly in the downtown area-all crash reports from 2020 through 2024 were analyzed. During that period, 2,342 crashes were reported, including 36 fatal and serious injury crashes, and 24 pedestrian/ike related total crashes. The data analysis identified several trends and contributing factors:

49% of crashes occurred at intersections.

80% occurred on TxDOT roadways.

1% involved bicyclists or pedestrians.

"High-Injury" network, a geospatial identification of higher-risk areas, a way to prioritize projects and future improvements, 73% of crashes occurred on just 15% of this roadway network. There were 1,721 crashes within the last five years which were located on the High-Injury Network.

Director Carroll outlined the extensive community engagement conducted as

part of the planning process, including Safety Task Force meetings, community pop-up events, a public survey, and Intersection Safety Assessments. The City has also launched an online Boerne Safety Dashboard to provide public access to crash data and mapping tools. Pedestrian-related crashes within the downtown area were mapped to identify concentration areas and guide mitigation strategies. He discussed strategies related to parking management, downtown operations, and safety improvements, as well as targeted recommendations for intersection projects, corridor projects, and systemic safety improvements. Proposed countermeasures address intersection safety, roadway and lane departure incidents, and pedestrian/bicyclist safety enhancements.

Next steps include presenting a draft Safety Action Plan to Council on March 10, followed by consideration of a resolution in May. Upon adoption, the plan will be published online. Discussion ensued regarding making projects shovel ready helps get grants, possibility of changing school start times to alleviate traffic, parking on Main Street, and providing additional ways for pedestrians to safely cross Main Street.

5. DISCUSSION: BUDGETING PROCESS PREVIEW – ANNUAL CALENDAR, STRATEGIC MILESTONES, AND UPCOMING COUNCIL WORKSHOPS

Director Buckelew discussed the deliberate and methodical approach staff utilizes in development of the City's annual budget. She reviewed the City's strategic management system and overall budget cycle, including framework components, statutory requirements, guiding principles, and the structured, disciplined process used to ensure fiscal responsibility and policy alignment. She also provided an overview of zero-based budgeting and how that methodology is being incorporated to evaluate departmental expenditures from the ground up, rather than relying solely on incremental increases. Key policy and financial considerations for the upcoming fiscal year may include: Potential implementation of an equipment replacement fund to formalize lifecycle planning and capital asset management; Possible debt issuances tied to Capital Improvement Projects; the opportunity to increase the City's contribution rate to the Texas Municipal Retirement System (TMRS) from 7% to 8%; and operational and maintenance impacts associated with opening a new park facility. Director Buckelew reviewed the proposed budget calendar and invited Council feedback regarding last year's budget process-specifically what

worked well and where improvements could be made. She also asked whether there are any particular policy priorities or considerations Council would like incorporated into this year's budget planning. Discussion followed regarding the effectiveness and value of the individual Council budget meetings scheduled for June and July, including how those discussions can best support transparency, collaboration, and strategic alignment prior to formal budget adoption.

6. DISCUSSION: COUNCIL STRATEGIC REFLECTION ON CITY PERFORMANCE, EMERGING ISSUES, AND FUTURE FOCUS AREAS

City Manager Thatcher led the City Council in a facilitated strategic reflection exercise designed to solicit input regarding the City's strengths, threats, challenges, and opportunities. The exercise was intended to inform future policy direction and organizational priorities. He stated that a comprehensive summary of the discussion, including key themes and findings, will be compiled and presented to the City Council at a future meeting.

7. DISCUSSION: STRATEGY MAP REVIEW AND STRATEGIC ALIGNMENT CHECK

City Manager Thatcher displayed a copy of the City's Strategy Map and encouraged Council Members to review it carefully. He asked that they take time to reflect on how effectively the Strategy Map is guiding the City's priorities and operations, and to provide feedback regarding its overall functionality, clarity, and alignment with Council goals. He also invited suggestions for revisions or improvements that could strengthen its usefulness as a strategic planning tool.

8. CLOSING & NEXT STEPS

City Manager Thatcher stated that the strategic matrix developed during the exercise will be formally transcribed and distributed to Council Members. He noted that the compiled matrix will serve as a reference document to help inform priorities and guide decision-making throughout the upcoming budget development process.

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

10. ADJOURNMENT

Approved:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	February 24, 2026
Requested Action	RECEIVE AND CONSIDER CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE GENERAL ELECTION OF MAY 2, 2026.
Contact Person	Lori A. Carroll, City Secretary
Background Information	<p>Since the deadline to file for a place on the General Election ballot lapsed on February 13, 2026, and no opposition was filed for Districts 1 and 3, the City may cancel the election for those two districts.</p> <p>When cancelling an election due to unopposed candidates, state statute requires the City Secretary to certify the candidates as unopposed. However, the City Council retains the authority to proceed with the election notwithstanding the candidates' unopposed status.</p>
Strategic Alignment	B1 Utilizing data to drive smart decision making. B3 Providing streamlined and efficient processes.
Financial Considerations	
Citizen Input/Board Review	
Legal Review	
Alternative Options	
Supporting Documents	Certification of Unopposed Candidates

CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER POLITICAL SUBDIVISIONS
(NOT COUNTY) CERTIFICACION DE CANDIDATOS UNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)

To: Presiding Office of Governing Body

Al: *President de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2026.

Como autoridad responsable de preparar la boleta oficial, por la presente certifico que los siguientes candidatos no tienen oposición para la elección al cargo para la elección programada para el 2 de mayo de 2026.

Office (Cargo):	Candidate Name (Candidato):
City Council Member District 1	Ty Wolosin
City Council Member District 3	Kyle Mickelsen

Lori A. Carroll
Signature (Firma)

LORI A. CARROLL
Printed name (Nombre en letra de molde)

CITY SECRETARY
Title (Puesto)

2/18/2026
Date of signing (Fecha de firma)





AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	February 24, 2026
Requested Action	CONSIDER AN ORDER OF CANCELLATION FOR THE GENERAL ELECTION FOR CITY COUNCIL MEMBER DISTRICTS 1 AND 3.
Contact Person	Lori A. Carroll, City Secretary
Background Information	<p>As certified by the City Secretary in the previous agenda item, the incumbents ran unopposed for election to office.</p> <p>Pursuant to the Texas Election Code, the City Council must approve an Order of Cancellation, and the Order must be posted on Election Day at each polling location that would have been used for the May 2, 2026 election.</p> <p>The Oath of Office will be administered at the regularly scheduled City Council meeting on May 12, 2026.</p>
Strategic Alignment	B1 utilizing data to drive smart decision making.
Financial Considerations	
Citizen Input/Board Review	
Legal Review	
Alternative Options	
Supporting Documents	Order of Cancellation

ORDER OF CANCELLATION
ORDEN DE CANCELACION

The City of Boerne hereby cancels the election scheduled to be held on May 2, 2026, in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

La City of Boerne por la presente cancela la eleccion que, de lo contrario, se hubiera celebrado el 2 de Mayo de 2026 de conformidad, con la Seccion 2.053(a) delCodigo de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos unicos y por lo presente quedan elegidos como se haya indicado a continuacion:

Candidate (<i>Candidato</i>)	Office Sought (<i>Cargo al que presenta candidatura</i>)
Ty Wolosin	Council Member District 1
Kyle Mickelsen	Council Member District 3

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Dia de las Elecciones se exhibira una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la eleccion.

Mayor (*Alcalde*)

City Secretary (*Secretario Adjunto de la Ciudad*)

(seal) (*sello*)

Date of Adoption (*Fecha de adopcion*)



AGENDA ITEM SUMMARY

Agenda Date	February 24, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R09; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND KENDALL COUNTY FOR FIRE SERVICES.
Contact Person	Manny Casarez
Background Information	<p>The state of Texas permits cities to provide services outside their jurisdiction through interlocal agreements. The City of Boerne and Kendall County have maintained an interlocal agreement for fire services since 2005. The agreement allows the City of Boerne to provide emergency fire services in the area designated as the Boerne Volunteer Fire Service Area, as indicated on the attached map. In exchange, Kendall County pays an agreed-upon cost for those services.</p> <p>Knowing that the current agreement, which established a fee of \$775,594.35 for 2024-2025, was expiring, staff began negotiations with Kendall County officials in June of 2024. The main goal of the discussions was to evaluate the agreed-upon cost-of-service methodology to be used going forward, which reflected the per-rata cost of service and would automatically adjust for inflation and growth.</p> <p>A per-call service cost was calculated by dividing the department's personnel cost (excluding the Fire Marshal's Office) by the calls for service. This calculation established a rate of \$1,153.62 cost per call. We then identified the number of calls by location. The results identified 404 calls within the ETJ and 521 outside the ETJ. This number excludes calls in WCID #2 and #3 since we have separate agreements with those developments. During negotiations, the City agreed to pay 20% of the cost for calls within the ETJ, and Kendall County would pay the remainder, including 100% for calls outside the ETJ. With 404 calls in the ETJ and 521 calls outside the ETJ, the cost of service was set at \$973,887.26; however, a 15% annual increase cap was agreed, resulting in a rate of \$891,933 for Fiscal Year 2025-2026. The remainder of the agreement remained substantially unchanged from previous iterations.</p> <p>The Kendall County Commissioners Court approved the agreement on</p>

	Monday, February 9, 2026.
Strategic Alignment <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	Safety and Security, Fiscal Excellence (B1, C3)
Financial Considerations	The revenue from this agreement (\$891,933) is calculated in the approved 2025/2026 City of Boerne Budget.
Citizen Input/Board Review	NA
Legal Review	The document was reviewed and approved by the City Attorney.
Alternative Options	Notify Kendall County of our intentions not to provide fire service in the designated areas of unincorporated Kendall County. Continue to negotiate terms with additional direction from City Council.
Supporting Documents	Resolution No. 2026-R09 Signed Interlocal Agreement with Exhibit A

RESOLUTION NO. 2026-R09

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 FIRE PROTECTION SERVICES

WHEREAS, the City of Boerne and Kendall County desire to provide fire protection services to the citizens of Kendall County; and

WHEREAS, the City of Boerne will provide firefighting services to a portion of Kendall County, as described in Exhibit A, twenty-four (24) hours per day, three hundred sixty-five (365) days per year; and

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

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

that the City Council hereby authorizes the City Manager to enter into and manage an agreement between the City of Boerne and Kendall County, Texas for fire protection services for a term beginning October 1, 2025, and ending on September 30, 2026.

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

APPROVED:

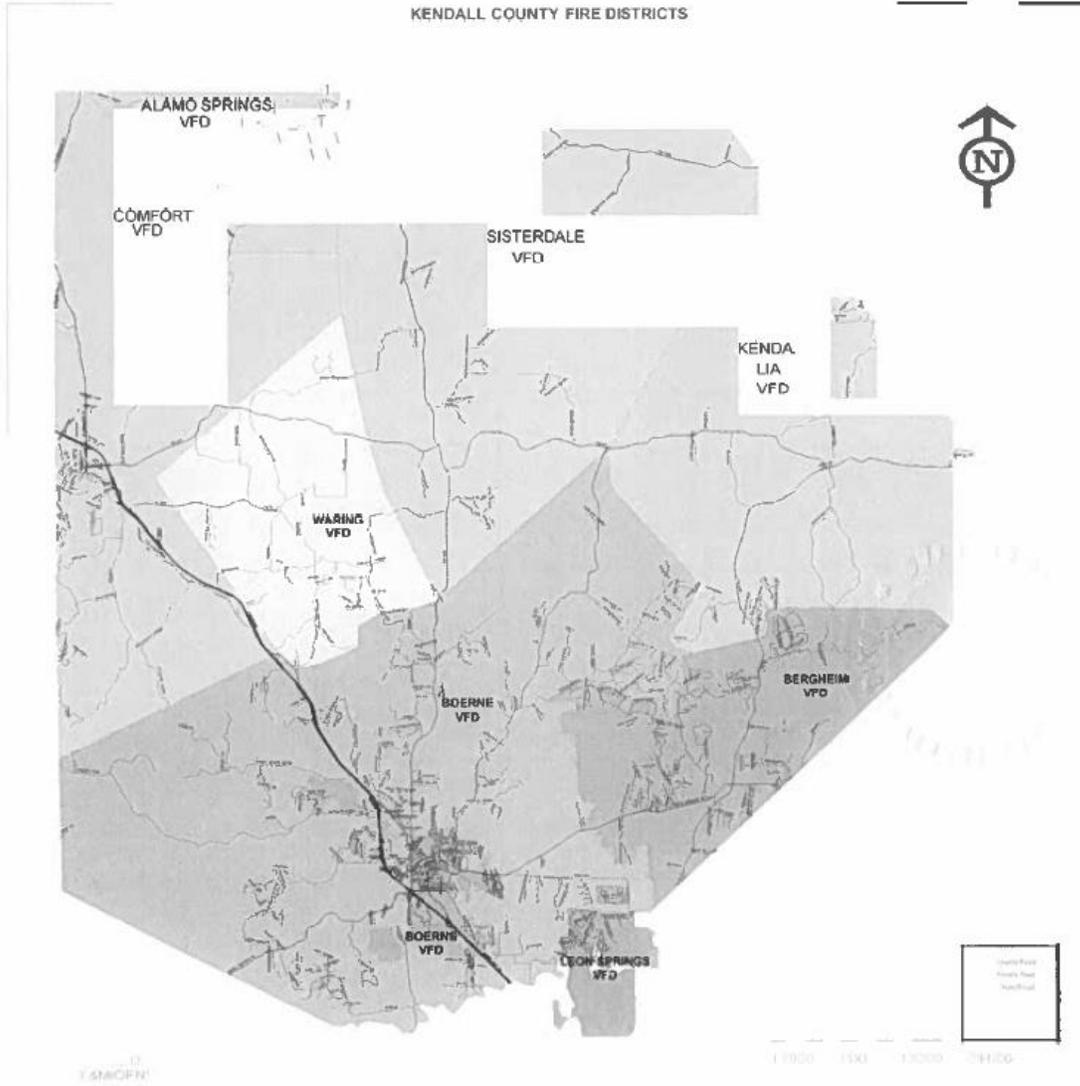
Mayor

ATTEST:

City Secretary

EXHIBIT "A"

KENDALL COUNTY FIRE DISTRICTS



INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

WHEREAS, in accordance with Tex. Loc. Gov't Code Ann. § 352.001(b), the City of Boerne and Kendall County desire to provide fire protection services to the citizens of Kendall County who reside inside the Boerne Volunteer Fire Department (BVFD) service area, but outside the corporate limits of the City of Boerne, in an area more particularly described in Exhibit A attached hereto and incorporated herein, hereinafter called the "incident response area"; and

WHEREAS, the City of Boerne, Kendall County, BVFD and Boerne Rural Fire Association (BRFA) desire to consolidate services and equipment to provide for improved fire protection and emergency services within the described incident response area

NOW, THEREFORE, be it resolved that the City of Boerne and Kendall County enter into this Inter-Local Agreement, and the parties agree as follows:

Section 1 Term

This agreement begins on October 1, 2025, and ends on September 30, 2026. It may be renewed by mutual orders or resolutions of the City Council and Commissioners Court for subsequent one-year terms beginning on October 1, 2026.

Section 2 Renewal/Cancellation

1. To initiate renewal of this agreement, early in the budget process during the months of April or May each year, City of Boerne representatives and Kendall County representatives shall meet and discuss the details of the interlocal agreement in order to develop a new contract. A verbal and mutual process and cost shall be developed for the new contract period.
2. The City of Boerne shall then renew by formal resolution of the City Council of the City of Boerne the agreement. A certified copy of said resolution shall then be forwarded to the County Judge of Kendall County on or before August 1, of the budget year preceding the renewal period for approval.
3. Either of the parties may cancel its participation in this agreement for cause by notifying the other party in writing at least 180 days prior to the effective date of the cancellation. All amounts due and owing to the City of Boerne pursuant to this agreement on the effective date of cancellation shall be paid by Kendall County within sixty (60) days of the receipt of any bill issued by the City of Boerne or the date of cancellation, whichever is later.

Section 3 Funding Requirements

1. Kendall County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

An order of the Commissioners Court of Kendall County which renews this Agreement shall be deemed to be a certification that the obligations incurred by renewal shall be payable out of current revenues and that Kendall County has or will set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

2. Except for developments that are under fire protection agreements with the City of Boerne, it is agreed that any further capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the incident response area outside Boerne City limits will be the responsibility of Kendall County unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Any future capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the City of Boerne response area will be the responsibility of the City of Boerne, unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Such capital improvements shall become the property of the entity paying for them.

Section 4 Duties of the City of Boerne

1. The City of Boerne will provide firefighting services to a portion of Kendall County, as described in Exhibit A, twenty-four (24) hours per day, three hundred sixty-five (365) days per year. In the case of multiple emergencies, resources will be assigned as determined by the Fire Chief or designee.

Section 5 Liability and Insurance

1. As provided in Texas Local Government Code Section 352.004, it is agreed and understood that the

action by any person or persons while fighting fires or providing emergency services, traveling to or from fires or emergency calls, or in any manner furnishing fire protection services to the residents of Kendall County outside the corporate limits of the City of Boerne shall be considered as the actions of agents of Kendall County in all respects. Notwithstanding such person or persons that may be regular employees or firefighters of said City.

2. It is further agreed that the City of Boerne shall not be held liable for the actions of any of its employees while engaged in fighting fires or making emergency calls outside the corporate limits of said City, unless those actions are the result of gross negligence or willful malfeasance of the City of Boerne or its employees.
3. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING LEGAL EXPENSES) OF EVERY KIND, ARISING OUT OF OR CONNECTED WITH THE MAKING OF ANY CALL BY CITY PERSONNEL OUTSIDE THE CORPORATE LIMITS OF THE CITY OF BOERNE.
4. The City of Boerne shall be responsible to provide Liability, Property and Worker's Compensation Coverage, to the extent necessary to perform the functions of the agreement for fire personnel.
5. Notwithstanding the foregoing, nothing in this Section 5 Liability and Insurance, shall be deemed a waiver of Kendall County's sovereign immunity.

Section 6 Payments

1. The County shall pay the City per each twelve (12) month term according to the following:
 - a. Determine the cost per call by dividing the total personnel cost of the City (excluding Boerne Fire Marshal personnel) by the total number of calls made by Boerne Fire Department.
 - b. Multiply the cost per call by the number of calls made in the designated fire service area.
 - c. Calls for service made to WCID #2 and WCID #3 shall be excluded from the number of calls referenced above.
 - d. County shall receive a twenty percent (20%) discount on charges for calls for service within the City's extraterritorial jurisdiction area (as it now exists or as it may be revised from time to time).
 - e. Annually, the increase will be capped at 15%.
2. Payments shall be made quarterly in advance, no later than the 30th day of the first month of the quarter, with the first payment due October 31, 2025. Payments due under this Agreement shall be made to the City of Boerne, (c/o Director of Finance) P O Box 1677, Boerne, Texas 78006.
3. The Maximum Compensation for the primary term of this Agreement is EIGHT HUNDRED NINETY-ONE THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS (\$891,933). The Maximum Compensation for subsequent renewal 12 month terms shall be determined based upon the past year's costs and expenses in accordance with subsection 1, above.

Section 7 Miscellaneous

1. Any and all notices which may be required under the terms of this Agreement shall be mailed to the parties at the addresses indicated below, or at such address as any party may furnish in writing to the other parties named herein.

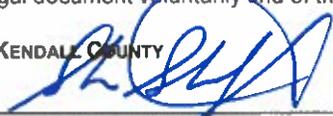
Kendall County Judge 201 E. San Antonio Boerne, TX 78006	City Manager P. O Box 1677 Boerne, TX 78006
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2. This Agreement constitutes the sole and only Agreement of the parties with respect to the matters covered by this Agreement. No other Agreement, statement or promise made by any party, or by any employee, officer, or agent of a party, which is not contained in this Agreement, shall be binding or valid.
3. No agreement, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
4. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Kendall

County, Texas

- 5. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

KENDALL COUNTY



 Shane Stolarczyk, County Judge

Date

2/10/26

CITY OF BOERNE

 Ben Thatcher, City Manager

Date

ATTEST:

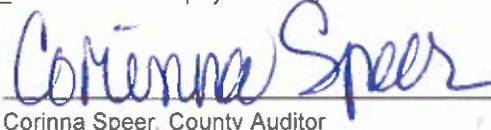


Denise Maxwell, County Clerk

By:  deputy

AUDITOR'S CERTIFICATE

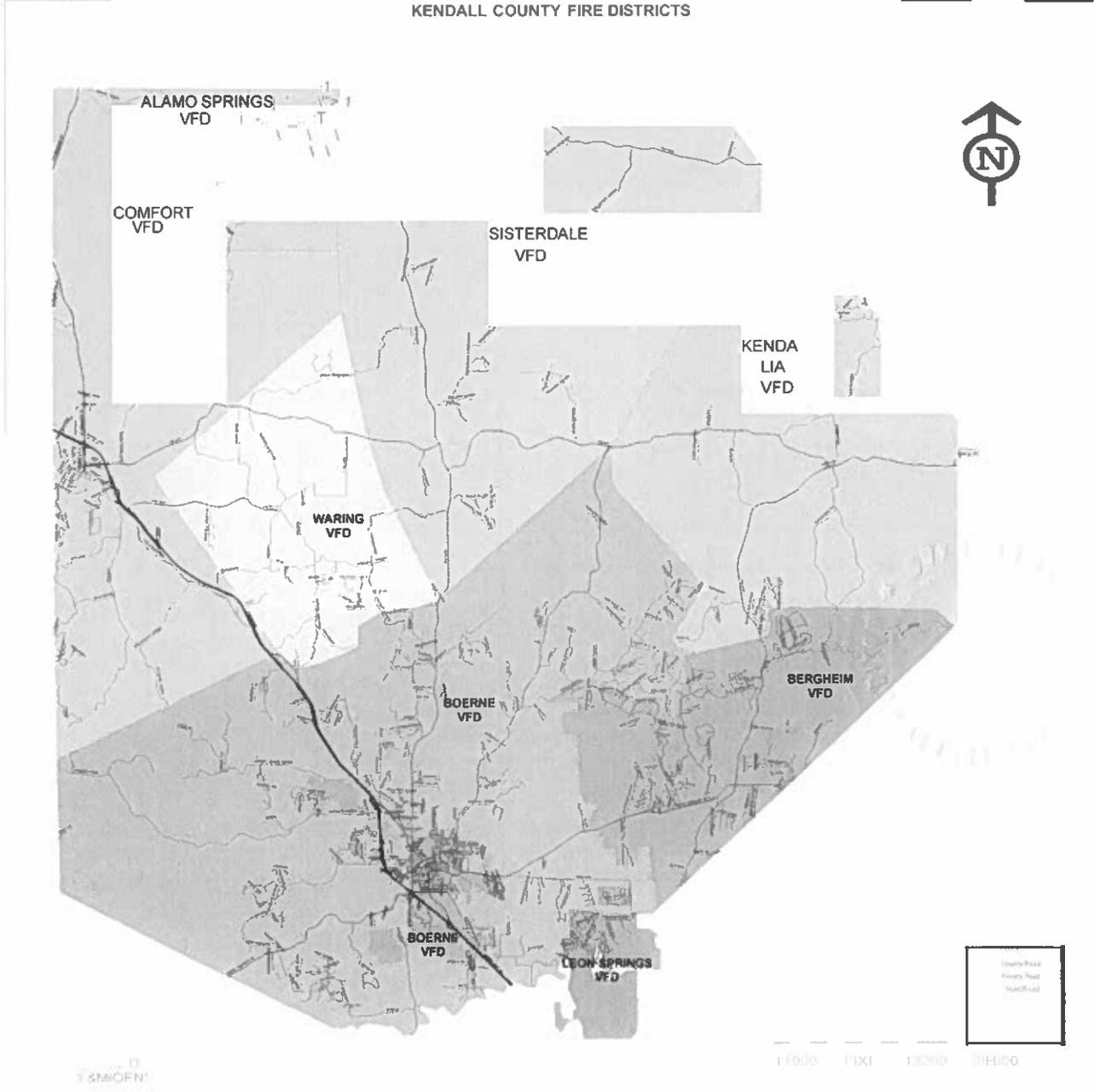
I hereby certify that funds in the amount of \$891,933 are available to pay the obligation of Kendall County within the foregoing Agreement.



 Corinna Speer, County Auditor

EXHIBIT "A"

KENDALL COUNTY FIRE DISTRICTS





AGENDA ITEM SUMMARY

Agenda Date	February 24, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R10; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) THROUGH A LOCAL ON-SYSTEM AGREEMENT (LOSA) FOR THE INSTALLATION OF ROAD NAME SIGNAGE ON TRAFFIC SIGNALS ON STATE-MAINTAINED ROADWAYS WITHIN THE CITY LIMITS.
Contact Person	Jeffrey Carroll – Engineering & Mobility Director
Background Information	<p>This item authorizes the City to upgrade existing street name signs at two intersections along Main Street to internally lighted street name (ILSN) signs through a required agreement with the Texas Department of Transportation (TxDOT). The Main/Blanco and Main/Rosewood intersections were chosen because the existing traffic signal infrastructure didn't need major changes, and these locations have high traffic volumes and are highly visible during downtown community events.</p> <p>The proposed project will replace the existing reflective green street name signs mounted on traffic signal mast arms with internally illuminated signs. These signs are visible both day and night and greatly improve nighttime and low-light visibility compared to standard reflective signage. Better visibility helps drivers identify cross streets earlier and more clearly, reduces last-minute lane changes and braking, improves wayfinding for residents and visitors, and assists emergency responders in quickly locating intersections.</p> 

	<p>TxDOT has established standard details for ILSN signs to ensure compliance with state and federal traffic control standards and to maintain a consistent appearance across the entire highway system. Modern LED lighting offers energy efficiency and a long lifespan, making this upgrade a durable and reliable, long-term infrastructure enhancement.</p> <p>This project aligns with the 2018 Boerne Master Plan, Action Item 6.2.6, which recommends replacing and enhancing street signage throughout the community to improve identification and visibility.</p> <p>Most traffic signals within the city limits are situated on state-maintained roadways and are owned and operated by TxDOT. The proposed Main Street improvements involve signals located within TxDOT right-of-way and connected to TxDOT-owned signal infrastructure. Therefore, a Local On-System Agreement (LOSA) is necessary to authorize the city to carry out this work on the state highway system.</p> <p>Approval of the resolution will authorize the City Manager to sign and manage a LOSA with TxDOT. The agreement will enable the city to hire a contractor to produce and install the ILSN signs on existing TxDOT signal arms.</p> <p>Upon finalizing the LOSA agreement, the City will select a contractor in accordance with the City’s purchasing policies and procedures. The contractor shall also meet TxDOT qualification and approval requirements for work within the state right-of-way.</p>
Strategic Alignment	<p>B2 – Advancing masterplan recommendations.</p> <p>F2 – Investing in and maintaining high-quality infrastructure systems and public assets.</p>
Financial Considerations	<p>\$72,000 for traffic signal street sign upgrades was included in the approved annual budget for the Engineering & Mobility department.</p>
Citizen Input/Board Review	<p>N/A</p>
Legal Review	<p>N/A</p>

Alternative Options	N/A
Supporting Documents	Resolution No. 2026-R10 Local On-System Agreement (LOSA)

RESOLUTION NO. 2026-R10

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) THROUGH A LOCAL ON-SYSTEM AGREEMENT (LOSA) FOR THE INSTALLATION OF ROAD NAME SIGNAGE ON TRAFFIC SIGNALS ON STATE-MAINTAINED ROADWAYS WITHIN THE CITY LIMITS

WHEREAS, on the 21st day of August, 2025, the Texas Transportation Commission passed Minute Order 116997, authorizing the Texas Department of Transportation (“TxDOT”) to accept Local Government funded projects performed on the state highway system; and

WHEREAS, an agreement with the Texas Department of Transportation (“TxDOT”) for a Local On-System Improvement Project (the “Agreement”) for the installation of road name signage on traffic signals on state-maintained roadways within the city limits (the “Project”); and

WHEREAS, the City of Boerne will design, construct, and fully fund the project through department budget and is responsible for all design and construction costs and 100% of overruns, if any;

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 the Texas Department of Transportation (TxDOT) through a Local On-System Agreement (LOSA) for the installation of road name signage on traffic signals on state-maintained roadways within the city limits.

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

APPROVED:

Mayor

ATTEST:

City Secretary

CSJ #	
District #	
Code Chart 64 #	
Project Name	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Boerne**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116997, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **2/24/2026**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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2. Scope of Work

The Project consists of **The Project consists of the design and installation of a ILSN signs at the intersections of Business 87 (Main Street) at RR474 (Blanco Rd) and Rosewood in Boerne, TX as shown on Attachment A.**

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State’s waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State’s direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 6 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State’s acceptance of the project within 6 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

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Project Name	

Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

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- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

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that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
<p style="color: red;">Director of Engineering & Mobility City of Boerne 447 N. Main Boerne, Texas 78006</p>	<p>Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701</p>

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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Project Name	

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	
District #	
Code Chart 64 #	
Project Name	

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Ben Thatcher
Typed or Printed Name

City Manager
Typed or Printed Title

Date



AGENDA ITEM SUMMARY

Agenda Date	February 24, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R11; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND CITY OF POST TO ALLOW THE SHARING AND USE OF COMPETITIVELY PROCURED CONTRACTS IN ACCORDANCE WITH CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.
Contact Person	Jeffrey Carroll – Engineering & Mobility Director
Background Information	<p>The proposed Interlocal Agreement between the City of Boerne and the City of Post would enable each city to use competitively awarded contracts from the other, in accordance with Chapter 791 of the Texas Government Code (Interlocal Cooperation Act).</p> <p>The City of Post recently approached the City regarding the potential use of one of Boerne’s existing competitively bid contracts. To allow that contract to be shared in compliance with state law, this Interlocal Agreement is required.</p> <p>Currently, the City of Boerne has no plans to use any contracts awarded by the City of Post. However, the agreement is designed to allow mutual use of contracts if a future need arises, as long as the contract was obtained according to state law and City purchasing policies.</p> <p>This agreement provides an administrative tool that allows the City to “piggyback” on existing contracts that have already been publicly bid and awarded in accordance with state purchasing requirements. The agreement does not obligate either city to make purchases or commit funds. Any future use of a shared contract would still be subject to City purchasing policies and budget approval by the City Council, as applicable.</p> <p>Participating in this interlocal arrangement can improve operational efficiency by reducing duplicated procurement efforts, accelerating project delivery timelines, and potentially saving costs through cooperative purchasing. This strategy aligns with the 2018 Master Plan’s focus on sound fiscal management, efficient resource use, and</p>

	<p>collaboration with external partners to effectively provide municipal services.</p> <p>Approval of this item authorizes the City Manager to sign the Interlocal Agreement.</p>
Strategic Alignment	<p>F1 – Committing to strategic, responsible, and conservative financial management</p> <p>B3 – Providing streamlined and efficient processes</p>
Financial Considerations	<p>This agreement has no financial impact on the City of Boerne.</p>
Citizen Input/Board Review	<p>N/A</p>
Legal Review	<p>N/A</p>
Alternative Options	<p>N/A</p>
Supporting Documents	<p>Resolution No. 2026-R11 Interlocal Agreement</p>

RESOLUTION NO. 2026-R11

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND CITY OF POST TO ALLOW THE SHARING AND USE OF COMPETITIVELY PROCURED CONTRACTS IN ACCORDANCE WITH CHAPTER 791 OF THE TEXAS GOVERNMENT CODE

WHEREAS, the City of Boerne desires to enter into an Interlocal Agreement with the City of Post under Chapter 791 of the Texas Government Code (Interlocal Cooperation Act); and

WHEREAS, this agreement will allow each city to use competitively awarded contracts of the other city, in compliance with state law; and

WHEREAS, the agreement does not require either city to make purchases or commit funds, and any future use of shared contracts will remain subject to City purchasing policies and City Council budget approval;

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

that the City Council hereby authorizes the City Manager to enter into and manage an interlocal agreement between the City of Boerne and City of Post to allow the sharing and use of competitively procured contracts in accordance with Chapter 791 of the Texas Government Code.

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

APPROVED:

Mayor

ATTEST:

City Secretary

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF POST Texas (hereinafter called "CITY OF POST"), and the CITY OF BOERNE, Texas (hereinafter called "CITY OF BOERNE"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF POST and CITY OF BOERNE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF POST and CITY OF BOERNE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF POST and CITY OF BOERNE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF POST and CITY OF BOERNE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF POST and CITY OF BOERNE agree as follows:

1. The purpose of this Agreement is to provide CITY OF POST and CITY OF BOERNE with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF POST and CITY OF BOERNE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF POST and CITY OF BOERNE agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the

responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF POST and CITY OF BOERNE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF POST and CITY OF BOERNE shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. Reserved.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

14. Pursuant to Chapter 791 and other authority, the following findings and representations are made by the parties:

- each party is a local government as defined by Chapter 791;
- each party is mutually interested in the governmental functions and services described in this Agreement;
- this Agreement describes and provides a governmental function or service that each party to the Agreement is authorized to perform individually;
- this Agreement is authorized by the governing body of each party, by and through a recorded, public vote conducted pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), and other authority;
- this Agreement states the purpose, terms, rights, and duties of the parties;
- this Agreement specifies that in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, each party shall make such payments only from current revenues legally available to each party.

[signature page follows]

EXECUTED hereto on the day and year first above written.

CITY OF POST

A handwritten signature in red ink, appearing to read "Marvin Self", written over a horizontal line.

By: Marvin Self, Mayor

CITY OF BOERNE

A horizontal line representing a signature line, currently blank.

By: Benjamin E. Thatcher,
City Manager



AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	FEBRUARY 24, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R12; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE SUBMISSION OF A CRIMINAL JUSTICE GRANT PROGRAM FISCAL YEAR 2027 APPLICATION TO THE OFFICE OF THE GOVERNOR FOR FUNDING FROM THE RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM (BAGP). (GRANT #5841101)
Contact Person	STEVE M. PEREZ, CHIEF OF POLICE
Background Information	<p>The Office of the Governor has set aside funding through the Rifle-Resistant Body Armor Grant Program (BAGP) for the purpose of obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.</p> <p>Rifle-resistant body armor has become vital to the safety of sworn police officers responding to any active attack incident within their jurisdiction. Equipping all officers with rifle-resistant armor enhances the safety of the officers, as well as the efficacy of their response to an active attack incident.</p> <p>This grant would award \$115,455.05 to cover all costs related to the purchase of 40 rifle-resistant vests for sworn personnel and an additional 10 rifle-resistant vests for the department’s SWAT team.</p>
Strategic Alignment	<p>F1- Committing to strategic, responsible and conservative financial management.</p> <p>L3- Fostering a strong culture of employee engagement</p>
Financial Considerations	The City of Boerne/ Boerne Police Department will purchase rifle-resistant body armor for a total of \$115,455.05. The grant program will then reimburse the city \$115,455.05.

Citizen Input/Board Review	N/A
Legal Review	
Alternative Options	
Supporting Documents	Resolution No. 2026-R12 CEO/LE Certifications Assurances Form Grant Overview

RESOLUTION NO. 2026-R12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE SUBMISSION OF A CRIMINAL JUSTICE GRANT PROGRAM FISCAL YEAR 2027 APPLICATION TO THE OFFICE OF THE GOVERNOR FOR FUNDING FROM THE RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM (BAGP) GRANT #5841101

WHEREAS, The City of Boerne finds it in the best interest of the citizens of Boerne, Texas, that the Rifle-Resistant Body Armor Grant Program (BAGP) to acquire rifle-resistant body armor for all officers for the 2027 year; and

WHEREAS, City of Boerne agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office application; and

WHEREAS, City of Boerne agrees that in the event of loss or misuse of the Office of the Governor funds, City of Boerne assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City of Boerne designates the Operations Manager/Special Projects, Nicholas Montagno, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

That City of Boerne approves submission of the grant application to the Office of the Governor for the Rifle-Resistant Body Armor Grant Program (BAGP) to acquire rifle-resistant body armor for all officers.

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

APPROVED:

Mayor

ATTEST:

City Secretary







Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: City of Boerne Date: 02/24/2026
Agency/Department Name: Boerne Police Department
Name of Chief Executive Officer: Ben Thatcher, City Manager
Name of Head of Law Enforcement Agency: Steve Perez, Police Chief

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of City of Boerne (“Grantee”) and as head of Boerne Police Department (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2025 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2025 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	FEBRUARY 24, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R13; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECTURAL SERVICES CONTRACT BETWEEN THE CITY OF BOERNE AND HOFER WELKER, LLC FOR THE BOERNE POLICE DEPARTMENT ANIMAL SHELTER PROJECT FOR AN AMOUNT NOT TO EXCEED \$47,500.
Contact Person	STEVE M. PEREZ, CHIEF OF POLICE
Background Information	<p>This agreement is a standard architectural services contract between the City of Boerne and Hoefel Welker, LLC for the design of the Boerne Police Department – Animal Shelter project.</p> <p>Under the contract, the Boerne, acting as the Owner, formally retains Hoefel Welker, LLC to provide professional architectural services. The project involves planning and designing an animal shelter facility associated with the Boerne Police Department. The City identifies Police Chief Steve Perez as its primary representative, while Hoefel Welker designates its own project representative.</p> <p>Overall, this contract formalizes a conventional design–bid–build delivery approach. Hoefel Welker designs the facility, the City procures a contractor through competitive sealed proposals, and the architect supports the City through both bidding and construction administration. The structure emphasizes professional accountability, risk management through insurance, and clear separation of roles among the City, architect, and future contractor.</p>
Strategic Alignment	<p>C1- Offering quality customer experiences.</p> <p>F2- Investing in and maintaining high-quality infrastructure systems and public assets.</p>
Financial Considerations	<p>Fee and Payment Terms - \$47,500.00</p> <p>Compensation invoiced and received under this Agreement will be credited to the compensation agreed upon in the formal agreement.</p> <p>Payments for services shall be made monthly upon presentation of the</p>

	Architect's invoices for any services rendered.
Citizen Input/Board Review	N/A
Legal Review	
Alternative Options	
Supporting Documents	Resolution No. 2026-R13 Agreement Between Owner and Architect (Hofer Welker)

RESOLUTION NO. 2026-R13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECTURAL SERVICES CONTRACT BETWEEN THE CITY OF BOERNE AND HOEFER WELKER, LLC FOR THE BOERNE POLICE DEPARTMENT ANIMAL SHELTER PROJECT FOR AN AMOUNT NOT TO EXCEED \$47,500

WHEREAS, the City of Boerne desires to enter into a professional architectural services contract with Hoefer Welker, LLC for the design of the Boerne Police Department Animal Shelter project; and

WHEREAS, the contract provides for architectural design, bidding support, and construction administration services under a design–bid–build delivery method, with the City procuring a contractor through competitive sealed proposals; and

WHEREAS, the City Council finds it in the best interest of the citizens of Boerne to enter into and manage an agreement for professional architectural services for this project;

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

that the City Council hereby authorizes the City Manager to execute an architectural services contract between the City of Boerne and Hoefer Welker, LLC for the Boerne Police Department Animal Shelter project for an amount not to exceed \$47,500.

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

APPROVED:

Mayor

ATTEST:

City Secretary



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of February in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner or City:
(Name, legal status, address and other information)

City of Boerne, Texas
726 North Main Street
Boerne, TX 78006

and the Architect or Hoefel Welker or HW:
(Name, legal status, address and other information)

Hoefel Welker, LLC
500 North Akard Street, Suite 2450 Dallas, TX 75201
214.445.4400

for the following Project:
(Name, location and detailed description)

Boerne Police Department - Animal Shelter
Boerne, Texas 78006

In accordance with Texas Gov’t Code Ch. 2254, the City Council has determined that the Architect is acceptable to the City and is the most highly qualified provider of architectural services for the Project, and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program for the project is identified in article 1.1.2. The Owner's program will be reviewed with the Owner as part of the Architect's basic services as defined in 3.2.1 of this Agreement

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

Init.

/

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

"Final Completion" of the Project - TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

"Design – Bid – Build" construction delivery method using competitive sealed proposals to determine the bidder who provides the best value to the Owner using selection criteria as authorized under Texas Local Gov't Code Ch. 252 or Texas Gov't Code 2269, as finally determined by the Owner.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Steve Perez, Police Chief
124 Old San Antonio Rd
Boerne, TX 78006
830.249.8645
sperez@boerne-tx.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who may review the Architect's submittals to the Owner as determined by the City Manager or Police Chief are as follows:
(List name, address, and other contact information.)

City Council of the City of Boerne, Texas

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Beers, AIA
500 N. Akard St, Suite 2450
Dallas, TX 75201 469.798.9697
jaines.beers@hoeferwelker.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

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User Notes:

(793799481)

TBD

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 By executing this Agreement, the Architect represents to the City that the Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the City that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until the Architect's remaining duties hereunder have been satisfied. In accordance with Texas Local Gov't Code Ch. 271, the Architect assumes full responsibility to the City for the negligent or intentionally tortious acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

§ 2.2 Execution of this Agreement by the Architect constitutes an acknowledgement that the Architect is familiar with the Project site and the local conditions under which the Project is to be implemented. In accordance with Texas Local Gov't Code Ch. 271, the Architect agrees to furnish architectural services in accordance with the terms and conditions of this Agreement: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. Architect further agrees that during the course and scope of this Agreement, except with City's knowledge and consent, Architect shall not represent any third-party against the City in any claim, litigation, or other matter, or be retained to act as an expert witness for any third-party in any claim, litigation, or any other matter that is, or may be, adversarial to the City, as determined by the City .

§ 2.5 **Insurance.** Prior to the commencement of services under this Agreement, Architect shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this Agreement. A "claims made" policy is acceptable subject to coverage being maintained during the course of the Project and up to two (2) years after completion and acceptance of Project by the City. Architect shall maintain such professional liability insurance coverage during all phases of services and for two (2) years after Final Completion of the Project. The City shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, or non-renewal to the City by certified mail.

Architect will maintain general liability insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Excess Liability - \$5,000,000 per occurrence.

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User Notes:

(793799481)

The City of Boerne, including its officers, officials, employees, Council, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this Agreement, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the City with regard to the Architect's activities as required by this Agreement. The Architect shall provide any defense provided by the policy to a named insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the Architect. Architect shall maintain such general liability coverage during all phases of services and for two (2) years after Final Completion of the Project. The City shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, or non-renewal to the City by certified mail.

§ 2.5.1 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project (which also includes the Owner in its capacity as a home rule municipality). Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 For purposes of this Agreement, any time reference is made to "governmental authorities having jurisdiction over the Project" it is understood to also include the Owner having and exercising jurisdiction in its capacity as a home rule municipality.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services, which also includes, but is not limited to, the City's ordinances, regulations, and any local, state, and international codes adopted by the City, as amended.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, (4) specific qualifications expressed by the Architect, and (5) approval by the Owner.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion, subject to final written approval by the Owner;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for Final Completion, which shall be achieved by the Contractor no later than sixty (60) days after a Certificate of Substantial Completion is issued, or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and unconditional waivers of liens, or if approved in writing by the Owner, bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine Final Completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until Final Completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 To the extent required by law and without waiving any governmental immunity or legal remedies of the Owner at law or in equity, the Owner shall provide prompt written notice to the Architect if the Owner has actual knowledge of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Acceptance by the City of the Architect's Services and Instruments of Services shall not constitute nor be deemed a release of the responsibility and liability of the Architect, its employees, subcontractors, agents, or consultants for the accuracy and competency of the Architect's work; nor shall such acceptance be deemed a waiver or limitation of any statute of limitations, nor shall such acceptance be deemed to be an assumption of such responsibility by the City for any defect, error, or omission in the Architect's work, its employees, subcontractors, agents, and consultants. The Architect, shall without additional costs or fee to the City, correct or revise any errors, omissions, or deficiencies in the Architect's performance under this Agreement. The City shall not be responsible for the Architect's compliance with the requirements of Texas Business and Commerce Code Ch. 59, if any.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce legal rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead, which shall not include unabsorbed home office overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility concerning the Cost of the Work under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 Upon payment to the City, the Architect's designs and Instruments of Service under this Agreement including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. The Architect specifically waives and releases any proprietary rights or ownership claims herein. The City shall have unlimited right for the benefit of the City for use in future projects to all drawings, designs, specifications, the Architect's designs and structures, notes and other pertinent consultant, architectural, or engineering work procured in the performance of this Agreement or in contemplation thereof, and all as-built drawings produced after completion of the Project work, if any, including the right to use same on any other City work without additional cost to the City. Any use of the aforementioned documents for future projects shall be without use of Architect's name or registration seal and without any liability to the Architect, its agents, employees, subcontractors, and consultants.

All information, documents, and communications relating to this Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Architect agrees that the Agreement may be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with the Act, the Architect agrees to:

- (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;

(2) promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the Architect on request of the City; and

(3) on completion of the Agreement, either:

(A) provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Architect; or

(B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with applicable law.

§ 8.1.2 The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in the Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Dispute Resolution.

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation by mutual written agreement of the parties, but shall not be a condition precedent to litigation in a court of competent jurisdiction.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them in good faith.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination subject to Texas Local Gov't Code 271.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed in all respects by the laws of the State of Texas, without regard for conflict of laws principles. Venue for any dispute arising out of this Agreement shall lie exclusively in Kendall County, Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 The Terms in this Agreement and in the Contract for Construction shall be construed in accordance with their common and ordinary meaning, unless otherwise specifically defined in this Agreement or the Contract for Construction. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the

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completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 INDEMNIFICATION: IN ACCORDANCE WITH TEXAS LOCAL GOV'T CODE SEC. 271.904, THE ARCHITECT SHALL HOLD HARMLESS, AND INDEMNIFY THE CITY FROM ALL CLAIMS AND LIABILITY FOR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BUT ONLY TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR, OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL. THE ARCHITECT SHALL ALSO REIMBURSE THE CITY FOR ANY AND ALL LEGAL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES WHICH MIGHT BE INCURRED BY THE CITY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES, WHICH MIGHT BE INCURRED BY, CHARGED AGAINST, OR IMPOSED ON THE CITY AS THE RESULT OF SUCH NEGLIGENT ACTS OR OMISSIONS BY THE ARCHITECT IN PROPORTION TO THE ARCHITECT'S LIABILITY. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

§ 10.11 The Architect, its consultants, agents, employees, and subcontractors shall comply with all applicable Federal and State laws, charter, and ordinances of the City, as amended, and all other applicable rules and regulations promulgated by federal, local, state, and national boards, bureaus, and agencies. The Architect shall complete only the professional services as required in the performance of the services contracted for herein. The Architect shall place the Architect's Seal, as may be required by Texas law or the rules or regulations of the Texas Board of Architectural Examiners, on all documents and data furnished by the Architect to the City.

§ 10.12 The Architect shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the City for any purpose whatsoever, including, but not limited to, entitlement to City employee benefits. The Architect hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

§ 10.13 This Agreement is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party. § 10.14 To the extent required by law, the Architect represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295.

§ 10.15 Additional Verifications: To the extent required by Texas law, the Architect verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Contract; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Contract; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Design Services: \$47,500
Refer to Exhibit A for fee detail

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent ()
Design Development Phase	percent ()
Construction Documents Phase	percent ()
Procurement Phase	percent ()
Construction Phase	percent ()
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses, except where exempt;

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- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Not used.**

(Paragraphs deleted)

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice in accordance with the Texas Prompt Payment Act, Texas Local Gov’t Code Ch. 2251. Amounts unpaid on the thirty-first (31st) day after the invoice date shall bear interest at the rate

(Paragraphs deleted)

calculated pursuant to Texas Local Gov’t Code Ch. 2251.

§ 11.10.2.2

Architect shall use commercially reasonable efforts and professional diligence in the performance of its services in accordance with the approved project schedules, as may be amended from time to time. Architect shall be responsible for delays of project schedules to the extent that any such delay results from the Architect’s failure to: (1) timely perform the services required under this Agreement; (2) coordinate its consultants; or (3) timely review or respond to submittals, or other matters within the Architect’s control. Architect shall promptly notify the City in writing of any circumstance in which the Architect reasonably believes may impact a project schedule.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, but shall be provided to the Owner within ten (10) days of any request by the Owner to ensure compliance with the Texas Public Information Act, Texas Gov’t Code Ch. 552.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

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.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

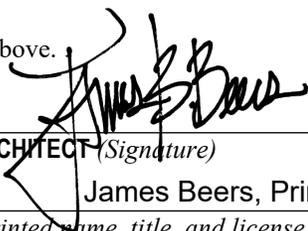
Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

James Beers, Principal

(Printed name, title, and license number, if required)

August 29, 2025

Boerne Police Department
Chief Steve Perez
124 Old San Antonio Road
Boerne, TX 78006
Phone: (830) 249-8645
Email: sperez@boerne-tx.gov

RE: New Animal Shelter | Boerne, Texas

Dear Chief Perez,

It is our pleasure to submit our fee proposal to provide Conceptual Design Services for the New Animal Shelter of City of Boerne, Texas.

I. PROJECT AGREEMENT STRUCTURE, SCOPE, and UNDERSTANDING:

1. General Project Understanding:

- a. Sustainability Features: HW is committed to exploring sustainable practices for the longevity of the facility.
- b. Budget Considerations: We understand the importance of budget constraints and will work to optimize design solutions while meeting project requirements and goals. We will work with an independent cost estimator ensuring a functional, serviceable, and cost-effective aesthetic for the entire community.

2. Site and Building Areas Understanding:

New Animal Shelter:

- a. Site Area (AC): +/- TBD
 - i. Located at TBD
- b. Proposed New Animal Shelter Building (SF): TBD
- c. HW will be working with City and Animal Shelter staff to determine the final scope and size of new facility including land requirements
 - i. Determine optimal acreage for current and future expansion for growth

3. Program Understanding:

New Animal Shelter:

- a. Conceptual Design of a new Animal Shelter that will meet the current and future needs of the city of Boerne.
- b. Programming
- c. Validation
- d. Visioning | Design Charrette
 - i. Current population of 24,000 with anticipated growth to 30,000.

- ii. Boerne Animal Shelter will also serve adjacent Fair Oaks Ranch (population 11,500).
- iii. Needs: Cold storage & freezer.
- iv. Wants: Rabies clinic & medical area.

II. PROFESSIONAL DESIGN SERVICES OVERVIEW

HOEFER WELKER “HW” will provide professional architecture and cost estimating services to accomplish the project scope as stated above.

III. DESIGN SERVICES

We propose a workshop process as an effective means of establishing a project vision, developing the program, and developing a concept test fit. Our team’s task is to use our expertise to understand relevant issues, guiding discussions, making recommendations, and most importantly, building consensus. Services included shall consist of the following:

1. Pre-Design (PD)

Schedule (+/-): 10 Weeks

Note: Schedule is based on bi-weekly virtual or in-person meetings as necessary.

a. Tours

- i. Visit and tour local and recently completed, comparable facilities to research what works well, what can be improved, and lessons learned that can be incorporated into the design.

b. Programming

- i. Space Programming to size and refine the facility with staff and consultant input.
- ii. Review information collected from initial discussions and focus groups.

c. Goals and Visioning

- i. An interactive process to define project goals, objectives, wants, wishes, and general characteristics.
 - 1. “Snow” Cards Exercise: Generate adjectives/action items that best communicate what a successful project will look or feel like, and to which future design decisions can be evaluated to ensure original expectations are captured and can referred to in the future.
 - 2. Green Dot/Red Dot Session: A visual exercise to help stakeholders describe wants, desires, and suggestions for the design of the proposed facility through precedent imagery.
 - a. Noting specific likes and dislikes.

d. Conceptual Design

- i. Discuss, identify, and validate initial site analysis, site and building concept options.

- ii. Discuss the pedestrian and vehicular flow on the site, and the relationship of the building and site to the adjacent context.
- iii. Include services, utilities, and site pedestrian access on and adjacent to the building site.
- iv. Identify operational issues that will impact building or site design.
- v. Identify environmental design options that can be employed for comfort, energy conservation, and sustainability.
- vi. Conceptual single line space diagramming, adjacency relationships and blocking & stacking requirements.

e. Deliverables

- i. Programming spreadsheet.
- ii. Conceptual Design
 - 1. Site Plan.
 - 2. Floor and Roof Plans.
 - 3. Design Imagery Inspiration.
- iii. Probable Cost Estimate.

IV. PROFESSIONAL SERVICE FEES

1. Agreement:

- a. (Upon notice to proceed HOEFER WELKER will provide a current AIA B221)

2. Payment Terms:

- a. Compensation invoiced and received under this Agreement will be credited to the compensation agreed upon in the formal agreement.
- b. Payments for services shall be made monthly upon presentation of the Architect's invoices for any services rendered.

3. Fee

\$47,500.00

4. Other Conditions:

- a. This proposal is valid for 60 days from the date at the top of the first page of this document unless included as an attachment to a fully executed formal agreement between HOEFER WELKER and the client before the 60-day period expires.
- b. Reimbursable expenses including, but not limited to; postage/shipping, printing/reproduction, mileage, and all job-related travel expenses, shall be invoiced at cost +10%.
- c. This proposal shall attach to a standard professional service agreement AIA B221. HW will provide a standard professional service agreement "MSA" which will include all terms and conditions.
- d. Invoices are processed monthly and are based on a percentage of completion.
- e. Additional or supplemental services can be provided on a case-by-case basis as requested by the owner, and no work shall commence without written approval and agreement.

V. ASSUMPTIONS, INCLUSIONS, and/or EXCLUSIONS

1. HOEFER WELKER will provide an ASR for additional services to complete any additional scope not specifically stated herein.
2. HOEFER WELKER's fee assumes that the project will progress in a continuous and uninterrupted fashion. Significant project delays, through no fault of HOEFER WELKER, may be the basis for the negotiation of additional fees for professional services. If additional out of scope work is required in connection with this project, we will complete the work on an hourly basis at our current rates, whether directed by the Owner or required authority having jurisdiction "AHJ."
3. Items NOT Included in this proposal:
 - a. Geotechnical report
 - b. Surveys (Including Utilities and Topography)
 - c. Preliminary and Final Platting
 - d. Tree Survey
 - e. Stormwater Design
 - f. TDLR Costs for Pre/Post Construction Inspections
 - g. SWPPP
 - h. Asbestos Abatement and/or Hazardous Material Removal and Disposal
4. Changes in design by the Client and/or the Owner after the written notice to proceed to any subsequent phase will be an extra service requiring a separate proposal/Additional Services Request.
5. Record and/or as-built drawings are not included due to this being a conceptual design and master planning effort.

Upon approval Hoefer Welker will create AIA B101, and this document will be attached as an Exhibit

Thank you again for this continued opportunity to partner with the City of Boerne. We look forward to the next steps and to start bringing your collective vision to life.

Sincerely,
Hoefer Welker,

James Beers, AIA | NCARB
Principal | Government and Civic Practice Leader
D 214.445.4376 | C 469.798.9697



AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	FEBRUARY 24, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R14; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECTURAL SERVICES CONTRACT BETWEEN THE CITY OF BOERNE AND HOEFER WELKER, LLC FOR THE BOERNE POLICE DEPARTMENT DISPATCH PROJECT FOR AN AMOUNT NOT TO EXCEED \$51,500.
Contact Person	STEVE M. PEREZ, CHIEF OF POLICE
Background Information	<p>This agreement is a standard architectural services contract between the City of Boerne and Hoefer Welker, LLC for the design of the Boerne Police Department – Dispatch project.</p> <p>Under the contract, the Boerne, acting as the Owner, formally retains Hoefer Welker, LLC to provide professional architectural services. The project involves planning and designing a dispatch facility associated with the Boerne Police Department. The City identifies Police Chief Steve Perez as its primary representative, while Hoefer Welker designates its own project representative.</p> <p>Overall, this contract formalizes a conventional design–bid–build delivery approach. Hoefer Welker designs the facility, the City procures a contractor through competitive sealed proposals, and the architect supports the City through both bidding and construction administration. The structure emphasizes professional accountability, risk management through insurance, and clear separation of roles among the City, architect, and future contractor.</p>
Strategic Alignment	<p>C1- Offering quality customer experiences.</p> <p>F2- Investing in and maintaining high-quality infrastructure systems and public assets.</p>
Financial Considerations	<p>Fee and Payment Terms - \$51,500.00</p> <p>Compensation invoiced and received under this Agreement will be credited to the compensation agreed upon in the formal agreement.</p>

	Payments for services shall be made monthly upon presentation of the Architect's invoices for any services rendered.
Citizen Input/Board Review	N/A
Legal Review	
Alternative Options	
Supporting Documents	Resolution No. 2026-R14 Agreement Between Owner and Architect (Hofer Welker)

RESOLUTION NO. 2026-R14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECTURAL SERVICES CONTRACT BETWEEN THE CITY OF BOERNE AND HOEFER WELKER, LLC FOR THE BOERNE POLICE DEPARTMENT DISPATCH PROJECT FOR AN AMOUNT NOT TO EXCEED \$51,500

WHEREAS, the City of Boerne desires to enter into a professional architectural services contract with Hoefer Welker, LLC for the design of the Boerne Police Department Dispatch project; and

WHEREAS, the contract provides for architectural design, bidding support, and construction administration services under a design–bid–build delivery method, with the City procuring a contractor through competitive sealed proposals; and

WHEREAS, the City Council finds it in the best interest of the citizens of Boerne to enter into and manage an agreement for professional architectural services for this project;

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

that the City Council hereby authorizes the City Manager to execute an architectural services contract between the City of Boerne and Hoefer Welker, LLC for the Boerne Police Department Dispatch project for an amount not to exceed \$51,500.

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

APPROVED:

Mayor

ATTEST:

City Secretary



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of February in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner or City:
(Name, legal status, address and other information)

City of Boerne, Texas
726 North Main Street
Boerne, TX 78006

and the Architect or Hoefer Welker or HW:
(Name, legal status, address and other information)

Hoefer Welker, LLC (Dallas)
500 North Akard Street, Suite 2450 Dallas, TX 75201
214.445.4400

for the following Project:
(Name, location and detailed description)

Boerne Police Department - Dispatch
Boerne, Texas 78006

In accordance with Texas Gov’t Code Ch. 2254, the City Council has determined that the Architect is acceptable to the City and is the most highly qualified provider of architectural services for the Project, and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program for the project is identified in article 1.1.2. The Owner's program will be reviewed with the Owner as part of the Architect's basic services as defined in 3.2.1 of this Agreement

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

Init.

/

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

"Final Completion" of the Project - TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

"Design – Bid – Build" construction delivery method using competitive sealed proposals to determine the bidder who provides the best value to the Owner using selection criteria as authorized under Texas Local Gov't Code Ch. 252 or Texas Gov't Code 2269, as finally determined by the Owner.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Steve Perez, Police Chief
124 Old San Antonio Rd
Boerne, TX 78006
830.249.8645
sperez@boerne-tx.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who may review the Architect's submittals to the Owner as determined by the City Manager or Police Chief are as follows:
(List name, address, and other contact information.)

City Council of the City of Boerne, Texas

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Beers, AIA
500 N. Akard St, Suite 2450
Dallas, TX 75201 469.798.9697
jaines.beers@hoeferwelker.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

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User Notes:

(1635285574)

TBD

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 By executing this Agreement, the Architect represents to the City that the Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the City that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until the Architect's remaining duties hereunder have been satisfied. In accordance with Texas Local Gov't Code Ch. 271, the Architect assumes full responsibility to the City for the negligent or intentionally tortious acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

§ 2.2 Execution of this Agreement by the Architect constitutes an acknowledgement that the Architect is familiar with the Project site and the local conditions under which the Project is to be implemented. In accordance with Texas Local Gov't Code Ch. 271, the Architect agrees to furnish architectural services in accordance with the terms and conditions of this Agreement: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. Architect further agrees that during the course and scope of this Agreement, except with City's knowledge and consent, Architect shall not represent any third-party against the City in any claim, litigation, or other matter, or be retained to act as an expert witness for any third-party in any claim, litigation, or any other matter that is, or may be, adversarial to the City, as determined by the City.

§ 2.5 **Insurance.** Prior to the commencement of services under this Agreement, Architect shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this Agreement. A "claims made" policy is acceptable subject to coverage being maintained during the course of the Project and up to two (2) years after completion and acceptance of Project by the City. Architect shall maintain such professional liability insurance coverage during all phases of services and for two (2) years after Final Completion of the Project. The City shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, or non-renewal to the City by certified mail.

Architect will maintain general liability insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Excess Liability - \$5,000,000 per occurrence.

Init.

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User Notes:

(1635285574)

The City of Boerne, including its officers, officials, employees, Council, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this Agreement, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the City with regard to the Architect's activities as required by this Agreement. The Architect shall provide any defense provided by the policy to a named insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the Architect. Architect shall maintain such general liability coverage during all phases of services and for two (2) years after Final Completion of the Project. The City shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, or non-renewal to the City by certified mail.

§ 2.5.1 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project (which also includes the Owner in its capacity as a home rule municipality). Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 For purposes of this Agreement, any time reference is made to "governmental authorities having jurisdiction over the Project" it is understood to also include the Owner having and exercising jurisdiction in its capacity as a home rule municipality.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services, which also includes, but is not limited to, the City's ordinances, regulations, and any local, state, and international codes adopted by the City, as amended.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, (4) specific qualifications expressed by the Architect, and (5) approval by the Owner.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion, subject to final written approval by the Owner;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for Final Completion, which shall be achieved by the Contractor no later than sixty (60) days after a Certificate of Substantial Completion is issued, or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and unconditional waivers of liens, or if approved in writing by the Owner, bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine Final Completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until Final Completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 To the extent required by law and without waiving any governmental immunity or legal remedies of the Owner at law or in equity, the Owner shall provide prompt written notice to the Architect if the Owner has actual knowledge of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Acceptance by the City of the Architect's Services and Instruments of Services shall not constitute nor be deemed a release of the responsibility and liability of the Architect, its employees, subcontractors, agents, or consultants for the accuracy and competency of the Architect's work; nor shall such acceptance be deemed a waiver or limitation of any statute of limitations, nor shall such acceptance be deemed to be an assumption of such responsibility by the City for any defect, error, or omission in the Architect's work, its employees, subcontractors, agents, and consultants. The Architect, shall without additional costs or fee to the City, correct or revise any errors, omissions, or deficiencies in the Architect's performance under this Agreement. The City shall not be responsible for the Architect's compliance with the requirements of Texas Business and Commerce Code Ch. 59, if any.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce legal rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead, which shall not include unabsorbed home office overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility concerning the Cost of the Work under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 Upon payment by the City, the Architect's designs and Instruments of Service under this Agreement including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. The Architect specifically waives and releases any proprietary rights or ownership claims herein. The City shall have unlimited right for the benefit of the City for use in future projects to all drawings, designs, specifications, the Architect's designs and structures, notes and other pertinent consultant, architectural, or engineering work procured in the performance of this Agreement or in contemplation thereof, and all as-built drawings produced after completion of the Project work, if any, including the right to use same on any other City work without additional cost to the City. Any use of the aforementioned documents for future projects shall be without use of Architect's name or registration seal and without any liability to the Architect, its agents, employees, subcontractors, and consultants.

All information, documents, and communications relating to this Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Architect agrees that the Agreement may be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with the Act, the Architect agrees to:

- (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;

(2) promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the Architect on request of the City; and

(3) on completion of the Agreement, either:

(A) provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Architect; or

(B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with applicable law.

§ 8.1.2 The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in the Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Dispute Resolution.

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation by mutual written agreement of the parties, but shall not be a condition precedent to litigation in a court of competent jurisdiction.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them in good faith.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination subject to Texas Local Gov't Code 271.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one (1) year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed in all respects by the laws of the State of Texas, without regard for conflict of laws principles. Venue for any dispute arising out of this Agreement shall lie exclusively in Kendall County, Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 The Terms in this Agreement and in the Contract for Construction shall be construed in accordance with their common and ordinary meaning, unless otherwise specifically defined in this Agreement or the Contract for Construction. The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for

the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 INDEMNIFICATION: IN ACCORDANCE WITH TEXAS LOCAL GOV'T CODE SEC. 271.904, THE ARCHITECT SHALL HOLD HARMLESS AND INDEMNIFY THE CITY FROM ALL CLAIMS AND LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ERROR, OMISSION, ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL. THE ARCHITECT SHALL ALSO REIMBURSE THE CITY FOR ANY AND ALL LEGAL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES WHICH MIGHT BE INCURRED BY THE CITY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES, WHICH MIGHT BE INCURRED BY, CHARGED AGAINST, OR IMPOSED ON THE CITY AS THE RESULT OF SUCH NEGLIGENT ACTS OR OMISSIONS BY THE ARCHITECT IN PROPORTION TO THE ARCHITECT'S LIABILITY. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

§ 10.11 The Architect, its consultants, agents, employees, and subcontractors shall comply with all applicable Federal and State laws, charter, and ordinances of the City, as amended, and all other applicable rules and regulations promulgated by federal, local, state, and national boards, bureaus, and agencies. The Architect shall complete only the professional services as required in the performance of the services contracted for herein. The Architect shall place the Architect's Seal, as may be required by Texas law or the rules or regulations of the Texas Board of Architectural Examiners, on all documents and data furnished by the Architect to the City.

§ 10.12 The Architect shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the City for any purpose whatsoever, including, but not limited to, entitlement to City employee benefits. The Architect hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

§ 10.13 This Agreement is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to

make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party. § 10.14 To the extent required by law, the Architect represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295.

§ 10.15 Additional Verifications: To the extent required by Texas law, the Architect verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Contract; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Contract; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Design Services: \$51,500
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses, except where exempt;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Not used.

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice in accordance with the Texas Prompt Payment Act, Texas Local Gov't Code Ch. 2251. Amounts unpaid on the thirty-first (31st) day after the invoice date shall bear interest at the rate

(Paragraphs deleted)

calculated pursuant to Texas Local Gov't Code Ch. 2251.

§ 11.10.2.2 The prompt completion of this Project is critical. Architect shall use commercially reasonable efforts and professional diligence in the performance of its services in accordance with the approved project schedules, as may be amended from time to time. Architect shall be responsible for delays of project schedules to the extent that any such delay results from the Architect's failure to: (1) timely perform the services required under this Agreement; (2) coordinate its consultants; or (3) timely review or respond to submittals, or other matters within the Architect's control. Architect shall promptly notify the City in writing of any circumstance in which the Architect reasonably believes may impact a project schedule. The parties acknowledge the City's paramount purposes and duty to protect the public fisc and the general health, safety, and welfare of the public, and the parties agree that the City may withhold payment in accordance with Texas Local Gov't Code Ch. 2251, and other applicable law. During the course of the Project when the City reasonably believes that performance of the Architect's services will be inexcusably delayed, the City shall be entitled, but not required, to notify the Architect in writing and withhold from any amounts otherwise due the Architect until such causes of inexcusable delay are resolved to the City's satisfaction, and may thereafter release to the Architect those funds withheld from the Architect.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, but shall be provided to the Owner within ten (10) days of any request by the Owner to ensure compliance with the Texas Public Information Act, Texas Gov't Code Ch. 552.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:19:30 on 02/18/2026 under Order No.20250100045 which expires on 02/21/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1635285574)

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

James Beers Principal

(Printed name, title, and license number, if required)





AGENDA ITEM SUMMARY

Agenda Date	February 24, 2026
Requested Action	RECEIVE THE BOERNE POLICE DEPARTMENT 2025 ANNUAL REPORT AND THE ANNUAL REPORT ON RACIAL PROFILING.
Contact Person	Chief Steve M. Perez
Background Information	<p>Every year the Texas Commission on Law Enforcement (TCOLE) requires the chief administrator of the agency to submit an annual report of information relating to motor vehicle stops in which a warning or citation is issued and arrests made because of those stops, including information relating to:</p> <ul style="list-style-type: none">• The race or ethnicity of the individual detained;• Whether a search was conducted and, if so, whether the individual detained consented to the search;• Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;• Whether the peach officer used physical force that resulted in bodily injury during the stop;• The location of the stop;• The reason for the stop. <p>Below are the highlights from this report:</p> <ul style="list-style-type: none">• 8,547 total traffic stops• 338 total searches during those traffic stops• 138 times contraband was discovered during searches• 119 arrests made from those traffic stops• 0 racial profiling complaints filed• 0 racial profiling complaints resulting in disciplinary action <p>Below is a list of the information collected for the 2025 Annual Report:</p> <ul style="list-style-type: none">• Dispatch Statistics• Crime Statistics• Traffic Statistics• Animal Control Statistics• Employee Awards• K9 Emma Retirement

Strategic Alignment	Safety & Security B1- Utilizing data to drive smart decision making L2- Fostering a strong culture of employee engagement
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	2025 TCOLE Racial Profiling Report 2025 Annual Report

Racial Profiling Report | Full

Agency Name: BOERNE POLICE DEPT.
Reporting Date: 02/10/2026
TCOLE Agency Number: 259201

Chief Administrator: Steve M Perez

Agency Contact Information:
Phone: (830) 249-8645
Email: sperez@ci.boerne.tx.us

Mailing Address:
124 OLD SAN ANTONIO RD, BOERNE, TX, 780063413

This Agency filed a full report

BOERNE POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the BOERNE POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the BOERNE POLICE DEPT. if the individual believes that a peace officer employed by the BOERNE POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the BOERNE POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the BOERNE POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BOERNE POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Steve Perez
Chief of Police

Date: 02/10/2026

Total stops: 8545

Street address or approximate location of the stop

City street	7403
US highway	703
County road	6
State highway	369
Private property or other	64

Was race or ethnicity known prior to stop?

Yes	148
No	8397

Race / Ethnicity

Alaska Native / American Indian	26
Asian / Pacific Islander	122
Black	333
White	6505
Hispanic / Latino	1559

Gender

Female	3244
Alaska Native / American Indian	4
Asian / Pacific Islander	53
Black	122
White	2596
Hispanic / Latino	469
Male	5301
Alaska Native / American Indian	22
Asian / Pacific Islander	69
Black	211
White	3909
Hispanic / Latino	1090

Reason for stop?

Violation of law	196
Alaska Native / American Indian	3
Asian / Pacific Islander	0
Black	8
White	144

Hispanic / Latino	41
Preexisting knowledge	120
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	3
White	95
Hispanic / Latino	21
Moving traffic violation	5591
Alaska Native / American Indian	18
Asian / Pacific Islander	85
Black	205
White	4293
Hispanic / Latino	990
Vehicle traffic violation	2638
Alaska Native / American Indian	7
Asian / Pacific Islander	34
Black	117
White	1973
Hispanic / Latino	507
Was a search conducted?	
Yes	338
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	32
White	222
Hispanic / Latino	79
No	8207
Alaska Native / American Indian	26
Asian / Pacific Islander	117
Black	301
White	6283
Hispanic / Latino	1480
Reason for Search?	
Consent	111
Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	5
White	82

Hispanic / Latino	22		
Contraband	8		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	2		
Hispanic / Latino	6		
Probable	186		
Alaska Native / American Indian	0		
Asian / Pacific Islander	3		
Black	22		
White	118		
Hispanic / Latino	43		
Inventory	17		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	10		
Hispanic / Latino	6		
Incident to arrest	16		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	4		
White	10		
Hispanic / Latino	2		
Was Contraband discovered?			
Yes	138	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	3	Yes 1	No 2
Black	10	Yes 6	No 4
White	89	Yes 35	No 54
Hispanic / Latino	36	Yes 13	No 23
No	200		
Alaska Native / American Indian	2		
Asian / Pacific Islander	0		
Black	22		
White	133		
Hispanic / Latino	43		

Description of contraband	
Drugs	90
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	8
White	60
Hispanic / Latino	20
Weapons	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Alcohol	33
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	20
Hispanic / Latino	12
Stolen property	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	1
Other	22
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	16
Hispanic / Latino	4
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	6617
Alaska Native / American Indian	23
Asian / Pacific Islander	102
Black	249
White	5202
Hispanic / Latino	1041
Citation	1809
Alaska Native / American Indian	3
Asian / Pacific Islander	19
Black	72
White	1231
Hispanic / Latino	484
Written warning and arrest	94
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	9
White	57
Hispanic / Latino	27
Citation and arrest	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	15
Hispanic / Latino	7
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	83
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	7
White	52
Hispanic / Latino	23
Violation of Traffic Law	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	6
Hispanic / Latino	4
Violation of City Ordinance	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Outstanding Warrant	23
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	13
Hispanic / Latino	6

Was physical force resulting in bodily injury used during stop?

Yes	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	2
Officer	1
Both	1
No	8541
Alaska Native / American Indian	26
Asian / Pacific Islander	122
Black	333
White	6501
Hispanic / Latino	1559

Number of complaints of racial profiling

Total	1
Resulted in disciplinary action	0
Did not result in disciplinary action	1

Comparative Analysis

- Use TCOLE's auto generated analysis
- Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

BOERNE POLICE DEPT.

01. Total Traffic Stops:	8545	
02. Location of Stop:		
a. City Street	7403	86.64%
b. US Highway	703	8.23%
c. County Road	6	0.07%
d. State Highway	369	4.32%
e. Private Property or Other	64	0.75%
03. Was Race known prior to Stop:		
a. NO	8397	98.27%
b. YES	148	1.73%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	26	0.30%
b. Asian/ Pacific Islander	122	1.43%
c. Black	333	3.90%
d. White	6505	76.13%
e. Hispanic/ Latino	1559	18.24%
05. Gender:		
a. Female	3244	37.96%
i. Alaska/ Native American/ Indian	4	0.05%
ii. Asian/ Pacific Islander	53	0.62%
iii. Black	122	1.43%
iv. White	2596	30.38%
v. Hispanic/ Latino	469	5.49%
b. Male	5301	62.04%
i. Alaska/ Native American/ Indian	22	0.26%
ii. Asian/ Pacific Islander	69	0.81%
iii. Black	211	2.47%
iv. White	3909	45.75%
v. Hispanic/ Latino	1090	12.76%
06. Reason for Stop:		
a. Violation of Law	196	2.29%
i. Alaska/ Native American/ Indian	3	1.53%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	8	4.08%
iv. White	144	73.47%
v. Hispanic/ Latino	41	20.92%
b. Pre-Existing Knowledge	120	1.40%
i. Alaska/ Native American/ Indian	1	0.83%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	2.50%
iv. White	95	79.17%
v. Hispanic/ Latino	21	17.50%
c. Moving Traffic Violation	5591	65.43%
i. Alaska/ Native American/ Indian	18	0.32%
ii. Asian/ Pacific Islander	85	1.52%
iii. Black	205	3.67%
iv. White	4293	76.78%
v. Hispanic/ Latino	990	17.71%
d. Vehicle Traffic Violation	2638	30.87%
i. Alaska/ Native American/ Indian	7	0.27%
ii. Asian/ Pacific Islander	34	1.29%
iii. Black	117	4.44%
iv. White	1973	74.79%
v. Hispanic/ Latino	507	19.22%
07. Was a Search Conducted:		
a. NO	8207	96.04%
i. Alaska/ Native American/ Indian	26	0.32%
ii. Asian/ Pacific Islander	117	1.43%
iii. Black	301	3.67%
iv. White	6283	76.56%
v. Hispanic/ Latino	1480	18.03%
b. YES	338	3.96%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	1.48%
iii. Black	32	9.47%
iv. White	222	65.68%
v. Hispanic/ Latino	79	23.37%
08. Reason for Search:		
a. Consent	111	1.30%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	2	1.80%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	4.50%
iv. White	82	73.87%
v. Hispanic/ Latino	22	19.82%
b. Contraband in Plain View	8	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	25.00%
v. Hispanic/ Latino	6	75.00%
c. Probable Cause	186	2.18%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	3	1.61%
iii. Black	22	11.83%
iv. White	118	63.44%
v. Hispanic/ Latino	43	23.12%
d. Inventory	17	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.88%
iv. White	10	58.82%
v. Hispanic/ Latino	6	35.29%
e. Incident to Arrest	16	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	25.00%
iv. White	10	62.50%
v. Hispanic/ Latino	2	12.50%
09. Was Contraband Discovered:		
YES	138	1.61%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	3	2.17%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	2	
iii. Black	10	7.25%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	6	
Finding resulted in arrest - NO	4	
iv. White	89	64.49%
Finding resulted in arrest - YES	35	
Finding resulted in arrest - NO	54	
v. Hispanic/ Latino	36	26.09%
Finding resulted in arrest - YES	13	
Finding resulted in arrest - NO	23	
b. NO	200	2.34%
i. Alaska/ Native American/ Indian	2	1.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	22	11.00%
iv. White	133	66.50%
v. Hispanic/ Latino	43	21.50%
10. Description of Contraband:		
a. Drugs	90	1.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	2.22%
iii. Black	8	8.89%
iv. White	60	66.67%
v. Hispanic/ Latino	20	22.22%
b. Currency	1	0.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Weapons	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%
d. Alcohol	33	0.39%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.03%
iii. Black	0	0.00%
iv. White	20	60.61%

Racial Profiling Analysis Report

v. Hispanic/ Latino	12	36.36%
e. Stolen Property	4	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	25.00%
iv. White	2	50.00%
v. Hispanic/ Latino	1	25.00%
f. Other	22	0.26%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	4.55%
iii. Black	1	4.55%
iv. White	16	72.73%
v. Hispanic/ Latino	4	18.18%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	6617	77.44%
i. Alaska/ Native American/ Indian	23	0.35%
ii. Asian/ Pacific Islander	102	1.54%
iii. Black	249	3.76%
iv. White	5202	78.62%
v. Hispanic/ Latino	1041	15.73%
c. Citation	1809	21.17%
i. Alaska/ Native American/ Indian	3	0.17%
ii. Asian/ Pacific Islander	19	1.05%
iii. Black	72	3.98%
iv. White	1231	68.05%
v. Hispanic/ Latino	484	26.76%
d. Written Warning and Arrest	94	1.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.06%
iii. Black	9	9.57%
iv. White	57	60.64%
v. Hispanic/ Latino	27	28.72%

Racial Profiling Analysis Report

e. Citation and Arrest	25	0.29%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	12.00%
iv. White	15	60.00%
v. Hispanic/ Latino	7	28.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	83	0.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.20%
iii. Black	7	8.43%
iv. White	52	62.65%
v. Hispanic/ Latino	23	27.71%
b. Violation of Traffic Law	11	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	9.09%
iv. White	6	54.55%
v. Hispanic/ Latino	4	36.36%
c. Violation of City Ordinance	2	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
d. Outstanding Warrant	23	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	17.39%
iv. White	13	56.52%
v. Hispanic/ Latino	6	26.09%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	8541	99.95%
i. Alaska/ Native American/ Indian	26	0.30%
ii. Asian/ Pacific Islander	122	1.43%
iii. Black	333	3.90%
iv. White	6501	76.12%
v. Hispanic/ Latino	1559	18.25%
b. YES	4	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	100.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	2	50.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	1	25.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	1	25.00%

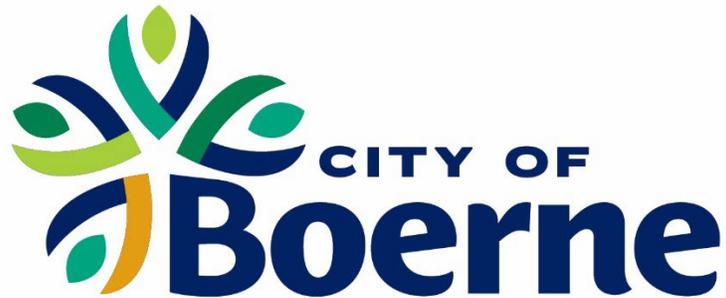
14. Total Number of Racial Profiling Complaints Received:	1
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REPORT DATE COMPILED 02/10/2026



AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	February 24, 2026
Requested Action	RECEIVE THE FIRST QUARTER FINANCIAL AND INVESTMENT REPORT FOR THE PERIOD ENDED DECEMBER 31, 2025
Contact Person	Sarah Buckelew, Finance Director
Background Information	The City is required by the Public Funds Investment Act to present an investment report to the City Council at least quarterly. The City's Quarterly Financial and Investment Report for the first quarter of the fiscal year, ended December 31, 2025, will be presented and discussed in the meeting.
Strategic Alignment	F1: Commitment to strategic, responsible, and conservative financial management.
Financial Considerations	The City's Quarterly Financial and Investment Report for quarter ended December 31, 2025 will be presented and discussed in the meeting.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Quarterly Financial & Investment Report



***QUARTERLY FINANCIAL
AND INVESTMENT
REPORT***

***FOR THE QUARTER ENDED
DECEMBER 31, 2025***

CITY MANAGER:
BEN THATCHER

ASSISTANT CITY MANAGERS:
KRISTY STARK
DANNY ZINCKE

FINANCE DIRECTOR:
SARAH BUCKELEW, CPA

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF REVENUES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL REVENUES	VARIANCE FROM BUDGET	PERCENT OF BUDGET	NOTES
TAXES	\$ 20,838,954	\$ 9,331,473	\$ (11,507,481)	44.78%	Includes property tax and sales taxes
FINES	\$ 250,000	59,180	(190,820)	23.67%	
LICENSES AND FEES	\$ 5,459,620	1,214,888	(4,244,732)	22.25%	Permit revenue on residential homes, plan review fees, and franchise fees
INTERLOCAL/SHARED SERVICES	\$ 1,912,362	61,448	(1,850,914)	3.21%	Municipal Facility fees from growth in residential neighborhoods plus fire deployment reimbursements.
OTHER REVENUES	\$ 3,915,087	1,128,291	(2,786,796)	28.82%	
RESTRICTED REVENUES	71,766	8,025	(63,741)	11.18%	
INTEREST	\$ 1,490,598	270,278	(1,220,320)	18.13%	
GRANTS AND DONATIONS	\$ 650,500	70,483	(580,017)	10.84%	
SUB - TOTAL	<u>\$ 34,588,887</u>	<u>\$ 12,144,067</u>	<u>\$ (22,444,820)</u>	<u>35.11%</u>	
TRANSFER FROM OTHER FUNDS	\$ 20,000	\$ 20,000	\$ -	100.00%	
NON-OPERATING	-	-	-	0.00%	
FUND BALANCE	150,000	-	(150,000)	0.00%	
TOTAL REVENUES	<u>\$ 34,758,887</u>	<u>\$ 12,164,067</u>	<u>\$ (22,594,820)</u>	<u>35.00%</u>	

GENERAL FUND SUMMARY

TOTAL REVENUE INCLUDING TRANSFERS	\$ 34,608,887	\$ 12,164,067	(22,444,820)	35.15%
GENERAL FUND EXPENDITURES	34,758,887	8,685,347	26,073,540	24.99%
BUDGETED FUND BALANCE	150,000	-	(150,000)	0.00%
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 3,478,721</u>	<u>\$ 3,478,721</u>	<u>0.00%</u>

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
100 ADMINISTRATION				
PERSONNEL	\$ 728,138	\$ 188,505	\$ 539,633	25.89%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	522,677	61,535	461,142	11.77%
GENERAL	218,058	71,623	146,435	32.85%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	70,000	45,000	25,000	64.29%
NON-OPERATING	1,218,826	1,046,416	172,410	85.85%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 2,757,699	\$ 1,413,078	\$ 1,344,621	51.24%
104 STREET DEPARTMENT				
PERSONNEL	\$ 1,530,757	\$ 289,487	\$ 1,241,270	18.91%
SUPPLIES	319,608	42,079	277,529	13.17%
MAINTENANCE	281,250	36,809	244,441	13.09%
PROFESSIONAL SERVICES	94,750	8,984	85,767	9.48%
GENERAL	21,358	2,058	19,300	9.64%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	419,529	-	419,529	0.00%
CAPITAL OUTLAY	542,000	-	542,000	0.00%
TOTAL STREET DEPT	\$ 3,209,252	\$ 379,416	\$ 2,829,836	11.82%
106 LAW ENFORCEMENT				
PERSONNEL	7,724,765	\$ 1,743,817	\$ 5,980,948	22.57%
SUPPLIES	57,900	155	57,745	0.27%
MAINTENANCE	386,273	332,065	54,208	85.97%
PROFESSIONAL SERVICES	37,800	-	37,800	0.00%
GENERAL	294,136	37,221	256,915	12.65%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	25,000	-	25,000	0.00%
TOTAL LAW ENFORCEMENT	\$ 8,525,874	\$ 2,113,259	\$ 6,412,616	24.79%
108 FIRE DEPARTMENT				
PERSONNEL	\$ 4,726,987	\$ 1,286,244	\$ 3,440,743	27.21%
SUPPLIES	228,381	69,725	158,656	30.53%
MAINTENANCE	184,454	9,438	175,016	5.12%
PROFESSIONAL SERVICES	35,000	12,866	22,134	36.76%
GENERAL	266,080	57,364	208,716	21.56%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	21,870	-	21,870	0.00%
TOTAL FIRE DEPARTMENT	\$ 5,462,772	\$ 1,435,638	\$ 4,027,135	26.28%

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
112 MUNICIPAL COURT				
PERSONNEL	\$ 352,963	\$ 74,130	\$ 278,833	21.00%
SUPPLIES	14,000	-	14,000	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	55,448	11,183	44,265	20.17%
GENERAL	14,040	6,166	7,874	43.91%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL MUNICIPAL COURT	<u>\$ 436,451</u>	<u>\$ 91,479</u>	<u>\$ 344,972</u>	<u>20.96%</u>
114 ANIMAL CONTROL				
PERSONNEL	\$ 535,946	\$ 103,409	\$ 432,537	19.29%
SUPPLIES	1,000	-	1,000	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	23,230	-	23,230	0.00%
GENERAL	95,874	18,576	77,298	19.38%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL ANIMAL CONTROL	<u>\$ 656,050</u>	<u>\$ 121,986</u>	<u>\$ 534,064</u>	<u>18.59%</u>
116 PERMITTING & CODE COMPLIANCE				
PERSONNEL	\$ 715,771	\$ 156,290	\$ 559,481	21.84%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	100,000	2,757	97,243	2.76%
GENERAL	86,811	9,263	77,548	10.67%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL CODE ENFORCEMENT	<u>\$ 902,582</u>	<u>\$ 168,309</u>	<u>\$ 734,273</u>	<u>18.65%</u>
120 PLANNING				
PERSONNEL	\$ 1,340,402	\$ 209,993	\$ 1,130,409	15.67%
SUPPLIES	16,000	-	16,000	0.00%
MAINTENANCE	1,000	-	1,000	0.00%
PROFESSIONAL SERVICES	160,600	8,082	152,518	5.03%
GENERAL	129,267	33,794	95,473	26.14%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL PLANNING	<u>\$ 1,647,269</u>	<u>\$ 251,869</u>	<u>\$ 1,395,400</u>	<u>15.29%</u>
122 INFORMATION TECHNOLOGY				
PERSONNEL	\$ 356,339	\$ 73,841	\$ 282,498	20.72%
SUPPLIES	14,077	881	13,196	6.26%
MAINTENANCE	1,544,569	802,680	741,889	51.97%
PROFESSIONAL SERVICES	79,700	10,455	69,245	13.12%
GENERAL	601,178	137,339	463,839	22.84%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	42,200	125,496	(83,296)	297.38%
TOTAL INFORMATION TECHNOLOGY	<u>\$ 2,638,063</u>	<u>\$ 1,150,691</u>	<u>\$ 1,487,372</u>	<u>43.62%</u>
124 FINANCE				
PERSONNEL	\$ 582,059	\$ 121,951	\$ 460,108	20.95%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	217,905	25,235	192,670	11.58%
GENERAL	36,834	4,329	32,505	11.75%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	240,310	107,824	132,486	44.87%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL FINANCE	<u>\$ 1,077,108</u>	<u>\$ 259,339</u>	<u>\$ 817,769</u>	<u>24.08%</u>

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
126 SPECIAL PROJECTS				
PERSONNEL	\$ 394,020	\$ 85,907	\$ 308,113	21.80%
SUPPLIES	400	-	400	0.00%
MAINTENANCE	-	168	(168)	0.00%
PROFESSIONAL SERVICES	-	-	-	0.00%
GENERAL	126,483	5,676	120,807	4.49%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL SPECIAL PROJECTS	\$ 520,903	\$ 91,751	\$ 429,152	17.61%
705 HUMAN RESOURCES				
PERSONNEL	\$ 295,556	\$ 64,748	\$ 230,808	21.91%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	954	(954)	0.00%
PROFESSIONAL SERVICES	27,800	7,812	19,988	28.10%
GENERAL	193,356	41,399	151,957	21.41%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 516,712	\$ 114,913	\$ 401,799	22.24%
707 LEGAL				
PERSONNEL	-	-	-	0.00%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	333,200	29,476	303,724	8.85%
GENERAL	-	-	-	0.00%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL LEGAL	\$ 333,200	\$ 29,476	\$ 303,724	8.85%
710 COMMUNICATIONS				
PERSONNEL	\$ 184,548	\$ 41,180	\$ 143,368	22.31%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	63,150	38,870	24,280	61.55%
PROFESSIONAL SERVICES	30,000	13,614	16,386	45.38%
GENERAL	104,797	31,767	73,030	30.31%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 382,495	\$ 125,431	\$ 257,064	32.79%
740 ENGINEERING & MOBILITY				
PERSONNEL	\$ 746,416	\$ 152,165	\$ 594,251	20.39%
SUPPLIES	400	-	400	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	514,000	59,106	454,894	11.50%
GENERAL	11,746	2,095	9,651	17.84%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	72,000	-	72,000	0.00%
TOTAL ENGINEERING & MOBILITY	\$ 1,344,562	\$ 213,366	\$ 1,131,196	15.87%
750 FACILITY MAINT				
PERSONNEL	\$ 861,921	\$ 180,330	\$ 681,591	20.92%
SUPPLIES	4,000	568	3,432	14.20%
MAINTENANCE	358,818	75,103	283,715	20.93%
PROFESSIONAL SERVICES	-	-	-	0.00%
GENERAL	311,944	4,435	307,509	1.42%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	150,000	-	150,000	0.00%
TOTAL FACILITY MAINT	\$ 1,686,683	\$ 260,436	\$ 1,426,247	15.44%
755 FLEET MAINTENANCE				
PERSONNEL	\$ 386,311	\$ 60,241	\$ 326,070	15.59%
SUPPLIES	343,294	49,313	293,981	14.36%
MAINTENANCE	1,740,996	332,941	1,408,055	19.12%
PROFESSIONAL SERVICES	-	-	-	0.00%
GENERAL	160,611	1,574	159,037	0.98%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	30,000	20,840	9,160	69.47%
TOTAL FLEET MAINTENANCE	\$ 2,661,212	\$ 464,909	\$ 2,196,303	17.47%
TRANSFER TO STORMWATER UTILITY	\$ -	\$ -	\$ -	
TRANSFER TO CAPITAL INFRASTRUCTURE FUND	-	-	-	
TOTAL EXPENDITURES	\$ 34,758,887	\$ 8,685,346	\$ 26,073,541	24.99%

CITY OF BOERNE, TEXAS
HOTEL/MOTEL FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 1,250,000	\$ 188,677	\$ (1,061,323)	15.09%
Other Revenues	2,000	-	(2,000)	0.00%
Interest	243	51	(192)	21.07%
TOTAL REVENUES	<u>\$ 1,252,243</u>	<u>\$ 188,728</u>	<u>\$ (1,063,515)</u>	<u>15.07%</u>
EXPENDITURES				
Personnel	\$ 608,489	\$ 146,745	\$ 461,744	24.12%
Supplies	1,800	205	1,595	11.39%
Maintenance	892	220	672	24.66%
General	210,431	69,832	140,599	33.19%
Charges For Services	72,131	18,033	54,098	25.00%
Other Contracts	38,500	-	38,500	0.00%
Non-Operating	320,000	90,884	229,116	28.40%
Capital Outlay	-	-	-	0.00%
TOTAL EXPENDITURES	<u>\$ 1,252,243</u>	<u>\$ 325,918</u>	<u>\$ 926,325</u>	<u>26.03%</u>
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ (137,190)</u>		

CITY OF BOERNE, TEXAS
PARKS FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
REVENUES				
Taxes	\$ 4,104,636	\$ 3,419,708	\$ (684,928)	83.31%
Licenses and Fees	570,000	9,470	(560,530)	1.66%
Facility Fees/Leases	140,000	16,843	(123,157)	12.03%
Other Revenues	148,500	27,098	(121,402)	18.25%
Interest	232,284	48,807	(183,477)	21.01%
Grants and Donations	2,500	109	(2,391)	4.36%
Transfers from other funds	55,000	55,000	-	100.00%
TOTAL REVENUES	\$ 5,252,920	\$ 3,577,035	\$ (1,675,885)	68.10%
EXPENDITURES				
Parks:				
Personnel	\$ 2,697,092	\$ 590,628	\$ 2,106,464	21.90%
Supplies	35,600	7,823	27,777	21.98%
Maintenance	835,415	102,230	733,185	12.24%
Professional Services	-	-	-	0.00%
General	686,569	333,119	353,450	48.52%
Charges For Services	354,183	88,546	265,637	25.00%
Other Contracts	140,000	-	140,000	0.00%
Non-Operating	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
Sub-Total Parks Expenditures	4,748,859	1,122,346	3,626,513	23.63%
Pool:				
Personnel	\$ 426,551	\$ -	\$ 426,551	0.00%
Supplies	1,000	-	1,000	0.00%
Maintenance	33,000	1,760	31,240	5.33%
Professional Services	24,000	3,289	20,711	13.70%
General	19,510	-	19,510	0.00%
Charges For Services	-	-	-	0.00%
Other Contracts	-	-	-	0.00%
Non-Operating	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
Sub-Total Pool Expenditures	504,061	5,049	499,012	1.00%
Transfer to Governmental Capital Fund	-	-	-	0.00%
TOTAL EXPENDITURES	\$ 5,252,920	\$ 1,127,395	\$ 4,125,525	21.46%
BUDGETED FUND BALANCE	-	-	-	0.00%
SURPLUS (DEFICIT)	\$ -	\$ 2,449,640		

CITY OF BOERNE, TEXAS
CEMETERY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET	NOTES
REVENUES					
Cemetery Revenues	\$ 195,000	\$ 83,340	\$ (111,660)	42.74%	Columbarium and plot sales
Other Operating Revenues	200	-	(200)	0.00%	
Restricted Revenues	51,300	18,324	(32,976)	35.72%	
Interest	46,706	26,011	(20,695)	55.69%	
TOTAL REVENUES	\$ 293,206	\$ 127,674	\$ (165,532)	43.54%	
EXPENDITURES					
Personnel	\$ -	\$ -	\$ -	0.00%	
Supplies	1,300	-	1,300	0.00%	
Maintenance	19,994	29,094	(9,100)	145.51%	
Professional Services	100,000	-	100,000	0.00%	
General	23,114	4,723	18,392	20.43%	
Shared Services	-	-	-	0.00%	
Other Contracts	-	-	-	0.00%	
Non-Operating	148,798	55,000	93,798	36.96%	
Capital Outlay	-	-	-	0.00%	
TOTAL EXPENDITURES	\$ 293,206	\$ 88,817	\$ 204,390	30.29%	
Transfer to Cemetery Endowment and Restricted Funds	-	-	-	0.00%	
BUDGETED FUND BALANCE	-	-	-	0.00%	
SURPLUS (DEFICIT)	\$ -	\$ 38,858			

CITY OF BOERNE, TEXAS
LIBRARY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 2,134,451	\$ 1,786,578	\$ (347,873)	83.70%
Licenses and Fees	27,400	7,368	(20,032)	26.89%
Interlocal/Shared Services	312,188	78,047	(234,141)	25.00%
Facility Fees/Leases	4,000	1,518	(2,483)	37.94%
Other Revenues	49,100	2,156	(46,944)	4.39%
Interest	37,410	17,777	(19,633)	47.52%
Grants and Donations	75,707	64	(75,643)	0.08%
Transfers from Other Funds	-	-	-	0.00%
TOTAL REVENUES	<u>\$ 2,640,256</u>	<u>\$ 1,893,508</u>	<u>\$ (746,748)</u>	<u>71.72%</u>
EXPENDITURES				
Personnel	1,820,236	\$ 405,910	\$ 1,414,326	22.30%
Supplies	8,500	182	8,318	2.14%
Maintenance	125,943	48,121	77,822	38.21%
Professional Services	-	-	-	0.00%
General	336,031	64,376	271,655	19.16%
Charges For Services	249,546	62,387	187,160	25.00%
Other Contracts	-	-	-	0.00%
Non-Operating	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
TOTAL EXPENDITURES	<u>\$ 2,540,256</u>	<u>\$ 580,976</u>	<u>\$ 1,959,280</u>	<u>22.87%</u>
Transfer to Other Funds	100,000	-	100,000	0.00%
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 1,312,532</u>		

CITY OF BOERNE, TEXAS
DISPATCH FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Interlocal/Shared Services	\$ 2,046,990	\$ 423,077	\$ (1,623,913)	20.67%
Transfer from Other Funds	-	752,137	752,137	0.00%
TOTAL REVENUES	<u>\$ 2,046,990</u>	<u>\$ 1,175,214</u>	<u>\$ (871,776)</u>	<u>57.41%</u>
EXPENDITURES				
Personnel	\$ 1,727,414	\$ 325,491	\$ 1,401,923	18.84%
Supplies	-	-	-	0.00%
Maintenance	43,153	8,810	34,343	20.41%
Professional Services	-	-	-	0.00%
General	109,776	12,643	97,133	11.52%
Shared Services	-	-	-	0.00%
Other Contracts	-	-	-	0.00%
Non-Operating	-	-	-	0.00%
Capital Outlay	499,942	-	499,942	0.00%
TOTAL EXPENDITURES	<u>\$ 2,380,285</u>	<u>\$ 346,943</u>	<u>\$ 2,033,342</u>	<u>14.58%</u>
BUDGETED FUND BALANCE	<u>333,295</u>	<u>-</u>	<u>(333,295)</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 828,271</u>		

CITY OF BOERNE, TEXAS
 ECONOMIC DEVELOPMENT FUND
 STATEMENT OF REVENUES AND EXPENDITURES
 BUDGET AND ACTUAL
 FOR THE QUARTER ENDED DECEMBER 31, 2025
 (25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Interest	\$ 84,495	\$ 8,650	\$ (75,845)	10.24%
Transfer from Other Funds	<u>300,000</u>	<u>70,884</u>	<u>(229,116)</u>	<u>23.63%</u>
TOTAL REVENUES	<u>\$ 384,495</u>	<u>\$ 79,534</u>	<u>\$ (304,961)</u>	<u>20.69%</u>
EXPENDITURES				
Professional Services/Fees	\$ -	\$ -	\$ -	0.00%
Other Contracts	<u>1,745,000</u>	<u>67,500</u>	<u>1,677,500</u>	<u>3.87%</u>
TOTAL EXPENDITURES	<u>\$ 1,745,000</u>	<u>\$ 67,500</u>	<u>\$ 1,677,500</u>	<u>3.87%</u>
BUDGETED FUND BALANCE	<u>1,360,505</u>	<u>\$ -</u>	<u>\$ (1,360,505)</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>12,034</u>		

CITY OF BOERNE, TEXAS
2023 BOND CONSTRUCTION FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET	NOTES
REVENUES					
Interest	\$ 388,000	\$ 155,763	\$ (232,237)	40.15%	Bond interest cannot be spent due to arbitrage laws
TOTAL REVENUES	<u>\$ 388,000</u>	<u>\$ 155,763</u>	<u>\$ (232,237)</u>	<u>40.15%</u>	
EXPENDITURES					
Capital Outlay					
Adler Rd Reconstruction	\$ 5,400,000	\$ 101,651	\$ 5,298,349	1.88%	
Street Reconstruction	-	-	-	0.00%	
Intersection Improvements	-	24,628	(24,628)	0.00%	
Signal Improvements	-	-	-	0.00%	
City Park Improvements	-	-	-	0.00%	
Northside Community Park	7,106,647	1,155,497	5,951,150	16.26%	Project expected to complete in Fiscal Year 2026
Northrup Park	-	-	-	0.00%	
Transfer to Fund Balance	388,000	155,763	232,237	40.15%	
TOTAL EXPENDITURES	<u>\$ 12,894,647</u>	<u>\$ 1,437,539</u>	<u>\$ 11,457,108</u>	<u>11.15%</u>	
BUDGETED FUND BALANCE	<u>\$ 12,506,647</u>	<u>-</u>	<u>\$ (12,506,647)</u>	<u>0.00%</u>	
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ (1,281,776)</u>			

CITY OF BOERNE, TEXAS
2025 BOND CONSTRUCTION FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET	NOTES
REVENUES					
Proceeds	\$ 4,000,000	\$ -	\$ (4,000,000)	100.00%	Received bond proceeds for Fiscal Year 2026 during Fiscal Year 2025.
Interest	-	40,348	40,348	100.00%	
TOTAL REVENUES	\$ 4,000,000	\$ 40,348	\$ (3,959,652)	100.00%	
EXPENDITURES					
Capital Outlay					
Northside Community Park	\$ 4,000,000	\$ -	\$ 4,000,000	100.00%	
Northrup Park Improvements	-	900	(900)	100.00%	
Bond Issuance Costs	-	-	-	100.00%	
Transfer to Fund Balance	-	40,348	(40,348)	100.00%	
TOTAL EXPENDITURES	\$ 4,000,000	\$ 41,248	\$ 3,958,752	100.00%	
BUDGETED FUND BALANCE	-	-	-	100.00%	
SURPLUS (DEFICIT)	\$ -	\$ (900)			

CITY OF BOERNE, TEXAS
GOVERNMENT VEHICLE REPLACEMENT FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Other Revenues	\$ -	\$ 53,069	\$ 53,069	0.00%
Interest	-	-	-	0.00%
TOTAL REVENUES	<u>\$ -</u>	<u>\$ 53,069</u>	<u>\$ 53,069</u>	<u>0.00%</u>
EXPENDITURES				
Capital Outlay				
Purchased Vehicles	\$ -	\$ -	\$ -	0.00%
Transfer to Fund Balance	-	-	-	0.00%
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.00%</u>
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 53,069</u>		

*This is a new fund created during Fiscal Year 2025. Proceeds from sale of vehicles will be utilized towards future lease payments.

CITY OF BOERNE, TEXAS
 CAPITAL PROJECTS CONSTRUCTION FUND
 STATEMENT OF REVENUES AND EXPENDITURES
 BUDGET AND ACTUAL
 FOR THE QUARTER ENDED DECEMBER 31, 2025
 (25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Interest	\$ 232,800	\$ 177,541	\$ (55,259)	76.26%
Transfers from other funds	<u>3,000,000</u>	<u>-</u>	<u>(3,000,000)</u>	<u>0.00%</u>
TOTAL REVENUES	<u>\$ 3,232,800</u>	<u>\$ 177,541</u>	<u>\$ (3,055,259)</u>	<u>5.49%</u>
EXPENDITURES				
Professional Services	\$ -	\$ -	\$ -	0.00%
Capital Outlay				
Fire	8,100,000	18,444	8,081,556	0.23%
Streets	860,000	360	859,640	0.04%
Sidewalks	150,000	-	150,000	0.00%
Parks	5,693,353	-	5,693,353	0.00%
Beautification	100,000	-	100,000	0.00%
Transfers to fund balance	<u>3,000,000</u>	<u>-</u>	<u>3,000,000</u>	<u>0.00%</u>
TOTAL EXPENDITURES	<u>\$ 17,903,353</u>	<u>\$ 18,804</u>	<u>\$ 17,884,549</u>	<u>0.11%</u>
BUDGETED FUND BALANCE	<u>14,670,553</u>	<u>-</u>	<u>(14,670,553)</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 158,737</u>		

CITY OF BOERNE, TEXAS
DEBT SERVICE FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 3,844,172	\$ 3,672,547	\$ (171,625)	95.5%
Interest	72,750	36,482	(36,268)	50.1%
Transfers from other funds	<u>2,522,342</u>	<u>294,279</u>	<u>(2,228,063)</u>	<u>11.7%</u>
TOTAL REVENUES	<u>\$ 6,439,264</u>	<u>\$ 4,003,308</u>	<u>\$ (2,435,956)</u>	<u>62.2%</u>
EXPENDITURES				
Fees	\$ 6,000	\$ 500	\$ 5,500	8.3%
Interest	1,582,323	-	1,582,323	0.0%
Principal	<u>5,241,966</u>	<u>-</u>	<u>5,241,966</u>	<u>0.0%</u>
TOTAL EXPENDITURES	<u>\$ 6,830,289</u>	<u>\$ 500</u>	<u>\$ 6,829,789</u>	<u>0.0%</u>
BUDGETED FUND BALANCE	<u>391,025</u>	<u>-</u>	<u>(391,025)</u>	<u>0.0%</u>
SURPLUS (DEFICIT)	<u><u>\$ -</u></u>	<u><u>\$ 4,002,808</u></u>		

CITY OF BOERNE, TEXAS
BOERNE PFC
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET	NOTES
ADDITIONS					
Contributions	\$ -	\$ -	\$ -	100.00%	
Interest	-	31,682	(31,682)	100.00%	
TOTAL ADDITIONS	\$ -	\$ 31,682	\$ (31,682)	100.00%	
DEDUCTIONS					
Contract Services	\$ -	\$ -	\$ -	100.00%	
Transfer to Other Funds	3,000,000	-	3,000,000	100.00%	Transfer to General Fund for Downtown Parking Garage project.
TOTAL DEDUCTIONS	\$ 3,000,000	\$ -	\$ 3,000,000	100.00%	
BUDGETED FUND BALANCE	3,000,000	-	(3,000,000)	100.00%	
SURPLUS (DEFICIT)	\$ -	\$ 31,682			

CITY OF BOERNE, TEXAS
 CAPITAL RECOVERY FUND
 STATEMENT OF REVENUES AND EXPENSES
 BUDGET AND ACTUAL
 FOR THE QUARTER ENDED DECEMBER 31, 2025
 (25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 3,102,844	\$ 992,319	\$ (2,110,525)	31.98%
Budgeted Fund Balance	<u>11,987,156</u>	<u>-</u>	<u>(11,987,156)</u>	<u>0.00%</u>
TOTAL OPERATING REVENUES	<u>15,090,000</u>	<u>992,319</u>	<u>(14,097,681)</u>	<u>6.58%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	<u>\$ (15,090,000)</u>	<u>\$ -</u>	<u>\$ (15,090,000)</u>	<u>0.00%</u>
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(15,090,000)</u>	<u>-</u>	<u>(15,090,000)</u>	<u>0.00%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u><u>\$ -</u></u>	<u><u>\$ 992,319</u></u>	<u><u>\$ 992,319</u></u>	

CITY OF BOERNE, TEXAS
ELECTRIC UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 21,495,670	\$ 3,337,813	\$ (18,157,857)	15.53%
Other Operating Revenues	556,686	346,098	(210,588)	62.17%
Interest Revenues	837,914	267,919	(569,995)	31.97%
Transfer from other funds	270,499	347,619	77,120	128.51%
Budgeted Fund Balance	-	-	-	0.00%
TOTAL OPERATING REVENUES	<u>23,160,769</u>	<u>4,299,449</u>	<u>(18,861,320)</u>	<u>18.56%</u>
Electric Operating Expenses				
Personnel	\$ 3,955,429	\$ 856,163	\$ 3,099,266	21.65%
Cost of Goods/Services Sold	9,380,030	2,123,515	7,256,515	22.64%
Supplies	45,000	12,075	32,925	26.83%
Maintenance	353,200	65,351	287,849	18.50%
Professional Services/Fees	140,000	7,735	132,265	5.53%
General	450,277	110,954	339,323	24.64%
Shared Services	976,907	244,227	732,680	25.00%
Other Contracts	73,750	11,250	62,500	15.25%
Debt Service	123,041	-	123,041	0.00%
Customer Service/Billing Operating Expenses				
Maintenance	473,042	101,015	372,027	21.35%
Professional Services/Fees	18,000	4,556	13,444	25.31%
General	23,800	4,740	19,060	19.91%
Debt Service	52,235	-	52,235	0.00%
TOTAL OPERATING EXPENSES	<u>16,064,711</u>	<u>3,541,581</u>	<u>12,523,130</u>	<u>22.05%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (6,823,058)	\$ -	\$ (6,823,058)	0.00%
Capital Outlay	(273,000)	(247,016)	(25,984)	90.48%
Gain on Sale of Asset	-	-	-	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(7,096,058)</u>	<u>(247,016)</u>	<u>(6,849,042)</u>	<u>3.48%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u>\$ -</u>	<u>\$ 510,853</u>	<u>\$ (24,535,408)</u>	

CITY OF BOERNE, TEXAS
WATER UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 8,094,987	\$ 1,775,758	\$ (6,319,229)	21.94%
Other Operating Revenues	262,483	84,253	(178,230)	32.10%
Restricted Revenues	-	-	-	0.00%
Interest	485,000	91,703	(393,297)	18.91%
Budgeted Fund Balance	-	-	-	0.00%
Transfer from other funds	16,120,000	-	(16,120,000)	0.00%
TOTAL OPERATING REVENUES	<u>24,962,470</u>	<u>1,951,714</u>	<u>(23,010,756)</u>	<u>7.82%</u>
Operating Expenses				
Personnel	\$ 3,111,423	\$ 693,935	\$ 2,417,488	22.30%
Cost of Goods/Services Sold	3,201,083	868,777	2,332,306	27.14%
Supplies	98,837	32,896	65,941	33.28%
Maintenance	404,294	113,471	290,823	28.07%
Professional Services/Fees	65,000	6,369	58,631	9.80%
General	721,805	134,803	587,002	18.68%
Shared Services	599,467	149,867	449,600	25.00%
Other Contracts	10,000	5,000	5,000	50.00%
Debt Service	18,801	-	18,801	0.00%
Customer Service/Billing Operating Expenses				
Maintenance	15,667	-	15,667	0.00%
Reclaimed Water				
Maintenance	27,500	-	27,500	0.00%
General	10,000	4,004	5,996	40.04%
TOTAL OPERATING EXPENSES	<u>8,283,877</u>	<u>2,009,123</u>	<u>6,274,754</u>	<u>24.25%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (558,593)	\$ -	\$ (558,593)	0.00%
Financed Purchase Interest	-	-	-	0.00%
Capital Outlay	(16,120,000)	(654,086)	(15,465,914)	4.06%
Gain on Sale of Asset	-	-	-	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(16,678,593)</u>	<u>(654,086)</u>	<u>(16,024,507)</u>	<u>3.92%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u>\$ -</u>	<u>\$ (711,494)</u>	<u>\$ (13,261,003)</u>	

CITY OF BOERNE, TEXAS
WASTEWATER UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 7,475,199	\$ 1,493,737	\$ (5,981,462)	19.98%
Other Operating Revenues	1,383,438	1,330,831	(52,607)	96.20%
Interest	388,000	158,646	(229,354)	40.89%
Transfers from other funds	1,492,794	-	(1,492,794)	0.00%
Budgeted Fund Balance	<u>2,396,000</u>	<u>-</u>	<u>(2,396,000)</u>	<u>0.00%</u>
TOTAL OPERATING REVENUES	<u>13,135,431</u>	<u>2,983,214</u>	<u>(10,152,217)</u>	<u>22.71%</u>
Operating Expenses				
Personnel	\$ 2,964,233	\$ 699,681	\$ 2,264,552	23.60%
Cost of Goods/Services Sold	475,663	94,499	381,164	19.87%
Supplies	189,250	52,773	136,477	27.89%
Maintenance	802,200	225,386	576,814	28.10%
Professional Services/Fees	76,000	6,748	69,252	8.88%
General	622,044	142,838	479,206	22.96%
Shared Services	452,124	113,031	339,093	25.00%
Other Contracts	256,436	22,163	234,273	8.64%
Debt Service	<u>2,659,285</u>	<u>-</u>	<u>2,659,285</u>	<u>0.00%</u>
TOTAL OPERATING EXPENSES	<u>8,497,235</u>	<u>1,357,119</u>	<u>7,140,116</u>	<u>15.97%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (2,242,196)	\$ -	\$ (2,242,196)	0.00%
Capital Outlay	(2,396,000)	(95,223)	(2,300,777)	3.97%
Gain on Sale of Asset	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(4,638,196)</u>	<u>(95,223)</u>	<u>(4,542,973)</u>	<u>2.05%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u>\$ -</u>	<u>\$ 1,530,872</u>	<u>\$ (12,749,361)</u>	

CITY OF BOERNE, TEXAS
 STORMWATER FUND
 STATEMENT OF REVENUES AND EXPENSES
 BUDGET AND ACTUAL
 FOR THE QUARTER ENDED DECEMBER 31, 2025
 (25% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 656,214	\$ 125,978	\$ (530,236)	19.20%
Other Operating Revenues	-	-	-	0.00%
Interest	75,000	100,509	25,509	134.01%
Budgeted Fund Balance	<u>2,780,000</u>	<u>-</u>	<u>(2,780,000)</u>	<u>0.00%</u>
TOTAL OPERATING REVENUES	<u>3,511,214</u>	<u>226,487</u>	<u>(3,284,727)</u>	<u>6.45%</u>
Operating Expenses				
Professional Services/Fees	\$ -	\$ -	\$ -	0.00%
General	29,510	717	28,793	2.43%
Shared Services	<u>8,375</u>	<u>-</u>	<u>8,375</u>	<u>0.00%</u>
TOTAL OPERATING EXPENSES	<u>37,885</u>	<u>717</u>	<u>37,168</u>	<u>1.89%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (693,329)	\$ -	\$ (693,329)	0.00%
Capital Outlay	<u>(2,780,000)</u>	<u>(490,273)</u>	<u>(2,289,727)</u>	<u>17.64%</u>
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(3,473,329)</u>	<u>(490,273)</u>	<u>(2,983,056)</u>	<u>14.12%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u>\$ -</u>	<u>\$ (264,503)</u>	<u>\$ (338,839)</u>	

CITY OF BOERNE, TEXAS
GAS UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 4,340,219	\$ 762,704	\$ (3,577,515)	17.57%
Other Operating Revenues	559,000	140,491	(418,509)	25.13%
Interest	69,412	33,588	(35,824)	48.39%
Transfers from other funds	-	-	-	0.00%
Budgeted Fund Balance	1,405,000	179,474	(1,225,526)	12.77%
TOTAL OPERATING REVENUES	<u>6,373,631</u>	<u>1,116,257</u>	<u>(5,257,374)</u>	<u>17.51%</u>
Operating Expenses				
Personnel	\$ 1,787,752	\$ 415,741	\$ 1,372,011	23.25%
Cost of Goods/Services Sold	1,227,274	344,453	882,821	28.07%
Supplies	28,222	4,323	23,899	15.32%
Maintenance	258,161	39,725	218,436	15.39%
Professional Services/Fees	15,708	8,769	6,939	55.83%
General	192,376	27,886	164,490	14.50%
Shared Services	314,711	78,678	236,033	25.00%
Other Contracts	10,000	5,000	5,000	50.00%
Debt Service	299,817	-	299,817	0.00%
Customer Service/Billing Operating Expenses				
Maintenance	20,000	-	20,000	0.00%
TOTAL OPERATING EXPENSES	<u>4,154,021</u>	<u>924,574</u>	<u>3,229,447</u>	<u>22.26%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	(814,610)	\$ (347,619)	\$ (466,991)	42.67%
Financed Purchase Interest	-	-	-	0.00%
Gain on Sale of Asset	-	-	-	0.00%
Capital Outlay	(1,405,000)	(179,474)	(1,225,526)	12.77%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(2,219,610)</u>	<u>(527,093)</u>	<u>(1,692,517)</u>	<u>23.75%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u>\$ -</u>	<u>\$ (335,410)</u>	<u>\$ (6,794,304)</u>	

CITY OF BOERNE, TEXAS
SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED DECEMBER 31, 2025
(25% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 1,662,970	\$ 340,085	\$ (1,322,885)	20.45%
Other Operating Revenues	10,000	2,999	(7,001)	29.99%
Interest	33,759	8,213	(25,546)	24.33%
Grants and Donations	-	-	-	0.00%
Budgeted Fund Balance	-	-	-	0.00%
TOTAL OPERATING REVENUES	<u>1,706,729</u>	<u>351,296</u>	<u>(1,355,433)</u>	<u>20.58%</u>
Operating Expenses				
Cost of Goods/Services Sold	\$ 1,446,739	\$ 279,931	\$ 1,166,808	19.35%
General	66,303	2,290	64,013	3.45%
Other Contracts	18,000	4,500	13,500	25.00%
Non-Operating	-	-	-	0.00%
Debt Service	154	-	154	0.00%
TOTAL OPERATING EXPENSES	<u>1,531,196</u>	<u>286,721</u>	<u>1,244,475</u>	<u>18.73%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	(175,533)	\$ -	\$ (175,533)	0.00%
Capital Outlay	-	-	-	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(175,533)</u>	<u>-</u>	<u>(175,533)</u>	<u>0.00%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u><u>\$ -</u></u>	<u><u>\$ 64,575</u></u>	<u><u>\$ (2,424,375)</u></u>	



City of Boerne
Texas Compliance Change in Val Report
Sorted by Fund
October 1, 2025 - December 31, 2025

HUB Investment Partners LLC
 900 S Capital of Texas Hwy
 350
 Austin, TX 78746
 (512)600-5200

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
Fund: General Fund									
10291	CLASS	001	04/01/2023	19,902.44	1,908,116.15	19,902.44	0.00	19,902.44	1,928,018.59
TX-01-0177-0003	1,928,018.59	3.969	/ /	19,902.44	1,908,116.15	19,902.44	0.00	19,902.44	1,928,018.59
10304	TXDALY	001	04/01/2023	63,183.69	6,278,781.18	63,183.69	0.00	63,183.69	6,341,964.87
1020-04-D	6,341,964.87	3.820	/ /	63,183.69	6,278,781.18	63,183.69	0.00	63,183.69	6,341,964.87
10311	TXPOOL	001	04/01/2023	40,559.76	1,255,485.53	8,489,353.13	4,009,341.97	4,480,011.16	5,735,496.69
01301400007	5,735,496.69	3.827	/ /	40,559.76	1,255,485.53	8,489,353.13	4,009,341.97	4,480,011.16	5,735,496.69
10326	TXSTAR	001	04/01/2023	257.59	25,628.25	257.59	0.00	257.59	25,885.84
1300011110	25,885.84	3.824	/ /	257.59	25,628.25	257.59	0.00	257.59	25,885.84
10418	FFCB	001	11/29/2023	4,328.19	760,991.06	0.00	761,000.00	-760,991.06	0.00
3133EPC37	0.00	0.000	11/13/2025	18,549.38	761,507.94	0.00	761,000.00	-761,507.94	0.00
10422	USTR	001	02/26/2024	5,333.75	501,297.57	0.00	0.00	529.70	501,827.27
91282CJV4	502,000.00	4.691	01/31/2026	0.00	502,382.38	0.00	0.00	-182.56	502,199.82
10423	USTR	001	03/21/2024	8,255.63	775,798.33	0.00	0.00	906.18	776,704.51
91282CJV4	777,000.00	4.736	01/31/2026	0.00	777,591.86	0.00	0.00	-282.58	777,309.28
10427	USTR	001	06/11/2024	9,208.14	749,960.56	0.00	0.00	14.99	749,975.55
91282CKS9	750,000.00	4.882	05/31/2026	18,281.25	754,998.05	0.00	0.00	-1,109.37	753,888.68
10432	FHLB	001	09/16/2024	6,706.25	740,140.26	0.00	0.00	-37.90	740,102.36
3130B2PJ8	740,000.00	3.603	09/04/2026	0.00	739,182.98	0.00	0.00	910.05	740,093.03
10437	FHLB	001	12/13/2024	8,381.25	747,855.04	0.00	0.00	-597.56	747,257.48
3130ATVE4	745,000.00	4.162	12/11/2026	16,762.50	752,521.07	0.00	0.00	-769.38	751,751.69
10440	USTR	001	03/24/2025	7,884.81	733,186.16	0.00	0.00	-553.07	732,633.09
91282CKE0	730,000.00	3.934	03/15/2027	0.00	735,988.28	0.00	0.00	228.12	736,216.40

Portfolio BRNE

City of Boerne
Texas Compliance Change in Val Report
October 1, 2025 - December 31, 2025

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10444	USTR	001	06/16/2025	7,270.50	743,837.20	0.00	0.00	176.24	744,013.44
91282CNE7	745,000.00	3.972	05/31/2027	13,172.36	747,706.44	0.00	0.00	1,164.07	748,870.51
10445	USTR	001	06/18/2025	2,839.40	1,029,399.84	0.00	1,032,000.00	-1,029,399.84	0.00
912828M56	0.00	0.000	11/15/2025	9,464.67	1,029,769.37	0.00	1,032,000.00	-1,029,769.37	0.00
10447	USTR	001	06/18/2025	10,168.93	1,040,750.78	0.00	0.00	189.34	1,040,940.12
91282CNE7	1,042,000.00	3.949	05/31/2027	18,202.97	1,045,785.39	0.00	0.00	1,628.12	1,047,413.51
10448	USTR	001	06/18/2025	5,333.75	501,957.84	0.00	0.00	31.79	501,989.63
91282CJV4	502,000.00	4.269	01/31/2026	0.00	502,382.38	0.00	0.00	-182.56	502,199.82
10449	USTR	001	06/18/2025	11,211.55	1,041,925.71	0.00	0.00	-681.45	1,041,244.26
91282CKE0	1,038,000.00	3.975	03/15/2027	0.00	1,046,514.84	0.00	0.00	324.37	1,046,839.21
10450	USTR	001	06/18/2025	11,360.70	1,036,165.87	0.00	0.00	-871.04	1,035,294.83
91282CJP7	1,032,000.00	4.026	12/15/2026	22,204.92	1,040,223.75	0.00	0.00	-112.88	1,040,110.87
10451	USTR	001	06/18/2025	12,130.28	1,037,144.20	0.00	0.00	-1,356.07	1,035,788.13
91282CHY0	1,032,000.00	4.079	09/15/2026	0.00	1,040,675.25	0.00	0.00	-1,136.81	1,039,538.44
10452	USTR	001	06/18/2025	12,584.46	1,029,635.30	0.00	0.00	-1,762.18	1,027,873.12
91282CKS9	1,025,000.00	4.169	05/31/2026	22,526.90	1,031,830.66	0.00	0.00	-1,516.14	1,030,314.52
10477	USTR	001	09/16/2025	15,293.42	1,778,156.71	0.00	0.00	624.07	1,778,780.78
91282CLL3	1,783,000.00	3.519	09/15/2027	0.00	1,775,129.73	0.00	0.00	4,736.09	1,779,865.82
10480	USTR	001	11/13/2025	4,193.25	0.00	759,096.72	0.00	758,543.39	758,543.39
91282CFU0	751,000.00	3.551	10/31/2027	0.00	0.00	759,096.72	0.00	759,419.42	759,419.42
10483	USTR	001	11/17/2025	5,225.19	0.00	1,029,588.05	0.00	1,028,919.80	1,028,919.80
91282CFU0	1,019,000.00	3.568	10/31/2027	0.00	0.00	1,029,588.05	0.00	1,030,423.95	1,030,423.95
Sub Totals For: Fund: General Fund				271,612.93	23,716,213.54	10,361,381.62	5,802,341.97	4,557,040.21	28,273,253.75
				263,068.43	23,752,201.48	10,361,381.62	5,802,341.97	4,565,619.48	28,317,820.96

Fund: Parks Fund

Portfolio BRNE

City of Boerne
Texas Compliance Change in Val Report
October 1, 2025 - December 31, 2025

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
10309	TXPOOL	030	04/01/2023	39,231.88	2,250,037.07	2,672,736.50	0.00	2,672,736.50	4,922,773.57
01301400002	4,922,773.57	3.827	/ /	39,231.88	2,250,037.07	2,672,736.50	0.00	2,672,736.50	4,922,773.57
10470	USTR	030	07/31/2025	2,592.19	237,399.64	0.00	0.00	-121.35	237,278.29
91282CLB5	237,000.00	4.165	07/31/2026	0.00	238,138.71	0.00	0.00	-33.33	238,105.38
10471	USTR	030	07/31/2025	2,442.64	233,365.56	0.00	0.00	-65.30	233,300.26
91282CMP3	233,000.00	4.007	02/28/2027	0.00	234,410.74	0.00	0.00	163.83	234,574.57
10472	USTR	030	07/31/2025	2,643.44	234,894.60	0.00	0.00	-294.93	234,599.67
91282CKR1	233,000.00	3.972	05/15/2027	3,048.63	236,067.23	0.00	0.00	36.40	236,103.63
10473	USTR	030	07/31/2025	2,726.96	232,327.02	0.00	0.00	-200.57	232,126.45
91282CKB6	232,000.00	4.270	02/28/2026	0.00	232,641.62	0.00	0.00	-340.75	232,300.87
Sub Totals For: Fund: Parks Fund				49,637.11	3,188,023.89	2,672,736.50	0.00	2,672,054.35	5,860,078.24
				42,280.51	3,191,295.37	2,672,736.50	0.00	2,672,562.65	5,863,858.02
Fund: Cemetery Fund									
10290	CLASS	035	04/01/2023	562.61	53,937.95	562.61	0.00	562.61	54,500.56
TX-01-0177-0002	54,500.56	3.969	/ /	562.61	53,937.95	562.61	0.00	562.61	54,500.56
10316	TXPOOL	035	04/01/2023	17,305.01	1,716,771.00	17,305.01	0.00	17,305.01	1,734,076.01
01301400020	1,734,076.01	3.827	/ /	17,305.01	1,716,771.00	17,305.01	0.00	17,305.01	1,734,076.01
10319	TXPOOL	035	04/01/2023	0.00	0.00	0.00	0.00	0.00	0.00
01301400024	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10458	USTR	035	07/31/2025	1,346.96	210,476.57	0.00	0.00	934.37	211,410.94
9128286F2	212,000.00	4.275	02/28/2026	0.00	210,770.23	0.00	0.00	815.71	211,585.94
10459	USTR	035	07/31/2025	1,017.18	212,989.08	0.00	0.00	1,217.83	214,206.91
912828Y95	217,000.00	4.171	07/31/2026	0.00	213,661.08	0.00	0.00	1,264.88	214,925.96
10460	USTR	035	07/31/2025	1,034.05	210,735.57	0.00	0.00	1,119.09	211,854.66
91282CEC1	217,000.00	4.001	02/28/2027	0.00	211,676.72	0.00	0.00	1,322.34	212,999.06

City of Boerne
Texas Compliance Change in Val Report
October 1, 2025 - December 31, 2025

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10461	USTR	035	07/31/2025	1,299.35	211,645.12	0.00	0.00	833.59	212,478.71
912828X88	217,000.00	3.965	05/15/2027	1,498.51	212,668.48	0.00	0.00	1,068.04	213,736.52
Sub Totals For: Fund: Cemetery Fund				22,565.16	2,616,555.29	17,867.62	0.00	21,972.50	2,638,527.79
				19,366.13	2,619,485.46	17,867.62	0.00	22,338.59	2,641,824.05
Fund: Library Fund									
10317	TXPOOL	040	04/01/2023	17,748.05	902,872.30	1,393,585.40	0.00	1,393,585.40	2,296,457.70
01301400021	2,296,457.70	3.827	/ /	17,748.05	902,872.30	1,393,585.40	0.00	1,393,585.40	2,296,457.70
Sub Totals For: Fund: Library Fund				17,748.05	902,872.30	1,393,585.40	0.00	1,393,585.40	2,296,457.70
				17,748.05	902,872.30	1,393,585.40	0.00	1,393,585.40	2,296,457.70
Fund: Economic Development									
10323	TXPOOL	060	04/01/2023	8,649.90	858,124.50	8,649.90	0.00	8,649.90	866,774.40
01301400042	866,774.40	3.827	/ /	8,649.90	858,124.50	8,649.90	0.00	8,649.90	866,774.40
Sub Totals For: Fund: Economic Development				8,649.90	858,124.50	8,649.90	0.00	8,649.90	866,774.40
				8,649.90	858,124.50	8,649.90	0.00	8,649.90	866,774.40
Fund: 2022 Bond Constructi									
10339	TXPOOL	134	09/01/2023	155,763.34	15,452,763.84	155,763.34	0.00	155,763.34	15,608,527.18
01301400033	15,608,527.18	3.827	/ /	155,763.34	15,452,763.84	155,763.34	0.00	155,763.34	15,608,527.18
Sub Totals For: Fund: 2022 Bond Constructi				155,763.34	15,452,763.84	155,763.34	0.00	155,763.34	15,608,527.18
				155,763.34	15,452,763.84	155,763.34	0.00	155,763.34	15,608,527.18
Fund: 2025 Construction Bo									
10478	TXPOOL	135	09/01/2025	40,347.55	4,002,744.09	40,347.55	0.00	40,347.55	4,043,091.64
01301400034	4,043,091.64	3.827	/ /	40,347.55	4,002,744.09	40,347.55	0.00	40,347.55	4,043,091.64
Sub Totals For: Fund: 2025 Construction Bo				40,347.55	4,002,744.09	40,347.55	0.00	40,347.55	4,043,091.64
				40,347.55	4,002,744.09	40,347.55	0.00	40,347.55	4,043,091.64

Fund: Capital Projects Con

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
10296	CLASS	150	04/01/2023	177,541.18	17,021,478.86	177,541.18	0.00	177,541.18	17,199,020.04
TX-01-0177-0012	17,199,020.04	3.969	/ /	177,541.18	17,021,478.86	177,541.18	0.00	177,541.18	17,199,020.04
Sub Totals For: Fund: Capital Projects Con				177,541.18	17,021,478.86	177,541.18	0.00	177,541.18	17,199,020.04
				177,541.18	17,021,478.86	177,541.18	0.00	177,541.18	17,199,020.04
Fund: Debt Service Fund									
10325	TXPOOL	200	04/01/2023	36,081.72	1,398,983.10	3,562,900.66	500.00	3,562,400.66	4,961,383.76
01301400045	4,961,383.76	3.827	/ /	36,081.72	1,398,983.10	3,562,900.66	500.00	3,562,400.66	4,961,383.76
Sub Totals For: Fund: Debt Service Fund				36,081.72	1,398,983.10	3,562,900.66	500.00	3,562,400.66	4,961,383.76
				36,081.72	1,398,983.10	3,562,900.66	500.00	3,562,400.66	4,961,383.76
Fund: Capital Recovery Fun									
10295	CLASS	500	04/01/2023	9,795.92	939,168.63	9,795.92	0.00	9,795.92	948,964.55
TX-01-0177-0010	948,964.55	3.969	/ /	9,795.92	939,168.63	9,795.92	0.00	9,795.92	948,964.55
10320	TXPOOL	500	04/01/2023	200,323.80	20,417,044.05	200,323.80	1,440,420.77	-1,240,096.97	19,176,947.08
01301400025	19,176,947.08	3.827	/ /	200,323.80	20,417,044.05	200,323.80	1,440,420.77	-1,240,096.97	19,176,947.08
Sub Totals For: Fund: Capital Recovery Fun				210,119.72	21,356,212.68	210,119.72	1,440,420.77	-1,230,301.05	20,125,911.63
				210,119.72	21,356,212.68	210,119.72	1,440,420.77	-1,230,301.05	20,125,911.63
Fund: Electric Fund									
10292	CLASS	510	04/01/2023	29,370.16	2,815,814.34	29,370.16	0.00	29,370.16	2,845,184.50
TX-01-0177-0007	2,845,184.50	3.969	/ /	29,370.16	2,815,814.34	29,370.16	0.00	29,370.16	2,845,184.50
10308	TXDALY	510	04/01/2023	49,651.79	4,934,069.60	49,651.79	0.00	49,651.79	4,983,721.39
1020-07-D	4,983,721.39	3.820	/ /	49,651.79	4,934,069.60	49,651.79	0.00	49,651.79	4,983,721.39
10310	TXPOOL	510	04/01/2023	397.63	39,447.83	397.63	0.00	397.63	39,845.46
01301400003	39,845.46	3.827	/ /	397.63	39,447.83	397.63	0.00	397.63	39,845.46
10313	TXPOOL	510	04/01/2023	53,854.62	5,342,740.82	53,854.62	0.00	53,854.62	5,396,595.44
01301400014	5,396,595.44	3.827	/ /	53,854.62	5,342,740.82	53,854.62	0.00	53,854.62	5,396,595.44

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10322	TXPOOL	510	04/01/2023	36,502.32	3,621,270.76	36,502.32	0.00	36,502.32	3,657,773.08
01301400038	3,657,773.08	3.827	/ /	36,502.32	3,621,270.76	36,502.32	0.00	36,502.32	3,657,773.08
10324	TXPOOL	510	04/01/2023	8,010.12	794,659.60	8,010.12	0.00	8,010.12	802,669.72
01301400043	802,669.72	3.827	/ /	8,010.12	794,659.60	8,010.12	0.00	8,010.12	802,669.72
10419	USTR	510	11/30/2023	2,054.35	504,122.17	0.00	504,000.00	-504,122.17	0.00
91282CJE2	0.00	0.000	10/31/2025	12,600.00	504,319.80	0.00	504,000.00	-504,319.80	0.00
10425	USTR	510	04/02/2024	3,425.63	518,486.05	0.00	0.00	2,649.86	521,135.91
9128286A3	522,000.00	4.753	01/31/2026	0.00	519,670.37	0.00	0.00	1,860.49	521,530.86
10428	USTR	510	07/02/2024	5,886.38	508,435.42	0.00	0.00	190.96	508,626.38
91282CKY6	509,000.00	4.782	06/30/2026	11,770.63	512,065.93	0.00	0.00	-425.49	511,640.44
10433	USTR	510	10/03/2024	4,414.23	498,307.07	0.00	0.00	175.14	498,482.21
91282CLP4	499,000.00	3.645	09/30/2026	0.00	497,963.01	0.00	0.00	674.44	498,637.45
10436	USTR	510	12/10/2024	5,351.74	500,714.79	0.00	0.00	-154.73	500,560.06
91282CLY5	500,000.00	4.120	11/30/2026	10,625.00	502,988.28	0.00	0.00	82.03	503,070.31
10441	USTR	510	04/02/2025	4,916.57	502,044.12	0.00	0.00	-7.43	502,036.69
91282CMV0	502,000.00	3.868	03/31/2027	0.00	503,529.53	0.00	0.00	666.72	504,196.25
10455	USTR	510	07/01/2025	4,678.97	499,170.32	0.00	0.00	-24.60	499,145.72
91282CNL1	499,000.00	3.729	06/30/2027	9,305.40	499,974.61	0.00	0.00	994.10	500,968.71
10462	USTR	510	07/31/2025	7,447.59	646,253.52	0.00	0.00	-762.22	645,491.30
91282CKY6	644,000.00	4.138	06/30/2026	12,383.44	647,879.10	0.00	0.00	-538.35	647,340.75
10463	USTR	510	07/31/2025	6,882.34	644,622.04	0.00	0.00	-351.12	644,270.92
91282CLY5	643,000.00	4.021	11/30/2026	9,109.17	646,842.93	0.00	0.00	105.49	646,948.42
10464	USTR	510	07/31/2025	6,287.72	641,346.89	0.00	0.00	110.05	641,456.94
91282CMV0	642,000.00	3.943	03/31/2027	0.00	643,956.10	0.00	0.00	852.65	644,808.75
10465	USTR	510	07/31/2025	6,094.84	648,218.33	0.00	0.00	257.32	648,475.65
91282CNL1	650,000.00	3.913	06/30/2027	10,134.17	651,269.53	0.00	0.00	1,294.92	652,564.45

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10466	USTR	510	07/31/2025	5,714.61	642,506.99	0.00	0.00	882.85	643,389.84
91282CLP4	646,000.00	4.057	09/30/2026	0.00	644,657.53	0.00	0.00	873.11	645,530.64
10467	USTR	510	07/31/2025	4,298.44	651,522.26	0.00	0.00	2,622.56	654,144.82
9128286A3	655,000.00	4.260	01/31/2026	0.00	652,076.81	0.00	0.00	2,334.52	654,411.33
10469	USTR	510	07/31/2025	2,608.70	640,326.09	0.00	640,000.00	-640,326.09	0.00
91282CJE2	0.00	0.000	10/31/2025	8,000.00	640,406.10	0.00	640,000.00	-640,406.10	0.00
10474	USTR	510	09/08/2025	11,046.04	1,202,174.08	0.00	0.00	-417.76	1,201,756.32
91282CNV9	1,199,000.00	3.480	08/31/2027	0.00	1,199,140.51	0.00	0.00	2,622.81	1,201,763.32
10479	USTR	510	11/04/2025	6,420.85	0.00	1,142,897.85	0.00	1,143,065.79	1,143,065.79
91282CPE5	1,145,000.00	3.596	10/31/2027	0.00	0.00	1,142,897.85	0.00	1,145,402.54	1,145,402.54
Sub Totals For: Fund: Electric Fund				265,315.64	26,796,253.09	1,320,684.49	1,144,000.00	181,575.05	26,977,828.14
				261,714.45	26,814,743.09	1,320,684.49	1,144,000.00	189,860.72	27,004,603.81
Fund: Water Fund									
10293	CLASS	520	04/01/2023	7,773.53	745,273.75	7,773.53	0.00	7,773.53	753,047.28
TX-01-0177-0008	753,047.28	3.969	/ /	7,773.53	745,273.75	7,773.53	0.00	7,773.53	753,047.28
10294	CLASS	520	04/01/2023	13,090.25	1,255,006.76	13,090.25	0.00	13,090.25	1,268,097.01
TX-01-0177-0009	1,268,097.01	3.969	/ /	13,090.25	1,255,006.76	13,090.25	0.00	13,090.25	1,268,097.01
10314	TXPOOL	520	04/01/2023	22,740.29	2,255,983.72	22,740.29	0.00	22,740.29	2,278,724.01
01301400015	2,278,724.01	3.827	/ /	22,740.29	2,255,983.72	22,740.29	0.00	22,740.29	2,278,724.01
10421	USTR	520	12/07/2023	56.25	275,063.71	0.00	276,000.00	-275,063.71	0.00
91282CAT8	0.00	0.000	10/31/2025	345.00	275,128.39	0.00	276,000.00	-275,128.39	0.00
10424	USTR	520	03/15/2024	260.62	274,164.32	0.00	0.00	2,892.48	277,056.80
91282CBH3	278,000.00	4.745	01/31/2026	0.00	274,685.72	0.00	0.00	2,591.58	277,277.30
10430	USTR	520	07/02/2024	606.06	269,419.83	0.00	0.00	2,563.88	271,983.71
91282CCJ8	277,000.00	4.768	06/30/2026	1,211.88	271,128.90	0.00	0.00	2,265.77	273,394.67

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
10435	USTR	520	10/03/2024	605.96	266,781.53	0.00	0.00	1,824.45	268,605.98
91282CCZ2	274,000.00	3.637	09/30/2026	0.00	266,437.17	0.00	0.00	2,157.75	268,594.92
10439	USTR	520	12/10/2024	1,109.07	263,501.63	0.00	0.00	1,623.18	265,124.81
912828YU8	271,000.00	4.123	11/30/2026	2,201.88	264,648.44	0.00	0.00	1,717.04	266,365.48
10443	USTR	520	04/02/2025	450.21	271,765.87	0.00	0.00	2,229.92	273,995.79
912828ZE3	285,000.00	3.880	03/31/2027	0.00	272,508.99	0.00	0.00	2,649.60	275,158.59
10457	USTR	520	07/01/2025	343.81	260,141.14	0.00	0.00	2,146.02	262,287.16
912828ZV5	275,000.00	3.741	06/30/2027	683.76	260,551.76	0.00	0.00	2,621.09	263,172.85
10476	USTR	520	09/08/2025	349.45	259,940.82	0.00	0.00	1,982.04	261,922.86
91282CAH4	275,000.00	3.484	08/31/2027	0.00	259,262.70	0.00	0.00	2,610.35	261,873.05
10482	USTR	520	11/04/2025	1,691.80	0.00	275,423.52	0.00	275,307.23	275,307.23
91282CLO2	274,000.00	3.595	10/15/2027	0.00	0.00	275,423.52	0.00	275,862.35	275,862.35
Sub Totals For: Fund: Water Fund				49,077.30	6,397,043.08	319,027.59	276,000.00	59,109.56	6,456,152.64
				48,046.59	6,400,616.30	319,027.59	276,000.00	60,951.21	6,461,567.51
Fund: Wastewater Fund									
10297	CLASS	530	04/01/2023	27,400.41	2,626,975.75	27,400.41	0.00	27,400.41	2,654,376.16
TX-01-0177-0013	2,654,376.16	3.969	/ /	27,400.41	2,626,975.75	27,400.41	0.00	27,400.41	2,654,376.16
10315	TXPOOL	530	04/01/2023	7,992.58	792,917.78	7,992.58	0.00	7,992.58	800,910.36
01301400017	800,910.36	3.827	/ /	7,992.58	792,917.78	7,992.58	0.00	7,992.58	800,910.36
10321	TXPOOL	530	04/01/2023	129,194.69	12,816,969.95	129,194.69	0.00	129,194.69	12,946,164.64
01301400035	12,946,164.64	3.827	/ /	129,194.69	12,816,969.95	129,194.69	0.00	129,194.69	12,946,164.64
10420	USTR	530	12/14/2023	635.87	259,699.30	0.00	260,000.00	-259,699.30	0.00
9128285J5	0.00	0.000	10/31/2025	3,900.00	259,749.79	0.00	260,000.00	-259,749.79	0.00
10426	USTR	530	04/02/2024	2,460.63	253,375.09	0.00	0.00	542.37	253,917.46
91282CGE5	254,000.00	4.767	01/15/2026	0.00	253,920.63	0.00	0.00	89.25	254,009.88

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
10429	USTR	530	07/02/2024	1,275.23	266,458.19	0.00	0.00	1,874.43	268,332.62
9128287B0	272,000.00	4.773	06/30/2026	2,550.00	268,193.59	0.00	0.00	1,658.03	269,851.62
10434	USTR	530	10/03/2024	1,096.61	261,924.20	0.00	0.00	1,282.89	263,207.09
912828YG9	267,000.00	3.617	09/30/2026	0.00	261,588.04	0.00	0.00	1,621.81	263,209.85
10438	USTR	530	12/10/2024	868.87	267,185.95	0.00	0.00	1,907.99	269,093.94
91282CDK4	276,000.00	4.134	11/30/2026	1,725.00	268,323.75	0.00	0.00	2,029.03	270,352.78
10442	USTR	530	04/02/2025	1,668.13	258,841.17	0.00	0.00	869.25	259,710.42
91282CEF4	264,000.00	3.869	03/31/2027	0.00	259,565.62	0.00	0.00	1,175.63	260,741.25
10456	USTR	530	07/01/2025	2,234.78	272,794.17	0.00	0.00	318.58	273,112.75
91282CEW7	275,000.00	3.731	06/30/2027	4,444.46	273,238.28	0.00	0.00	837.89	274,076.17
10475	USTR	530	09/08/2025	2,120.51	265,222.86	0.00	0.00	233.90	265,456.76
91282CFH9	267,000.00	3.487	08/31/2027	0.00	264,569.88	0.00	0.00	917.82	265,487.70
10481	USTR	530	11/04/2025	221.10	0.00	259,752.66	0.00	261,050.66	261,050.66
91282CAU5	276,000.00	3.593	10/31/2027	0.00	0.00	259,752.66	0.00	261,553.13	261,553.13
Sub Totals For: Fund: Wastewater Fund				177,169.41	18,342,364.41	424,340.34	260,000.00	172,968.45	18,515,332.86
				177,207.14	18,346,013.06	424,340.34	260,000.00	174,720.48	18,520,733.54
Fund: Stormwater Fund									
10298	CLASS	535	04/01/2023	100,508.74	9,636,112.50	100,508.74	0.00	100,508.74	9,736,621.24
TX-01-0177-0015	9,736,621.24	3.969	/ /	100,508.74	9,636,112.50	100,508.74	0.00	100,508.74	9,736,621.24
Sub Totals For: Fund: Stormwater Fund				100,508.74	9,636,112.50	100,508.74	0.00	100,508.74	9,736,621.24
				100,508.74	9,636,112.50	100,508.74	0.00	100,508.74	9,736,621.24
Fund: Gas Fund									
10318	TXPOOL	540	04/01/2023	33,514.83	3,324,890.99	33,514.83	0.00	33,514.83	3,358,405.82
01301400022	3,358,405.82	3.827	/ /	33,514.83	3,324,890.99	33,514.83	0.00	33,514.83	3,358,405.82
Sub Totals For: Fund: Gas Fund				33,514.83	3,324,890.99	33,514.83	0.00	33,514.83	3,358,405.82
				33,514.83	3,324,890.99	33,514.83	0.00	33,514.83	3,358,405.82

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Fund: Solid Waste Fund									
10312	TXPOOL	550	04/01/2023	8,212.65	814,750.99	8,212.65	0.00	8,212.65	822,963.64
01301400008	822,963.64	3.827	/ /	8,212.65	814,750.99	8,212.65	0.00	8,212.65	822,963.64
Sub Totals For: Fund: Solid Waste Fund				8,212.65	814,750.99	8,212.65	0.00	8,212.65	822,963.64
				8,212.65	814,750.99	8,212.65	0.00	8,212.65	822,963.64
Fund: Boerne Public Facili									
10454	TXPOOL	800	06/01/2025	31,682.15	3,143,072.96	31,682.15	0.00	31,682.15	3,174,755.11
01301400016	3,174,755.11	3.827	/ /	31,682.15	3,143,072.96	31,682.15	0.00	31,682.15	3,174,755.11
Sub Totals For: Fund: Boerne Public Facili				31,682.15	3,143,072.96	31,682.15	0.00	31,682.15	3,174,755.11
				31,682.15	3,143,072.96	31,682.15	0.00	31,682.15	3,174,755.11
Report Grand Totals:				1,655,547.38	158,968,460.11	20,838,864.28	8,923,262.74	11,946,625.47	170,915,085.58
				1,631,853.08	159,036,361.57	20,838,864.28	8,923,262.74	11,967,958.48	171,004,320.05

GLOSSARY	
PAR VALUE	The face value of investment.
MARKET VALUE	The face value multiplied by the market price. It is the last reported price from the report date.
BOOK VALUE	The cost of a bond, plus or minus adjustments for purchase discount or premium adjustments.
AMORTIZATION/ACCRETION	Amortization (accretion) is the process of reducing (increasing) the original cost of the investment on a daily basis in order to equal par value at maturity. Amortization calculations vary by investment type and the basis associated with the type of investment.
SECURITY TYPE DEFINITIONS	Security types are broad category of investments with similar characteristics and risk features such as agency securities, corporate bonds, municipal bonds, and money markets. Codes within the system are utilized to make calculations based on the underlying security. Security type labels are customizable.
BCD	Non-Negotiable CDs
FAC	Federal Agency Coupon Securities
MC1	Municipal Bonds
NCB	Negotiable Certificate of Deposit
RR2	Bank Accounts
RR3	Money Market Accounts
RRP	Investment Pools
SCD	Certificates of Deposit
PURCHASE PRINCIPAL	The original cost of the bond. Par value multiplied by purchase price.
PREMIUM/DISCOUNT	A bond with price below 100 is discount. A bond with price above 100 is premium.
ADJUSTED INTEREST EARNINGS	Net between interest earned and amortization/accretion adjustments within a report period.
EFFECTIVE RATE OF RETURN	Interest earnings adjusted for amortization of premiums and accretion for discounts plus any realized gain or loss divided by the average daily balance of the portfolio divided by 365 and then multiplied by the actual days in the report period.
YIELD TO MATURITY	The yield of an investment as of the purchase date assuming that the bond is held to maturity.
YTM 360	The yield is based on a hypothetical year that has only 360 days.
YTM 365	The yield is based on a 365-day year.
REMAINING COST	The original cost of an investment taking into consideration any partial sales or redemptions for the par value that remains.
STATED RATE	Coupon rate (yield the bond paid on its issue date).
CURRENT RATE	A bond's annual return based on its annual coupon payments and current price (as opposed to its original price or face).



AGENDA ITEM SUMMARY

Agenda Date	February 24, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R15; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, FOR THE REIMBURSEMENT OF THE SUGGS CREEK SEWER MAIN EXTENSION TO BUC-EE'S LTD, FOR AN AMOUNT NOT TO EXCEED \$600,000.
Contact Person	Andrew Wilkinson – Utilities Engineer
Background Information	<p>The Utilities Capital Improvement Plan includes the Suggs Creek Sewer Extension project, which involves extending a 12-inch sewer main starting at Main St. and crossing IH-10 to the Buc-ee’s development. In 2016, the City signed a development agreement with Buc-ee’s to extend this sewer main at the City’s sole cost and expense to their northwestern property boundary line. In 2026, an amendment was made to this agreement, specifying that Buc-ee’s would be responsible for obtaining bids and managing the project construction, with reimbursement from the City.</p> <p>Buc-ee’s obtained bids for the sewer extension following Chapter 252 of the Texas Local Government Code. Construction bids were opened on December 5, 2025, with six bids received, ranging from \$503,376 to \$1,321,572.</p> <p>The lowest bid for the project was from Pyramid Masons, Inc., at \$503,376.00. The engineer’s estimate of the probable construction cost was \$707,560.87, and the budget for the project was \$2,250,000.</p> <p>Based on the above, staff requests that the Council approve the reimbursement to Buc-ee’s for an amount not exceeding \$600,000.00, which includes extra funds for any unforeseen costs that might occur during construction. A letter from Buc-ee’s engineer recommending the award of the contract to Pyramid Masons, Inc. is attached for reference. Reimbursement will not occur until after the City’s final acceptance of the project.</p>
Strategic Alignment	F2 – Investing in and maintaining high-quality infrastructure systems and public assets.

	B2 – Advancing master plan recommendations.
Financial Considerations	Funding for this project is provided by the wastewater impact fee fund.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	The council may decide not to approve reimbursement now, but this could delay the project and Buc-ee’s would need to seek new bids.
Supporting Documents	Resolution No. 2026-R15 Buc-ee’s Engineer Recommendation Letter

RESOLUTION NO. 2026-R15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, FOR THE REIMBURSEMENT OF THE SUGGS CREEK SEWER MAIN EXTENSION TO BUC-EE'S LTD, FOR AN AMOUNT NOT TO EXCEED \$600,000

WHEREAS, the City of Boerne Utilities Capital Improvement Plan includes the Suggs Creek Sewer Main Extension project; and

WHEREAS, the City entered into a development agreement with Buc-ee's Ltd. to extend the sewer main to serve the Buc-ee's development, with reimbursement by the City; and

WHEREAS, the City Council finds it in the best interest to reimburse Buc-ee's for the construction of the Suggs Creek Sewer Main Extension;

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

that the City Council hereby authorizes the reimbursement of the Suggs Creek Sewer Main Extension to Buc-ee's Ltd, for an amount not to exceed \$600,000.

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

APPROVED:

Mayor

ATTEST:

City Secretary

February 18, 2026

Mike Brinkmann
Director of Utilities
447 N. Main St.
Boerne, Texas 78006

**Re: *Suggs Creek Sewer Extension
Recommendation to Award***

Dear Mr. Brinkmann,

Bids were received for Suggs Creek Sewer Extension on Friday, December 5th, 2025. The bid generally includes approximately 1,500 linear feet of 12-inch sanitary sewer via direct bury and approximately 500 linear feet of 12-inch sanitary sewer via bore and encasement, beginning near the southern right-of-way line of S. Main Street and extending south across Interstate Highway 10.

The engineer's opinion of probable construction cost (OPCC) for the project was approximately \$707,560.87. A total of six bids were received, with total bids ranging from \$503,376.00 to \$1,321,571.55. The average bid was \$844,111.33. Based on our review of the six bids submitted, Pyramid Masons of Houston, Texas is the apparent low bidder.

There is one mathematical error in the bid form submitted by Pyramid Masons, and the true total of the submitted bid is \$5,000 more than the listed total. A Bid Bond for five (5) percent of the total amount of the bid was provided with the bid package.

Pyramid Masons provided qualification materials with their bid and during follow-up due diligence calls after bid opening. The qualification materials provided include:

- General company info
- Licensing, Surety, and Insurance information
- Work currently under contract and work completed
- List of proposed sub-contractors and material suppliers

Based on the information available to us for review, Kimley-Horn would recommend an award for construction of Suggs Creek Sewer Extension to Pyramid Masons. It is recommended to award the total lump sum bid of \$503,376.00.

If you have any questions or need additional information, please contact me at 972-776-1701.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in black ink that reads "Robert Lewis". The signature is written in a cursive, slightly slanted style.

Robert Lewis, P.E.

Cc: Taylor Hill – City of Boerne
Andrew Wilkinson – City of Boerne
Andrea Snouffer – City of Boerne



AGENDA ITEM SUMMARY

Agenda Date	February 24, 2026
Requested Action	PRESENTATION AND DISCUSSION REGARDING THE PROGRESS OF THE NORTHSIDE COMMUNITY PARK PROJECT, INCLUDING UPDATES ON THE SPLASHPAD AND PLAYGROUND RENDERINGS, AND OTHER RELATED PARK IMPROVEMENTS.
Contact Person	Lissette Jimenez, Parks and Recreation Director
Background Information	<p>Northside Community Park is a major component of the City’s 2022 Quality of Life Bond program. The park has developed in phases since its acquisition in 2008 and currently includes amenities such as the skate park and practice fields. Phase one of the current bond project focuses on expanding park amenities to better serve residents of all ages and abilities while emphasizing accessibility, safety, and long-term sustainability.</p> <p>The purpose of this agenda item is to provide City Council with an update on the progress of Northside Community Park since the September 3 groundbreaking, including:</p> <ul style="list-style-type: none"> • Conceptual renderings of the all-abilities playground. • Conceptual renderings of the splashpad. <p>This item is informational and intended to update Council on project milestones as design development and onsite construction progress.</p>
Strategic Alignment	<p>C1: Offering quality customer experience. C2: Seeking customer driven feedback. F1: Committing to strategic, responsible, and conservative financial management. F2: Investing in and maintaining high-quality infrastructure systems and public assets. B2: Advancing master plan recommendations.</p>
Financial Considerations	Project funded through 2022 Quality of Life Bond proceeds, General Fund Capital Projects funding, and the Texas Parks & Wildlife Department Recreational Grant.

Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	



AGENDA ITEM SUMMARY

Agenda Date	February 24, 2026
Requested Action	RECOGNITION OF THE PATRICK HEATH PUBLIC LIBRARY RECEIVING THE 2025 ACHIEVEMENT OF LIBRARY EXCELLENCE AWARD FROM THE TEXAS MUNICIPAL LIBRARY DIRECTOR'S ASSOCIATION (TMLDA).
Contact Person	Natalie Shults
Background Information	<p>The City of Boerne’s Patrick Heath Public Library has been honored with the 2025 Achievement of Library Excellence Award by the Texas Municipal Library Directors Association (TMLDA). The Texas Municipal Library Directors Association, an affiliate of the Texas Municipal League, gives the Achievement of Library Excellence Award each year to libraries that provide exceptional programs and services.</p> <p>With only 101 out of 516 public libraries across Texas recognized this year, this distinction places the library among some of the biggest library systems in the Lone Star State.</p> <p>The award recognizes libraries that go above and beyond in 10 key areas, including community outreach, literacy support, workforce development, and digital inclusion. The Patrick Heath Public Library stood out thanks to several new and ongoing initiatives, including:</p> <ul style="list-style-type: none"> • Supporting Underserved Communities: The library provided Spanish-language programming, outreach, and materials; partnered with senior-living facilities; and hosted special programs for homeschool groups and special-needs students. • Bookmobile: The new library on wheels is designed to bring library services directly to members of the community who might not have easy access to the main Boerne Public Library facility. Library staff currently utilize the bookmobile to augment existing outreach programs. • Bible Digitization Project: In 2025, the Low German Bible of 1614 was refurbished and digitized by staff at the University of North Texas.
Strategic Alignment	<p>C1 Offering quality customer experiences. C3 Collaborating with community partners to enhance quality of life. F1 Committing to strategic, responsible, and conservative financial</p>

	<p>management.</p> <p>F2 Investing in and maintaining high-quality infrastructure systems and public assets.</p> <p>B1 Utilizing data to drive smart decision making.</p> <p>B2 Advancing master plan recommendations.</p> <p>L1 Promoting learning and growth.</p>
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	



AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	February 24, 2026
Requested Action	RECOGNITION OF THE FINANCE DEPARTMENT FOR RECEIVING CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR FISCAL YEAR 2023-2024.
Contact Person	Sarah Buckelew, Finance Director
Background Information	For the 38th consecutive year, the Government Finance Officers Association (GFOA) is awarding the City of Boerne a Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended September 30, 2024. This Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. The Finance department is responsible for preparing the award-winning ACFR, which is then judged by an impartial panel of three Municipal Finance experts to meet the high standards of the program including demonstrating a constructive “spirit of full disclosure” to clearly communicate the City’s financial story and motivate potential users and user groups to read the ACFR.
Strategic Alignment	F1: Commitment to strategic, responsible, and conservative financial management. Commitment to Excellence
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Certificate for Achievement in Financial Excellence for 2024 Annual Comprehensive Report



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Boerne
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2024

Christopher P. Morill

Executive Director/CEO



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

12/17/2025

Ben Thatcher
Manager
City of Boerne, Texas

Dear Ben:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2024 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

12/17/2025

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Boerne** for its annual comprehensive financial report for the fiscal year ended September 30, 2024. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.