

**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 North Main Street**  
**Boerne, TX 78006**  
**SEPTEMBER 24, 2024 – 6:00 PM**

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

During the meeting, the City Council may meet in executive session, as to the posted subject matter of this City Council meeting, under these exceptions of Chapter 551 of the Texas Government Code; sections 551.071 (Consultation with Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Gifts), 551.074 (Personnel/Officers), 551.076 (Deliberation Regarding Security Devices), and Section 551.087 (Deliberation Regarding Economic Development Negotiations).

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. [2024-498](#) PROCLAMATION ACKNOWLEDGING PARALYMPIC GOLD MEDALIST

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

- A. [2024-494](#) CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF SEPTEMBER 10, 2024.

**Attachments:** [Minutes.24.0910](#)

- B. [2024-446](#) CONSIDER RESOLUTION NO. 2024-R67; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HILL COUNTRY FAMILY SERVICES.

**Attachments:** [AIS HCFS Shared Agreement 2024](#)  
[Resolution No. 2024-R67](#)  
[Delegate Agency Agreement - \\$HCFS Merged - 2024 2025](#)  
[HCFS City of Boerne Residents Report 2023-2024](#)

- C. [2024-431](#) CONSIDER RESOLUTION NO. 2024-R68; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND HILL COUNTRY COURT APPOINTED SPECIAL ADVOCATES (CASA).

**Attachments:** [AIS Hill Country CASA 9.24.24](#)  
[Resolution No. 2024-R68](#)  
[Shared Services Agreement - CASA - 2024](#)

- D. [2024-432](#) CONSIDER RESOLUTION NO. 2024-R69; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HOUSING AUTHORITY.

**Attachments:** [AIS Boerne Housing Authority 9.24.24](#)  
[Resolution No. 2024-R69](#)  
[Shared Services Agreement - BHA - 2024](#)

- E. [2024-474](#) CONSIDER RESOLUTION NO. 2024-R70; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND FRIENDS OF THE CIBOLO WILDERNESS (CIBOLO CENTER FOR CONSERVATION)
- Attachments:** [AIS Shared Services Friends of the Cibolo Wilderness Resolution No. 2024-R70](#)  
[Shared Services Agreement - CCC- 2024.2025](#)
- F. [2024-475](#) CONSIDER RESOLUTION NO. 2024-R71; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND RAINBOW SENIOR CENTER. (The Center)
- Attachments:** [AIS Shared Services The Rainbow Senior Center Resolution No. 2024-R71](#)  
[Shared Service Agreement - Rainbow Senior Center - 2024.2025](#)
- G. [2024-451](#) CONSIDER RESOLUTION NO. 2024-R72; A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS PROVIDING FOR THE DEFEASANCE OF AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS; DIRECTING THAT THE CITY SECRETARY, OR DESIGNEE, EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AND OTHER MATTERS IN CONNECTION THEREWITH. (Approval of Budgeted Fiscal Year 2024-25 Debt payments)
- Attachments:** [AIS Form - Loan Defeasance Resolution No. 2024-R72](#)

- H. [2024-491](#) CONSIDER ON SECOND READING ORDINANCE NO. 2024-18; AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2023-27 AND ESTABLISHING AND REESTABLISHING FEES AND CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY THE CITY; CONTAINING A PROVISION TO AUTHORIZE THE CITY MANAGER TO ESTABLISH FEES AND CHARGES IN CERTAIN CIRCUMSTANCES, CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR PUBLICATION.

**Attachments:** [AIS-Fee Ordinance-2nd reading Ordinance No. 2024-18](#)  
[Exhibit A - 2024-25 Fee Schedule](#)  
[2024-25 Fee Schedule Worksheet showing proposed changes](#)

- I. [2024-492](#) CONSIDER ON SECOND READING ORDINANCE NO. 2024-19; AN ORDINANCE AMENDING ORDINANCE NO. 2023-25, CAPTIONED "AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE, AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF." (Amend budget for fiscal year 2023-24)

**Attachments:** [AIS September FY 24 budget amendments-2nd reading Ordinance No. 2024-19](#)

- J. [2024-496](#) CONSIDER A ONE-TIME READING OF ORDINANCE NO. 2024-20; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.11.A. (As described below)

- K. [2024-497](#) CONSIDER ORDINANCE NO. 2024-20; AN ORDINANCE AMENDING ORDINANCE NO. 2024-17, CAPTIONED "AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2025 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE" AND SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2024 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE

**Attachments:** [AIS tax ord correction Ordinance No. 2024-20](#)

## REGULAR AGENDA:

## 6. RESOLUTIONS:

- A. [2024-418](#) CONSIDER RESOLUTION NO. 2024-R73; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, INC. (SCPDC) THROUGH ITS AGENT, THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR THE LICENSING OF THE MYGOVERNMENTONLINE SOFTWARE FOR AN AMOUNT NOT TO EXCEED \$13,548.00 ANNUALLY. (Development Review software for Permitting, Planning, Code Enforcement and GIS Integration)

**Attachments:** [AIS - MyGov Interlocal 9-18-24](#)  
[Resolution No. 2024-R73](#)  
[MGO City of Boerne TX - ILA 2024](#)  
[MGO-Digital Brochure](#)  
[MGO-Planning and Zoning](#)

- B. [2024-477](#) CONSIDER RESOLUTION NO. 2024-R74; A RESOLUTION IN SUPPORT OF PROPOSED HIGHWAY 46 IMPROVEMENTS AT THE INTERSECTION OF HERFF ROAD AND ESSER ROAD.

**Attachments:** [AIS - TxDOT Support River Rd Herff Intersection](#)  
[Resolution No. 2024-R74](#)

## 7. CITY MANAGER'S REPORT:

- A. [2024-469](#) AMI PROJECT UPDATE.
- B. [2024-011](#) MONTHLY PROJECTS UPDATE.

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

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

- A. [2024-499](#) SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY REGARDING CITY POWERS AND DUTIES WITH REGARD TO PUBLIC HEALTH CONCERNS. (Cascade Cavern Road)

- B. [2024-489](#) SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY:  
DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF  
REAL PROPERTY. (HIGHWAY 46)

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

- A. [2024-490](#) CONSIDER RESOLUTION NO. 2024-R75; A RESOLUTION  
AUTHORIZING THE CITY MANAGER TO PURCHASE \_\_\_ ACRES,  
MORE OR LESS, LOCATED AT \_\_\_\_\_, BOERNE, TEXAS, 78006,  
FROM \_\_\_ AND TO EXECUTE ALL NECESSARY DOCUMENTATION.

**Attachments:** [Resolution No. 2024-R75](#)

11. ADJOURNMENT

#### CERTIFICATION

I hereby certify that the above notice of meeting was posted on the 20 day of  
September, 2024 at 2:00 p.m.

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s/s Lori A. Carroll  
City Secretary

#### NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

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

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

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

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 North Main Street**  
**Boerne, TX 78006**  
**SEPTEMBER 10, 2024 – 6:00 PM**

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

**Staff Present:** Ben Thatcher, Sarah Buckelew, Jeff Carroll, Lori Carroll, Manny Casarez, Nathan Crane, Rebecca Foley, Lissette Jimenez, Karen Kochheiser, Mike Mann, Mick McKamie, Steve Perez, Mike Raute, Chris Shadrock, Natalie Shults, Kristy Stark, Chastity Valdes, Daniela Valerio, Larry Woods, and Danny Zincke.

**Recognized / Registered Guests:** Bryce Boddie and Sam McGee

**1. CALL TO ORDER – 6:00 PM**

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

Mayor Ritchie asked Reverend Ann Marie Quigley-Swanson of the St. Mark Presbyterian Church to provide the Invocation.

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

**2. CONFLICTS OF INTEREST**

No conflicts were declared.

**4. PROCLAMATION ACKNOWLEDGING WORLD SUICIDE PREVENTION DAY**

Mayor Ritchie called on Bryce Boddie, Senior Director of Behavioral Health with Hill Country Family Services. Mr. Boddie stated that he and those in public

safety positions see crisis moments everyday. Suicide is preventable. A great resource is 988, call or text for immediate help. He recognized Sam McGee, Hill Country Family Services Board Member in the audience. Mr. Boddie stated that he is appreciative of the Boerne Health Coalition Steering Committee and the good things they do for the community. Mayor Ritchie expressed appreciation to Mr. Boddie and those in public safety as it takes a special person to be there when someone is in crisis. Mayor read aloud the World Suicide Prevention Proclamation. Mr. Boddie mentioned that the annual Out of Darkness Walk which is a fundraiser in support of suicide prevention is on November 2, 2024.

**3. PUBLIC COMMENTS:**

No comments were received.

**5. CONSENT AGENDA:**

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

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

**A. CONSIDER APPROVAL OF THE MINUTES OF THE CITY COUNCIL MEETING OF AUGUST 27, 2024.**

THE MINUTES WERE APPROVED.

**B. CONSIDER RESOLUTION NO. 2024-R64; A RESOLUTION OF THE CITY OF BOERNE, TEXAS ESTABLISHING A CHARTER REVIEW COMMISSION, APPOINTING MEMBERS TO SERVE ON THE COMMISSION, AND ISSUING THE COMMISSION’S CHARGE.**

THE RESOLUTION WAS APPROVED.

**C. CONSIDER RESOLUTION NO. 2024-R65; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT WITH KENDALL COUNTY, AND FAIR**



**OAKS RANCH, TEXAS FOR PUBLIC SAFETY AND UTILITIES COMMUNICATIONS SERVICES.**

THE RESOLUTION WAS APPROVED.

- D. CONSIDER RESOLUTION NO. 2024-R66; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND ABIP, PC FOR AUDITING THE CITY OF BOERNE'S FINANCIAL STATEMENTS FOR THE YEAR ENDING SEPTEMBER 30, 2024.**

THE RESOLUTION WAS APPROVED.

**REGULAR AGENDA:**

**6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:**

- A. PRESENTATION, PUBLIC HEARING AND CONSIDER ON SECOND READING ORDINANCE NO. 2024-16; AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE; AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF. (Ordinance adopting the budget)**

Mayor Ritchie called on Sarah Buckelew, Finance Director. Director Buckelew stated that this is the second of two presentations on the budget. She discussed agenda items 6A, 6B, 6C as they all reference the budget. She displayed the location of where the budget can be found on the City's website and reviewed the guiding principles of the budget, budget priorities, and the proposed budget, noting a decrease in the annual budget and a half cent reduction in the property tax rate.

Mayor Ritchie opened the Public Hearing at 6:13 p.m.

No comments were received.

Mayor Ritchie closed the Public Hearing at 6:13 p.m.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE ON SECOND READING ORDINANCE NO. 2024-16; AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE; AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF. (ORDINANCE ADOPTING THE BUDGET).

MAYOR RITCHIE CALLED FOR A RECORDED VOTE.

THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

**B. RATIFY THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2024-25 BUDGET.**

MAYOR PRO TEM WOLOSIN STATED I MOVE TO RATIFY THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2024-2025 BUDGET, SECONDED BY COUNCIL MEMBER SCOTT.

MAYOR RITCHIE ASKED FOR A RECORDED VOTE.

THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

**C. PRESENTATION AND CONSIDER ON SECOND READING ORDINANCE NO. 2024-17; AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2024 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE. (Ordinance adopting tax rate)**

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY COUNCIL MEMBER SCOTT, TO APPROVE ON SECOND READING ORDINANCE NO. 2024-17; AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2024 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE. (ORDINANCE ADOPTING TAX RATE).

MAYOR RITCHIE ASKED FOR A RECORDED VOTE.

THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

**D. CONSIDER ON FIRST READING ORDINANCE NO. 2024-18; AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2023-27 AND ESTABLISHING AND REESTABLISHING FEES AND CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY THE CITY.**

Director Buckelew continued with discussion on the annual fee ordinance. Director Buckelew stated that each year at this time, all directors review their department's fee schedule. She provided a highlight of the proposed fee schedule. Discussion ensued regarding increase in fees, recouping costs and comprehensive list analyzing what is included in the service to determine actual cost.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE ON FIRST READING ORDINANCE NO. 2024-18; AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2023-27 AND ESTABLISHING AND REESTABLISHING FEES AND CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY THE CITY. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

Director Buckelew continued with the budget amendment item. She stated that this document closes fiscal year 2024 budget. She provided the required procedures and rules for closing the year end.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE ON FIRST READING ORDINANCE NO. 2024-19; AN ORDINANCE AMENDING ORDINANCE NO 2023-25, CAPTIONED "AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE, AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF." (AMEND BUDGET FOR FISCAL YEAR 2023-24). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

### **A.           FITCH CREDIT RATING UPGRADE.**

Mayor Ritchie called on City Manager Ben Thatcher. City Manager Thatcher stated that last week staff was informed by Fitch that the city's rating upgraded from AA to AA+ reflecting Boerne's strong fiscal health and the ability to manage growth. Among other things, with this upgrade the city is able to borrow at a lower cost. The current Moody's rating is an Aa2. When the city issues debt, Moody's will be called. It is expected that there will be an upgrade or reaffirmation of current rating. City Manager Thatcher expressed appreciation to the city's leadership team and remarking that this is good

news for our community.

City Manager Thatcher also commented that tomorrow at 5:00 p.m. Jason Tabansky, Gold Medalist at the Paralympics will be honored at Veterans Plaza.

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

Mayor Pro Tem Wolosin stated that Boerne High School's homecoming parade will be held Monday with a procession down Blanco Road. He also gave kudos to city staff for cleaning of a sidewalk.

Council Member Macaluso stated that he represented the city at the Viola Wilson Elementary School ribbon cutting today. The City had a role in making the school possible.

Council Member Wright stated that there will be a ribbon cutting ceremony for the Boerne High School Health Science Building on Thursday. She is happy this is an option at the school.

Council Member Bunker agreed with Council Member Wright. This gives students the option for those interested in a career in medicine and health care.

Mayor Ritchie stated that he hoped everyone that is able attends the celebration at the Veterans Plaza tomorrow recognizing Jason Tabansky. He reminded the audience that tomorrow is 9/11 and expressed appreciation to those in public safety. He asked that everyone spend time in prayer in remembrance of those who lost their lives.

#### **9. ADJOURNMENT**

Mayor Ritchie adjourned the City Council Meeting at 6:35 p.m.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R67; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HILL COUNTRY FAMILY SERVICES.
<b>Contact Person</b>	Steve M. Perez, Chief of Police
<b>Background Information</b>	<p>Hill Country Family Services, Inc. (HCFS) provides monetary assistance for utilities, eye care, medical care, prescriptions, G.E.D. testing, summer school fees, sports fees, and other bills on an emergency basis. They also provide food assistance for individuals, families, and seniors, and school supplies to students. On top of these programs, HCFS, in partnership with the City of Boerne and various other community partners, has worked to help those in their most critical moments of mental health crisis. Over the past year, the Boerne Police Department, along with its partner at HCFS, responded to over 83 people and families in crisis (2023). In 2023, we had 157 emergency detentions. This community partnership has led to increased public recognition and was recently selected as the 2023 ICMA's Community Partnership Award, Reimagining the Mental Health Officer, Combining Local Resources.</p> <p>As discussed at previous Council meetings, HCFS works to provide longer term assistance to those individuals who are having mental health crisis' that require police intervention for safety, not only for themselves, but the community as well. After detention and observation of those most in need, HCFS works with individuals and provides the assistance and intervention necessary to facilitate recovery and progression for the individual. This work and these outcomes align with Objective 4.4 of the 2018 Community Master Plan, which is to provide effective police services to protect the health, safety, and welfare of the community as well as the tenant of safety and security laid out in the City's vision statement.</p> <p>Attached for reference are quarterly operation reports from the last fiscal year (Attachment A), as required by the previous agreement as</p>

	well as the proposed agreement for the next fiscal year (Attachment B)
<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input checked="" type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b>	Focus Area: Safety & Security C1: Offering quality customer experience. C3: Collaborating with community partners to enhance quality of life. B2: Advancing master plan recommendations.
<b>Financial Considerations</b>	The agreement is for the payment of \$35,000 to Hill Country Family Services, Inc. These funds are proposed in the FY2025 Electric Fund Budget.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	City Attorney McKamie has reviewed and approved the Shared Services Agreement.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R67 3 <sup>rd</sup> Quarter Expense Report, HCFS Agreement



**RESOLUTION NO. 2024-R67**

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

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

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

**WHEREAS**, the City of Boerne finds it necessary to enter into and manage a shared services agreement with Hill Country Family Services for Funding for Public Purpose;

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

that the City Council hereby authorizes the City Manager to enter into and manage a shared services agreement between the City of Boerne and Hill Country Family Services for Funding for Public Purpose in the amount of \$35,000.00.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**HILL COUNTRY FAMILY  
SERVICES SHARED SERVICES  
AGREEMENT**

THE STATE OF TEXAS       '

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL       '

This Agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and Hill Country Family Services, hereinafter called Family Services, each acting herein by and through its duly authorized officers.

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

**WHEREAS**, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of General Funds for Family Services; and

**WHEREAS**, Family Services is a central resource center which provides individual and family social services to improve and maintain a high quality of life for the Citizens of Boerne; and

**WHEREAS**, Family Services' mission is to serve the crisis needs of the families of the City of Boerne; and

**WHEREAS**, Family Services' function is to identify and connect individuals and/or families with local resources which will enrich the lives of the citizens; and

**WHEREAS**, Families Services provides crisis assessments, case management services and direct care assistance through financial for unmet housing, utilities and medical expenses and access to self-selection groceries for individuals, families, homeless, senior citizens in the City of Boerne and:

**WHEREAS**, Family Services collaborates with Boerne Police Department (BPD), BPD Mental

Health Officer(s), Boerne Fire Department, and Boerne Emergency Management Services to address mental and behavioral health calls to reduce time and resources of City departments collaborating with the individual in crisis and their family members to develop a plan to get through the current crisis, manage future crises, and decreasing likelihood of future calls to City emergency departments; and

**WHEREAS**, Family Services measures the impact of direct client services providing for City of Boerne citizens by using the Social Determinants of Health Life Skills Matrix, Perceived Stress Scale, Financial Literacy and Happiness Scale for Boerne children. All City of Boerne citizens served by Family Services are required to establish and follow S.M.A.R.T goals; and

**WHEREAS**, Family Services will maintain a GuideStar Platinum Rating and a Charity Navigator score of no lower than 95; and

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

NOW THEREFORE:

The parties hereto agree as follows:

1. Family Services will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. Family Services agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to Family Services THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) from the General Fund and Electric Fund. Payment shall be made in quarterly payments of \$8,750.00 beginning **October 2024 and ending September 2025**.
4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Family Services' revenue for the current fiscal year.

5. It is expressly understood and agreed by and between the parties that Family Services is hired and engaged as an independent contractor and is not an officer, agent or employee of the City

6. It is understood and agreed by and between the parties that a fiduciary duty is created in Family Services with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

A. Family Services shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.

B. Family Services shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.

C. Further, Family Services shall obtain and supply to the City on or before January 31<sup>st</sup>, 2025, an accounting by numbers, samples, registrations, or other method acceptable to the City Manager detailing the persons served by Family Services' programs and functions described herein.

7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2025. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.

9. No part of this Agreement may be assigned or delegated, and any attempted assignment of

benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.

10. This Agreement shall be subject to the laws and statutes of the State of Texas.

11. **INDEMNITY CLAUSE.** Family Services agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Family Services, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Family Services and the City, that the indemnity provided for in this paragraph is also Indemnity by Family Services to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

12. It is expressly agreed that by executing this Agreement with Family Services, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to Family Services. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Family Services shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

ATTEST:

\_\_\_\_\_  
LORI CARROL  
City Secretary

**CITY OF BOERNE, TEXAS**

BY: \_\_\_\_\_  
BEN THATCHER  
City Manager

ATTEST:

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
OFFICE HELD: \_\_\_\_\_

Hill Country Family Services

BY: \_\_\_\_\_  
Chief Executive Officer



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R68; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND HILL COUNTRY COURT APPOINTED SPECIAL ADVOCATES (HILL COUNTRY CASA).
<b>Contact Person</b>	Nicholas Montagno, Operations Manager Special Projects
<b>Background Information</b>	<p>Each year, the City of Boerne enters into funding contracts with non-profit organizations that provide essential services to our community. As always, staff carefully evaluates each request to ensure alignment with the goals and principles outlined in the City's Rolling Ten-Year Plan, as well as our Vision, Mission, and Values.</p> <p>Hill Country Court Appointed Special Advocates (CASA) provides trained volunteers who advocate passionately for abused and neglected children. Hill Country CASA serves at the appointment of the Child Protection Court, supporting children from the time they are removed from their home until their Child Protective Services (CPS) case is closed.</p> <p>When children are placed in locations outside the local area, CPS relies on courtesy services like Hill Country CASA. The funds provided help CASA volunteers travel regularly to meet these children in person, ensuring continuous advocacy and support throughout their CPS case.</p> <p>While the services provided by Hill Country CASA may not directly tie to specific outcomes in our strategic documents, they strongly reflect the City's core value of Service. This value emphasizes improving our community and enhancing the lives of vulnerable populations, such as children in need.</p>

<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b>	C3 – Collaboration with community partners to enhance quality of life. F1 – Strategic, responsible, conservative fiscal management. B1 – Data-driven decision making.
<b>Financial Considerations</b>	\$5,000 budgeted in the FY2025 Electric Utility Budget.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	Legal has reviewed the Shared Services Agreement.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R68 Proposed CASA Shared Services Agreement



**RESOLUTION NO. 2024-R68**

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

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

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

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

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

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

that the City Council hereby authorizes the City Manager to enter into and manage a shared services agreement between the City of Boerne and CASA for funding for public purpose in the amount of \$5,000.00.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**DELEGATE AGENCY  
AGREEMENT**

THE STATE OF TEXAS       '

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL       '

This Agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and HILL COUNTRY CASA, hereinafter called Hill Country CASA, each acting herein by and through its duly authorized officers.

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

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

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

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

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

NOW THEREFORE:

The parties hereto agree as follows:

1. Hill Country CASA will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. Hill Country CASA agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to Hill Country CASA FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) from the Electric Fund. Payment shall be made in quarterly payments of \$1,250.00 beginning October 2024 and ending September 2025.
4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Hill Country CASA's revenue for the current fiscal year.
5. It is expressly understood and agreed by and between the parties that Hill Country CASA is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
6. It is understood and agreed by and between the parties that a fiduciary duty is created in Hill Country CASA with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. Hill Country CASA shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2024 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. Hill Country CASA shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.
- C. Further, Hill Country CASA shall obtain and supply to the City on or before January

31<sup>st</sup>, 2025, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by Hill Country CASA's programs and functions described herein.

7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2025. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.

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

10. This Agreement shall be subject to the laws and statutes of the State of Texas.

11. **INDEMNITY CLAUSE.** Hill Country CASA agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Hill Country CASA, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Hill Country CASA and the City, that the indemnity provided for in this paragraph is also Indemnity by Hill Country CASA to indemnify and protect the City from the consequences of the negligence of either party hereto with regard to any and all claims based upon joint venture liability.

12. It is expressly agreed that by executing this Agreement with Hill Country CASA, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this

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

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

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

ATTEST:

\_\_\_\_\_  
LORI CARROLL  
City Secretary

**CITY OF BOERNE, TEXAS**

BY: \_\_\_\_\_  
BEN THATCHER  
City Manager


ATTEST:

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
OFFICE HELD: \_\_\_\_\_

Hill Country CASA  
BY: \_\_\_\_\_  
Chief Executive Officer



## AGENDA ITEM SUMMARY

	<b>AGENDA ITEM SUMMARY</b>		
<b>Agenda Date</b>	September 24, 2024		
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R69; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HOUSING AUTHORITY.		
<b>Contact Person</b>	Nick Montagno, Operations Manager Special Projects		
<b>Background Information</b>	<p>Each year, the City of Boerne enters into funding contracts with non-profit entities that provide vital services to our local community. As part of this process, staff ensures that each funding request aligns strategically with the goals and principles outlined in the City's Rolling Ten-Year Plan, as well as our Vision, Mission, and Values.</p> <p>The Boerne Housing Authority (BHA) addresses the needs of low-, very low-, and extremely low-income families, including elderly residents and persons with disabilities. BHA fulfills its mission by administering the Housing Choice Voucher Program and promoting fair housing opportunities. These efforts ensure that income-eligible households from diverse backgrounds have access to safe, affordable housing and the freedom of housing choice.</p> <p>While BHA's services may not directly correlate with specific outcomes in our strategic documents, they strongly support the community's expressed desire to expand affordable housing options. This also aligns with the City's core value of Service, which emphasizes improving our community and enhancing the lives of its residents.</p>		
<b>Item Justification</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Legal/Regulatory Obligation  <input type="checkbox"/> Reduce Costs  <input type="checkbox"/> Increase Revenue  <input type="checkbox"/> Mitigate Risk  <input type="checkbox"/> Master Plan Recommendation         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment  <input checked="" type="checkbox"/> Customer Pull  <input type="checkbox"/> Service Enhancement  <input type="checkbox"/> Process Efficiency  <input type="checkbox"/> Other:         </td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:
<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:		

<b>Strategic Alignment</b>	C3 – Collaboration with community partners to enhance quality of life. F1 – Strategic, responsible, conservative fiscal management. B1 – Data-driven decision making.
<b>Financial Considerations</b>	\$15,000 is budgeted in the FY2025 Electric Utility Budget.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	Legal has reviewed the Shared Services Agreement.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R69 Proposed BHA Shared Services Agreement

**RESOLUTION NO. 2024-R69**

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

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

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

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

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

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

that the City Council hereby authorizes the City Manager to enter into and manage a shared services agreement between the City of Boerne and the Boerne Housing Authority for funding for public purpose in the amount of \$15,000.00.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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



**SHARED SERVICES  
AGREEMENT**

THE STATE OF TEXAS       '

'                   KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL       '

          This Agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and BOERNE HOUSING AUTHORITY, each acting herein by and through its duly authorized officers.

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

**WHEREAS**, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of Electric Funds for the Boerne Housing Authority; and

**WHEREAS**, the Boerne Housing Authority is a federal rental assistance program for low-income families, elderly residents and persons with disabilities in the City of Boerne; and

**WHEREAS**, Boerne Housing Authority's mission is to serve the need of the citizens of the City of Boerne; and

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

**WHEREAS**, the Boerne Housing Authority provides a federal rental assistance program; and

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

NOW THEREFORE:

The parties hereto agree as follows:

1. Boerne Housing Authority will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. Boerne Housing Authority agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to Boerne Housing Authority FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the Electric Fund. Payment shall be made in quarterly payments of \$3,750.00 beginning October 2024 and ending September 2025.
4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Boerne Housing Authority's revenue for the current fiscal year.
5. It is expressly understood and agreed by and between the parties that Boerne Housing Authority is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.
6. It is understood and agreed by and between the parties that a fiduciary duty is created in Boerne Housing Authority with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. Boerne Housing Authority shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2024 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. Boerne Housing Authority shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City

Manager shall make the records available for inspection and review.

C. Further, Boerne Housing Authority shall obtain and supply to the City on or before January 31<sup>st</sup>, 2025, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by Boerne Housing Authority's programs and functions described herein.

7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2025. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.

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

10. This Agreement shall be subject to the laws and statutes of the State of Texas.

11. **INDEMNITY CLAUSE.** Boerne Housing Authority agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Boerne Housing Authority, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Boerne Housing Authority and the City, that the indemnity provided for in this paragraph is also Indemnity by Boerne Housing Authority to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

12. It is expressly agreed that by executing this Agreement with Boerne Housing Authority, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to Boerne Housing Authority. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Boerne Housing Authority shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

ATTEST:

\_\_\_\_\_  
LORI CARROLL  
City Secretary

**CITY OF BOERNE, TEXAS**

BY: \_\_\_\_\_  
BEN THATCHER  
City Manager

ATTEST:

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
OFFICE HELD: \_\_\_\_\_

Boerne Housing Authority  
BY: \_\_\_\_\_  
Chief Executive Officer



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R70; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND FRIENDS OF THE CIBOLO WILDERNESS (CIBOLO CENTER FOR CONSERVATION)
<b>Contact Person</b>	Lissette Jimenez, Parks and Recreation Director
<b>Background Information</b>	<p>Each year, the City of Boerne contracts to allocate funds to certain non-profit entities that provide specific services to the local community. After last fiscal years' agreements, staff looked to reassess the process by which these agreements were evaluated, as well as to work to strategically align these requests for funds to specific goals and principles contained in the Rolling Ten Year Plan and within the City's Vision, Mission, and Values.</p> <p>The Friends of the Cibolo Wilderness (Cibolo Center for Conservation) is a little over eighty-one acres of green space providing a setting for nature education, enriching community experiences and environmental research. The organization actively participates in water conservation, land stewardship, care for wildlife, sustainability, planting, and harvesting. From October 2023 to June 2024, the Cibolo Center for Conservation served approximately 6,000 children and over 11,000 individuals participated through their community events</p> <p>The Cibolo's service plan and outcomes align with Goal 4 of the 2018 Master Plan, which is to provide high-quality facilities and services which create a healthy, safe, and well-educated community, as well as Goal 6 which addresses maintaining character through various community livability endeavors. This also aligns with the tenant of Service as laid out in the City's values which looks for improvement of our community and betterment of people's lives.</p> <p>Attached is the proposed agreement for the next fiscal year.</p>

<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input checked="" type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b>	C3, Collaborating with community partners to enhance quality of life. F1, Committing to strategic, responsible, and conservative financial management.
<b>Financial Considerations</b>	Funding for this public purpose agreement in the amount of \$15,000 is included in the FY25 budget.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R70 Proposed Agreement for next fiscal year

**RESOLUTION NO. 2024-R70**

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

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

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

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

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

that the City Council hereby authorizes the City Manager to enter into and manage a shared services agreement between the City of Boerne and the Friends of the Cibolo Wilderness (Cibolo Center for Conservation) for Funding for Public Purpose in the amount of \$15,000.00.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**SHARED SERVICES  
AGREEMENT**

THE STATE OF TEXAS       '

'                   KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL       '

          This Agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and FRIENDS OF THE CIBOLO WILDERNESS, INC., hereinafter called CIBOLO CENTER FOR CONSERVATION, each acting herein by and through its duly authorized officers.

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

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

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

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

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



NOW THEREFORE:

The parties hereto agree as follows:

1. Cibolo Center for Conservation will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. Cibolo Center for Conservation agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to Cibolo Center for Conservation FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the Park Fund. Payment shall be made in quarterly payments of \$3,750.00 beginning January 2025 and ending September 2025.
4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Cibolo Center for Conservation's revenue for the current fiscal year.
5. It is expressly understood and agreed by and between the parties that Cibolo Center for Conservation is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
6. It is understood and agreed by and between the parties that a fiduciary duty is created in Cibolo Center for Conservation with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. Cibolo Center for Conservation shall provide to the City Manager periodic reports within fourteen days (14) days after the end of each three (3) month period beginning with the period ending December 31, 2024 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. Cibolo Center for Conservation shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City

Council or City Manager shall make the records available for inspection and review.

C. Further, Cibolo Center for Conservation shall obtain and supply to the City on or before January 15, 2025, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by Cibolo Center for Conservation's programs and functions described herein.

7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2025. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.

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

10. This Agreement shall be subject to the laws and statutes of the State of Texas.

11. **INDEMNITY CLAUSE.** Cibolo Center for Conservation agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Cibolo Center for Conservation, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Cibolo Center for Conservation and the City, that the indemnity provided for in this paragraph is also Indemnity by Cibolo Center for Conservation to indemnify and protect the City from the consequences of the negligence of either party hereto with regard to any and all claims based upon joint venture liability.

12. It is expressly agreed that by executing this Agreement with Cibolo Center for Conservation, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to Cibolo Center for Conservation. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Cibolo Center for Conservation shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

ATTEST:

**CITY OF BOERNE, TEXAS**

\_\_\_\_\_  
LORI CARROLL  
City Secretary

BY: \_\_\_\_\_  
BEN THATCHER  
City Manager

ATTEST:

**Friends of the Cibolo Wilderness, Inc.**

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
OFFICE HELD: \_\_\_\_\_

BY: \_\_\_\_\_  
Chief Executive Officer



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R71; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND RAINBOW SENIOR CENTER. ( <i>The Center</i> )
<b>Contact Person</b>	Lissette Jimenez, Parks and Recreation Director
<b>Background Information</b>	<p>Each year, the City of Boerne contracts to allocate funds to certain non-profit entities that provide specific services to the local community. After last fiscal years' agreements, staff looked to reassess the process by which these agreements were evaluated, as well as to work to strategically align these requests for funds to specific goals and principles contained in the Rolling Ten Year Plan and within the City's Vision, Mission, and Values.</p> <p>The Center in Boerne (Rainbow Senior Center) is a 20,000 square foot facility that provides meeting, dining, exercise, card playing, dancing, and other services for adults 55 years and older. From October 2023 to June 2024, the Center has served over 3,600 seniors and provided 57,317 meals. This includes approximately 44,000 meals on wheels delivered to 738 recipients, and about 13,355 congregate meals served on campus, Monday through Friday. In addition to meal services, the Center has provided transportation for local errands, completing approximately 6,000 trips for senior adults.</p> <p>The services provided by The Center and their outcomes align with Goal 4 of the 2018 Master Plan, which is to provide high-quality facilities and services which create a healthy, safe, and well-educated community as well as Goal 6 which addresses maintaining character through various community livability endeavors. This also aligns with the tenant of Service as laid out in the City's values which looks for improvement of our community and betterment of people's lives.</p> <p>Attached is the proposed agreement for the next fiscal year.</p>

<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input checked="" type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b>	C3, Collaborating with community partners to enhance quality of life. F1, Committing to strategic, responsible, and conservative financial management.
<b>Financial Considerations</b>	Funding for this public purpose agreement in the amount of \$15,000 is included in the FY25 budget.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R71 Proposed Agreement for next fiscal year

**RESOLUTION NO. 2024-R71**

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

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

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

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

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

that the City Council hereby authorizes the City Manager to enter into and manage a shared services agreement between the City of Boerne and the Rainbow Senior Center for Funding for Public Purpose in the amount of \$15,000.00.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**SHARED SERVICE AGREEMENT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL

This Agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and RAINBOW SENIOR CENTER, hereinafter called CENTER, each acting herein by and through its duly authorized officers.

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

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

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

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

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

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

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

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

NOW THEREFORE:

The parties hereto agree as follows:

1. The Center will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. The Center agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay the following to the Center.
  - A. FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the General Fund. Payment shall be made in quarterly payments of \$3,750.00 beginning January 2025 and ending September 2025.
4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of the Center's revenue for the current fiscal year.
5. It is expressly understood and agreed by and between the parties that the Center is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
6. It is understood and agreed by and between the parties that a fiduciary duty is created in the Center with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. The Center shall provide to the City Manager periodic reports within fourteen (14) days after the end of each three (3) month period beginning with the period ending December 31, 2024 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. The Center shall maintain complete and accurate financial records of each



expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.

C. Further, the Center shall obtain and supply to the City on or before January 15, 2025, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by the Center's programs and functions described herein.

7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2025. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.

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

10. This Agreement shall be subject to the laws and statutes of the State of Texas.

11. **INDEMNITY CLAUSE.** The Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Center, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Center and the City, that the indemnity provided for in this paragraph is also Indemnity by the Center to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

12. It is expressly agreed that by executing this Agreement with the Center, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to the Center. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that the Center shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

OFFICE HELD:

ATTEST:

\_\_\_\_\_  
LORI CARROL  
City Secretary

**CITY OF BOERNE, TEXAS**  
BY: \_\_\_\_\_  
BEN THATCHER  
City Manager

ATTEST:

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
\_\_\_\_\_

Rainbow Senior Center

BY: \_\_\_\_\_

\_\_\_\_\_  
Chief  
Executive Officer



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R72; A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS PROVIDING FOR THE DEFEASANCE OF AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS; DIRECTING THAT THE CITY SECRETARY, OR DESIGNEE, EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AND OTHER MATTERS IN CONNECTION THEREWITH. <i>(Approval of Budgeted Fiscal Year 2024-25 Debt payments)</i>
<b>Contact Person</b>	Sarah Buckelew, Finance Director
<b>Background Information</b>	<p>On September 10<sup>th</sup>, City Council took action to assign the proceeds from the sale of the former City Hall towards future capital or reduction of future debt service. The total proceeds from the sale of the Old City Hall were \$2,337,226.</p> <p>A previous City Council had discussed, but not taken a formal action towards utilizing the proceeds from the sale of this building towards City debt. Although the current City Council is not bound by these discussions, it has been decided to follow-through on those discussions and make additional debt payments with these proceeds.</p> <p>The Fiscal Year 2024-25 adopted budget included a total governmental debt service of \$4,843,119. The budget also included utilizing \$795,000 from the sale of the old City Hall in FY 24-25 towards the debt payments. The impact is that an extra debt payment is being made with proceeds from the sale of Old City Hall rather than property taxes.</p> <p>Under Chapter 26 of the Texas property tax code, even though the debt is being paid for with a source other than property taxes, the total debt payments and utilization of the proceeds were required to be included in the tax rate calculation. Additionally, when the extra debt payment is made, the paying agent will require a certified copy of this action item to accept the payment.</p> <p>For FY 24-25, an analysis was conducted by the City's financial advisor that determined it was most advantageous to apply the extra debt payment to the City's outstanding 2016 issuance, which is currently</p>

	callable, and has a higher debt rate relative to other debt on the City's books with a coupon range of 2-5%. The proceeds will be utilized over multiple years in order to maintain a stable debt tax rate. An analysis will be conducted annually to determine the most advantageous amount to apply to which outstanding debt issuance.
<b>Item Justification</b>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b> <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	F1 – Committing to strategic, responsible, and conservative financial management.
<b>Financial Considerations</b>	The impact is an additional debt payment being made with \$795,000 of sale proceeds of the Old City Hall.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R72

**RESOLUTION NO. 2024-R72**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS PROVIDING FOR THE DEFEASANCE OF AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS; DIRECTING THAT THE CITY SECRETARY, OR DESIGNEE, EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council (the *Governing Body*) of the City of Boerne, Texas (the *Issuer*) previously adopted an ordinance (the *Ordinance*) on February 23, 2016 authorizing the issuance of obligations designated as “City of Boerne, Texas General Obligation Refunding Bonds, Series 2016, dated June 1, 2016, in the original principal amount of \$19,945,000 (the *Obligations*); and

**WHEREAS**, the Obligations are currently outstanding in the principal amount of \$10,445,000 and mature on March 1 in each of the years 2025 through 2034; and

**WHEREAS**, the Obligations maturing on and after March 1, 2025 are subject to redemption on March 1, 2024 or any date thereafter (the *Redemption Date*), at the option of the Issuer; and

**WHEREAS**, the Ordinance provides the notice requirements to effectuate the redemption of the Obligations; and

**WHEREAS**, it is in the best interest of the Issuer and the citizens of the Issuer to defease and redeem all or a portion of the Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the Issuer’s aggregate debt service requirements in the years subsequent to the redemption date; now, therefore,

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

**SECTION 1.** All or a portion of the Obligations in an amount not less than \$1,000,000 (subject to the amount of funds actually received by the Issuer, but to include such additional amounts due to availability of funds, as hereinafter described), eligible to be redeemed on the Redemption Date, is hereby called for redemption and shall be redeemed on such Redemption Date (the *Redeemed Obligations*). The Governing Body hereby authorizes and directs the City Manager or the Finance Director to ultimately determine the principal amount of Redeemed Obligations to be redeemed on the basis of the availability of funds for such purpose by the funding deadline hereinafter described; provided, however, that in no case shall the principal amount of Redeemed Obligations be less than \$1,000,000, subject to the amount of funds actually received by the Issuer. This election to redeem is irrevocable upon adoption of this resolution (the *Redemption Resolution*) by the Governing Body. The Notice of Redemption for the Obligations shall be prepared and delivered in the form required by the Ordinance. On or before September 30, 2025, the Issuer shall transfer its lawfully available funds to the paying agent/registrar for the Redeemed Obligations to effectuate the redemption. Upon the making of such deposit, the Redeemed Obligations will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as an obligation of the Issuer in accordance with applicable Texas law.

**SECTION 2.** The Mayor, the Mayor Pro Tem, the City Manager, the Finance Director, and/or the City Secretary (each an *Authorized Official*) are authorized and instructed to give notice of redemption described herein to the paying agent/registrar for the Redeemed Obligations, called for

early redemption, for further delivery thereby to the holders of such Redeemed Obligations, as provided in the Ordinance.

**SECTION 3.** Each Authorized Official is authorized to evidence adoption of this Redemption Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent and purpose hereof, including any escrow agent or verification agent, if applicable.

**SECTION 4.** The Governing Body hereby approves payment from lawfully available Issuer funds of professional fees and expenses of the Issuer's Bond Counsel, the Issuer's Financial Advisor, the paying agent/registrar for the Redeemed Obligations, respectively, and any other party whose services have been determined by the Issuer to be necessary to accomplish the purpose and intent of this Redemption Resolution, including any escrow agent or verification agent, if applicable.

**SECTION 5.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Redemption Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

**SECTION 6.** All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Redemption Resolution are hereby repealed to the extent of such conflict, and the provisions of this Redemption Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 7.** This Redemption Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 8.** If any provision of this Redemption Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Redemption Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Redemption Resolution would have been enacted without such invalid provision.

**SECTION 9.** It is officially found, determined, and declared that the meeting at which this Redemption Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Redemption Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

**SECTION 10.** Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Governing Body hereby delegates to each Authorized Official the authority to independently select the counterparty to any agreement or any other contract that is determined by the Authorized Official, the Issuer's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Redemption Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the Issuer. The Governing Body has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

**SECTION 11.** This Redemption Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, ADOPTED AND APPROVED on this the \_\_\_\_ day of September, 2024.

CITY OF BOERNE, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

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

(CITY SEAL)





## AGENDA ITEM SUMMARY

	<b>AGENDA ITEM SUMMARY</b>		
<b>Agenda Date</b>	September 24, 2024		
<b>Requested Action</b>	APPROVE ON SECOND READING ORDINANCE NO. 2024-18; AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2023-27 AND ESTABLISHING AND REESTABLISHING FEES AND CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY THE CITY; CONTAINING A PROVISION TO AUTHORIZE THE CITY MANAGER TO ESTABLISH FEES AND CHARGES IN CERTAIN CIRCUMSTANCES, CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR PUBLICATION.		
<b>Contact Person</b>	Sarah Buckelew, Finance Director		
<b>Background Information</b>	<p>The Fee Ordinance is reviewed annually to ensure the smooth functioning and sustainability of the City’s services. The City’s well-considered and transparent process for updating its fee schedule is crucial to maintain the financial health of the city while ensuring that services meet the evolving needs of its residents and businesses.</p> <p>Department heads were asked to review the Fee Ordinance and provide recommended updates to existing fees for services in their respective departments. Cost recovery and clarification of the fee application were the most common concerns with regards to maintaining service quality and availability.</p> <p>A document outlining current fees, as well as suggested changes is provided in the agenda packet. Recommendations made by directors are notated in the “Proposed Changes and Additions” and “Justifications” columns of this draft document.</p> <p>If approved and adopted by Council, the fee ordinance schedule will be effective October 1, 2024 with the new fiscal year.</p>		
<b>Item Justification</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Legal/Regulatory Obligation  <input type="checkbox"/> Reduce Costs  <input checked="" type="checkbox"/> Increase Revenue  <input type="checkbox"/> Mitigate Risk  <input type="checkbox"/> Master Plan Recommendation         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment  <input type="checkbox"/> Customer Pull  <input type="checkbox"/> Service Enhancement  <input checked="" type="checkbox"/> Process Efficiency  <input type="checkbox"/> Other:         </td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input checked="" type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:
<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input checked="" type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:		

<b>Strategic Alignment</b> <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	C1 – Customer Experiences, F1 – Strategic, responsible, and conservative financial management, B1 – Utilizing data to drive smart decision making
<b>Financial Considerations</b>	The fee schedule serves as a recovery mechanism for specific services that are typically optional, or used only by a subset of the population. Charging specific fees for these service allows the City to recover the direct costs associated with providing them. Impacts to revenue based on fee schedule updates are typically minimal, as increases or decreases to service fee revenue is tied more directly to projected volume of services provided rather than the dollar amount of the fee provided. Departments expecting a service volume demand increase or decrease have been considered with the FY 24-25 budget.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Ordinance No. 2024-18 Fee Schedule showing proposed changes Proposed Fee Schedule

**ORDINANCE NO. 2024-18**

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 2023-27 AND ESTABLISHING AND REESTABLISHING FEES AND CHARGES FOR ACTIVITIES, GOODS AND SERVICES PROVIDED BY THE CITY; CONTAINING A PROVISION TO AUTHORIZE THE CITY MANAGER TO ESTABLISH FEES AND CHARGES IN CERTAIN CIRCUMSTANCES, CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR PUBLICATION**

**WHEREAS**, the City Council of the City of Boerne, Texas, adopted Ordinance No. 2023-27 to establish fees and charges for activities, goods and services provided by the City; and

**WHEREAS**, it becomes necessary from time to time to make certain changes in said ordinance;

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

That Ordinance No. 2023-27 is repealed and replaced by the following ordinance:

**Section 1:** The City Council does hereby establish and reestablish the fees and charges shown in the attached Exhibit A, which is hereby incorporated into this ordinance by this reference for all purposes.

**Section 2:** Each of the fees and charges shown in the attached Exhibit A shall take effect on October 1, 2024, upon passage and approval of this ordinance and the caption shall be published, as the law and charter in such cases provide.

**Section 3:** In the case of any activity, goods or services provided by the City for which there is an out-of-pocket cost to the City, or for which a fee or charge has traditionally been collected, the City Manager is authorized to establish and reestablish fees and charges, but only in those circumstances in which a fee or a charge is not prescribed in Exhibit A to this ordinance. In prescribing fees and charges, the City Manager shall first determine the cost to the City of providing the activity, goods or services, and the fees or charges established shall be as equivalent as practicable to such cost.

**Section 4:** All ordinances and parts of ordinances in conflict herewith are hereby amended. Any current fee or future fee not covered in the scope of this ordinance shall not be in conflict with this ordinance.

**Section 5:** If any word, phrase, clause, sentence, paragraph, section or other part of this ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance and the application of such word, phrase, clause, sentence, paragraph, section or other part of this ordinance to any other persons or circumstances shall not be affected thereby.

**Section 6:** The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this ordinance was discussed, considered or acted upon was given in the manner required by the Open Meetings Law, TEX. REV. CIV. STAT. ANN. Art. 6552-17, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED and APPROVED on first reading this the 10 day of September, 2024.

PASSED, APPROVED and ADOPTED on seconded reading this \_\_\_ day of September, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A



**Municipal Fee Schedule  
Effective October 1, 2024**

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Effective October 1, 2024

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# ADMINISTRATION



FEE DESCRIPTION	UNIT FEE	FEE
Acquiescence To Encroachment Request (Easements, Rights-of-Way, Etc.)	Per request	\$127.00
Variance Request - All Ordinances Not Specifically Identified	Per request per item	\$127.00
Temporary Use Permit	Per request	\$127.00
Peddler's Registration Fee	Per request per item	\$127.00
Special Event - Main Street and State Highway Closure	Actual cost of barricades and city personnel	
Return Check, ACH, and/or Credit Card	Per occurrence	\$37.00



# ANIMAL CONTROL



FEE DESCRIPTION	UNIT FEE	FEE
Registration and Tag (Fertile) Fee	1 year dog or cat	\$10.00
	3 year dog or cat	\$31.00
	additional postage fee if registration is mailed	\$5.00
Registration and Tag (Spayed or Neutered) Fee	1 year dog or cat	\$5.00
	3 year dog or cat	\$15.00
	additional postage fee if registration is mailed	\$5.00
Tag Replacement Charge	Per request	\$5.00
Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on rabies vaccination 2nd offense 3rd offense	1st offense if current on rabies vaccination	\$26.00
	1st offense if not current on rabies vaccination	\$53.00
	2nd offense	\$74.00
	3rd offense	\$100.00
Daily Boarding Fee	per day	\$12.00
Quarantine Fee	Impound fee	\$53.00
	per day	\$12.00
Lease Trap	Per day	\$1.00
	Deposit	\$58.00

FEE DESCRIPTION	UNIT FEE	FEE
Adoption Fee	Dogs needing spay/neuter	\$120.00
	Cats/kittens needing spay/neuter	\$100.00
	Dogs/cats spayed/neutered prior to arrival	\$80.00
Microchip	each	\$21.00
Owner Surrender	Each Animal	\$60.00
Owner Surrender - Mother with Litter	Mother	\$60.00
	Per each puppy/kitten	\$25.00
Kennel Permit Fee	Per year	\$111.00
Specimen Submission	Per specimen to be tested for rabies	\$42.00

# CEMETERY



FEE DESCRIPTION	UNIT FEE	FEE
Lot Sale		\$3,000.00
Infant Lot		\$120.00
Endowment Fee on Lot Sale	Regular lot	\$300.00
	Infant lot	\$50.00
Endowment Fee to Open and Close Infant Lot		\$50.00
Endowment Fee to Open and Close at Each Interment		\$300.00
Cemetery Urn Garden Niche	Single niche	\$1,140.00
	Double niche	\$2,400.00
Cemetery Urn Garden Niche Sale Endowment	upon purchase	\$120.00
	upon each inurnment	\$240.00

# ENGINEERING & MOBILITY



FEE DESCRIPTION	UNIT FEE	FEE
Premature Work Charge (Starting Before a Permit is Issued)	% of original permit fee	200%
Infrastructure Acceptance Agreement Processing Fee		\$1,000.00
City Attorney Review Fee of Financial Guarantees on Forms Other Than City Standard		\$300.00

## Review Fees

Public Works Infrastructure Document Review	Per hour, 1 hour minimum	\$70.00
Infrastructure Documents LOC Application Fees (Amending Plats Only)		\$550.00
Infrastructure Documents LOC Application Fees	Plus \$50/Acre or lot, whichever is greater	\$2,200.00
TIA Consistency Worksheet Review		\$300.00
Traffic Impact Analysis Review (Level 1)		\$1,100.00
Traffic Impact Analysis Review (Level 2)		\$1,700.00
Traffic Impact Analysis Review (Level 3)		\$2,200.00
Land Study Drainage Study Review (Tier 2 & 3)		\$275.00
Drainage Study Conformance Letter Review		\$275.00
Drainage Study Review (Tier 1 Using Letter Other Than City Standard)		\$100.00
Drainage Study Review (Tier 2)		\$2,750.00

FEE DESCRIPTION	UNIT FEE	FEE
Drainage Study Review (Tier 3)		\$3,300.00
Drainage Study Revision Review (Any Tier Greater Than 3 Rounds of Review, per Review)		\$1,700.00
LID Plan Review		\$1,800.00
CLOMR Review		\$4,300.00
LOMR without CLOMR Review		\$5,500.00
LOMR with CLOMR Review		\$3,100.00
LOMA, CLOMR-F & LOMR-F Review		\$550.00
Major Thoroughfare Amendment Application Fee		\$2,000.00

**Permit Fees**

Floodplain Development Permit (Individual Residential Lot)		\$100.00
Floodplain Development Permit (Development, Commercial, Other)		\$300.00
Grading Permit Fee		\$300.00
	Per acre	\$30.00
Construction Release Permit Fee		\$600.00
	Per acre	\$30.00
Right-of-Way Construction Permit Fee (S.F. Residential)		\$60.00
Right-of-Way Construction Permit Fee (Other Than S.F. Residential)		\$250.00

**Inspection Fees**

Infrastructure Inspection	% of engineering opinion of probable construction cost	1%
Infrastructure Re-inspection		\$60.00
Infrastructure Inspection Overtime (After Hours/Holiday/Weekend)	Per hour, (minimum 4 hours for weekend/holiday)	\$60.00

FEE DESCRIPTION	UNIT FEE	FEE
Infrastructure Inspection No-Show Fee		\$125.00

# ELECTRIC CONNECTION FEES



FEE DESCRIPTION	UNIT FEE	FEE
Single Phase And Three Phase Underground Primary Extension: Residential, Commercial, Industrial	Actual cost	
Single Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00
Three Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00
Single Phase Overhead Primary Extension; All Classes	Actual cost	
Three Phase Overhead Primary Extension; All Classes 4/0 AcSr	Actual cost	
Single Phase Overhead Secondary Service; All Classes, 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (iff applicable)	\$249.00
Single Phase Overhead Secondary Service; All Classes, 320 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$461.00
Three Phase Overhead Secondary Service; All Classes 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$710.00
Meter Bank* Single Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00
Meter Bank* Three Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00

FEE DESCRIPTION	UNIT FEE	FEE
Additional Single Phase Secondary Service Added To An Existing Service 200 Amp Maximum	Per service	\$233.00
Additional Three Phase Secondary Service Added To An Existing Service, Or Single Phase Service Added To A Three Phase Service 200 Amp Maximum	Per service	\$610.00
Secondary Service With Ct Metering, Single Phase; Over 320 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$822.00
Secondary Service With Ct Metering, Three Phase; Over 200 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$1,034.00
Bi-Directional Meter	4s or 9s	\$530.00
	2s	\$212.00
Temporary Service 100 Amp Maximum (Construction Service)	Customer supplies and installs all temporary meter pole materials and equipment	\$47.00
Meter/Service Pole Installation		\$450.00
Meter/Service Pole Removal		\$300.00
Meter/Service Pole Replacement		\$750.00
Relocate Poles, Lines Or Service At Customer Request	Actual cost	
Increase Service Size, Or Type, At Customers Request	New service fee	
All Special Electric Services And Special Applications Not Covered Above	Actual cost	



FEE DESCRIPTION	UNIT FEE	FEE
Repair Service Damaged By Construction	Actual cost - minimum	\$500.00

# LAW ENFORCEMENT



FEE DESCRIPTION	UNIT FEE	FEE
Accident Reports		\$6.00
Fingerprints (Non-Resident)	Digital prints	\$30.00
	Ink cards	\$10.00
Use of City Police Car For Traffic Control - Other Than City Sponsored Event	First hour	\$42.00
	Every hour thereafter	\$10.00
Offense Reports	Per page	\$0.10
Tow Truck Rotation Fee	Per city tow - billed monthly	\$10.00

# FIRE AND RESCUE SERVICE



FEE DESCRIPTION	UNIT FEE	FEE
Engine Response	Per hour	\$466.00
Aerial Truck Response	Per hour	\$582.00
Tender Response	Per hour	\$466.00
Brush Truck Response	Per hour	\$466.00
Heavy Rescue Response	Per hour	\$466.00
Boat Response	Per hour	\$466.00
AFFF Foam	Per gallon	\$53.00
Class A Foam	Per gallon	\$26.00
SCBA Pack	Each	\$106.00
Absorbent	Per bag	\$21.00
Absorbent Booms	Each	\$42.00
Disposable Coveralls	Each	\$31.00
Neoprene Gloves	Per pair	\$26.00
Over Boots	Per pair	\$26.00
Gas Plug Kit	Each	\$79.00
Plug and Dike Equipment	Each	\$79.00
Drum Liners	Each	\$10.00
Barricade Tape	Each	\$10.00
Poly Sheeting	Each	\$53.00
Micro-Blaze	Per 1 gallon	\$31.00
	Per 5 gallons	\$148.00

FEE DESCRIPTION	UNIT FEE	FEE
Level A Hazmat Suit	Each	\$663.00
Level B Hazmat Suit	Each	\$275.00
Chemical Boots	Per pair	\$26.00
95 Gallon Overpack Drum	Each	\$164.00
55 Gallon Overpack Drum	Each	\$90.00
35 Gallon Overpack Drum	Each	\$53.00
5 Gallon Overpack Drum	Each	\$10.00
Motor Vehicle Incidents Level 1	Per Incident up to 3 hours	\$506.00
Motor Vehicle Incidents Level 2	Per incident	\$576.00
Motor Vehicle Incidents Level 3	Per incident	\$704.00
Extrication Add-on	Per incident	\$1,520.00
Landing Zone	Per Incident	\$465.00
HAZMAT Level 1	Per Incident up to 3 hours	\$816.00
HAZMAT Level 2	Per Incident up to 3 hours	\$2,913.00
HAZMAT Level 3	Per Incident up to 3 hours	\$6,875.00
HAZMAT Additional Hours	Per hour	\$336.00
Water Incidents Level 1	Per incident	\$466.00
Water Incidents Level 2	Per incident	\$932.00
Water Incidents Level 3	Per incident	\$2,334.00
Water Incidents Level 4	Per rescuer, per hour	\$58.00
HAZMAT Itemized Reponse	Per HAZMAT responder, per hour	\$117.00
Chief Response	Per hour	\$290.00
Specialized Rescue	Follow apparatus type/rescuer rates	

FEE DESCRIPTION	UNIT FEE	FEE
Structure Fires	Follow apparatus type rates	
Vehicle Fire	Per incident	\$704.00
Gas Leak Level 1	Per hour (Engine)	\$466.00
Gas Leak Level 1	Per hour (Truck)	\$582.00
Gas Leak Level 2	Per hour (Engine)	\$748.00
Gas Leak Level 2	Per rescue person, per hour	\$58.00
Gas Leak Level 3	Per hour (Engine)	\$932.00
Gas Leak Level 3	Per rescue person, per hour	\$58.00
Fire Investigation Team	Per hour	\$321.00

# GAS SERVICE



FEE DESCRIPTION	UNIT FEE	FEE
New Tap And 1 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft	\$630.00
New Tap And 2 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft.	\$816.00
<b>Meter Charges And New Meters Added To Existing Services. Size Up To:</b>		
275 CFH		\$225.00
425 CFH		\$657.00
880 CFH		\$1,126.00
1000 CFH		\$1,903.00
3000 CFH		\$2,150.00
5000 CFH		\$2,750.00
7000 CFH		\$3,290.00
11000 CFH		\$3,850.00
All Special Gas Services And Other Applications Not Covered Above	Actual cost	
Repair Service Damaged By Construction	Actual cost - \$500 minimum	

# FIRE MARSHAL



FEE DESCRIPTION	UNIT FEE	FEE
Fire Sprinkler Installation	Permit fee	\$328.00
	Per head	\$0.69
Fire Sprinkler Modification	Up to 20 heads	\$132.00
Fire Alarm Installation	Permit fee	\$328.00
	Per head	\$0.69
Fire Alarm Modification	Up to 10 devices	\$132.00
Alternative Fire Protection System Installation		\$360.00
Third Party inspection for fire alarm, sprinklers, equipment, etc.	Actual Costs	
Third Party plan review for fire protection systems with a valuation over \$500,000	Actual Costs	
Hood Suppression Systems (Installation)	Permit fee	\$196.00
Above Ground Storage Tanks Installation	Permit fee	\$397.00
Underground Storage Tanks Installation	Permit fee	\$397.00
Standpipes Installation	Permit fee	\$132.00
Paint/Spray Booth Installation		\$328.00
Fire Apparatus Access Road Gate Installation		\$132.00
Underground Fire Line Installation	Permit fee	\$300.00
Underground Fuel Storage Tank Removal		\$328.00
Working Without a Permit	Double the permit fee	
Re-Inspection Fee		\$84.00

FEE DESCRIPTION	UNIT FEE	FEE
<b>State Licensed Facility Fees:</b>		
Daycare Facilities	Annually	\$100.00
Nursing Homes	Annually	\$196.00
Hospitals	Annually	\$265.00
In-Home Facilities	Annually	\$63.00
<b>Operational Permit Fees:</b>		
Exhibits and Trade Shows	Per event	\$63.00
Hazardous Materials	Annually	\$164.00
Cutting and Welding	Per event	\$26.00
Open Flames/Torches	Per event	\$26.00
Hot Work Operations	Per event	\$26.00
Carnivals and Fairs	Per event	\$63.00
Explosives	Annually	\$196.00
Fireworks Displays	Per event	\$164.00
Liquid or Gas-Fueled Vehicles/Equipment in Buildings	Annually	\$53.00
Repair Garages and Motor Fuel Dispensing Facilities	Annually	\$164.00
Fumigation and Fogging	Per event	\$26.00
Tent Permit - Temporary Use <180 days	Per event	\$26.00



FEE DESCRIPTION	UNIT FEE	FEE
Tents and Modular Structure Permit - Use > 180 Days	Valid for 365 days	\$100.00
Flammable and Combustible Storage	Annually	\$164.00
Misc. Combustible Storage	Annually	\$164.00
Amusement Buildings	Annually	\$164.00
Storage of Scrap Tires	Annually	\$498.00
Dry Cleaning Plants	Annually	\$53.00
High-Piled Storage	Annually	\$84.00
Compressed Gases	Annually	\$164.00
Electrical Energy Storage Systems		\$159.00
Emergency Responder Radio Communication System		\$265.00

# LIQUOR LICENSES & PERMITS



FEE DESCRIPTION	UNIT FEE	FEE
Wine Retailer's on Premise	Per 2 years	\$175.00
Malt Beverage Retailer's On Premise Permit	Per 2 years	\$150.00
Wine & Malt Beverage Retailer's Off Premise	Per 2 years	\$60.00
Malt Beverage Retailer's Off Premise Permit	Per 2 years	\$60.00
Package Store	Per 2 years	\$500.00
Local Distributor's Permit	Per 2 years	\$100.00
Wine Only Package Store	Per 2 years	\$75.00
Mixed Beverage (4th Year)	Per 2 years	\$750.00
Brew Pub License	Per 2 years	\$500.00

# LIBRARY



FEE DESCRIPTION	UNIT FEE	FEE
Out-of-County Library Card	Per household	\$25.00
Overdue Books	Per day per book	\$0.25
Overdue DVD's, CD's, Playaways	Per day per item	\$0.25
Overdue Interlibrary Loan Material	Per day per item	\$0.25
Overdue Devices	Per day per item	\$0.25
Individual Deposit on Audio-Visual Equipment		\$100.00
Lost Materials or Damaged Beyond Repair	Cost of replacement	
	Plus service fee for processing, cataloging and/or postage	\$5.00
Interlibrary Loan Requests	Cost of return postage plus any fees set by lending library	
Replacement of Lost Card		\$1.00
Copies and Computer Printouts (Including Wireless Access)	Black and white	\$0.25
	Color	\$1.00
Community Room Use (For-Profit Groups)	Per hour (minimum 2 hours)	\$55.00
Community Room Use Security Deposit (For-profit and not-for-profit groups)		\$150.00
Conference Room Use (For-Profit Groups)	Per hour	\$30.00
Proctoring Fee	Students (primary, secondary, college)	\$10.00
	Professionals	\$25.00

# PERMITTING & CODE COMPLIANCE



FEE DESCRIPTION	UNIT FEE	FEE
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**Contractor:**

Contractor Registration - New - (For Contractors Not Required to Register With The State)	For Homestead Properties	\$100
	For all other Properties	\$150
Contractor Registration - Annual Renewal	For Homestead Properties	\$50
	For all other Properties	\$100

**Building:**

New Construction Permit Fee (One-Two Family Dwelling)	Per sq. ft	\$0.38
New Construction Permit Fee Commercial/Other	Per sq. ft. for the first 5,000 sq. ft.	\$0.53
	Additional per sq. ft. over 5,000	\$0.15
Remodeling and Repair Permit Fee (One-Two Family Dwelling)	Per sq. ft.	\$0.53
Remodeling and Repair Permit Fee (Non-residential)	Each	\$26.00
	Per \$1,061.00 in construction value	\$5.00
Roof Permit Fee		\$111.00
Fence or Wall Permit Fee	Residential	\$40
	Commercial	\$100
Building Moving Permit Fee		\$84.00
New Lawn Irrigation Permit Fee		\$26.00

FEE DESCRIPTION	UNIT FEE	FEE
Demolition Permit Fee	Residential 1-2 family dwelling	\$53.00
	Other than 1-2 family dwelling	\$106.00
Flatwork		\$111.00
Parking Lot Permit		\$222.00
Swimming Pool Permit Fee	Application fee	\$31.00
	Per \$1,000 in construction value	\$4.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	Of original permit fee	200%
Residential/Commercial Sidewalk Inspection Fee		\$5.00
Residential Driveway Approach Inspection Fee		\$10.00
Commercial Parking Lot Inspection Fee		\$15.00
Reinspection Fee		\$100
Permit Renewal Fee	Of original per fee	53%
Plan Checking Fee - In House	In-house: % of permit fee Outsourced: Actual city cost	53%
Valet Parking Permit Fee		\$53.00
Valet Parking Permit Annual Renewal Fee		\$26.00

**Electrical:**

Residential Permit Application Fee		\$31.00
Commercial Permit Application Fee		\$42.00
Furnace Units Permit Fee	each	\$10.00
A/C Units Permit Fee	each	\$10.00
Meter Loop Permit Fee	each	\$10.00

FEE DESCRIPTION	UNIT FEE	FEE
Service Permit	each	\$26.00
Outlet or Light Fixture Permit Fee	each	\$1.00
Appliance Permit Fee	each	\$2.25
Motor Permit Fee	each	\$8.00
Solar Panel Fee	each	\$79.00
Cell or Antenna Tower Fee	each	\$26.00
Minimum Permit Fee	each	\$21.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	53%

**Heating, Ventilation and Air Conditioning:**

Residential Permit Application Fee		\$31.00
Commercial Permit Application Fee	Per floor	\$42.00
Heating or Air Conditioning Permit Fee	Per unit	\$24.00
Refrigeration Permit Fee (Commercial)	Per unit	\$47.00
Local Vent Outlet Permit Fee	Each	\$2.00
Minimum Permit Fee		\$21.00
Premature Work Charge (Starting Before a Permit has Been Issued)	% of original permit fee	212%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	50%

FEE DESCRIPTION	UNIT FEE	FEE
<b>Plumbing and Gas:</b>		
Permit Application Fee		\$31.00
Commercial Permit Application Fee	Per floor	\$42.00
House Sewer (New or Repair)	Per 100 feet	\$10.00
Gas Piping	Per outlet	\$3.50
Fixture or Outlet Permit Fee	Each	\$3.75
Mercury Gas Test Permit Fee	\$ Fee for each, plus permit fee	\$25.00
Grease Trap Permit Fee	Each	\$26.00
Water Piping (New or Repair) Permit Fee	Per 100 feet	\$10.00
Irrigation System Permit Fee	Per head	\$1.50
Vacuum Breakers or Backflow Preventers Permit Fee	Each	\$5.00
Drip Irrigation System Permit Fee	Residential	\$37.00
	Commercial	\$42.00
Floor/Mop Sink/Fountain Permit Fee		\$5.00
Minimum Permit Fee		\$21.00
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%
Reinspection Fee		\$53.00
Permit Renewal Fee	% of original permit fee	50%

FEE DESCRIPTION	UNIT FEE	FEE
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**Signs:**

Permit Application Fee		\$100
Commercial Advertising Sign Permit Fee	Per sq. ft. of sign face	\$2.25
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	212%
Reinspection Fee		\$100
Permit Renewal Fee	% of original permit fee	53%
Variance		\$500
Banner Permit		\$50.00
Same Day Inspection Fee		\$150.00
After Hours Inspection Fee	Per hour, 2 hour minimum	\$150.00
T-Pole (in addition to meter loop)		\$50
Certificate of Occupancy not associated with a permit		\$250
Extension of permit	% of Permit Fee	50%
Plan review of onsite horizontal improvements		Actual Costs
Inspection of onsite horizontal improvements		Actual Costs
Site Development Permit Fee	Per acre or per lot, whichever is greater	\$1,100
		\$30



# PARKS AND RECREATION



FEE DESCRIPTION	UNIT FEE	FEE
Daily Pool Admission Fee	City resident	\$4.00
	Non-resident	\$5.00
Pool Season Pass	City resident - for 25 pass punch card	\$75.00
	Non-resident - for 25 pass punch card	\$100.00
Swimming Lessons	City resident - per session	\$60.00
	Non-resident - per session	\$75.00
Private Pool Parties (Under 50 Attendees)	City resident	\$350.00
	Non-resident No refunds for cancellation unless due to bad weather.	\$400.00
Private Pool Parties (50-99 Attendees)	City resident	\$425.00
	Non-resident No refunds for cancellation unless due to bad weather.	\$475.00
Private Pool Parties (100-149 Attendees)	City resident	\$475.00
	Non-resident No refunds for cancellation unless due to bad weather.	\$525.00
Private Pool Parties (150-199 Attendees)	City resident	\$525.00
	Non-resident No refunds for cancellation unless due to bad weather.	\$575.00
Private Pool Parties (200+ Attendees)	City resident	\$575.00
	Non-resident No refunds for cancellation unless due to bad weather.	\$625.00
Day Time Pool Party	For 25 people max 2 hours	\$125.00
Disc Golf Tournament Fee	Per participant	\$5.00
	Minimum per tournament)	\$50.00

FEE DESCRIPTION	UNIT FEE	FEE
Special Event Permit Fee Non-Refundable Administrative Fee	Class A event: single day event with attendance estimated less than 500	\$50.00
	Class B event: multiple day event or event with attendance estimated between 500 and 1,000	\$210.00
	Class C event: event with attendance estimated at more than 1,000 people	\$315.00
	Class D event: parade or street closure - requires a \$1,000 refundable damage deposit	\$525.00
Park Maintenance Fee	Per man hour	\$50.00
Athletic Special Event Fee	Per participant	\$5.00
	Per participant for charitable non-profits	\$2.50
	Additional fee per participant if using City Lake Park during peak season. Fee is charged if utilizing city facilities for triathlons, runs, etc. Other park fees may apply. Events at lake will require the pavilion be rented as well.	\$10.00
Special Events Deposit	Per event (includes all city facilities and property)	\$310.00
Northrup Park Pavilion Daily Rental	Weekdays city resident - per day	\$50.00
	Weekdays non-resident - per day	\$65.00
	Weekends city resident - per day	\$150.00
	Weekends non-resident - per day	\$175.00
	Cancellation fee - less than 2 weeks - damage deposit fee refundable only	
	No shows/no refund \$200 refundable damage deposit required	
Northrup Park Pavilion Hourly Rental	City residents - per hour - max of 3 hours in a 24-hour period	\$20.00
	Non-residents - per hour - max of 3 hours in a 24-hour period	\$25.00
Volleyball Court Reservation	Per court for 2 hours	\$25.00
	Full day rental (includes all three courts)	\$150.00

FEE DESCRIPTION	UNIT FEE	FEE
Northrup Athletic Park Tournament/Camp Rental	Per field per day	\$150.00
	Per field deposit to reserve	\$50.00
	Refundable damage deposit	\$100.00
	Full complex rental on first day	\$2,200.00
	Rental for second day - required if renter plans to charge a gate fee	\$1,800.00
Park Vendor Permit	City resident - per participant	\$10.00
	Non-resident - per participant	\$50.00
Non-City Sponsored Athletic League Facility Use Fee	City resident - per participant	\$10.00
	Non-resident - per participant	\$50.00
Sports Field Rental	City resident - per field per hour. Max of 2 hours per 24 hour period	\$20.00
	Non-resident - per field per hour. Max of 2 hours per 24 hour period	\$40.00
	Refunds - only when the city closes the fields	
Veterans Park User/Maintenance Fee	Special use of this park must be approved by the City Manager or his designee through the Park and Recreation Office	
Boerne City Lake Access	Weekday parking pass: city resident	Free
	Weekday parking pass: non-resident	\$10.00
	Weekend parking pass: city resident	Free
	Weekend parking pass: non-resident	\$15.00
	Holiday parking pass: city resident	Free
	Holiday parking pass: non-resident	\$20.00
	Season pass: city resident	Free up to 2 vehicles, \$25.00 per additional vehicle
	Season pass: non-resident	\$125.00, \$25.00 per additional vehicle

FEE DESCRIPTION	UNIT FEE	FEE
Boerne City Lake Access Senior Citizens (65 And Over) Military - Active And Retired/ Disabled Citizens	Daily parking pass - any day	\$5.00
	Season pass	\$75.00
	Per additional pass	\$25.00
Boerne City Lake Access - Disabled Veterans	Free entry for 60% or more disabled veterans	
Boerne City Lake Park Group Pavilion Rental	Daily rental - weekday Monday - Thursday	\$100.00
	Refundable damage deposit fee	\$100.00
	Daily rental - weekend - Friday - Sunday	\$250.00
	Refundable damage deposit fee	\$200.00
	Holiday	\$500.00
	Refundable damage deposit fee	\$500.00
	All non-residents will be charged a gate fee	
	Cancellation fee: less than 2 weeks prior to event	damage deposit fee refundable only
	No shows/no refund	refundable damage deposit required
Main Plaza & City Parking Lots	Weekday rental - city resident	\$200.00
	Weekday rental - non-resident	\$250.00
	Weekend rental - city resident	\$350.00
	Weekend rental - non-resident	\$500.00
	Additional charge of \$25.00 per vendor when applicable. Fees are discounted by 50% for charitable non-profit organizations. (IRS Determination Letter must be provided.) In addition to current fee Main Plaza Special Event Damage Deposit Fees - \$1000.00. Cancellation Fee: Less than 2 weeks prior to event- damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.	

FEE DESCRIPTION	UNIT FEE	FEE
City Parks-Deposit For Short Term License Agreement		\$1,040.00
City Parks-License Fee For Uses Requiring A Short Term Lease Agreement	Per day	\$1,040.00
Public Film Permit	Per day	\$50.00
Public Film Project Expenses	Fees will be established for each filming project based on the costs associated with the project	
Athletic & Recreational Programs	Fees will be established for each program based on the costs associated with the program	
Water Works Terrace - With Main Plaza Rental	Weekday - city resident	\$25.00
Water Works Terrace - With Main Plaza Rental	Weekend - city resident	\$50.00
Water Works Terrace - With Main Plaza Rental	Weekday - non-resident	\$50.00
Water Works Terrace - With Main Plaza Rental	Weekend - non-resident	\$75.00
Water Works Terrace - Without Main Plaza Rental	Weekday - city resident	\$50.00
Water Works Terrace - Without Main Plaza Rental	Weekend - city resident	\$75.00
Water Works Terrace - Without Main Plaza Rental	Weekday - non-resident	\$75.00
Water Works Terrace - Without Main Plaza Rental	Weekend - non-resident	\$100.00
Water Works Terrace	Cancellation fee - less than 2 weeks prior to event	damage deposit fee refundable only
Water Works Terrace	No shows	no refund
City Park Tournament/ Camp Field Rental	Per field per day	\$150.00
	Set fee per field	\$200.00
	Refundable security deposit per field	\$50.00
	Cancellation Fee: Less than 2 weeks - damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.	

FEE DESCRIPTION	UNIT FEE	FEE
Amphitheater	Weekday rental - resident	\$210.00
	Weekday rental - non-resident	\$315.00
	Weekend rental - resident	\$420.00
	Weekend rental - non-resident	\$525.00
	Additional charge per vendor when applicable	\$10.00
	Fees are discounted by 50% for charitable non-profit organizations (IRS Determination Letter must be provided)	
	In addition to current fee Special Event Damage Deposit Fees: 1 to 100 participants - \$210 deposit. 101 to 500 participants - \$315 deposit. Cancellation Fee: 2 weeks prior to rental - \$25 admin. fee Less than 2 weeks - 25% of rental plus \$25 administrative fee. No shows/ no refund.	
Amphitheater Stage Lighting		\$155.00
	Plus per hour labor fee	\$50.00

# PLANNING & DEVELOPMENT



FEE DESCRIPTION	UNIT FEE	FEE
Re-Zoning Application Fee		\$1,000
Special Use Permit	New	\$1,000
	Extension	\$500
	Major Amendment	\$1,000
	Minor Amendment	\$100
Administrative/Land Use Determination		\$570
Zoning Verification Letter		\$100
Vested Rights Determination	Per lot for homestead property	\$1,141
	plus attorney fees for multiple lot/residential subdivision, multifamily or commercial properties	\$2,852
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee
Land Study		\$570
Master Development Plan (MDP)	Base Fee Plus	\$2,281
	Per acre	\$115
Master Development Plan (MDP) Amendment	Major Amendment	\$1,141
	Minor Amendment	\$570
Subdivision/Replat application fee (Preliminary Plats, Final Plats, Etc.)	Per plat plus	\$741
	Per lot	\$115
Minor Development Plat Application		\$400

FEE DESCRIPTION	UNIT FEE	FEE
Major Development Plat Application	Per plat plus	\$741
	Per lot	\$55
Amending Subdivision Plat Application Fee		\$500
Cluster Development District (CDD)		\$1,000
Planned Development District (PDD)		\$1,000
Planned Unit Development (PUD)		\$1,000
Planned Unit Development or Planned Development District (PUD/PDD) Budget Review		Actual cost of consultant
Park Land Dedication		As determined by UDC
Plat Expiration Extension		\$1,141
Plat Waiver		\$551
Plat Vacation Application Fee		\$401
Tree Preservation Review And Inspection		Actual cost of consultant
Tree Removal		\$164.00
Mitigation For Tree Removal	Standard tree in TC	\$50.00
	Legacy tree in TC	\$105.00
	Heritage tree in TC	\$210.00
Mitigation For Tree Removal Within A Drainage Protection Zone	Standard tree in TC	\$105.00
	Legacy tree in TC	\$210.00
	Heritage tree in TC	\$305.00
Tree Removal Violation Or Tree Mortality Violation	P/circumference inch or replacement - no more than \$1,000.00 p/day	\$250.00
Subdivision Variance	Each	\$500



FEE DESCRIPTION	UNIT FEE	FEE
Application for Design Review Committee (DRC)	Certificate of Approval	\$230
	Sign Variance	\$500
Application for Historic Landmark Commission (HLC)	Sign	\$150
	Other	\$250
Thoroughfare Plan Amendment		\$1,000
Master Sign Agreement		\$250 plus recording fees
Short-Term Rental Permit Fee		\$200.00
Short-Term Rental Inspection Fee		\$100.00
Development Agreement Fee		\$2,500 plus \$200/acre (max \$7,500), plus attorney fee
Development Agreement Amendment		\$2,000 plus \$100/acre (max \$5000), plus attorney fees
Incentive Agreement		\$9,300 plus attorney fees
Low Income Housing Tax Credit (LIHTC) Project (Consideration)		\$1,000 plus \$100/ acre (max \$5,000)
Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee
Kendall County Recording Fees		Actual cost as determined by the County Clerk's Fee Schedule currently in effect
Annexation Petition by Property Owner		\$700
All Board or Committee Appeals (not specified elsewhere)	Each	\$500
All Administrative Appeals (not specified elsewhere)	Each	\$500

# PUBLIC RECORDS & DOCUMENTS



FEE DESCRIPTION	UNIT FEE	FEE
Copies - 50 Pages Or Less	Per page	\$0.10
Copies - More Than 50 Pages Or If Information Requested Is Located In More Than One Building Or In A Remote Storage Facility	Actual copy charge plus personnel per hour	\$15.00
	Overhead of personnel charge	20%
Printed Copies - Large Format - Black & White 18"X 24" 24" X 36" 30" X 42"	Actual cost	
Printed Copies - Large Format - Color 18"X 24" 24" X 36" 30" X 42"	Actual cost	
Scanning - Large Format	Actual cost	
Non-Standard Size Copies	DVD	\$1.00
	USB drive	\$1.00
Computer Resource Charges	PC or LAN - per hour	\$2.00
	Programming time - per hour	\$28.50
Postage and Shipping	Actual cost	
Certify A Document	Per certification	\$2.00

# UTILITIES



FEE DESCRIPTION	UNIT FEE	FEE
Garbage Billing/Collection Fee	Per customer per month	\$1.00
Garbage - Brush Collection - Monthly Fee	Per customer per month	\$1.00
Garbage/Brush Collection - Additional Pick-Up For Active Accounts Only	Per pick-up	\$30.00
Garbage - Brush Collection - Special Requests: Owner Accounts With Tenant, Commercial Accounts, Non-active Accounts (Property Owner Does Not Have Active Residential Utility Account)	Per pick-up	\$26.00
Processing Fee: Disconnect - Reconnect at Customers Request	Regular hours	\$58.00
	After hours	\$116.00
Reread Fee / Additional Water Profile Fee	Charge after 2nd re-read in a 12 month period if no errors found	\$21.00
	Charge after 2nd water profile in a 12 month period	\$21.00
Return Check, ACH, Credit Card And/Or Credit Card Draft (CCD)	Per occurrence	\$38.00
Account Activation Fee	Per account	\$19.00
Transfer Fee	Per occurrence	\$19.00

FEE DESCRIPTION	UNIT FEE	FEE
Miscellaneous Fee	Normal hours	\$19.00
	After hours	\$37.00
Meter Test Fee (One Free Test Per Four Years, Thereafter, Fee Charged if Meter is Valid)	Actual cost passed through	
Meter Tamper	Per occurrence	\$200.00
	Associated additional cost passed through	
Overhead Banners on Main Street	Per application	\$350.00
Distributed Generation Application Fee	Per application	\$551.00

# WATER CONNECTION & SERVICE



FEE DESCRIPTION	UNIT FEE	FEE
New Tap And 3/4 Inch Service	Plus the actual cost of pipe	\$524.00
New Tap And 1 Inch Service	Plus the actual cost of pipe	\$572.00
New Tap And 1 1/2 Inch Service	Plus the actual cost of pipe	\$609.00
New Tap And 2 Inch Service	Plus the actual cost of pipe	\$678.00
New Tap And 3 Inch Service	Plus the actual cost of pipe	\$1,411.00
New Tap And 4 Inch Service	Plus the actual cost of pipe	\$1,464.00

**Meter Charges And New Meter Added To Existing Services.**

**Meter Size:**

5/8 X 3/4 Inch Non-Turbine		\$219.00
3/4" Combined Fire Flow Meter		\$503.00
Multiple Meters 5/8 X 3/4 Inch ( 3 Minimum)	Per meter	\$187.00
3/4 Inch Non-Turbine		\$251.00
1 Inch Non-Turbine		\$436.00
1 1/2 Inch Non-Turbine		\$800.00
2 Inch Compound		\$2,550.00
3 Inch Compound		\$3,800.00
4 Inch Compound		\$5,025.00
6 Inch Compound		\$6,225.00
All Special Water Services And Special Applications Not Covered Above	Actual cost	
Backflow Prevention Annual Tester Registration	Per tester (non-refundable)	\$53.00
Bulk Potable Water Meter Deposit	For contractors	\$716.00

FEE DESCRIPTION	UNIT FEE	FEE
Bulk Potable Water Meter Rental Fee	Per day	\$7.00
Bulk Potable Water Consumption	Per 1,000 gals	\$5.50
Bulk Reclaimed Water For Construction	Per 1,000 gals	\$5.00
	Deposit per account required	\$265.00
Repair Service Damaged By Construction	Actual cost - \$500 minimum	
All Special Water Services And Special Applications Not Covered Above	Actual cost	

# SEWER SERVICE



FEE DESCRIPTION	UNIT FEE	FEE
Sewer Tap And 6 Inch Service	Plus the actual cost of pipe	\$550.00
Sewer Tap And 8 Inch Service	Plus the actual cost of pipe	\$677.00
Repair Service Damaged By Construction	Actual cost - \$500 minimum	
All Special Sewer Services and Special Applications Not Covered Above	Actual cost	

# ZONING BOARD OF ADJUSTMENT



FEE DESCRIPTION	UNIT FEE	FEE
Application Fee for Variance or Appeal to Decision of Administrative Official	Each request	\$500



# NOTES

- NOTE # 1** Intentionally left blank  
A 15 foot wide standard City of Boerne utility easement shall be provided by the property owner to accommodate the utility extension; to include appropriate access for
- NOTE # 2** maintenance  
The customer shall provide a suitable permanent structure to attach the service and
- NOTE # 3** meter loop per the City of Boerne's specifications and utility policies.
- NOTE # 4** Meter set fees as shown shall be added to service fees.  
If a service requires cutting pavement there shall be an additional charge of \$100.00
- NOTE # 5** added to the service fee (previous \$96.00).  
If service requires cutting of pavement an additional charge of \$200.00 shall be added to
- NOTE # 6** service charge (previous \$180.00).  
Applicable only when contractor has requested re-inspection and is not ready; or has
- NOTE # 7** failed to correct previous violation(s).
- NOTE # 8** Intentionally left blank.
- NOTE # 9** Intentionally left blank.
- NOTE # 10** Intentionally left blank.
- NOTE # 11** Intentionally left blank.  
Class A Tournament: tournament which requires use of seven (7) or more fields. Class
- NOTE # 12** B Tournament: tournament which requires use of six (6) or less fields.  
On a patron's 65<sup>th</sup> birthday, that patron would be exempt from any increase in the out-of-
- NOTE # 13** county fee.
- NOTE # 14** Intentionally left blank  
Charges for review of incomplete or non-conforming documents subsequent to initial
- NOTE # 15** review
- NOTE # 16** Application fee for special use permits during drought response stages
- NOTE # 17** Large format refers to any paper size larger than 11" x 17"
- NOTE # 18** Intentionally left blank
- NOTE # 18** 320 amp self-contained may be installed under certain circumstances.  
Additional costs includes but is not limited to theft of service and non-residential and
- NOTE # 19** specialty meters. See Utility Rules and Regs for further information
- NOTE # 20** Brush pick-up is subject to the City's Brush Collection Policy currently in effect.
- NOTE # 21** Labor will be charged separately as allowed by the Public Information Act



Municipal Fee Schedule - draft showing proposed changes  
For presentation and consideration on September 10, 2024

Administration

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Acquiescence To Encroachment Request (Easements, Rights-of-Way, Etc.)	Per request	\$127.00				
Variance Request - All Ordinances Not Specifically Identified	Per request per item	\$127.00				
Temporary Use Permit	Per request	\$127.00				
Peddler's Registration Fee	Per request per item	\$127.00				
Special Event - Main Street and State Highway Closure	Actual cost of barricades and city personnel					
Return Check, ACH, and/or Credit Card	Per occurrence	\$37.00				

Animal Control

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Registration and Tag (Fertile) Fee	1 year dog or cat	\$10.00				
	3 year dog or cat	\$31.00				
	additional postage fee if registration is mailed	\$5.00				
Registration and Tag (Spayed or Neutered) Fee	1 year dog or cat	\$5.00				
	3 year dog or cat	\$15.00				
	additional postage fee if registration is mailed	\$5.00				
Tag Replacement Charge	Per request	\$5.00				
Impoundment Fee 1st offense if current on rabies vaccination 1st offense if not current on rabies vaccination 2nd offense 3rd offense	1st offense if current on rabies vaccination	\$26.00				
	1st offense if not current on rabies vaccination	\$53.00				
	2nd offense	\$74.00				
	3rd offense	\$100.00				
Daily Boarding Fee	per day	\$10.00		Per day	\$12.00	consistency with quarantine boarding fee
Quarantine Fee	Impound fee	\$53.00				
	Boarding per day	\$10.00		Per day	\$12.00	
Lease Trap	Per day	\$1.00				
	Deposit	\$58.00				
Adoption Fee	Dogs needing spay/neuter	\$111.00			\$120.00	Medical fees have increased by 24%
	Cats/kittens needing spay/neuter	\$100.00			\$100.00	remains the same
	Dogs/cats spayed/neutered prior to arrival	\$84.00			\$80.00	decreased by \$4 / 4.75%
Microchip	each	\$21.00				
Owner Surrender		\$53.00	Individual animal will raise to \$60 Mothers and litter will be \$60 for adult and \$25 per puppy/kitten. This includes all animals.		\$60 Litter per puppy/kitten \$25	Each animal will need to be spayed/neutered. We presently don't have a fee for litters of animals.

Animal Control

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Kennel Permit Fee	Per year	\$111.00				
Specimen Submission	Per specimen to be tested for rabies	\$42.00				

Cemetery

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Lot Sale		\$3,000.00				
Infant Lot		\$120.00				
Endowment Fee on Lot Sale	Regular lot	\$300.00				
	Infant lot	\$50.00				
Endowment Fee to Open and Close Infant Lot		\$50.00				
Endowment Fee to Open and Close at Each Interment		\$300.00				
Cemetery Urn Garden Niche	Single niche	\$1,140.00				
	Double niche	\$2,400.00				
Cemetery Urn Garden Niche Sale Endowment	upon purchase	\$120.00				
	upon each inurnment	\$240.00				

Engineering & Mobility

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Premature Work Charge (Starting Before a Permit is Issued)	% of original permit fee	212%			200%	This should be kept at a steady 200% rate and not include a CPI increase since it's a percentage of a permit fee.
Infrastructure Acceptance Agreement Processing Fee		\$275.00			1,000	Cost increased to reflect recouping staff/city attorney costs for this level of agreement.
City Attorney Review Fee of Financial Guarantees on Forms Other Than City Standard		\$275.00			300	10% increase and rounding up.
<b>Review Fees</b>						
Public Works Infrastructure Document Review	Per hour, 1 hour minimum	\$63.00			70	10% increase and rounding
Infrastructure Documents LOC Application Fees (Amending Plats Only)		\$500.00			550	10% increase and rounding
Infrastructure Documents LOC Application Fees	Plus \$50/Acre or lot, whichever is greater	\$2,000.00			2,200	10% increase and rounding
TIA Consistency Worksheet Review		\$265.00			300	10% increase and rounding
Traffic Impact Analysis Review (Level 1)		\$1,000.00			1,100	10% increase and rounding
Traffic Impact Analysis Review (Level 2)		\$1,500.00			1,700	10% increase and rounding
Traffic Impact Analysis Review (Level 3)		\$2,000.00			2,200	10% increase and rounding
Land Study Drainage Study Review (Tier 2 & 3)		\$250.00			275	10% increase and rounding
Drainage Study Conformance Letter Review		\$250.00			275	10% increase and rounding
Drainage Study Review (Tier 1 Using Letter Other Than City Standard)		\$75.00			100	10% increase and rounding
Drainage Study Review (Tier 2)		\$2,500.00			2,750	10% increase and rounding
Drainage Study Review (Tier 3)		\$3,000.00			3,300	10% increase and rounding
Drainage Study Revision Review (Any Tier Greater Than 3 Rounds of Review, per Review)		\$1,500.00			1,700	10% increase and rounding
Lid Plan Review		\$1,655.00	LID Plan Review		1,800	Fixing uppercase/lowercase letters; 10% increase and rounding
Clomr Review		\$3,862.00	CLOMR Review		4,300	Fixing uppercase/lowercase letters; 10% increase and rounding
LOMR without CLOMR Review		\$4,965.00			5,500	10% increase and rounding
LOMR with CLOMR Review		\$2,758.00			3,100	10% increase and rounding
LOMA, CLOMR-F & LOMR-F Review		\$500.00			550	10% increase and rounding

Engineering & Mobility

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Major Thoroughfare Amendment Application Fee		\$1,000.00			2,000	Cost increased to reflect recouping staff/city attorney costs for this level of agreement.
<b>Permit Fees</b>						
Floodplain Development Permit (Individual Residential Lot)		\$84.00			100	10% increase and rounding
Floodplain Development Permit (Development, Commercial, Other)		\$275.00	Floodplain Development Permit (Development, Commercial, Other)		300	Fixing grammar error
Grading Permit Fee		\$275.00			300	10% increase and rounding
	Per acre	\$26.00			30	10% increase and rounding
Construction Release Permit Fee		\$551.00			600	10% increase and rounding
	Per acre	\$26.00			30	10% increase and rounding
Right-of-Way Construction Permit Fee (S.F. Residential)		\$53.00			60	10% increase and rounding
Right-of-Way Construction Permit Fee (Other Than S.F. Residential)		\$222.00			250	10% increase and rounding
Site Development Permit Fee		\$1,000.00	****This fee needs to be moved to P&CC****		1,100	****This fee needs to be moved to P&CC****
	Per acre or per lot, whichever is greater	\$25.00			30	10% increase and rounding
<b>Inspection Fees</b>						
Infrastructure Inspection	% of engineering opinion of probable construction cost	1%			1%	10% increase and rounding
Infrastructure Re-inspection		\$53.00			60	10% increase and rounding
Infrastructure Inspection Overtime (After Hours/Holiday/Weekend)	Per hour, (minimum 4 hours for weekend/holiday)	\$58.00			60	10% increase and rounding
Infrastructure Inspection No-Show Fee		\$111.00			125	10% increase and rounding



Electric Connection Fees

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Single Phase And Three Phase Underground Primary Extension: Residential, Commercial, Industrial	Actual cost					
Single Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00				
Three Phase Underground Secondary Service; All Classes; 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00				
Single Phase Overhead Primary Extension; All Classes	Actual cost					
Three Phase Overhead Primary Extension; All Classes 4/0 Acsr	Actual cost					
Single Phase Overhead Secondary Service; All Classes, 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (iff applicable)	\$249.00				
Single Phase Overhead Secondary Service; All Classes, 320 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$461.00				
Three Phase Overhead Secondary Service; All Classes 200 Amp Maximum	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$710.00				
Meter Bank* Single Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$233.00				
Meter Bank* Three Phase Service: All Classes, 200 Amp Maximum (Initial Service And First Meter) (*Meter Bank = 4 Minimum)	Plus prevailing cost of wire at time of installation for wire used and transformer (if applicable)	\$610.00				
Additional Single Phase Secondary Service Added To An Existing Service 200 Amp Maximum	Per service	\$233.00				
Additional Three Phase Secondary Service Added To An Existing Service, Or Single Phase Service Added To A Three Phase Service 200 Amp Maximum	Per service	\$610.00				

Electric Connection Fees

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Secondary Service With Ct Metering, Single Phase; Over 320 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$822.00				
Secondary Service With Ct Metering, Three Phase; Over 200 Amp	Per service plus prevailing wire cost at the time of installation for wire used and transformer (if applicable)	\$1,034.00				
Bi-Directional Meter	4s or 9s	\$530.00				
	2s	\$212.00				
Temporary Service 100 Amp Maximum (Construction Service)	Customer supplies and installs all temporary meter pole materials and equipment	\$47.00				
Meter/Service Pole Installation		\$350.00			\$450	Average cost to install pole is \$740.00.
Meter/Service Pole Removal		\$84.00			\$300	Average cost to remove pole is \$313.81
Meter/Service Pole Replacement		\$328.00			\$750.00	Average cost to replace pole is \$1000
Relocate Poles, Lines Or Service At Customer Request	Actual cost					
Increase Service Size, Or Type, At Customers Request	New service fee					
All Special Electric Services And Special Applications Not Covered Ab	Actual cost					
Repair Service Damaged By Construction	Actual cost - minimum	\$500.00				

Law Enforcement

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Accident Reports		\$10.00	Accident Reports		\$6.00	Fee is imposed by TXDOT, can be less not more
Offense Reports	Per page	\$0.10				
Fingerprints (Non-Resident)	Digital prints	\$30.00				
	Ink cards	\$10.00				
Use of City Police Car For Traffic Control - Other Than City Sponsored Event	First hour	\$42.00				
	Every hour thereafter	\$10.00				
			Tow Truck Rotation Fee	Per city tow- billed monthly	\$10.00	New fee to recover costs

Fire & Rescue Service

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Swift Water Rescue	Per quarter hour	\$84.00	Remove			Creating bundled levels to bill by third party
Engine 40 Response	Most current FEMA hourly equipment rates		Engine Response	Per hour	466	Type of apparatus vs. specific numbered apparatus
Engine 41 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Engine 44 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Engine 47 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Aerial Truck 48 Response	Most current FEMA hourly equipment rates		Aerial Truck Response	Per hour	582	Type of apparatus vs. specific numbered apparatus
Tender 46 Response	Most current FEMA hourly equipment rates		Tender Response	Per hour	466	Type of apparatus vs. specific numbered apparatus
Tender 49 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Brush 41 Response	Most current FEMA hourly equipment rates		Brush Truck Response	Per hour	466	Type of apparatus vs. specific numbered apparatus
Brush 42 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Brush 43 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Brush 44 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Rescue 45 Response	Most current FEMA hourly equipment rates		Heavy Rescue Response	Per hour	466	Type of apparatus vs. specific numbered apparatus
Command 41 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Support 41 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Boat 41 Response	Most current FEMA hourly equipment rates		Boat Response	Per hour	466	Type of apparatus vs. specific numbered apparatus
Boat 42 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Inflatable Raft	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
Utility 41 Response	Most current FEMA hourly equipment rates		Remove			Type of apparatus vs. specific numbered apparatus
PPV Fan	Per quarter hour	\$19.00	Remove			Itemization not needed due to bundled levels of response type
Generator	Per quarter hour	\$19.00	Remove			Itemization not needed due to bundled levels of response type
Chain Saw	Per quarter hour	\$10.00	Remove			Itemization not needed due to bundled levels of response type
Float Pump	Per quarter hour	\$21.00	Remove			Itemization not needed due to bundled levels of response type
AFFF Foam	Per gallon	\$53.00				

Fire & Rescue Service

Class A Foam	Per gallon	\$26.00				
Salvage Cover	Each	\$37.00	Remove			Itemization not needed due to bundled levels of response type
SCBA Pack	Each	\$106.00				
Hall Runner	Each	\$26.00	Remove			Itemization not needed due to bundled levels of response type
Portable Tank	Each	\$100.00	Remove			Itemization not needed due to bundled levels of response type
Water Extinguisher	Each	\$26.00	Remove			Itemization not needed due to bundled levels of response type
Scene Lights	Each	\$26.00	Remove			Itemization not needed due to bundled levels of response type
Pro Pack	Each	\$26.00	Remove			Itemization not needed due to bundled levels of response type
Sawzall	Per incident	\$79.00	Remove			Itemization not needed due to bundled levels of response type
Absorbent	Per bag	\$21.00				
Absorbent Booms	Each	\$42.00				
Disposable Coveralls	Each	\$31.00				
Neoprene Gloves	Per pair	\$26.00				
Over Boots	Per pair	\$26.00				
Gas Plug Kit	Each	\$79.00				
Plug and Dike Equipment	Each	\$79.00				
Drum Liners	Each	\$10.00				
Barricade Tape	Each	\$10.00				
Poly Sheeting	Each	\$53.00				
Removal of Hazardous Materials		\$190.00	Remove			Itemization not needed due to bundled levels of response type
Disposal of Hazardous Materials		\$190.00	Remove			Itemization not needed due to bundled levels of response type
Micro-Blaze	Per 1 gallon	\$31.00				
	Per 5 gallons	\$148.00				
Level A Hazmat Suit	Each	\$663.00				
Level B Hazmat Suit	Each	\$275.00				
Chemical Boots	Per pair	\$26.00				

## Fire & Rescue Service

Miscellaneous Tools	Per pair	\$26.00	Remove			Itemization not needed due to bundled levels of response type
Petro Absorbents Pads	Each	\$5.00	Remove			Itemization not needed due to bundled levels of response type
Chemical Absorbent Pads	Each	\$5.00	Remove			Itemization not needed due to bundled levels of response type
95 Gallon Overpack Drum	Each	\$164.00				
55 Gallon Overpack Drum	Each	\$90.00				
35 Gallon Overpack Drum	Each	\$53.00				
5 Gallon Overpack Drum	Each	\$10.00				
Spreaders	Per incident	\$328.00	Remove			Itemization not needed due to bundled levels of response type
Cutters	Per incident	\$328.00	Remove			Itemization not needed due to bundled levels of response type
Rams	Per incident	\$328.00	Remove			Itemization not needed due to bundled levels of response type
Air Bags	Per incident	\$328.00	Remove			Itemization not needed due to bundled levels of response type
Rescue Blanket	Each	\$10.00	Remove			Itemization not needed due to bundled levels of response type
Swiftwater Vest	Each	\$15.00	Remove			Itemization not needed due to bundled levels of response type
			Motor Vehicle Incidents Level 1	Per Incident up to 3 hours	\$506.00	
			Motor Vehicle Incidents Level 2	Per incident	\$576.00	
			Motor Vehicle Incidents Level 3	Per incident	\$704.00	
			Extrication Add-on	Per incident	\$1,520.00	
			Landing Zone	Per Incident	\$465.00	
			HAZMAT Level 1	Per Incident up to 3 hours	\$816.00	
			HAZMAT Level 2	Per Incident up to 3 hours	\$2,913.00	
			HAZMAT Level 3	Per Incident up to 3 hours	\$6,875.00	
			HAZMAT Additional Hours	Per hour	\$336.00	
			Water Incidents Level 1	Per incident	\$466.00	
			Water Incidents Level 2	Per incident	\$932.00	
			Water Incidents Level 3	Per incident	\$2,334.00	
			Water Incidents Level 4	Per rescuer, per hour	\$58.00	

## Fire & Rescue Service

			HAZMAT Itemized Reponse	Per HAZMAT responder, per hour	\$117.00	
			Chief Response	Per hour	\$290.00	
			Specialized Rescue	Follow apparatus type/rescuer rates		
			Structure Fires	Follow apparatus type rates		
			Vehicle Fire	Per incident	\$704.00	
			Gas Leak Level 1	Per hour (Engine)	\$466.00	
			Gas Leak Level 1	Per hour (Truck)	\$582.00	
			Gas Leak Level 2	Per hour (Engine)	\$748.00	
			Gas Leak Level 2	Per rescue person, per hour	\$58.00	
			Gas Leak Level 3	Per hour (Engine)	\$932.00	
			Gas Leak Level 3	Per rescue person, per hour	\$58.00	
			Fire Investigation Team	Per hour	\$321.00	

Gas Service

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
New Tap And 1 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft	\$530.00			\$630.00	Average cost to install service is \$1,500
New Tap And 2 Inch Service	Plus the actual cost of pipe. Our standard practice does not allow piping over 50ft.	\$716.00			\$816.00	Average cost to install service is \$1,500
Meter Charges And New Meters Added To Existing Services. Size Up To:						
275 CFH		\$175.00			\$225.00	Added \$50 for labor and equipment to set meter
415 CFH		\$397.00	425 CFH		\$657.00	Due to inventory shortages with our vendors, we have had to order AL425 meters to replace the R415 meters . The average cost of the AL425 meter is \$606.75. Also added \$50 for labor and equipment to set meter.
880 CFH		\$1,076.00			\$1,126.00	Added \$50 for labor and equipment to set meter.
1000 CFH		\$2,604.00			\$1,903.00	Due to inventory shortages with our vendors, we have had to order the D1000 meters to replace the Sonix 880 meters . The average cost of the D1000 meter is \$1,617.13. We will continue to order the Sonix 880 meters when they are available. We also have a rotary meter that is a RM 1000 meter with an average cost \$1853.29. We have started using the D1000 meter, instead of the RM 1000 for future meter sets, but for the RM 1000 meters already in service, we can only replace with another RM 1000. To cover the cost of the D1000 & the RM 1000, I'm proposing to change the fee to the average cost of the RM 1000. Also added \$50 for labor and equipment to set meter.
3000 CFH		\$2,758.00			\$2,150.00	\$2,090.47 is the average meter cost. Also added \$50 for labor and equipment to set the meter.
5000 CFH		\$2,954.00			\$2,750.00	\$2,699.71 is the average meter cost. Also added \$50 for labor and equipment to set the meter.
7000 CFH		\$3,596.00			\$3,290.00	\$3,242.91 is the average meter cost. Also added \$50 for labor and equipment to set the meter.



Gas Service

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
11000 CFH		\$4,360.00			\$3,850.00	\$3,803.53 is the average meter cost. Also added \$50 for labor and equipment to set the meter.
All Special Gas Services And Other Applications Not Covered Above	Actual cost					
Repair Service Damaged By Construction	Actual cost - \$500 minimum					

Fire Marshal

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Fire Sprinkler Installation	Permit fee	\$328.00				
	Per head	\$0.69				
Fire Sprinkler Modification	Up to 20 heads	\$132.00				
Fire Alarm Installation	Permit fee	\$328.00				
	Per head	\$0.69				
Fire Alarm Modification	Up to 10 devices	\$132.00				
Alternative Fire Protection System Installation		\$360.00				
			Third Party inspection for fire alarm, sprinklers, equipment, etc.	Actual Costs		
			Third Party plan review for fire protection systems with a valuation over \$500,000	Actual Costs		
Hood Suppression Systems (Installation)	Permit fee	\$196.00				
Above Ground Storage Tanks Installation	Permit fee	\$397.00				
Underground Storage Tanks Installation	Permit fee	\$397.00				
Standpipes Installation	Permit fee	\$132.00				
Paint/Spray Booth Installation		\$328.00				
Fire Apparatus Access Road Gate Installation		\$132.00				
Underground Fire Line Installation	Permit fee	\$300.00				
Underground Fuel Storage Tank Removal		\$328.00				
Working Without a Permit	Double the permit fee					
Re-inspection fee		\$84.00				
<b>State Licensed Facility Fees:</b>						
Daycare Facilities	Annually	\$100.00				
Nursing Homes	Annually	\$196.00				
Hospitals	Annually	\$265.00				
In-Home Facilities	Annually	\$63.00				
<b>Operational Permit Fees:</b>						

Fire Marshal

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Exhibits and Trade Shows	Per event	\$63.00				
Hazardous Materials	Annually	\$164.00				
Cutting and Welding	Per event	\$26.00				
Open Flames/Torches	Per event	\$26.00				
Hot Work Operations	Per event	\$26.00				
Carnivals and Fairs	Per event	\$60.00			\$63.00	Alignment with Exhibits and Trade Shows Fee
Explosives	Annually	\$196.00				
Fireworks Displays	Per event	\$164.00				
Liquid or Gas-Fueled Vehicles/Equipment in Buildings	Annually	\$53.00				
Repair Garages and Motor Fuel Dispensing Facilities	Annually	\$164.00				
Fumigation and Fogging	Per event	\$26.00				
Temporary Structures (Tents) Event	Per event	\$26.00	Tent Permit - Temporary Use <180 days			Clarification of fee name
			Tents and Modular Structure Permit - Use > 180 Days	Valid for 365 days	\$100.00	Split out new fee for over 180 days
Flammable and Combustible Storage	Annually	\$164.00				
Misc. Combustible Storage	Annually	\$164.00				
Amusement Buildings	Annually	\$164.00				
Storage of Scrap Tires	Annually	\$498.00				
Dry Cleaning Plants	Annually	\$53.00				
High-Piled Storage	Annually	\$84.00				
Compressed Gases	Annually	\$164.00				
Electrical Energy Storage Systems		\$159.00				
Emergency Responder Radio Communication System		\$265.00				

Liquor License & Permits

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Wine Retailer's on Premise	Per 2 years	\$175.00				
Malt Beverage Retailer's On Premise Permit	Per 2 years	\$150.00				
Wine & Malt Beverage Retailer's Off Premise	Per 2 years	\$60.00				
Malt Beverage Retailer's Off Premise Permit	Per 2 years	\$60.00				
Package Store	Per 2 years	\$500.00				
Local Distributor's Permit	Per 2 years	\$100.00				
Wine Only Package Store	Per 2 years	\$75.00				
Mixed Beverage (4th Year)	Per 2 years	\$750.00				
Brew Pub License	Per 2 years	\$500.00				

Library

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Out-of-County Library Card	Per household	\$20.00			\$25.00	CPI Adjustment
Overdue Books	Per day per book	\$0.25				
Overdue DVD's, CD's, Playaways	Per day per item	\$0.25				
Overdue Interlibrary Loan Material	Per day per item	\$0.25				
Overdue Devices	Per day per item	\$0.25				
Individual Deposit on Audio-Visual Equipment		\$100.00				
Lost Materials or Damaged Beyond Repair	Cost of replacement					
	Plus service fee for processing, cataloging and/or postage	\$5.00				
Interlibrary Loan Requests	Cost of return postage plus any fees set by lending library					
Replacement of Lost Card		\$1.00				
Copies and Computer Printouts (Including Wireless Access)	Black and white	\$0.25				
	Color	\$1.00				
Community Room Use (For-Profit Groups)	Per hour (minimum 2 hours)	\$53.00			\$55.00	CPI Adjustment
Community Room Use Security Deposit (For-profit and not-for-profit groups)		\$150.00				
Conference Room Use (For-Profit Groups)	Per hour	\$26.00			\$30.00	CPI Adjustment
Proctoring Fee	Students (primary, secondary, college)	\$10.00				
	Professionals	\$21.00			\$25.00	CPI Adjustment

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
<b>Contractor:</b>						
Contractor registration - New - (For Contractors not Required to Register With the State)		\$111.00			\$100 for Homestead Properties and \$150 for all others.	Cover vosts associated with review and approval
Contractor Registration - Annual Renewal		\$84.00			\$50 for Homestead Properties and \$100 for all others.	Cover vosts associated with review and approval
<b>Building:</b>						
New Construction Permit Fee (One-Two Family Dwelling)	Per sq. ft.	\$0.38				
New Construction Permit Fee Commercial/Other	Per sq. ft. for the first 5,000 sq. ft.	\$0.53				
	Additional per sq. ft. over 5,000	\$0.15				
Remodeling and Repair Permit Fee (One-Two Family Dwelling)	Per sq. ft.	\$0.53				
Remodeling and Repair Permit Fee (Other)	Each	\$26.00	Remodeling and Repair Permit Fee (Non-residential)			
	Per \$1,061.00 in construction value	\$5.00				clarification of fee name
Roof Permit Fee		\$111.00				
Fence or Wall Permit Fee	Residential	\$31.00			\$40	Current fee does not cover cost of staff time.
	Commercial	\$53.00			\$100	Current fee does not cover cost of staff time. Also includes retaining walls which require additional review.
Building Moving Permit Fee		\$84.00				
New Lawn Irrigation Permit Fee		\$26.00				
Demolition Permit Fee	Residential 1-2 family dwelling	\$53.00				

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
	Other than 1-2 family dwelling	\$106.00				
Flatwork		\$111.00				
Parking Lot Permit		\$222.00				
Swimming Pool Permit Fee	Application fee	\$31.00				
	Per \$1,000 in construction value	\$4.00				
Premature Work Charge (Starting Before a Permit Has Been Issued)	Of original permit fee	200%				
Residential/Commercial Sidewalk Inspection Fee		\$5.00				
Residential Driveway Approach Inspection Fee		\$10.00				
Commercial Parking Lot Inspection Fee		\$15.00				
Reinspection Fee		\$53.00			\$100	Current fee does not cover cost of staff time.
Permit Renewal Fee	Of original per fee	53%				
Plan Checking Fee - In House	In-house: % of permit fee Outsourced: Actual city cost	53%				
Valet Parking Permit Fee		\$53.00				
Valet Parking Permit Annual Renewal Fee		\$26.00				
<b>Electrical:</b>						
Residential Permit Application Fee		\$31.00				
Commercial Permit Application Fee		\$42.00				
Furnace Units Permit Fee	each	\$10.00				

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
A/C Units Permit Fee	each	\$10.00				
Meter Loop Permit Fee	each	\$10.00				
Service Permit	each	\$26.00				
Outlet or Light Fixture Permit Fee	each	\$1.00				
Appliance Permit Fee	each	\$2.25				
Motor Permit Fee	each	\$8.00				
Solar Panel Fee	each	\$79.00				
Cell or Antenna Tower Fee	each	\$26.00				
Minimum Permit Fee	each	\$21.00				
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%				
Reinspection Fee		\$53.00				
Permit Renewal Fee	% of original permit fee	53%				

**Heating, Ventilation and Air Conditioning:**

Residential Permit Application Fee		\$31.00				
Commercial Permit Application Fee	Per floor	\$42.00				
Heating or Air Conditioning Permit Fee	Per unit	\$24.00				
Refrigeration Permit Fee (Commercial)	Per unit	\$47.00				
Local Vent Outlet Permit Fee	Each	\$2.00				



CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Minimum Permit Fee		\$21.00				
Premature Work Charge (Starting Before a Permit has Been Issued)	% of original permit fee	212%				
Reinspection Fee		\$53.00				
Permit Renewal Fee	% of original permit fee	53%			50%	
<b>Plumbing and Gas:</b>						
Permit Application Fee		\$31.00				
Commercial Permit Application Fee	Per floor	\$42.00				
House Sewer (New or Repair)	Per 100 feet	\$10.00				
Gas Piping	Per outlet	\$3.50				
Fixture or Outlet Permit Fee	Each	\$3.75				
Mercury Gas Test Permit Fee	Each	\$10.00			\$25 plus plumbing permit fee	Cost recovery
Grease Trap Permit Fee	Each	\$26.00				
Water Piping (New or Repair) Permit Fee	Per 100 feet	\$10.00				
Irrigation System Permit Fee	Per head	\$1.50				
Vacuum Breakers or Backflow Preventers Permit Fee	Each	\$5.00				
Drip Irrigation System Permit Fee	Residential	\$37.00				
	Commercial	\$42.00				
Floor/Mop Sink/Fountain Permit Fee		\$5.00				

Permitting & Code Compliance

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Minimum Permit Fee		\$21.00				
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	200%				
Reinspection Fee		\$53.00				
Permit Renewal Fee	% of original permit fee	50%				

**Signs:**

Permit Application Fee		\$31.00			\$100	Current fee does not cover cost of staff time.
Commercial Advertising Sign Permit Fee	Per sq. ft. of sign face	\$2.25				
Premature Work Charge (Starting Before a Permit Has Been Issued)	% of original permit fee	212%				
Reinspection Fee		\$53.00			\$100	Current fee does not cover cost of staff time.
Permit Renewal Fee	% of original permit fee	53%				
Variance		\$127.00			\$500	Current fee does not cover cost of staff time.
Banner Permit		\$21.00			\$50	Current fee does not cover cost of staff time.
Same Day Inspection Fee		\$50.00			\$150	Current fee does not cover cost of staff time.
After Hours Inspection Fee	Per hour, 2 hour minimum	\$75.00			\$150	Current fee does not cover cost of staff time.
			T-Pole (in addition to meter loop)		\$50	Do not have a current fee
			Certificate of Occupancy not associated with a permit		\$250	Do not have a current fee

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
			Extension of permit	% of Permit Fee	50%	Do not have a current fee
			Plan review of onsite horizontal improvements	Actual Costs		Do not have a current fee
			Inspection of onsite horizontal improvements	Actual Costs		Do not have a current fee
			Site Development Permit Fee	Per acre or per lot, whichever is greater	\$1,100	Do not have a current fee
					\$30	Do not have a current fee

Parks & Recreation

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Daily Pool Admission Fee	City resident	\$4.00				
	Non-resident	\$5.00				
Pool Season Pass	City resident - for 25 pass punch card	\$75.00				
	Non-resident - for 25 pass punch card	\$100.00				
Swimming Lessons	City resident - per session	\$60.00				
	Non-resident - per session	\$75.00				
Private Pool Parties (Under 50 Attendees)	City resident	\$350.00				
	Non-resident No refunds for cancellation unless due to bad weather.	\$400.00				
Private Pool Parties (Over 50 Attendees)	City resident	\$425.00	Private Pool Parties (50-99 attendees) (100-149 attendees) (150-199 attendees) (200+ attendees)	City resident	425 (475) (525) (575)	To prioritize the safety of our attendees and lifeguards, we have implemented a new policy that increases the number of lifeguards based on the number of attendees. This proactive measure ensures a safer environment for everyone. Previously, we did not have a structured protocol for private parties.
	Non-resident No refunds for cancellation unless due to bad weather.	\$475.00		Non-resident No refunds for cancellation unless due to bad weather.	475 (525) (575) (625)	
Day Time Pool Party	For 25 people max 2 hours	\$125.00				
Disc Golf Tournament Fee	Per participant	\$5.00				
	Minimum per tournament)	\$50.00				
Special Event Permit Fee Non-Refundable Administrative Fee	Class A event: single day event with attendance estimated less than 500	\$50.00				
	Class B event: multiple day event or event with attendance estimated between 500 and 1,000	\$210.00				
	Class C event: event with attendance estimated at more than 1,000 people	\$315.00				
	Class D event: parade or street closure - requires a \$1,000 refundable damage deposit	\$525.00				
Park Maintenance Fee	Per man hour	\$50.00				
	Per participant	\$5.00				
	Per participant for charitable non-profits	\$2.50				

Parks & Recreation

Athletic Special Event Fee	Additional fee per participant if using City Lake Park during peak season. Fee is charged if utilizing city facilities for triathlons, runs, etc. Other park fees may apply. Events at lake will require the pavilion be rented as well.	\$10.00				
Special Events Deposit	Per event (includes all city facilities and property)	\$310.00				
Northrup Park Pavilion Daily Rental	Weekdays city resident - per day	\$50.00				
	Weekdays non-resident - per day	\$65.00				
	Weekends city resident - per day	\$150.00				
	Weekends non-resident - per day	\$175.00				
	Cancellation fee - less than 2 weeks - damage deposit fee refundable only					
	No shows/no refund \$200 refundable damage deposit required					
Northrup Park Pavilion Hourly Rental	City residents - per hour - max of 2 hours in a 24-hour period	\$20.00				Proposing 3 hours max because there is not much time left after a practice for another team. We are hindering ourselves.
	Non-residents - per hour - max of 2 hours in a 24-hour period	\$25.00				
Volleyball Court Reservation	Per court for 2 hours	\$25.00				
	Per court for full day (must reserve all three courts)	\$50.00	Volleyball Court Reservation	Full day rental (includes all three courts)	\$150.00	Clarifying the unit
Northrup Athletic Park Tournament/Camp Rental	Per field per day	\$150.00				
	Per field deposit to reserve	\$50.00				
	Refundable damage deposit	\$100.00				
	Full complex rental on first day	\$2,200.00				
	Rental for second day - required if renter plans to charge a gate fee	\$1,800.00				
Park Vendor Permit	City resident - per participant	\$10.00				
	Non-resident - per participant	\$50.00				
Non-City Sponsored Athletic League Facility Use Fee	City resident - per participant	\$10.00				
	Non-resident - per participant	\$50.00				

Parks & Recreation

Sports Field Rental	City resident - per field per hour. Max of 2 hours per 24 hour period	\$20.00			
	Non-resident - per field per hour. Max of 2 hours per 24 hour period	\$40.00			
	Refunds - only when the city closes the fields				
Veterans Park User/Maintenance Fee	Special use of this park must be approved by the City Manager or his designee through the Park and Recreation Office				
Boerne City Lake Access	Weekday parking pass: city resident	Free			
	Weekday parking pass: non-resident	\$10.00			
	Weekend parking pass: city resident	Free			
	Weekend parking pass: non-resident	\$15.00			
	Holiday parking pass: city resident	Free			
	Holiday parking pass: non-resident	\$20.00			
	Season pass: city resident	Free up to 2 vehicles, \$25.00 per additional vehicle			
	Season pass: non-resident	\$125.00, \$25.00 per additional vehicle			
Boerne City Lake Access Senior Citizens (65 And Over) Military - Active And Retired/ Disabled Citizens	Daily parking pass - any day	\$5.00			
	Season pass	\$75.00			
	Per additional pass	\$25.00			
Boerne City Lake Access - Disabled Veterans	Free entry for 60% or more disabled veterans				
Boerne City Lake Park Group Pavilion Rental	Daily rental - weekday Monday - Thursday	\$100.00			
	Refundable damage deposit fee	\$100.00			
	Daily rental - weekend - Friday - Sunday	\$250.00			
	Refundable damage deposit fee	\$200.00			
	Holiday	\$500.00			
	Refundable damage deposit fee	\$500.00			
	All non-residents will be charged a gate fee				
	Cancellation fee: less than 2 weeks prior to event	damage deposit fee refundable only			
	No shows/no refund	damage deposit required			

Parks & Recreation

Main Plaza & City Parking Lots	Weekday rental - city resident	\$200.00			
	Weekday rental - non-resident	\$250.00			
	Weekend rental - city resident	\$350.00			
	Weekend rental - non-resident	\$500.00			
	Additional charge of \$25.00 per vendor when applicable Fees are discounted by 50% for charitable non-profit organizations. (IRS Determination Letter must be provided.) In addition to current fee Main Plaza Special Event Damage Deposit Fees - \$1000.00. Cancellation Fee: Less than 2 weeks prior to event- damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.				
City Parks-Deposit For Short Term License Agreement		\$1,040.00			
City Parks-License Fee For Uses Requiring A Short Term Lease Agreement	Per day	\$1,040.00			
Public Film Permit	Per day	\$50.00			
Public Film Project Expenses	Fees will be established for each filming project based on the costs associated with the project				
Athletic & Recreational Programs	Fees will be established for each program based on the costs associated with the program				
Water Works Terrace - With Main Plaza Rental	Weekday - city resident	\$25.00			
Water Works Terrace - With Main Plaza Rental	Weekend - city resident	\$50.00			
Water Works Terrace - With Main Plaza Rental	Weekday - non-resident	\$50.00			
Water Works Terrace - With Main Plaza Rental	Weekend - non-resident	\$75.00			
Water Works Terrace - Without Main Plaza Rental	Weekday - city resident	\$50.00			
Water Works Terrace - Without Main Plaza Rental	Weekend - city resident	\$75.00			
Water Works Terrace - Without Main Plaza Rental	Weekday - non-resident	\$75.00			
Water Works Terrace - Without Main Plaza Rental	Weekend - non-resident	\$100.00			
Water Works Terrace	Cancellation fee - less than 2 weeks prior to event	damage deposit fee refundable only			
Water Works Terrace	No shows	no refund			
City Park Tournament/ Camp Field Rental	Per field per day	\$150.00			
	Set fee per field	\$200.00			
	Refundable security deposit per field	\$50.00			

Parks & Recreation

	Cancellation Fee: Less than 2 weeks - damage deposit fee refundable only. No shows/no refund. Refundable damage deposit required.				
Amphitheater	Weekday rental - resident	\$210.00			
	Weekday rental - non-resident	\$315.00			
	Weekend rental - resident	\$420.00			
	Weekend rental - non-resident	\$525.00			
	Additional charge per vendor when applicable	\$10.00			
	Fees are discounted by 50% for charitable non-profit organizations (IRS Determination Letter must be provided)				
	In addition to current fee Special Event Damage Deposit Fees: 1 to 100 participants - \$210 deposit. 101 to 500 participants - \$315 deposit. Cancellation Fee: 2 weeks prior to rental - \$25 admin. fee Less than 2 weeks - 25% of rental plus \$25 administrative fee. No shows/ no refund.				
Amphitheater Stage Lighting		\$155.00			
	Plus per hour labor fee	\$50.00			



Planning & Development

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Re-Zoning Application Fee		\$716.00			\$1,000	Current fee does not cover cost of advertisements and staff time. Proposed fee is in line with other cities in the area.
Special Use Permit		\$551.00	New Special Use Permit / Special Use Permit Extension / Special Use Permit Major Amendment / Special Use Permit Minor Amendment		\$1000 (new) / \$500 (extension) / \$1000 (major amendment) / \$100 (minor amendment)	Current fee does not cover cost of advertisements and staff. Proposed fees are in line with other cities in the area. No current fee for extensions, major amendments, or minor amendments
Subdivision Ordinance Variance Application Fee	First request	\$387.00	Each Subdivision Ordinance Variance		\$500	Current fee does not cover cost of advertisements and staff time. Simplify structure to a flat fee, simpler for customer, administering, and SmartGov
	Additional requests for the same property heard at the same meeting	\$111.00				
Subdivision Plat Filing Or Replat Fees	Per plat plus	\$716.00	Subdivision/Replat application fee	Per plat plus	\$741	Adjusted for CPI
	Per lot	\$111.00		Per lot	\$115	Adjusted for CPI
Vacate Plat Filing Fees		\$387.00	Plat Vacation Application Fee		\$401	Adjusted for CPI
Amending Subdivision Plat Filing Fee (Administratively Approved)		\$387.00	Amending Subdivision Plat Application Fee		\$500	Current fee does not cover cost of staff time. Proposed fee is in line with other cities in the area.
Minor Development Plat Filing Fee		\$387.00	Minor Development Plat Application		\$400	Current fee does not cover cost of staff time. Proposed fee is lower other cities in the area.
Major Development Plat Filing Fees	Per plat plus	\$716.00	Major Development Plat Application	Per plat plus	\$741	Adjusted for CPI

Planning & Development

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
	Per acre	\$53.00		Per lot	\$55	Adjusted for CPI
Tree Preservation Review And Inspection	Actual cost of consultant					
Tree Removal		\$164.00				
Mitigation For Tree Removal	Standard tree in TC	\$50.00				
	Legacy tree in TC	\$105.00				
	Heritage tree in TC	\$210.00				
Mitigation For Tree Removal Within A Drainage Protection Zone	Standard tree in TC	\$105.00				
	Legacy tree in TC	\$210.00				
	Heritage tree in TC	\$305.00				
Tree Removal Violation Or Tree Mortality Violation	P/circumference inch or replacement - no more than \$1,000.00 p/day	\$250.00				
Kendall County Recording Fees	Actual cost as determined by the County Clerk's Fee Schedule currently in effect					
Land Study		\$551.00	Land Study		\$570	Adjusted for CPI
Master Development Plan (Mdp) Review		\$2,206.00	Master Development Plan (MDP)	Base Fee Plus	\$2,281	Adjusted for CPI
	Per acre (max \$5,000)	\$111.00		Per acre	\$115	Adjusted for CPI
Master Development Plan (Mdp) Major Amendment		\$1,103.00	Master Development Plan (MDP) Major Amendment		\$1,141	Adjusted for CPI
Master Development Plan (Mdp) Minor Amendment		\$551.00	Master Development Plan (MDP) Minor Amendment		\$570	Adjusted for CPI
Cluster Development District (Cdd)		\$663.00	Cluster Development District (CDD)		\$1,000	Current fee does not cover cost of advertisements and staff time. Proposed fee is lower then other other cities in the area.

Planning & Development

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Planned Development District (Pdd) Review		\$663.00	Planned Development District (PDD)		\$1,000	Current fee does not cover cost of advertisements and staff time. Proposed fee is lower then other other cities in the area.
Planned Unit Development (Pud) Review Fees		\$440.00	Planned Unit Development (PUD)		\$1,000	Current fee does not cover cost of advertisements and staff time. Proposed fee is lower then other other cities in the area.
Planned Unit Development Or Planned Development District (Pdd/Pud) Budget Review	Actual cost of consultant					
Certificate Of Approval (Submittal To Design Review Cte)		\$222.00	Certificate of Approval (Submittal to Design Review Committee)		\$230	Adjusted for CPI
Certificate Of Approval (Submittal To Design Review Cte)		\$222.00	Sign Variance (Design Review Committee)		\$500	Current fee does not cover cost of staff time. Proposed fee is in line with other cities in the area.
Administrative/Land Use Determination		\$551.00	Administrative/Land Use Determination		\$570	Adjusted for CPI
Historic Landmark Commission Processing Fee		\$164.00	Sign Certificate of Appropriatness / All other Certificates of Appropriatness		\$150 (sign) / \$250 (other)	Sign COA applications are frequently necessary and require less staff time then other COAs. Other COAs (demolitions, landmarks, etc.) require advertising and increased review and coordination. This shift is a more equitable distribution of cost.
Vested Rights Determination	Per lot for homestead property	\$1,103.00	Vested Rights Determination	Per lot for homestead property	\$1,141	Adjusted for CPI
	+ attorney fees for multiple lot/residential subdivision, multifamily or commercial properties	\$2,758.00		plus attorney fees for multiple lot/residential subdivision, multifamily or commercial properties	\$2,852	Adjusted for CPI
Plat Expiration Extension		\$1,103.00	Plat Expiration Extension		\$1,141	Adjusted for CPI
Park Land Dedication	As determined by the UDC regulations					

Planning & Development

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Annexation Petition By Property Owner		\$551.00	Annexation Petition by Property Owner		\$700	Current fee does not cover cost of advertisements and staff time. Proposed fee is in line with other cities in the area.
Zoning Verification Letter		\$31.00	Zoning Verification Letter		\$100	Current fee does not cover cost of staff time. Proposed fee is in line with other cities in the area.
Plat Waiver		\$551.00				
Thoroughfare Plan Amendment	+ \$ assessed value per acre	\$551.00	Thoroughfare Plan Amendment		\$1,000	Current fee does not cover cost of advertisements and staff time.
Master Sign Agreement	plus recording fees	\$250.00				
Short-Term Rental Permit Fee		\$200.00				
Short-Term Rental Inspection Fee		\$100.00				
			Development Agreement Fee		\$2,500 Plus \$200/acre, Max \$7,500 plus attorney fee	Currently, staff spend a considerable amount of time on the planning/approval process that isn't captured.
			Development Agreement Amendment		\$2,000 plus \$100/acre, max \$5000, plus attorney fees	Currently, staff spend a considerable amount of time on the planning/approval process that isn't captured.
			Incentive Agreement		\$9,300 plus attorney fees	Currently, staff spend a considerable amount of time on the planning/approval process that isn't captured.
			Low Income Housing Tax Credit (LIHTC) Project (Consideration)		\$1000 plus \$100/acre, max \$5000	No current fee.
			Vested Rights Appeal	Each appeal	\$1,000 plus attorney fee	No current fee to capture the considerable amount of staff time.
			All Appeals of Board or Committee Decisions (not specified elsewhere)	Each	500	No current fee to capture the considerable amount of staff time or advertising. (P&Z, HLDC, DRC)
			All Administrative Appeals (not specified elsewhere)		500	No current fee to capture the considerable amount of staff time or advertising. (P&Z, HLDC, DRC)

Public Records & Documents

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Copies - 50 Pages Or Less	Per page	\$0.10				
Copies - More Than 50 Pages Or If Information Requested Is Located In More Than One Building Or In A Remote Storage Facility	Actual copy charge plus personnel per hour	\$15.00				
	Overhead of personnel charge	20%				
Printed Copies - Large Format - Black & White 18" X 24" 24" X 36" 30" X 42"	Actual cost					
Printed Copies - Large Format - Color 18" X 24" 24" X 36" 30" X 42"	Actual cost					
Scanning - Large Format	Actual cost					
Non-Standard Size Copies	DVD	\$1.00				
	USB drive	\$1.00				
Computer Resource Charges	PC or LAN - per hour	\$2.00	Computer Resource Charges	Programming time - per hour	\$28.50	PIA states the maximum that can be charged is \$28.50/hr
	Programming time - per hour	\$31.00				
Postage and Shipping	Actual cost					
Administering an Oath		\$5.00				
Certify A Document	Per certification	\$2.00				

Utilities

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Garbage Billing/Collection Fee	Per customer per month	\$1.00			0	
Garbage - Brush Collection - Monthly Fee	Per customer per month	\$1.00				
Garbage - Brush Collection - Additional Pick-up Active Account Only	Per pick-up	\$26.00	GARBAGE/BRUSH COLLECTION- ADDITIONAL PICK- UP FOR ACTIVE ACCOUNTS ONLY	PER PICK-UP	\$30.00	COVERS INCREASED FEES FOR WASTE MANAGEMENT AND SERVICE COST
Garbage - Brush Collection - Special Requests: Owner Accounts With Tenant, Commercial Accounts, Non-active Accounts (Property Owner Does Not Have Active Residential Utility Account)	Per pick-up	\$26.00				
Processing Fee: Disconnect - Reconnect at Customers Request	Regular hours	\$58.00				
	After hours	\$116.00				
Reread Fee / Additional Water Profile Fee	Charge after 2nd re-read in a 12 month period if no errors found	\$21.00				
	Charge after 2nd Water Profile in a 12 month period	\$21.00				
Return Check, ACH, Credit Card and/or Credit Card Draft (CCD)	Per occurrence	\$37.00	RETURN CHECK, ACH, CREDIT CARD AND/OR CREDIT CARD DRAFT (CCD)	Per Occurrence	\$38.00	REFLECTS FEE INCREASES FROM BANK PLUS CPI
Account Activation Fee	Per account	\$19.00				
Transfer Fee	Per occurrence	\$19.00				
Miscellaneous Fee	Normal hours	\$19.00				
	After hours	\$37.00				
Meter Test Fee (One Free Test Per Four Years, Thereafter, Fee Charged if Meter is Valid)	Actual cost past through					
Meter Tamper	Per occurrence	\$200.00				
	Associated additional cost passed through					
Overhead Banners on Main Street	Per application	\$159.00			\$350.00	Labor and equipment to hang and take down banner.
Distributed Generation Application Fee	Per application	\$551.00				

Water Connection & Service

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
New Tap And 3/4 Inch Service	Plus the actual cost of pipe	\$424.00			\$524.00	Average cost to install a water service is \$1,200.
New Tap And 1 Inch Service	Plus the actual cost of pipe	\$472.00			\$572.00	Average cost to install a water service is \$1,200.
New Tap And 1 1/2 Inch Service	Plus the actual cost of pipe	\$509.00			\$609.00	Average cost to install a water service is \$1,200.
New Tap And 2 Inch Service	Plus the actual cost of pipe	\$578.00			\$678.00	Average cost to install a water service is \$1,200.
New Tap And 3 Inch Service	Plus the actual cost of pipe	\$1,411.00				Average cost to install a water service is \$1,200.
New Tap And 4 Inch Service	Plus the actual cost of pipe	\$1,464.00				Average cost to install a water service is \$1,200.
Meter Charges And New Meter Added To Existing Services. Meter Size:						
5/8 X 3/4 Inch Non-Turbine		\$169.00			\$219.00	Added \$50 for labor and equipment to set the meter.
3/4" Combined Fire Flow Meter		\$503.00				
Multiple Meters 5/8 X 3/4 Inch ( 3 Minimum)	Per meter	\$137.00			\$187.00	Added \$50 for labor and equipment to set the meter.
3/4 Inch Non-Turbine		\$201.00			\$251.00	Added \$50 for labor and equipment to set the meter.
1 Inch Non-Turbine		\$307.00			\$436.00	Average meter cost is \$386.78 and added \$50 for labor and equipment to set the meter.
1 1/2 Inch Non-Turbine		\$750.00			\$800.00	Added \$50 for labor and equipment to set the meter.
2 Inch Compound		\$2,500.00			\$2,550.00	Added \$50 for labor and equipment to set the meter.
3 Inch Compound		\$3,750.00			\$3,800.00	Added \$50 for labor and equipment to set the meter.
4 Inch Compound		\$4,975.00			\$5,025.00	Added \$50 for labor and equipment to set the meter.
6 Inch Compound		\$6,175.00			\$6,225.00	Added \$50 for labor and equipment to set the meter.
All Special Water Services And Special Applications Not Covered Above	Actual cost					
Backflow Prevention Annual Tester Registration	Per tester (non-refundable)	\$53.00				
Bulk Potable Water Meter Deposit	For contractors	\$716.00				

Water Connection & Service

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Bulk Potable Water Meter Rental Fee	Per day	\$7.00				
Bulk Potable Water Consumption	Per 1,000 gals	\$5.50				
Bulk Reclaimed Water For Construction	Per 1,000 gals	\$5.00				
	Deposit per account required	\$265.00				
Repair Service Damaged By Construction	Actual cost - \$500 minimum					
All Special Water Services And Special Applications Not Covered Above	Actual cost					



Sewer Service


CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Sewer Tap And 6 Inch Service	Plus the actual cost of pipe	\$350.00			\$550.00	Average cost to install a new sewer service is around \$2,700
Sewer Tap And 8 Inch Service	Plus the actual cost of pipe	\$477.00			\$677.00	Average cost to install a new sewer service is around \$2,700
Repair Service Damaged By Construction	Actual cost - \$500 minimum					
All Special Sewer Services And Special Applications Not Covered Above	Actual cost					

Zoning Board

CURRENT			Proposed Changes and Additions			
Description	Unit	Fee	Description	Unit	Fee	Justification
Application Fee for Variance or Appeal to Decision of Administrative Official	First request	\$275.00	Application Fee for Variance or Appeal to Decision of Administrative Official	Each request	\$500	Current fee does not cover cost of advertisements and staff time. Simplify structure to a flat fee, simpler for customer, administering, and SmartGov.
	Additional requests for the same property heard at the same meeting	\$84.00				



## AGENDA ITEM SUMMARY

	<b>AGENDA ITEM SUMMARY</b>		
<b>Agenda Date</b>	September 24, 2024		
<b>Requested Action</b>	APPROVE ON SECOND READING ORDINANCE NO. 2024-19; AN ORDINANCE AMENDING ORDINANCE NO. 2023-25, CAPTIONED “AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE, AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF.” (AMEND BUDGET FOR FISCAL YEAR 2023-24)		
<b>Contact Person</b>	Sarah Buckelew, Finance Director		
<b>Background Information</b>	<p>The Fiscal Year 2023-24 Budget was adopted on September 12, 2023, in accordance with Texas Local Government Code and Property Tax Code.</p> <p>These budget amendments are being proposed to facilitate an efficient year-end close process, by obtaining Mayor and council assignment of preliminary fund balance close outs. Current practice is to assign any residual year-end surpluses to capital project funds.</p> <p>Per GASB 54, only the governing body of a municipality may make assignments of fund balance for specific purpose, therefore, these budget amendments and council directives to assign surplus fund balance for future capital expenditures must be made annually.</p>		
<b>Item Justification</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Legal/Regulatory Obligation  <input type="checkbox"/> Reduce Costs  <input type="checkbox"/> Increase Revenue  <input type="checkbox"/> Mitigate Risk  <input type="checkbox"/> Master Plan Recommendation         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment  <input type="checkbox"/> Customer Pull  <input type="checkbox"/> Service Enhancement  <input type="checkbox"/> Process Efficiency  <input type="checkbox"/> Other:         </td> </tr> </table>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:		
<b>Strategic Alignment</b> <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	F1: Committing to strategic, responsible, and conservative financial management.		
<b>Financial Considerations</b>	N/A		

<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Ordinance No. 2024-19

**ORDINANCE NO. 2024-19**

**AN ORDINANCE AMENDING ORDINANCE NO. 2023-25, CAPTIONED “AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BOERNE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH CHAPTER 102, LOCAL GOVERNMENT CODE; AND APPROPRIATING THE VARIOUS AMOUNTS THEREOF”**

**WHEREAS**, in September 2023, the City Council adopted the City of Boerne’s Fiscal Year 2023-2024 Annual Capital and Operating Budget for the period commencing October 1, 2023, and ending September 30, 2024 (“the Budget”), by Ordinance No. 2023-25; and

**WHEREAS**, Section 6.04 of the Boerne City Charter allows amendments after the adoption of the budget for the purpose of supplemental appropriations of excess revenues, emergency appropriations where life, health, property or the public peace are affected by a public emergency, reduction of appropriations, or transfer of unencumbered appropriations; and

**WHEREAS**, pursuant to GASB 54 and section XII (4) of the City’s Financial Management Policy assigned fund balance includes the portion of net resources for which an intended use has been established by the City Council or the City Official authorized to do so by the City Council; and

**WHEREAS**, since the adoption of the Budget, it has become necessary to transfer unencumbered funds as reflected in the attached Budget Adjustments; and

**WHEREAS**, City Council now finds it necessary to amend the Budget and Ordinance No. 2023-25 in order to correctly reflect each of these Budget Adjustments;

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

**SECTION 1.** The City of Boerne Fiscal Year 2023-2024 Annual Budget for the fiscal year commencing October 1, 2023, and ending September 30, 2024, and its adopting Ordinance, No. 2023-25, are hereby amended to incorporate the Budget Adjustments attached hereto and incorporated herein as Attachment I.

**SECTION 2.** All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this ordinance are hereby repealed, and are no longer of any force and effect.

**SECTION 4.** The City Manager shall cause the 2023-2024 budget documents to be revised in accordance with this ordinance, and shall file such documents with the City Secretary.

**SECTION 5.** This ordinance will take effect upon the second and final reading of same.

PASSED AND APPROVED on this the first reading the 10 day of September, 2024.

PASSED, APPROVED AND ADOPTED on this the second reading the \_\_\_\_ day of September, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## ATTACHMENT I

### CITY OF BOERNE BUDGET ADJUSTMENT SUMMARY FISCAL YEAR 2023-24

#### Revenue Increases

<u>Fund</u>	<u>Account</u>	
General Fund	Ad Valorem Taxes	130,000
General Fund	Sales and Use Tax	900,000
General Fund	Permits	400,000
General Fund	Engineering Review Fees	250,000
General Fund	Interest	660,000
General Fund	Proceeds from sale of property/equipment	2,337,266
		<i>Remaining Unallocated Surplus*</i>
		<u>\$ 4,677,266</u>

#### Increases in Expenditures

<u>Fund</u>	<u>Account</u>	
Governmental Capital Fund	Assigned Fund Balance - for future capital improvement projects	2,340,000
General Fund	Assigned Fund Balance- for reduction of future debt service or capital improvement projects	\$ 2,337,266
		<i>Remaining Unallocated Surplus*</i>
		<u>\$ 4,677,266</u>

*\*Remaining unallocated surplus will be determined after all final closing entries, audit adjustments, and other Council-directed fund balance designations have been completed.*

#### Year-End Closeout Direction

*Revenue funds shall be allocated in the following order:*

- 1) Any statutorily restricted, assigned, or nonspendable amounts
- 2) The amount necessary to fulfill the Fund's operative reserve requirement per the City's Fund Balance Policy.
- 3) Any remaining amount (if applicable), designated for future capital projects



## AGENDA ITEM SUMMARY

	<b>AGENDA ITEM SUMMARY</b>
<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE ORDINANCE NO. 2024-20; AN ORDINANCE AMENDING ORDINANCE NO. 2024-17, CAPTIONED “AN ORDINANCE SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2025 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE” AND SETTING THE AD VALOREM PROPERTY TAX RATE FOR THE 2024 TAX YEAR AT 47.16 CENTS PER EACH \$100 OF TAXABLE VALUE
<b>Contact Person</b>	Lori A. Carroll, City Secretary
<b>Background Information</b>	City Council approved Ordinance No. 2024-17 on September 10, 2024. Although the motion to approve the ordinance was correct, the caption on the ordinance stated the incorrect year 2025 and should be year 2024. This ordinance corrects the legal document.
<b>Item Justification</b>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b>	
<b>Financial Considerations</b>	
<b>Citizen Input/Board Review</b>	
<b>Legal Review</b>	City Attorney reviewed the ordinance.



<b>Alternative Options</b>	
<b>Supporting Documents</b>	Ordinance No. 2024-20

**ORDINANCE NO. 2024-20**

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

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

**WHEREAS**, all notices of public meeting was held on September 10, 2024, as required by law as a prerequisite to the passage, approval, and adoption of said tax rate ordinance have been timely and properly given and held;

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

Section 1. The City Council levies, approves, and orders to be assessed and collected for Fiscal Year 2024-2025 on all property in the corporate limits of the City of Boerne that is not exempt from taxation, a property (ad valorem) tax at the rate of 47.16 cents per \$100 of taxable value and shall be apportioned and distributed as follows:

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

Section 2. This tax rate will raise more taxes for maintenance and operations than last year’s tax rate. The tax rate will effectively be decreased by 0.8 percent and will decrease taxes for maintenance and operations on a \$100,000 home by approximately \$5.00.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED, APPROVED AND ADOPTED on this the \_\_\_ day of September, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R73; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, INC. (SCPDC) THROUGH ITS AGENT, THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR THE LICENSING OF THE MYGOVERNMENTONLINE SOFTWARE FOR AN AMOUNT NOT TO EXCEED \$13,548.00 ANNUALLY. <i>(Development Review software for Permitting, Planning, Code Enforcement and GIS Integration)</i>
<b>Contact Person</b>	Nathan Crane, AICP Planning Director (830) 248-1521; <a href="mailto:ncrane@boerne-tx.gov">ncrane@boerne-tx.gov</a>
<b>Background Information</b>	<p>The city is currently using SmartGov Permitting and Licensing Software. We began using the software in fall of 2022. The complete transition was made on January 1, 2023. The annual fee for this software is \$25,000.</p> <p>Since implementation, SmartGov has been a constant source of frustration for applicants and staff. Staff has held three roundtable meetings with the development community since the spring of 2023. The latest meeting was held in August 2024. At each of these meetings, attendees expressed frustration with the software.</p> <p>Based on the complaints from internal and external customers, in March 2024, staff prepared an analysis of the flaws with SmartGov to determine if these issues could be fixed by using a different software program. These include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Reviews are not sequential meaning someone can do a full technical review before the completeness review. While this can be easily fixed by reviewers doing things in the appropriate order, it isn't happening despite constant communication. When this happens, the permit freezes and must be reset.</li> </ul>

- Inspections are not sequential/don't have prerequisites. For example, someone can request a final inspection for a project without the plumbing inspection being completed.
- Permits can be submitted without the appropriate documentation and fees.
- Customers have difficulty navigating the system. As a result, it is easier for staff than the applicant to upload plans. This requires additional staff time to upload documents and provide review comments.
- The company policy of prioritizing system "fixes" based on the number of complaints in the system is counterproductive.
- Staff has experienced a lack of communication and follow through from SmartGov. We have had workorder tickets that were unexplainably "lost" resulting in no solution for the documented issue.
- When a permit is uploaded via the customer portal, reviewers have immediate access to start reviewing it. If they do this prior to the documents being accepted the status of documents will "glitch" and lock the permit.

In conclusion, SmartGov was intended to improve communication and simplify the development process, but it has resulted in additional time to locate permits, documents, Bluebeam sessions, confused the process (externally and internally), and has led to more hands-on coordination rather than less.

As a result, staff began analyzing different software vendors in March 2024. The top three vendors utilized throughout the state were identified as: Energov, MyGovernmentOnline, and Cityworks. Representatives from Permitting, IT, Planning, and Engineering and Mobility interviewed the three companies. Staff also met with other cities that use the software. Staff concluded that MyGovernmentOnline was the best option for Boerne. Features of the software include:

- A mobile-based system that allows staff and citizens to communicate effectively.
- A Planning and Zoning module that is designed to address planning applications (plats, rezoning, special use permits, etc.).
- Resubmittal Tracking
- Custom Tailored Applications
- Analysis of Key Performance Indicators
- Sequential Permitting and Inspections
- Customizable Reports

	<p>Additional information about the software can be found here:  <a href="https://www.mgoconnect.org/auth/products">https://www.mgoconnect.org/auth/products</a></p> <p>The MyGovernmentOnline modules that we are proposing to purchase are: Permitting, Planning and Zoning, Code Enforcement and GIS Integration. The goal is to have the Permitting module live in April 2025 with the other modules following monthly.</p> <p>The annual cost for these modules is \$13,548.00. The fees are prorated based on when each module goes live, therefore the estimated cost for FY2025 is \$5,586. However, we anticipate implementation and training costs to be approximately \$6,000. As a result, the total costs for FY25 will not exceed \$13,548.00.</p> <p><b>RECOMMENDATION:</b></p> <p>Staff recommends that the City Council approve the interlocal agreement to implement the MyGovernmentOnline software solution.</p> <p><b>MOTIONS FOR CONSIDERATION:</b></p> <p>The following motions are provided to assist the Council’s decision and motion.</p> <ul style="list-style-type: none"> <li>- I move that the City Council <b>APPROVE</b> Resolution #2024-R73, an interlocal agreement with the South Central Planning and Development Commission, Inc. (SCPDC) through its agent, the Capital Area Council of Governments (CAPCOG) for the licensing of the MyGovernmentOnline software.</li> <li>- I move that the City Council <b>DENY</b> the proposed resolution, based on the following findings: (The Council will need to state the reasons for the denial).</li> </ul>												
	<table border="0"> <tr> <td><input type="checkbox"/> Legal/Regulatory Obligation</td> <td><input type="checkbox"/> Infrastructure Investment</td> </tr> <tr> <td><input checked="" type="checkbox"/> Reduce Costs</td> <td><input checked="" type="checkbox"/> Customer Demand</td> </tr> <tr> <td><input type="checkbox"/> Increase Revenue</td> <td><input checked="" type="checkbox"/> Service Enhancement</td> </tr> <tr> <td><input type="checkbox"/> Drive Down Risk</td> <td><input checked="" type="checkbox"/> Process Efficiency</td> </tr> <tr> <td><input type="checkbox"/> Master Plan</td> <td><input type="checkbox"/> Other: _____</td> </tr> <tr> <td>Recommendation</td> <td>_____</td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation	<input type="checkbox"/> Infrastructure Investment	<input checked="" type="checkbox"/> Reduce Costs	<input checked="" type="checkbox"/> Customer Demand	<input type="checkbox"/> Increase Revenue	<input checked="" type="checkbox"/> Service Enhancement	<input type="checkbox"/> Drive Down Risk	<input checked="" type="checkbox"/> Process Efficiency	<input type="checkbox"/> Master Plan	<input type="checkbox"/> Other: _____	Recommendation	_____
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Recommendation	_____												
<b>Strategic Alignment</b>	<p>This request is consistent with the tenants of providing streamlined and efficient process, offering quality customer experiences, financial stewardship.</p>												

<b>Financial Considerations</b>	The annual cost is \$13,548.00.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	The Interlocal Agreement has been reviewed and approved by the City Attorney.
<b>Alternative Options</b>	Continue the use of the SmartGov software.
<b>Supporting Documents</b>	Resolution No. 2024-R73 Interlocal Agreement Permitting Module Overview Planning and Zoning Module Overview

**RESOLUTION NO. 2024-R73**

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

**WHEREAS**, the City of Boerne finds it necessary to enter into an interlocal agreement for licensing of the MyGovernmentOnline software to manage essential processes tied to planning, development, permitting, licensing, code enforcement and GIS integration with the Capital Area Council of Governments (CAPCOG).

**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 with the South Central Planning and Development Commission, Inc. (SCPDC) through the Capital Area Council of Governments (CAPCOG) for licensing of MyGovernmentOnline software for an amount not to exceed \$13,548.00 annually.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

## INTERLOCAL AGREEMENT FOR LICENSING SCPDC SOFTWARE

### SECTION 1. PARTIES AND PURPOSE

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for SCPDC.

1.2. City of Boerne, Texas ("Licensee" or "City") of 447 N. Main Street, Boerne, TX 78006 domiciled in Kendall County.

1.3. The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline ("MGO") software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This **INTERLOCAL AGREEMENT** (this "**Agreement**") is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

### SECTION 2. DEFINITIONS

2.1 "**CONFIDENTIAL INFORMATION**" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.



Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website and/or a similar public database without obtaining any type of prior consent from SCPDC.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 "**DOCUMENTATION**" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "**EFFECTIVE DATE**" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "**EQUIPMENT**" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "**MAJOR AND MINOR UPDATES**" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "**SITE**" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 **"License Fee(s)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

### **SECTION 3. LICENSE, DELIVERABLES AND COPIES**

#### **3.1 LICENSE GRANT.**

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the SCPDC's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the SCPDC's products known as MyGovernmentOnline. The scope of the foregoing license encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, the SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software.

If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

3.2 **DELIVERABLES.** SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance [john.doe@scpdc.org](mailto:john.doe@scpdc.org)) and password for each user of the system in the employ and under control of Licensee.

3.3 **COPIES.** Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

#### **SECTION 4. LICENSE RESTRICTIONS**

4.1 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

#### **SECTION 5. LICENSE FEE**

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

## **SECTION 6. MAINTENANCE AND SUPPORT**

6.1 Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

## **SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY**

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "**Warranty Period**") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 **CLAIMS.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 **LIMITATION.** The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 **EXCLUSIVE REMEDY.** The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

## SECTION 8. CONFIDENTIALITY

8.1 **CONFIDENTIAL INFORMATION.** Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public information request pursuant to Chapter 552, Texas Government Code, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## SECTION 9. TERM AND TERMINATION

9.1 **TERM.** This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 **TERMINATION.** This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1<sup>st</sup> of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 **EFFECT OF TERMINATION.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MGO will be available to Licensee.

## **SECTION 10. NON-ASSIGNMENT**

10.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

## **SECTION 11. NOTICES**

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and  
Development Commission

To: City of Boerne

Address: 5058 West Main St.  
Houma, LA 70360

Address: 447 N. Main Street  
Boerne, TX 78006

## **SECTION 12. MISCELLANEOUS**

**12.1 VIRUSES AND DISABLING DEVICES.** Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

**12.2 FORCE MAJEURE.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

**12.3 WAIVER.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

**12.4 SEVERABILITY.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

**12.5 STANDARD TERMS OF LICENSEE.** No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

**12.6 AMENDMENTS TO THIS AGREEMENT.** This Agreement may not be amended, except by a writing signed by both parties.

**12.7 SCPDC'S PRIOR CONSENT.** Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

**12.8 EXPORT OF SOFTWARE.** Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.



12.9 **PUBLIC ANNOUNCEMENTS.** Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 **DISPUTE RESOLUTION.** The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a Texas certified mediator selected by mutual agreement of the parties.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

Venue and Governing Law: Venue of this contract shall be Kendall County Texas, and the law of the State of Texas shall govern.

12.11 **HEADINGS.** Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 **ENTIRE AGREEMENT.** This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF BOERNE

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION, INC.  
THROUGH ITS AGENT, CAPCOG

By:

By:

\_\_\_\_\_  
Frank Ritchie, Mayor

\_\_\_\_\_  
Betty Voights, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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

**SCHEDULE A  
INTERLOCAL CONTRACT  
South Central Planning and Development Commission and Jurisdiction Government**

**SOFTWARE AND LICENSE FEE**

**A. SOFTWARE USE**

Licensee use of SCPDC’s MGO System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into MGO System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

**B. LICENSE FEE**

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

		MONTHLY RATE			
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

**ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.**

The Jurisdiction has agreed to the 500-1000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$500.00 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction’s permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

2. Public Works Permits ROW  
Monthly License Fee: \$ 500.00

3. Fire Permits  
Monthly License Fee: \$ 250.00

### **C. OTHER FEES**

1. **ON-SITE VISITS:** Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 20% administrative fee will be applied to the total reimbursable expenses.

2. **INTEGRATION FOR ONLINE CREDIT CARD OR ACH TRANSACTIONS:** Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

3. **HISTORIC DATA IMPORTS:** Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time are subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

**SCHEDULE B**  
**COOPERATIVE ENDEAVOR USE AGREEMENT**  
**South Central Planning and Development Commission and Jurisdiction**

**EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD**

**SECTION 1. EQUIPMENT SITE**

1.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

**SECTION 2. USER NAME AND PERSONAL ACCESS PASSWORD**

1.2 At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

**SCHEDULE C**  
**COOPERATIVE ENDEAVOR USE AGREEMENT**  
**South Central Planning and Development Commission and Jurisdiction**

**MAINTENANCE AND SUPPORT**

**SECTION 1. DEFINITIONS**

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address: 5058 West Main Street  
Houma, LA 70360

Hours of Operation: 8:00 AM to 4:30 PM

Telephone: 1 (866) 957-3764

Contact Information:

E-mail: [support@mygovernmentonline.org](mailto:support@mygovernmentonline.org)

Ryan Hutchinson,  
Chief Technology Officer

**SECTION 2. TERM AND TERMINATION**

2.1 SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

## SECTION 3. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by the MyGovernmentOnline system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MGO Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

**3.1 LEVELS OF MAINTENANCE AND SUPPORT.** Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

**3.2 BASIC MAINTENANCE.** Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

**3.3 ON-SITE ASSISTANCE.** At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event that on-site support is agreed to be provided by both the Licensee and SCPDC, then Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

**3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC.** Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

(a) **ACCIDENT.** Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the

Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(b) Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

(c) Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

(d) Software programs made by Licensee or other parties.

#### **SECTION 4. RESPONSIBILITIES OF LICENSEE**

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

#### **SECTION 5. MAINTENANCE FEE**

5.1 For Licensee the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

#### **SECTION 6. ASSIGNMENT OF DUTIES**

6.1 SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

**SECTION 7. PROJECT ABANDONMENT**

7.1 Should SCPDC abandon development and support of the MGO system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MGO Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

**SECTION 8. LICENSEE DATA**

8.1 Upon the client’s written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee’s data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee’s permitting data.

**SECTION 9. ROLE OF AGENT**

9.1 The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent’s responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as “CAPCOG”. The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

City of Boerne, Texas

\_\_\_\_\_  
By: Frank Ritchie, Mayor

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

\_\_\_\_\_  
Witness

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

South Central Planning and Development Commission,  
Through its agent, CAPCOG

\_\_\_\_\_  
By: Betty Voights, Executive Director

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



**MGO**  
PERMITS &  
LICENSING



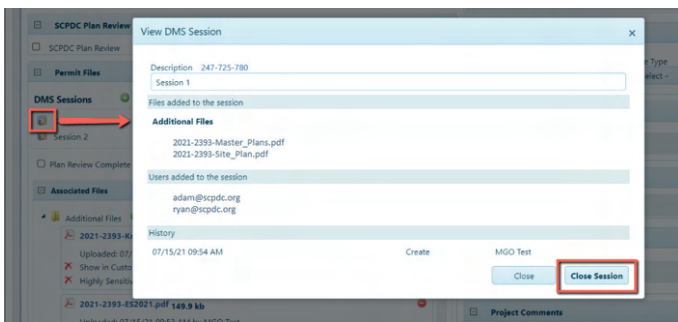
**MGO** | MyGovernmentOnline  
CREATED BY GOVERNMENT FOR GOVERNMENT

[www.mygovernmentonline.org](http://www.mygovernmentonline.org)  985.851.0760 / 1.866.957.3764  [partnership@mygovernmentonline.org](mailto:partnership@mygovernmentonline.org)

How do I Manage Permits from Anywhere?

# MGO Permits and Licensing

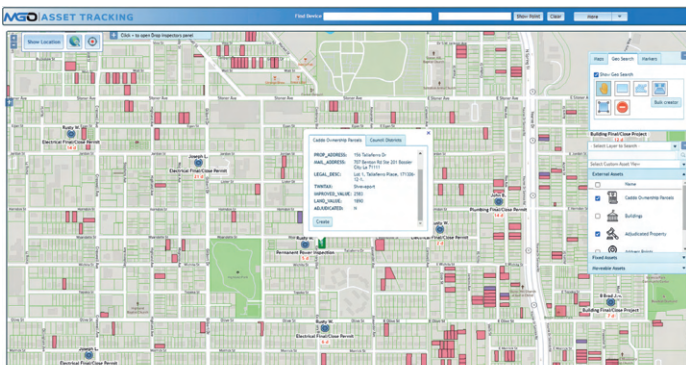
Permit offices are typically overflowing with paper from the application, plan review and inspection processes. These processes create a large number of tasks for both the citizen and jurisdiction staff member, which makes it hard to remember what to do next and often leaves everyone feeling overwhelmed. In today's mobile world, the need to work on the go is more important than ever. MGO Permits and Licensing eliminates these problems by providing a mobile, web based system that allows both jurisdiction staff and citizens to communicate with each other anywhere in the world. Either party can send large files and other information from our web and mobile apps eliminating paper. With fully automated tools and dashboards all parties are fully aware of what tasks will be required of them and know exactly what is due next.



**PDF LIVE SESSION EDITS!**

## Digital Plan Review & Integration

- Automatic workflow ensures all tasks are completed timely without any steps being missed.
- Calendar task scheduling with drag and drop features.
- PDF editor Integration (e-PlanSoft, Blue Beam, Adobe and more).



**GIS CENTRIC INSPECTIONS**

## Inspections & Work Orders

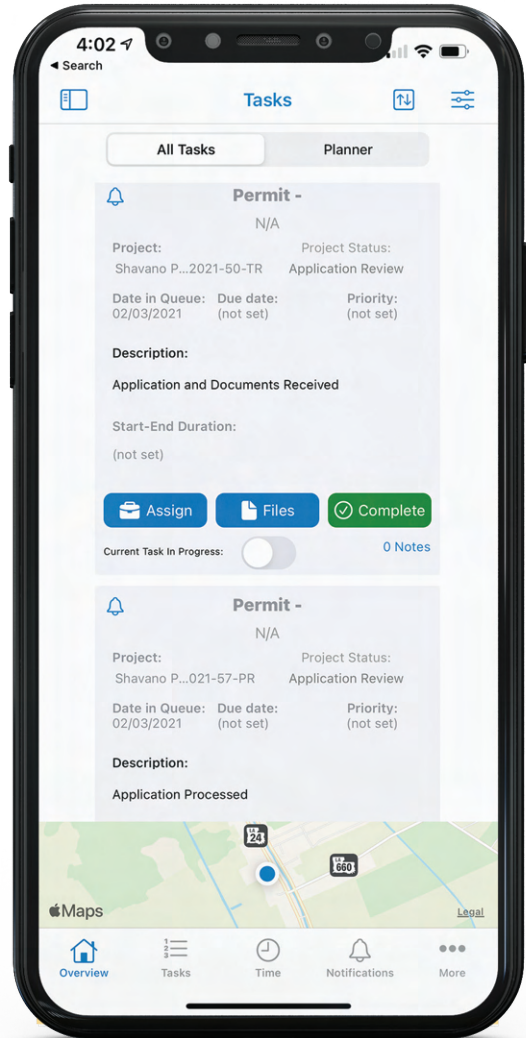
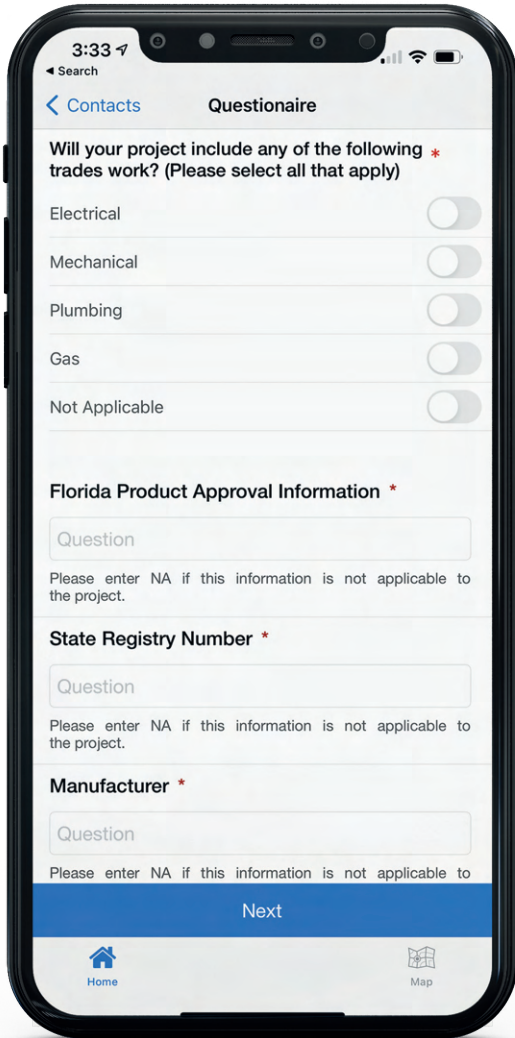
- Real-time inspections on the job site.
- Automatic work order assignment and scheduling tools.
- Real-Time dashboards.
- Offline mode.
- Photo and file upload.
- Automatic phone, e-mail, and text notifications.



*"With the City of San Marcos Texas being the fastest growing city in the U.S. for 3 years in a row, we are constantly studying how we can better utilize city resources to review and issue permits faster without cutting corners on the approval process. Implementing MGO has been a key tool in accomplishing our customer service goals"*

- **Kristy Stark**, Assistant Director Planning & Development Services

# Key Functionality



## APPLY AND PAY ONLINE

### Customer Portal

- Apply and pay online.
- Track status of applications and permits.
- Request inspections online.
- Apply and renew contractor registrations.
- Website and true mobile apps for public.

## AUTOMATED TASK LISTS

### Project Completion and Automation

- Special tools to alert user to current task needing completion in the workflow.
- Ability to automatically close the project once all criteria are met.
- Integration with GIS to automatically populate data on user forms and send customizable alerts.
- Feed data directly into your GIS system.
- Integration with financial and general ledger software.

Third party software integration available.

## Who We Are

We are an Economic Development District (EDD) established in 1978 under Federal and State Law. In the wake of Hurricane Katrina in 2005, our member jurisdictions regionalized the permit process with SCPDC. This enabled us to create an automated suite of software applications that has grown into a multi-state offering.



### Partnership Program

Our member parishes were so pleased with the results of the software that they passed a resolution authorizing us to create a national software Partnership Program that only fellow jurisdictions can join.

This unique Partnership Program has provided a way for jurisdictions in many states to achieve their evolving goals at a low cost with no upfront fees.

By jurisdictions working together through this Partnership Program, we have created software that has won many national and global awards, including Amazon's City on a Cloud Innovation Challenge and AT&T's Technology Innovation Award.

### Schedule a Demo

Schedule a demo to learn more the unique benefits of the Partnership Program and how you can receive a better product at a lower cost than private sector software offerings. One meeting will provide a high-level overview and demonstration of the software features showing you real configurations and examples of partnered jurisdictions. All pricing, technical and implementation questions can be answered during this one meeting. Contact us today by calling 866-957-3764 or e-mail [partnership@mygovernmentonline.org](mailto:partnership@mygovernmentonline.org) to schedule your online presentation and demonstration. We look forward to meeting you!



### Award Winning Software

MyGovernmentOnline has won global and national awards since its inception in 2005. The original project team leaders that founded the project still lead the technical and implementation teams today providing many years of experience behind you.

[www.mygovernmentonline.org](http://www.mygovernmentonline.org)

985.851.0760 / 1.866.957.3764 support@mygovernmentonline.org

Main Office: 5058 West Main Street / Houma, LA 70360



Scan this QR Code for [mygovernmentonline.org](http://mygovernmentonline.org)

## WITH ONE COMPLETE SYSTEM WE PROVIDE THE BEST SOLUTION

partnership@mygovernmentonline.org or 985.851.0760 / 1.866.957.3764  
to schedule a demo



### PERMITS & LICENSING

Apply & Pay for Permits Online  
Work Orders & Inspections  
Document Management  
Complete Permit Administration  
Contractor Licensing



### PLANNING & ZONING

Apply & Pay for Projects Online  
Submit Files  
View Meeting Dates  
Drag and Drop Scheduling



### SOLUTION CENTER / 311

Submit & Track Service Requests  
Code Enforcement/311  
Submit Photos  
Real Time Dashboards  
Call Center or Direct  
Department Routing



### PUBLIC WORKS

Asset Management  
Labor, Inventory, Materials Cost Tracking  
Real Time Work Order Dashboards  
Drag and Drop Calendars

### OTHER MODULES INCLUDE:

GPS & Asset Tracking, Fleet Maintenance, Facilities, Land Management,  
Community Development, Grant & Loans, Call Center / 311, Business & Tax Licensing

**THE ONLY SOLUTION THAT IS CREATED BY GOVERNMENT FOR GOVERNMENT**



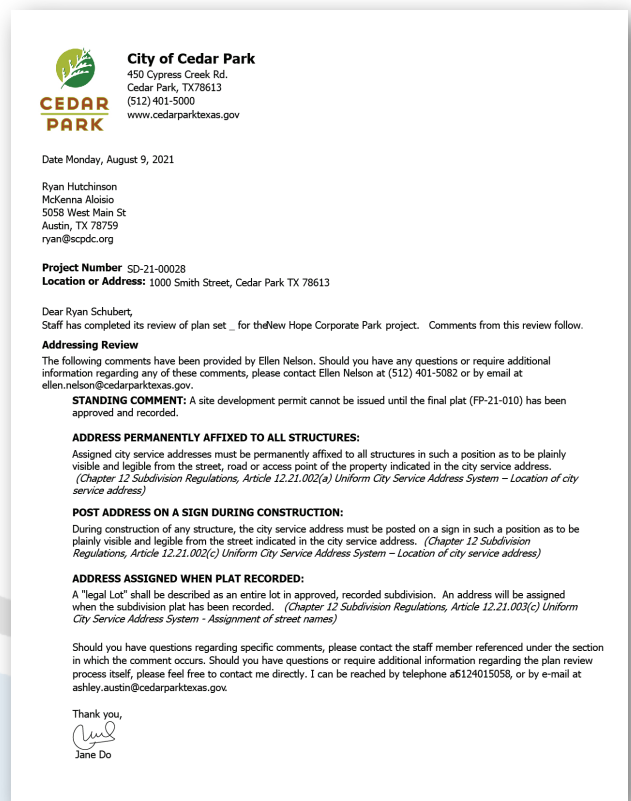
# MGO Planning and Zoning

Planning and Zoning operations can sometimes generate projects that take years to complete, have large amounts of paper, require many detailed steps that must be managed and meetings that must be properly advertised and recorded. Planning cases can push the limits of traditional project management software. MGO Planning and Zoning module resolves these issues with our powerful project management tools. MGO provides drag and drop calendars for staff task scheduling and automated alerts. With the ability to plan staff schedules, track all communications, eliminate paper, distribute meeting notices, and files our software is the perfect web based solution for your land management needs.



*"Our partnership with MyGovernment Online has enabled us to provide our customers a greater online experience with a "true green" solution. The comprehensive record keeping has eliminated the need for paper files inside our office. The system helps the city keep projects on track, and prevents us from missing critical, required steps. Applicants are able to see their project status and all required steps involved in the process without ever having to visit our office"*

**- Clay Stafford**, Administration Planning & Zoning, City of Gonzales, LA.

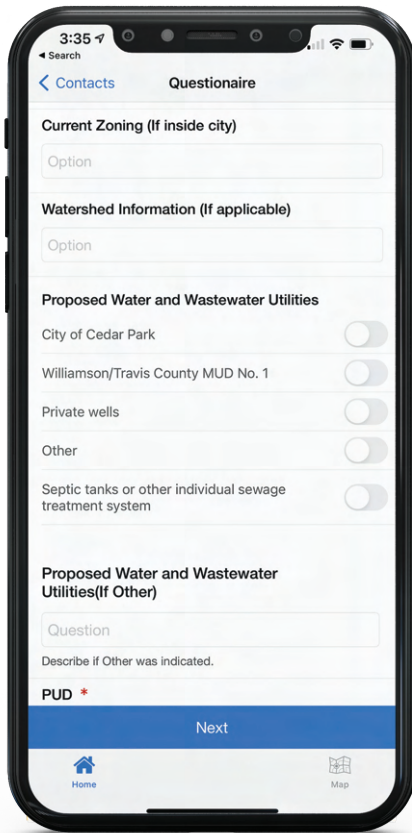


## FULLY AUTOMATED LETTER GENERATION

### Digital Plan Review & Integration

- Automatic workflow ensures all tasks are completed timely without any steps being missed.
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# Key Functionality



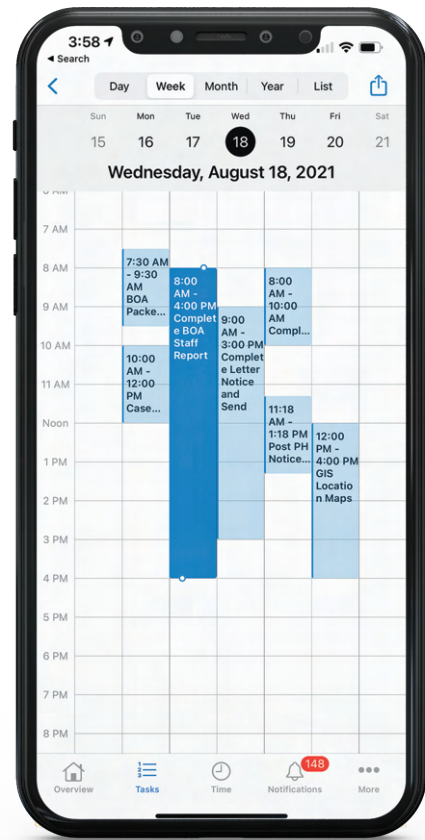
## APPLY AND PAY ONLINE

### Customer Portal

- Apply and pay online.
- Track the status of re-zoning case requests, subdivision plat reviews, development and more.
- Request Inspections online.
- Website and mobile apps for public use.

### Special Features

- Post public meeting dates online.
- Display customized list of projects.
- Track developer bonds and ensure project completion before bond expiration.
- Subdivision plat review across multiple department workflows.
- Receive staff comments and generate staff comment letters.



## DRAG AND DROP TASK ASSIGNMENT

### Project Completion and Automation

- Special tools to alert user to current task needing completion in the workflow.
- Ability to automatically close the project once all criteria are met.
- Integration with GIS to automatically populate data on user forms and send customizable alerts.
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to schedule a demo



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Work Orders & Inspections  
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Code Enforcement/311  
Submit Photos  
Real Time Dashboards  
Call Center or Direct  
Department Routing



### PUBLIC WORKS

Asset Management  
Labor, Inventory, Materials Cost Tracking  
Real Time Work Order Dashboards  
Drag and Drop Calendars


### OTHER MODULES INCLUDE:

GPS & Asset Tracking, Fleet Maintenance, Facilities, Land Management,  
Community Development, Grant & Loans, Call Center / 311, Business & Tax Licensing

**THE ONLY SOLUTION THAT IS CREATED BY GOVERNMENT FOR GOVERNMENT**



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	September 24, 2024
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2024-R74; A RESOLUTION IN SUPPORT OF PROPOSED HIGHWAY 46 IMPROVEMENTS AT THE INTERSECTION OF HERFF ROAD AND ESSER ROAD
<b>Contact Person</b>	Jeffrey Carroll – Engineering & Mobility Director
<b>Background Information</b>	<p>The intersection of River Road and Herff Road is currently one of the busiest intersections in the city. The Kendall County, Boerne, Fair Oaks (KCBFO) Transportation Committee labeled the intersection “the worst intersection in Kendall County” in their 2022 County at a Crossroads report.</p> <p>Per recent traffic counts in April 2024, the peak hour of traffic, at the location occurs in the AM and the intersection sees 3,641 vehicle trips as distributed as shown in the image below:</p>  <p>This hourly trip count thru the intersection is a 5.6% increase from the previous peak hour count of 3,446 observed by the City in February of 2022. City staff has studied this location for several years and has developed multiple schematics for improvement plans, prepared traffic simulation models, and purchased a parcel northeast of the intersection which may be needed for future roadway improvements.</p>

The geographic location of the intersection is on the eastern edge of the City. The existing major roadway network has been referred to as a hub and spoke layout with all roads leading to Boerne which causes a large amount of traffic from north and east sections of the County to travel through this intersection daily to get to Boerne businesses, adjacent schools, and to and from Interstate 10. In addition, the location of the adjacent schools requires many families located south of the City of Boerne to travel through the intersection twice in the peak hour of traffic; towards the school for drop-off/pick-up and then a return trip back through the intersection.

The existing intersection includes turn lanes that were installed with the County’s Herff Road Widening and Extension project that was approved by Kendall County voters in 2011. The county’s road project lists the Average Daily Traffic (ADT) volume of Herff Road as 3,500 vehicles per day in 2012 and used an assumed ADT of 7,600 vehicles per day in 2032 for the project’s design traffic volume.

For many years, city staff has performed annual traffic counts on our city collector and arterial roadways. The observed daily traffic counts near the intersection of Herff Road and Oak Park are provided below:

<b>ADT @ Herff/Oak Park</b>			
	<b>North</b>	<b>South</b>	<b>Total</b>
<b>2021</b>	8,013	8,282	16,295
<b>2022</b>	9,750	8,962	18,712
<b>2023</b>	9,817	7,619	17,436
<b>2024</b>	11,622	12,039	23,661

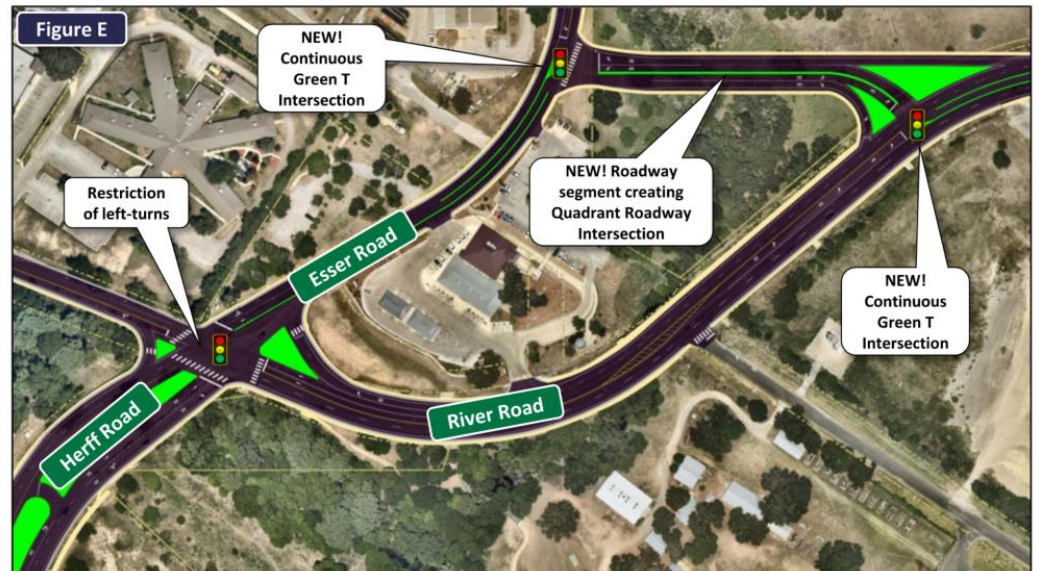
Reviewing the observed daily traffic volume on Herff Road it appears the current traffic volume on Herff Road has already exceeded the 2032 projections that were used for the design of the County’s 2011 Herff Road bond project.

In 2022, the City prepared a Mobility Master Plan (MMP), which can be found on the City website link [here](#), that studied the 15 major existing intersections in town and evaluated the existing Level of Service (LOS) of these intersections. The LOS measures a driver's experience on the road and at intersections, based on the speed and number of cars using the road. The LOS of a road is designated by a letter grade of A (free flow) to F (near gridlock). The MMP report provided recommendations to improve these intersections to improve the LOS. These recommended improvements were added to the City’s Capital Improvement Program (CIP) project list.

Within the MMP report, the 2022 existing condition LOS at the River/Herff intersection has a value of “F” for both the AM and PM peak hour. As the River/Herff Intersection was one of the worst scoring Level of Service locations, City staff and our consultants have been working to develop solutions and find funding opportunities.

Boerne has applied for multiple federal grants to plan and implement improvements to the intersection:

- In Fall of 2022, the City prepared and submitted for a Safe Streets for All (SS4A) federal grant requesting \$14.1M for the design and construction of intersection improvements using an innovative design concept that used both “quadrant roadway” and “continuous green-T intersection” concepts as shown in the following image.



- In Fall of 2023, the City prepared and submitted a Reconnecting Communities and Neighborhoods (RCN) federal grant requesting \$2M for the planning of intersection improvements to improve pedestrian/bike from the No. 9 Trail thru the intersection and continuing to the City Park. Included in the request was planning for drainage improvements for this flooded intersection. Boerne ISD was consulted on the grant application and provided a letter of support. Director Carroll spoke at the October 10, 2023, Kendall County Commissioners Court, requesting a letter of support from the County, however the letter was not provided until several months after Boerne made the RCN grant submittal.

Unfortunately, both federal grant applications were unsuccessful. City staff will continue to evaluate future federal grant opportunities for this location.

City staff has worked directly with the Metropolitan Planning Organization (MPO) to have this intersection included in the MPO's unfunded project list, which can be download [here](#), which is the first step toward receiving future funding thru the MPO's distribution of federal funds.

River Road is technically State Highway 46, as such the roadway and existing traffic signal is owned and maintained by TxDOT. Any modifications or improvements to the intersection would require meeting all TxDOT's design requirements and would require TxDOT approval.

In the last 20 years, at the request of Boerne and Kendall County, TxDOT has twice performed studies of Boerne and Kendall County traffic and congestion issues.

- In 2005, Kendall County requested TxDOT to study transportation issue in southern Kendall Couty. In the summer of 2005, TXDOT held two Public Open Houses to present their proposals including improvements to Herff Road and a "southern relief route". However, in October 2005 Kendall County commissioners requested TxDOT to recall all published maps from their planning efforts. It has been stated that TxDOT interpreted the Court's action as opposition to any TXDOT activity in Kendall County and removed funding for all proposed projects in Kendall County at the time.
- In 2015, created by a joint resolution with Kendall County and the City of Boerne, TxDOT began studying what was later known as the Kendall Gateway Study. It was a feasibility study to identify potential alternatives to relieve traffic congestion in Kendall County and the City of Boerne. The primary goal of the study was to identify solutions that could provide improved mobility as the area continues to grow. The plan contained numerous recommendations for improving mobility across Kendall County, including intersections of River/Main and River/Herff, as well as including a proposed loop around Boerne. Three public meetings were held, and the proposed loop was contentious with some residents and Kendall County Commissioners in October 2018 rejected the entire Gateway study. Although no action occurred from the City Council, TxDOT discontinued their work on the planning effort due to a lack of support from the County.

	<p>Although TxDOT was no longer actively studying transportation issues in the Boerne area, City staff continued to discuss both short term and long-term solutions of this intersection with TxDOT staff.</p> <p>City staff was recently informed that TxDOT is performing new traffic counts and is planning on developing an intersection improvement project to be submitted to the MPO for possible funding in future call for projects. TxDOT has requested that both City and County provide resolutions of support for an improvement project for the River/Herff intersection.</p>
<b>Item Justification</b>	<input type="checkbox"/> Legal/Regulatory Obligation <input checked="" type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Reduce Costs <input checked="" type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
<b>Strategic Alignment</b> <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	<p>F1 – Committing to strategic, responsible, and conservative financial management.</p> <p>F2 – Investing in and maintaining high-quality infrastructure systems and public assets.</p> <p>B2 – Advancing master plan recommendations.</p>
<b>Financial Considerations</b>	Potential cost sharing with TxDOT, Kendall County, and/or MPO
<b>Citizen Input/Board Review</b>	Per recommendation of the City’s 2018 comprehensive masterplan (item 3.1.3), <i>“Continue to work in partnership with TxDOT, Kendall County, and other area partners to find solutions regarding regional transportation issues.”</i>
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2024-R74

**RESOLUTION NO. 2024-R74**

**A RESOLUTION IN SUPPORT OF PROPOSED HIGHWAY 46 IMPROVEMENTS  
AT THE INTERSECTION OF HERFF ROAD AND ESSER ROAD.**

**WHEREAS**, the Texas Department of Transportation (TxDOT) is committed to enhancing transportation infrastructure throughout the state for the benefit of its citizens, businesses, and visitors; and

**WHEREAS**, TxDOT has identified the City of Boerne in Kendall County as a key area in need of transportation improvements to address growing traffic congestion, enhance safety, and promote economic development; and

**WHEREAS**, proposed Highway 46 improvements at the intersection of Herff Road and Esser Road seek to address transportation challenges for improved traffic flow, mobility, and safety; and

**WHEREAS**, there is a vital need for funding for said traffic flow, mobility, and safety.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Boerne hereby expresses its support for traffic safety the intersection operation improvements project and pledges to continue working diligently with all relevant stakeholders including Kendall County, Boerne ISD, Alamo Area Metropolitan Planning Organization (AAMPO), TxDOT and Federal Highway Administration (FHWA) to advance this critical transportation infrastructure project;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS** encourages all appropriate measures to be taken to expedite the planning, funding, and construction of this project to ensure its timely completion and maximum benefit to the residents, businesses, and travelers.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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



**RESOLUTION NO. 2024-R75**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE \_\_\_\_\_ ACRES, MORE OR LESS, LOCATED AT \_\_\_\_\_, BOERNE, TEXAS, 78006, FROM \_\_\_\_\_ AND EXECUTE ALL NECESSARY DOCUMENTATION.**

**WHEREAS**, the City Council of Boerne finds it necessary to authorize the City Manager to purchase \_\_\_ acres, more or less, located at \_\_\_\_\_, Boerne, Texas, 78006, from \_\_\_\_\_ and execute all necessary documentation.

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

that the City Council hereby authorizes the City Manager to purchase \_\_\_\_\_ acres, more or less, located at \_\_\_\_\_, Boerne, Texas, 78006, from \_\_\_\_\_ and execute all necessary documentation for an amount not to exceed \_\_\_\_\_ plus costs as described in the agreement.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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