

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
JANUARY 27, 2026 – 6:00 PM

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

1. CALL TO ORDER – 6:00 PM

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

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

2. CONFLICTS OF INTEREST

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

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

- A. [2026-013](#) CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF JANUARY 13, 2026.

Attachments: [Minutes.26.0113](#)

- B. [2025-617](#) CONSIDER RESOLUTION NO. 2026-R03; A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT WITH MAGUIRE IRON, INC. FOR THE REPLACEMENT OF THE ESPERANZA ELEVATED RECLAIMED WATER TANK RISER PIPE FOR AN AMOUNT NOT TO EXCEED \$116,300.

Attachments: [AIS Elevated Reclaimed Tank Riser Replacement Resolution No. 2026-R03](#)
 [Updated Riser Quote](#)

- C. [2025-614](#) CONSIDER RESOLUTION NO. 2026-R04; A RESOLUTION AMENDING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE AND BUC-EE'S.

Attachments: [AIS Bucees Amendment to the DA Jan27.2026 Resolution No. 2026-R04](#)
 [Clean First Amendment to Buc-ee's Eco Dev Agrmt 1.27.26 with Exhibits](#)
 [Redline First Amendment to Buc-ee's Economic Development Agreement](#)

- D. [2025-655](#) CONSIDER ON SECOND READING ORDINANCE NO. 2026-01; AN ORDINANCE RATIFYING THE ZONING DESIGNATION OF C3 - SICO (COMMUNITY COMMERCIAL WITHIN THE SCENIC INTERSTATE CORRIDOR OVERLAY DISTRICT), OF THE UNIFIED DEVELOPMENT CODE, FOR AN APPROXIMATELY 5.155-ACRE PROPERTY LOCATED ON INTERSTATE 10 WEST, KNOWN AS THE IH-10 "SURPLUS NORTH" TRACT, ADJOINING THE FUTURE BUC-EE'S DEVELOPMENT AT 33375 INTERSTATE 10 WEST; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, TO REFLECT SAID RATIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

- E. [2026-008](#) CONSIDER THE MAYORAL APPOINTMENTS TO THE BOERNE PUBLIC LIBRARY ADVISORY BOARD AND TO THE ZONING BOARD OF ADJUSTMENTS AND APPEALS.

Attachments: [AIS Mayoral Appt - BOA and PHPL](#)

REGULAR AGENDA:

5. RESOLUTIONS:

- A. [2026-007](#) CONSIDER RESOLUTION NO. 2026-R05; A RESOLUTION RESCINDING RESOLUTION NO. 2026-R01, CORRECTING THE OFFICIALS TO BE ELECTED, AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026. (Considerar la resolución número 2026-r05; una resolución que rescinde la resolución número 2026-r01, corrige a los funcionarios a ser elegidos y establece los procedimientos para la elección general del 2 de mayo de 2026.)

Attachments: [AIS Election - CORRECTION 2026](#)
[Resolution No. 2026-R05](#)

- B. [2026-014](#) CONSIDER RESOLUTION NO. 2026-R06; A RESOLUTION AUTHORIZING THE SUBMITTAL OF GRANTS TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) UNDER THE RECREATIONAL TRAILS GRANT PROGRAM AND DESIGNATING THE CITY'S PARKS & RECREATION DIRECTOR AS THE AUTHORIZED REPRESENTATIVE FOR THE GRANT PROGRAMS.

Attachments: [AIS TPWD Recreational Trails Grant](#)
[Resolution No. 2026-R06](#)
[Bridge & Trail Sections](#)
[Bridge Elevation](#)

- C. [2025-619](#) CONSIDER RESOLUTION NO. 2026-R07; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 1.098 ACRES LOCATED IN THE M.I. LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND BEING THAT CALLED LOT 2, BLOCK 1, OF WOODLANDS SUBDIVISION AS RECORDED IN VOLUME 5, PAGE 222, PLAT RECORDS OF KENDALL COUNTY, TEXAS. (134 Medical)

Attachments: [AIS -134 Medical -LandAquistion](#)
[Resolution No. 2026-R07](#)
[Survey - Lot 2 Block 1 Woodlands](#)

- D. [2026-009](#) CONSIDER RESOLUTION NO. 2026-R08; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, SUPPORTING THE KENDALL COUNTY APPRAISAL DISTRICT BUILDING EXPANSION PROJECT LOCATED AT 118 MARKET AVENUE, BOERNE, TEXAS.

Attachments: [AIS Support building expansion Kendall County Appraisal District Resolution No. 2026-R08](#)
[Kendall County Appraisal District Request Packet](#)

6. CITY MANAGER'S REPORT:

- A. [2025-656](#) MONTHLY PROJECTS UPDATE.

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

8. ADJOURNMENT

CERTIFICATION

**I hereby certify that the above notice of meeting was posted on the 21 day of
January, 2026 at 4:00 p.m.**

s/s Chastity Valdes
Deputy City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

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

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

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

MINUTES

**REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
JANUARY 13, 2026 – 6:00 PM**

Minutes of the Regular Called City Council Meeting of January 13, 2026.

Present: 5 - Mayor Pro Tem Ty Wolosin, Council Member Joe Bateman, Council Member Kyle Mickelsen, Council Member Bret A. Bunker, and Council Member Joseph Macaluso

Absent: 1 - Mayor Frank Ritchie

Staff Present: Ben Thatcher, Jeff Carroll, Lori Carroll, Susan Finch, Brittney and Glenn Garcia, Terry Nolan, Mike Raute, Chris Shadrock, Mike Sharp, Andrea Snouffer, Kristy Stark, Chastity Valdes, and Danny Zincke.

Recognized / Registered Guests: Virginia Nikolich, Milan J. Michalec, Traften Werenskjold, Dana Mathes, Amy Story, Bobby Dannemiller, Susan Nelson, Skipper Nelson, Brian Nichol, Mike and Kelly Mann, and Heather Bateman.

1. CALL TO ORDER – 6:00 PM

Mayor Pro Tem Wolosin called the meeting to order at 6:00 p.m.

Mayor Pro Tem Wolosin called on Pastor Neil Vanderbush of Messiah Lutheran Church to provide the Invocation.

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. RECOGNIZING MIKE MANN AND HIS YEARS OF SERVICE TO OUR

COMMUNITY.

City Manager Thatcher provided background information regarding Mike Mann's employment with the City. Each Council Member expressed appreciation for Mr. Mann's service to the community, as well as his knowledge, vision, contributions, and the strong foundation he helped build for the City. Mr. Mann thanked the Council for their kind words and stated that the credit belongs to the employees in the field.

4. PUBLIC COMMENTS:

No Public Comments were received.

5. CONSENT AGENDA:

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

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

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

THE MINUTES WERE APPROVED.

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

THE RESOLUTION WAS APPROVED.

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

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

Mayor Pro Tem Wolosin called on Nathan Crane, Planning Director, to discuss the ratification of zoning for a 5.155-acre property located at 33375 Interstate 10 West. Mr. Crane explained that the property was initially zoned B-2; however, when the Unified Development Code (UDC) was adopted and a citywide rezoning occurred in 2021, the property was inadvertently not assigned a zoning district. Staff recommends zoning the property as C-3, which is consistent with the surrounding property and most closely aligns with the former B-2 zoning designation. The Planning and Zoning Commission recommended approval of the C-3 zoning by a vote of 6-0.

Mayor Pro Tem Wolosin opened the Public Hearing at 6:22 p.m.

No comments were received.

Mayor Pro Tem Wolosin closed the Public Hearing at 6:22 p.m.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE ON FIRST READING ORDINANCE NO. 2026-01; AN ORDINANCE RATIFYING THE ZONING DESIGNATION OF C3 - SICO (COMMUNITY COMMERCIAL WITHIN THE SCENIC INTERSTATE CORRIDOR OVERLAY DISTRICT), OF THE UNIFIED DEVELOPMENT CODE, FOR AN APPROXIMATELY 5.155-ACRE PROPERTY LOCATED ON INTERSTATE 10 WEST, KNOWN AS THE IH-10 "SURPLUS NORTH" TRACT, ADJOINING THE FUTURE BUC-EE'S DEVELOPMENT AT 33375 INTERSTATE 10 WEST; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, TO REFLECT SAID RATIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

Mayor Pro Tem Wolosin stated that it is expected that the Development Agreement will be on the next agenda and that TxDOT and city administration have approved the Traffic Impact Analysis.

7. RESOLUTIONS:

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

Mayor Pro Tem Wolosin called on Kristy Stark, Assistant City Manager, to present and discuss the agreement between the City and the Boerne Kendall County Economic Development Corporation (BKCEDC). Ms. Stark provided highlights of the agreement. Council discussed the importance of planning for future economic developments noting the continued need for revenue supported by a well-structured and effective group. The BKCEDC is not directly responsible for recruiting businesses and that most economic development corporations are funded through tax revenue, where as the BKCEDC receives a

small stipend from the city and county and relies heavily on private contributions.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY COUNCIL MEMBER BATEMAN, TO APPROVE RESOLUTION NO. 2026-R02; A RESOLUTION OF THE CITY OF BOERNE, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND BOERNE KENDALL COUNTY ECONOMIC DEVELOPMENT CORPORATION. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

Council Member Bateman reminded those present that it is campaign season and noted that, for the most part, everyone shares the same goal; therefore, all should be treated with respect.

Mayor Pro Tem Wolosin reminded the public that school is back in session and encouraged motorists to watch for school children. He also announced that filing for City Council Districts 1 and 3, as well as the school board, begins tomorrow.

9. ADJOURNMENT

Mayor Pro Tem Wolosin adjourned the City Council Meeting at 6:32 p.m.

Approved:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R03; A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT WITH MAGUIRE IRON, INC. FOR THE REPLACEMENT OF THE ESPERANZA ELEVATED RECLAIMED WATER TANK RISER PIPE FOR AN AMOUNT NOT TO EXCEED \$116,300.
Contact Person	Terry Nolan – Utilities Interim Director
Background Information	<p>The Esperanza elevated reclaimed water tank, which has been in service since 2016, supplies operating pressure for the reclaimed water distribution system. A key component of this system is a 12-inch steel riser pipe that runs vertically through the center of the tank's support structure. This riser pipe functions both as the inlet for water entering the tank and as the outlet for water flowing to the distribution system.</p> <p>Over time, the riser pipe and related accessories have suffered significant deterioration due to corrosion and general wear. Although Maguire Iron, Inc. carried out localized repairs in 2022, mainly welding leaks and repainting affected areas, the pipe continues to show excessive leaking and corrosion. Therefore, a full replacement of the riser pipe is now needed to ensure the system's reliability and integrity.</p> <div data-bbox="574 1308 1477 1883" data-label="Image"> </div>

	<p>The scope of work includes the full removal and replacement of the riser pipe, its insulation, and the expansion joint connecting the riser to the tank. Maguire Iron, Inc. has submitted a proposal totaling \$109,800, covering all labor, equipment, and materials needed. An additional \$6,500 may be necessary if replacing the base elbow, located at the bottom of the tank and responsible for redirecting flow to the underground distribution system, is required during construction.</p> <p>Maguire Iron, Inc. is a qualified vendor through the TIPS Cooperative Purchasing Program, in accordance with City purchasing policies and State law. Since the total expenditure exceeds \$100,000, specific City Council approval is required by City Charter provisions.</p> <p>Staff recommends that the Council authorize an expenditure not to exceed \$116,300 for replacing the riser pipe and installing a new base elbow if needed.</p>
Strategic Alignment	<p>F1 – Committing to strategic, responsible, and conservative fiscal management.</p> <p>F2 – Investing in and maintaining high-quality infrastructure systems and public assets.</p>
Financial Considerations	Funding for this work is part of the FY 2026 budget.
Citizen Input/Board Review	N/A
Legal Review	The City Attorney has approved and reviewed the contract with Maguire Iron, Inc.
Alternative Options	If we chose not to proceed with the replacement now, we risk additional damage to the pipe and potential pressure loss in the system.
Supporting Documents	Resolution No. 2026-R03 Cost Quote

RESOLUTION NO. 2026-R03

A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT WITH MAGUIRE IRON, INC. FOR THE REPLACEMENT OF THE ESPERANZA ELEVATED RECLAIMED WATER TANK RISER PIPE FOR AN AMOUNT NOT TO EXCEED \$116,300

WHEREAS, the City of Boerne owns and operates the Esperanza Elevated Reclaimed Water Tank; and

WHEREAS, the replacement of the riser pipe for the Esperanza Elevated Reclaimed Water Tank is necessary to ensure the continued safe, reliable, and efficient operation of the City's reclaimed water infrastructure; and

WHEREAS, Maguire Iron, Inc. has been identified as a qualified contractor with the necessary expertise to perform the replacement of the riser pipe; and

WHEREAS, the City Council finds it to be in the best interest of the City of Boerne to authorize the City Manager to enter into and manage an agreement for such services in an amount not to exceed \$116,300;

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

that the City Council hereby authorizes the City Manager to enter into and manage an agreement with Maguire Iron, Inc. for the replacement of the Esperanza Elevated Reclaimed Water Tank riser pipe, in an amount not to exceed \$116,300.00.

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

APPROVED:

Mayor

ATTEST:

City Secretary



CONTRACT FOR SERVICES

This contract made and entered into this 02 day of October, 2025, by and between Boerne, TX, - City Of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Multi-Leg - 500MG

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Riser Pipe Replacement

- Contractor will remove all of the insulation and jacketing from the existing 12 inch riser pipe.
- Contractor will then remove the existing riser / fill pipe and the mechanical joint from the water tower.
- Contractor will furnish and install new 12 inch schedule 40 steel riser pipe from the elbow connection up to the belly of the tank.
- Contractor will install a new dollar plate into the belly of the tank when connection is made.
- Contractor will also install a 12 inch bellows type expansion joint up at the belly to allow for tank movement.
- Contractor will then furnish and install 4 inch x 12 inch urethane foam frost jacket with metal covering and secured with metal bands and screws.
- Excavation of ground to the base elbow to be provided by the owner if needed.
- If a new base elbow is needed to install the new riser pipe \$6,500 dollars will need to be added to cover the cost of the new base elbow and the installation of the base elbow.

Expansion Joint

- Contractor will replace/install new 12 inch Stainless steel bellows style expansion joint. Expansion joint will be placed at the top of the riser pipe just under the belly of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 109,800.00 plus applicable sales, excise, and/or use tax shall become due and payable in full. Contractor may issue a partial invoice for materials, mobilization, and labor for projects exceeding \$50,000.00 prior to the completion of the contracted work.



PO BOX 1446
Sioux Falls, SD 57101
Phone: (605) 334-9749
info@maquirewater.com

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Boerne, TX, - City Of

By: _____ (Name) _____ (Title)

By: _____ (Name) _____ (Title)

MAGUIRE IRON, INC.

By: Spencer Willmon 10/02/2025
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R04; A RESOLUTION AMENDIING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE AND BUC-EE'S.
Contact Person	Kristy Stark, Assistant City Manager
Background Information	<p><u>Agreement Background:</u></p> <p>The original unanimously approved 2016 Development Agreement between the City of Boerne and Buc-ee's Ltd included a provision for the parties to enter into a separate agreement to provide for changes relating to utility extensions and other items. On April 13, 2020, the City issued a funding request letter to Buc-ee's under Article II, Section 8 of the agreement. The City proposed that Buc-ee's front the costs of utility extensions and Buc-ee's Way construction, with reimbursement distributed over five years. This structure was intended to keep the project on schedule by ensuring that infrastructure obligations could be met without delay.</p> <p>In summer 2023, as the TxDOT IH10 project concluded, and the Buc-ee's team began the process of officially purchasing the required right-of-way from the state, the need for a formal amended agreement was evident. Staff began drafting this separate amending agreement in early 2024.</p> <p>As the First Amendment to the Development Agreement moved closer to Council consideration, previous verbal commitments and project enhancements agreed upon by all parties were memorialized in the document. This new document was presented to City Council during executive session at the October 27 council meeting, followed by a brief public presentation of the key amendment highlights.</p> <p><u>Key Amendment Highlights:</u></p> <ul style="list-style-type: none">• Utility Changes: Developer constructs sewer and ROW improvements; City reimburses costs over five annual installments.• Deletions: Removes provisions related to the supplemental project, economic development grant, and city fee credits.

	<ul style="list-style-type: none">• Project Description: Buc-ee’s travel center includes up to 54,000 square feet, creates 200 FTE jobs, no more than 100 gas/diesel fueling positions, 26 or more electric charging stations; no tractor-trailers permitted.• Open Space: Developer dedicates +/- nine acres of open space to the City, plus includes an additional natural buffer.• 60 Ft. Sign: Freestanding sign height reduces to 60 feet, contingent on ROW acceptance and TxDOT guide signage.• Landscaping: Enhanced native, drought-tolerant landscaping exceeds City standards and reflects prior Design Review approval.• Security Fencing: Developer installs eight-foot, see-through security fence to protect City-owned open space and limit access.• Site Lighting Plan: Dark-sky compliant lighting with reduced pole heights throughout the site and perimeter.• HVAC Condensate Recovery System: Project includes HVAC condensate recovery and irrigation system to promote water conservation.• Construction Timeline: Construction to begin within required timeframe and project to open within 36 months of construction commencement.• Exhibits: Update Exhibits A, B, C, E, G; add Exhibits X, Y, Z <p>Prior Council Action (October 27, 2025): Following executive session and the public presentation, City Council approved Resolution No. 2025-R83 amending the Buc-ee’s economic development agreement and authorized the City Manager to continue negotiations, finalize the amended agreement, and return to Council if additional issues require consideration prior to execution.</p> <p>Current Council Consideration (January 27, 2026): For transparency purposes, the updated First Amendment to the Development Agreement is on the agenda for final Council approval. This document contains all current exhibits, as well as enhanced language for the landscaping and site lighting sections to memorialize these plans meeting, and in some cases, exceeding the city’s current UDC requirements:</p> <ul style="list-style-type: none">• Enhanced Landscaping: As shown on <u>Exhibit Y</u>, attached hereto, Developer is providing enhanced landscaping and planting areas that incorporate native, drought tolerant plant selections throughout the Property which exceeds the City's minimum landscaping requirements. Unless utility or drainage conflicts exist, the final landscape design shall closely represent the more detailed plan sheets previously approved by the City of Boerne
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	<p>Design Review Committee Creative Alternative (2021-1009) on 12/9/2021. Tree preservation efforts exceed both the 2019 Zoning Ordinance and current UDC tree preservation requirements. The preservation of existing onsite trees and planting trees above minimum tree planting requirements result in no fee in lieu of mitigation payments by Developer to the Tree Restoration Fund;</p> <ul style="list-style-type: none"> • Site Lighting Plan: Developer shall implement the site lighting plan previously approved under City review authority and attached as <u>Exhibit Z</u> which includes dark-sky compliant fixtures and prevents light spillage to adjacent properties. The Site Lighting Plan incorporates the Illuminating Engineering Society's (IES) recommended lighting levels for parking facilities and gas station canopies, and the incorporation of IES recommendations results in compliance with current UDC Dark Sky Regulations. <p>Other than those listed above, there are no additional changes to the agreement Council reviewed and approved on October 27, 2025.</p>
Strategic Alignment	<p>F2: Investing in and maintaining high-quality infrastructure. F3: Maintaining a balanced and diversified economy. B2: Advancing master plan recommendations.</p>
Financial Considerations	
Citizen Input/Board Review	
Legal Review	Our legal team helped draft and review the DA amendment.
Alternative Options	
Supporting Documents	<p>Resolution No. 2026-R04 Amended Development Agreement Redline Amended Development Agreement</p>

RESOLUTION NO. 2026-R04

**A RESOLUTION AMENDING THE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BOERNE AND BUC-EE'S**

WHEREAS, the City of Boerne and Buc-ee's, Ltd. entered into an Development Agreement to promote economic growth and development within the City; and

WHEREAS, the City Council finds it necessary and appropriate to amend said Agreement to reflect updated terms and conditions beneficial to both parties;

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

that the City Council hereby approves the amendment to the Development Agreement between the City of Boerne and Buc-ee's, Ltd., and authorizes the City Manager to execute and manage the amended agreement.

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

APPROVED:

Mayor

ATTEST:

City Secretary

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This First Amendment to Economic Development Agreement (this "**Amendment**") is entered into as of the ____ day of _____, 2025 (the "**Amendment Effective Date**"), by and between the City of Boerne, Texas, a Texas home-rule municipal corporation ("**City**"), and Buc-ee's, Ltd., a Texas limited partnership ("**Developer**"). City and Developer are sometimes individually referred to herein as "Party" and are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City and Developer previously entered into that certain Economic Development Agreement dated August 29, 2016 (the "**Original Agreement**");

WHEREAS, since the execution of the Original Agreement, certain conditions and circumstances have changed requiring modification of the original terms;

WHEREAS, the Parties now desire to amend the Original Agreement to incorporate subsequent understandings, utility and roadway obligations, clarified project requirements, and to delete provisions no longer applicable;

WHEREAS, the City has determined that the Original Agreement as amended by this Amendment will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City Council has determined that the terms and obligations of the City created by this Agreement as amended by this Amendment are in the best interests of the City and its residents.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Exhibits A, B, C, and E, of the Original Agreement are hereby replaced with Exhibits A, B, C, and E attached to this Amendment.
2. The fifth Recital of the Original Agreement, which references the Supplemental Project, is hereby deleted in its entirety.
3. Article 1, Section 1 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

"1. Project. Developer intends to construct, or cause to be constructed, a retail development consisting of a Buc-ee's travel center being no more than fifty-four thousand (54,000) square feet of building area and providing no more than one hundred (100) gas and/or diesel fueling

positions, serving 100 vehicles, and twenty-six (26) or more electric vehicle charging stations, as permitted, on the Property (the “**Project**”). Developer shall create within twelve (12) months of the opening of the Project to the public and maintain during the Project Term (defined in Article II, 1a) an average, annualized minimum of two hundred (200) full-time equivalent jobs at the Project. No tractor-trailer, commonly referred to as semi-truck or eighteen-wheelers, vehicles shall be permitted to be served at or on the Project, except those vehicles required for delivery and service to the store. The Project shall be developed generally in accordance with the Site Plan attached hereto as Exhibit B.”

4. Article 1, Section 2 of the Original Agreement which is therein titled ‘Supplemental Project’ is hereby deleted in its entirety.
5. Article II, Section 2 of the Original Agreement which is therein titled ‘Supplemental Project Economic Development Grant’ is hereby deleted in its entirety
6. Article II, Section 3 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“3. Extension of Utilities to the Property

A. Extension of Water to the Property. The City warrants and represents that it has, at the City’s sole cost and expense, extended or caused to be extended to the southwestern Property boundary a water main no less than twelve inches (12") in diameter, and made such line available for connection by Developer, as shown on Exhibit G (the "**Water Extension**"). The City shall be wholly responsible for the installation, operation, maintenance, and costs thereof, of the Water Extension and any necessary off-Property water main looping. Except for the Water Extension and off-Property water main looping, Developer shall be wholly responsible for installation and costs of water main extensions and looping on the Property per approved plans.

B. Extension of Sanitary Sewer, Electric, and Gas to the Property. City shall, at the City’s sole cost and expense, for purposes of serving the full development and use of the Property for the Project:

(i) Prior to the commencement by Developer of vertical improvements on the Project, extend (or cause to be extended) to the northwestern Property boundary line and make available for connection by Developer a sanitary sewer main being no less than twelve (12) inches in diameter (the “Sewer Extension”), such sanitary sewer main shall be located as depicted on Exhibit G;

(ii) Prior to the commencement by Developer of vertical improvements to the Project, provide (or cause to be provided) to the eastern Property boundary line and make available for connection, a 3-phase overhead primary electric distribution line, such electric distribution line shall be located as depicted on Exhibit G; and

(iii) Prior to the commencement by Developer of vertical improvements to the Project, provide (or cause to be provided) to the eastern Property boundary line and make available for connection a 6-inch natural gas distribution main capable of providing a service flow no less than 776 cfm at 5 psi, such location of the natural gas distribution main shall be located as depicted on Exhibit G.

C. Developer may commence site grading, upon approval of a city grading permit for the site area, provided such activities do not conflict with the operation or maintenance of existing utilities prior to their abandonment.

D. Developer shall be responsible for all costs associated with providing any underground electric lines to serve the Property.

E. Developer shall be responsible for coordinating relocation/removal of all telecoms as necessary on utility poles serving the property to ensure timely removal.”

7. Article II, Section 4 of the Original Agreement which is therein titled ‘Credit Towards City Fees’ is hereby deleted in its entirety.
8. Article II, Section 5 of the Original Agreement is hereby amended to add, to the end of the section, the following sentence:

“The Parties acknowledge that the transfer of the TxDot Tract to Developer has been completed as evidenced by the instrument recorded at 383691 of the Official Public Records of Kendall County, Texas.”

9. Article II, Section 6 of the Original Agreement is hereby amended to add, to the end of the section, the following:

“The Parties acknowledge that the transfer of right-of-way from the Texas Department of Transportation to the City has been completed as evidenced by the instrument recorded at Document No. 389403 of the Official Public Records of Kendall County, Texas.

The extension of Buc-ee’s Way ROW shall be as set forth below:

A. Developer shall commence sitework for the Buc-ee's Way ROW improvements upon approval of final plat by the Planning & Zoning Commission and issuance of a Construction Release Permit.

B. The City shall reimburse Developer for costs incurred in the construction of the Buc-ee's Way ROW improvements, including roadway and drainage improvements, per Article II, Section 8 of this Agreement.

C. Any new signage modifications within TxDOT right-of-way required for Buc-ee's Way ROW improvements shall be at Developer's sole cost and expense.

D. Any traffic signal modifications within TxDOT right-of-way required for Buc-ee's Way ROW improvements shall be at Developer's sole cost and expense.

E. Developer shall dedicate the right-of-way as "Buc-ee's Way," with the final plat of the project. The official naming of the right-of-way as "Buc-ee's Way" is a material consideration for Developer's agreements herein, particularly the sign height reduction specified in Article III, Section 3 of this Agreement.

F. The City shall process any necessary zoning corrections for the TxDOT right-of-way tract to ensure consistency with the Project's zoning requirements."

10. Article II, Section 7 of the Original Agreement which is therein titled 'Texas Capital Fund Grant' is hereby deleted in its entirety.

11. Article II, Section 8 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

"8. Funding for Improvements.

A. Developer shall procure bids for the Sewer Extension and Buc-ee's Way ROW improvements in accordance with Chapter 252 of the Texas Local Government Code, subject to City concurrence on bid form and advertisement.

B. Developer shall provide the City with anticipated costs based on accepted bids.

C. Developer shall separately account for costs of the Sewer Extension and Buc-ee's Way ROW improvements (the "**Cost of Work**") in periodic pay applications submitted to the City for review.

D. Within thirty (30) days of receipt of each pay application, the City shall either approve by written acceptance or request specific additional information or revisions.

E. Upon final completion and City acceptance of the Sewer Extension and Buc-ee's Way ROW improvements, Developer shall submit a statement of final Cost of Work.

F. Within thirty (30) days of receipt, the City shall either approve such statement by a final acceptance letter ("**Final Acceptance Letter**") or request specific additional information or revisions and, upon receipt of such required additional information, issue a Final Acceptance Letter.

G. The Cost of Work as set forth in the Final Acceptance Letter shall be paid by the City to Developer in no more than five (5) equal annual installments (each an "**Annual Reimbursement Payment**"), subject to annual budget appropriation and available funds.

H. The City shall pay the first Annual Reimbursement Payment within thirty (30) days following the date of the Final Acceptance Letter, with subsequent payments due annually thereafter until the Cost of Work is paid in full. Prepayment is allowed.

12. Article III, Section 1 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“1. Conveyance of Buc-ee’s Way ROW. Developer shall dedicate the Buc-ee’s Way Right of Way to the public as ‘Buc-ee’s Way’ with the final plat of the Project.”

13. Article III, Section 2 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“2. Conveyance of Utility Easements. Developer shall dedicate the utility easements, as generally depicted on Exhibit G attached hereto and made a part or as otherwise approved by Developer and City, to the public with the final plat of the Project.”

14. Article III, Section 3 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“3. Open Space Park Land and Developer Enhancements.

A. Prior to opening the Project to the public, Developer shall dedicate approximately nine (9) acres of open space as park land to the City, the exact acreage and location to be shown on the final plat.

B. In addition to the park land dedication, Developer agrees to provide the following enhancements to the Project prior to opening the Project to the public:

(i) **Sign Plan:** Developer shall reduce the height of the planned freestanding sign from seventy-five feet (75') to sixty feet (60') above finished grade per the grading plans as of the date of execution of this Amendment and as shown on Exhibit X, contingent upon: (1) the City's official acceptance of Buc-ee's Way right-of-way by plat, and (2) the inclusion of green exit signs, per TxDOT requirements for guide signs, for Buc-ee's Way at applicable locations in both directions on Interstate 10;

(ii) **Security Fencing:** Developer shall install eight-foot (8') security fencing of material complying with City standards along the rear property line of the Property discouraging pedestrian access from Buc-ee’s to the city-owned open space along Suggs Creek as shown on Exhibit Y. An 8 ft. black woven wire fence with a 16 ft. wide gated access to the dedicated open space is recommended;

(iii) **Enhanced Landscaping:** As shown on Exhibit Y, attached hereto, Developer is providing enhanced landscaping and planting areas that incorporate native, drought tolerant plant selections throughout the Property which exceeds the

City's minimum landscaping requirements. Unless utility or drainage conflicts exist, the final landscape design shall closely represent the more detailed plan sheets previously approved by the City of Boerne Design Review Committee Creative Alternative (2021-1009) on 12/9/2021. Tree preservation efforts exceed both the 2019 Zoning Ordinance and current UDC tree preservation requirements. The preservation of existing onsite trees and planting trees above minimum tree planting requirements result in no fee in lieu of mitigation payments by Developer to the Tree Restoration Fund;

(iv) **Site Lighting Plan:** Developer shall implement the site lighting plan previously approved under City review authority and attached as Exhibit Z which includes dark-sky compliant fixtures and prevents light spillage to adjacent properties. The Site Lighting Plan incorporates the Illuminating Engineering Society's (IES) recommended lighting levels for parking facilities and gas station canopies, and the incorporation of IES recommendations results in compliance with current UDC Dark Sky Regulations.

(v) **HVAC Condensate Recovery System:** Developer shall install and maintain an HVAC condensate recovery and irrigation system to promote water conservation at the Project, subject to City review authority.

15. The fifth line of Article III, Section 4 of the Original Agreement is hereby amended to delete the words "and the Supplemental Project". The seventh line of Article III, Section 4 of the Original Agreement is hereby amended to delete the words "and/or Supplemental Project[s]". The eighth line of Article III, Section 4 of the Original Agreement is hereby amended to delete the words "or Supplemental Project City Payment".
16. A new Section 6 is hereby added to Article III of the Original Agreement to provide in its entirety as follows:

"6. Construction Timeline. Developer shall commence construction of the Project by the date that is later of (i) eighteen (18) months from the Amendment Effective Date and (ii) thirty (30) days after issuance of all permits required to commence construction of the Project (the "Commencement Date") and shall complete construction and open the Project to the public within thirty-six (36) months of the Commencement Date, subject to *force majeure* provisions contained herein."
17. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original.
18. **Authority.** Each Party represents and warrants that it is duly authorized to enter into this Amendment and that the persons executing this Amendment on behalf of each Party have the authority to do so. Failure to commence construction within the required period shall constitute default unless extended by written agreement of the Parties due to force majeure or other mutually agreed cause.

19. **Terms.** Terms that are capitalized but not defined in this Amendment shall have the meaning as defined in the Agreement.
20. **Agreement.** Except as modified by this Amendment, the Agreement shall remain in full force and effect and the Parties affirm the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Economic Development Agreement as of the date first written above.

CITY OF BOERNE, TEXAS

By: _____

Ben Thatcher, City Manager

ATTEST:

Lori Carroll, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

BUC-EE'S, LTD.

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

By: _____

Name: _____ Title: _____

EXHIBITS

Exhibit A - Property Description

Exhibit B - Site Plan

Exhibit C - TxDot Tract Legal Description

Exhibit E - Buc-ee's Way ROW Legal Description

Exhibit G - Utility Extension Locations

Exhibit X - Sign Plan (60' Height)

Exhibit Y - Landscaping and Fencing Plan

Exhibit Z - Site Lighting Plan

EXHIBIT A
Property Description

METES AND BOUNDS DESCRIPTION FOR A 17.54 ACRE TRACT (764,172 SQ. FT.)

A **17.54 acre** tract of land, out of the John Small Survey No. 183, Abstract 441, Kendall County, Texas, being all of a called 2.873 acre tract as described to Buc-ee's, LTD. of record in Document Number 2023-383691 of the Official Public Records of Kendall County, Texas (O.P.R.), and a portion of a called 24.6833 acre tract as described to Buc-ee's, LTD. of record in Volume 1547, Page 937, O.P.R., and being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod on the southwest right-of-way (R.O.W.) line of IH-10 Frontage Road (width varies) for the east corner of a called 313.40 acre tract as described to Balous T. Miller of record in Volume 411, Page 499, O.P.R., being the north corner of said called 24.6833 acre tract and the tract described herein;

THENCE: with the common line of the southwest R.O.W. line of said IH-10 Frontage Road and said called 24.6833 acre tract and a curve to the **right** having an arc length of **93.95 feet**, a radius of **663.10 feet**, a delta angle of **08°07'04"** and chord bears, **S 40°38'50" E**, distance of **93.87 feet** to a found TXDOT Monument Type II for the northwest corner of said called 2.873 acre tract and a point of tangency of the tract described herein;

THENCE: S 49°20'09" E, with the common line of the southwest R.O.W. line of said IH-10 Frontage Road and said called 2.873 acre tract, a distance of **450.81 feet** to a found TXDOT Monument Type II, for the northeast corner of a called 1.934 acre tract as described to the City of Boerne in Document Number 2024-389403, O.P.R., the northwest corner of said called 2.873 acre tract and the tract described herein;

THENCE: with the common line of said called 2.873 acre tract and said called 1.934 acre tract the following eight **(8)** courses and distances:

1. **S 01°36'00" W**, a distance of **76.63 feet** to a found ½" iron rod with a blue plastic cap stamped "COLLIERS PROP CORNER" (FIR) for a point of curvature to the left of the tract described herein,
2. with a curve to the **left** having an arc length of **142.55 feet**, a radius of **757.75 feet**, a delta angle of **10°46'42"** and chord bears, **S 03°47'21" E**, distance of **142.34 feet** to an FIR for a point of tangency of the tract described herein,
3. **S 18°28'43" E**, a distance of **25.88 feet** to an FIR for a point of curvature to the left of the tract described herein,

4. with a curve to the **left** having an arc length of **109.79 feet**, a radius of **754.00 feet**, a delta angle of **08°20'35"** and chord bears, **S 15°17'27" E**, distance of **109.70 feet** to a set ½" iron rod with a blue plastic cap stamped "COLLIERS PROP CORNER" (SIR) for a point of compound curvature of the tract described herein,
5. with a curve to the **left** having an arc length of **13.48 feet**, a radius of **90.00 feet**, a delta angle of **08°34'47"** and chord bears, **S 23°45'09" E**, distance of **13.46 feet** to an FIR for a point of compound curvature of the tract described herein,
6. with a curve to the **left** having an arc length of **126.08 feet**, a radius of **109650.09 feet**, a delta angle of **00°03'57"** and chord bears, **S 28°03'33" E**, distance of **126.08 feet** to an FIR for a point of tangency of the tract described herein,
7. **S 29°41'06" E**, a distance of **109.11 feet** to a found ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the tract described herein,
8. with a curve to the **right** having an arc length of **84.54 feet**, a radius of **456.02 feet**, a delta angle of **10°37'17"** and chord bears, **S 24°22'26" E**, a distance of **84.42 feet** to an FIR for an interior angle of said 24.683 acre tract;

THENCE: through said 24.6833 acre tract, continuing with a curve to the **right** having an arc length of **153.72 feet**, a radius of **456.02 feet**, a delta angle of **19°18'52"** and chord bears, **S 09°24'21" E**, a distance of **153.00 feet** to an SIR on the north line of a called 5.218 acre tract as described to Balous Miller of record in Volume 1344, Page 948, O.P.R. for the southeast corner of the tract described herein;

THENCE: **N 89°35'18" W**, with the common line of said called 24.6833 acre tract and said called 5.218 acre tract, a distance of **77.15 feet** to a found ½" iron rod for the northwest corner of said called 5.218 acre tract and the northeast corner of a called 5.534 acre tract as described to Balous Miller in Volume 1344, Page 956, O.P.R., for an angle point of said called 24.6833 acre tract and the tract described herein;

THENCE: with the common line of said called 24.6833 acre tract, said called 5.534 acre tract the following two **(2)** courses and distances:

1. **N 89°31'39" W**, a distance of **525.08 feet** to an FIR for an angle point of said called 24.683 acre tract and the tract described herein,
2. **N 89°37'00" W**, a distance of **91.68 feet** to an SIR for the most southerly southwest corner of the tract described herein;

THENCE: through said called 24.6833 acre tract the following six **(6)** courses and distances:

1. **N 00°23'00" E**, a distance of **50.00 feet** to an SIR for an interior corner of the tract described herein,
2. **N 89°37'00" W**, a distance of **300.00 feet** to an SIR for a the most westerly southwest corner of the tract described herein,
3. **N 17°16'16" E**, a distance of **331.84 feet** to an SIR for an angle point of the tract described herein,
4. **N 18°14'10" W**, a distance of **329.97 feet** to an SIR for an angle point of the tract described herein,
5. **N 45°11'07" E**, a distance of **263.17 feet** to an SIR for an angle point of the tract described herein,
6. **N 01°27'18" E**, a distance of **216.29 feet** to an SIR on the common line of said called 24.6833 acre tract and said called 313.40 acre tract for the northwest corner of the tract described herein;

THENCE: N 68°33'23" E, with the common line of the said called 24.6833 acre tract and said called 313.40 acre tract, a distance of **193.38 feet** to the **POINT OF BEGINNING**, containing **17.54 acres**, 764,172 square feet more or less, in Kendall County, Texas. Basis of bearings is based on the Texas State Plane South Central Zone, 4204, North American Datum of 1983 (NAD83).



Corey Campbell
Registered Professional Land Surveyor No. 7076
State of Texas
Firm No. 10194550



12/19/2025

Date

Job No.: 23000164A
Prepared by: Colliers Engineering and Design
Date: December 18, 2025
File: S:\Draw 2017\17-089 Buc-ee's #41 – IH10, Boerne\DOCS\2025-11-13 17.54 AC.docx

[illegible]

EXHIBIT C
TxDOT Tract

**DESCRIPTION FOR
A 3.210 ACRE TRACT
SURPLUS SOUTH TRACT NO. 3A**

A **3.210 acre (139,843 square feet)** tract of land in the John Small Survey, Section No. 183, Abstract No. 441, City of Boerne, Kendall County, Texas, and being a portion of that called 12.663 acre tract of land as conveyed from Louise E. Storms, et al to the State of Texas and recorded in Volume 89, Page 632 in the Deed Records of Kendall County (D.R.), and also being a portion of that called 11.361 acre tract of land as conveyed from William W. Storms, et ux to the State of Texas and recorded in Volume 85, Page 507 in the D.R., said 3.210 acre tract being more particularly described by metes and bounds as follows:

COMMENCING a ½" iron rod found at the most easterly corner of a called 24.683 acre tract of land as conveyed to Buc-ee's, LTD and recorded in Volume 1547, Page 937 in the Official Records of Kendall County (O.R.K.C.), in the southwesterly right-of-way line of Interstate Highway 10;

THENCE N 76°28'17" W along the northeasterly line of said 24.683 acre tract and southwesterly right-of-way line of Interstate Highway 10 (IH-10), a distance of 49.80 feet to a set Texas Department of Transportation monument Type III (hereinafter referred to as TXDOT III**), for the southeasterly corner of Tract No. 3B (to be dedicated by separate instrument);

THENCE N 76°28'17" W continuing along the northeasterly line of said 24.683 acre tract and the southwesterly right-of-way line of IH-10, a distance of 231.12 feet to a ½" iron rod with a blue cap stamped "COLLIERS PROP CORNER" (hereinafter referred to as SIR) set for the southwesterly corner of said Tract No. 3B and the most southerly corner of this 3.210 acre tract to be cited as TRACT NO. 3A, same point being the **POINT OF BEGINNING** and having Surface Coordinates of N =13827899.22 E = 2058395.04 with a combined scale factor of 0.99982606068;

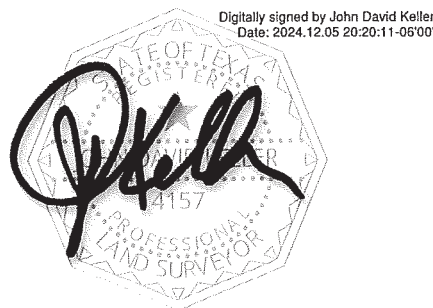
1. **THENCE N 76°28'17" W** continuing along the common line of said 24.683 acre tract and the southwesterly right-of-way line of IH-10 for a distance of **193.90 feet** to a TXDOT Type I Monument found for the beginning of a non-tangent curve to the left for the southeasterly corner of Tract No. 2 (to be dedicated by separate instrument);
2. **THENCE** across and through the 11.361 acre tract and said 12.663 acre tract, along the easterly line of said Tract No. 2 on a non-tangent curve concave southwesterly and to the **left**, having an arc length of **187.51 feet**, a radius of **566.00 feet**, a delta angle of **18°58'54"** with a chord bearing and distance of **N 20°11'33" W - 186.65 feet** to a SIR at a point of tangency;
3. **THENCE N 29°41'06" W** for a distance of **98.50 feet** to a SIR for the beginning of a curve to the right;

PAGE 1 OF 4

4. **THENCE** along the easterly line of said Tract No. 2 on a curve concave northeasterly and to the **right** having an arc length of **25.04 feet**, a radius of **100.00 feet**, a delta angle of **14°20'49" W** with a chord bearing and distance of **N 22°30'41" W - 24.97 feet** to a SIR at the point of tangency;
5. **THENCE N 15°20'17" W** for a distance of **197.27 feet** to a SIR for the beginning of a curve to the right;
6. **THENCE** along a curve concave southeasterly and to the **right** having an arc length of **49.70 feet**, a radius of **35.00 feet**, a delta angle of **81°21'17"** with a chord bearing and distance of **N 25°20'26" E - 45.63 feet** to a SIR at the point of tangency;
7. **THENCE N 66°01'10" E** for a distance of **38.44 feet** to a set TXDOT III**, on the southwesterly line of the proposed right of way line of Interstate Highway 10 (IH-10) at the baseline station of 139+85.80 of said IH-10, whence a TXDOT III** bears N 52°12'12" W - 256.53 feet;
8. **THENCE S 49°20'09" E** along the proposed IH-10 southwesterly right of way line for a distance of **609.55 feet** to a SIR, same point being the northerly corner of said Tract No. 3B;
9. **THENCE S 40°36'35" W** along the common line of this 3.210 acre tract and said Tract No. 3B for a distance of **235.91 feet** to the **POINT OF BEGINNING**.

Said tract contains 3.210 acres of land, as calculated and described being situated in the City of Boerne, Kendall County, Texas. This survey was performed on the ground by Colliers Engineering and Design.

** The monument described and set may be replaced with a Txdot Type II right-of-way marker upon completion of the highway construction project under the supervision of a registered professional land surveyor, either employed or retained by Txdot.



Job No.: 17-089
Prepared by: KFW Surveying
Date: February 19, 2024
Revised: October 22, 2024

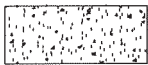
File: S:\Draw 2017\17-089 Buc-ee's #41-IH 10 , Boerne\DOCS\17-089 3.21 AC SURPLUS 3A KNM.docx

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF BOERNE AND KENDALL COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
5. ADJOINERS SHOWN HEREON ARE PER CURRENT KENDALL COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.
6. ALL UTILITIES AND IMPROVEMENTS SHOWN HEREON WERE FIELD COLLECTED ON 2/19/2024.
7. NORTH ARROW, LEGEND, NOTES, AND CERTIFICATION APPLY TO ALL SHEETS.
8. COORDINATES SHOWN ARE SURFACE COORDINATES.

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "COLLIERS PROP CORNER"
- ⊗ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT TYPE I OR TYPE II AS NOTED
- ⊗ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT TYPE III AS NOTED
- O.R.K.C. OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS
- D.R.K.C. DEED RECORDS OF KENDALL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊞ EBOX ELECTRIC BOX
- ⊞ GV GAS VALVE
- EP EDGE OF PAVEMENT
- PROW PROPOSED RIGHT-OF-WAY
- ⊞ UKV UNKNOWN VALVE
- ⊞ TPED TELEPHONE PEDASTAL
- ⊞ PP POWER POLE
- ⊞ LP LIGHT POLE



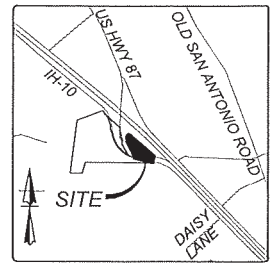
CONCRETE

Line Table

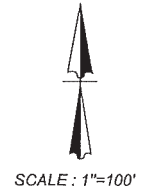
LINE #	LENGTH	DIRECTION
L1	193.90'	N76°28'17"W
L2	98.50'	N29°41'06"W
L3	197.27'	N15°20'17"W
L4	38.44'	N66°01'10"E

OWNERSHIP TABLE

- A CALLED 24.683 ACRES
BUC-EE'S, LTD
(VOL. 1547 PG. 937 O.R.K.C.)
RECORDED 10/25/2016
- B CALLED 5.534 ACRES
BALOUS MILLER
(VOL. 1344 PG. 956 O.R.K.C.)
RECORDED 12/28/2012
- C CALLED 5.218 ACRES
BALOUS MILLER
(VOL. 1344 PG. 948 O.R.K.C.)
RECORDED 12/28/2012
- D BUC-EE'S, LTD
CALLED 2.873 ACRES
Doc No. 2023-383691
RECORDED: 09/27/2023
- E CITY OF BOERNE, TEXAS
SURPLUS TRACT 2
Doc. No. 2024-389403 O.R.K.C.
RECORDED 05/30/2024



LOCATION MAP
NOT-TO-SCALE



Curve Table

Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	187.51'	565.84'	018°59'13"	N20°11'29"W	186.65'
C2	25.04'	100.00'	014°20'49"	N22°30'41"W	24.97'
C3	49.70'	35.00'	081°21'27"	N25°20'26"E	45.63'

STATE OF TEXAS:
COUNTY OF BEXAR:

I, J.D. KELLER, DO HEREBY CERTIFY TO THAT THIS TITLE SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION. THE FIELDWORK WAS COMPLETED ON 02/02/2024.

Digitally signed by John David Keller
Date: 2024.12.04 12:08:57-06'00'



J.D. KELLER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4157
EMAIL: JD.KELLER@COLLIERSENG.COM
DATE OF SURVEY: 09/11/2024
REVISED: 10/22/2024, 12/04/2024
PROJECT NO.: 17-089



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EXHIBIT OF
FOR
3.210 ACRE (139,843
SQUARE FEET) TRACT NO.
3A, SITUATED IN JOHN
SMALL SURVEY NO. 183,
ABSTRACT NO. 441,
KENDALL COUNTY, TEXAS



PROTECT YOURSELF
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Parkway
San Antonio, TX 78231
Phone: 210.979.8444
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TEXAS REG. # 44554
TERRIS FRY # 10124650

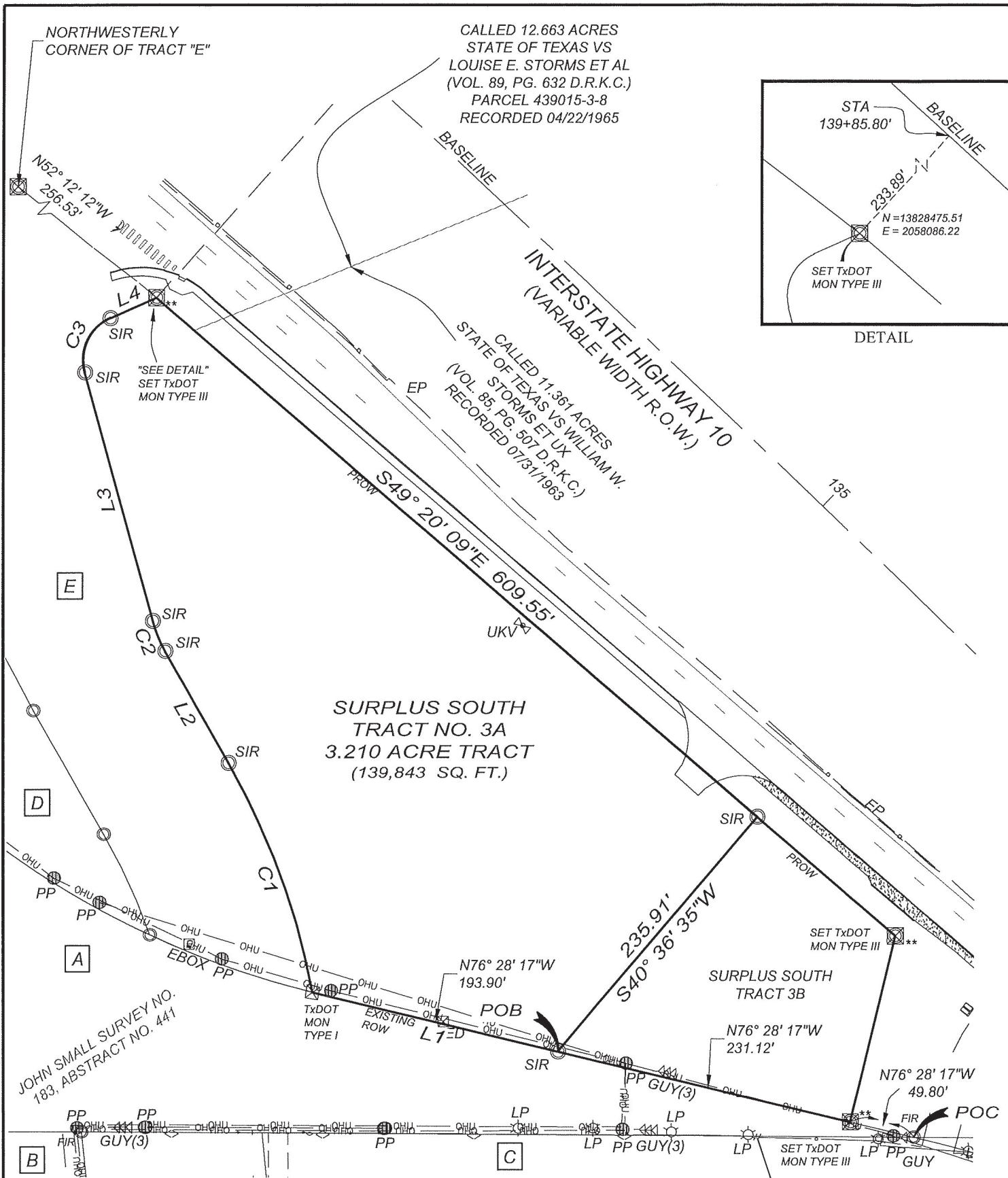
REPORT
TITLE

SCALE: AS SHOWN DATE: 2/19/24 DRAWN BY: MSN CHECKED BY: TCP
PROJECT NUMBER: 17-089 DRAWING NAME: BS17-089 BUC-EE'S #41-IH10-3A-M

SHEET TITLE:

SHEET NUMBER: 17
03 of 04

uc-eps #41-JH 10, Boone\BS17-089 Buc-ees #41-JH10-MN.dwg\TXDOT Tract 3 A-B By: KIMBERLY MARTIN



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EXHIBIT OF
FOR
3.210 ACRE (139,843 SQUARE
FEET) TRACT NO. 3A,
SITUATED IN JOHN SMALL
SURVEY NO. 183, ABSTRACT
NO. 441, KENDALL COUNTY,
TEXAS



Before you dig,
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TITLES FORM # 10124150

REPORT
TITLE

SCALE: AS SHOWN	DATE: 2/19/24	DRAWN BY: MSN	CHECKED BY: TCP
PROJECT NUMBER: 17-089		DRAWING NAME: BS17-089 BUC-EES #41-JH10-MN	

SHEET TITLE:

SHEET NUMBER: 18
04 of 04

**DESCRIPTION FOR
A 0.7660 ACRE TRACT
SURPLUS SOUTH TRACT NO. 3B**

A **0.7660 acre (33,366 square feet)** tract of land in the John Small Survey, Section No. 183, Abstract No. 441, City of Boerne, Kendall County, Texas, and being a portion of that called 12.663 acre tract of land as conveyed from Louise E. Storms, et al to the State of Texas and recorded in Volume 89, Page 632 in the Deed Records of Kendall County (D.R.), and also being a portion of that called 11.361 acre tract of land as conveyed from William W. Storms, et ux to the State of Texas and recorded in Volume 85, Page 507 in the D.R., said 0.7660 acre tract being more particularly described by metes and bounds as follows:

COMMENCING a ½" iron rod found at the most easterly corner of a called 24.683 acre tract of land as conveyed to Buc-ee's, LTD and recorded in Volume 1547, Page 937 in the Official Records of Kendall County (O.R.K.C.), in the southwesterly right-of-way line of Interstate Highway 10;

THENCE N 76°28'17" W along and with the northeasterly line of said 24.683 acre tract and the southwesterly right-of-way line of Interstate Highway 10, a distance of 49.80 feet to a set Texas Department of Transportation monument Type III ** (hereinafter referred to as TXDOT III) for the **POINT OF BEGINNING** of this 0.7660 tract described herein and having Surface Coordinates of N =13827845.15 E = 2058619.75 with a combined scale factor of 0.99982606068;

1. **THENCE N 76°28'17" W** continuing along and with the northeasterly line of said 24.683 acre tract and the southwesterly right-of-way line of Interstate Highway 10 for a distance of **231.12 feet** to a ½" iron rod with a blue cap stamped "COLLIERS PROP CORNER" set for the southeasterly corner of Tract No. 3A (to be dedicated by separate instrument), whence a found TXDOT Type I Monument bears N 76°28'17" W - 193.90 feet;
2. **THENCE: N 40°36'35" E**, with the southeasterly line of a 3.210 acre tract and the northwesterly line of this 0.7660 acre tract for a distance of **235.91 feet** to a ½" iron rod with a blue cap stamped "COLLIERS PROP CORNER" set on the proposed right-of-way line of Interstate Highway 10 (IH-10), for the easterly corner of the 3.210 acre tract (to be cited as Tract No. 3A dedicated by separate instrument);

3. **THENCE S 49°20'09" E** along the proposed southwesterly right of way line of IH-10 for distance of **139.36 feet** to a set TXDOT III **;
4. **THENCE S 13°38'33" W** for a distance of **146.49 feet** to the **POINT OF BEGINNING**.

Said tract contains 0.7660 acres of land, as calculated and described as situated in the City of Boerne, Kendall County, Texas. This survey was performed on the ground by Colliers Engineering and Design.

** The monument described, and set may be replaced with a Txdot Type II right-of-way marker upon completion of the highway construction project under the supervision of a registered professional land surveyor, either employed or retained by Txdot.



Job No.: 17-089
Prepared by: KFW Surveying
Date: February 19, 2024
Revised: October 22, 2024

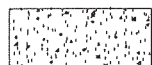
File: S:\Draw 2017\17-089 Buc-ee's #41-IH 10 , Boerne\DOCS\17-089 0.7660 AC SURPLUS 3B KNM.docx

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF BOERNE AND KENDALL COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
5. ADJOINERS SHOWN HEREON ARE PER CURRENT KENDALL COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.
6. ALL UTILITIES AND IMPROVEMENTS SHOWN HEREON WERE FIELD COLLECTED ON 2/19/2024.
7. NORTH ARROW, LEGEND, NOTES, AND CERTIFICATION APPLY TO ALL SHEETS.
8. COORDINATES SHOWN ARE SURFACE COORDINATES.

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "COLLIERS PROP CORNER"
- ⊗ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT TYPE I OR TYPE II AS NOTED
- ⊗ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT TYPE III AS NOTED
- O.R.K.C. OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS
- D.R.K.C. DEED RECORDS OF KENDALL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊞ EBOX ELECTRIC BOX
- ⊞ GV GAS VALVE
- EP EDGE OF PAVEMENT
- PROW PROPOSED RIGHT-OF-WAY
- ⊞ UKV UNKNOWN VALVE
- ⊞ TPED TELEPHONE PEDASTAL
- ⊞ PP POWER POLE
- ⊞ LP LIGHT POLE



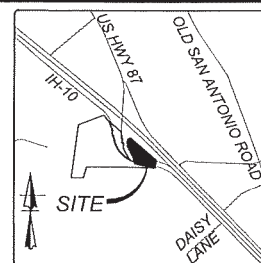
CONCRETE

Line Table

LINE #	LENGTH	DIRECTION
L1	231.12'	N76°28'17"W
L2	139.36'	S49°20'09"E
L3	146.49'	S13°38'33"W

OWNERSHIP TABLE

- A CALLED 24.683 ACRES
BUC-EE'S, LTD
(VOL. 1547 PG. 937 O.R.K.C.)
RECORDED 10/25/2016
- B CALLED 5.534 ACRES
BALOUS MILLER
(VOL. 1344 PG. 956 O.R.K.C.)
RECORDED 12/28/2012
- C CALLED 5.218 ACRES
BALOUS MILLER
(VOL. 1344 PG. 948 O.R.K.C.)
RECORDED 12/28/2012
- D BUC-EE'S, LTD
CALLED 2.873 ACRES
Doc No. 2023-383691
RECORDED: 09/27/2023
- E CITY OF BOERNE, TEXAS
SURPLUS TRACT 2
Doc. No. 2024-389403 O.R.K.C.
RECORDED 05/30/2024



LOCATION MAP
NOT-TO-SCALE



SCALE: 1"=100'



STATE OF TEXAS:
COUNTY OF BEXAR:

I, J.D. KELLER, DO HEREBY CERTIFY TO THAT THIS TITLE SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION. THE FIELDWORK WAS COMPLETED ON 02/02/2024.

Digitally signed by John David Keller
Date: 2024.12.04 12:10:20-06'00'



J.D. KELLER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4157
EMAIL: JD.KELLER@COLLIERSENG.COM
DATE OF SURVEY: 09/11/2024
REVISED: 10/22/2024, 12/04/2024
PROJECT NO.: 17-089



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EXHIBIT OF
FOR
0.7660 ACRE (33,366
SQUARE FEET) TRACT NO.
3B, SITUATED IN JOHN
SMALL SURVEY NO. 183,
ABSTRACT NO. 441,
KENDALL COUNTY, TEXAS



PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION
OF EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE
STATE REQUIRED FILE NUMBER
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
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San Antonio, TX 78231
Phone: 210.979.8444
COLLIERS ENGINEERING & DESIGN, INC.
10155 JUNE 11, 2022
TIFTS PDR-01010450

REPORT
TITLE

SCALE: AS SHOWN	DATE: 2/19/24	DRAWN BY: MSN	CHECKED BY: TCP
PROJECT NUMBER: 17-089		DRAWING NAME: BS17-089 BUC-EES #441-18110-3B	

SHEET TITLE:

SHEET NUMBER: 21
03 of 04

**FIELD NOTES
FOR SURPLUS NORTH
A 2.85 ACRE TRACT**

A **2.85 acre** tract of land, out of the John Small Survey, Section No. 183, Abstract No. 441, Kendall County, Texas, being a portion of a proposed TXDOT Surplus right-of-way, and being more particularly described by metes and bounds as follows:

COMMENCING at a found $\frac{1}{2}$ " iron rod in the current southwest line of IH-10, a variable width right-of-way, for the east corner of a called 313.40 acre tract conveyed to Balous T. miller, of record in Volume 411, Page 499, of the official Records of Kendall County, Texas, the north corner of a called 24.683 acre tract conveyed to Buc-ee's, Ltd., of record in Volume 1547, Page 937, of the official Records of Kendall County, Texas, from which a found TXDOT Type I Monument bears along a curve to the left having a radius of 663.10 feet, an arc length of 75.85 feet, a delta angle of $006^{\circ}33'14''$ and a chord bears $N 47^{\circ}57'34'' W$, a distance of 75.81 feet;

THENCE: $S 68^{\circ}33'23'' W$, leaving the current southwest line of IH-10, along and with the southeast line of the 313.40 acre tract, the northwest line of the 24.683 acre tract, a distance of 16.04 feet to a point on the proposed southwest right-of-way line of IH-10, as supplied by HALFF on March 8, 2018 per the Plans Of Proposed State Highway Improvement, Project No. C 72-6-75, per Page 6, as signed by Johnny L. Clayton, License No. 107215, on 12/12/17, for the proposed north corner of the Buc-ee's tract, from which a found $\frac{1}{2}$ " iron rod bears $S 68^{\circ}33'23'' W$, a distance of 571.26 feet for the northwest corner of the 23.683 acre tract;

THENCE: $S 49^{\circ}20'09'' E$, leaving the southeast line of the 313.40 acre tract, the northwest line of the 24.683 acre tract, over and across the 24.683 acre tract, along and with the proposed southwest right-of-way line of IH-10, the proposed northeast line of the Buc-ee's tract, a distance of 100.30 feet to a point on the current southwest right-of-way line of IH-10, the current northeast line of the 24.683 acre tract for the northwest corner, and **POINT OF BEGINNING** of the tract described herein;

THENCE: $S 49^{\circ}20'09'' E$, continuing along and with the proposed southwest right-of-way line of IH-10, the proposed northeast line of the Buc-ee's tract, a distance of **450.81 feet** to a point for the northeast corner of the tract described herein;

THENCE: leaving the proposed southwest right-of-way line of IH-10, the proposed northeast line of the Buc-ee's tract, into and across the current IH-10 right-of-way the following five (5) courses:

1. **$S 02^{\circ}29'27'' W$** , a distance of **59.39 feet** to a point for a point of curvature to the left of the tract described herein,
2. With the curve to the left having a radius of **809.00 feet**, an arc length of **298.14 feet**, a delta angle of **$021^{\circ}06'55''$** and a chord bears **$S 08^{\circ}04'01'' E$** , a distance of **296.46 feet** to a point for the end of curve of the tract described herein,
3. **$S 34^{\circ}51'27'' E$** , a distance of **63.33 feet** to a point for a point of curvature to the left of the tract described herein,

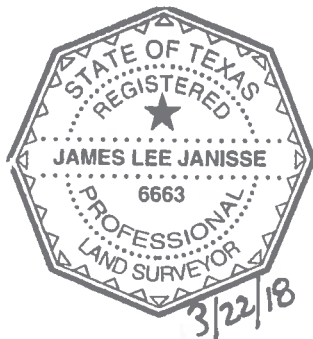
4. With the curve to the left having a radius of **814.25 feet**, an arc length of **156.06 feet**, a delta angle of **010°58'53"** and a chord bears **S 27°50'32" E**, a distance of **155.82 feet** to a point for a reverse curve to the right of the tract described herein, and
5. With the curve to the right having a radius of **456.00 feet**, an arc length of **113.57 feet**, a delta angle of **014°16'12"** and a chord bears **S 26°11'53" E**, a distance of **113.28 feet** to a point in the current southwest right-of-way line of IH-10, the current northeast line of the 24.683 acre tract, for a point of curvature to the right and the southeasterly corner of the tract described herein;

THENCE: along and with the current southwest right-of-way line of IH-10, the current northeast line of the 24.683 acre tract the following three (3) courses:

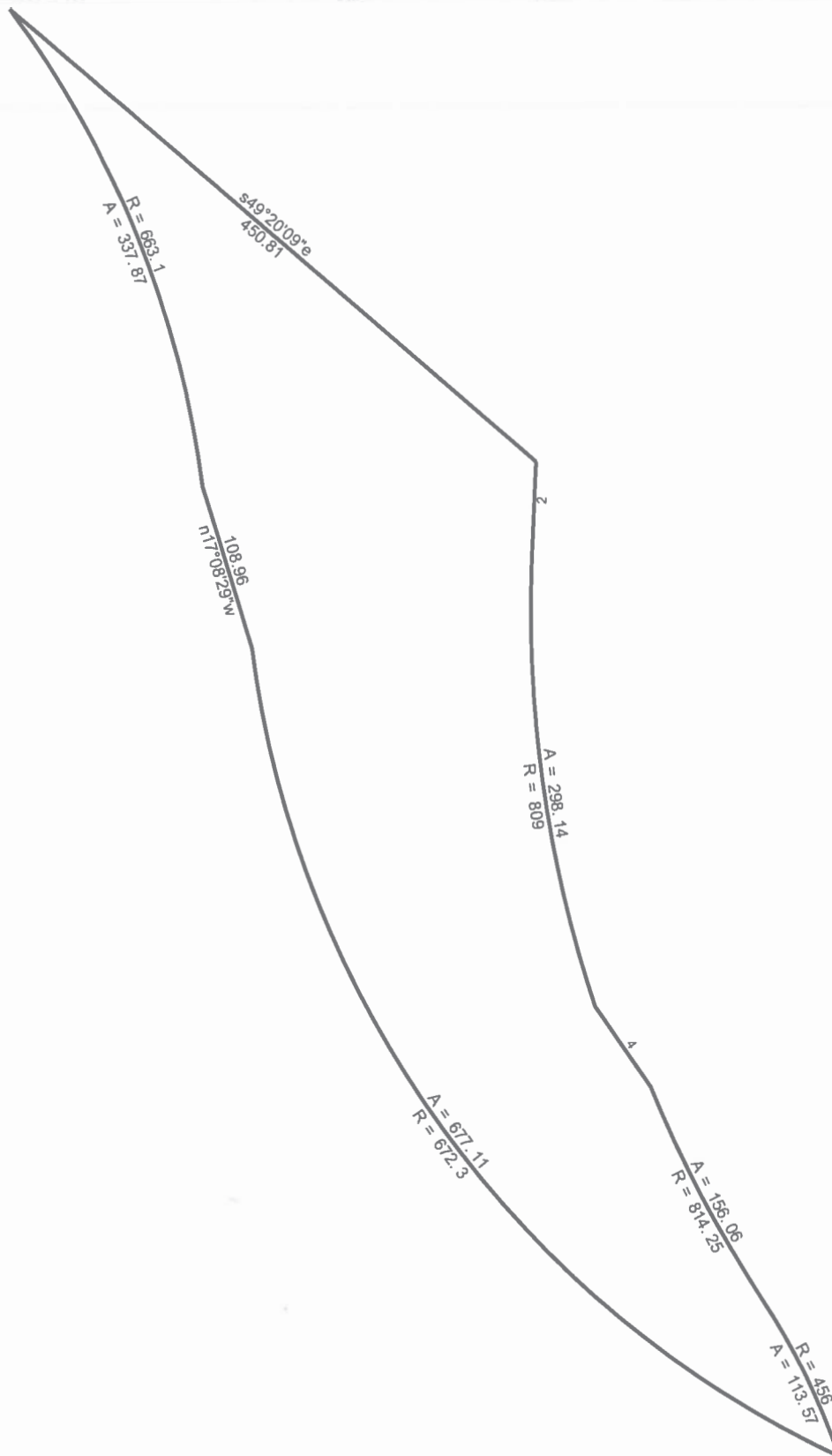
1. With the curve to the right having a radius of **672.30 feet**, an arc length of **677.11 feet**, a delta angle of **057°42'21"** and a chord bears **N 36°08'32" W**, a distance of **648.85 feet** to a found TXDOT Type I Monument for the end of curve of the tract described herein,
2. **N 17°08'29" W**, a distance of **108.96 feet** to a found TXDOT Type I Monument for a curve to the left of the tract described herein, and
3. With the curve to the left having a radius of **663.10 feet**, an arc length of **337.87 feet**, a delta angle of **029°11'38"** and a chord bears **N 21°59'28" W**, a distance of **334.23 feet** to the **POINT OF BEGINNING** and containing **2.85 acres**, more or less, situated in Kendall County, Texas. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

"This document was prepared from files and documents provided by HALFF on March 8, 2018 per the Plans Of Proposed State Highway Improvement, Project No. C 72-6-75, per Page 6, as signed by Johnny L. Clayton, License No. 107215, on 12/12/17, and an on the ground survey. This document is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the Surplus Tract for which it was prepared."

Job No.: 17-089
 Prepared by: KFW Surveying
 Date: March 7, 2018
 File: S:\Draw 2017\17-089 Buc-ee's #41 – IH 10, Boerne\DOCS\FN – Buc-ee's Surplus North 2.85Ac.doc



James Janisse



3/22/2018

Scale: 1 inch= 110 feet

File: 2.85 ac 2.ndp

Tract 1: 2.8450 Acres (123927 Sq. Feet), Closure: s03.2612w 0.01 ft. (1/257379), Perimeter=2265 ft.

01 s49.2009e 450.81

02 s02.2927w 59.39

03 Lt, r=809.00, arc=298.14, chord=s08.0401e 296.46

04 s34.5127e 63.33

05 Lt, r=814.25, arc=156.06, chord=s27.5032e 155.82

06 Rt, r=456.00, arc=113.57, chord=s26.1153e 113.28

07 Rt, r=672.30, arc=677.11, chord=n36.0832w 648.85

08 n17.0829w 108.96

09 Lt, r=663.10, arc=337.87, chord=n21.5928w 334.23

EXHIBIT E
Buc-ee's Way ROW Legal Description

**DESCRIPTION FOR
A 1.934 ACRE TRACT
SURPLUS R.O.W. TRACT NO. 2**

A **1.934 acre (84,244 square feet)** tract of land in the John Small Survey, Section No. 183, Abstract No. 441, City of Boerne, Kendall County, Texas, and being a portion of that called 12.663 acre tract of land as conveyed from Louise E. Storms, et al to the State of Texas and recorded in Volume 89, Page 632 in the Deed Records of Kendall County (D.R.), and also being a portion of that called 11.361 acre tract of land as conveyed from William W. Storms, et ux to the State of Texas and recorded in Volume 85, Page 507 in the D.R., said 1.934 acre tract being more particularly described by metes and bounds as follows:

COMMENCING a found $\frac{1}{2}$ " iron rod at the most easterly corner of a called 24.683 acre tract of land as conveyed to Buc-ee's, LTD and recorded in Volume 1547, Page 937 in the Official Records of Kendall County (O.R.K.C.), and for the most northeasterly corner of a 5.218 acre tract of land as conveyed to Balous Miller and recorded in Volume 1344, Page 948, O.R.K.C., in the southwesterly right-of-way line of Interstate Highway 10;

THENCE: N 76°28'17" W, along and with the northeasterly line of said 24.683 acre tract and the southwesterly right-of-way line of Interstate Highway 10, passing a set Texas Department of Transportation monument Type III (hereinafter referred to as TXDOT III) at a distance of 49.80 feet, and for a total distance of 474.82 feet to a set Texas Department of Transportation monument Type I (hereinafter referred to as TXDOT I) (having Surface Coordinates of N:13,827,944.58 E: 2,058,206.55 with a combined scale factor of 0.99982606068) for the beginning of a tangent curve to the right and the **POINT OF BEGINNING** of the tract described herein;

1. **THENCE:** along said tangent curve to the **right**, having an arc length of **132.70 feet**, a radius of **672.30 feet**, a delta angle of **11°18'34"** and a chord which bears **N 70°38'59" W**, a distance of **132.49 feet** to a set $\frac{1}{2}$ " iron rod with a blue cap stamped "COLLIERS PROP CORNER" (hereinafter referred to as SET CED), for the most southeasterly corner of a called 2.873 acre tract of land as conveyed to Buc-ee's LTD and recorded in Document No. 2023383691, O.R.K.C., and for the beginning of a non-tangent curve to the left;
2. **THENCE:** into and across said 11.361 acre tract and said 12.663 acre tract, along and with northeasterly line of said 2.873 acre tract, the following eight (8) courses:

1. along said non-tangent curve to the **left**, having an arc length of **84.54 feet**, a radius of **456.02 feet**, a delta angle of **10°37'17"** and a chord which bears **N 24°22'26" W**, a distance of **84.42 feet** to a set ½" iron rod with a blue cap stamped "COLLIERS PROP CORNER" (hereinafter referred to as SET CED);
 2. **N 29°41'06" W**, a distance of **109.11 feet** to a SET CED for the beginning of a curve to the right;
 3. along said curve to the **right** having an arc length of **126.08 feet**, a radius of **109650.09 feet**, a delta angle of **00°03'57"** and a chord which bears **N 22°30'41" W**, a distance of **126.08 feet** to a SET CED for a point of compound curvature;
 4. along said curve to the **right** having an arc length of **13.48 feet**, a radius of **90.00 feet**, a delta angle of **08°34'47"** and a chord which bears **N 23°45'09" W**, a distance of **13.46 feet** to a SET CED for a point of compound curvature;
 5. along said curve to the **right** having an arc length of **109.79 feet**, a radius of **754.00 feet**, a delta angle of **08°20'35"** and a chord which bears **N 15°17'27" W**, a distance of **109.70 feet** to a SET CED;
 6. **N 18°28'43" W**, a distance of **25.88 feet** to a SET CED for the beginning of a curve to the right;
 7. along said curve to the **right** having an arc length of **142.55 feet**, a radius of **757.75 feet**, a delta angle of **10°46'42"** and a chord which bears **N 03°47'21" W**, a distance of **142.34 feet** to a SET CED;
 8. **N 01°36'00" E**, a distance of **76.63 feet** to a set TXDOT III **(See note below), on the proposed southwesterly right of way line of Interstate Highway 10, for the northeasterly corner of said 2.873 acre tract, from which a found TXDOT III bears N 49°20'09" W, a distance of 450.81 feet;
3. **THENCE:** along and with the proposed southwesterly right of way line of Interstate Highway 10, the following two (2) courses:
1. **S 52°24'15" E**, a distance of **239.75 feet** to a set TXDOT III **(See note below);
 2. **S 49°20'09" E**, a distance of **16.81 feet** to a set TXDOT III **(See note below);
4. **THENCE:** into and across said 11.361 acre tract and said 12.663 acre tract, and with the northwesterly line of Tract No. 3 (to be dedicated by separate instrument), the following six (6) courses:

1. **S 66°01'10" W**, a distance of **38.44 feet** to a SET CED for the beginning of a curve to the left;
2. along said curve to the **left** having an arc length of **49.70 feet**, a radius of **35.00 feet**, a delta angle of **81°21'27"** and a chord which bears **S 25°20'26" W**, a distance of **45.63 feet** to a SET CED;
3. **S 15°20'17" E**, a distance of **197.27 feet** to a SET CED for the beginning of a curve to the left;
4. along said curve to the **left** having an arc length of **25.04 feet**, a radius of **100.00 feet**, a delta angle of **14°20'49"** and a chord which bears **S 22°30'41" E**, a distance of **24.97 feet** to a SET CED;
5. **S 29°41'06" E**, a distance of **98.50 feet** to a SET CED for the beginning of a curve to the right;
6. along said curve to the **right** having an arc length of **187.51 feet**, a radius of **565.84 feet**, a delta angle of **18°59'13"** and a chord which bears **S 20°11'29" E**, a distance of **186.65 feet** to the **POINT OF BEGINNING** and containing **1.934 acres** of land, more or less, situated in the City of Boerne, Kendall County, Texas, and is the result of an on the ground survey performed by Colliers Engineering and Design.

7 MAR 2024
[Handwritten signature]



** The monument described, and set may be replaced with a Txdot Type II Right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by Txdot.

Job No.: 17-089
Prepared by: KFW Surveying
Date: February 19, 2024
Revised: March 7, 2024

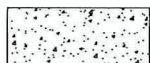
File: S:\Draw 2017\17-089 Buc-ee's #41-IH 10 , Boerne\DOCS\17-089 1.934 AC SURPLUS ROW KNM 021924.docx

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF BOERNE AND KENDALL COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
5. ADJOINERS SHOWN HEREON ARE PER CURRENT KENDALL COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.
6. ALL UTILITIES AND IMPROVEMENTS SHOWN HEREON WERE FIELD COLLECTED ON 2/19/2024.
7. NORTH ARROW, LEGEND, NOTES, AND CERTIFICATION APPLY TO ALL SHEETS.
8. COORDINATES SHOWN ARE SURFACE COORDINATES.
9. LINE AND CURVE TABLES ARE SHOWN ON SHEET 6.

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "COLLIERS PROP CORNER"
- ⊗ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION MON MONUMENT TYPE I OR TYPE II AS NOTED
- ⊗ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION MON MONUMENT TYPE III AS NOTED
- O.R.K.C. OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS
- D.R.K.C. DEED RECORDS OF KENDALL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊞ EBOX ELECTRIC BOX
- ⊞ GV GAS VALVE
- EP EDGE OF PAVEMENT
- PROW PROPOSED RIGHT-OF-WAY



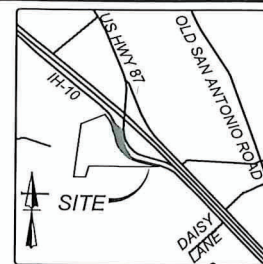
CONCRETE

**

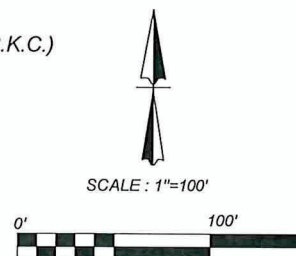
THE MONUMENT DESCRIBED, AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

OWNERSHIP TABLE

- A CALLED 24.683 ACRES
BUC-EE'S, LTD
(VOL. 1547 PG. 937 O.R.K.C.)
RECORDED 10/25/2016
- B BUC-EE'S, LTD
CALLED 2.873 ACRES
Doc No. 2023-383691
RECORDED: 09/27/2023
- C SURPLUS TRACT 3
(STILL OWNED BY TXDOT)
TO BE DEDICATED BY
SEPARATE INSTRUMENT
- D CALLED 5.218 ACRES
BALOUS MILLER
(VOL. 1344 PG. 948 O.R.K.C.)
RECORDED 12/28/2012



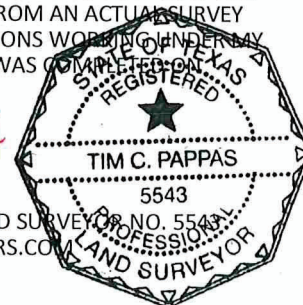
LOCATION MAP
NOT-TO-SCALE



STATE OF TEXAS:
COUNTY OF BEXAR:

I, TIM C. PAPPAS, DO HEREBY CERTIFY TO THAT THIS TITLE SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION. THE FIELDWORK WAS COMPLETED ON 02/02/2024.

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543
EMAIL: TPAPPAS@KFWENGINEERS.COM
DATE OF SURVEY: 02/19/2024
REVISED: 03/07/2024
PROJECT NO.: 17-089



By: KIMBERLY MARTIN

By: KIMBERLY MARTIN

Colliers

Engineering
& Design

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Formerly Known as

KFW

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EXHIBIT OF

FOR

1.934 ACRES (84,244 SQUARE
FEET) TRACT NO. 2,
SITUATED IN JOHN SMALL
SURVEY NO. 183, ABSTRACT
NO. 441, KENDALL COUNTY,
TEXAS



PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION
OF EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE
STATE REQUIRED FILE NUMBER
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
VISIT: WWW.CALL811.COM



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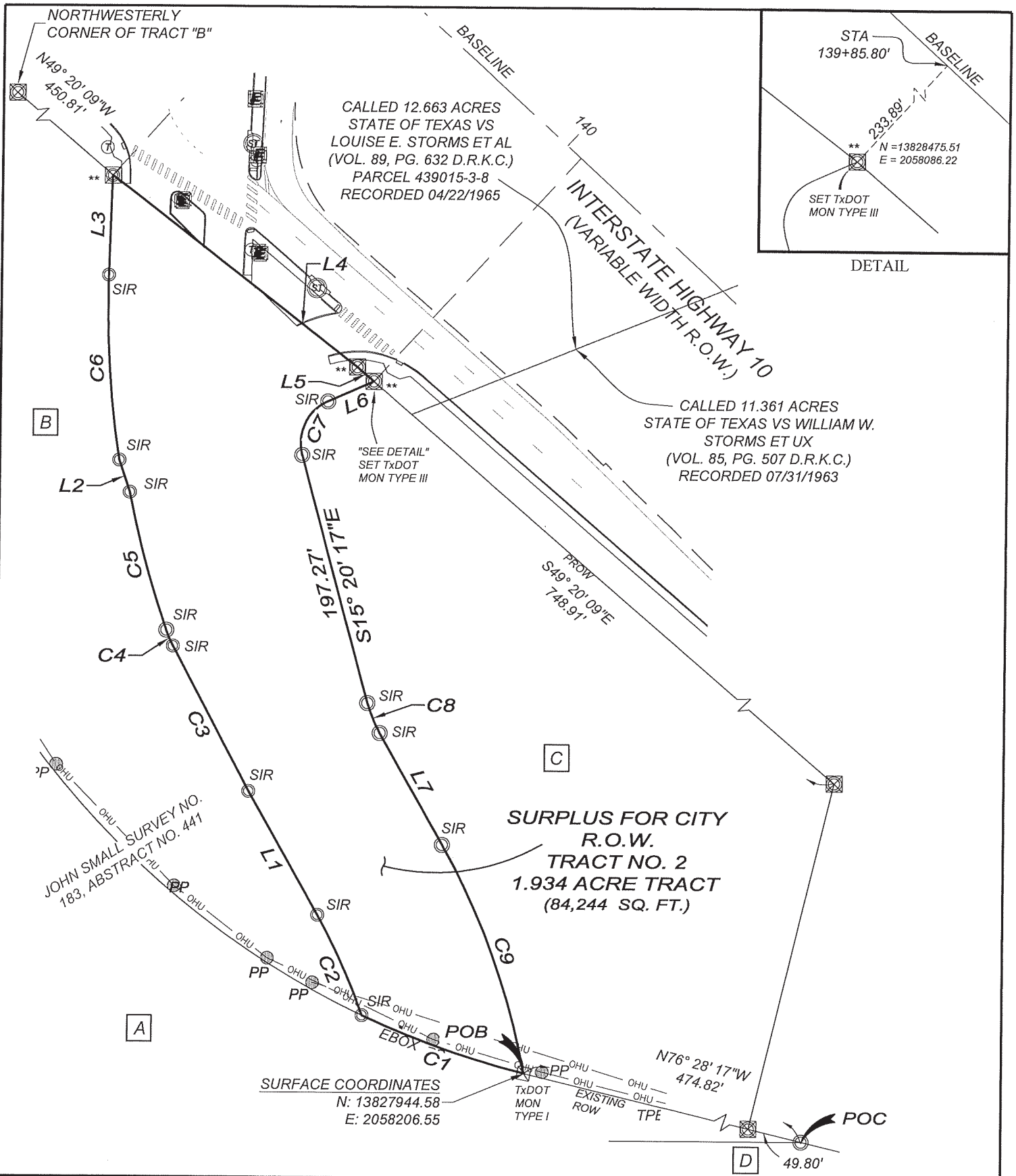
SAN ANTONIO (KFW)
3421 Paesanos
Parkway
San Antonio, TX 78231
Phone: 210.979.8444
COLLIERS ENGINEERING & DESIGN, INC.
TYPE Firm # F-14529
TEPLS Firm # 10194550

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	02/19/2024	KNM	TCP
PROJECT NUMBER:	7-089 / 23000164	DRAWING NAME:	BS17-089 BUC-EE'S #41-IH10-MN

SHEET TITLE:

SHEET NUMBER:
30
04 of 06

50



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EXHIBIT OF
FOR
1.934 ACRES (84,244 SQUARE
FEET) TRACT NO. 2,
SITUATED IN JOHN SMALL
SURVEY NO. 183, ABSTRACT
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TEXAS



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STATE REQUIRED FILE NUMBER
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
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& Design**

SAN ANTONIO (KFW)
3421 Paisanos
Parkway
San Antonio, TX 78231
Phone: 210.979.8444
COLLIERS ENGINEERING & DESIGN, INC.
TXDOT PROJECT # 1010450

SCALE: AS SHOWN	DATE: 02/19/2024	DRAWN BY: KNM	CHECKED BY: TCP
PROJECT NUMBER: 7-089 / 23000164	DRAWING NAME: BS17-089 BUC-EES #41-JH10-MN		

SHEET TITLE: FIELD BOOK: XX PAGE: XX

SHEET NUMBER: 34

05 of 06

Line Table		
LINE #	LENGTH	DIRECTION
L1	109.11'	N29°41'06"W
L2	25.88'	N18°28'43"W
L3	76.63'	N01°36'00"E
L4	239.75'	S52°24'15"E
L5	16.81'	S49°20'09"E
L6	38.44'	S66°01'10"W
L7	98.50'	S29°41'06"E

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	132.70'	672.30'	011°18'34"	N70°38'59"W	132.49'
C2	84.54'	456.02'	010°37'17"	N24°22'26"W	84.42'
C3	126.08'	109650.09'	000°03'57"	N28°03'33"W	126.08'
C4	13.48'	90.00'	008°34'47"	N23°45'09"W	13.46'
C5	109.79'	754.00'	008°20'35"	N15°17'27"W	109.70'
C6	142.55'	757.75'	010°46'42"	N03°47'21"W	142.34'
C7	49.70'	35.00'	081°21'27"	S25°20'26"W	45.63'
C8	25.04'	100.00'	014°20'49"	S22°30'41"E	24.97'
C9	187.51'	565.84'	018°59'13"	S20°11'29"E	186.65'



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EXHIBIT OF

FOR

1.934 ACRES (84,244 SQUARE
FEET) TRACT NO. 2,
SITUATED IN JOHN SMALL
SURVEY NO. 183, ABSTRACT
NO. 441, KENDALL COUNTY,
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DISTURB THE EARTH'S SURFACE
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STATE REQUIRED FILE NUMBER

FOR STATE SPECIFIC DIRECT PHONE NUMBERS
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Phone: 210.979.8444
COLLIERS ENGINEERING & DESIGN, INC.
TELEPHONE: 817.4255
TELEFAX: 817.4255

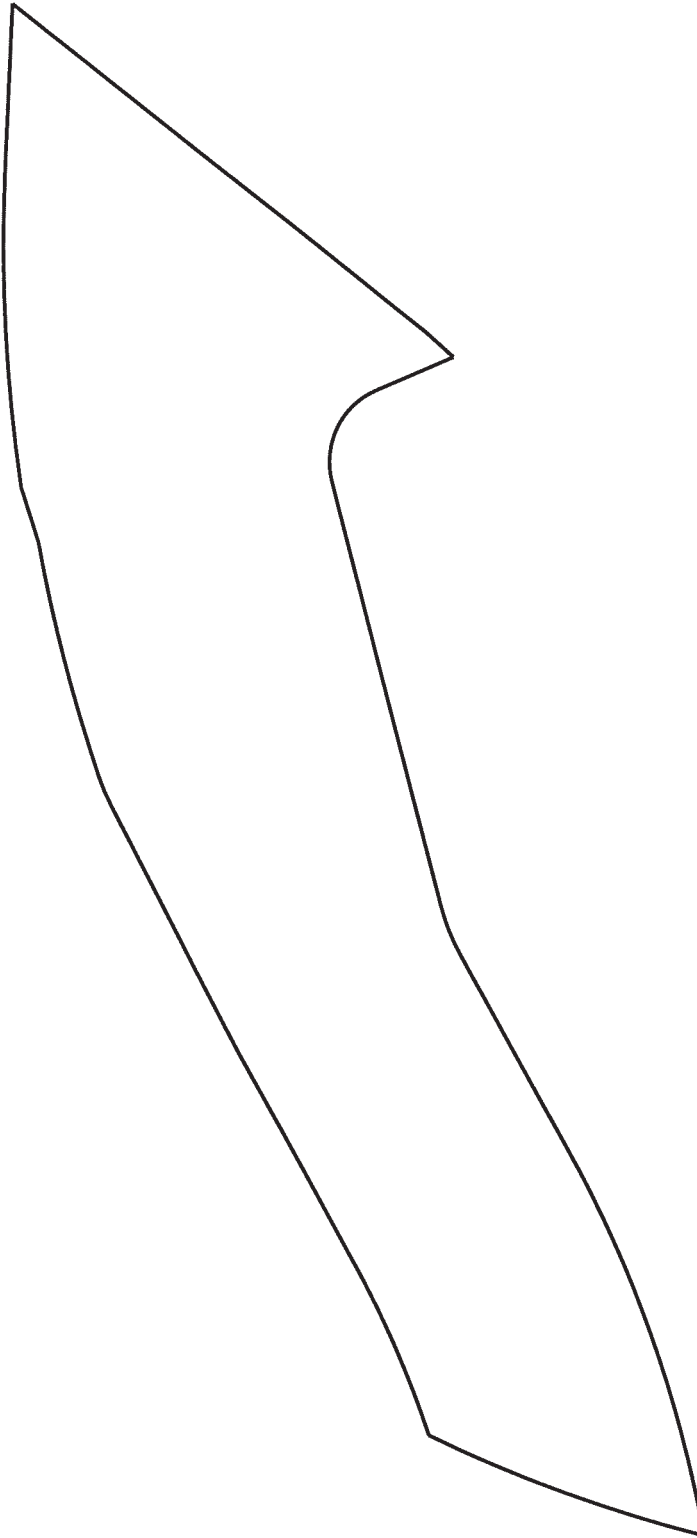
SCALE: AS SHOWN DATE: 02/19/2024 DRAWN BY: KNM CHECKED BY: TCP

PROJECT NUMBER: 7-089 / 23000164 DRAWING NAME: B517-089 BUC-EES

SHEET TITLE: FIELD BOOK: XX PAGE: XX

SHEET NUMBER: 32

06 of 06



2/19/2024

Scale: 1 inch= 87 feet

File: 1.934 AC.ndp

Tract 1: 1.9340 Acres (84244 Sq. Feet), Closure: n56.0414w 0.01 ft. (1/183478), Perimeter=1674 ft.

01 Rt, r=672.30, delta=011.1834, arc=132.70, chord=n70.3859w 132.49
02 Lt, r=456.02, delta=010.3717, arc=84.54, chord=n24.2226w 84.42
03 n29.4106w 109.11
04 Rt, r=109650.09, delta=000.0357, arc=126.08, chord=n28.0333w 126.08
05 Rt, r=90.00, delta=008.3447, arc=13.48, chord=n23.4509w 13.46
06 Rt, r=754.00, delta=008.2035, arc=109.79, chord=n15.1727w 109.70
07 n18.2843w 25.88
08 Rt, r=757.75, delta=010.4642, arc=142.55, chord=n03.4721w 142.34
09 n01.3600e 76.63
10 s52.2415e 239.75
11 s49.2009e 16.81

12 s66.0110w 38.44
13 Lt, r=35.00, delta=081.2127, arc=49.70, chord=s25.2026w 45.63
14 s15.2017e 197.27
15 Lt, r=100.00, delta=014.2049, arc=25.04, chord=s22.3041e 24.97
16 s29.4106e 98.50
17 Rt, r=565.84, delta=018.5913, arc=187.51, chord=s20.1129e 186.65

EXHIBIT G

Utility Extension Locations

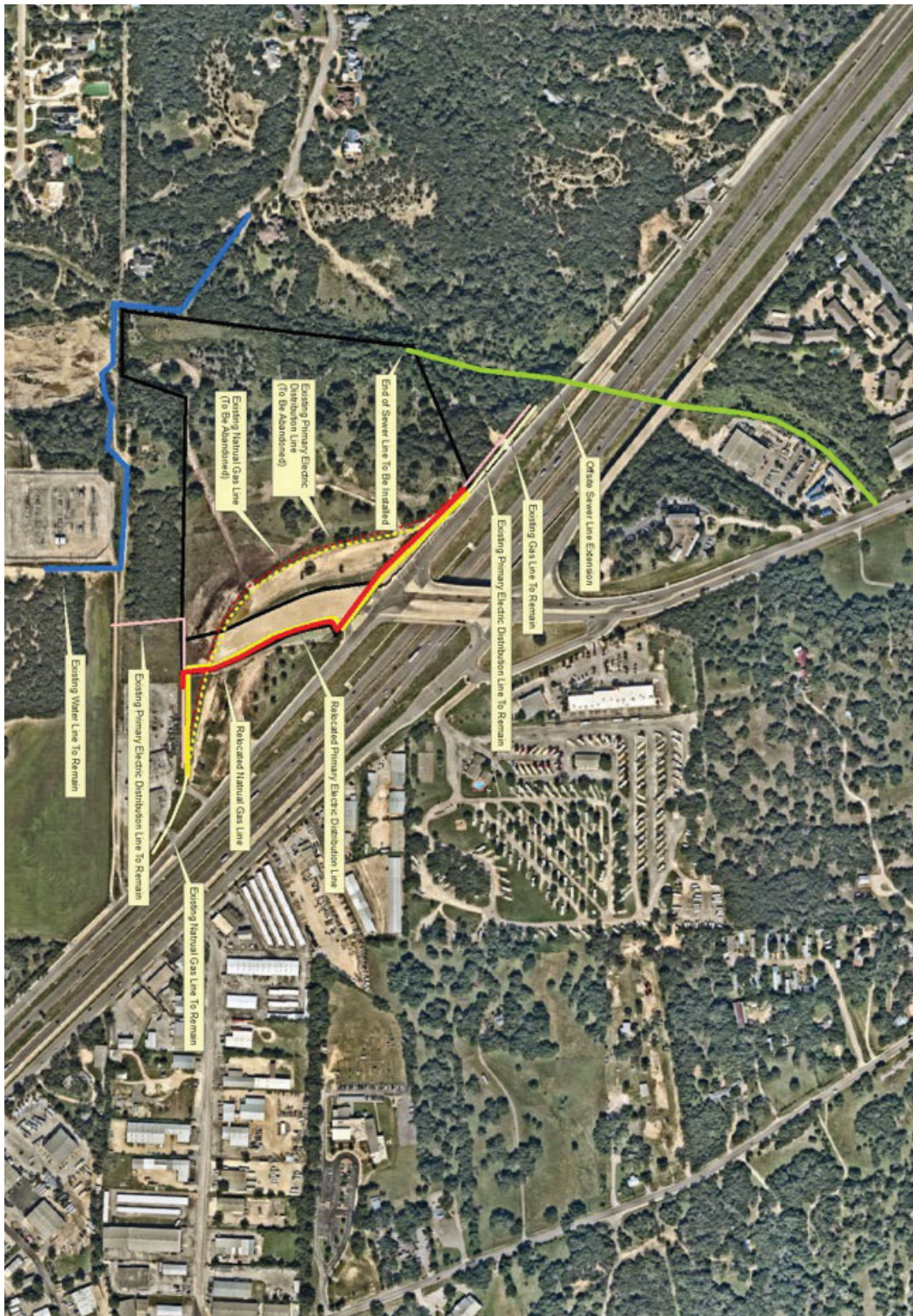


EXHIBIT X
Sign Plan (60 Ft. Height)

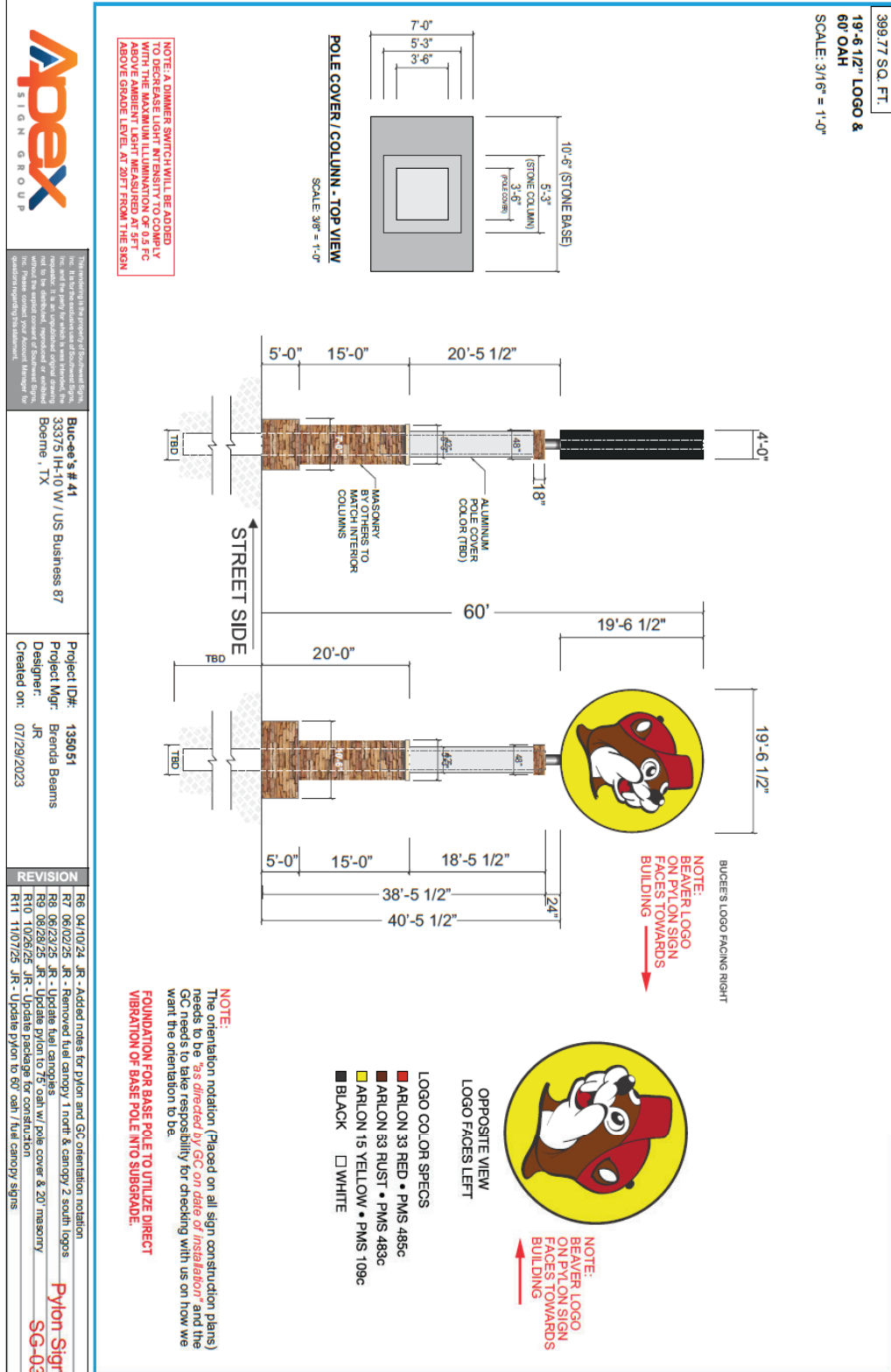
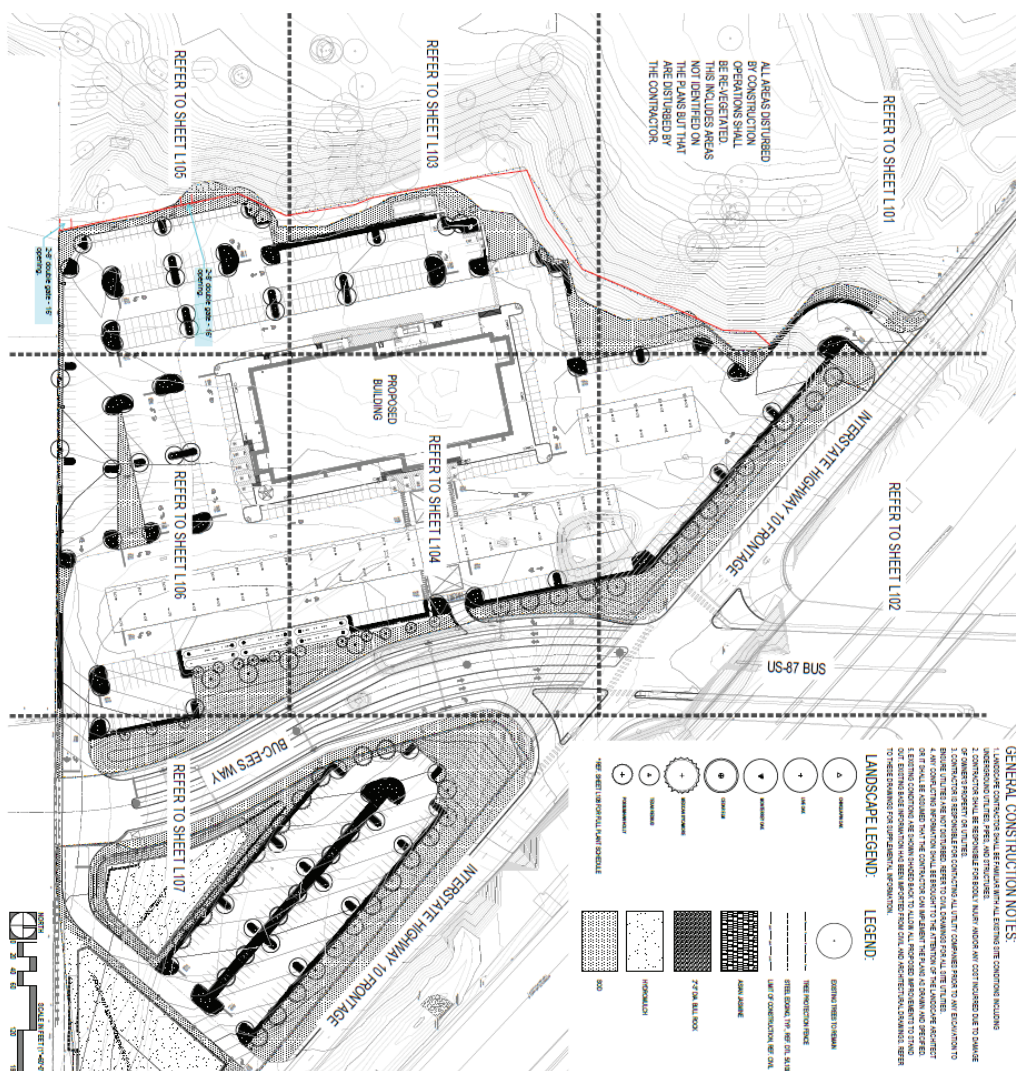


EXHIBIT Y

Landscaping and Fencing Plan



GENERAL CONSTRUCTION NOTES

[illegible]

LANDSCAPE LEGEND: LEGEND

The diagram illustrates the five stages of the scientific method, each represented by a circle with a number and a corresponding icon:

- 1. QUESTION**: Represented by a circle with a question mark.
- 2. HYPOTHESIS**: Represented by a circle with a plus sign.
- 3. EXPERIMENT**: Represented by a circle with a beaker and a flame.
- 4. RESULTS**: Represented by a circle with a bar chart.
- 5. CONCLUSION**: Represented by a circle with a checkmark.

Below the stages, a flowchart shows the process from Question to Hypothesis to Experiment to Results to Conclusion, with arrows indicating the sequence. A large circle with a question mark is also shown.

LANDSCAPE PLANTING NOTES

[illegible]



1071 Lakeland, TX 75044-2107
P.O. BOX 4000
Dallas, TX 75208
Phone: (214) 360-0100
Fax: (214) 360-0101



1071 Lakeland, TX 75044-2107
P.O. BOX 4000
Dallas, TX 75208
Phone: (214) 360-0100
Fax: (214) 360-0101

INDUSTRY NAME: _____
BUC-EES #41

INDUSTRY NAME: _____
BUC-EES, LTD.

INDUSTRY LOCATION: _____
BOERNE, TX

INDUSTRY NAME: _____
OVERALL PLANTING PLAN

INDUSTRY NAME: _____
L100

SITE DATA		TOTAL AREA		TOTAL AREA		TOTAL AREA		TOTAL AREA	
LOT NO.	AREA (SQ. FT.)	LOT NO.	AREA (SQ. FT.)	LOT NO.	AREA (SQ. FT.)	LOT NO.	AREA (SQ. FT.)	LOT NO.	AREA (SQ. FT.)
1	10,000	11	10,000	21	10,000	31	10,000	41	10,000
2	10,000	12	10,000	22	10,000	32	10,000	42	10,000
3	10,000	13	10,000	23	10,000	33	10,000	43	10,000
4	10,000	14	10,000	24	10,000	34	10,000	44	10,000
5	10,000	15	10,000	25	10,000	35	10,000	45	10,000
6	10,000	16	10,000	26	10,000	36	10,000	46	10,000
7	10,000	17	10,000	27	10,000	37	10,000	47	10,000
8	10,000	18	10,000	28	10,000	38	10,000	48	10,000
9	10,000	19	10,000	29	10,000	39	10,000	49	10,000
10	10,000	20	10,000	30	10,000	40	10,000	50	10,000
TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
100,000		100,000		100,000		100,000		100,000	

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This First Amendment to Economic Development Agreement (this "**Amendment**") is entered into as of the ____ day of _____, 2025 (the "**Amendment Effective Date**"), by and between the City of Boerne, Texas, a Texas home-rule municipal corporation ("**City**"), and Buc-ee's, Ltd., a Texas limited partnership ("**Developer**"). City and Developer are sometimes individually referred to herein as "Party" and are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City and Developer previously entered into that certain Economic Development Agreement dated August 29, 2016 (the "**Original Agreement**");

WHEREAS, since the execution of the Original Agreement, certain conditions and circumstances have changed requiring modification of the original terms;

WHEREAS, the Parties now desire to amend the Original Agreement to incorporate subsequent understandings, utility and roadway obligations, clarified project requirements, and to delete provisions no longer applicable;

WHEREAS, the City has determined that the Original Agreement as amended by this Amendment will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City Council has determined that the terms and obligations of the City created by this Agreement as amended by this Amendment are in the best interests of the City and its residents.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Exhibits A, B, C, and E, of the Original Agreement are hereby replaced with Exhibits A, B, C, and E attached to this Amendment.
2. The fifth Recital of the Original Agreement, which references the Supplemental Project, is hereby deleted in its entirety.
3. Article 1, Section 1 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

"1. Project. Developer intends to construct, or cause to be constructed, a retail development consisting of a Buc-ee's travel center being no more than fifty-four thousand (54,000) square feet of building area and providing no more than one hundred (100) gas and/or diesel

fueling positions, serving 100 vehicles, and twenty-six (26) or more electric vehicle charging stations, as permitted, on the Property (the “**Project**”). Developer shall create within twelve (12) months of the opening of the Project to the public and maintain during the Project Term (defined in Article II, 1a) an average, annualized minimum of two hundred (200) full-time equivalent jobs at the Project. No tractor-trailer, commonly referred to as semi-truck or eighteen-wheelers, vehicles shall be permitted to be served at or on the Project, except those vehicles required for delivery and service to the store. The Project shall be developed generally in accordance with the Site Plan attached hereto as Exhibit B.”

4. Article 1, Section 2 of the Original Agreement which is therein titled ‘Supplemental Project’ is hereby deleted in its entirety.
5. Article II, Section 2 of the Original Agreement which is therein titled ‘Supplemental Project Economic Development Grant’ is hereby deleted in its entirety
6. Article II, Section 3 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“3. Extension of Utilities to the Property

A. Extension of Water to the Property. The City warrants and represents that it has, at the City’s sole cost and expense, extended or caused to be extended to the southwestern Property boundary a water main no less than twelve inches (12") in diameter, and made such line available for connection by Developer, as shown on Exhibit G (the “**Water Extension**”). The City shall be wholly responsible for the installation, operation, maintenance, and costs thereof, of the Water Extension and any necessary off-Property water main looping. Except for the Water Extension and off-Property water main looping, Developer shall be wholly responsible for installation and costs of water main extensions and looping on the Property per approved plans.

B. Extension of Sanitary Sewer, Electric, and Gas to the Property. City shall, at the City’s sole cost and expense, for purposes of serving the full development and use of the Property for the Project:

(i) Prior to the commencement by Developer of vertical improvements on the Project, extend (or cause to be extended) to the northwestern Property boundary line and make available for connection by Developer a sanitary sewer main being no less than twelve (12) inches in diameter (the “Sewer Extension”), such sanitary sewer main shall be located as depicted on Exhibit G;

(ii) Prior to the commencement by Developer of vertical improvements to the Project, provide (or cause to be provided) to the eastern Property boundary line and make available for connection, a 3-phase overhead primary electric distribution line, such electric distribution line shall be located as depicted on Exhibit G; and

(iii) Prior to the commencement by Developer of vertical improvements to the Project, provide (or cause to be provided) to the eastern Property boundary line and make available for connection a 6-inch natural gas distribution main capable of providing a service flow no less than 776 cfm at 5 psi, such location of the natural gas distribution main shall be located as depicted on Exhibit G.

C. Developer may commence site grading, upon approval of a city grading permit for the site area, provided such activities do not conflict with the operation or maintenance of existing utilities prior to their abandonment.

D. Developer shall be responsible for all costs associated with providing any underground electric lines to serve the Property.

E. Developer shall be responsible for coordinating relocation/removal of all telecoms as necessary on utility poles serving the property to ensure timely removal.”

7. Article II, Section 4 of the Original Agreement which is therein titled ‘Credit Towards City Fees’ is hereby deleted in its entirety.
8. Article II, Section 5 of the Original Agreement is hereby amended to add, to the end of the section, the following sentence:

“The Parties acknowledge that the transfer of the TxDot Tract to Developer has been completed as evidenced by the instrument recorded at 383691 of the Official Public Records of Kendall County, Texas.”

9. Article II, Section 6 of the Original Agreement is hereby amended to add, to the end of the section, the following:

“The Parties acknowledge that the transfer of right-of-way from the Texas Department of Transportation to the City has been completed as evidenced by the instrument recorded at Document No. 389403 of the Official Public Records of Kendall County, Texas.

The extension of Buc-ee’s Way ROW shall be as set forth below:

A. Developer shall commence sitework for the Buc-ee’s Way ROW improvements upon approval of final plat by the Planning & Zoning Commission and issuance of a Construction Release Permit.

B. The City shall reimburse Developer for costs incurred in the construction of the Buc-ee’s Way ROW improvements, including roadway and drainage improvements, per Article II, Section 8 of this Agreement.

C. Any new signage modifications within TxDOT right-of-way required for Buc-ee’s Way ROW improvements shall be at Developer’s sole cost and expense.

D. Any traffic signal modifications within TxDOT right-of-way required for Buc-ee's Way ROW improvements shall be at Developer's sole cost and expense.

E. Developer shall dedicate the right-of-way as "Buc-ee's Way," with the final plat of the project. The official naming of the right-of-way as "Buc-ee's Way" is a material consideration for Developer's agreements herein, particularly the sign height reduction specified in Article III, Section 3 of this Agreement.

F. The City shall process any necessary zoning corrections for the TxDOT right-of-way tract to ensure consistency with the Project's zoning requirements."

10. Article II, Section 7 of the Original Agreement which is therein titled 'Texas Capital Fund Grant' is hereby deleted in its entirety.

11. Article II, Section 8 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

"8. Funding for Improvements.

A. Developer shall procure bids for the Sewer Extension and Buc-ee's Way ROW improvements in accordance with Chapter 252 of the Texas Local Government Code, subject to City concurrence on bid form and advertisement.

B. Developer shall provide the City with anticipated costs based on accepted bids.

C. Developer shall separately account for costs of the Sewer Extension and Buc-ee's Way ROW improvements (the "**Cost of Work**") in periodic pay applications submitted to the City for review.

D. Within thirty (30) days of receipt of each pay application, the City shall either approve by written acceptance or request specific additional information or revisions.

E. Upon final completion and City acceptance of the Sewer Extension and Buc-ee's Way ROW improvements, Developer shall submit a statement of final Cost of Work.

F. Within thirty (30) days of receipt, the City shall either approve such statement by a final acceptance letter ("**Final Acceptance Letter**") or request specific additional information or revisions and, upon receipt of such required additional information, issue a Final Acceptance Letter.

G. The Cost of Work as set forth in the Final Acceptance Letter shall be paid by the City to Developer in no more than five (5) equal annual installments (each an "**Annual Reimbursement Payment**"), subject to annual budget appropriation and available funds.

H. The City shall pay the first Annual Reimbursement Payment within thirty (30) days following the date of the Final Acceptance Letter, with subsequent payments due annually thereafter until the Cost of Work is paid in full. Prepayment is allowed.

12. Article III, Section 1 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“1. Conveyance of Buc-ee’s Way ROW. Developer shall dedicate the Buc-ee’s Way Right of Way to the public as ‘Buc-ee’s Way’ with the final plat of the Project.”

13. Article III, Section 2 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“2. Conveyance of Utility Easements. Developer shall dedicate the utility easements, as generally depicted on Exhibit G attached hereto and made a part or as otherwise approved by Developer and City, to the public with the final plat of the Project.”

14. Article III, Section 3 of the Original Agreement is hereby amended and restated to provide in its entirety as follows:

“3. Open Space Park Land and Developer Enhancements.

A. Prior to opening the Project to the public, Developer shall dedicate approximately nine (9) acres of open space as park land to the City, the exact acreage and location to be shown on the final plat.

B. In addition to the park land dedication, Developer agrees to provide the following enhancements to the Project prior to opening the Project to the public:

(i) **Sign Plan:** Developer shall reduce the height of the planned freestanding sign from seventy-five feet (75') to sixty feet (60') above finished grade per the grading plans as of the date of execution of this Amendment and as shown on Exhibit X, contingent upon: (1) the City's official acceptance of Buc-ee's Way right-of-way by plat, and (2) the inclusion of green exit signs, per TxDOT requirements for guide signs, for Buc-ee's Way at applicable locations in both directions on Interstate 10;

(ii) **Security Fencing:** Developer shall install eight-foot (8') security fencing of material complying with City standards along the rear property line of the Property discouraging pedestrian access from Buc-ee’s to the city-owned open space along Suggs Creek as shown on Exhibit Y. An 8 ft. black woven wire fence with a 16 ft. wide gated access to the dedicated open space is recommended;

(iii) **Enhanced Landscaping:** As shown on Exhibit Y, attached hereto, Developer is providing enhanced landscaping and planting areas that incorporate native, drought tolerant plant selections throughout the Property which exceeds the

City's minimum landscaping requirements. Unless utility or drainage conflicts exist, the final landscape design shall closely represent the more detailed plan sheets previously approved by the City of Boerne Design Review Committee Creative Alternative (2021-1009) on 12/9/2021. Tree preservation efforts exceed both the 2019 Zoning Ordinance and current UDC tree preservation requirements. The preservation of existing onsite trees and planting trees above minimum tree planting requirements result in no fee in lieu of mitigation payments by Developer to the Tree Restoration Fund;

(iv) **Site Lighting Plan:** Developer shall implement the site lighting plan previously approved under City review authority and attached as Exhibit Z which includes dark-sky compliant fixtures and prevents light spillage to adjacent properties. The Site Lighting Plan incorporates the Illuminating Engineering Society's (IES) recommended lighting levels for parking facilities and gas station canopies, and the incorporation of IES recommendations results in compliance with current UDC Dark Sky Regulations.

(v) **HVAC Condensate Recovery System:** Developer shall install and maintain an HVAC condensate recovery and irrigation system to promote water conservation at the Project, subject to City review authority.

15. The fifth line of Article III, Section 4 of the Original Agreement is hereby amended to delete the words "and the Supplemental Project". The seventh line of Article III, Section 4 of the Original Agreement is hereby amended to delete the words "and/or Supplemental Project[s]". The eighth line of Article III, Section 4 of the Original Agreement is hereby amended to delete the words "or Supplemental Project City Payment".
16. A new Section 6 is hereby added to Article III of the Original Agreement to provide in its entirety as follows:

"6. Construction Timeline. Developer shall commence construction of the Project by the date that is later of (i) eighteen (18) months from the Amendment Effective Date and (ii) thirty (30) days after issuance of all permits required to commence construction of the Project (the "Commencement Date") and shall complete construction and open the Project to the public within thirty-six (36) months of the Commencement Date, subject to *force majeure* provisions contained herein."
17. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original.
18. **Authority.** Each Party represents and warrants that it is duly authorized to enter into this Amendment and that the persons executing this Amendment on behalf of each Party have the authority to do so. Failure to commence construction within the required period shall constitute default unless extended by written agreement of the Parties due to force majeure or other mutually agreed cause.

19. **Terms.** Terms that are capitalized but not defined in this Amendment shall have the meaning as defined in the Agreement.
20. **Agreement.** Except as modified by this Amendment, the Agreement shall remain in full force and effect and the Parties affirm the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Economic Development Agreement as of the date first written above.

CITY OF BOERNE, TEXAS

By: _____

Ben Thatcher, City Manager

ATTEST:

Lori Carroll, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

BUC-EE'S, LTD.

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

By: _____

Name: _____ Title: _____

EXHIBITS

Exhibit A - Property Description

Exhibit B - Site Plan

Exhibit C - TxDot Tract Legal Description

Exhibit E - Buc-ee's Way ROW Legal Description

Exhibit G - Utility Extension Locations

Exhibit X - Sign Plan (60' Height)

Exhibit Y - Landscaping and Fencing Plan

Exhibit Z - Site Lighting Plan



AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2026-01 ; AN ORDINANCE RATIFYING THE ZONING DESIGNATION OF C3 - SICO (COMMUNITY COMMERCIAL WITHIN THE SCENIC INTERSTATE CORRIDOR OVERLAY DISTRICT), OF THE UNIFIED DEVELOPMENT CODE, FOR AN APPROXIMATELY 5.155-ACRE PROPERTY LOCATED ON INTERSTATE 10 WEST, KNOWN AS THE IH-10 "SURPLUS NORTH" TRACT, ADJOINING THE FUTURE BUC-EE'S DEVELOPMENT AT 33375 INTERSTATE 10 WEST; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, TO REFLECT SAID RATIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.
Contact Person	Nathan Crane, AICP; Planning Director (830) 248-1528, ncrane@boerne-tx.gov
Background Information	<p>PRIOR REVIEW:</p> <p>On January 13, 2026, the City Council held a public hearing and approved the ordinance on first reading.</p> <p>BACKGROUND:</p> <p>The property is 5.155 acres in size and is owned by Buc-ee's LTD. This property is part of a larger approximately 29.8 acres that is owned by Buc-ee's LTD.</p> <p>The City entered into a 380 Economic Development Agreement with Buc-ee's LTD., effective August 19, 2016. This property (5.155 acres) was included within the Agreement. On October 27, 2025, City Council authorized City Management to continue negotiating the first amendment to this agreement to strengthen design standards, infrastructure commitments, and community benefits.</p> <p>The property is designated as Auto-Oriented Commercial on the Future Land Use Map. The property was zoned B-2 Highway Commercial on June 23, 2020.</p>

	<p>In 2020, Buc-ee's and TxDOT jointly requested that the land be rezoned to B-2 Highway Commercial, consistent with adjacent Buc-ee's-owned parcels. The Council approved the rezoning to B-2 Highway Commercial on June 23, 2020.</p> <p>On July 2021, the City Council adopted the new Unified Development Code, which included the rezoning of properties throughout the City to ensure consistency with the updated regulations. As part of this action the B-2 District was retired. Furthermore, as outlined in State law, all affected property owners were notified by mail of the proposed rezoning of their parcel(s) of land and the associated public hearing process.</p> <p>In mid-2025, Buc-ee's informed the city of its intent to utilize the eastern portion of the 5.155-acre tract for expanded parking. During the review of this request, staff discovered that not only had the parcel erroneously not been reassigned a zoning classification under the Unified Development Code (UDC) adopted in July 2021, but the property owner had not been notified of the rezoning as required by State law. As a result, the property retained its existing B-2 (Highway Commercial) zoning designation.</p> <p>The UDC adoption did include the adoption of the Scenic Interstate Corridor Overlay District, therefore the property is subject to the regulations of the overlay district.</p> <p>On July 31, 2025, following consultation with the City Attorney, the Planning Director issued a formal zoning determination. The determination concluded that the most appropriate UDC equivalent to the retired B-2 District was C3 (Community Commercial). As a result, the owner may proceed with platting and construction activities under the assumption that the property is zoned C3. While this determination guides immediate development review, it requires ratification through the public process.</p> <p>Ratifying a zoning district per State guidelines is the formal process of confirming and validating a property's zoning designation. This ensures that district boundaries, permitted uses, and regulations are consistent with the adopted Unified Development Code and applicable State law. Ratification provides clarity and certainty for property owners, developers, and the public by formally affirming the zoning designation. The ratification process follows the same public procedures as a rezoning.</p> <p>FIRST AMENDMENT HIGHLIGHTS:</p>
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	<p>The original Development Agreement adopted in 2016 included a provision for the parties to enter into a separate agreement to provide for changes relating to utility extensions and other items which staff began drafting in early 2024. As the First Amendment to the Development Agreement moved closer to Council consideration, previous verbal commitments and project enhancements agreed upon by all parties have been memorialized in the document as follows:</p> <ul style="list-style-type: none">• <u>Utility Changes</u>: Responsibility for procuring bids and constructing the Sewer Extension and Buc-ee’s Way ROW improvements are the responsibility of the Developer with the City reimbursing the cost of the improvements in five equal annual installments. <u>NOTE</u>: Originally the City had the responsibility of constructing these improvements. Recent updates to gas and electric relocations were also added.• <u>Deletions</u>: Sections referencing the Supplemental Project, Supplemental Project Economic Development Grant, and Credit Towards City Fees have been deleted.• <u>Project Description</u>: Developer intends to construct a retail development consisting of a Buc-ee’s travel center being no more than 54,000 square foot building providing no more than 100 gas and/or diesel fueling positions, serving 100 vehicles, and 26 or more electric charging stations on the property. Within 12 months of opening, the Developer shall create an average, annualized minimum of 200 full-time equivalent jobs at the Project. No tractor-trailer or eighteen-wheeler vehicles shall be permitted to be served at or on the Project, except those vehicles required for delivery and service to the store. <u>NOTE</u>: This is an addition of 30 full-time equivalent jobs.• <u>Open Space</u>: Prior to opening the Project to the public, Developer shall dedicate approximately nine (9) acres of open space to the City, the exact acreage and location to be shown on the final plat. The expanse of more than 9 acres of green space (centered on a ravine) dedicated to the City, in addition to another 5 or 6 acres of trees and brush between the fence and the green space is an extraordinary physical barrier.• <u>60 Ft. Sign</u> : Developer shall reduce the height of the planned freestanding sign from the previously permitted seventy-five feet (75') to sixty feet (60') above finished grade per the grading plans as of the date of execution of this Amendment contingent upon: (1) the City's official acceptance of Buc-ee's Way right-of-
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	<p>way by plat, and (2) the inclusion of green exit signs, per TxDOT requirements for guide signs, for Buc-ee's Way at applicable locations in both directions on Interstate 10. The proposed internally illuminated pylon sign meets all our requested details. The sign includes a decorative masonry base, aluminum pole cover and does not exceed 60 ft in total height. Internal illumination will meet their vested sign lighting requirements.</p> <ul style="list-style-type: none"> • <u>Landscaping:</u> Developer shall provide enhanced landscaping and planting areas that shall incorporate native, drought tolerant plant selections throughout the Property which shall exceed the City's minimum landscaping requirements. Unless utility or drainage conflicts exist, the landscape design should closely represent what was approved by the City of Boerne Design Review Committee during consideration of the creative alternative on December 9, 2021. • <u>Security Fencing:</u> Developer shall install eight-foot security fencing of material complying with City standards along the rear property line of the Property discouraging pedestrian access from Buc-ee's to the city-owned open space along Suggs Creek. An 8 ft. black woven wire fence with a 12 ft. double swing gate is recommended to allow the fence to blend into the hillside and be almost invisible at a distance. <u>NOTE:</u> The City discussed a masonry fence with the Developer, but security and maintenance concerns led to the preference for a see-through fence design. • <u>Site Lighting Plan:</u> Developer shall implement the approved site lighting plan which meets the City's dark sky ordinance referencing the IES Recommended Light Limits Manual for convenience stores with fueling. <u>NOTE:</u> Light poles have been reduced from 27 ft to 20 ft within the property and from 17.5 ft to 10 ft along the perimeter. • <u>HVAC Condensate Recovery System:</u> Developer shall install and maintain an HVAC condensate recovery and irrigation system to promote water conservation at the Project, subject to City review authority. • <u>Construction Timeline:</u> Developer shall commence construction of the Project by the date that is later of 18 months from the Amendment Effective Date and 30 days after issuance of all permits required to commence construction of the Project and shall complete construction and open the Project to the public
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	<p>within 36 months of the Commencement Date, subject to <i>force majeure</i> provisions.</p> <ul style="list-style-type: none"> • <u>Exhibits</u>: Updated Exhibits A, B, C, E, G; added Exhibits X, Y, Z <p>Following completion of the Exhibits, the document may be placed on a Council agenda for final approval.</p> <p>REQUEST:</p> <ol style="list-style-type: none"> 1. Ratify the legal determination that the zoning of the property is C3 (Community Commercial). <p>ANALYSIS:</p> <p>The City Council should consider the following items in their review. Below is a summary of staff analysis.</p> <ol style="list-style-type: none"> 1. Whether the C3 District is consistent with the Comprehensive Master Plan. 2. Whether the C3 District aligns with the intent, permitted uses, and development standards of the retired B-2 District. 3. Whether the C3 District is compatible with existing and anticipated future land uses. <p><u>Comprehensive Master Plan</u></p> <ul style="list-style-type: none"> • The City’s Future Land Use Map designates this property as Auto-Oriented Commercial. • The Auto-Oriented Commercial land use category is intended for areas that will be developed to support local and regional non-residential businesses that rely on higher traffic volumes (e.g., I-10 and portions of SH 46). These areas are typically comprised of nonresidential uses of varying lot sizes and intensities and configured in a manner that predominantly serves the automobile. • The two most common zoning districts along the IH-10 Corridor are: C3 (Community Commercial) and C4 (Regional Commercial). • The C3 (Community Commercial) District is consistent with the Comprehensive Plan. <p><u>Proposed Zoning District</u></p>
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	<ul style="list-style-type: none">• There are four commercial zoning districts within Boerne:<ul style="list-style-type: none">○ C1 – Neighborhood Commercial○ C2 – Transitional Commercial○ C3 – Community Commercial○ C4 – Regional Commercial• Using the Auto-Oriented Commercial Future Land Use Category and applicable development regulations, staff reviewed the C2, C3, and C4 districts in comparison to the B-2 district. Based on the purposes, permitted uses, and development standards, the B-2 district is most consistent with the C3 and C4 districts. A summary table of these findings is attached.• In addition, staff also reviewed the citywide rezoning to determine which zoning districts were used to replace the B-2 District along IH-10. Staff found that the C3 and C4 were the most used Districts to replace the B-2 District. Further, the adjacent Buc-ee’s-owned parcels were reassigned the C3 District.• The proposed zoning district aligns with the Community Commercial (C3) category. <p><u>Compatibility with Surrounding Land Uses</u></p> <ul style="list-style-type: none">• The proposed zoning will be compatible with future developments in this area. The properties on the west and south are zoned C-3 (Community Commercial). Properties on the west across IH-10 are zoned I1 (Storage and Transportation), I2 Light Industrial, and C4 (Regional Commercial).• The nearest single-family subdivision is approximately 880 feet west of the proposed site. <p>PLANNING AND ZONING COMMISSION ACTION:</p> <p>The Planning and Zoning Commission held a public hearing on this item at their September 8, 2025, meeting. The Commission voted 6-1 to table this request for 60 days until the November 3, 2025 meeting.</p> <p>At the November 3, 2025, meeting. Following a failed motion to recommend that the base zoning be C-2 Community Commercial, the Commission voted 5-1 to table this item until the December 1, 2025, meeting.</p>
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	<p>On December 1, 2025, the Planning and Zoning Commission voted 6-0 to recommend APPROVAL of ratifying the legal determination that the zoning of the property is C3 (Community Commercial).</p> <p>FINDINGS:</p> <p>The proposed ratification meets the following findings:</p> <ul style="list-style-type: none"> • The proposed C3 District is consistent with the Comprehensive Master Plan and Future Land Use Map. • The C3 District aligns with the intent, permitted uses, and development standards of the retired B-2 District. • The proposed C3 District will result in compatible land use relationships. • The proposed C3 District was used to replace the retired B2 District on surrounding properties. <p>RECOMMENDATION:</p> <p>Staff recommends that the City Council approve on second reading Ordinance 2026-01.</p> <p>MOTIONS FOR CONSIDERATION:</p> <p>The following motions are provided to assist the Commission’s decision.</p> <p>I move that the City Council accept the findings and APPROVE the ordinance.</p> <p>OR</p> <p>I move that the City Council APPROVE an alternative zoning district for the subject property based on the following findings: (The Council will need to state the reasons for their decision).</p>
Strategic Alignment	
Financial Considerations	N/A
Citizen Input/Board Review	Notice of the Planning Commission hearing of September 8 th was published in the Boerne Star on August 24, 2025. Letters were mailed out to 18 properties (14 unique property owners) within 500 feet on

	<p>August 20, 2025. A public hearing sign was posted on the subject property on August 21, 2025, to notice the Zoning Ratification request in anticipation of the September 8th P&Z meeting. At that P&Z Meeting, 14 community members spoke to express concern about the Buc-ee's development.</p> <p>One individual outside of the 500 ft. notice area submitted written comments to the case manager in opposition to the request.</p> <p>Notice of the January 13, 2026, City Council meeting was published in the Boerne Star on December 28, 2025. The applicant also updated the public notice sign on December 9, 2025.</p>
Legal Review	This action is needed to meet statutory requirements.
Alternative Options	The City may approve, deny, or approval; approval in part; denial; or denial in part. Each condition or reason for denial must be directly related to the requirements of city regulations and may not be arbitrary.
Supporting Documents	<p>Ordinance No. 2026-01</p> <p>Aerial Map</p> <p>Future Land Use Map</p> <p>Zoning Map</p> <p>Environmental Constraints Map</p> <p>Public Comments – Written Responses</p> <p>Buc-ee's 380 Development Agreement</p> <p>Ordinance No. 2020-18 - B-2 Zoning Pre-UDC</p> <p>C3 Zoning Determination Letter</p> <p>Buc-ee's Project Briefing</p> <p>Commercial Zoning District Comparison</p>

ORDINANCE NO. 2026-01

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

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

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

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

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

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

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

WHEREAS, the City Council has complied with all notice and public hearing requirements of State law, and a public hearing was held on January 13, 2026, at which time interested parties were given an opportunity to be heard; and

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

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

Section 1.

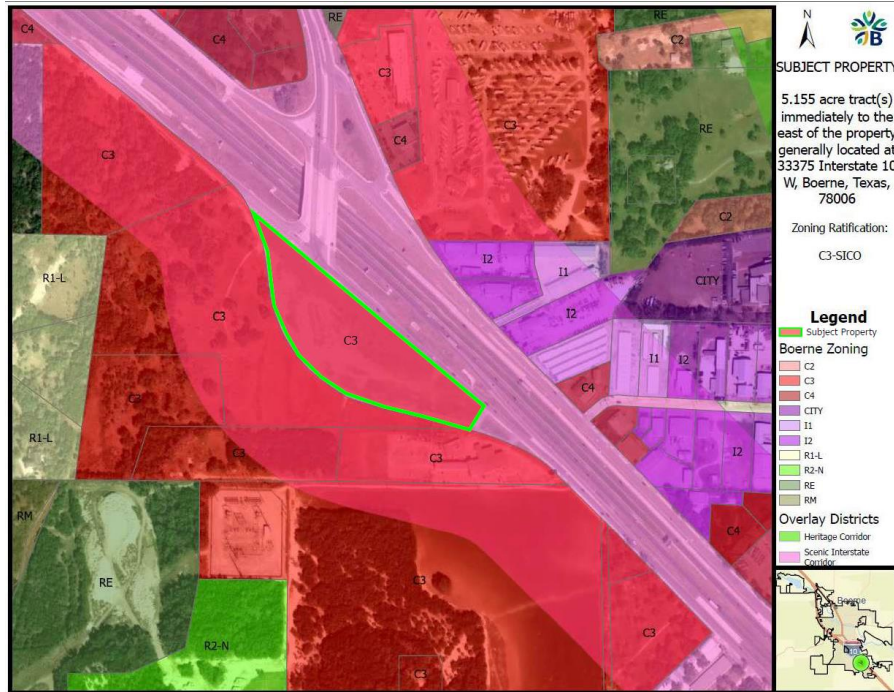
The foregoing recitals are hereby made a part for all purposes as findings of fact.

Section 2.

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

Section 3.

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



Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

PASSED AND APPROVED on this the first reading the 13 day of January, 2026.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

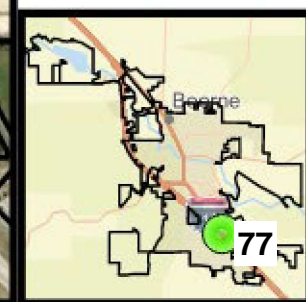
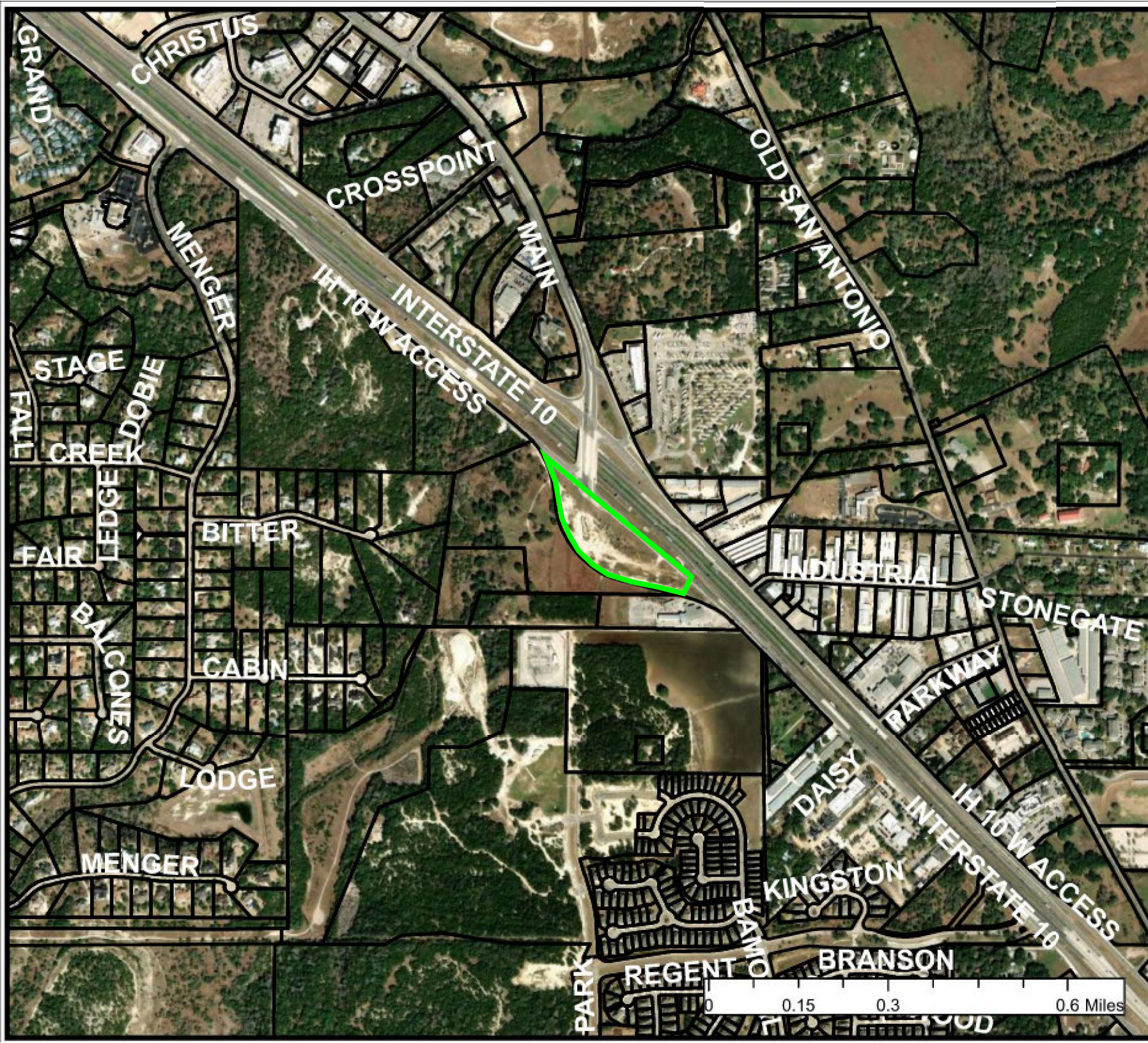


**SUBJECT
PROPERTY**

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

Legend

-  Parcels
-  Subject Property





SUBJECT PROPERTY

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

Legend

 Subject Property


Future Land Use

 Auto-Oriented
Commercial

 Business Park

 Neighborhood
Commercial

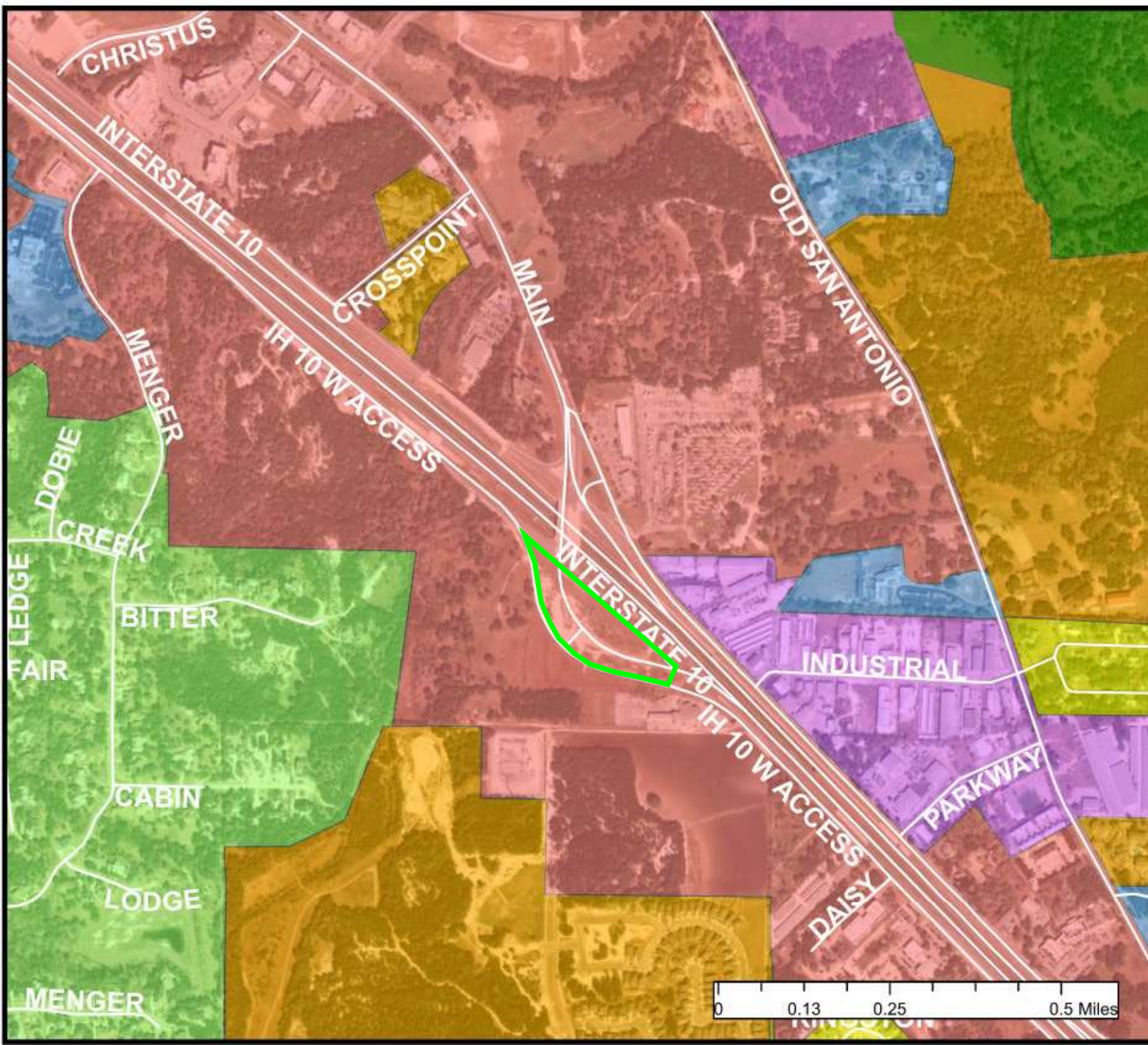
 Neighborhood
Residential

 Parks and Open
Space

 Public and
Institutional

 Rural Estate

 Transitional
Residential






SUBJECT PROPERTY

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











Zoning Ratification:

C3-SICO

Legend

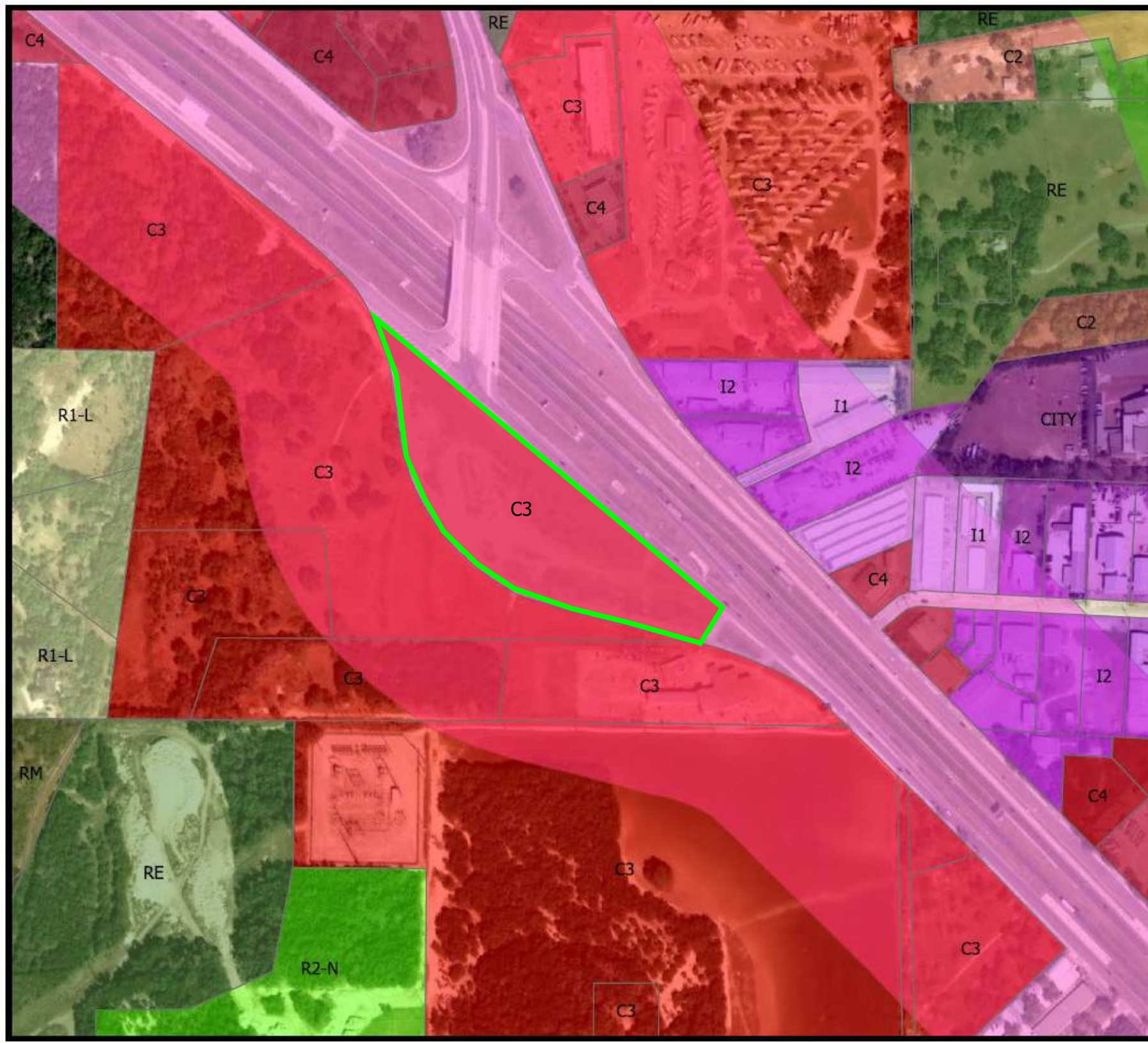
 Subject Property

Boerne Zoning

-  C2
-  C3
-  C4
-  CITY
-  I1
-  I2
-  R1-L
-  R2-N
-  RE
-  RM

Overlay Districts

-  Heritage Corridor
-  Scenic Interstate Corridor



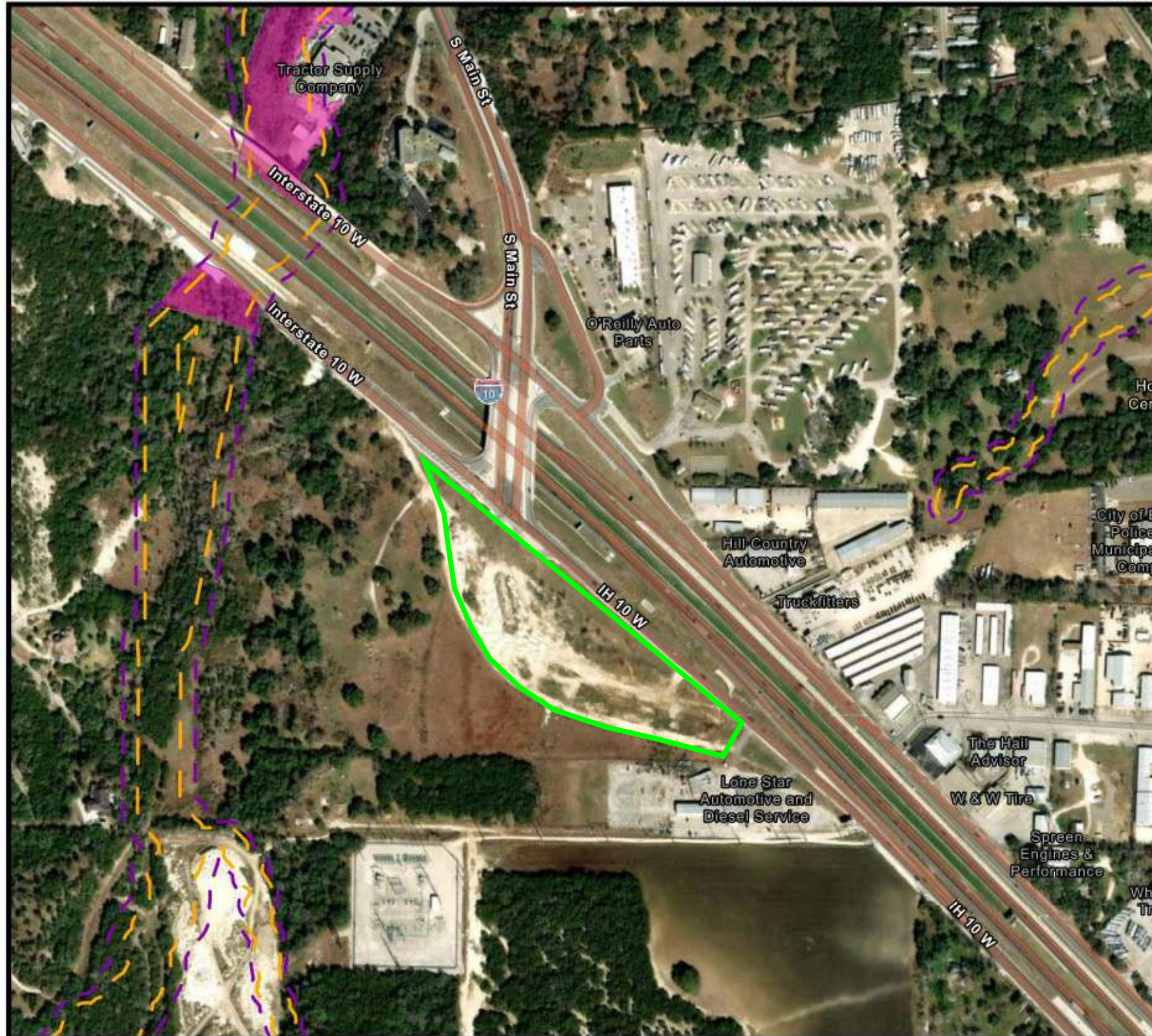


SUBJECT PROPERTY

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

Legend

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



From: [REDACTED]
Sent: Friday, June 27, 2025 9:22 PM
To: P&ZCommissioners <PZCommissioners@ci.boerne.tx.us>
Subject: Bucee's and Goodwill hearings on July 7th

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

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

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

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

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

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

Please deny their request.

Thank you,

Lu Rae M. Baggs

ECONOMIC DEVELOPMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

ARTICLE I THE PROJECT

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

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

ARTICLE II ECONOMIC INCENTIVES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Provide (or cause to be provided) to the eastern Property boundary line and make available for connection, a 3-phase overhead primary electric distribution line, such electric distribution line shall be located as depicted on Exhibit B; and

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

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

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

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

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

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

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

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

ARTICLE III COMPANY REQUIREMENTS

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

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

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

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

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

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

6. Construction and Interpretation.

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

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

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

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

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

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

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

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

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

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

If to City:

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

If to Developer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

8/29/2016
Date

CITY:

CITY OF BOERNE

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

ATTEST:

Lori A. Carroll
LORI A. CARROLL, City Secretary

Approved as to form:

[Signature]
City Attorney's Office

DEVELOPER:

BUC-EES, LTD

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

8/15/16
Date

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

LIST OF EXHIBITS

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

EXHIBIT A

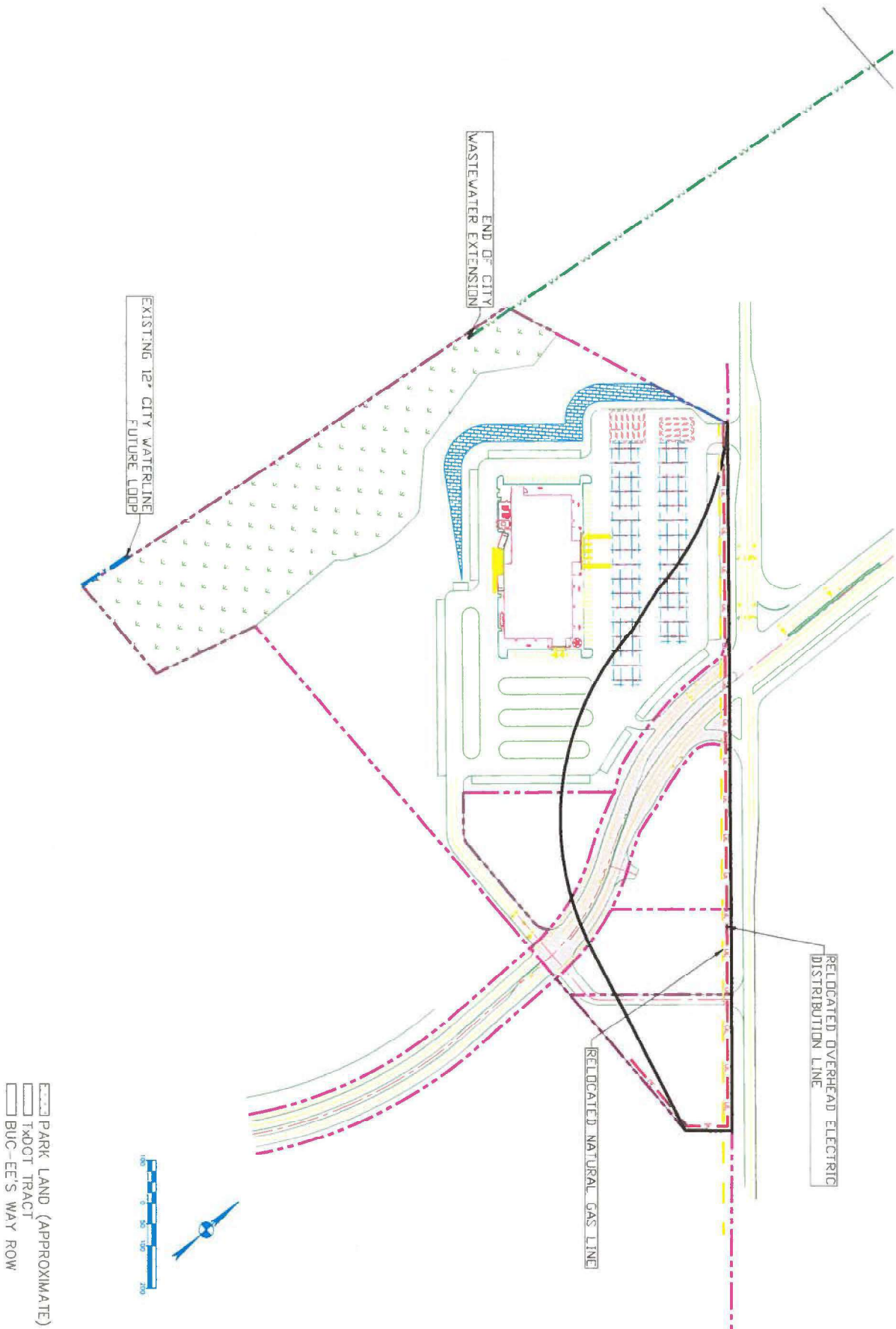
Description of Property

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

EXHIBIT B

SITE PLAN

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SHEET EXH-B

**EXHIBIT B
 SITE PLAN**
 BUC-EE'S - BOERNE
 BUSINESS 87 & INTERSTATE HIGHWAY 10
 BUC-EE'S, LTD.

SHEET INFORMATION			
DATE: 08-12-2016	PROJECT NO: 00030-12	DESIGNED BY: RSR	GROUP BY: RSR
APPROVED BY: JSC	FILE NAME: BUC-EE'S	PLANT NAME: 1107	
ISSUED FOR PERMIT REVIEW & BIDDING ONLY			
ISSUED FOR CONSTRUCTION			



RATCLIFF ENGINEERING SERVICES, L.L.C.
 P.O. BOX 17881
 DALLAS, TEXAS 75217
 OFFICE (214) 855-7887
 TSPS FORM #1424

NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF R.E. RATCLIFF, L.L.C.

REVISIONS			
NO.	REVISION	DATE	BY
1	PRELIMINARY		

EXHIBIT C

TXDOT Tract

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

EXHIBIT D

TXDOT Letter



Texas Department of Transportation

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

July 26, 2016

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

Dear Mayor Schulz:

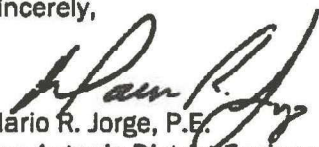
The following should address the requested consideration discussed at our coordination meeting on July 21, 2016.

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

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

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

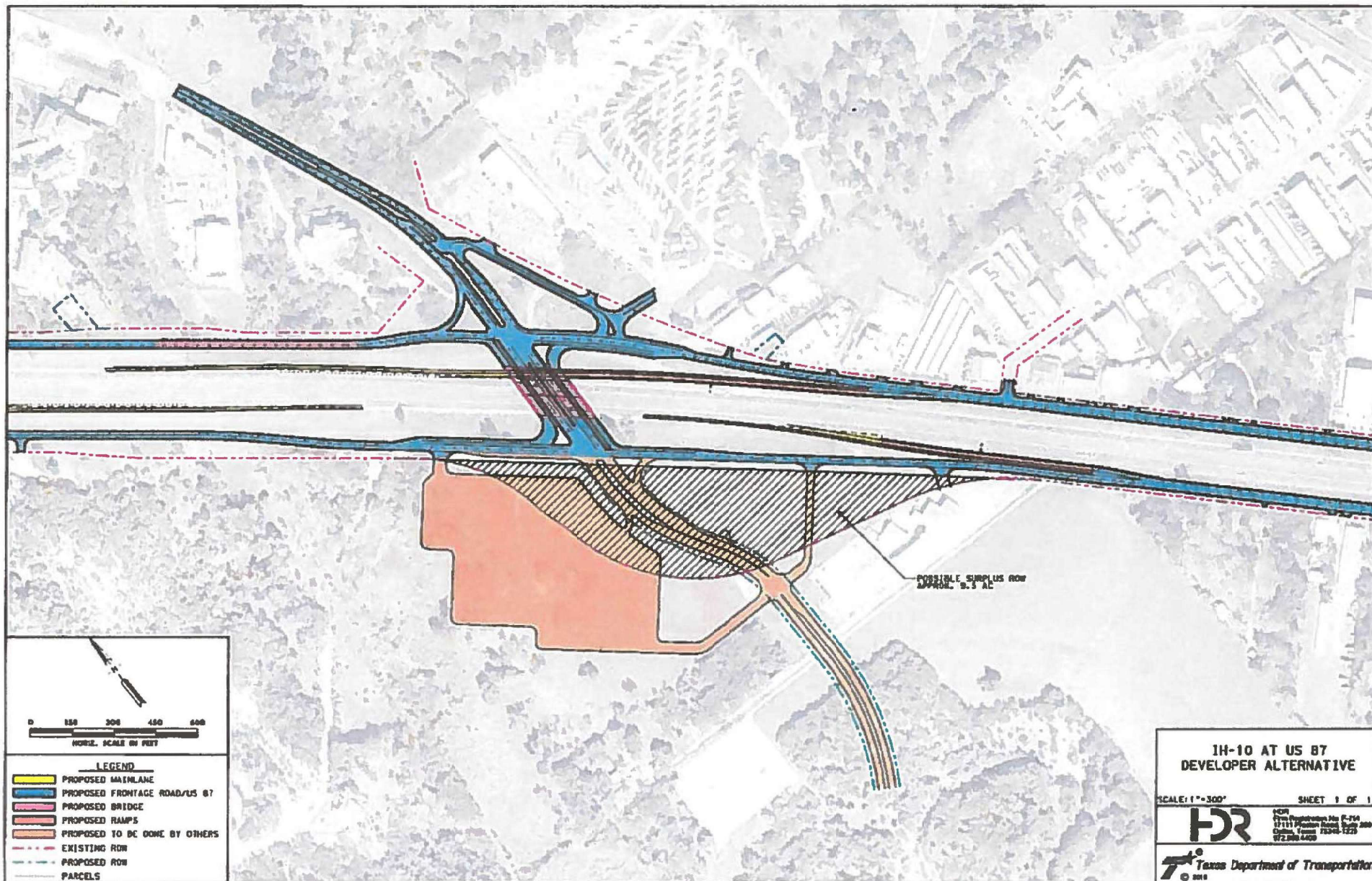
Sincerely,

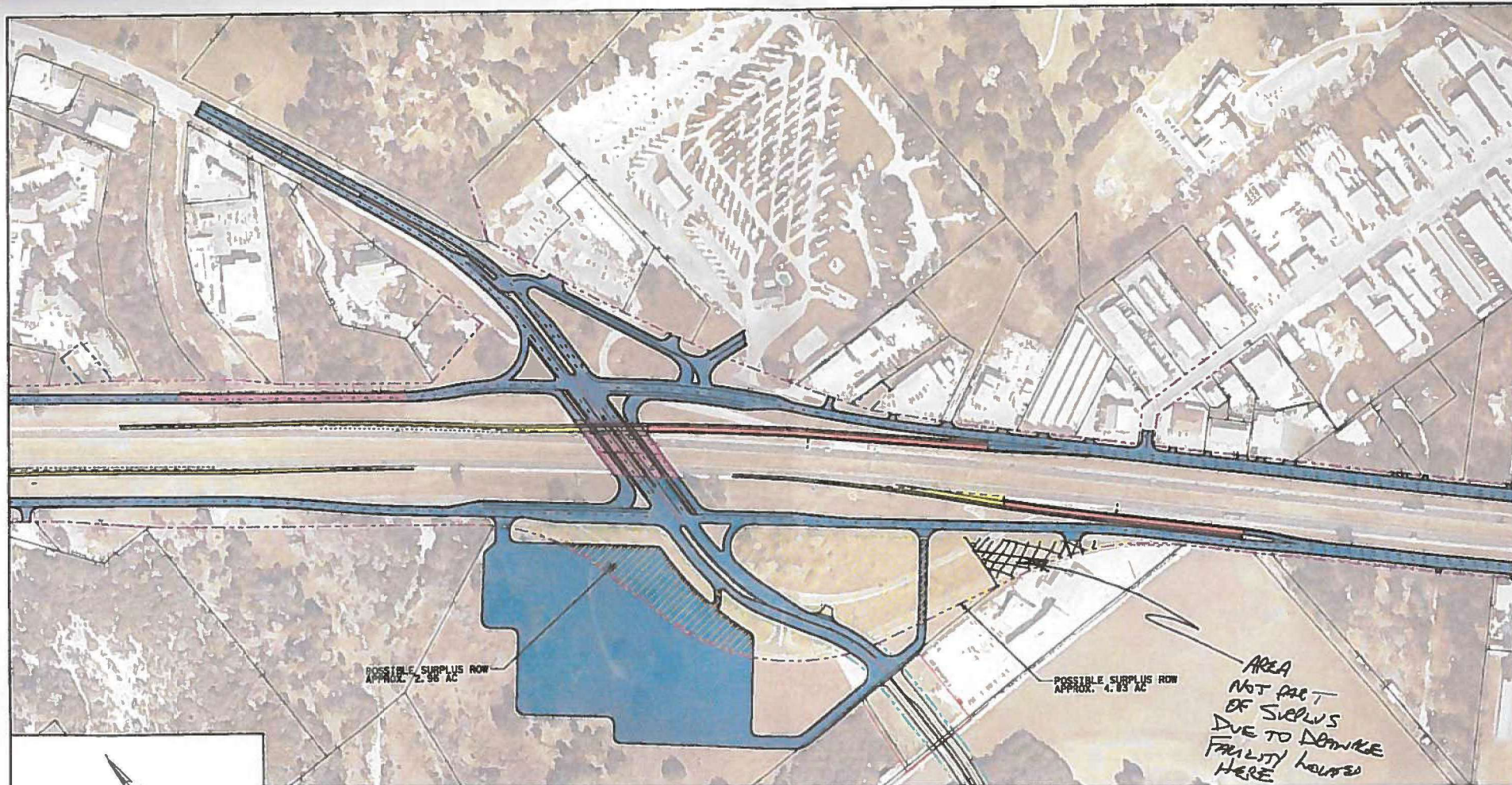

Mario R. Jorge, P.E.
San Antonio District Engineer

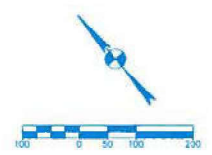
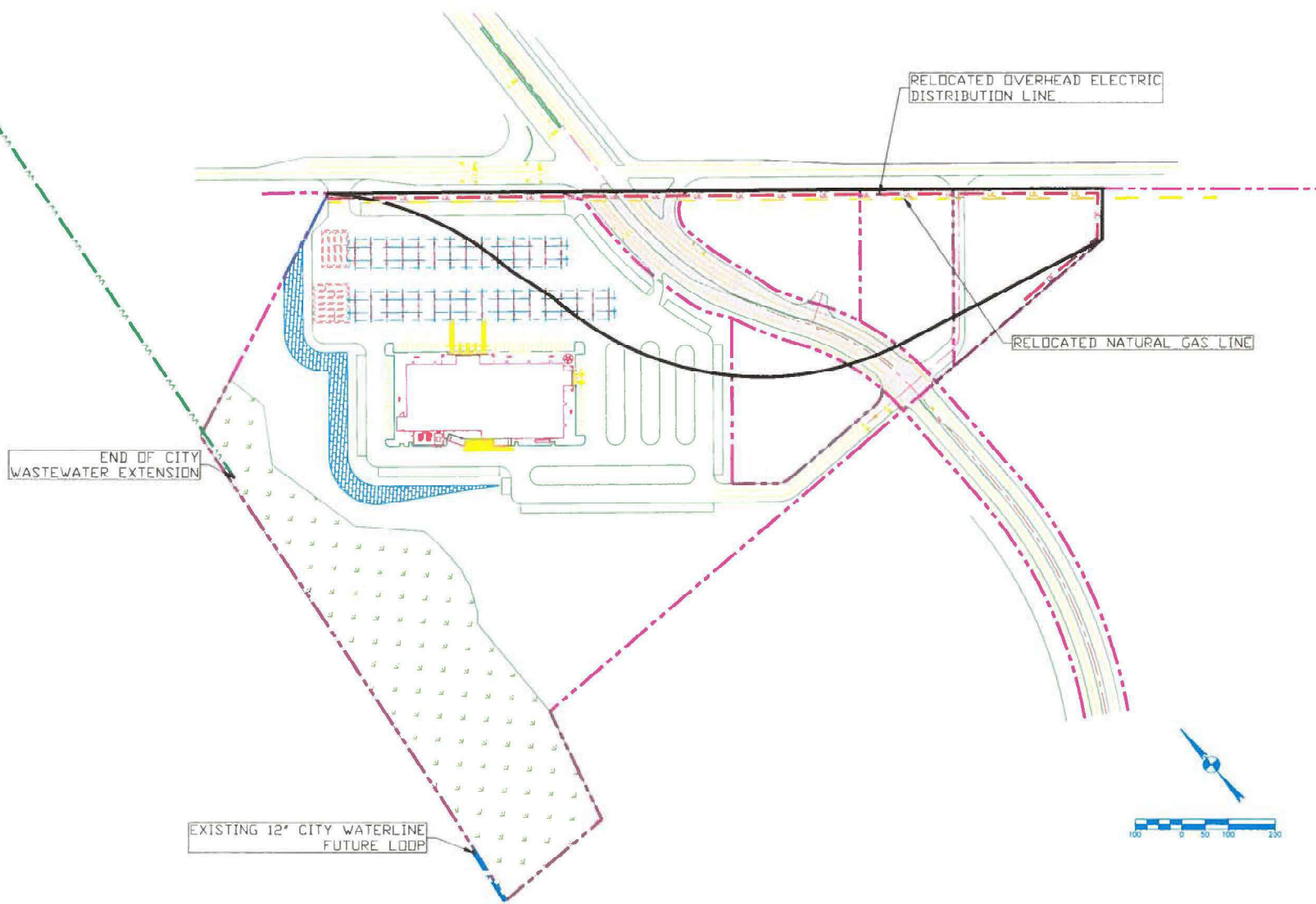
OUR VALUES: People • Accountability • Trust • Honesty

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

An Equal Opportunity Employer



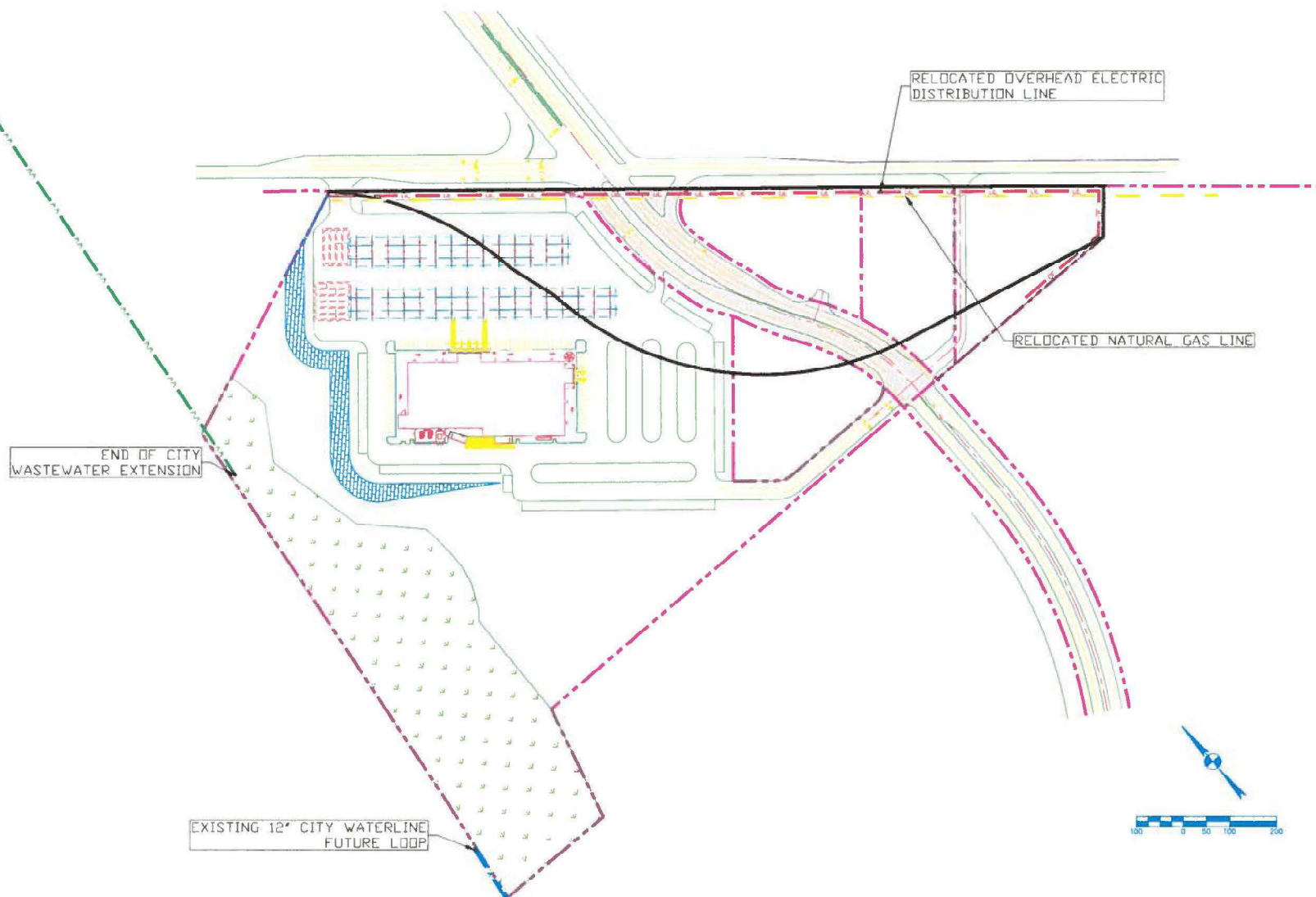




- PARK LAND (APPROXIMATE)
- TxDOT TRACT
- BUC-EE'S WAY ROW

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 Warning: This document is provided by U.S. Copyright Law Under Section 102 of the U.S. Copyright Act and the Anticircumvention Copyright Protection Act of 1998. Unauthorized reproduction and distribution of this document or any portion of it, either done for the use of this particular project, or published and distributed, will be prosecuted to the maximum extent possible under the law.

REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">NO.</th> <th style="width: 45%;">DESCRIPTION</th> <th style="width: 50%;">DATE</th> </tr> <tr> <td>1</td> <td>PRELIMINARY</td> <td></td> </tr> </table>	NO.	DESCRIPTION	DATE	1	PRELIMINARY		<p style="font-size: 0.8em;">THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR FINAL PURPOSES.</p> <p style="font-size: 0.8em;">DATE OF THE DATE STAMP: 01/23/2016</p> <p style="font-size: 0.8em;">BY: [Signature]</p>	<p style="font-size: 0.8em;">RATCLIFF ENGINEERING SERVICES, L.L.C. P.O. BOX 1081 DALLAS, TEXAS 75201 PHONE: (214) 880-7807 FAX: (214) 880-7808 WWW: WWW.RATCLIFF.COM</p> <div style="text-align: center;"> </div>				
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SHEET INFORMATION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DATE: 01/23/2016</td> <td style="width: 20%;">PROJECT NO: 10000-10</td> <td style="width: 20%;">DESIGNED BY: [Signature]</td> <td style="width: 20%;">APPROVED BY: [Signature]</td> <td style="width: 20%;">CHECKED BY: [Signature]</td> </tr> <tr> <td colspan="5"> DRAWN FOR: BUC-EE'S CHECKED FOR: [Signature] SCALE: AS SHOWN </td> </tr> </table>			DATE: 01/23/2016	PROJECT NO: 10000-10	DESIGNED BY: [Signature]	APPROVED BY: [Signature]	CHECKED BY: [Signature]	DRAWN FOR: BUC-EE'S CHECKED FOR: [Signature] SCALE: AS SHOWN				
DATE: 01/23/2016	PROJECT NO: 10000-10	DESIGNED BY: [Signature]	APPROVED BY: [Signature]	CHECKED BY: [Signature]								
DRAWN FOR: BUC-EE'S CHECKED FOR: [Signature] SCALE: AS SHOWN												
EXHIBIT B SITE PLAN BUC-EE'S - BOERNE BUSINESS 87 & INTERSTATE HIGHWAY 10 BUC-EE'S, LTD.												
DRAWING SHEET: EXH-B OF												



- PARK LAND (APPROXIMATE)
- TxDOT TRACT
- BUC-EE'S WAY ROW



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY		

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF DAVID S. RATCLIFF, P.E. ON THE DATE SHOWN HEREON. IT IS NOT TO BE USED FOR CONSTRUCTION, RECORDING, OR FOR ANY PURPOSES OTHER THAN THOSE FOR WHICH IT WAS PREPARED.

RATCLIFF ENGINEERING SERVICES, LLC
P.O. BOX 1007
COLUMBIA, TEXAS 77201
OFFICE (713) 460-7887
FAX (713) 460-7881



SHEET INFORMATION			
DATE	PROJECT NO.	PROJECT NAME	SCALE
01/11/16	16-03-001	BOERNE	AS SHOWN
DESIGNED BY: ESR	DRAWN BY: ESR	APPROVED BY: ESR	DATE: 01/11/16
CHECKED BY: ESR	CHECKED BY: ESR	CHECKED BY: ESR	CHECKED BY: ESR
CREATED FOR: PROJECT REVIEW & RECORD ONLY			
CREATED FOR: CONSTRUCTION			

EXHIBIT B
SITE PLAN
BUC-EE'S - BOERNE
BUSINESS 87 & INTERSTATE HIGHWAY 10
BUC-EE'S, LTD.

DRAWING
SHEET: EXH-B
OF

EXHIBIT E

Buc-ee's Way ROW Description

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

EXHIBIT F

Form Utility Easement

**PERMANENT EASEMENT
FOR UTILITIES**

Grantor:

Grantor's Mailing Address (including county):

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

Grantee's Mailing Address (including county):

Post Office Box 1677,
Boerne, Kendall County, Texas

Property:

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

Grant of Easement:

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

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

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

Together with the right of ingress and egress over passable areas of the Grantor's adjacent land, when the delineated entrance point that abuts public right-of-way is obstructed and/or inaccessible, either in whole or in part, in order to access or leave the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, repairing, and removing the Utilities; the right to place new or additional Utilities in the Easement and to change the size of the Utilities within the Easement; the right to relocate along the same general direction of the Utilities; the right to remove from the Easement all trees and parts thereof, or other obstructions, which reasonably endanger or may reasonably interfere with the efficiency of the Utilities; and the right to place temporary structures for use in constructing or repairing the Utilities.

TO HAVE AND TO HOLD the above described Easement unto the Grantee, its successors and assigns, until the Easement shall be abandoned by the Grantee, as evidenced by a Certificate of Abandonment executed by the Mayor or his designated representative.

This Easement is MADE and ACCEPTED subject to the following:

1. The Grantor specifically reserves the right to use all or any part of the Easement for any purpose, which does not damage, destroy, injure, and/or unreasonably interfere with the Grantee's use of the Easement. However, the easement shall be kept clear of all structures, trees, large plants and other improvements.
2. The Grantee shall make commercially reasonable efforts to ensure the damage to the Property is minimized and will at all times, after doing any work in connection with the Utilities, restore the Property to the condition in which the Property was found before such work was undertaken to the extent that such restoration is reasonable in accordance with the Grantee's usual and customary practices.
3. The Grantee shall install double swing gates with a minimum clear opening of twelve (12) feet wide wherever fences cross the Easement.

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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this _____ day of _____, 20__ A.D.

By: _____

[Notary Page Follows]

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

_____.

(Seal)

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

ORDINANCE NO. 2020-18

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

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

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

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

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

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

Section 1.

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

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

Section 2.

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

July 31, 2025

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

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

Dear Mr. Beard:

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

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

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

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

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

Respectfully,



Nathan Crane, AICP
Planning Director
City of Boerne

Cc: file



447 N. Main Street, Boerne, TX 78006
Phone: 830-249-9511 Fax: 830-249-9264

WWW.BOERNE-TX.GOV

City of Boerne

Buc-ee's Project Briefing

AUGUST 27, 2025



Presented By:
City Manager's Office



Collaboration • Integrity • Service • Excellence • Respect

Table of Contents

Introduction.....	1
Executive Summary.....	1
Economic Development (DA) – Buc-ee’s Obligations and City Commitments	3
Zoning History, Procedural Observations, and Vesting Rights.....	5
Signage.....	7
Traffic Impact Analysis (TIA) – Requirements, Findings, and Status	10
Utility Infrastructure Requirements and Status.....	12
Plan Submittals and Permit Requests to the City of Boerne	15
Community Opposition and Engagement.....	16
Project Timeline and Milestones	18
Next Steps and Monitoring	21
Conclusion and Acknowledgments	22

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

Introduction

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

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

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

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

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

Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

Key Terms of the 2016 Agreement

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

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

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

- **City Infrastructure Commitments**

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

- **Developer Commitments**

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

- **Performance and Compliance**

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

Publicly Stated Economic Impact

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

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

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

Follow-Up Actions on the Agreement

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

Key Takeaways

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

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

Zoning History, Procedural Observations, and Vesting Rights

Background and Initial Zoning Actions (2020)

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

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

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

Subsequent Property Acquisition (2023)

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

Discovery of Oversight During Parking Expansion Proposal (2025)

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

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

Zoning Determination and Proposed Correction (2025)

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

The reasoning was threefold:

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

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

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

Property Owner's Position and Rights

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

Key Takeaways for Stakeholders

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

Signage

Overview

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

Early Discussions and Development Agreement Context

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

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

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

Regulatory Background

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

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

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

Buc-ee's Sign Application History

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

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

The committee's report established:

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

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

Public Concerns and Controversy

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

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

Vesting Rights and Applicable Standards

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

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

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

Key Takeaways for Stakeholders

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

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

City TIA Code Framework

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

Key provisions include:

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

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

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

Buc-ee’s TIA History

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

Review Timeline:

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

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

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

Findings and Next Steps

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

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

Transparency and Public Value

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

Utility Infrastructure Requirements and Status

Early Coordination (2016–2018)

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

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

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

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

Renewed Planning (2019–2021)

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

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

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

Construction and ROW Acquisitions (2022–2024)

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

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

Sewer Construction Coordination (2025)

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

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

Utility Relocations (2025)

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

Summary

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

Key takeaways include:

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

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

Plan Submittals and Permit Requests to the City of Boerne

Overview of the Review Process

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

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

Chronology of Major Permit Applications

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

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

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

Observations

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

Community Opposition and Engagement

Public Concerns and Organized Opposition (2016–2019)

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

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

The primary concerns raised included:

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

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

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

Coordination with Adjacent Neighborhood

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

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

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

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

City Response and Outcome

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

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

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

Project Timeline and Milestones

Early Discussions and Agreement (2015–2016)

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

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

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

Early Development and Signage Disputes (2017–2018)

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

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

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

Vesting and Initial Applications (2019–2020)

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

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

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

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

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

Neighborhood Coordination and Design Adjustments (2021–2022)

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

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

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

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

Infrastructure Preparations and Renewed Permitting (2023–2024)

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

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

In 2024, several permits were submitted:

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

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

Construction and Zoning Ratification (2025)

Early 2025 marked the first visible signs of construction.

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

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

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

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

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

Public hearings were rescheduled:

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

Summary

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

Next Steps and Monitoring

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

Accessory Parking Lot Zoning

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

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

Vertical Construction Permits

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

Monitoring and Transparency

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

Conclusion and Acknowledgments

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

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

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

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

Acknowledgments

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

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

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

SECTION 17. B-2 - HIGHWAY COMMERCIAL DISTRICT

- A. **Purposes.** The B-2 districts are located along principal arterial streets, adjacent to other non-residential districts. They are areas suitable for general retail trade and a wide variety of other commercial uses. The district regulations are designed to encourage these uses, while also protecting the abutting and nearby areas.
- B. **Applicability.** This district is applicable in areas where large scale and regional businesses are appropriate, and where the impacts on other more walkable development patterns can be minimized, both in terms of physical design and in terms of uses that have a regional draw. Therefore it should be limited in application to areas with good highway access, and away from areas where smaller-scale, and neighborhood oriented businesses are desired.

C. **Required Lot and Building Dimensions.**

MINIMUM LOT AREA	10,000 square feet
MINIMUM LOT WIDTH	60 feet
MINIMUM FRONT YARD	0 - 20 feet
MINIMUM SIDE YARD	0 feet, if party wall; 5' if not party wall;
MINIMUM REAR YARD	0' - See Combined Commercial Design Standards for rear/side location parking requirements
MAXIMUM BUILDING HEIGHT	75' - See 3.05.001 for Height exceptions – City Council may approve a height over 75' (Ord. No. 2017-03, §1, 1-24-2017)

- D. **Permitted Uses.** The uses permitted in the B-2 district are specified in Table 5-1 as either “permitted” or “conditional” or “restricted”.
- E. **Restrictions on Particular Uses.**
1. A trailer court must provide water and sewer service for each unit.
 2. Mixed-use Dwelling Units must meet the following specific site and building design standards:
 - a. Each unit, residential and commercial, shall have two clearly distinct areas.
 - b. Each area shall separately and independently meet the required building codes applicable to the intended use for that portion of the building.
 - c. Occupational or vocational uses allowed in the non-living portion may be any non-residential use allowed in the zoning district. The use shall not by reason of noise, odor, or physical operation create any impacts on adjacent lots that are adverse to adjacent uses. Uses with a tendency to create external impacts or visible signs of operation may be further limited in terms of site design or hours of operation in order to minimize potential impacts.
 - d. Required parking shall be based on the greater of the parking required for the non-living area or the living area.
(Ord. No. 2012-04, §5, 4-24-2012)
 3. Bed and Breakfasts shall meet the restrictions in Article 3, Section 04.

F. **Specific Site and Building Design Standards.**

1. Due to the more compact development pattern, and the important relationship between the design of buildings, sites, open spaces and streetscapes in creating a walkable, mixed-use environment integrated into adjacent neighborhoods, the Combined Commercial Design Standards in Article 3, Section 09 of the Zoning Ordinance shall apply to all lots in the B-2 District.
2. All lots in the B-2 District which are located in the Entrance Corridor Overlay as specified in Article 5, Section 25 of the Zoning Ordinance shall meet the standards of that section.

SECTION 18. B-2R - HIGHWAY COMMERCIAL – RESTRICTED DISTRICT

- A. **Purposes.** The B-2R districts are usually located between residential areas and business areas. They are areas suitable for general retail trade and a more limited range of uses than that of other commercial districts. The district regulations are designed to encourage these uses, while also protecting the abutting and nearby residential areas.
- B. **Applicability.** This district is applicable on the fringes of B-2 zoning, and in areas abutting large scale and regional businesses are appropriate in a limited and controlled manner. Limitations should be focused on minimizing impacts on other more walkable development patterns in adjacent areas or on adjacent residential neighborhoods, both in terms of physical design and in terms of uses that have a regional draw.

C. **Required Lot and Building Dimensions.**

MINIMUM LOT AREA	10,000 square feet
MINIMUM LOT WIDTH	60 feet
MINIMUM FRONT YARD	0 - 20 feet
MINIMUM SIDE YARD	0 feet, if party wall; 5' if not party wall;
MINIMUM REAR YARD	0 feet - See Combined Commercial Design Standards for rear/side location parking requirements
MAXIMUM BUILDING HEIGHT	38' - See 3.05.001 for Height exceptions

- D. **Permitted Uses.** The uses permitted in the B-2R district are specified in Table 5-1 as either “permitted” or “conditional” or “restricted”.

E. **Restrictions on Particular Uses.**

1. Bed and Breakfasts shall meet the restrictions in Article 3, Section 04.

F. **Specific Site and Building Design Standards.**

1. Due to the more compact development pattern, and the important relationship between the design of buildings, sites, open spaces and streetscapes in creating a walkable, mixed-use environment integrated into adjacent neighborhoods, the Combined Commercial Design Standards in Article 3, Section 09 of the Zoning Ordinance shall apply to all lots in the B-2R District.
2. The City Council may grant a waiver to the application of any or all of the Commercial Center Design Standards, after a recommendation by the Planning and Zoning Commission, if:
 - a. The particular standard or standards are not applicable to the specific lot by reason of its context of the lot;
 - b. Consideration of alternative methods of meeting the intent of the Combined Commercial Design Standards, and the Design Guidelines had been incorporated in the project design;
 - c. An alternative design that equally or better meets the intent of the Combined Commercial Design Standards is used; and
 - d. Waiver of the standard or standards does not compromise existing or potential future development on adjacent lots or the ability of the zoning district as a whole to best meet the intent of the district.
3. All lots in the B-2R District which are located in the Entrance Corridor Overlay as specified in Article 5, Section 25 of the Zoning Ordinance shall meet the standards of that section.

Legend for Table of Uses	Neighborhood Office	Office Park	Industrial Office	Neighborhood Commercial	Transitional Commercial	Community Commercial	Regional Commercial	Craft Commercial	Storage and Transportation	Light Industrial	General Industrial	City Property	Civic and Institutional
P = Permitted by right S = Special Use Permit T = Temporary Uses (may require a permit from Permitting and Code Compliance) (Blank) = Not permitted													
Uses by Use Group	O1	O2	O3	C1	C2	C3	C4	CR	I1	I2	I3	City	CIV
Residential Use Group - See Sec. 3-6 for Use Restrictions													
Assisted living facility				P	P	P	S						
Community home				S	S			S					
Halfway house				S	S			S					
Live-work unit				P	P	P		P	S	S			
Mixed-use building				S	S	S	S						
Multi-family (5-10 units p/ac & 2.5 stories or less)					X	X	X						
Multi-family (18 units p/ac or less)					X	X	X						

Multi-family (over 19 units p/ac)					X	X	X						
Nursing/residential care facility				S	P	P	S						
Single-family dwelling (attached)				P	S			S					
Single-family dwelling (detached)				P	S			S					
Civic Use Group - See Sec. 3-6 for Use Restrictions													
Assembly	S	S	S	S	P	P	P	S	S	S	S		P
Cemetery												P	P
Club/lodge					S	P		P		P			P
College/university							S			P		P	P
Correctional facility/jail												P	S
Developed athletic field/stadium												P	P
Government facility	P	P	P	P	P	P	P	P	P	P	P	P	P
Library					P	P	P			S		P	P
Museum					P	P	P			S		P	P
Park or open space (private)	P	P	P	P	P	P	P	P	P	P	P	P	P
Park or open space (public)	P	P	P	P	P	P	P	P	P	P	P	P	P

Public safety facility												P	P
School	P	P	P	P	P	P	P	P	P	P	P	P	P
>Employment Use Group - See Sec. 3-6 for Use Restrictions													
Business park/campus		P	P							P	S		
Office (1 story)	P	P	P	P	P	P	P	P	P	P	S	P	
Office (2 stories)	P	P	P	S	P	P	P	P	P	P	S	P	
Office (over 2 stories)		P	P			S	P		S	P	S	P	
Retail Use Group- See Sec. 3-6 for Use Restrictions													
Automobile parts and parts sales					S	P	P	S	P	P			
Automobile sales						S	S		P				
Bar/wine bar				S	S	P	P	P					
Brewery/distillery							S	S		S	P		
Craft alcohol production				S	S	P	P	P					
Convenience store			P	S	P	P	P		P				
Gas station			P		S	S	P	S	P		P		
Grocery store				P	P	P	P						
Mobile food park				S	S	S	S	P					
Multi-tenant building				P	P	P	P						
Restaurant				P	P	P	P	S					

Retail sales				P	P	P	P						
Shopping mall							P						
Thrift store (no outside storage/donation bin)				S	S	S	S	S					
Thrift store (with outside donation/storage bin)						S	S	S			P		
Truck Stop							S				S		
Warehouse retail		P					S				S		

Service Use Group - See [Sec. 3-6](#) for Use Restrictions

Animal boarding (indoor)				S	P	P	P			P		P	
Animal boarding (outdoor)									P	S	P	P	
Automobile rental						S	P		P	S			
Automobile service (no outside storage)					S	P	P	P		P	P		
Automobile service (outside storage)						S	P			P	P		
Bank/financial institutions				S	P	P	P						
Barber/beauty shop	P			P	P	P	P	P					
Bus terminal			S			S	S		P	S	P	P	

Car wash						P	P			P	P		
Commercial mail facility	P	P	P	P	P	P	P	P	P	P	P		P
Commercial recreation (indoor)					S	P	P	S					
Commercial recreation (outdoor)						S	P						
Day care/adult				S	S	S							S
Day care (more than 6 children, not home occupation)	S			S	S	S				S			S
Funeral home/mortuary					S	P	P			S			
Gym/sports training facility (10,000 sf or less)				P	P	P	P	P	P	P			
Gym/sports training facility (over 10,000 sf)						P	P						
Hotel - boutique (30 rooms or less)					S	S	P						
Hotel/motel						S	P						
Laboratory				S	S	S	S	P		P			
Laundry (self service)		S	P	S	S	P		P					
Medical - freestanding emergency room					S	P	P						

Medical - hospital/inpatient care facility						S	P						
Medical - laboratory/diagnostic services				P	P	P	P						
Medical - offices/outpatient	S			P	P	P	P						P
Medical - pharmacy	S			S	P	P	P						
Medical - surgical center					S	P	P						
Medical - urgent care				S	P	P	P						P
Mixed-use lot	P			S	S	S	S	P				P	P
Movie theater					S	S	P						
Parking lot/garage			P		S	S	P	P	P	P	P	P	P
Pawn shop			S			S	S	S					
RV park							S		S				
Spa	P			P	P	P	P						
Towing Facility/Impound Yard											S		
Trade school			P			S	P	P		P	P	P	P
Veterinary clinic (indoor boarding)				S	P	P	P			P	P		

Veterinary clinic (no boarding)				S	P	P	P			P	P	P	P
Veterinary clinic (outdoor boarding)									P	S	P		
Wholesale			P				S	P	P		P		
Industrial and Utility Use Group - See Sec. 3-6 for Use Restrictions													
Artisan craft production				S	S	S	S	P		P	P		
Commercial communication system	S	P	P	S	S	S	P	S	P	P	P	P	
Contractor			P	S	S	S	S			P	P		
Fabrication (indoor)								P		P	P		
Industrial arts studio			S		S	S		P		P	P		
Industrial park			P							P	P		
Junk yard											S		
Maintenance facility									P	P	P	P	P
Manufacturing										S	P		
Mini-warehouse			P				S		P		S	P	
Oversize vehicle and machinery rental, sales and service									P		P	P	
Portable building sales									P		P		

Processing										S	P		
Railroad facility									P	P	P	P	P
Regional detention facility			P							P		P	P
Research and development facility			S							P			
Utility station, sub-station, or service center										P	P	P	P
Warehousing									p	P	P	P	
Agriculture and Natural Resource Use Group - See Sec. 3-6 for Use Restrictions													
Commercial agriculture									P				
Commercial stable									P				
Community garden				S	S	S	S	S					P
Exhibition/fairgrounds						S	S			S			
Farmer's market				S	S	S	S	S					
Plant nursery					P	P	P	P					
Produce stand	S			S	S	S	S	S					
Urban farm, large (one acre or more)					S	S	S						
Urban farm, small (less than one acre)				S	S	S	S						

SOB Use Group - See [Sec. 3-6](#) for Use Restrictions

Adult bookstore											S		
Adult entertainment establishment											S		
Adult motion picture theater											S		

Accessory Use Group (a use that is incidental to a primary use) - See [Sec. 3-6](#) for Use Restrictions

Accessory automobile service (outside storage)						S	S		P	P	P	P	
Accessory bank kiosks	P	P	P	P	P	P	P	P		P			
Accessory car wash				S	S	S	S		P		P	P	
Accessory childcare	P	P	P	P	P	P	P	S	S	S	S		P
Accessory commercial communication system									P	P	P	P	
Accessory convenience store		P	P		P	P	P	P	P	P	P		
Accessory display/sales area (outdoor)				S	S	S	S	P				P	
Accessory donation bin (outdoor)			S	S	S	S	S	S	P	P	P	P	P
Accessory drive-thru facility		S	S	S	S	S	P					P	

Accessory garden				P	P	P	P	P				P	P
Accessory laboratory									S	S	S		
Accessory maintenance facility						S	S		P	P	P	P	P
Accessory parking lot/garage	P	P	P	P	P	P	P	P	P	P	P	P	P
Accessory portable buildings								S	P	P	P	P	
Accessory processing			S		S	S	S	S	P	P	P		
Accessory sales yard (outdoor)						S	P	S		P	P		
Accessory school			P	S	S	P	P		P	P			P
Mobile Food Unit		P		P	P	P	P	P					

Temporary Use Group - See [Sec. 3-6](#) for Use Restrictions

Assembly	T	T	T	T	T	T	T	T	T	T	T	T	T
Carnival, circus, amusement rides						T	T	T				T	T
Donation bin (outdoor)			T					T	T	T	T		T
Mobile food unit	T	T	T	T	T	T	T	T	T	T	T	T	T
On-site construction offices	T	T	T	T	T	T	T	T	T	T	T	T	T
Outdoor donation bin			S	T	T	T	T	T	T	T	T	T	T

Outdoor equipment storage								T				T	
Portable storage units								T	T	T	T	T	T
Produce Stand		T	T	T	T	T	T	T				T	T
Assembly	T	T	T	T	T	T	T	T	T	T	T	T	T

SECTION 03. PERMITTED USES

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay											CL Overlay														
Residential Use Category	Only permitted in residential districts or B-3 at least one block off Main											All uses of the underlying R-district														
Detached Dwelling		P	P	P	P	P	P	P	P	P	P		P	P	P	P		R			P			R	R	
Duplex Dwelling										P				P	P		R									
Attached Dwelling								R	P	P				P	P		R		P					R	R	
Multi-Dwelling Structure											P						R	CC		R		R		R	R	
Mixed-Use Dwelling																	P	P	P	P	P			P	P	
Accessory Dwelling		R	R	R	R	R	R	R	R								R	CC				R				
Garden Home								P	P						P	P						R			P	P
Community Home		L	L	L	L	L	L								L	L					L					
Personal Care Home		P	P	P	P	P	P	P	P	P					P	P	P		R			P		P	P	
Retirement Community						CC		CC	CC						CC	CC	CC									
Civic Use Category																										
Assembly		CC	CC	CC	CC	CC	CC	CC	CC	CC			CC		CC	CC	CC	CC	CC						CC	CC
Club or Lodge																CC	P								P	P
Community Athletic Field		CC		CC	CC	CC		CC	CC						CC	CC										
Developed Athletic Field or Stadium		CC		CC	CC	CC		CC	CC						CC	CC										
Government Facility		CC	CC	CC	CC	CC		CC	CC						CC	CC	CC	CC	CC			CC	CC	P	P	
Museum or Library																P	P		P					P	P	

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

TABLE 3-1: PERMITTED USES & BASE ZONING DISTRICTS																											
PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	CL Overlay	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2	
School		P		P	P	P		P	P				P	P	P											P	P
Employment Use Category																											
Home Occupation		R	R	R	R	R	R	R	R				R	R	R	R	R	R			R	R		P			
Neighborhood Office																	P	P	P	P	CC	P	P		P	P	
General Office																		P	P	P	CC	P			CC	P	
Major Office or Office Complex																			P	P					CC		CC
Business Park or Campus																				CC	CC		CC		CC		
Retail Use Category																											
Automobile Gas Station																				CC							
Automobile Gas Station fronting IH-10																				P							P
Automobile Convenience Store																		CC	CC	CC	CC					CC	CC
Automobile Convenience Store fronting IH-10																			P								P
Automobile Parts & Parts Sales																			P		CC						
Automobile Sales																				CC							
Brew Pub																			P		P	P	P			P	P
Brewery																									P		
Mobile Food Vendor																	P	P	P	P		R		R	P	P	

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	CL Overlay	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2		
Restaurant (Convenience – non drive-thru)																	P	P	P	P	P	P			P	P		
Restaurant (Convenience – drive-thru)																				P	CC	CC				R	P	
Restaurant (Limited)																		P	P	P	P	P	P			P	P	
Restaurant (General)																			P		P	P	P			P	P	
Grocery Store																		P	CC		CC						P	P
Supermarket Store																			CC									R
Retail (Drive-thru)																			P	P	CC	CC						P
Retail (Neighborhood)																	P	P	P	P	P	P				P	P	
Retail (General)																	P	P	CC	CC	CC					R	P	
Retail (Major)																		CC									R	
Thrift Store (without outside storage/donation bin)																		P	P	P	P	P	P			P	P	
Thrift Store (with outside storage/donation bin)																			CC						P			
Warehouse Retail																			CC						CC			
Winery																			P		P	P	P		P	P	P	
Outdoor Retail Display																		P	P		P		P			P	P	
Outdoor Retail Sales Area																		P	CC		P		P		CC			
Outdoor Retail Sales Yard																										P		
Shopping Center																			CC								P	P
Service Use Category																												

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

TABLE 3-1: PERMITTED USES & BASE ZONING DISTRICTS																									
PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay										CL Overlay														
	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2	
Automobile Rental															P	P		CC					P		
Automobile Service w/outside storage																CC		CC				CC		CC	
Automobile Service w/o outside storage																P		CC				P	CC	P	
Bank and Financial Institutions																P	P	CC	P				P	P	
Bank Kiosks															P	P	P	P	P	P		P	P	P	
Bar																P	CC	R	P	R			R	P	
Barber and Beauty Shop (also see Spa)															P	P	P	P	P	P	P		P	P	
Bed & Breakfast	R	R	R	R	R	R	R	R	R		R	R	R		R	R	R	R	R	P	P		R	R	
Bus Terminal																P		P	P			P	P	P	
Car Wash																P						P			
Day Care Nursery (more than 6 children with or without home occupation)								CC							P	P	P						P	P	
Day Care / Before or After School															P	P	P						P	P	
Day Care / Adult															P	P	P					P			
Funeral Home or Mortuary																P		CC				P	CC	P	
Golf Course	CC																								
Group Home	L	L													L	L	L	L							
Gym (Neighborhood)															P	P	P	P		P			P	P	

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

TABLE 1: PERMITTED USES BY DISTRICT																											
PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	CL Overlay	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2	
Gym (General)																	P	P	CC	CC						P	P
Gym (Major)																			CC								CC
Health Clinic																			P	P	P						P
Hospital																		CC	CC	CC							
Hotel or Motel																			P	CC	CC	CC				CC	CC
Hotel (Boutique)																		P	P	P	P	P	P			P	P
Kennel		CC																							R		
Laboratory																				CC	CC				P		
Laundry (Self Service)																		P	P	P						P	P
Long Term Care Facility																		CC	P	P						CC	P
Medical Office																		P	P	P	P		P	P		P	P
Nightclub																			P		CC						P
Parking Lot or Parking Garage																			CC		CC	CC	CC			CC	CC
Pawn Shop																			P								
Recreational and Entertainment Facility																			CC		CC		CC			CC	CC
Rooming or Boarding House						L	L	L	L				L	L	L		L			L							
Spa																	P	P	P	P	P	P	P		P	P	
Theater																			P		P					CC	P
Trade School																			P					P			
Trailer Court	CC																		CC	CC							
Veterinary Clinic																			P	CC					P		P

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay											CL Overlay												
	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2
Veterinary Clinic w/kennel																						P		
Video or Pinball Arcade																P		P					P	P
Wholesale																CC						P		
Manufacturing and Utility Use Category																								
Contractor																CC						P		
Commercial Communication System	CC															CC						P		
Industrial Park																						P		
Junk Yard																						CC		
Large Vehicle and Machinery Rental, Sales and Service																CC						P		
Manufacturing																CC						P		
Mini-Warehouse.																CC						P		
Portable Building Sales																						P		
Processing																						P		
Utility Station, Sub-station, or Service Center	CC		CC	CC	CC		CC	CC			CC	CC	CC		CC	CC	CC	CC	CC	CC	CC	CC	CC	CC
Warehousing																						P		
Agriculture and Natural Resource Use Category																								
Agriculture	R																							

TABLE 5-1: PERMITTED USES & BASE ZONING DISTRICTS

PERMITTED USES BY DISTRICT P= Permitted generally, subject to ordinance standards R= Restricted, subject to specific conditions in this Ordinance CC= Conditional, subject to City Council review and approval L= Limitations as provided in Article 3, Section 18	CHD Overlay	R-A	RMA	R-E	RE-1	R-1	RN-1	R-2	R-3	R-D	R-4	CL Overlay	RMO-1	RMO-2	RMO-3	MHC	B-1	B-2	B-2R	B-3	RC	RR	O	I	MU-1	MU-2
	<i>Exhibition or Fairgrounds</i>	CC																								
	<i>Plant Nursery</i>	CC																P						P		
	<i>Stable</i>	CC																						P		
	Sexually Oriented Business Use Category																									
	<i>Adult Bookstore</i>																							R		
	<i>Adult Entertainment Establishment</i>																							R		
	<i>Adult Motion Picture Theater</i>																							R		

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

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

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

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



AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE THE MAYORAL APPOINTMENTS TO THE BOERNE PUBLIC LIBRARY ADVISORY BOARD AND TO THE ZONING BOARD OF ADJUSTMENTS AND APPEALS.
Contact Person	Frank A. Ritchie, Mayor Lori A. Carroll, City Secretary
Background Information	<p>Currently, there are vacancies on the Boerne Public Library Advisory Board and the Zoning Board of Adjustments and Appeals.</p> <p>Mayor Ritchie recommends appointing Diana Young to the Boerne Public Library Advisory Board to fill the vacancy.</p> <p>Additionally, Justin McKenzie, Vice Chair of the Zoning Board of Adjustments and Appeals, has resigned, creating a vacancy in that position. Mayor Ritchie recommends appointing Josh Surley, currently a regular member, to serve as Vice Chair, and appointing Clarissa Davis, currently an alternate member, to fill a regular member position.</p>
Strategic Alignment	C3 – Collaborating with community partners to enhance quality of life.
Financial Considerations	
Citizen Input/Board Review	
Legal Review	
Alternative Options	
Supporting Documents	



AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R05; A RESOLUTION RESCINDING RESOLUTION NO. 2026-R01, CORRECTING THE OFFICIALS TO BE ELECTED, AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026. <i>(Considerar la resolución número 2026-r05; una resolución que rescinde la resolución número 2026-r01, corrige a los funcionarios a ser elegidos y establece los procedimientos para la elección general del 2 de mayo de 2026.)</i>
Contact Person	Lori A. Carroll, City Secretary
Background Information	<p>You may remember this item was in the Consent Agenda at the January 13, 2026 meeting. However, I discovered an error on the resolution. While listing the districts up for election the “mayor” was inadvertently listed as well. The language was carried over from last year’s resolution. The attached resolution corrects the error.</p> <p>As part of the municipal election process, the City Council must order the General Election to be held on May 2, 2026, for the positions of Council Member District 1 and Council Member District 3.</p> <p>The filing period for candidates to submit an application for a place on the ballot will begin on January 14, 2026, and will conclude on February 13, 2026.</p> <p>The attached Resolution outlines the Early Voting and Election Day procedures, which will be administered by the Kendall County Elections Office. San Jacinto Day, a state holiday, occurs during the early voting period this year. As a result, there will be no early voting on Tuesday, April 21, 2026, although county offices will remain open.</p> <p>The City will remain responsible for all formal actions required by law throughout the election process.</p>
Strategic Alignment	B3 – Providing streamlines and efficient processes

Financial Considerations	This will be a joint election, and the cost will depend on the entities participating.
Citizen Input/Board Review	
Legal Review	
Alternative Options	
Supporting Documents	Resolution No. 2026-R05 (providing details)

RESOLUTION NO. 2026-R05

A RESOLUTION RESCINDING RESOLUTION NO. 2026-R01, CORRECTING THE OFFICIALS TO BE ELECTED, AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION FOR MAY 2, 2026 *(una resolución que rescinde la resolución número 2026-r01, corrige a los funcionarios a ser elegidos y establece los procedimientos para la elección general del 2 de mayo de 2026)*

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

Council Member District 1
Council Member District 3

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

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

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

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

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

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

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

The early voting for the above designated election shall be at 221 Fawn Valley Drive, Boerne, Texas or the location designated by the Kendall County Elections Administrator. The said place of early voting shall remain open for at least eight hours on each day for early voting which is not a Saturday, a Sunday, or an official State Holiday, beginning on April 20, 2026, and

continuing through April 28, 2026, preceding the date of said election. Said place of early voting shall remain open between the hours of 8:00 a.m. and 6:00 p.m. on each day for said early voting, except Tuesday April 21, 2026 (closed for state holiday), and Saturday April 25, 2026, when polls shall remain open from 10:00 a.m. to 4:00 p.m. and on Monday April 27, 2026 and Tuesday April 28, 2026 when the polls shall remain open from 7:00 a.m. to 7:00 p.m. or as designated by the Kendall County Elections Administrator.

Early Voting by Mail

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

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

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

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

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

APPROVED:

ATTEST:

Mayor Pro Tem

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R06; AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) UNDER THE RECREATIONAL TRAILS GRANT PROGRAM AND DESIGNATING THE CITY'S PARKS & RECREATION DIRECTOR AS THE AUTHORIZED REPRESENTATIVE FOR THE GRANT.
Contact Person	Lisette Jimenez, Director of Parks & Recreation
Background Information	<p>The Recreational Trails Program (RTP), administered in Texas by the Texas Parks and Wildlife Department (TPWD), provides federal funding for the development, renovation, and improvement of publicly accessible recreational trails. TPWD serves as the pass-through agency for the Federal Highway Administration (FHWA), which funds the program using a portion of federal fuel taxes paid on non-highway recreational vehicle fuel.</p> <p>RTP grants are awarded on a reimbursement basis, providing up to 80% of eligible project costs, with the local sponsor responsible for a minimum 20% match. Grant awards are capped at \$300,000 for non-motorized trail projects and \$500,000 for motorized trail projects. All grant-assisted facilities must remain open to the public and be maintained for a minimum of 20 years following project completion.</p> <p>The City of Boerne is seeking authorization to submit one non-motorized trail grant application to support the replacement of the pedestrian bridge along Old No. 9 Trail. This bridge is the last remaining wooden pedestrian bridge within the City's trail system and has reached the end of its service life. Replacing the structure with a modern, durable bridge will improve user safety, enhance accessibility, and ensure long-term sustainability of a heavily utilized recreational corridor connecting the Boerne City Campus and surrounding amenities.</p> <p>Grant funding would offset a significant portion of the project cost while allowing the City to modernize critical trail infrastructure in a fiscally responsible manner.</p>

	It is recommended that City Council approve the resolution authorizing submission of the grant application and designating the Parks & Recreation Director as the City's authorized representative for the program.
Strategic Alignment	Fiscal Excellence F1, Committing to strategic, responsible and conservative financial management. F2, Investing in and maintain high-quality infrastructure systems and public assets.
Financial Considerations	The Recreational Trails Program provides reimbursement of up to 80% of eligible project costs, not to exceed \$300,000 for non-motorized trail projects. The City of Boerne will be responsible for providing the remaining minimum 20% local match, which will be funded through existing or planned capital allocations.
Citizen Input/Board Review	
Legal Review	
Alternative Options	
Supporting Documents	Resolution No. 2026-R06 Bridge Elevation Bridge & Trail Sections

RESOLUTION NO. 2026-R06

A RESOLUTION AUTHORIZING THE SUBMITTAL OF GRANTS TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT UNDER THE RECREATION TRAILS GRANT PROGRAM AND DESIGNATING THE CITY'S PARKS & RECREATION DIRECTOR AS THE AUTHORIZED REPRESENTATIVE FOR THE GRANT PROGRAM

WHEREAS, the City of Boerne is fully eligible to receive assistance under the Recreational Trails Grant Program; and

WHEREAS, the City of Boerne is aware that the Recreational Trails Grant Program reimburses eligible expenses up to the grant award amount and requires a 20% match; and

WHEREAS, the City of Boerne is desirous of authorizing an official to represent and act for the City of Boerne in dealing with the Texas Parks & Wildlife Department concerning the Recreational Trails Grant Program;

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

SECTION 1: That the City of Boerne hereby certifies that they are eligible to receive assistance under the Recreational Trails Grant Program.

SECTION 2: That the City of Boerne hereby certifies that they have financial resources to complete the grant project.

SECTION 3: That the City of Boerne hereby acknowledges that, if funded, the project much be maintained and open to the public for a period of at least 20 years after project completion.

SECTION 4: The City of Boerne hereby authorizes and directs the City's Parks and Recreation Director to act as the Authorized Representative in dealing with the Texas Parks & Wildlife Department for the purposes of the Grant Program, and that Lissette Jimenez or designee is hereby designated as the signatory and representative in this regard.

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

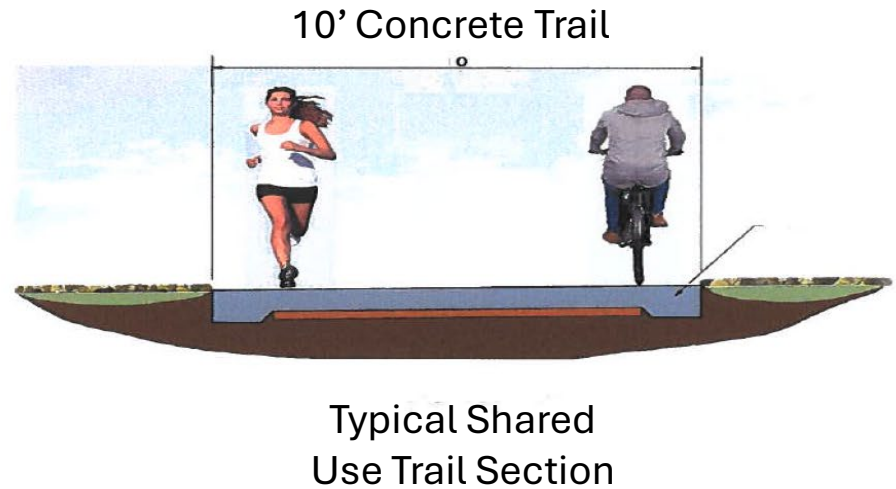
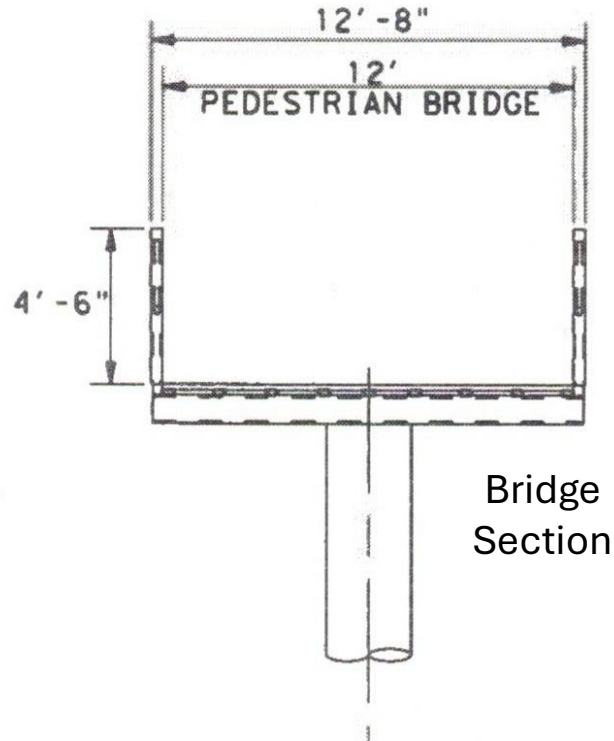
APPROVED:

Mayor

ATTEST:

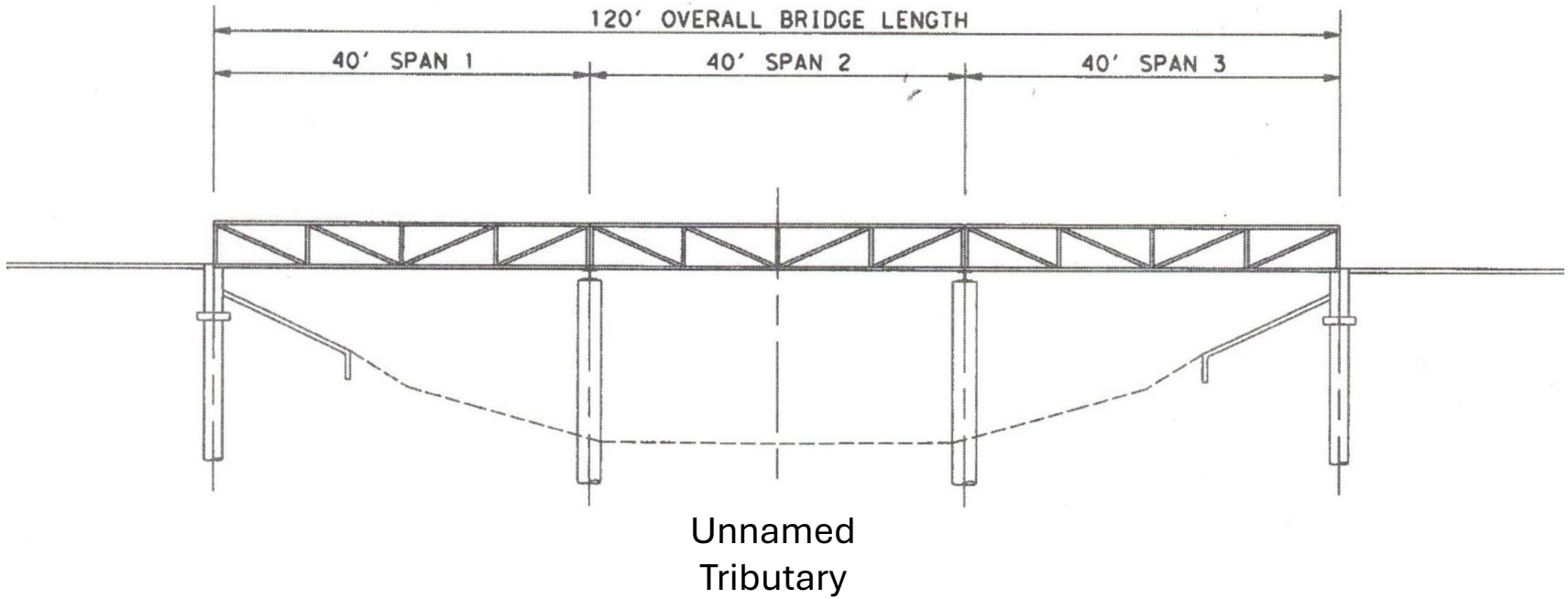
City Secretary

EXHIBIT D – BRIDGE & TRAIL SECTIONS



CITY OF BOERNE
OLD NO. 9 TRAIL BRIDGE REPLACEMENT
2026 TPWD RECREATIONAL TRAILS GRANT

EXHIBIT C – BRIDGE ELEVATION



CITY OF BOERNE

OLD NO. 9 TRAIL BRIDGE REPLACEMENT

2026 TPWD RECREATIONAL TRAILS GRANT





AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R07; A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 1.098 ACRES LOCATED IN THE M.I. LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND BEING THAT CALLED LOT 2, BLOCK 1, OF WOODLANDS SUBDIVISION AS RECORDED IN VOLUME 5, PAGE 222, PLAT RECORDS OF KENDALL COUNTY, TEXAS. (134 MEDICAL)
Contact Person	Jeffrey Carroll – Engineering & Mobility Director
Background Information	<p>In June 2025, the property owner of the parcel located at 134 Medical Drive approached City staff about the possibility of the City purchasing their property.</p> <p>The parcel is mostly within the mapped floodplain and is not ideal for traditional development. It is next to the Currey Creek riparian buffer and an existing trail corridor, making it a strategic location for future open space, drainage, and trail-related improvements.</p> <p>Although no formal engineering or park planning studies have been completed so far for this specific parcel, the acquisition aligns with multiple action items in the City’s adopted 2018 Master Plan. The Master Plan aims to continue pursuing drainage improvements to lower the chances of future flood events and reduce impacts to people and property, including coordinating and implementing improvements within local creek systems (Growth & Capacity Objective 1.2 and Action 1.2.1). Owning floodplain property along Currey Creek would support future floodplain management and localized flood mitigation efforts.</p> <p>The Master Plan also highlights the protection of sensitive natural resources as a priority and includes a specific action to “evaluate opportunities to improve riparian buffers on City-owned property” (Action 1.4.4). Acquiring this parcel would enable the City to preserve and potentially enhance the existing riparian corridor along Currey Creek in line with this policy direction.</p> <p>In addition, the Plan’s Community Facilities and Community Livability goals support preservation of open space, expansion of the City’s trail</p>

	<p>system, and improved connectivity between parks and natural areas. The Future Land Use Plan designates Parks and Open Space as appropriate uses for environmentally sensitive or floodplain-constrained land, reinforcing the long-term suitability of this parcel for passive parkland, trail connectivity, and natural area preservation rather than development.</p> <p>Acquiring this property would keep the land in its natural state while giving the City flexibility to assess future trail connections, passive park or open space projects, and floodplain or riparian improvements that could help lessen localized flooding nearby.</p> <p>Approval of this item would allow the City to move forward with the purchase, subject to standard closing and legal procedures.</p>
Strategic Alignment	<p>F2 – Investing in and maintaining high-quality infrastructure systems and public assets.</p> <p>B2 – Advancing master plan recommendations.</p>
Financial Considerations	The City obtained an independent appraisal, and the proposed purchase price aligns with the appraised fair market value.
Citizen Input/Board Review	N/A
Legal Review	The City Attorney has been consulted regarding the requirements for the City's land purchase.
Alternative Options	N/A
Supporting Documents	<p>Resolution No. 2026-R07</p> <p>Boundary Survey for Parcel to be acquired.</p>

RESOLUTION NO. 2026-R07

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 1.098 ACRES LOCATED IN THE M.I. LEAL SURVEY 180, ABSTRACT 298, IN THE CITY OF BOERNE, KENDALL COUNTY, TEXAS AND BEING THAT CALLED LOT 2, BLOCK 1, OF WOODLANDS SUBDIVISION AS RECORDED IN VOLUME 5, PAGE 222, PLAT RECORDS OF KENDALL COUNTY, TEXAS

WHEREAS, the City Council of the City of Boerne finds it necessary to authorize the City Manager to purchase 1.098 acres of real property located in the M.I. Leal Survey 180, Abstract 298, in the City of Boerne, Kendall County, Texas, being that called Lot 2, Block 1, of Woodlands Subdivision, as recorded in Volume 5, Page 222, Plat Records of Kendall County, Texas, and to execute all necessary documentation related thereto.

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 1.098 acres of real property located in the M.I. Leal Survey 180, Abstract 298, in the City of Boerne, Kendall County, Texas, being that called Lot 2, Block 1, of Woodlands Subdivision, as recorded in Volume 5, Page 222, Plat Records of Kendall County, Texas, and execute all necessary documentation.

PASSED, APPROVED AND ADOPTED on this the ____ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Secretary

LEGEND

- R1 RECORD CALL PER VOLUME 5, PAGE 222, P.R.
● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
⊕ FOUND 1/2" IRON ROD W/ A RED ILLEGIBLE PLASTIC CAP
⊙ FOUND 1/2" IRON ROD W/ AN ORANGE ILLEGIBLE PLASTIC CAP
⊗ FOUND 1/2" IRON ROD W/ A RED "CUDE" PLASTIC CAP
⊕ FOUND 1/2" IRON ROD W/ A RED "SCHWARZ 4760" PLASTIC CAP
⊗ FOUND 5/8" IRON ROD
⊙ FOUND MAG NAIL
○ SET 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
S SANITARY SEWER MANHOLE
D STORM SEWER MANHOLE
C SANITARY SEWER CLEANOUT
W WATER VALVE
○ FIRE HYDRANT
// WOOD FENCE
□ METAL FENCE

"L1"
N 05°36'48" W 86.39'
R1~N 04°02'59" W 86.36'

"L2"
N 09°21'28" E 75.51'
R1~N 10°55'17" E 75.48'

"L3"
N 00°13'59" E 91.96'
R1~N 01°47'48" E 91.93'

"L4"
N 18°29'06" W 40.49'
R1~N 16°55'17" W 40.48'

"L5"
N 21°02'50" E 19.00'
R1~N 22°36'39" E 18.99'

"C1"
R=120.55'
D=16°13'45"
L=34.15'
CH=34.03'
CB=N 02°29'54" E
R1~
R=120.55'
D=16°13'24"
L=34.13'
CH=34.02'
CB=N 04°03'43" E

"C2"
R=85.10'
D=14°49'06"
L=22.01'
CH=21.95'
CB=N 01°47'35" E
R1~
R=85.10'
D=14°48'46"
L=22.00'
CH=21.94'
CB=N 03°21'24" E

"C3"
R=219.19'
D=09°04'03"
L=34.69'
CH=34.65'
CB=N 04°49'32" E
R1~
R=219.19'
D=09°03'51"
L=34.68'
CH=34.64'
CB=N 06°23'21" E

"C4"
R=151.42'
D=18°45'50"
L=49.59'
CH=49.37'
CB=N 09°08'44" W
R1~
R=151.42'
D=18°45'26"
L=49.57'
CH=49.35'
CB=N 07°34'55" W

"C5"
R=25.35'
D=39°52'11"
L=17.64'
CH=17.29'
CB=N 01°26'32" E
R1~
R=25.35'
D=39°52'11"
L=17.64'
CH=17.29'
CB=N 01°26'32" E

NOTES:

1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS AND ENCUMBRANCES MAY NOT BE SHOWN HEREON.

2) ADJOINING PROPERTY INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.

3) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, NAD 83.

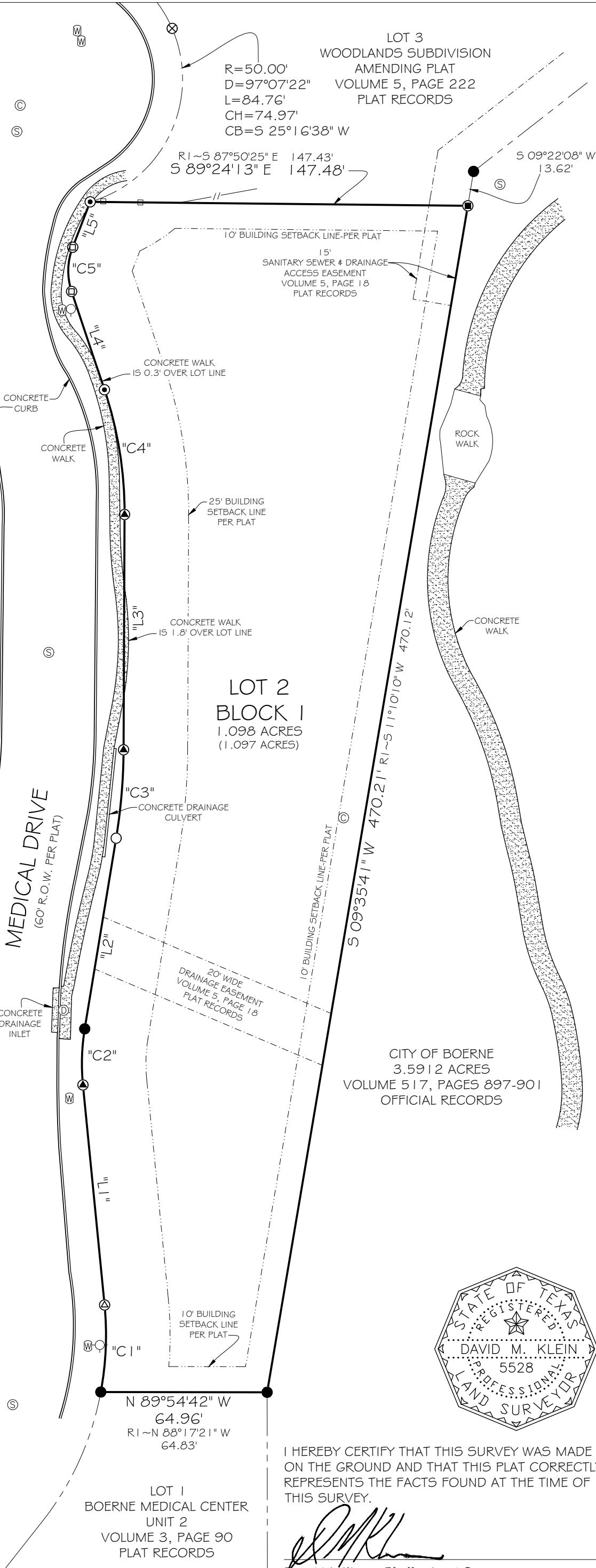
4) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.

5) FENCES NEAR THE BOUNDARY LINE MEANDER AND ARE NOT NECESSARILY ON THE BOUNDARY LINE.

6) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, PLAT RESTRICTIONS, DEED RESTRICTIONS AND ZONING ORDINANCES, IF ANY, SHOULD BE CONFIRMED BY THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.

Boundary Survey of Lot 2, Block 1,
Woodlands Subdivision recorded in
Volume 5, Page 222, Plat Records,
Kendall County, Texas.

PFEIFFER LAND SURVEYING
918 ADLER STREET
BOERNE, TX 78006
830-249-3385
FIRM NO. 10193761



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
ON THE GROUND AND THAT THIS PLAT CORRECTLY
REPRESENTS THE FACTS FOUND AT THE TIME OF
THIS SURVEY.

David M. Klein

David M. Klein - Pfeiffer Land Surveying
Registered Professional Land Surveyor No. 5528
Boerne, Texas 78006 Ph. 830 - 249 - 3385

JOB NUMBER: 242-25

DATE: DECEMBER 16, 2025



AGENDA ITEM SUMMARY

Agenda Date	January 27, 2026
Requested Action	APPROVE RESOLUTION NO. 2026-R08; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, SUPPORTING THE KENDALL COUNTY APPRAISAL DISTRICT BUILDING EXPANSION PROJECT LOCATED AT 118 MARKET AVENUE, BOERNE, TEXAS.
Contact Person	Ben Thatcher, City Manager
Background Information	<p>The Kendall County Appraisal District (KCAD) has requested that the City of Boerne adopt a resolution of support for a proposed expansion to its existing facility located at 118 Market Avenue. State law requires appraisal districts to obtain resolutions of support from the governing bodies of a majority of the taxing units they serve prior to proceeding with the financing and construction of certain capital improvements.</p> <p>The City Council has previously been briefed on this initiative through presentations made in 2025 by the Kendall County Chief Appraiser and the City's appointed representative to the Kendall County Appraisal District Board.</p> <p>KCAD has indicated that its existing facility, constructed approximately 15 years ago, was designed for significantly fewer employees and appraisal volumes than are currently required. Continued growth in Kendall County and within the City of Boerne has resulted in increased staffing needs, appraisal review board hearings, and records storage demands that exceed the capacity of the existing building.</p> <p>The proposed project includes construction of an approximately 5,700 square foot addition to the existing facility to address current space deficiencies and provide capacity for anticipated future growth.</p>
Strategic Alignment	<p>C3 – Collaborating with community partners to enhance quality of life.</p> <p>F2 – Investing in and maintaining high-quality infrastructure systems and public assets.</p>

Financial Considerations	The Kendall County Appraisal District estimates the City of Boerne's proportionate share of the annual debt service associated with the project would be approximately \$11,900, or roughly \$990 per month, based on current allocation formulas and an assumed interest rate of 5.35 percent. Any financial impact would be reflected in future Appraisal District budgets, which remain subject to annual City Council review and approval.
Citizen Input/Board Review	N/A
Legal Review	N/A Pursuant to Section 6.051 of the Texas Tax Code, approval by resolution from the governing bodies of the taxing units entitled to vote is required before an appraisal district may finance or construct certain improvements. Adoption of the resolution satisfies this statutory requirement and does not obligate the City to approve future Appraisal District budgets.
Alternative Options	N/A
Supporting Documents	Resolution No. 2026-R08 Kendall County Appraisal District Request Packet and Proposed

RESOLUTION NO. 2026-R08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, SUPPORTING THE KENDALL COUNTY APPRAISAL DISTRICT BUILDING EXPANSION PROJECT LOCATED AT 118 MARKET AVENUE, BOERNE, TEXAS

WHEREAS, the Kendall County Appraisal District (“District”) is a political subdivision of the State of Texas created pursuant to the Texas Tax Code and is responsible for appraising property for all taxing units within Kendall County, including the City of Boerne; and

WHEREAS, the District has determined that its existing facility located at 118 Market Avenue in Boerne, Texas, is no longer adequate to meet current and projected operational needs due to increased staffing, appraisal volume, and public hearing requirements; and

WHEREAS, the Board of Directors of the Kendall County Appraisal District has approved a plan to renovate and construct an addition to its existing facility in order to address these space and operational deficiencies; and

WHEREAS, Section 6.051(b) of the Texas Tax Code requires that any acquisition or conveyance of real property, or construction of improvements by an appraisal district, must be approved by the governing bodies of at least three-fourths of the taxing units entitled to vote on the appointment of the district’s board of directors; and

WHEREAS, the City Council of the City of Boerne, Texas, finds that the proposed project is in the public interest and supports the continued efficient and effective operation of the Kendall County Appraisal District.

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

1. The City Council hereby approves and supports the Kendall County Appraisal District’s plan to renovate and construct an addition to its existing building located at 118 Market Avenue, Boerne, Texas.
2. This resolution is adopted solely for the purpose of satisfying the requirements of Section 6.051 of the Texas Tax Code and does not constitute approval of any future Appraisal District budget, which shall remain subject to annual review and approval by the City Council as provided by law.
3. The City Manager is authorized to transmit a certified copy of this resolution to the Kendall County Appraisal District as evidence of the City’s approval.

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

APPROVED:

Mayor

ATTEST:

City Secretary



Kendall Appraisal District
118 Market Ave
Boerne, TX 78006

COPY

RESOLUTION 2025-05 OF THE KENDALL APPRAISAL DISTRICT

WHEREAS, pursuant to Section 6.051 of the Texas Tax Code, the Board of Directors of an appraisal district may construct or renovate improvements as necessary to establish and operate the appraisal office;

WHEREAS, the Kendall Appraisal District is in need of additional office space and proposes to fill that need by the renovation and addition to its current building located at 118 Market Avenue, Boerne, TX 78006;

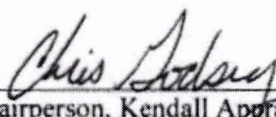
WHEREAS, the Kendall Appraisal District finds it to be in the public interest to approve the construction and renovation of its current building;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE KENDALL APPRAISAL DISTRICT THAT:

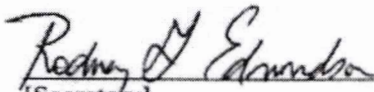
SECTION ONE: Pursuant to Section 6.051 of the Texas Tax Code, the Kendall Appraisal District hereby approves a plan to renovate and construct an approximately 5,600 square foot addition to its current building located at 118 Market Avenue, Boerne, TX 78006.

SECTION TWO: Pursuant to Section 6.051 of the Texas Tax Code, the Board of Directors of the Kendall Appraisal District hereby directs its Chief Appraiser to notify the presiding officer of each governing body entitled to vote on the approval of the proposal by delivering a copy of this resolution, together with the information showing the costs of other available alternatives to the proposal.

The foregoing resolution was moved, seconded, and approved by majority vote on the 10th day of DECEMBER, 2025, in Boerne, Texas.


Chairperson, Kendall Appraisal District BOD

ATTEST:


[Secretary]

1 AN ACT

2 relating to the authority of an appraisal district to purchase,
3 finance the purchase of, or lease real property or construct or
4 finance the construction of improvements to real property.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Sections 6.051(a) and (b), Tax Code, are amended
7 to read as follows:

8 (a) The board of directors of an appraisal district may
9 purchase, finance the purchase of, or lease real property and may
10 construct or finance the construction of improvements as necessary
11 to establish and operate the appraisal office or a branch appraisal
12 office.

13 (b) The acquisition or conveyance of real property or the
14 construction or renovation of a building or other improvement by an
15 appraisal district must be approved by the governing bodies of
16 three-fourths of the taxing units entitled to vote on the
17 appointment of board members. This subsection does not require
18 approval by the taxing units of the financing of the acquisition of
19 real property or the financing of the construction or renovation of
20 a building or other improvement. The board of directors by
21 resolution may propose a property transaction or other action for
22 which this subsection requires approval of the taxing units. The
23 chief appraiser shall notify the presiding officer of each
24 governing body entitled to vote on the approval of the proposal by

1 delivering a copy of the board's resolution, together with
2 information showing the costs of other available alternatives to
3 the proposal. On or before the 30th day after the date the
4 presiding officer receives notice of the proposal, the governing
5 body of a taxing unit by resolution may approve or disapprove the
6 proposal. If a governing body fails to act on or before that 30th
7 day or fails to file its resolution with the chief appraiser on or
8 before the 10th day after that 30th day, the proposal is treated as
9 if it were approved [~~disapproved~~] by the governing body.

10 SECTION 2. Section 6.051(b), Tax Code, as amended by this
11 Act, applies only to a proposed property transaction or other
12 action for which a chief appraiser sends notification under that
13 subsection on or after the effective date of this Act. A proposed
14 property transaction or other action for which notification is sent
15 before the effective date of this Act is governed by the law in
16 effect on the date the notification was sent, and the former law is
17 continued in effect for that purpose.

18 SECTION 3. This Act takes effect September 1, 2025.

S.B. No. 2073

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 2073 passed the Senate on April 24, 2025, by the following vote: Yeas 26, Nays 5.

Secretary of the Senate

I hereby certify that S.B. No. 2073 passed the House on May 28, 2025, by the following vote: Yeas 93, Nays 49, one present not voting.

Chief Clerk of the House

Approved:

Date

Governor

- **How long has the current building been in use?**

The current KAD Building was built 15 years ago and purchased with proceeds from the sale of the previous building owned on Main Street, allowing KAD to operate since 2010 without a facility cost to our entities. In addition, over the last 15 years, KAD has returned over 1 million dollars to its contributing entities. It has operated debt free and fiscally responsibly. Now, as Kendall County has experienced and will continue to experience tremendous growth, the organization has grown and now the building needs to expand.

- **What is the intended capacity and use?**

The 4950 square foot building was intended to house 17 employees, a collections office, a breakroom, a server room, a conference room, and data storage.

- **What you're experiencing to date?**

The building is at capacity and is not functioning adequately. Just 10 years ago we had less than 1500 formal protests per year. Now, and for the last 4 years, we have 5500-7000 per year. Protests must be held at our building as both the appraiser for the parcel and the Chief or Deputy Chief Appraiser must attend. Currently these are being held in our conference room in the middle of our building inadvertently allowing the public access to all our offices and employees. This is a tremendous safety concern.

Since 2015 there has been a 27% increase in parcels we appraise for BISD, and a 30% increase in parcels countywide. Alarming, in each of the last 2 years, over 1000 parcels have been added and that number is projected to increase by an additional 750-1000 per year by 2027. To handle the increased workload, KAD has added an appraiser, a full-time ag appraiser, a collections person, as well as a full-time bookkeeper.

Now the building is at capacity but the need for additional personnel continues to grow with the ever-increasing parcel count. Aside from additional Appraiser and Collections space, the 6-7000 protests per year have created a need for a full time ARB facilitator to coordinate all the paperwork and scheduling. We also have a need for available space for our outsourced industrial appraiser, members of the comptrollers' office performing the PVS study and MAPS reviews, and attorneys representing us in lawsuits, to meet with our personnel onsite.

- **What you're projecting?**

Our proposed building addition will more than double the size of the current structure, and more than double KAD appraiser and collection personnel capacity. It will allow for the protests to be conducted safely in a way that keeps the public out of our offices and will allow for compliance well into the future. We would project an additional 20 years.

- **Estimated cost?**

The estimated cost for the additional 5700 sq ft will be \$1,680,000 to include design, construction of the proposed structure, sitework, parking lot expansion and redo, as well as necessary furnishings.

The financing fees will be approximately \$25,200.

- **Estimated timing?**

It is the desire of the KAD board to begin construction on 9/1/2026 and complete by 4/1/2027. No payment will be included in the KAD budget until 2027.

- **Estimated annual impact to the entities represented?**

The approximate annual impact to BISD will be \$82,600 based on 5.35% interest and BISD contributing 59% of our budget.

This translates to \$6,885 per month.

BISD Appraised Market value has increased nearly \$9 billion in the last 10 years and \$5 billion in taxable value. 158% increase TV (taxable value).

The approximate annual impact to Kendall County will be \$29,400 based on 5.35% interest and Kendall County contributing 21% of our budget.

This translates to \$2,450 per month.

Kendall County Appraised Market value has increased nearly \$13 billion in the last 10 years and \$8 billion in taxable value. 200% increase TV.

The approximate annual impact to CISD will be \$11,200 based on 5.35% interest and CISD contributing 8% of our budget.

This translates to \$935 per month.

CISD Appraised Market value has increased nearly \$900 million in the last 10 years and \$500 million in taxable value. 100% increase TV.

The approximate annual impact to the City of Boerne will be \$11,900 based on 5.35% interest and COB contributing 8.5% of our budget.

This translates to \$990 per month.

COB Appraised Market value has increased nearly \$1.2 billion in the last 10 years and \$1.5 billion in taxable value. 82% increase TV.

- **Any other information regarding the building?**

Our initial desire to address immediate needs of 4 offices and an appropriate ARB protest space was 2000 sq ft at an estimated cost of \$900,000 including site prep and parking lot redo. We did not feel we were gaining enough long term for that amount of money so decided to investigate a design to address future space needs as well as current needs.

The cost to the entities would be the same since our loan would have a shorter amortization. But phasing it out would require us to spend more in the long-term knowing we would encounter another necessary expansion in a few more years and have an increase in the construction costs as well as a disruption in our operations to achieve what we are currently proposing.

We also considered moving but current cost of commercial property in Kendall County would make moving to a new location far more expensive. Our investigation discovered office buildings in our area rent for \$25 per foot NNN, making the total annual impact of over \$250,000 plus NNN instead of \$133,000.

The proposed project gives KAD the ability to have 10650 sq ft at a cost of 1.68 million. With a cost ½ the price of renting, making the addition the best return on investment.

Ben Adam, AIA
Architect

115 JAMES ST.
Boerne, TX 78006
T: 830-446-6444

PRELIMINARY

NOT FOR REGULATORY
APPROVAL, PERMIT, OR
CONSTRUCTION

Benedict M. Adam
Texas Reg. No. 13094

EXPIRES 8/31/2026

Addition for KENDALL APPRAISAL DISTRICT

118 MARKET STREET
BOERNE, TX 78006
KENDALL COUNTY

AREA SUMMARY

CONDITIONED AREAS	
EXISTING BUILDING	4949 SF
NEW ADDITION 1ST FLR	3213 SF
NEW ADDITION 2ND FLR	2478 SF
UNCONDITIONED AREAS	
FRONT PORCH (EXISTING)	44 SF
BACK SLAB (NEW)	12 SF
NEW BUILDING TOTAL (includes future 2nd Level)	5691 SF
TOTAL SLAB AREA	8309 SF

NOTES:

PROJECT NO. 25-DB.102

DATE:	DESCRIPTION:
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06.24.2025	REV. PLAN
10.07.2025	REV. PLAN 2

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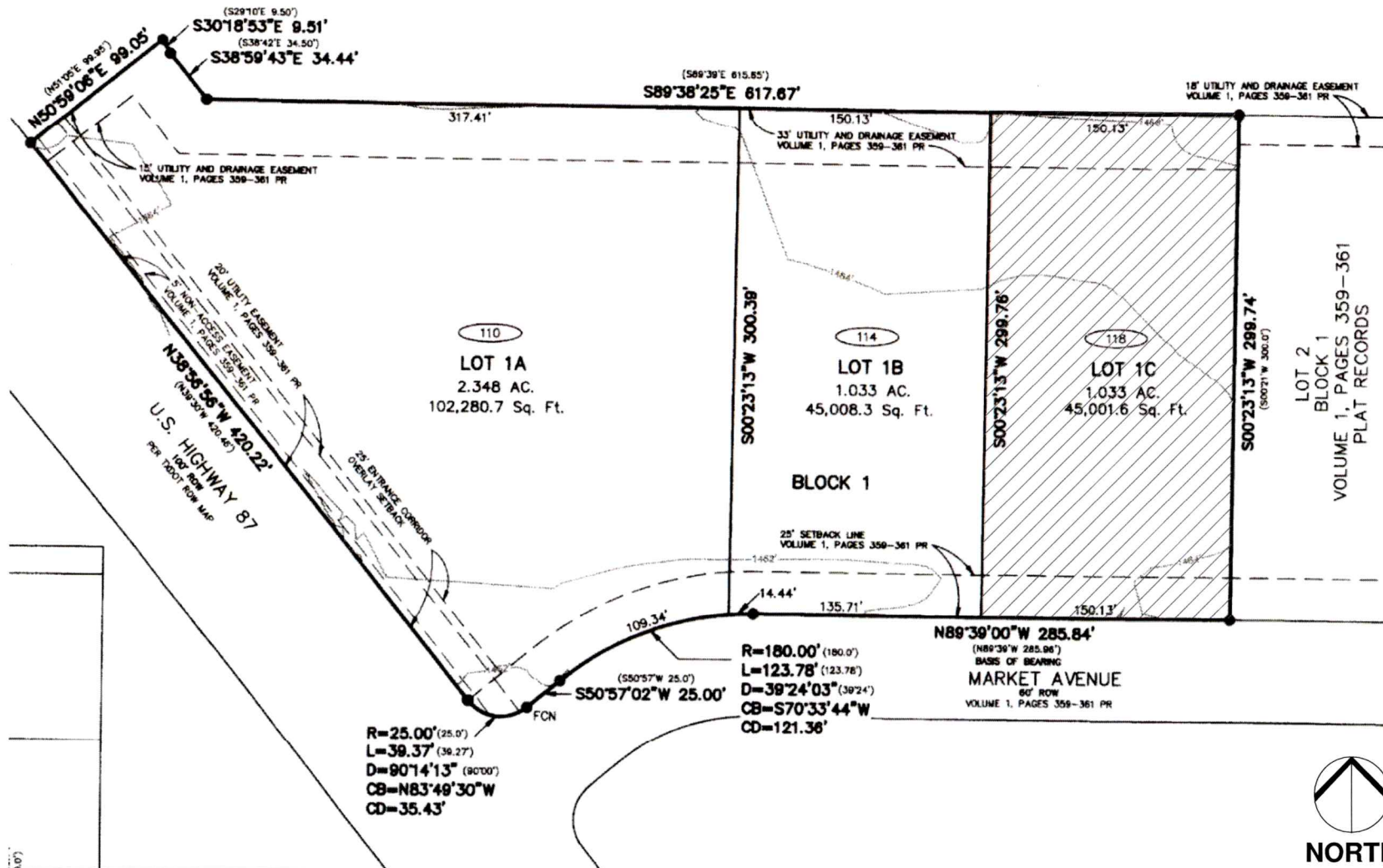
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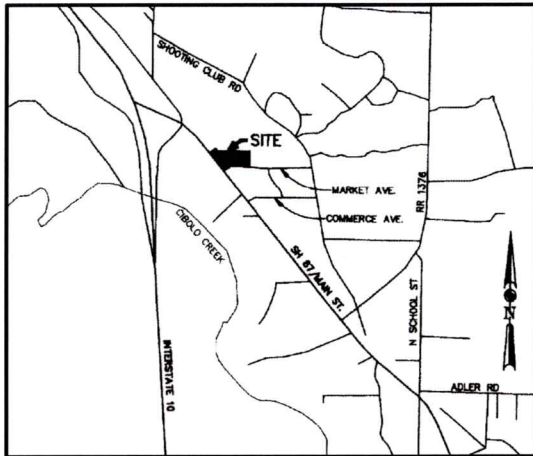
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BOERNE, TX 78006
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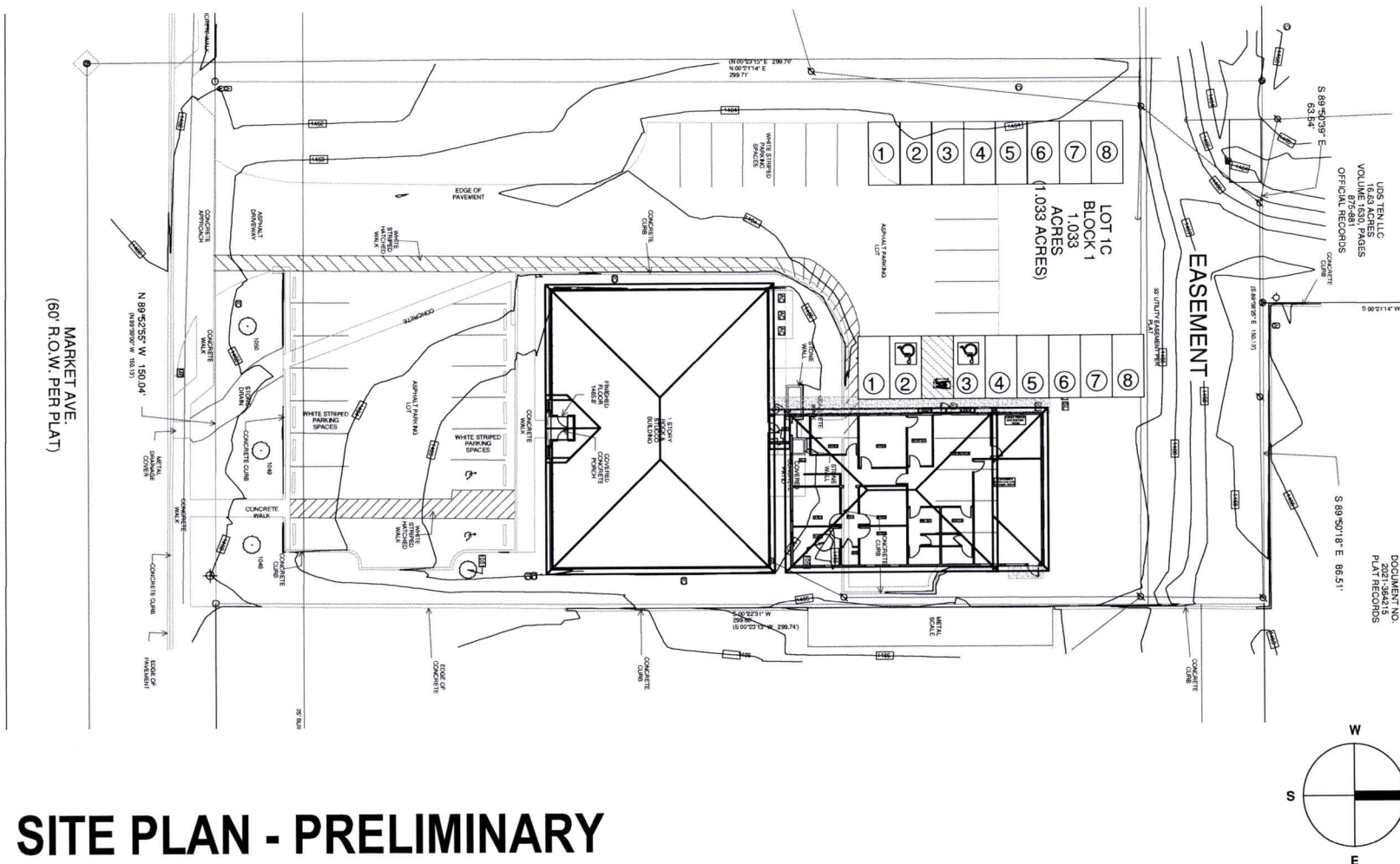
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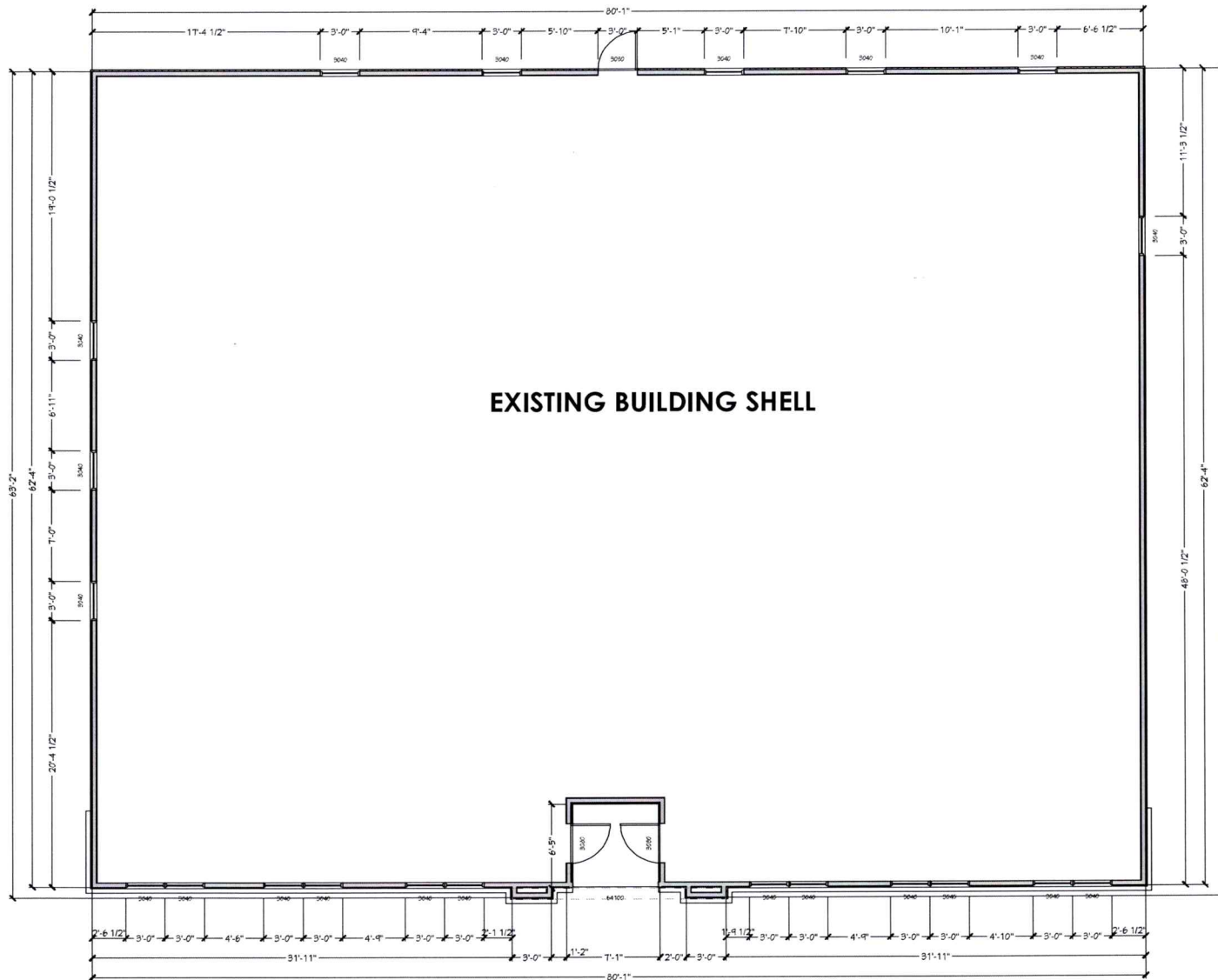
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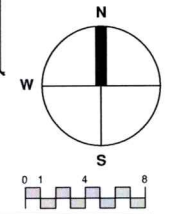
SITE PLAN - PRELIMINARY

C:\Users\Benjamin\OneDrive\Documents\2025\25-DB.102\25-DB.102.dwg (11/11/2025)



1 EXISTING FLOOR PLAN

SCALE: 1/8" = 1'-0"



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Architect

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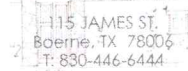
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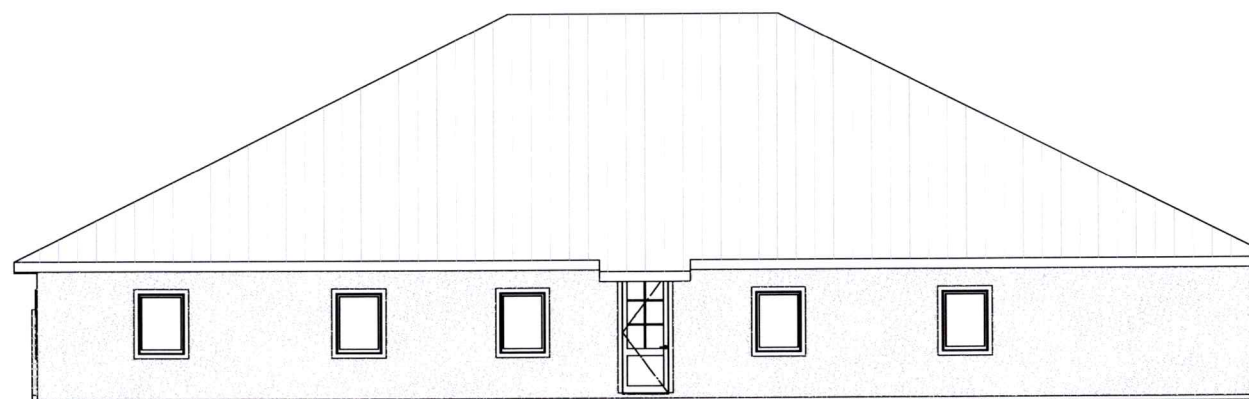
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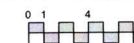
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SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



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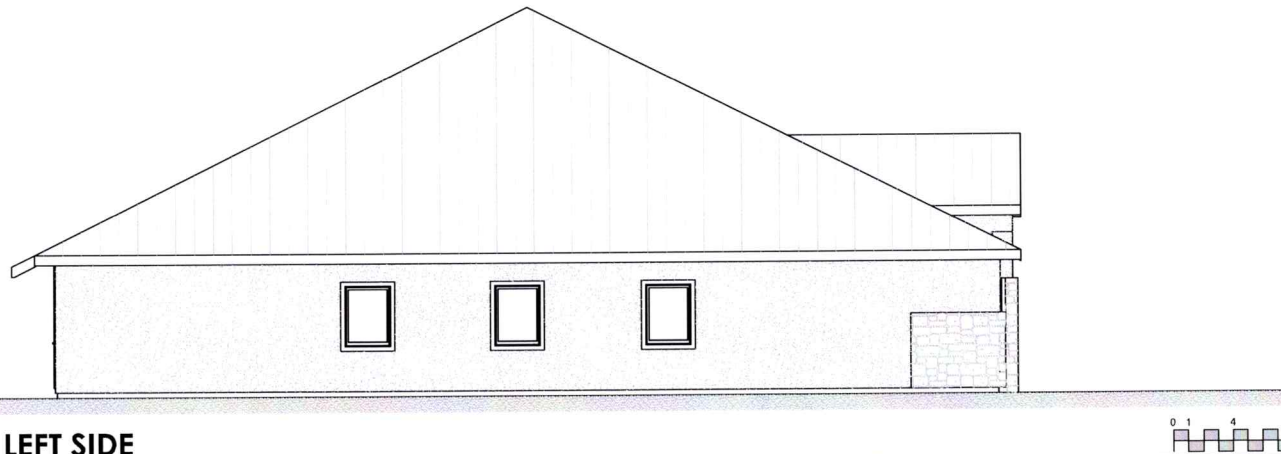
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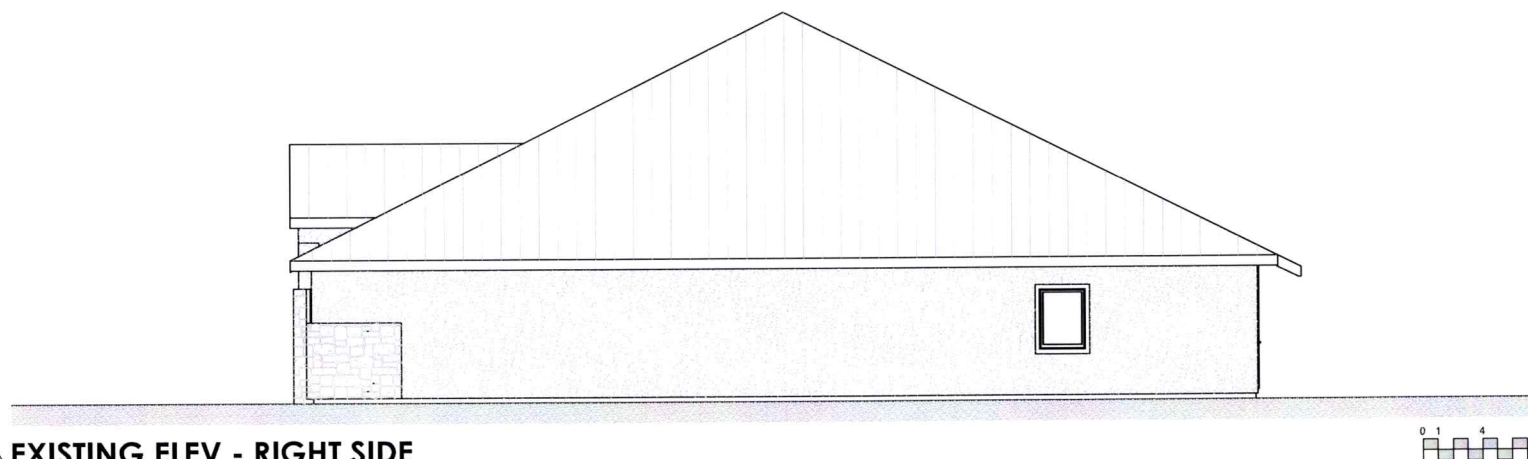
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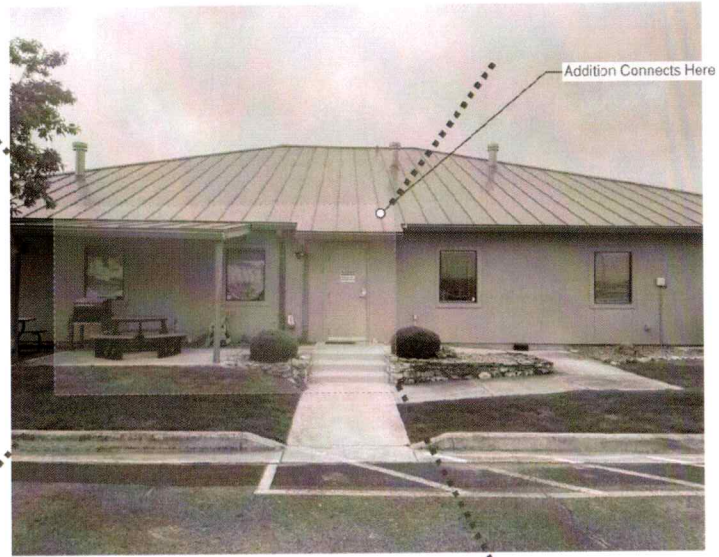
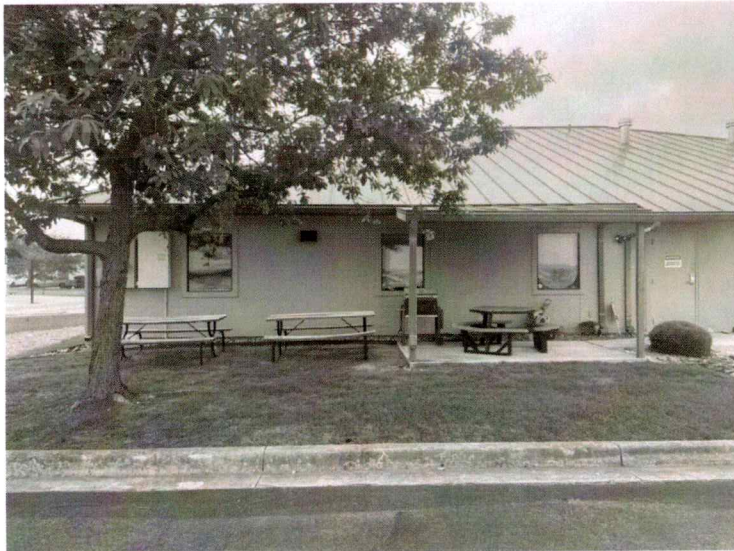
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1 EXISTING ELEV - LEFT SIDE
SCALE: 1/8" = 1'-0"



2 EXISTING ELEV - RIGHT SIDE
SCALE: 1/8" = 1'-0"



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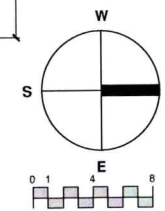
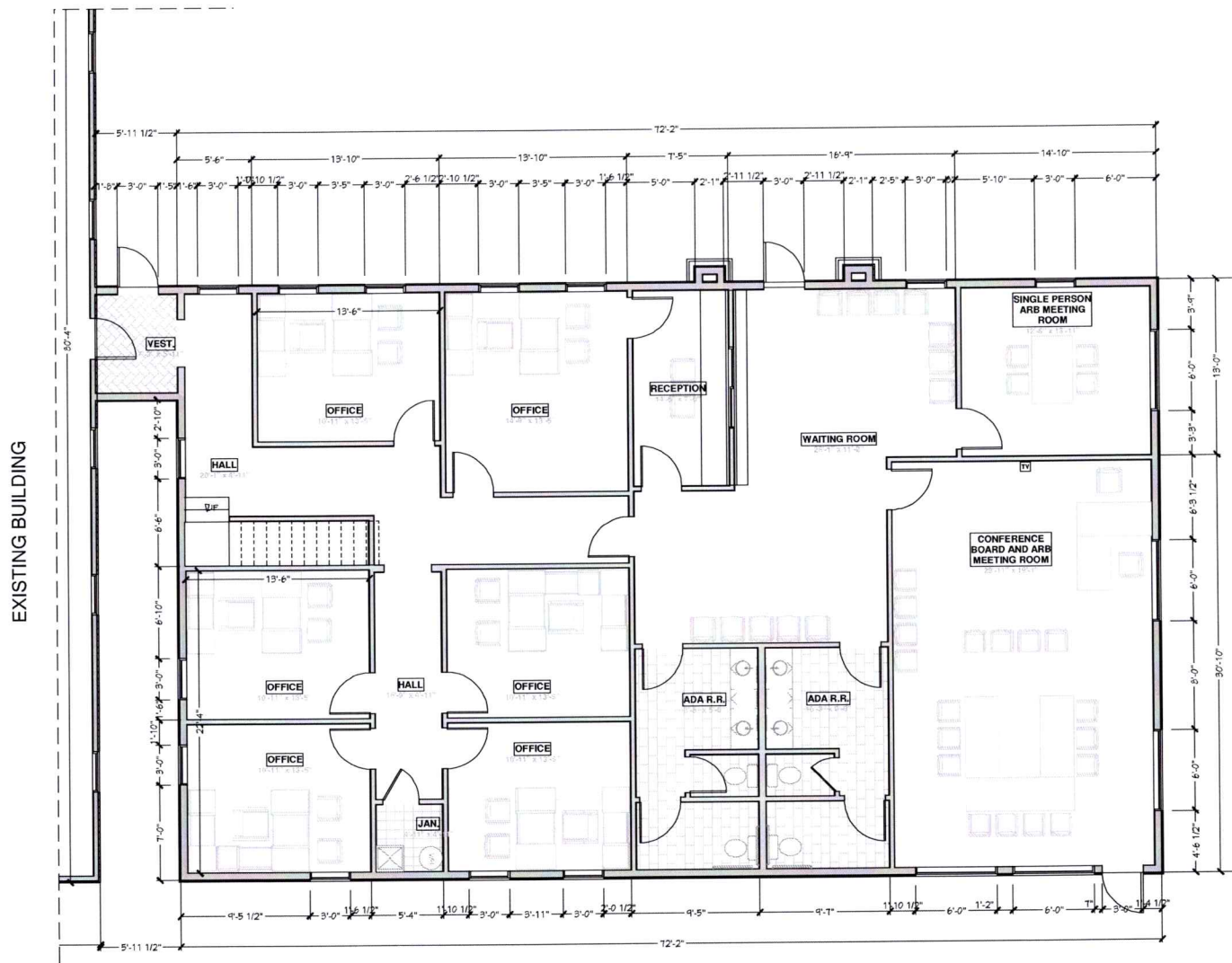
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1 FLOOR PLAN - NEW ADDITION- MAIN LEVEL

SCALE: 1/8" = 1'-0"

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Architect

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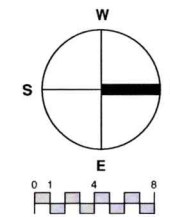
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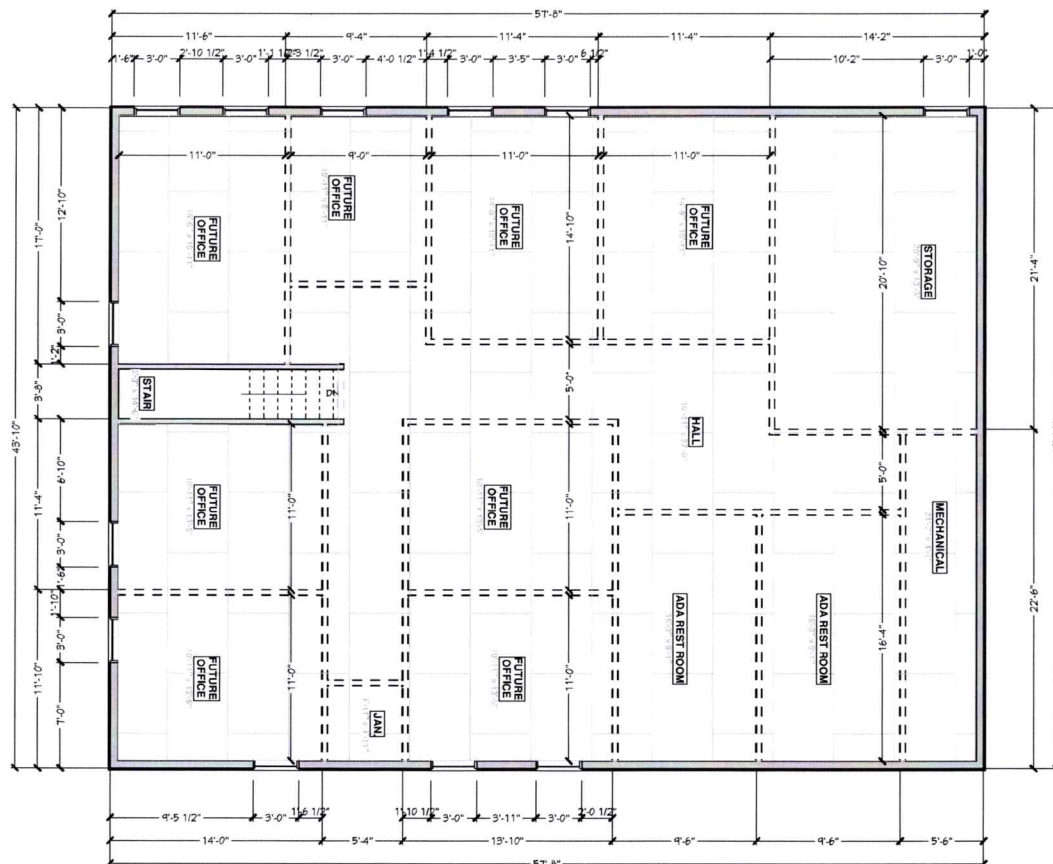
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1 FLOOR PLAN - NEW ADDITION - 2ND LEVEL

SCALE: 1/8" = 1'-0"

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Architect

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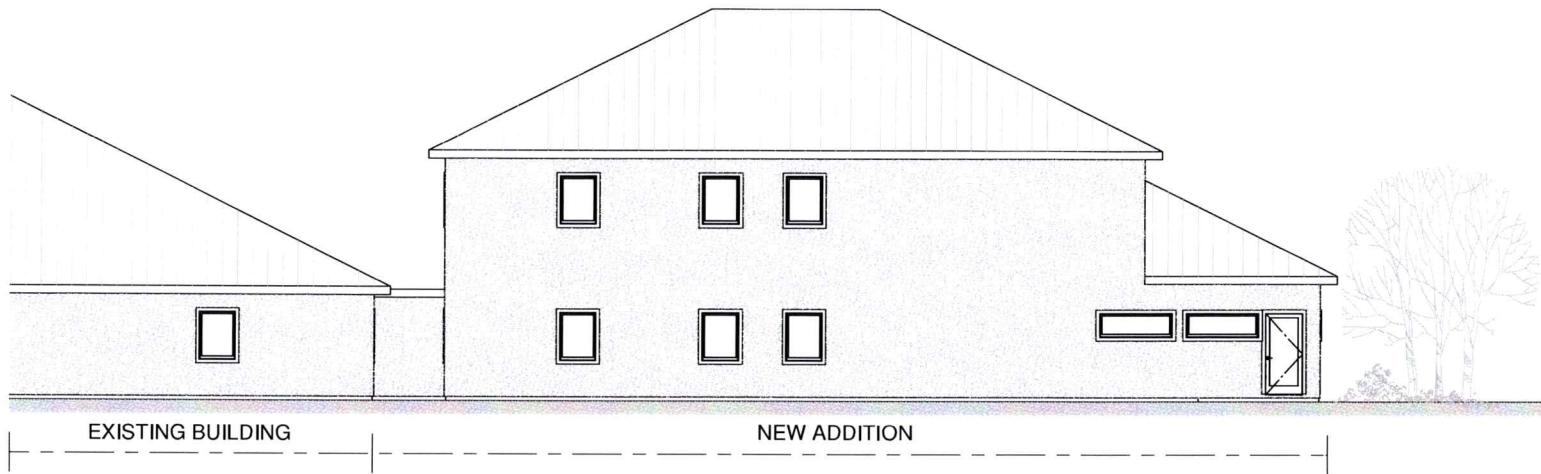
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SCALE: 1/10" = 1'-0"

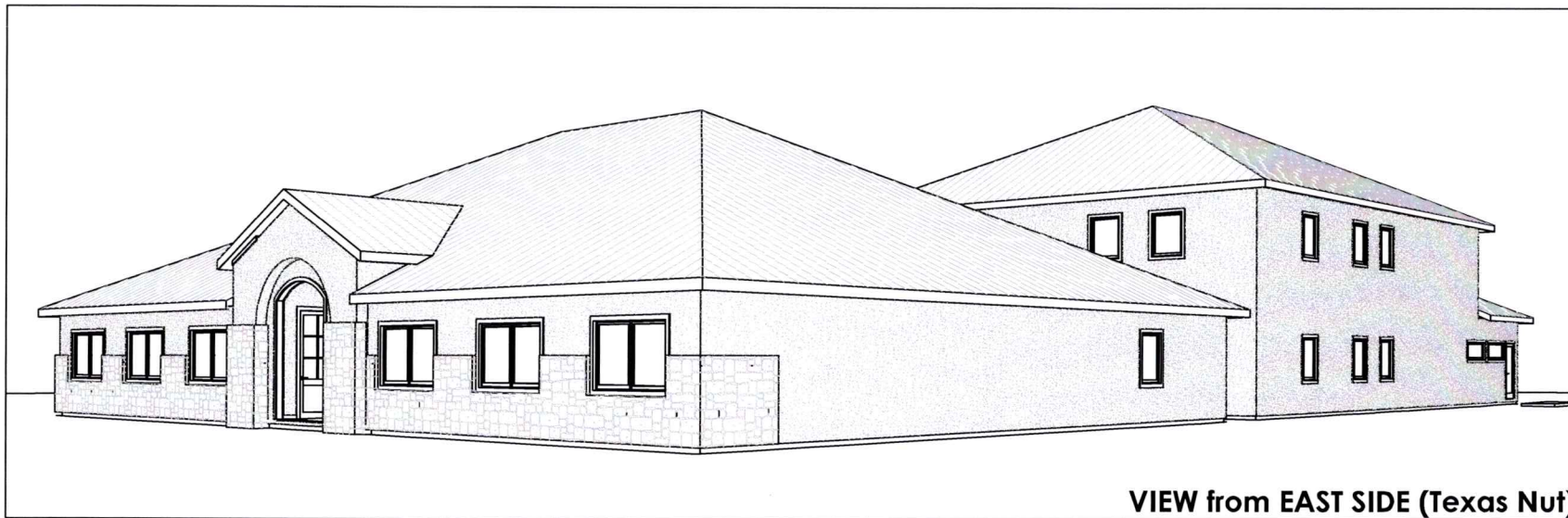


2 ELEV - NEW ADDITION REAR VIEW

SCALE: 1/10" = 1'-0"



1 ELEV - NEW ADDITION RIGHT SIDE
SCALE: 1/10" = 1'-0"



VIEW from EAST SIDE (Texas Nut)

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UNCONDITIONED AREAS	
FRONT PORCH (EXISTING)	44 SF
BACK SLAB (NEW)	12 SF
NEW BUILDING TOTAL (includes future 2nd Level)	5691 SF
TOTAL SLAB AREA	8309 SF

NOTES:

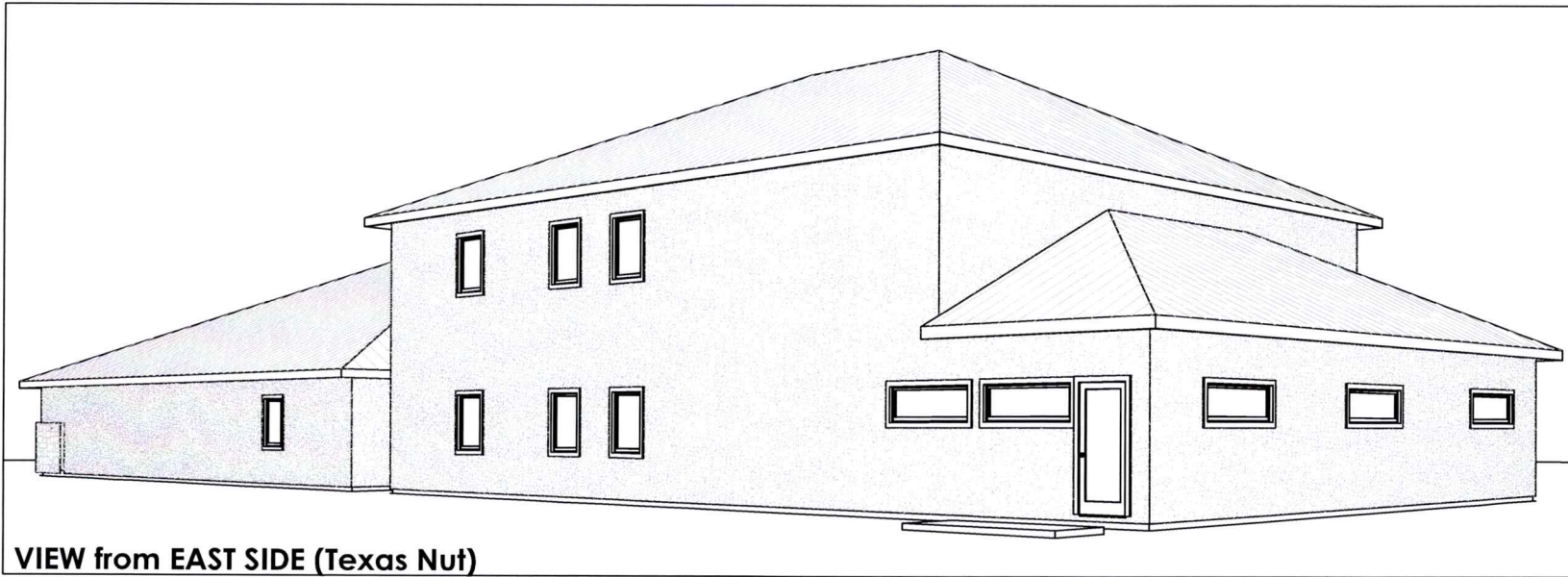
PROJECT NO. 25-DB.102

DATE:	DESCRIPTION:
06.04.2025	CHECK PRINT
06.24.2025	REV. PLAN
10.07.2025	REV. PLAN 2

SHEET

SD2.12

PRINTED 10/7/2025



Ben Adam, AIA
Architect

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PRELIMINARY

NOT FOR REGULATORY
APPROVAL, PERMIT, OR
CONSTRUCTION

Benedict M. Adam
Texas Reg. No. 13094

EXPIRES 8/31/2026

Addition for KENDALL APPRAISAL DISTRICT

118 MARKET STREET
BOERNE, TX 78006
KENDALL COUNTY

AREA SUMMARY

CONDITIONED AREAS	
EXISTING BUILDING	4949 SF
NEW ADDITION 1ST FLR	3213 SF
NEW ADDITION 2ND FLR	2478 SF
UNCONDITIONED AREAS	
FRONT PORCH (EXISTING)	44 SF
BACK SLAB (NEW)	12 SF
NEW BUILDING TOTAL (includes future 2nd Level)	5691 SF
TOTAL SLAB AREA	8309 SF

NOTES:

PROJECT NO. 25-DB.102

DATE:	DESCRIPTION:
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SHEET

SD2.13

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