

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

**JULY 22, 2025 – 6:00 PM or immediately following Ethics Review Commission Meeting.**

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.     [2025-350](#)           CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF JULY 8, 2025 AND THE MINUTES OF THE JOINT CITY COUNCIL, BOARDS, AND COMMISSIONS ETHICS TRAINING OF JULY 16, 2025.

**Attachments:**     [Minutes.25.0708](#)  
                              [Minutes.25.0716 Ethics Training](#)

- B. [2025-208](#) CONSIDER RESOLUTION NO. 2025-R48; A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND SAN ANTONIO RIVER AUTHORITY (SARA) FOR FLOODPLAIN MANAGEMENT.

**Attachments:** [20250722-AIS - SARA Interlocal FEMA reviews](#)  
[Resolution No. 2025-R48](#)  
[Boerne ILaV2 Clean](#)

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2025-284](#) UPDATE REGARDING THE STRUCTURE LOCATED AT 217 SOPHIA CIRCLE, BOERNE, TEXAS, PURSUANT TO A 60-DAY DEMOLITION NOTICE PREVIOUSLY ISSUED.

**Attachments:** [AIS - 217 Sophia Circle - 7-22-25](#)  
[217 SOPHIA CIRCLE EXISTING CONDITIONS](#)

- B. [2025-351](#) PRESENTATION OF GOVERNMENTAL AND UTILITY CAPITAL IMPROVEMENT PLANS.

**Attachments:** [AIS - Utilities and Governmental CIP Budget Presentation](#)

6. RESOLUTIONS:

- A. [2025-328](#) CONSIDER RESOLUTION NO. 2025-R49; A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE CITY OF BOERNE AND AOKA ENGINEERING LLC, DBA AOKA CODE CONSULTING TO INCREASE THE FISCAL YEAR 2025 BUDGET FROM \$50,000 TO AN AMOUNT NOT TO EXCEED \$80,000, TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES. (Building and Onsite Infrastructure Plan Review and Inspections.)

**Attachments:** [AIS - AOKA CC 7-22-25](#)  
[Resolution No. 2025-R49](#)  
[Aoka Contract 2024-2027](#)

7. OTHER:

- A. [2025-125](#) CONSIDER AMENDMENTS TO THE CITY OF BOERNE HISTORIC DISTRICT IMPROVEMENT PROGRAM.

**Attachments:** [AIS - Historic Preservation Grant Program Amendments CC 7-22-25 NC](#)  
[Attachment 1 – Historic Landmarks in Boerne](#)  
[Attachment 2 - HDRP May 2017](#)  
[Attachment 3 - Proposed Amendments to Historic District Improvement I](#)  
[Attachment 4- 25-0304 Official Meeting Minutes](#)

- B. [2025-353](#) RECEIVE AND ACCEPT THE RESIGNATION FROM COUNCIL MEMBER DISTRICT 3 QUINTEN SCOTT AND DECLARE A VACANCY AS PER THE CITY OF BOERNE HOME RULE CHARTER.

**Attachments:** [AIS District 3 vacancy](#)  
[Scott resignation\\_Redacted](#)

8. CITY MANAGER'S REPORT:

- A. [2025-017](#) MONTHLY PROJECTS REPORT.

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

10. ADJOURNMENT

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the 18 day of July,  
2025 at 2:00 p.m.

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s/s Lori A. Carroll  
City Secretary

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS**

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

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

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



**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 North Main Street**  
**Boerne, TX 78006**  
**JULY 8, 2025 – 6:00 PM**

Minutes of the Regular Called City Council Meeting of July 8, 2025.

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

**Staff Present:** Ben Thatcher, Sarah Buckelew, Lori Carroll, Nathan Crane, Mike Mann, Terry Nolan, Mike Raute, Cheryl Rogers, Kristy Stark, Chastity Valdes, Andrew Wilkinson, and Danny Zincke.

**Recognized / Registered Guests:** Pastor Ann Marie Quigley-Swanson, Albert Rodriguez, John Woolard, Nelia Zapata, Chris Godsey, Jamie Garcia, Jacob Garcia, and Julie Garcia.

**1. CALL TO ORDER – 6:00 PM**

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

Mayor Ritchie called on Reverend Ann Marie Quigley-Swanson from St. Mark Presbyterian Church to provide the Invocation.

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

**2. CONFLICTS OF INTEREST**

No conflicts were declared.

**3. PUBLIC COMMENTS:**

No comments were received.

#### **4. CONSENT AGENDA:**

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BATEMAN, TO APPROVED THE CONSENT AGENDA AS PRESENTED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

**A. CONSIDER THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 24, 2025.**

THE MINUTES WERE APPROVED.

**B. CONSIDER ON SECOND READING ORDINANCE NO. 2025-07; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, GRANTING A SPECIAL USE PERMIT (SUP) TO ALLOW A DRIVE-THRU IN THE C2-TRANSITIONAL COMMERCIAL ZONING DISTRICT WITHIN THE SOBO - SOUTH BOERNE OVERLAY DISTRICT AT COMMONS OF MENDER UNIT 11, LOT 11A, GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF GALLANT FOX AND HERFF ROAD; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE. (At the request of Boerne Commons, Ltd.)**

THE ORDINANCE WAS APPROVED.

**C. CONSIDER ON SECOND READING ORDINANCE NO. 2025-08; AN ORDINANCE AMENDING THE CITY OF BOERNE, TEXAS, CODE OF ORDINANCES, CHAPTER 22, UTILITIES, AMENDING ARTICLE II. WATER SYSTEM, SEC. 22-55. CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES (EXCEPT WHEN A CRITICAL WATER SHORTAGE EXISTS); SEC. 22-56. DROUGHT RESPONSE STAGES. (TCEQ Mandated Drought Contingency Plan Update)**

THE ORDINANCE WAS APPROVED.

- D. CONSIDER RESOLUTION NO. 2025-R42, A RESOLUTION OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CONTRACT BETWEEN THE CITY OF BOERNE AND LOWER COLORADO RIVER AUTHORITY (LCRA)/MCCOY TREE SURGERY, INC. FOR TRIMMING TREES ALONG POWER LINES UNDER LCRA COOPERATIVE PURCHASING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$66,072.**

THE RESOLUTION WAS APPROVED.

- E. CONSIDER RESOLUTION NO. 2025-R43; A RESOLUTION AUTHORIZING THE PURCHASE OF A 2025 BROCE BROOM RCT-350 SWEEPER FROM COOPER EQUIPMENT COMPANY FOR AN AMOUNT NOT TO EXCEED \$83,661.**

THE RESOLUTION WAS APPROVED.

Council Member Macaluso inquired whether private tree trimming activities are being monitored. Planning Director Nathan Crane responded that the City does monitor such activity when staff is made aware of it.

#### **REGULAR AGENDA:**

#### **5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:**

- A. PRESENTATION FROM KENDALL APPRAISAL DISTRICT'S CHIEF APPRAISER NELIA MCNEAL AND THE CITY'S REPRESENTATIVE JOHN WOOLARD.**

Mayor Ritchie introduced John Woolard, the City's representative on the Kendall Appraisal District (KAD) Board, along with Nelia Zapata, Chief Appraiser, and Chris Godsey, Boerne ISD's representative and current Chair of the KAD Board, to present an overview of the proposed KAD budget.

Mr. Woolard provided a summary of recent legislative changes that will impact the City. He noted that the Texas Comptroller is currently reviewing KAD operations for 2025. Previous reviews have been successfully passed, with the financial audit reflecting compliance.

Chief Appraiser Nelia Zapata reported a proposed 7.8% budget increase, which includes funding for construction and remodeling of the current 5,000-square-foot building. The expansion will add approximately 2,500 square feet, including six new offices and two conference rooms with a separate entrance to enhance public access while maintaining staff security. The budget also includes two new staff positions. Ms. Zapata noted that the district is currently in the middle of the protest process.

Ms. Godsey added that the estimated cost for the renovation is between \$800,000 and \$1 million, and that final building plans are expected to be presented later this year. The cost could be spread over 15 years. She also noted that under new legislation, KAD will now be allowed to finance the project-whereas in the past, only cash funding was permitted. The city's portion of the renovations would be 9%.

## **6. RESOLUTIONS:**

### **A. CONSIDER RESOLUTION NO. 2025-R44; A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE KENDALL APPRAISAL DISTRICT'S PROPOSED FISCAL YEAR 2026 APPRAISAL AND COLLECTIONS BUDGETS.**

Mayor Ritchie called on Sarah Buckelew, Finance Director. Director Buckelew suggested approval of the proposed Kendall Appraisal District budget as presented in the previous agenda item.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE RESOLUTION NO. 2025-R44; A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE KENDALL APPRAISAL DISTRICT'S PROPOSED FISCAL YEAR 2026 APPRAISAL AND COLLECTIONS BUDGETS. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

- B. RECEIVE BIDS AND CONSIDER RESOLUTION NO 2025-R45; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AWARDDING THE CONTRACT FOR CITY OF BOERNE FISCAL YEAR 2025 STRIPING TO \_\_\_\_\_ FOR AN AMOUNT NOT TO EXCEED \$\_\_\_\_\_; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.**

Mayor Ritchie called on Cheryl Rogers, City Engineer, to provide an update on the City's annual striping and maintenance program. Ms. Rogers reported that three bids were received for this year's project, which includes the continued use of thermoplastic striping, now in its fourth year of implementation. She noted that thermoplastic lasts significantly longer than traditional paint, especially in high-traffic areas like Herff Road, which typically requires restriping every two to three years. References for the selected contractor were verified, and the bid came in under budget. Given the cost savings, Ms. Rogers recommended expanding the scope of work to include additional striping throughout the city. Ms. Rogers confirmed the work aligns with the City's 10-Year Street Maintenance Plan.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER MACALUSO, TO RECEIVE BIDS AND APPROVE RESOLUTION NO 2025-R45; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AWARDDING THE CONTRACT FOR CITY OF BOERNE FISCAL YEAR 2025 STRIPING TO STRIPE IT UP, LLC FOR AN AMOUNT NOT TO EXCEED \$97,096.00; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

- C. CONSIDER RESOLUTION NO. 2025-R46; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BOERNE AND HDR ENGINEERING, INC. FOR DESIGN OF A NEW GRANULAR ACTIVATED CARBON (GAC) TREATMENT SYSTEM AT THE WATER TREATMENT PLANT FOR AN AMOUNT NOT TO EXCEED \$350,000.**

Mayor Ritchie called on Mike Mann, Utilities Director to share that the City is working with a consultant to define the scope for improvements at the Boerne City Lake Water Treatment Plant, with a focus on removing organic materials. The proposed design includes a skid-based Granular Activated Carbon (GAC) filtration system, which will help address issues caused by Geosmin, the compound responsible for unpleasant taste and odor in the water. The scope also includes a site survey, geotechnical testing, hydraulic analysis, preparation of bid documents, and bid services. Construction is anticipated to be included in the FY 2026 budget. Director Mann introduced Albert Rodriguez with HDR who responded that the design phase is scheduled for 195 calendar days, noting the duration is site-specific. He also explained that construction is estimated at \$1.2 million, with equipment lead time being the biggest factor. To help mitigate delays, a prepurchase of equipment is being considered. Director Mann confirmed that the filtration system will be used as needed to ensure continued compliance with TCEQ regulations and clarified that the project is funded through operational fees, not impact fees.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2025-R46; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BOERNE AND HDR ENGINEERING, INC. FOR DESIGN OF A NEW GRANULAR ACTIVATED CARBON (GAC) TREATMENT SYSTEM AT THE WATER TREATMENT PLANT FOR AN AMOUNT NOT TO EXCEED \$350,000. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

**D. CONSIDER RESOLUTION NO. 2025-R47; A RESOLUTION OF THE CITY OF BOERNE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION CONTRACT ADMINISTRATION SERVICES FOR THE AMMANN ROAD GROUND STORAGE TANK AND PUMP STATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$145,000.**

Mayor Ritchie called on Andrew Wilkinson, Utilities Engineer, who displayed a map showing the location on Ammann Road where the new storage tank and pump station will be constructed. Mr. Wilkinson provided an overview of the project, including details about the tank and pump station components. He noted that the construction phase is scheduled to begin this month and continue through March 2027. He also outlined the construction phase services that will be provided by Kimley-Horn in support of the project.

A MOTION WAS MADE BY COUNCIL MEMBER BATEMAN, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2025-R47; A RESOLUTION OF THE CITY OF BOERNE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION CONTRACT ADMINISTRATION SERVICES FOR THE AMMANN ROAD GROUND STORAGE TANK AND PUMP STATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$145,000. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

## **7. OTHER:**

### **A. CONSIDER MAYORAL APPOINTMENT TO THE ETHICS REVIEW COMMISSION.**

Mayor Ritchie stated that due to a recent vacancy, he is recommending Kyle Mickelsen be appointed as a Member to the Ethics Review Commission.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE THE MAYORAL APPOINTMENT OF KYLE MICKELSEN AS A MEMBER TO THE ETHICS REVIEW COMMISSION. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

### **B. GBRA WATER SECURE DISCUSSION.**

Mayor Ritchie called on Mike Mann, Utilities Director, to review the City's prior

water planning efforts from 2015 to 2022. Director Mann discussed the resources the City is currently able to manage internally and outlined the recent opportunity presented through the GBRA Region L Planning process. GBRA has offered the City a Memorandum of Understanding (MOU) should Boerne choose to participate. He explained that the estimated retail water cost is between \$12 and \$15 million, with additional capital costs required to bring the water from the I-35 corridor to Boerne. He also referenced the 2022 Water Availability Study, which projects a sufficient water supply through 2070 for a planning population range of 54,000 to 67,000 residents.

Director Mann asked Council whether they would like to participate in the GBRA planning effort and noted that a decision is needed by the end of July. It was the consensus of the Council to not participate at this time.

#### **C. FISCAL YEAR 2026 BUDGET DISCUSSION.**

Mayor Ritchie called on City Manager Ben Thatcher and Finance Director Sarah Buckelew to provide an update on the FY2026 Budget. Director Buckelew shared that the current health insurance renewal proposal includes a 24.9% increase. The cost-of-living indicator will be available on July 31, and staff is continuing to work on the Capital Improvements Plan. She also discussed debt issuance and reviewed the 2022 Boerne Bond Program, in which \$36 million was authorized. She provided a preliminary timeline, noting additional discussion will occur at the August 26th City Council meeting. CM Thatcher asked the Council for feedback on the City's compensation strategy. He noted that the City currently benchmarks at the 60th percentile of market standards and asked whether Council would support adjusting to the 70th percentile to remain competitive. Council stressed the need to hire quality individuals and offering competitive benefits. CM Thatcher also reviewed potential uses for the Public Facility Corporation (PFC) fund, which currently has a \$3.5 million fund balance. He proposed allocating \$3 million to the Capital Improvement Plan for projects including Water Works Terrace, public parking, and an extension of the Old No. 9 Trail. If Council is in agreement, staff will bring back more



detailed information at the next Council meeting. Regarding outside agency funding, CM Thatcher noted a request from The Center to increase the City's financial contribution. He will review their budget in more detail and return with a recommendation. Director Buckelew addressed the budget process timeline to close the presentation.

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

Mayor Ritchie called on City Manager Ben Thatcher.

### **A. WRAP-UP ON THE 89th LEGISLATIVE SESSION.**

City Manager Thatcher asked Assistant City Manager Kristy Stark to provide an update on the 89th Legislative Session. ACM Stark noted that a Special Session has been called for July 21. She reviewed several bills relevant to municipalities that either failed or stalled during the regular session. She also outlined key bills that did pass, some of which will take effect on September 1, 2025, while others are effective immediately. Among the notable legislation, she highlighted the Texas Water Fund, which will require voter approval in the November election. Additionally, she noted the implementation of mandatory annual artificial intelligence (AI) training beginning January 1, 2026. Staff will ensure the City remains in compliance with this and other new legislative requirements.

### **B. BOERNE LISTENS - A COMMUNITY SURVEY FOLLOW-UP REGARDING UNIQUE COMMUNITY CHARM.**

City Manager Thatcher called on Assistant City Manager Danny Zincke to present an overview of the community survey completed in December, focusing on the feedback related to Boerne's unique community charm. Each council member then read aloud selected comments submitted by constituents from their respective districts. Mr. Zincke highlighted key themes and insights that reflect the values and character appreciated by residents.

Following the presentation, City Manager Thatcher offered remarks about the July 4th weekend. He expressed pride in City staff, noting that while the City of

Boerne did not host events during the holiday weekend, the City supported county operations when the Emergency Operations Center (EOC) was activated. He commended employees Communications Director Chris Shadrock and Fire Chief Manny Casarez for their service in assisting Kerrville's EOC during the weekend. Thatcher added, "We have some of the best people with the greatest hearts representing our community," and emphasized the City's commitment to staying informed and responsive in times of need.

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

Council Member Macaluso reflected on the recent July 4th flooding, sharing that it brought back personal memories of Hurricane Katrina. Having experienced a similar disaster, he expressed a deep understanding of what the affected families are going through. He noted that Boerne was fortunate the event did not impact the local watershed more severely, which could have led to devastating consequences. He commended city staff for their outstanding work during the emergency.

Council Member Scott expressed his gratitude to city staff and all who have contributed during this challenging time. He announced that he has built a new home outside the city limits and has received an offer on his current home. As a result, he has submitted his resignation from the City Council. He stated he is proud of what has been accomplished during his tenure and is happy to assist in the transition process as a new council member is appointed.

Mayor Pro Tem Wolosin shared that, as a father of children similar in age to the girls affected by the flood, the tragedy resonated deeply with him. He emphasized the strength of both Boerne and Texas communities, highlighting the generosity shown through efforts like the donation drop coordinated with Bunker Branding. He also mentioned that a rabbi with connections to New York reached out with interest in contributing to the relief efforts, demonstrating how far-reaching the support has been.

Council Member Bateman recognized the remarkable coordination among the many groups and organizations that mobilized to help during and after the

flooding. He thanked all who stepped up to assist.

Mayor Ritchie closed by offering his thanks and appreciation to the first responders and all who came together in the community's time of need. He stated that Texans are proud people who support each other in times of crisis and encouraged everyone to continue that spirit of unity. He thanked Boerne residents for who they are.

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

Mayor Ritchie convened the City Council into Executive Session at 8:22 p.m.

**A. SECTION 551.087 - DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CONSIDERATION OF OFFER OF FINANCIAL INCENTIVES TO A COMMERCIAL ENTITY CONSIDERING DEVELOPMENT WITHIN THE CITY LIMITS AND/OR ETJ. (IH-10 Frontage)**

No action was taken.

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

Mayor Ritchie reconvened the City Council into Open Session at 9:34 p.m.

No action was taken.

**ADJOURNMENT**

Mayor Ritchie adjourned the City Council Meeting at 9:34 p.m.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

**MINUTES**  
**SPECIAL CALLED JOINT TRAINING WORKSHOP OF THE CITY COUNCIL, PLANNING**  
**AND ZONING COMMISSION, HISTORIC LANDMARK COMMISSION, ETHICS**  
**REVIEW COMMISSION, VISIT BOERNE ADVISORY BOARD, BOERNE PUBLIC**  
**LIBRARY ADVISORY BOARD, ZONING BOARD OF ADJUSTMENTS, AND THE**  
**DESIGN REVIEW COMMISSION**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 North Main Street**  
**Boerne, TX 78006**  
**JULY 16, 2025 – 5:30 PM**

Minutes of the Special Called City Council, Zoning Board of Adjustments, Planning and Zoning Commission, Historic Landmark Commission, Visit Boerne Advisory Board, Ethics Review Commission, Boerne Public Library Advisory Board, and the Design Review Commission of July 16, 2025.

**City Council Present:** Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council Member Joe Bateman, Council Member Bret Bunker, and Council Member Joseph Macaluso

**Absent:** Council Member Quinten Scott

**Staff Present:** Ben Thatcher, Lori Carroll, Lesley Gastelum, Mike Mann, Mick McKamie, Andrea Snouffer, and Chastity Valdes.

**1. CALL TO ORDER – 5:30 PM**

The joint Ethics Training Meeting was called to order at 5:30 p.m.

**2. PUBLIC COMMENTS:**

No comments were received.

**3. DISCUSSION ITEMS:**

**A. ANNUAL ETHICS TRAINING****I. ETHICS ORDINANCES****B. OPEN GOVERNMENT LAWS - OPEN MEETINGS ACT AND PUBLIC INFORMATION ACT****C. OTHER IMPORTANT STATUTES**

City Attorney Mick McKamie provided an overview of the City's Ethics Ordinance during the presentation. He explained that the ordinance was originally adopted in 2014 and was developed by a citizen committee led by then-Mayor Patrick Heath. Mr. McKamie reviewed the purpose of the ordinance, who it applies to, and outlined various types of ethical conflicts. He also discussed the consanguinity and affinity chart and highlighted relevant provisions from comparable state ethics statutes.

**4. ADJOURNMENT**

The Joint Ethics Training Meeting was adjourned at 6:30 p.m.

Approved:

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Mayor

Attest:

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City Secretary



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	July 22, 2025
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2025-R48; A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND SAN ANTONIO RIVER AUTHORITY (SARA) FOR FLOODPLAIN MANAGEMENT.
<b>Contact Person</b>	Jeffrey Carroll – Engineering & Mobility Director
<b>Background Information</b>	<p>When the City receives a technical flood study—such as a Letter of Map Revision, Conditional Letter of Map Revision, or floodplain development analysis—it follows a two-step review process. First, City staff or consultants conduct an internal review to ensure compliance with the City’s adopted flood protection standards. After preliminary approval, the study is submitted to FEMA for final review and potential updates to the Flood Insurance Rate Maps.</p> <p>To improve efficiency, increase local accuracy, and reduce FEMA processing times, FEMA allows qualified agencies to participate in its Cooperating Technical Partners Program. This program permits approved entities to perform technical reviews of floodplain submittals on FEMA’s behalf.</p> <p>The San Antonio River Authority, a FEMA-validated mapping partner and active participant in the program, currently performs these reviews for Bexar County and has offered to expand this service to include Boerne and Kendall County.</p> <p>The proposed Interlocal Agreement allows SARA to:</p> <ul style="list-style-type: none"> <li>• Review Letters of Map Revision, Conditional Letters of Map Revision, and related submittals on behalf of FEMA</li> <li>• Ensure compliance with FEMA regulations and Boerne’s floodplain ordinances</li> <li>• Provide technical comments and recommendations to the City and County</li> <li>• Include Boerne area floodplain models on SARA’s public online portal</li> </ul> <p>SARA requires separate agreements with the City of Boerne and Kendall</p>

	County to support consistent floodplain management across shared jurisdictions. This agenda item pertains solely to the agreement with the City of Boerne. Kendall County approved its agreement with SARA on May 13, 2025.
<b>Strategic Alignment</b> <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	B3 – Providing streamlined and efficient processes
<b>Financial Considerations</b>	There is no direct cost to the City. Applicants will pay review fees directly to SARA based on FEMA’s adopted fee schedule.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	The Interlocal Agreement has been reviewed and approved by the City Attorney’s Office.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Resolution No. 2025-R48 Draft Interlocal Agreement



**RESOLUTION NO. 2025-R48**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO  
ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BOERNE AND SAN ANTONIO  
RIVER AUTHORITY (SARA) FOR FLOODPLAIN  
MANAGEMENT**

**WHEREAS**, the City of Boerne receives floodplain studies requiring technical review for compliance with FEMA and local regulations; and

**WHEREAS**, the San Antonio River Authority (SARA) is a FEMA-validated Cooperating Technical Partner qualified to perform such reviews; and

**WHEREAS**, the proposed interlocal agreement allows San Antonio River Authority (SARA) to review Letters of Map Revision and related submittals, ensure compliance, provide recommendations, and host local floodplain models on its public portal;

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

that the City Council hereby authorizes the City Manager to enter into and manage an interlocal agreement with the San Antonio River Authority (SARA) for floodplain management services.

PASSED and APPROVED on this the \_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BOERNE AND THE SAN ANTONIO RIVER AUTHORITY  
FOR FLOODPLAIN MANAGEMENT**

This Interlocal Agreement (“Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_, 2025 (“Effective Date”), by and between the San Antonio River Authority, a conservation and reclamation district and political subdivision of the State of Texas domiciled in Bexar City, Texas (“River Authority”) and the City of Boerne, Texas, a home rule municipal corporation in the State of Texas (“City”), both of which may be referenced herein as a “Party” and collectively as the “Parties” in this Agreement.

**WHEREAS**, the National Flood Insurance Program (NFIP), established by the National Flood Insurance Act of 1968, has several purposes, the most significant being to better indemnify individuals from losses through the availability of flood insurance; to reduce future flood damages through community floodplain management regulations; and to reduce costs for disaster assistance and flood control; and

**WHEREAS**, the NFIP is a program of the Federal Emergency Management Agency (FEMA), that invokes certain requirements of communities that participate in the NFIP as a condition of participation, including a requirement to designate a Floodplain Administrator to ensure proper enforcement of required floodplain management provisions; and

**WHEREAS**, the City is a participating community in the NFIP; and

**WHEREAS**, the River Authority, pursuant to its role as the LOMR Review Partner for FEMA, will review, and provide recommendations to FEMA on all Conditional Letter of Map Revisions (“CLOMR”), Letter of Map Revision (“LOMR”), and Physical Map Revisions (“PMR”) submissions and thus has technical expertise to support the City in its review of requests for CLOMRs, LOMRs, and PMRs; and

**WHEREAS**, City and River Authority are authorized by the Interlocal Cooperation Act, Government Code Chapter 791, to enter into agreements to increase the efficiency and effectiveness of Texas government to the greatest extent possible; and

**WHEREAS**, it is to the mutual benefit of the River Authority and the City to enter into an agreement to collaboratively meet the requirements of the NFIP; and

**WHEREAS**, this Agreement has been authorized by the City Council of Boerne on July 22, 2025 and by the Board of Directors of the River Authority on June 18, 2025 as required by the Interlocal Cooperation Act.

**NOW, THEREFORE**, the Parties, in consideration of the mutual covenants and agreements herein, do hereby agree as follows:

#### **ARTICLE I PURPOSE**

1. This agreement (the “Agreement”) outlines the roles and responsibilities of the Parties regarding future mutual cooperation of governmental functions and sharing of information to complete the services described herein in a manner that will increase the efficient use and the effectiveness of the resources of both Parties.

#### **ARTICLE II INDIVIDUAL PARTY RESPONSIBILITIES**

##### **A. River Authority will:**

1. Provide to City a copy of the most up-to-date *San Antonio River Basin Regional Modeling Standards for Hydrology and Hydraulic Modeling (Modeling Standards)* to be used for all requests for CLOMRs, LOMRs, and PMRs in City.
2. Maintain current and effective hydrologic and hydraulic models, along with supporting data, for the watersheds and studied streams in City. This includes updating the effective model set to include changes necessitated by FEMA issued LOMRs and PMRs as well as any other applicable laws, rules and regulations as updated from time to time.
3. Provide and maintain a website where the public can request copies of computer models and supporting data and provide these computer models and supporting data to the requestor in a timely fashion.
4. Maintain a GIS based dataset of ongoing Letter of Map Change (LOMC) activity, and further coordination by informing affected parties of potential conflict due to concurrent activity.
5. Provide timely review and comment on all LOMC requests submitted to FEMA for CLOMRs, LOMRs, and PMRs within the City – specifically to ensure that the request is in conformance with the *Modeling Standards*.
6. At the request of the City, provide timely technical review and consideration of requests for CLOMRs, LOMRs, and PMRs on behalf of the City.
7. Provide the City with an opportunity to review any studies performed by the River Authority within the City, and ensure all studies are in accordance with FEMA and City standards. Studies performed by the River Authority do not automatically have City endorsement until approved by City in writing, with such City endorsement based solely upon the City’s discretion.
8. Provide the City with any necessary revisions to CLOMRs, LOMRs, and PMRs conducted by the River Authority after these studies are endorsed by the City.
9. Designate a point of contact for the services hereunder, who is the LOMC administrator.

**B. City will:**

1. Review and approve all requests for Conditional Letter of Map Revisions (CLOMR) and Letter of Map Revision (LOMR), requests for Physical Map Revisions (PMR), Letter of Map Amendments (LOMA) and other map requests and forwarding these to county and/or FEMA all in accordance with the provisions of the NFIP.
2. Require all requests for CLOMR, LOMR, and PMR within the City adhere to the *Modeling Standards*.
3. Provide a copy of all requests for CLOMR, LOMR, and PMR within the City to the River Authority on a timely basis for review and comment prior to submitting to FEMA.
4. Provide the River Authority with copies of all revisions to the requests for CLOMRs, LOMRs, and PMRs necessitated as part of the FEMA review, along with a copy of all correspondence between FEMA and the City related to the request in a timely manner.
5. Designate a point of contact for the services hereunder, who is the City's designated flood plain administrator, and provide an updated email address for notifications.

**ARTICLE III NO FUNDS EXCHANGED**

No funds are being exchanged by the Parties pursuant to this Agreement.

**ARTICLE IV FUNDING**

It is expressly understood and agreed by the Parties, that the River Authority has not appropriated funds hereunder to fulfill any obligation created by the terms of this Agreement; that certain expenditures by the River Authority hereunder may be funded under one or more agreements between the River Authority and third parties; and that the River Authority may, but shall not be obligated to, from time to time budget and appropriate additional funds to fulfill any obligation created hereunder. If FEMA does not appropriate or expend funds or if the Board of Directors of the River Authority does not appropriate or expend funds necessary to perform any obligation hereunder, the River Authority shall provide written notice to the City within 14 business days of such determination. The sole remedy of the City shall be to terminate this Agreement in accordance with the terms herein.

**ARTICLE V TERM**

This Agreement becomes effective on the Effective Date noted above, and will terminate as provided for herein. The Parties commit to reviewing how this Agreement is working on a regular basis.

**ARTICLE VI TERMINATION**

Notwithstanding anything to the contrary herein, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

## **ARTICLE VII MISCELLANEOUS**

1. Records. The River Authority and City will maintain records resulting from this Agreement in compliance with the State of Texas Records Retention Policy. If this Agreement is terminated, the Parties agree to deliver to each other a copy of said records at the request of the other Party and at the receiving Party's expense, provided that such costs are reasonable. However, FEMA is the official record holder for certain of these records in which case federal law will apply to their retention and production.
2. Relationship. The River Authority is performing governmental services for the City in accordance with Chapter 791, Texas Government Code. Nothing in this Agreement creates a partnership, joint venture or employee-employer relationship between the Parties. Neither Party is allowed to hold itself out as an agent for the other Party in any way. There are no third-party beneficiaries to this Agreement.
3. Notice. All notices and communications concerning CLOMR, LOMR and PMR shall be emailed to River Authority's designated LOMR Review Program Manager.

All notices and communications concerning the terms and conditions of the Agreement shall be mailed by certified mail, return receipt requested, or delivered to the River Authority at the following address:

San Antonio River Authority  
Attn: Contracting  
100 E. Guenther  
San Antonio, Texas 78204

With a copy to: [contracts@sariverauthority.org](mailto:contracts@sariverauthority.org).

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the City at the following address:

City of Boerne  
Engineering & Mobility Department  
Attention: Floodplain Administrator  
447 N. Main  
Boerne, Texas, 7806

With a copy to: [EngineeringMobility@boerne-tx.gov](mailto:EngineeringMobility@boerne-tx.gov)

4. Force Majeure. Neither the River Authority nor the City shall be deemed to be in default in performance of the obligations required herein if such performance is delayed, disrupted or becomes impossible because of any act of God, war, earthquake, fire, strike, accident civil commotion, epidemic, act of government, regulatory change, pandemic, action by governing agency or office, or any other cause beyond the control of either Party ("Force Majeure"). Each Party agrees to mitigate losses as required by statute and common law.
5. Applicable Law. This Agreement will be governed by the laws of the state of Texas.
6. No Assignment. Neither Party may assign its interest in this Agreement without the prior written approval of the other Party.
7. Severability. If any provision herein is to be invalid, unenforceable, or illegal in any respect, this invalidity, unenforceability, or illegality shall not operate to terminate the entire Agreement, and the other provisions shall remain effective, and the court shall declare the remaining provisions intact.
8. No Waiver. No waiver(s) of any breach or default(s) by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
9. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument will be of no force or effect, except a subsequent modification in writing signed by the Parties.
10. Annual Review of Agreement. The parties agree to meet at least annually for the purpose of reviewing this Agreement and determining whether any of its provisions should be modified to improve the Agreement's effectiveness or respond to changes in applicable laws or local needs. Any modifications shall be made in writing and signed by both Parties. The Parties understand that activities hereunder are governed by NFIP and any significant changes may require additional FEMA review and approval.

This Agreement has been executed by authorized representatives of the Parties on the dates shown below.

**SAN ANTONIO RIVER AUTHORITY**

BY: \_\_\_\_\_  
Derek E. Boese, JD, PMP  
General Manager

DATE: \_\_\_\_\_

Approved as to Form:

BY: \_\_\_\_\_  
Luis A. Garcia  
General Counsel

**City of Boerne**

BY: \_\_\_\_\_  
Ben Thatcher  
City Manager

DATE: \_\_\_\_\_



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	July 22, 2025
<b>Requested Action</b>	UPDATE REGARDING THE STRUCTURE LOCATED AT 217 SOPHIA CIRCLE, BOERNE, TEXAS, PURSUANT TO A 60-DAY DEMOLITION NOTICE PREVIOUSLY ISSUED.
<b>Contact Person</b>	Nathan Crane, AICP Planning Director (830) 248.1521 ext. 1105 <a href="mailto:ncrane@boerne-tx.gov">ncrane@boerne-tx.gov</a>
<b>Background Information</b>	<p><b>BACKGROUND:</b></p> <p>The home at 217 Sophia Circle was constructed in 2005. The owner listed by the Kendall County Appraisal District as Miguel Acosta.</p> <p>On Saturday March 2, 2024, a fire originated at the rear of the home, severely damaging more than fifty percent of the structure and rendering it uninhabitable. Fortunately, all residents were outside the home at the time of the fire.</p> <p>Mr. Acosta passed away prior to the fire and Mrs. Acosta passed away shortly thereafter.</p> <p>The City Council held a public hearing on this item at the May 13, 2025, City Council meeting. The Council voted 4-0 to declare the structure to be a nuisance and order the demolition within 60 days.</p> <p>On May 16, 2025, staff issued the demolition order to Mr. Cooper Mortgage.</p> <p>On May 22, 2025, Mr. Cooper Mortgage informed staff that the loan had been paid and the lien was released.</p> <p>Staff contacted a title company, Kendall County Abstract Company (KCAC) to determine property ownership. The results were inconclusive.</p> <p>Based upon counsel from the City Attorney, the demolition order was sent to Ms. Acosta's heir Adrian Ledesma on June 26, 2025.</p>



	<p>On July 10, 2025, staff received a call from Mr. Randy White. He stated he is the uncle of Mr. Ledesma. Mr. White is assisting Mr. Ledesma with his affairs. He stated that the insurance company paid off the mortgage and Mr. Ledesma is not in a position to pay for demolition of the structure.</p> <p>Based on this information, staff is soliciting bids for the demolition of the structure and will report back to Council as needed.</p> <p>This item is being presented for information only.</p>
<b>Strategic Alignment</b>	Tenets of Community Charm and Environmental Responsibility
<b>Financial Considerations</b>	N/A
<b>Citizen Input/Board Review</b>	Not required for this action.
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Photo Summary of Existing Conditions

## 217 SOPHIA CIRCLE EXISTING CONDITIONS










## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	July 22, 2025
<b>Requested Action</b>	PRESENTATION OF GOVERNMENTAL AND UTILITY CAPITAL IMPROVEMENT PLANS.
<b>Contact Person</b>	Sarah Buckelew, Finance Director
<b>Background Information</b>	The purpose of this presentation is a high-level status update on the proposed governmental and utility capital improvement project budgets for the next budget year.
<b>Strategic Alignment</b>	Fiscal Excellence F1 – Committing to Strategic, Responsible, and Conservative Financial Management F2 – Investing in and maintaining high-quality infrastructure systems B1 – Using data to drive smart decision making
<b>Financial Considerations</b>	N/A
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	PowerPoint presentation to be presented during Council meeting



## AGENDA ITEM SUMMARY

	
<b>Agenda Date</b>	July 22, 2025
<b>Requested Action</b>	APPROVE RESOLUTION NO. 2025-R49; A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE CITY OF BOERNE AND AOKA ENGINEERING LLC, DBA AOKA CODE CONSULTING TO INCREASE THE FISCAL YEAR 2025 BUDGET FROM \$50,000 TO AN AMOUNT NOT TO EXCEED \$80,000, TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES. <i>(Building and Onsite Infrastructure Plan Review and Inspections.)</i>
<b>Contact Person</b>	Nathan Crane, AICP Planning Director (830) 248-1521; ncrane@boerne-tx.gov
<b>Background Information</b>	<p><b>BACKGROUND:</b></p> <p>On February 27, 2024, the City Council approved a professional services agreement with AOKA Engineering, LLC for a three-year period with a maximum annual expenditure of \$50,000 without requiring further Council approval. AOKA serves as the City's third-party plan review and inspection service for the Permitting and Code Compliance department. The scope of services included commercial and residential plan review.</p> <p>On May 28, 2024, the City Council approved an amendment to the contract, increasing the expenditure limit to \$150,000 for FY23/24. This increase was intended to cover plan review and inspection services for onsite infrastructure. A total of \$99,136 was expended.</p> <p><b><u>Note: The onsite infrastructure plan review and inspection fees are passed on to the developer. Separate fees are assessed for review of the building permit.</u></b></p> <p><b>CURRENT REQUEST:</b></p> <p>The FY24/25 budget includes \$50,000 for building and infrastructure plan review services. As of now, year-to-date expenditures total \$57,521.93—comprised of \$27,536.28 for building plan review and \$29,985.65 for infrastructure plan review and inspections. To meet customer demand during this fiscal year, AOKA has reviewed 34 single-family home plans, along with onsite infrastructure plans for Texas Regional Bank, 21 Herff, and Buc-ee's. They also performed</p>

	<p>infrastructure inspections for Morning Side Ministries, Texas Regional Bank, and 21 Herff.</p> <p>To cover anticipated expenses through the end of the fiscal year, staff is requesting a contract amendment to increase the FY24/25 budget from \$50,000 to \$80,000.</p> <p>If approved, the contract amounts by fiscal year will be as follows:</p> <ul style="list-style-type: none"> <li>• FY23-24: \$99,136</li> <li>• FY24-25: \$80,000 (proposed)</li> <li>• FY25-26: \$50,000</li> </ul>
<b>Financial Considerations</b>	The onsite infrastructure plan review and inspection fees are passed on to the developer. Separate fees are assessed for review of the building permit.
<b>Citizen Input/Board Review</b>	
<b>Legal Review</b>	Utilized City standard professional services agreement
<b>Alternative Options</b>	
<b>Supporting Documents</b>	<p>Resolution No. 2025-R49</p> <p>February 2024 Agreement with AOKA Engineering</p>



**RESOLUTION NO. 2025-R49**

**A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE CITY OF BOERNE AND AOKA ENGINEERING LLC, DBA AOKA CODE CONSULTING TO INCREASE THE FISCAL YEAR 2025 BUDGET FROM \$50,000 TO AN AMOUNT NOT TO EXCEED \$80,000, TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES**

**WHEREAS**, the City of Boerne previously entered into an agreement with Aoka Engineering LLC, dba Aoka Code Consulting, for professional plan review and inspection services; and

**WHEREAS**, in February 2024, the agreement was extended for an additional three years with an annual not-to-exceed budget of \$50,000; and

**WHEREAS**, increased workload during Fiscal Year 2025, including additional infrastructure projects and plan reviews, has resulted in expenditures surpassing the current budgeted amount; and

**WHEREAS**, it is necessary to increase the FY 2025 budget by an additional \$30,000, for a total not-to-exceed amount of \$80,000, to ensure continuation of these essential professional services through the remainder of the fiscal year;

**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 amendment to the agreement with Aoka Engineering LLC, dba Aoka Code Consulting, increasing the Fiscal Year 2025 budget from \$50,000 to an amount not to exceed \$80,000, for the continued provision of professional engineering services.

PASSED, APPROVED and ADOPTED on this the \_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES ARCHITECTS, ENGINEERS, AND BUILDING OFFICIALS**

**THIS AGREEMENT** ("Agreement") is entered into this 27<sup>th</sup> day of February, 2024 by and between Aoka Engineering LLC (DBA: Aoka Code Consulting) ("PROFESSIONAL") and the CITY OF BOERNE, TEXAS, a municipal corporation of the State of Texas ("CITY"). For convenience, the PROFESSIONAL and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party."

### **WITNESSETH**

**WHEREAS**, CITY desires to engage the PROFESSIONAL to provide professional services as more fully described in the scope of services (Exhibit A); and

**WHEREAS**, PROFESSIONAL agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

**NOW, THEREFORE**, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

### **1. Employment of PROFESSIONAL.**

(a) CITY agrees to engage the PROFESSIONAL and the PROFESSIONAL hereby agrees to perform the services which will be approved as separate task orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and PROFESSIONAL agree and acknowledge that CITY is entering into this Agreement in reliance on PROFESSIONAL's special and unique abilities. PROFESSIONAL accepts the relationship of trust and confidence established between it and the CITY by this Agreement. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the services described in the agreement scope (Exhibit A attached). PROFESSIONAL covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY's requirements, in accordance with the highest standards of PROFESSIONAL's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The PROFESSIONAL warrants, represents, covenants, and agrees that all of the work to be performed by the PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers, architects, or building officials, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, architect, or building official, as the case may be.



(c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services as authorized in Exhibit A.

2. **Compensation.** The CITY agrees to pay the PROFESSIONAL the fees set forth and per Schedule of Hourly Rates provided as Exhibit B (attached) but not to exceed \$50,000 annually. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide City an invoice specifying the services provided during the previous month and the total amount owed by the City. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL.
3. **Changes.** CITY may, from time to time require changes in the scope of services of the PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
4. **Services and Materials to be Furnished by CITY.** CITY shall furnish the PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with the PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with the PROFESSIONAL.
5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by PROFESSIONAL pursuant to this Agreement shall be the property of the CITY. PROFESSIONAL will deliver to the CITY copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
6. **Term and Termination of Agreement.** This agreement will be for a period of three years beginning March 1, 2024, and ending February 28, 2027. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
7. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

8. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the PROFESSIONAL.
9. **Final Decisions.** Serving as a PROFESSIONAL to the CITY, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager or his/her designee.
10. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Insurance.** PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
  - a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Statutory workers' compensation and employers' liability insurance as required by state law.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per occurrence/annual aggregate.

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

12. **Prompt Performance by Professional.** All services provided by PROFESSIONAL hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering, architectural, and building services profession in the State of Texas applicable to such services contemplated by this Agreement.
13. **Client Objection to Personnel.** If at any time after entering into this Agreement, the CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom the CITY has no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in PROFESSIONAL's costs occasioned by such substitution.
14. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
15. **Personnel.** All of the services required hereunder will be performed by the PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
16. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of the CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and the CITY.
17. **Non-Solicitation.** The CITY agrees in good faith that for the term of this Agreement and one year after the termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of the PROFESSIONAL or any former employee of the PROFESSIONAL who left Aoka within the six months prior to and including the date of the execution of this Agreement.

18. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
19. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Kendall County, Texas.
21. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either the CITY or the PROFESSIONAL.
22. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
23. **HB 89 and SB 252 Certifications.** PROFESSIONAL hereby certifies that the Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, PROFESSIONAL hereby certifies that the PROFESSIONAL is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
24. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of the CITY. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to the CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.
25. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective

principals and that such principals have duly authorized the transaction contemplated by this Agreement.

26. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, CITY and the PROFESSIONAL have executed this Agreement as of the date first written above.

**CITY OF BOERNE, TEXAS**

By: Ben Thatcher

Print Name: Ben Thatcher

Title: City Manager

**[PROFESSIONAL'S NAME]**

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

Print Name: Ganesh Chapagain

Title: CEO

## Exhibit A

PROFESSIONAL agrees to perform the scope of services as detailed below:

### Building Plan Review

Our building plan review service ensures building safety all the while helping contractors meet their construction goals. When a contractor submits a drawing of their building to us through the city, ICC professionals well versed in building safety codes will review it to ensure what is being planned to build is safe. We provide building plan review services at an industry leading **turnaround time of 3-10 days**. With our expert plan review staff supported by our technology centered process, plans are reviewed accurately and timely.

All plans are eligible for electronic submission. The process is as follows:

- The city intakes the permit application with design documents.
- The project is submitted to us through the city's own system or through an easy upload to Aoka's website.
- Aoka's project manager is notified as soon as the city uploads the design documents.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents.
- The plan examiners upload their plan check report according to the direction of the city, either on the city's system or on Aoka's digital platform, which can be accessed by the city in real time.
- The project manager will review the plan check report to ensure quality.
- The city will be notified by email as soon as the plan examination and quality review is completed.
- The city will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

### Availability and Turnaround Times

We propose the following turnaround times for the services listed below:

- |                                 |                          |
|---------------------------------|--------------------------|
| • Plan Review (<\$5M valuation) | -within 5 business days  |
| • Plan Review (>\$5M valuation) | -within 10 business days |
| • Plan Review Rechecks          | -within 3 business days  |

## Exhibit B

PROFESSIONAL agrees to perform the services listed in Exhibit A at the fee shown below:

### FEE SCHEDULE

#### Building Plan Review (Commercial and Residential)

*Aoka will bill 55% of the City of Boerne's Building Permit Fee (see below) for building plan review. To be updated annually according to the adopted fee schedule.*

PERMITTING AND CODE COMPLIANCE	CURRENT	NOTE
<b>BUILDING:</b>		
NEW CONSTRUCTION PERMIT FEE (ONE-TWO FAMILY DWELLING)	\$0.38 per sq. ft.	(Prior to 3-12-96) (Ord. 96-05) (Revised by Ord. 2003-05) (Revised by Ord. 2007-61) (Revised by Ord. 2018-42) (Revised by Ord. 2019-52) (Revised by Ord. 2022-29)
NEW CONSTRUCTION PERMIT FEE COMMERCIAL/OTHER	\$0.53 per sq. ft. for the first 5,000 sq. ft. plus \$0.15 per sq. ft. over 5000	(Revised 3-12-96) (Ord. 96-05) (Revised by Ord. 2007-61) (Revised by Ord. 2018-42)
REMODELING AND REPAIR PERMIT FEE (ONE-TWO FAMILY DWELLING)	\$0.53 per sq. ft.	(Revised by Ord. 2001-37) (Revised by Ord. 2012-42) (Revised by Ord. 2018-42) (Revised by Ord. 2019-16)
REMODELING AND REPAIR PERMIT FEE (OTHER)	\$26.00 plus \$5.00 per \$1,061.00 in construction value	(Revised by Ord. 2001-37) (Revised by Ord. 2012-42)
ROOF PERMIT FEE	\$111.00	Added by Ord. 2019-16 (Revised by Ord. 2022-29)
FENCE OR WALL PERMIT FEE	Residential \$31.00 Commercial \$53.00	(Revised by Ord. 2001-37) (Revised by Ord. 2011-29) (Revised by Ord. 2018-42)
BUILDING MOVING PERMIT FEE	\$84.00	(Revised by Ord. 2001-37) (Revised by Ord. 2011-29) (Revised by Ord. 2022-29)
NEW LAWN IRRIGATION PERMIT FEE	\$26.00	(Added by Ord. 2011-29) (Revised by Ord. 2018-42)
DEMOLITION PERMIT FEE	\$53.00 residential 1-2 family dwelling; \$106.00 other than 1-2 family dwelling	(Revised 7-13-99) (Ord. 99-07) (Revised by Ord. 2018-42)
FLATWORK	\$111.00	(Added by Ord. 2021-38) (Revised by Ord. 2022-29)
PARKING LOT PERMIT	\$222.00	(Added by Ord. 2021-21) (Revised by Ord. 2022-29)



*The building plan review fees above includes 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> review. Subsequent reviews (if needed) will be billed at an additional hourly rate of \$90 with prior approval from the city.*

***Private Infrastructure Inspections/Plan Review***

Staff identifies what will be inspected prior to the issuance of a Site Development or Building permit.

The fee for this service is \$90 per hour for both plan review and inspection. Plan review turnaround is 5 to 10 business days. Inspections are performed the day after they are requested.



## AGENDA ITEM SUMMARY

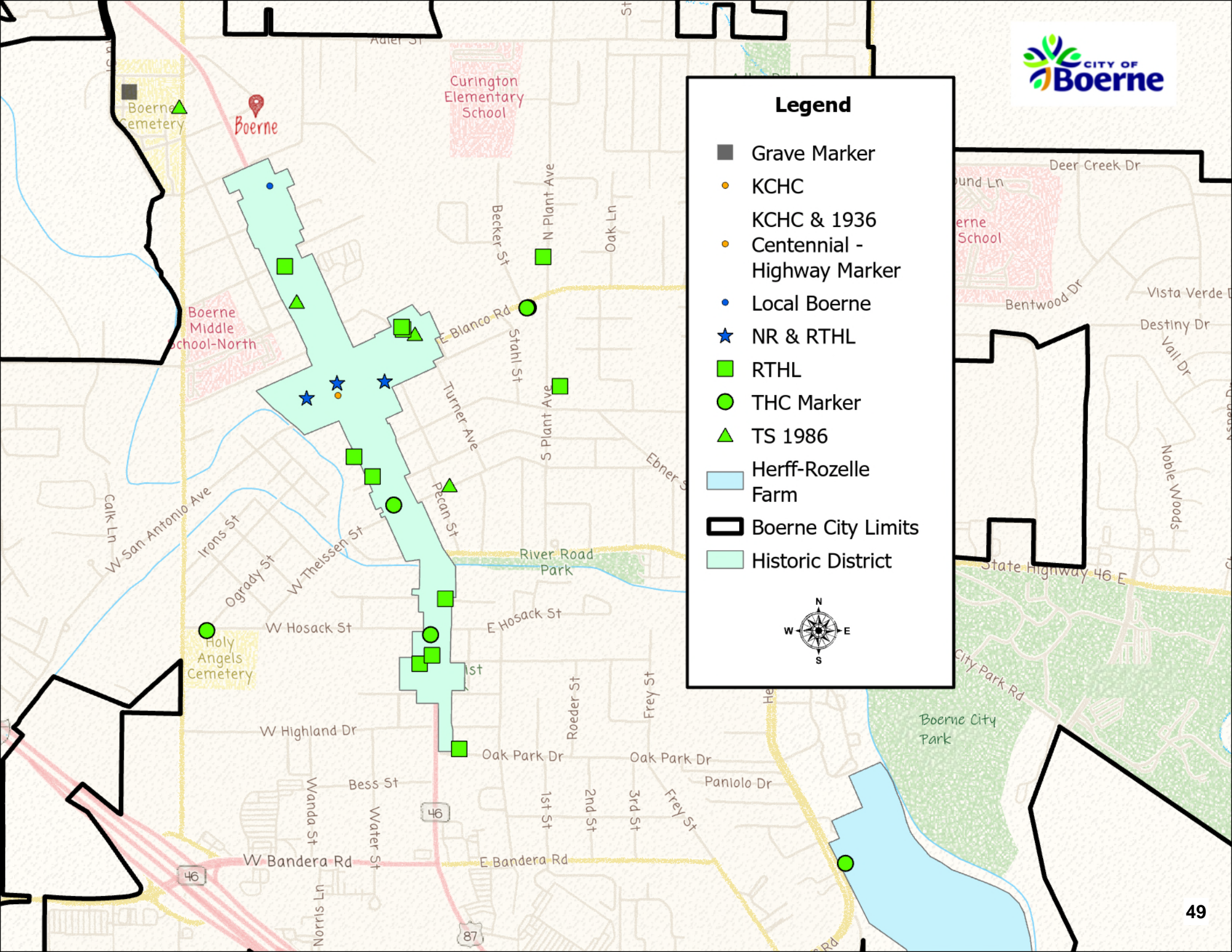
<b>Agenda Date</b>	July 22, 2025
<b>Requested Action</b>	APPROVE AMENDMENTS TO THE CITY OF BOERNE HISTORIC DISTRICT IMPROVEMENT PROGRAM.
<b>Contact Person</b>	Nathan Crane, AICP, Planning Director (830) 248-1521 ext.1105, <a href="mailto:ncrane@boerne-tx.gov">ncrane@boerne-tx.gov</a>
<b>Background Information</b>	<p><b>BACKGROUND:</b></p> <p>The Historic District Improvement Program was approved by City Council as part of Boerne’s Economic Development Incentives Guidelines on January 10, 2012. It was last updated in May of 2017.</p> <p>This program offers matching grants for the renovation and enhancement of building façades on eligible properties. To be eligible for the program, properties were required to be within the Historic District.</p> <p>Eligible properties can receive up to 50% reimbursement of the renovation and enhancement project up to a maximum payment by the City of \$14,500 based on project score. Scoring is based upon; the building’s historic significance including the integrity of the building’s original architectural features, type of proposed building improvements, and the estimated project cost.</p> <p>Since its adoption in 2012, thirty-three grants totaling \$200,000 have been awarded to properties in the Historic District.</p> <p><b>REQUEST:</b></p> <ol style="list-style-type: none"> <li>1. A summary of the proposed amendment to the Historic District Improvement Program as follows: <ol style="list-style-type: none"> <li>a. Expanding Grant eligibility to include historic landmark structures located within City limits.</li> <li>b. Modify the scoring to include structures which are Historic Landmarks.</li> </ol> </li> </ol>

	<ul style="list-style-type: none"><li>c. Modifying the type of eligible improvements to remove building additions and new construction from the list of projects eligible for a grant.</li><li>d. Renaming the HDIP program the “Historic Preservation Grant Program”.</li></ul> <p><b>ANALYSIS:</b></p> <ul style="list-style-type: none"><li>• The goal of the proposed amendments is to support the preservation of historic structures throughout the City of Boerne, while also enhancing the overall appearance and character of the community as identified in the Comprehensive Master Plan.</li><li>• There are approximately 30 historic structures. Most of these structures are located within the historic district, however, over 25% are located outside of the Historic District, including:<ul style="list-style-type: none"><li>a. Albert Kutzer House</li><li>b. James House</li><li>c. Vogt-Clegg House</li><li>d. Julius and Anna Phillip House</li><li>e. Herff-Rozelle Farm</li><li>f. Kendall County Masonic Lodge</li></ul></li><li>• The proposed amendment of the HDIP program’s eligibility criteria and grant scoring to include Historic Landmarks would provide increased opportunities to support the preservation and restoration of existing landmarks.</li><li>• The proposed amendments may incentivize owners of additional historic properties to preserve these structures and to seek new local historic landmark designations.</li></ul> <p><b>FINDINGS:</b></p> <ul style="list-style-type: none"><li>• The proposed amendments are consistent with the Comprehensive Master Plan and the other plans and initiatives of the city.</li><li>• The proposed amendments to the HDIP program could incentivize an increase in historic landmark designations and public-private historic preservation projects.</li></ul> <p><b>HISTORIC LANDMARK COMMISSION ACTION:</b></p> <p>The Historic Landmark Commission discussed the proposed amendments at their July 2, 2024, August 6, 2024, and March 4, 2025</p>
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	<p>meetings. While a formal vote is not required, HLC is in support of the proposed amendments.</p> <p><b>RECOMMENDATION:</b></p> <p>Based on its alignment with the Comprehensive Master Plan, staff is recommending that the City Council consider adopting the proposed amendment to the Historic District Improvement Program.</p> <p><b>MOTIONS FOR CONSIDERATION:</b></p> <p>The following motions are provided to assist the Council’s decision.</p> <p>I move that the City Council <b>APPROVE</b> the proposed amendments.</p> <p>OR</p> <p>I move that the City Council <b>DENY</b> based on the following findings: (The Council will need to draft appropriate findings.)</p>
<b>Strategic Alignment</b>	<p>C2 – Seeking customer-driven feedback.</p> <p>C3 – Collaborate with community partners to enhance quality of life.</p> <p>B2 – Advancing master plan recommendations</p>
<b>Financial Considerations</b>	There are no financial obligations related to this request.
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	N/A
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	<p>Historic Landmarks in Boerne</p> <p>2017 Historic District Program</p> <p>Proposed Amended Historic District Improvement Program Grant</p> <p>HLC Official Meeting Minutes March 4, 2025</p>

## Legend

- Grave Marker
- KCHC
- KCHC & 1936 Centennial - Highway Marker
- Local Boerne
- ★ NR & RTHL
- RTHL
- THC Marker
- ▲ TS 1986
- Herff-Rozelle Farm
- Boerne City Limits
- Historic District



## HISTORIC DISTRICT RESTORATION PROGRAM – May 2017

### 1. Rename Program

As redevelopment of existing structures continues along with anticipated future infill development within the Historic District, staff recommends renaming the program to the *Historic District Improvement Program*. This name better reflects the desired growth and enhancements essential for the long term viability of the Historic District. The term restoration is a preservation term that means to bring back to original condition. The proposed improvements are not solely restoration or rehabilitation of existing structures; they can include additions to existing structures, or a project to bring outdated utility and fire services, or accessibility issues into compliance.

### 2. Proposed Maximum Matching Funds – Sliding Scale up to \$15,000

<u>Proposed Project Budget</u>	<u>Maximum Reimbursement Match</u>
0-\$24,999	\$1:1 up to \$5,000 max.
\$25,000-\$49,999	\$7,500
\$50,000-\$74,999	\$10,000
\$75,000-\$99,999	\$12,250
\$100,000 and above	\$15,000

### 3. Proposed Program Scoring

#### A. Contributing/Non-Contributing & Integrity (High/Med/Low)

Contributing Structure/High & Med	10
Contributing Structure/Low	8
Non-Contributing Structure	6
New Bldg.	4

#### B. Type of Improvements

Existing Bldg. Façade/Roof/Found.	10
Existing Bldg. ADA/Elect./Plumb	8
Existing Bldg. Addition	6
New Bldg.	4

#### C. Estimated Project Budget

(\$50,000 and up)	10
(\$25,000-\$49,999)	8
(\$15,000-\$24,999)	6
(\$0-\$14,999)	4

Minimum score to qualify for program consideration – 20 points

A committee of 3 city staff will review and score each application. For any grant amount of \$15,000, the Historic Landmark Commission would have to make a favorable recommendation to City Council who has final decision on grant funding. It is anticipated that HLC would continue to make program funding decisions at \$14,999 and below.

### 4. Increase Eligible Improvement Types

- Interior ADA improvements that are part of the structure such as accessibility structures, elevators, restroom improvements and widening of doorways.
- Building/Fire Code Improvements such as electrical and plumbing upgrades and fire exits
- Complementary building additions

### 5. Program Budget

Consideration for expanding annual program budget to \$50,000 to provide additional funds for larger scale projects within the Historic District.





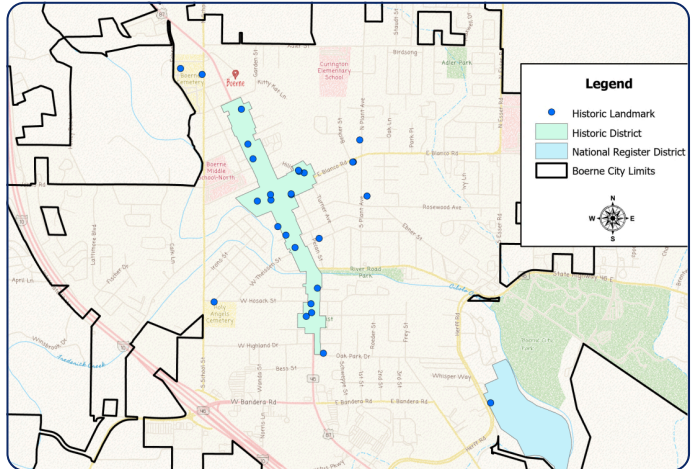
# Historic Preservation Grant Program

The City of Boerne offers a Historic Preservation Grant Program for qualifying projects and structures that are Historic Landmarks within the city limits and/or located within the Historic District along Main Street. Grants funds are available on a sliding scale up to \$14,500 for the following types of improvements:

- Exterior improvements
- Roof repair
- Foundation repair
- ADA improvements
- Fire Code Improvements

 (830) 248-1501

 [Planning@boerne-tx.gov](mailto:Planning@boerne-tx.gov)



If you are interested in applying for a Historic Preservation Grant, contact the City of Boerne's Planning Dept. to learn more about the program and the types of Historic Landmarks in the City.

## How to Apply and Qualify for a Grant



Meet to discuss project & determine eligibility.

Submit application package to the City of Boerne.

Present project & grant application to Historic Landmark Commission.

If approved, obtain required permits and schedule final inspection.

Submit reimbursement request to Planning Department.



 Learn More **51**



## HISTORIC PRESERVATION GRANT PROGRAM

If you have any Historic Preservation Grant Program application or historic design and review questions, please contact the Planning Department at (830) 249-1501.

If you have any building permit questions, please contact the Permitting and Code Compliance Department (830) 248-1529.

### HISTORIC PRESERVATION GRANT PROGRAM DETAILS (please read carefully):

The City of Boerne (City) Historic Preservation Grant Program (Program) is a matching partial reimbursement grant opportunity for properties designated as Historic Landmarks and/or properties located within the limits of the Historic District (District).

Any proposed improvements to properties designated as Historic Landmarks and/or properties located within the District, must be presented to the Historic Landmark Commission (HLC) before a request for a Program grant can be considered. Work/projects that were completed prior to submitting a grant application are not eligible for this Program.

### **Qualifying Program Improvements Include the Following:**

- Exterior improvements;
- Roof repair/replacement;
- Foundation repair/replacement;
- ADA improvements that are part of the structure such as accessibility structures, elevators, restroom improvements and widening of doorways;
- Building/Fire Code Improvements such as electrical and plumbing upgrades and fire exits;

### **Maximum Matching Funds – Sliding Scale up to \$14,500**

<u>Proposed Project Budget</u>	<u>Maximum Reimbursement Match</u>
0-\$24,999	\$1:1 up to \$5,000 max.
\$25,000-\$49,999	\$7,500
\$50,000-\$74,999	\$10,000
\$75,000-\$99,999	\$12,250
\$100,000 and above	\$14,500



## Application Program Scoring

Applications will be considered based on:

- a building's historic significance as either contributing or non-contributing to the District
- its designation as a historic landmark
- the integrity ranking of original architectural elements of the building
- the type of proposed building improvements, and
- the estimated project cost.

Please contact the Planning Department to get details of the building's historic significance, contributing/non-contributing status, historic landmark designation, and integrity ranking. A minimum score of 20 points is required to qualify for Program consideration. The HLC has sole discretion in awarding grants, and approval is not guaranteed. Applications will be scored as follows:

### A. Historic District Contributing/Non-Contributing & Historic Landmark Designation, Integrity (High/Med/Low)

Contributing Structure/High or Historic Landmark Designation	10
Contributing Structure/Med	8
Contributing Structure/Low	6
Non-Contributing Structure	4

### B. Type of Improvements

Exterior Building Improvements/Roof/Foundation	10
ADA/Electrical/Plumbing/Fire exits	8

### C. Estimated Project Budget

(\$50,000 and up)	10
(\$25,000-\$49,999)	8
(\$15,000-\$24,999)	6
(\$0-\$14,999)	4

All Program grants are available throughout the City's fiscal year; on a first come, first serve basis until total annual Program budgeted funds are allocated. Applications will be reviewed based on Boerne Unified Development Code Chapter 3, Section 3.11 Historic District and the Boerne Historic Design Guidelines and approved by HLC before any eligible work may begin.

The HLC has sole discretion in awarding grants. The HLC considers the following: grant amount requested, grant funds available for the Program, condition of the structure, scope and effectiveness of the proposed work, and overall quality and character of the proposed work. If application is approved, any deviation from the approved project scope may result in the total or partial withdrawal of the Program grant and will require reapproval from the HLC.

# HISTORIC PRESERVATION GRANT PROGRAM

## APPLICATION PROCESS

Applicants must complete the following steps as part of the application process.

### 1. Meet with Planning Department and determine eligibility.

Applicant shall meet with Planning Department staff to discuss project plans and determine Grant eligibility. Refer to the following documents for guidance when proposing improvements to properties in the District and/or Historic Landmarks:

- Boerne Unified Development Code Chapter 2, section 2.11 Historic Preservation
- Boerne Unified Development Code Chapter 3, Section 3.11 Historic District, and
- Boerne Historic Design Guidelines
- Secretary of the Interior's Standards for the treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings<sup>1</sup>.

### 2. Prepare and submit the Grant Application Form, Program Agreement Form, and supporting documents to the Planning Department no later than fifteen (15) days prior to the first Tuesday of each month to be placed on the HLC agenda.

Applicant shall submit a complete Application packet to Planning Department, which includes the following items:

- Completed and signed application form
- Itemized list of proposed improvements and cost estimates
- Plans/elevations of proposed improvements for proposed project work to be done and/or
- Color samples of all proposed paint, fixtures, and material selections
- Proof of good standing with COB for the property: i.e not owe taxes, utilities, no judgements etc. on any property in city limits

Planning Department staff shall review application submittal documents to verify completeness. Once complete, the Planning Department will place the application on the HLC agenda for review during the next scheduled HLC meeting.

### 3. Attend HLC Meeting to present Grant Application for HLC's consideration.

The HLC meets at 5:30 p.m. every first Tuesday of the month. The Applicant or Applicant's Representative is required to attend the HLC meeting and present their project for review and approval/denial.

- The HLC and City staff shall consider any application within its discretionary authority to determine what grant amount would be in the best interest of the Program. The review criteria may include, but shall not be limited to; historical appropriateness, compatible architectural design, streetscape objectives, and overall enhancement of the Historic District and/or Historic Landmark.

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• <sup>1</sup> <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>

- Applicants receiving majority approval by the HLC shall receive an approval letter stipulating the terms and conditions of the Grant Program.

**4. If Grant is approved by HLC, Applicant must obtain necessary permits, and complete all work approved by the HLC within one (1) year of date of approval.**

Following the receipt of a Historic Preservation Grant Program approval letter, the Applicant must obtain all necessary permits prior to beginning the work described in the application.

- Applicant must then complete the work described in the application within one (1) year from the date the grant is approved by HLC.
- If the Applicant is unable to complete work within that period, the Applicant may submit a written request to the City Manager for an extension to the completion date provided the extension request is made thirty (30) days prior to the one (1) year time limit. The City Manager shall not be obligated to allow extensions but may do so for good cause determined solely by the City Manager, according to conditions determined exclusively by the City Manager. The City Manager's determination on a request for an extension is final and may not be appealed. If the Applicant is not granted an extension for the one (1) year completion date, the grant funds shall be forfeited.

**5. Notify Planning Department once work is complete, and schedule an inspection.**

As a condition of this Program and as part of the application process, the Applicant shall allow City inspections.

- If the grant is awarded to the Applicant, the City shall be allowed regular access to the building to determine whether the work is or is not in compliance with the application, city municipal codes and any ordinances applicable to the work approved and contemplated in the application.
- The Applicant shall notify the Planning Department once all the work is complete, to schedule a final inspection.
- City staff will verify if the work was completed as approved by the HLC, and determine whether the grant should be awarded. Should the work not comply with the application approved by the HLC, the Applicant will forfeit all grant monies.

**6. Submit Historic Preservation Grant Program Reimbursement Request Form.**

When the entire project has been satisfactorily completed and reviewed, the Applicant or Applicant's representative shall submit a complete Reimbursement Request packet to the Planning Department, which includes the following items:

- Completed and signed Reimbursement Request Form
- Copies of all paid invoices, including copies of checks and/or credit card receipts
- Pictures of the completed work
- Proof of good standing with COB for the property: i.e not owe taxes, utilities, no judgements etc. on property
- W9 form

## **7. Repayment Conditions.**

If awarded a Program grant, any deviation from the approved project may result in the partial or total forfeit of the Program grant funds. If the project is substantially altered within one (1) year from commencement of work, the City may require reimbursement immediately from the Applicant for the full amount of the Program grant. If the building is demolished within 3 years of the commencement of work, the City may require reimbursement immediately from the Applicant for the full amount of the Program grant.

## **8. Appeal and/or Reapplication Process.**

There is no appeal process, all completed applications will be reviewed and an award or denial decision made by the HLC.

- An Applicant who submits an application that was denied a grant by the HLC shall not be eligible to re-submit a grant application for the same project for six (6) months from the date the prior application was declined by the HLC.
- Applicant shall not be allowed to submit an application for the same property within three (3) years from the date a previous Program grant awarded by the HLC.

# **HISTORIC PRESERVATION GRANT PROGRAM APPLICATION CHECKLIST & IMPROVEMENT TIPS**

## **Checklist**

**Use this form as a Checklist to follow all steps needed to complete the Program Application to receive approval.**

- ☐ Meet with City staff of the Planning Department to determine eligibility and to walk through Program Application Instructions. Discuss any questions or concerns regarding historic preservation issues.
- ☐ Complete and return signed Program Application and Program Agreement form with necessary attachments (project drawings and specification, material selections, photographs of project exterior where work is to be done, proof that that property ad valorem taxes are current) no later than fifteen (15) days prior to the first Tuesday of the month to the Planning Department to be added to the next HLC meeting agenda.
- ☐ Attend HLC meeting and present Program Application for recommendation.

## **Improvement Tips**

- Carefully examine old buildings for termites, wood rot and general deterioration and roof, foundation and structural items should be given priority over cosmetic improvements.
- Before rehabilitating a building façade, take a careful look at the structural aspects of the building.
- Develop a design that is compatible with neighboring buildings
- The top brick cornices that rise above the roof deteriorate rapidly unless they are capped with metal, terra cotta, stone or concrete.
- When mortar is missing or in poor repair, moisture will enter the walls and eventually may cause structural damage.
- Deteriorated mortar should be removed to a depth of at least three-fourths of an inch and replaced with new mortar that matches the old in color, texture and striking of the joint.
- Do not sandblast. Chemicals, hand brushing and/or water can remove dirt and paint without damaging the surface of the building.
- Do not paint too often; many times a building only needs mild washing, if the building has stone or brick that has never been painted, do not create a maintenance problem by painting it.
- Existing architectural details, including old wood doors, windows, ceilings, and trim work add to the character of a building and its resale value. Repair these features rather than remove them.
- Wood windows are reasonable to repair, if a specialist in window repair can be found. If the windows are missing, custom-made windows can be ordered for replacement in old buildings.



## HISTORIC PRESERVATION GRANT PROGRAM APPLICATION FORM

Please return completed with necessary attachments and signature to the Planning Department no later than fifteen (15) days prior to the first Tuesday of each month. *Attachments include required plans/drawings, 2 construction/material estimates, color samples of paint/material, and photographs of project's exterior conditions prior to planned project improvements, proof that ad valorem taxes are current.* For further information, please contact the Planning Department.

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Ownership Entity (if different from Applicant): \_\_\_\_\_

Property Address: \_\_\_\_\_

Project Architect/General Contractor (if applicable) \_\_\_\_\_

Project Estimated Start and Completion Dates: \_\_\_\_\_

Type of Work: (circle all that apply)

Paint ● Masonry ● Cleaning/Paint Removal ● Awning/Canopy ● Window Repair/Replacement ● Roof Repair/Replacement ● Foundation Repair ● Interior ADA Improvement that is part of the structure (accessibility structures, elevators, restroom improvements, widening doorways) ● Building/Fire Code Improvements (such as electrical and plumbing upgrades and fire exits) ● Other (detail below):

Other: \_\_\_\_\_

List Details of Planned Project Improvements for Program Grant (attach additional details if necessary):

**TOTAL COST OF PROPOSED PROJECT IMPROVEMENTS:** \_\_\_\_\_

**GRANT AMOUNT REQUEST (based on sliding scale):** \_\_\_\_\_

I attest that at the time of this Application, property to be improved; (1) does not have any delinquent municipal ad valorem taxes, (2) is current on all municipal utility payments; (3) is not listed in part or whole in any current litigation, and (4) is free of all municipal liens, judgments and encumbrances of any kind.

\_\_\_\_\_  
Applicant's/Representative Signature

\_\_\_\_\_  
Date



## **HISTORIC PRESERVATION GRANT PROGRAM AGREEMENT FORM**

**Please return completed with necessary attachments and signature to the Planning Department at 447 N. Main St. no later than the fifteen (15) days prior to the first Tuesday of each month. For information, please contact the Planning Department.**

- ☐ I have met with the City Program representative for the Historic Preservation Grant Program, and I fully understand the Program procedures and details established by the City.
- ☐ I have read the Program Application Form.
- ☐ I attest that at the time of this Agreement that the property to be improved (1) does not have any delinquent municipal ad valorem taxes; (2) is current on all municipal utility payments; (3) is not listed in part or whole in any current litigation, and (4) is free of all municipal liens, judgments and encumbrances of any kind.
- ☐ I have not received, nor will I receive insurance monies for this project.
- ☐ I understand that if I am awarded a grant by the City, any deviation from the approved project may result in the partial or total withdrawal of the Program grant. If the project is substantially altered within one (1) year from construction, I may be required to reimburse the City immediately for a prorated amount of the grant, based on extent of alteration to the improved property that qualified for Program funding.
- ☐ I understand that if the improved property is demolished for any reason within three (3) years from construction, the City may require reimbursement immediately from the Applicant for a pro-rated amount of the Program Grant.
- ☐ I understand and agree that any misrepresentation on this application form will result in immediate denial of request for the Program grant and the inability to re-apply for same. Should such misrepresentation be discovered after an award of funds, then I shall forfeit and/or return any Program funds.

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**Property Address**

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**Applicant's/Representative Signature**

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**Date**



## HISTORIC PRESERVATION GRANT PROGRAM REIMBURSEMENT REQUEST FORM

Once work has been completed, and inspected by City Staff, please return this completed form with necessary documentation listed below to the Planning Department. If you have any questions regarding this form, please contact the Planning Department.

**Please Attach the Following Documentation:**

1. Final bill outlining all construction materials and labor cost associated with the approved project scope.
2. Vendor documentation
3. Proof of payment for all construction materials and labor –checks, credit card statements, etc.
4. Pictures illustrating the completion of the project.
5. W9 Form

The City reserves the right to withhold the Program grant funds approved until all work is completed as agreed upon. The City reserves the right to deny the Program grant funds if the work has not been completed as approved by the HLC.

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**Physical Building Address**

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**Date of Project Completion**

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**Total Final Project Cost**

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**Amount of Grant Funds Approved**

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**Amount of Grant Funds Requested**

I attest that at the time of my project completion, property to be improved; (1) does not have any delinquent municipal ad valorem taxes; (2) is current on all municipal utility payments; (3) is not listed in part or whole in any current litigation, (4) is free of all municipal liens, judgments and encumbrances of any kind, and (5) have not received or will receive any insurance monies for the work at the time the grant reimbursement request is made.

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**Applicant's/Representative Signature**

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**Date**



**MINUTES**  
**HISTORIC LANDMARK COMMISSION MEETING**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 NORTH MAIN STREET**  
**Tuesday, March 4, 2025 - 5:30 PM**

Minutes of the Historic Landmark Commission Meeting of March 4, 2025, at 5:30 p.m.

**Present:** 4 - Chairman Justin Boerner, Vice Chair Sally Pena, Commissioner Cesar Hance, Commissioner Joe Bateman

**Absent:** 3 - Commissioner Patti Mainz, Commissioner Michael Nichols, Commissioner Lynnese Graves

**Staff Present:** Francesca "Franci" Linder, Sara Varvarigos, Heather Wood, Lesley Gastelum

**Present Virtually:** Mick McKamie

**Registered / Recognized Guests:** Ben Adam, Eric Wendt

1. CALL TO ORDER – 5:30 PM

Chairman Boerner called the Historic Landmark Commission to order at 5:30 p.m.

2. CONFLICT OF INTEREST

No conflicts were declared.

3. PUBLIC COMMENTS:

Chairman Boerner opened the public comments at 5:30 p.m.

No comments were received.

Chairman Boerner closed the public comments at 5:30 p.m.

4. CONSENT AGENDA:

A motion was made by Commissioner Hance, seconded by Commissioner Pena, to approve the consent agenda as presented. The motion carried by the following vote:

**Approved: 4-0**

**Yea: 4** - Chairman Boerner, Commissioner Hance, Commissioner Pena, Commissioner Bateman

- 4.A.**     [2025-064](#)     Consider approval of the minutes of the Historic Landmark Commission meeting of February 4, 2025.

**5. REGULAR AGENDA:**

- 5.A.**     [2025-084](#)     Consider a Historic District Improvement Program Grant Application for 604 S Main (Samuel McGee)

Sara Varvarigos, City Planner II, presented the proposed Historic District Improvement Program Grant application.

Ben Adam, project architect, clarified that the amount of money being requested is for windows only and does not include the price of installation. He explained that the windows are all single pane and are not all original.

The commission spoke in support of either option being presented.

A motion was made by Commissioner Bateman, seconded by Commissioner Pena, to approve a Historic District Improvement Program Grant Application for 604 S Main(\$5000 to allow either option). The motion carried by the following vote:

**Approved: 4-0**

**Yea: 4** - Chairman Boerner, Commissioner Hance, Commissioner Pena, Commissioner Bateman

- 5.B.**     [2025-086](#)     Reconsider a request for a certificate of appropriateness for a new sign (The Native Blends - Eric Wendt)

Sara Varvarigos, City Planner II, presented the proposed certificate of

appropriateness for a new sign.

Eric Wendt, owner of Native Blends, spoke regarding his desire to have cream and brown colors on the sign to be consistent with another location he has in San Marcos.

Chairman Boerner clarified that the monument sign they voted on last month will remain black and this consideration is only for the storefront sign.

A motion was made by Commissioner Bateman, seconded by Commissioner Pena, to approve a request for a certificate of appropriateness for a new sign (The Native Blends - Eric Wendt) as presented. The motion carried by the following vote:

**Approved: 4-0**

**Yea: 4** - Chairman Boerner, Commissioner Hance, Commissioner Pena, Commissioner Bateman

**6. DISCUSSION ITEM:**

**6.A. [2025-087](#) Consider Historic District Improvement Program Updates**

Sara Varvarigos, City Planner II, presented the proposed Historic District Improvement Program Updates and had general discussion with the commission regarding the updates being proposed.

All commissioners present were in support of the proposed updates.

**7. COMMENTS FROM COMMISSION/LEGAL COUNSEL/STAFF – No discussion or action may take place.**

Sara shared a few details for two local events in May for Texas Historic Preservation Month:

1. Marker unveiling of a Texas Historical Commission for the Early Kendall County Jail that will be held on Saturday, April 26th at 10 a.m.

2. Marker unveiling scheduled for Rev. AJ Potter on Saturday, May 31st

at 10 a.m. (a presentation will be held at the Boerne Library -Community Room)

Mick McKamie, Associate City Attorney, mentioned that he will give legislative updates on anything impacting the historic district as they come available.

#### 8. ADJOURNMENT

Chairman Boerner adjourned the Historic Landmark Commission at 6:26 p.m.

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Chairman

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Vice Chair



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	July 22, 2025
<b>Requested Action</b>	RECEIVE AND ACCEPT THE RESIGNATION FROM COUNCIL MEMBER DISTRICT 3 QUINTEN SCOTT AND DECLARE A VACANCY AS PER THE CITY OF BOERNE HOME RULE CHARTER.
<b>Contact Person</b>	Frank A. Ritchie, Mayor Lori A. Carroll, City Secretary
<b>Background Information</b>	<p>On July 8, 2025, Quinten Scott submitted a written letter of resignation to Mayor Ritchie, resigning from his position as City Council Member for District 3. His resignation is due to his upcoming relocation outside the city limits. The unexpired term for District 3 runs through May 2026.</p> <p>According to the City Charter, Section 3.08 – <i>Vacancies</i>, when a vacancy occurs on the City Council, it must be filled as required by the Texas Constitution and other applicable laws governing Home-Rule cities. If the vacancy occurs in a position with less than 12 months remaining in the term, the City Council shall appoint a qualified individual to serve the remainder of the term.</p> <p>Application forms for the District 3 seat will be available on the City’s website from July 28th through August 15<sup>th</sup>. Qualified applicants will be interviewed by the City Council. If a candidate is chosen, the appointment and Oath of Office will take place at the regular called city council meeting of September 9, 2025.</p> <p>Under the Texas Constitution’s “Holdover Doctrine,” there is no maximum time limit for how long an official may continue to serve after resignation. Therefore, if necessary, Council Member Scott may continue to serve in a holdover capacity until a successor is appointed and sworn into office.</p>

<b>Strategic Alignment</b>	
<b>Financial Considerations</b>	
<b>Citizen Input/Board Review</b>	
<b>Legal Review</b>	
<b>Alternative Options</b>	
<b>Supporting Documents</b>	Resignation letter from Council Member Scott

Quinten Scott

Boerne, TX 78006

July 08, 2025

To:

Mayor Richie; Ben Thatcher; Lori Carroll

Frank, Ben, & Lori

I am writing to formally resign from the Boerne City Council, effective July 11<sup>th</sup>, 2025 in accordance with Texas Election Code § 201.001 and Boerne Home Rule Charter § 3.08.

As required by state law, this resignation is submitted in writing and signed by me. I also acknowledge that, under Section 3.08(A) of the Boerne Home Rule Charter, this action creates a vacancy in the office.

The reason for my resignation is that I will no longer reside within the city limits, which disqualifies me from continuing to serve under Section 3.08(B)(4) of the City Charter.

However, I am willing and prepared to continue serving in a holdover capacity as allowed under Article XVI, Section 17 of the Texas Constitution until my properly qualified successor has been appointed and sworn into office.

I plan to make a brief statement during Council Comments at the upcoming City Council meeting on Tuesday to share this news publicly and express my gratitude to the community.

It has been an honor to serve the residents of District 3 and to work alongside each of you in service to the City of Boerne.

Sincerely,



Quinten Scott  
Councilmember, District 3  
City of Boerne