

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
AUGUST 12, 2025 – 6:00 PM or immediately following Boerne Public Facility
Corporation 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

INVOCATION

PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

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

2. CONFLICTS OF INTEREST

3. [2025-424](#) RECOGNITION OF NATURAL GAS UTILITY FOR AMERICAN PUBLIC
 GAS ASSOCIATION (APGA) SAFETY AWARD.

Attachments: [AIS Gas Safety Award 2025](#)
 [Safety Award](#)

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

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

- A. [2025-370](#) CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL
 MEETING OF JULY 22, 2025.

Attachments: [Minutes.25.0722](#)

- B. [2025-421](#) CONSIDER RESOLUTION NO. 2025-R50; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HILL COUNTRY FAMILY SERVICES.

Attachments: [AIS HCFS 2025](#)
 [Resolution No. 2025-R50](#)
 [Delegate Agency Agreement - \\$HCFS Merged - 2025-2026](#)

- C. [2025-422](#) CONSIDER RESOLUTION NO. 2025-R51; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL COOPERATION AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) FOR RADIO SERVICES AND EQUIPMENT.

Attachments: [AIS Form 2.25 LCRA 2025](#)
 [Resolution No. 2025-R51](#)
 [City of Boerne Texas - ILA - Radio Services and Equipment \(LCRA Draft 07.](#)

REGULAR AGENDA:

6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2025-418](#) CONSIDER ON FIRST READING ORDINANCE NO. 2025-09; AN ORDINANCE OF THE CITY OF BOERNE TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BOERNE, TEXAS, CHAPTER 2. ARTICLE V. ETHICS, SEC. 2-123 ETHICS REVIEW COMMISSION, E.3. RULES OF PROCEDURE; TO COMPLY WITH HOUSE BILL 1522, ENACTED BY THE 89TH TEXAS LEGISLATURE, RELATING TO PUBLIC NOTICE REQUIREMENTS UNDER SECTION 551.043 OF THE TEXAS GOVERNMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attachments: [AIS HB1522 notice requirements](#)
 [Ordinance No. 2025-09](#)

7. RESOLUTIONS:

- A. [2025-417](#) CONSIDER RESOLUTION NO. 2025-R52; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT ONE TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF BOERNE AND WATERMAN CONSTRUCTION, LLC, ESTABLISHING A GUARANTEED MAXIMUM COST (GMC) FOR NORTHSIDE COMMUNITY PARK PHASE 1 IN AN AMOUNT NOT TO EXCEED \$16,500,000.

Attachments: [AIS NCP Waterman Construction 8.12.25 LJ](#)
[Resolution No. 2025-R52](#)
[GMAX amendment 8.12.25 Signed Waterman](#)
[2025-002 Boerne NorthsideCommunityPark GMP-100CDwithPermitRev](#)

- B. [2025-416](#) CONSIDER RESOLUTION NO. 2025-R53; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND RABA KISTNER, INC. FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES FOR NORTHSIDE COMMUNITY PARK FOR AN AMOUNT NOT TO EXCEED \$115,000.

Attachments: [AIS NCP Raba Kistner 8.12.25 LJ](#)
[Resolution No. 2025-R53](#)
[Raba Proposal 06.26.25 - Recommendation](#)

- C. [2025-415](#) CONSIDER RESOLUTION NO. 2025-R54; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BOERNE AND LUCK DESIGN TEAM FOR NORTHSIDE COMMUNITY PARK ADDITIONAL DESIGN SERVICES FOR AN ADDED AMOUNT NOT TO EXCEED \$160,000.

Attachments: [AIS NCP Luck Design Team Amendment #3 8.12.25](#)
[Resolution No. 2025-R54](#)
[NCP LDT contract amend 8.12.25](#)

- D. [2025-425](#) CONSIDER RESOLUTION NO. 2025-R55; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND MANAGE AN AGREEMENT WITH THE BRANDT COMPANIES, LLC FOR THE REPLACEMENT OF TWO (2) EXISTING DAIKIN VRV-3 CONDENSING UNITS WITH TWO (2) NEW DAIKIN VRV-4 CONDENSING UNITS AT THE BOERNE POLICE DEPARTMENT, UTILIZING BUYBOARD CONTRACT #720-23, IN AN AMOUNT NOT TO EXCEED \$162,802.

Attachments: [AIS The Brandt Co](#)
 [Resolution No. 2025-R55](#)
 [Replace \(2\) Condensing Unit for CU-1](#)
 [Replace CU-2 Condensing Units](#)

- E. [2025-354](#) CONSIDER RESOLUTION NO. 2025-R56; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND ADDITIONAL FUNDS FOR THE PURCHASE OF A BUCKET TRUCK FOR THE ELECTRIC UTILITY UNDER THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT A TOTAL AMOUNT NOT TO EXCEED \$15,195.

Attachments: [AIS Electric Bucket Truck 2025](#)
 [Resolution No. 2025-R56](#)

8. OTHER:

- A. [2025-373](#) RECEIVE THE THIRD QUARTER FINANCIAL AND INVESTMENT REPORT FOR THE PERIOD ENDED JUNE 30, 2025.

Attachments: [AIS - June 2025 Qtrly Report](#)
 [QUARTERLY REPORT - JUN 2025 AS REPORTED](#)

- B. [2025-428](#) OPERATIONAL BUDGET PRESENTATION.

Attachments: [AIS - Budget Council Presentation](#)

- C. [2025-375](#) RECEIVE THE CITY OF BOERNE'S 2025 CERTIFIED APPRAISAL TAX ROLL VALUES, TAX RATE CALCULATION, CERTIFICATION OF ADDITIONAL SALES TAX FORM, AND CERTIFY ANTICIPATED COLLECTION RATE AND EXCESS DEBT COLLECTIONS.

Attachments: [AIS - 2025 Certified Values](#)
 [PROPERTY TAX SUMMARY](#)
 [CITY OF BOERNE CERTIFIED ROLLS 07.18.25](#)
 [2025 Appraisal District Tax Rate Memo- 7-24-25](#)
 [Form 50-856 Rate Calculation](#)
 [FORM 50-212 NOTICE ABOUT 2025 TAX RATES](#)
 [FORM 50-882 CERTIFICATION OF ADDITIONAL SALES AND USE TAX TO PA](#)

- D. [2025-376](#) RECEIVE THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026 AND CONFIRM THE PROPOSED TAX RATE OF \$0.4716/ \$100 VALUATION.

Attachments: [AIS - Receive Budget and Confirm Proposed Tax Rate](#)

- E. [2025-377](#) CALL FOR AND SET THE FIRST PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026 FOR AUGUST 26, 2025 AT 6:00 P.M., AND THE SECOND PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026 FOR SEPTEMBER 9, 2025 AT 6:00 P.M.

Attachments: [AIS - 2025 Certified Values](#)

- F. [2025-429](#) CALL FOR AND SET THE FIRST PUBLIC HEARING ON THE PROPOSED TAX RATE OF \$0.4716/\$100 VALUATION FOR FISCAL YEAR 2025-2026 FOR AUGUST 26, 2025 AT 6:00 P.M., AND THE SECOND PUBLIC HEARING ON THE PROPOSED TAX RATE OF \$0.4716/\$100 VALUATION FOR FISCAL YEAR 2025-2026 FOR SEPTEMBER 9, 2025 AT 6:00 P.M.

Attachments: [AIS - Call for FY 2026 Tax Rate Public Hearing](#)

- G. [2025-374](#) PRESENTATION AND CONSIDERATION OF THE PROPOSED PLAN OF FINANCE FOR 2022 VOTER-APPROVED GENERAL OBLIGATION BONDS, SERIES 2025.

Attachments: [AIS Bond issuance series 2025 - approve plan to issue](#)
 [Boerne GO 2025 Schedule of Events 7.16.25](#)

9. CITY MANAGER'S REPORT:

- A. [2025-430](#) NEW SOFTWARE UPDATE FOR MYGOV ONLINE.
- B. [2025-101](#) BOERNE LISTENS - A COMMUNITY SURVEY FOLLOW-UP ON ENVIRONMENTAL RESPONSIBILITY.

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

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

- A. [2025-426](#) SECTION 551.074 - PERSONNEL MATTERS: REGARDING THE APPOINTMENT, EMPLOYMENT, AND EVALUATION OF THE CITY MANAGER.

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

13. ADJOURNMENT

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the 8 day of August, 2025 at 4:00 p.m.

s/s Lori A. Carroll
City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

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

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

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



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	RECOGNITION OF NATURAL GAS UTILITY FOR AMERICAN PUBLIC GAS ASSOCIATION (APGA) SAFETY AWARD.
Contact Person	Andrea Snouffer – Utilities Administrative Supervisor
Background Information	<p>In June 2025, the City of Boerne Gas Utility was recognized by the American Public Gas Association (APGA) for successfully ensuring the safety of its employees and customers for the year 2024. The Utility recorded 58,240 man-hours without a single reportable accident or injury, making this the fifth consecutive year it has earned this distinction.</p> <p>This prestigious award reflects the Utility’s ongoing commitment to the highest safety standards of workplace safety, including proactive hazard identification, comprehensive employee training, and strong safety accountability practices. It also underscores the department’s unwavering dedication to both employee safety and community protection.</p> <p>This recognition is a direct result of the collective efforts of all Gas Utility employees, including those in operations, maintenance, administration, and other associated support roles. Their continued commitment to safety sets a high standard across the natural gas industry</p> <p>Please help us celebrate our utilities staff effort. They accomplished this while providing excellent customer service in our growing community.</p>
Strategic Alignment	L1 through L3 – We aspire to be an employer of choice.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A

Alternative Options	N/A
Supporting Documents	A copy of the award certificate is attached.

AMERICAN PUBLIC GAS ASSOCIATION SAFETY AWARD

safety



it's a natural

This Certificate is Presented to:

City of Boerne Utilities

In Recognition of the Successful Efforts
your System has made to Ensure the Safety of
your Employees and Customers and the
Integrity of your Gas System for the year 2024.

Erin Kurilla—APGA Executive Vice President, VP of Advocacy & Operations

June 30, 2025

Date

Dave Schryver—APGA President & CEO

MINUTES
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
JULY 22, 2025 – 6:00 PM

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, Jeff Carroll, Lori Carroll, Nathan Crane, Bria Jackson, Lissette Jimenez, Mick McKamie, Terry Nolan, Mike Raute, Andrea Snouffer, Kristy Stark, Chastity Valdes, Andrew Wilkinson, and Danny Zincke.

Recognized / Registered Guests: Heather Bateman and Kyle Mickelsen.

1. CALL TO ORDER – 6:00 PM

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

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

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. PUBLIC COMMENTS:

No comments were received.

4. CONSENT AGENDA:

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

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

A. 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.

THE MINUTES WERE APPROVED.

B. 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.

THE RESOLUTION WAS APPROVED.

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

A. UPDATE REGARDING THE STRUCTURE LOCATED AT 217 SOPHIA CIRCLE, BOERNE, TEXAS, PURSUANT TO A 60-DAY DEMOLITION NOTICE PREVIOUSLY ISSUED.

Mayor Ritchie called on Planning Director Nathan Crane to provide an update on the property located on Sophia Circle, which sustained significant damage in a fire in 2024. Director Crane reminded the Council that a public hearing was previously held, after which the Council issued an order allowing 60 days for the demolition of the structure. He noted that the presumed property owner does not have the financial means to carry out the demolition. Since the structure has been deemed a nuisance, staff is currently in the process of obtaining demolition quotes. Once a cost estimate is secured, staff will report back to Council with options, which may include placing a lien on the property to recover the expense.

B. PRESENTATION OF GOVERNMENTAL AND UTILITY CAPITAL IMPROVEMENT PLANS.

Mayor Ritchie called on Finance Director Sarah Buckelew to provide an overview. Director Buckelew reviewed the process used to develop the budget timeline and explained the purpose of the Capital Improvement Plan (CIP) as a long-term planning tool. She expressed appreciation to staff for their efforts in preparing the Utility CIP and provided a list of current utility projects. Council engaged in a discussion regarding the temporary gas trailers. Utilities Operations Manager Terry Nolan explained that the recent system improvements should eliminate the need for trailers; however, funding was included in the budget as a precaution in case of colder-than-normal weather. Director Buckelew then presented a breakdown of funding for the Governmental CIP projects. City Manager Thatcher clarified that the figures include \$1 million for parking improvements and \$500,000 for the Old No. 9 sidewalk project. In response to a question about the 463 South Main Street sidewalk stairs, Engineering and Mobility Director Jeff Carroll explained that the design is more of a ramp and will be ADA compliant. Director Buckelew concluded her presentation by outlining the next steps in the budget process.

6. RESOLUTIONS:

A. 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.)

Mayor Ritchie called on Nathan Crane, Planning Director. Director Crane reminded the Council of the existing agreement with AOKA for third-party plan review and inspection services. He stated that staff is requesting an additional \$30,000 to cover the remainder of the year. He noted that the fees for onsite infrastructure plan review and inspections are passed on to the developer. City

Manager Thatcher added that utilizing a third party allows the City to avoid hiring additional personnel to manage the workload.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER BUNKER, TO 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. 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 AMENDMENTS TO THE CITY OF BOERNE HISTORIC DISTRICT IMPROVEMENT PROGRAM

Director Crane continued with the proposed amendments to the City's Historic District Improvement Program. He reviewed the current program structure and provided an overview of how it has been utilized to date. He recommended expanding the program's eligibility to include historic buildings located outside of the designated historic district but still within the city limits. Additional proposed changes include modifying the scoring criteria to award points for properties designated as historic landmarks and renaming the program to the Historic Preservation Grant Program to better reflect its broader scope. Director Crane noted that the Historic Landmark Commission is in support of the proposed amendments.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE THE AMENDMENTS TO THE CITY OF BOERNE HISTORIC DISTRICT IMPROVEMENT PROGRAM. 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 AND ACCEPT THE RESIGNATION FROM COUNCIL MEMBER DISTRICT 3 QUINTEN SCOTT AND DECLARE A VACANCY AS PER THE CITY OF BOERNE HOME RULE CHARTER.

Mayor Ritchie called on City Secretary Lori Carroll. Ms. Carroll reported that Council Member Quinten Scott, who represents District 3, has submitted a written resignation as he will be relocating outside the city limits. His resignation creates a vacancy on the City Council. She outlined the process for filling a vacancy as defined by the City's Home Rule Charter. The application period will open on July 28 and close on August 15. In accordance with the Texas Constitution, Council Member Scott may continue to serve until a qualified individual is appointed to fill the vacancy. Applications will be available on the City's website and in the City Secretary's Office. Ms. Carroll also reviewed the eligibility requirements for applicants, as set forth in state law and the City Charter.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY MAYOR PRO TEM WOLOSIN, TO 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. 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

8. CITY MANAGER'S REPORT:

Mayor Ritchie called on City Manager Ben Thatcher.

A. MONTHLY PROJECTS REPORT.

City Manager Thatcher provided an update on various city projects.

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

Council Member Bunker shared that Rick Goodrich, Director of Security and Safety for Boerne ISD, asked him to extend his appreciation to the City's public safety personnel for their outstanding response during the recent flood event.

Mr. Goodrich was highly impressed with their professionalism and swift action.

Mayor Ritchie expressed his gratitude to the Parks and Recreation staff, noting that they continue to do great things for the community. He also reminded everyone that school will be starting in just a couple of weeks and encouraged drivers to stay alert for children walking or biking to school.

10. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 6:38 p.m.

Approved:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R50; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HILL COUNTRY FAMILY SERVICES.
Contact Person	Chief Steve Perez
Background Information	The purpose of the agreement is to establish a cooperative and mutually beneficial relationship between the Partners and set forth General Provisions and Obligations of the Partners as they relate to the provision of behavioral and mental health services for citizens located in the City. HCFS and BPD have developed collaborative programs such as co-responder teams for crisis calls, jail diversion, and mental and behavioral health follow up calls.
Strategic Alignment	Safety and Security C3 Collaborating with community partners to enhance quality of life.
Financial Considerations	\$45,000.00
Citizen Input/Board Review	N/A
Legal Review	Yes
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R50 Resolution and Memorandum of Understanding.

RESOLUTION NO. 2025-R50

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

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

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

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

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

that the City Council hereby authorizes the City Manager to enter into and manage a shared services agreement between the City of Boerne and Hill Country Family Services for Funding for Public Purpose in the amount of \$45,000.00.

PASSED, APPROVED, and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

**HILL COUNTRY FAMILY
SERVICES SHARED SERVICES
AGREEMENT**

THE STATE OF TEXAS '

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL '

This Agreement made effective the _____ day of October 2025, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and Hill Country Family Services, hereinafter called Family Services, each acting herein by and through its duly authorized officers.

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

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

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

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

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

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

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

WHEREAS, Family Services measures the impact of direct client services providing for City of Boerne citizens by using the Social Determinants of Health, and appropriate mental health and suicide

assessment ~~Life Skills Matrix, Perceived Stress Scale, Financial Literacy and Happiness Scale for Boerne children.~~ All City of Boerne citizens served by Family Services are required to establish and follow S.M.A.R.T goals; and

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

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

NOW THEREFORE:

The parties hereto agree as follows:

1. Family Services will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. Family Services agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to Family Services FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) ~~from the Electric Fund~~. Payment shall be made in quarterly payments of \$11,250.00 beginning ~~October 2025 and ending September 2026~~.
4. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of Family Services' revenue for the current fiscal year.
5. It is expressly understood and agreed by and between the parties that Family Services is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
6. It is understood and agreed by and between the parties that a fiduciary duty is created in Family Services with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

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

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

- C. Further, Family Services shall obtain and supply to the City on or before January 31st, 2026, an accounting by numbers, samples, registrations, or other method acceptable to the City Manager detailing the persons served by Family Services' programs and functions described herein.

7. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2026. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.
8. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.
9. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
10. This Agreement shall be subject to the laws and statutes of the State of Texas.
11. **INDEMNITY CLAUSE.** Family Services agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Family Services, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Family Services and the City, that the indemnity provided for in this paragraph is also Indemnity by Family Services to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.
12. It is expressly agreed that by executing this Agreement with Family Services, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to Family Services. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for

any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Family Services shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

ATTEST:

LORI CARROLL
City Secretary

CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____

Hill Country Family Services

BY: _____
Chief Executive Officer



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R51; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL COOPERATION AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) FOR RADIO SERVICES AND EQUIPMENT.
Contact Person	Chief of Police Steve Perez
Background Information	<p>Execute an interlocal agreement between the Lower Colorado River Authority (LCRA) and the City of Boerne allowing LCRA to provide communication equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment for public safety.</p> <p>This agreement renews automatically every three years if no changes are required. This agreement provides radio services for all entities within Kendall County. This includes seven Volunteer Fire Departments, the Kendall County Sheriff's Office, the Fair Oaks Ranch Police Department, the Boerne Police Department, the Boerne Fire Department, the Texas Department of Public Safety (DPS), four Justic of the Peace, Kendall County Road and Bridges, City of Boerne Utility, Animal Care Services, etc.</p>
Strategic Alignment	C1, C3, F2, B3
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	Yes
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R51 LCRA Interlocal Agreement

RESOLUTION NO. 2025-R51

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL COOPERATION AGREEMENT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) FOR RADIO SERVICES AND EQUIPMENT

WHEREAS, the City of Boerne seeks to continue its partnership with Lower Colorado River Authority (LCRA) for the provision of public safety radio equipment and services; and

WHEREAS, the agreement supports communications for multiple Kendall County entities, including local fire, police, emergency services, and City departments; and

WHEREAS, the agreement automatically renews every three years, provided no changes are required, ensuring continuity of services and long-term coordination among public safety entities; and

WHEREAS, the City of Boerne finds it necessary to enter into and manage an interlocal cooperation agreement with Lower Colorado River Authority (LCRA).

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 cooperation agreement with Lower Colorado River Authority (LCRA) for radio services and equipment.

PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

**INTERLOCAL COOPERATION AGREEMENT
FOR RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF BOERNE, TEXAS,
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and City of Boerne, Texas ("**USER**"), a local government of the State of Texas, to be effective for all purposes as of August 1, 2025 (the "**Effective Date**"). LCRA and USER may also be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement, transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses, and to provide a key communications link between public safety entities;

WHEREAS, USER and LCRA wish to establish this Agreement, allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment, as more specifically set

out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive “**Radio Services**” (as defined below) on LCRA’s Trunked Radio System on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC’s rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly, Section 791.025 of the Texas Government Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER’S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for LCRA to provide “**Services**” (as defined below) and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of Services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER’s purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of Services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER’s right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments (“**Radio Services**”), in consideration for USER’s payment of the monthly service and usage fees as set out in the “**Radio System Pricing Schedule and Participant Information Sheet**” (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to Radio Services provided hereunder may require modification of system parameters, which will be subject to additional service charges” as set forth in a separate quote, proposal, or estimate to be agreed upon in writing by the Parties, in accordance with Section 2.3 and 3.2.1 below. Upon the Effective Date of this Agreement, USER’s equipment will be activated following: (i) registration of LCRA-authorized identification numbers of each USER unit, and (ii) LCRA’s certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2 SERVICES; COST-SHARED BASIS FOR RADIO SERVICES

2.1 RADIO SERVICES. USER may select from the menu of Radio Services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the Radio Services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All Radio Service fees to be paid to LCRA by User are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System.

2.3 ADDITIONAL SERVICES. In addition to the Radio Services described above, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement ("**Additional Services**") (Additional Services together with Radio Services, are referred to herein as the "**Service**" or "**Services**"). These Additional Services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. The cost of equipment USER has agreed to purchase shall be set forth in the respective quote, proposal or estimate sent by LCRA to USER.

3. SERVICE RATES, CHARGES AND TERMS

3.1 Radio Service

3.1.1 LCRA shall provide the Radio Services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) at the rates and charges shown therein. The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) shall include: (i) USER's monthly Radio Service fee for use of the Trunked Radio System, and (ii) rates and charges for optional features. USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.

3.1.2 It is agreed that LCRA may, during any Renewal Period, modify the fees and rates included in the Radio System Pricing Schedule and Participant Information

Sheet (Attachment A). Such modifications shall be provided to USER by giving USER written notice of the modified amount at least sixty (60) days in advance of the date on which the modified fees are to become effective. However, during the “**Initial Term**” (as defined below), fees and costs for Radio Service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.2 Additional Services

3.2.1 The charges, costs and fees for Additional Services shall be set out on separate quotes, proposals or estimates to be sent by LCRA to USER.

3.3 Invoicing. The monthly Radio Service fee associated with USER’s access to the Trunked Radio System shall be invoiced at the end of each monthly billing cycle (the “**Monthly Radio Service Invoice**”). LCRA may also include on a Monthly Radio Service Invoice any fees, charges or costs for Additional Services provided by LCRA to USER as previously agreed upon by the Parties. However, Additional Services may be invoiced separately from the Monthly Radio Service Invoice. LCRA shall provide an invoice to USER by the fifteenth day of each month, providing a detailed explanation of services rendered and the charge for each. Such invoice may be mailed electronically at an email address provided by USER. Payment for any invoice sent by LCRA to USER under this Agreement (whether that is a Monthly Radio Service Invoice, a separate invoice for Additional Services, an invoice containing both, or other) shall be due within thirty (30) days of receipt of such invoice by USER. Late payments shall be subject to interest or reasonable service charges. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act. Any disputes related to invoiced amounts must be submitted by the USER to LCRA in writing within 30 days of receipt of the disputed invoice. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due for services agreed upon by the Parties.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER’s equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with such reasonable charges and costs to be determined at such time and to be set forth in a separate quote, proposal or estimate which will be negotiated and agreed upon by the Parties. At USER’s option, USER shall have the right to engage other maintenance suppliers, subject to LCRA’s approval, which shall not be unreasonably withheld, to maintain USER’s equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER’s activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide Radio Services to other participants on the Trunked Radio System. The provision of Radio Services to other participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional Radio Services to some or all participants. USER acknowledges that LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment or similar agreements to provide Radio Services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the “**Initial Term**”), unless automatically extended as provided below. This Agreement shall automatically extend beyond the Initial Term under the terms and conditions, rates, and charges then in effect for successive one (1) year periods (each such extension, a “**Renewal Period**”) provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other Party written notice at least thirty (30) days prior to the end of the Initial Term or (ii) at any time during a Renewal Period by giving the other Party prior written notice of at least ninety (90) days; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.1.2 for Radio Service.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for Services provided by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with one day of Radio Service for any Radio Service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage at the following telephone number: LCRA TOCC – 877-527-2862. If a Radio Service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by LCRA or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate Radio Service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) radio signal coverage at all times for the areas covered by the Radio Services being provided under this Agreement is both improbable and impracticable. Testing and experience with actual field conditions indicate adverse radio wave propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt Radio Services at any time. USER agrees that such events are beyond the reasonable control of LCRA, and agrees that other causes beyond the reasonable control of LCRA include, but are not limited to, motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time, though LCRA is under no obligation hereunder to provide such communication performance.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of radio signal coverage and that the inability of LCRA to provide such radio signal coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's Service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either Service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any Service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses; provided that any such disconnect charges and reconnect expenses shall not exceed amounts that are reasonable and customary for the telecommunications industry. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause

undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell Radio Service, interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

12. No other warranties, express or implied, are given by either Party.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

13.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or Service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

13.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or Service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

14. INTERRUPTION OF SERVICE; FORCE MAJEURE

14.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA shall not be responsible or liable for any delay or failure in its performance under this Agreement to the extent such delay or failure is caused by conditions or events of Force Majeure. The term

“Force Majeure” means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; a slow down or labor disruptions at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak. In the event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER’s sole remedy shall be limited to a credit for Radio Service as is more fully described in Section 7.1.

15. LIMITATIONS OF LIABILITY; INDEMNIFICATION

15.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the Service may occur; and (c) any potential harm from interruptions or irregularities in the Service is speculative in nature. LCRA cannot offer the Service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA’s sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the Service or transmission of Service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for Radio Service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or Service to be provided by LCRA under this Agreement, or under any other circumstance.

15.2 USER acknowledges that the Radio Service provided hereunder uses radio channels to transmit voice and data communications and that the Radio Service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

15.3 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of Radio Service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER’s motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

15.4 The liability of LCRA in connection with Services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied,

as to the provision of such Services.

15.5 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

16. NOTICES

16.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

17. NO COMMON CARRIER OFFERING

17.1 With respect to Services contemplated by this Agreement, neither USER nor LCRA shall make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

18. TAX CODE CONSEQUENCES.

18.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United States Internal Revenue Code (the "Code"). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

18.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

19. AMENDMENT; WAIVER; SEVERABILITY; GOVERNING LAW

19.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack

of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

20. NO ORAL AGREEMENTS; ENTIRETY OF AGREEMENT

20.1 The Parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for Service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

The Parties hereby acknowledge and agree that any prior agreements between the Parties, including the Additional Interlocal Participant Agreement, dated as of October 20, 1998, by and between the Parties (the “Existing Radio Agreement”) shall terminate effective as of the Effective Date and that this Agreement shall supersede and replace the Existing Radio Agreement in its entirety. The Parties also acknowledge and agree that the Interlocal Agreement for Telecommunications Service dated January 15, 1997 shall no longer apply to USER.

21. REVIEWS

21.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the Services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and Services.

22. CONFIDENTIALITY

22.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained from the other Party that is identified as confidential information (**“Confidential Information”**). Confidential Information shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of this Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including

the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

Notwithstanding anything to the contrary herein, if a separate non-disclosure agreement or confidentiality agreement ("**NDA**") between the Parties exists and applies to confidential information related to or arising from this Agreement, the provisions of such NDA shall govern with respect to the confidentiality obligations of the Parties.

23. INTERLOCAL CERTIFICATION

23.1 The Parties certify that (1) the Services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the Services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

24. CRITICAL INFRASTRUCTURE RESTRICTIONS

24.1 "**Critical Infrastructure**" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

"**Designated Country**" means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

"**Restricted Entity**" means an entity:

Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;

- A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or
- Headquartered in a Designated Country.

Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, User represents and warrants that it is not a Restricted Entity.

25. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER

City of Boerne, Texas:

By: _____

Name: _____

Title: _____



ATTACHMENT A

Radio System Pricing Schedule

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT)

City of Boerne

AGENCY ADDRESS

447 N. Main Street

CITY

Boerne

STATE

TX

ZIP

78006

PHONE

830-249-9511

CONTACT NAME

Ben Thatcher

PHONE

BILLING ADDRESS, IF DIFFERENT FROM ABOVE

PO Box 1677

EMAIL ADDRESS FOR INVOICING

CITY

Boerne

STATE

TX

ZIP

78006

TAX EXEMPT? (Y/N)

Y

FEDERAL TAX ID

PURCHASE ORDER

EFFECTIVE DATE

**LCRA Radio System
Pricing Schedule**

**Cost per Unit
Per Month**

**Customer
Elections**

Mobiles

\$20.00

X

Portables

\$20.00

X

Desktop Control Station

\$20.00

X

Dispatch Console

\$100.00

X

Conventional Interface

\$50.00

X

BeOn Monthly Service

\$10.00

BeOn Activation (One-time per device)

\$300.00

Data Modem

\$10.00

Emergency Communication Unit Radios

\$5.00

OPTIONS

I-CALL

\$5.00

DATA - Status Messaging

\$10.00

DATA - AVL

\$10.00

Please Note:

LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly. Only the features and capabilities selected by customer under Customer Elections shall be enabled. Specifics of services provided hereunder (including quantities) is subject to modification based on customer needs.

For Notification Purposes as per section 15.1 of the agreement, LCRA's address is:

Telecom Business Development Manager, Mailstop T099

3505 Montopolis Drive

Austin, TX 78744

Attachment B

**Lower Colorado River Authority
CHANGE OF RADIO STATUS**

As set forth in Section 3.1.1 of the Agreement, this form shall be used when USER needs to notify LCRA of a change in the number of radios or equipment on which it is receiving Radio Service. Section 3.1.1 of the Agreement states that "USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B."

User shall complete and return this form to their LCRA customer service representative within thirty (30) calendar days of any change in the number of radios or equipment on which it is receiving Radio Services. Failure to timely notify LCRA of any changes in the number of radios or equipment on which it is receiving Radio Service may negatively impact a reimbursement or refund request or could result in denial of reimbursement or refund request.

Customer Name: _____

Radio UID (please complete another form if more space is needed for multiple UIDs):

Status Change Cause Description: (stolen, lost, end of life, etc.) _____

Date of Status Change: _____

Name of Person Requesting Status Change: _____

Telephone Number: _____

Email: _____

Date of Form Submittal: _____



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE ON FIRST READING ORDINANCE NO. 2025-09; AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BOERNE, TEXAS, CHAPTER 2. ARTICLE V. ETHICS, SEC. 2-123 ETHICS REVIEW COMMISSION, E.3. RULES OF PROCEDURE; TO COMPLY WITH HOUSE BILL 1522, ENACTED BY THE 89TH TEXAS LEGISLATURE, RELATING TO PUBLIC NOTICE REQUIREMENTS UNDER SECTION 551.043 OF THE TEXAS GOVERNMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
Contact Person	Lori A. Carroll, City Secretary
Background Information	<p>Recently, during the 89th Legislature, House Bill 1522 was passed and will take effect on September 1, 2025. This bill changes the agenda posting requirements for public meetings—from the current 72-hour notice to a minimum of three business days before the scheduled meeting. The attached ordinance amends the Code of Ordinances to ensure compliance with the legal requirements.</p> <p>In addition to these changes, HB 1522 also introduces new requirements related to budget discussions. If a governmental body plans to discuss or adopt a budget, a copy of the proposed budget must be made accessible from the home page of the entity’s website. This posting must also include a taxpayer impact statement, which shows a comparison between the property tax bill (in dollars) for the current fiscal year and an estimate of the tax bill for the same property in the upcoming fiscal year.</p>
Strategic Alignment	
Financial Considerations	
Citizen Input/Board Review	
Legal Review	

Alternative Options	
Supporting Documents	Ordinance No. 2025-09

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY OF BOERNE TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BOERNE, TEXAS, CHAPTER 2. ARTICLE V. ETHICS, SEC. 2-123 ETHICS REVIEW COMMISSION, E.3. RULES OF PROCEDURE; TO COMPLY WITH HOUSE BILL 1522, ENACTED BY THE 89TH TEXAS LEGISLATURE, RELATING TO PUBLIC NOTICE REQUIREMENTS UNDER SECTION 551.043 OF THE TEXAS GOVERNMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Texas Legislature enacted House Bill 1522 during its 89th Regular Session, amending Section 551.043 of the Texas Government Code regarding notice requirements for meetings subject to the Texas Open Meetings Act; and

WHEREAS, the City of Boerne desires to amend its Code of Ordinances to ensure compliance with the updated legal requirements.

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

SECTION 1. FINDINGS

The foregoing recitals are adopted as findings of the City Council and are incorporated herein for all purposes.

SECTION 2. AMENDMENT TO CODE OF ORDINANCES

The City Code of Ordinances is hereby amended by revising Chapter 2. Article V. Ethics, Sec. 2-123 Ethics Review Commission, to amend the following provision:

E. Rules of Procedure:

3. Written notice of the date, hour, place, and subject of each meeting of the commission shall be properly posted at least seventy-two (72) hours in advance in compliance with the Texas Open Meetings Act.

SECTION 3. REPEALER

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. SEVERABILITY

If any section, paragraph, clause, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the remainder shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective upon its adoption.

PASSED and APPROVED on first reading this the ____ day of _____, 2025.

PASSED, APPROVED and ADOPTED on second reading this the ____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R52; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT ONE TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF BOERNE AND WATERMAN CONSTRUCTION, LLC, ESTABLISHING A GUARANTEED MAXIMUM COST (GMC) FOR NORTHSIDE COMMUNITY PARK PHASE 1 IN AN AMOUNT NOT TO EXCEED \$16,500,000.
Contact Person	Lisette Jimenez, Director of Parks & Recreation
Background Information	<p>Background: City Council previously approved the Construction Contract for Northside Community Park in January 2025, under a Cost-Plus Guaranteed Maximum Cost (GMC) structure with Waterman Construction, LLC serving as the Construction Manager at Risk (CMAR).</p> <p><u>Original CMAR Contract Terms:</u></p> <ul style="list-style-type: none"> • Pre-Construction Services Fee: \$22,000 • General Conditions & Insurance Estimate: \$453,751 • CMAR Construction Fee: 2.66% of Cost of Work <p>Since approval, City staff, the design/project management team, and Waterman Construction have finalized construction documents, value engineering, and pricing.</p> <p><u>Amendment One Details:</u> This amendment establishes the Guaranteed Maximum Cost (GMC) for the project.</p> <p><u>Guaranteed Maximum Cost (GMC):</u></p> <ul style="list-style-type: none"> • Estimated Cost of Work (including contingency): \$15,505,382 • General Conditions: \$384,048 • Insurance: \$183,043 • CMAR Construction Fee: \$427,527 • Total Contract Not to Exceed: \$16,500,000 <p><u>Project Duration:</u> 365 calendar days, excluding rain days.</p>

	Staff recommends that the City Council authorize the City Manager to enter into and manage Amendment One to the construction contract between the City of Boerne and Waterman Construction, LLC including the guaranteed maximum cost (GMC) for Northside Community Park Phase 1 for an amount not to exceed \$16,500,000.
Strategic Alignment	F2: Investing in and maintaining high-quality infrastructure. B2: Advancing master plan recommendations. B3: Providing streamlined and efficient processes.
Financial Considerations	The Northside Community Park Design project is a budgeted expense funded through the 2022 voter-approved Quality of Life GO bonds and reflected in the FY25 & FY26 Governmental Capital Improvements budget.
Citizen Input/Board Review	N/A
Legal Review	Legal has reviewed the CMAR Construction Agreement.
Alternative Options	
Supporting Documents	Resolution No. 2025-R52 CMAR Construction Contract Amendment One Northside Community Park Phase 1 Pricing Summary

RESOLUTION NO. 2025-R52

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT ONE TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF BOERNE AND WATERMAN CONSTRUCTION, LLC, ESTABLISHING A GUARANTEED MAXIMUM COST (GMC) FOR NORTHSIDE COMMUNITY PARK PHASE 1 IN AN AMOUNT NOT TO EXCEED \$16,500,000

WHEREAS, on January 25, 2025, the City Council approved a construction contract with Waterman Construction, LLC under a Cost-Plus Guaranteed Maximum Price (GMP) structure, with Waterman Construction serving as the Construction Manager at Risk (CMAR) for Northside Community Park; and

WHEREAS, the original CMAR contract included the following estimated terms:

- Pre-Construction Services Fee: \$22,000
- General Conditions & Insurance: \$453,751
- CMAR Construction Fee: 2.66% of the Cost of Work; and

WHEREAS, since that time, City staff, the design/project management team, and Waterman Construction have completed final construction documents, conducted value engineering, and finalized project pricing; and

WHEREAS, Amendment One to the construction contract establishes the Guaranteed Maximum Cost (GMC) for the project and finalizes the cost structure necessary to proceed with construction; and

WHEREAS, the City Council finds it necessary and appropriate to authorize the City Manager to enter into and manage Amendment One to ensure the successful delivery of Northside Community Park Phase 1;

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

SECTION 1. The above recitals are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. The City Council hereby authorizes the City Manager to execute and manage Amendment One to the construction contract with Waterman Construction, LLC, for Northside Community Park Phase 1, establishing the Guaranteed Maximum Cost (GMC) and final cost breakdown as follows:

- Estimated Cost of Work (including contingency): \$15,505,382
- General Conditions: \$384,048
- Insurance: \$183,043
- CMAR Construction Fee: \$427,527
- Total Contract Not to Exceed: \$16,500,000

SECTION 3. The project duration is established as 365 calendar days, excluding rain days.

SECTION 4. The City Manager is hereby authorized to execute all necessary documents and manage the contract on behalf of the City of Boerne, Texas.

PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

AMENDMENT ONE
TO CONSTRUCTION MANAGER AT RISK
CONSTRUCTION CONTRACT
COST PLUS FEE WITH GUARANTEED MAXIMUM
BETWEEN THE CITY OF BOERNE
AND WATERMAN CONSTRUCTION, LLC

This FIRST AMENDMENT TO CONSTRUCTION CONTRACT COST PLUS FEE WITH GUARANTEED MAXIMUM, dated effective August 12, 2025 (this "Amendment"), amends that certain Construction Contract Cost Plus Fee with Guaranteed Maximum dated effective January 21, 2025, by and between City of Boerne and Waterman Construction, LLC as amended by the First Amendment to Construction Contract Cost Plus Fee with Guaranteed Maximum dated January 21, 2025 (collectively, the "Contract").

RECITALS

R-1. Contractor agreed to prepare for Owner's review and approval the Guaranteed Maximum Cost ("GMC") as that term is defined in the Contract, together with detailed projections for the Estimated Cost of the Work as therein defined.

R-2. Contractor has submitted for approval by Owner the GMC.

R-3. The parties desire to amend and modify the Contract as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals; Defined Terms. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full. All capitalized terms in this Amendment shall have the same meanings as in the Contract unless expressly provided otherwise herein.

2. Amendments.

(a) The GMC is \$16,500,000, calculated as follows:

a.	Estimated Cost of Work	\$15,505,382
(i)	Cost of Work	\$14,964,002
(ii)	Allowances	\$40,000
(iii)	Design/Construction Contingency	\$501,380
b.	General Conditions	\$384,048
c.	Insurance	\$183,043
d.	Contractor's Fee	\$427,527
a+b+c+d = Guaranteed Maximum Cost		\$16,500,000

The GMC as established in this Amendment supersedes all prior summaries, schedule of values and estimates of construction costs and is subject to modification only for changes in the Work as set forth in subparagraph 2(c), below

- (a) Contractor's assumptions and clarifications to the GMC are as set forth on Exhibit "k" is attached hereto and made a part hereof.
- (b) The Drawings and Specifications are attached to this Amendment by reference according to the listing shown in Exhibit "A" attached hereto and made a part hereof.
- (d) As required in Section I.F., the Progress Schedule is attached as Exhibit "B" attached hereto and made a part hereof. The Substantial Completion Date for the Restroom Facility is August 17, 2026 and for the park improvements is August 17, 2026. Final Completion will be achieved within forty-five (45) days following the latter Substantial Completion Date.
- (e) The Contractor will submit the remaining exhibits outlined in original Construction Contract before execution of Amendment One. The following exhibits are as follows:
 Exhibit A - DRAWINGS TO BE DETERMINED
 Exhibit B - SCHEDULE OF SPECIFICATIONS TO BE DETERMINED
 Exhibit D - INITIAL SCHEDULE OF VALUES TO BE DETERMINED
 Exhibit E - ALLOWANCES, ALTERNATES, UNIT PRICES & VE OPTIONS TO BE DETERMINED
 Exhibit F - INITIAL PROJECT SCHEDULE TO BE
 Exhibit I - CONTRACTORS PERMITTED PARKING AREA TO BE DETERMINED
 Exhibit J - PROJECT TURNOVER LIST TO BE DETERMINED
 Exhibit K – CONTRACTORS ASSUMPTIONS AND CLARIFICATIONS TO THE GMC

EXECUTED as of the date first above set forth.

OWNER:

CITY OF BOERNE

By: _____

Ben Thatcher – City Manager

Date: _____

CONTRACTOR:

WATERMAN CONSTRUCTION, LLC

By: AW _____

Andrew Waterman - President

Date: 08 AUG 2025

Boerne - Northside Community Park		Date	8-Aug-25		2025-002
Pricing Summary		Units / Ea	1 (One)		GMP SET
100% CD Budget Summary w/ Permit Revisions					
07/30/2025 Drawing Set					
		Percent	Per ea	Notes	
Div 01 - Site Specifics	\$ 154,170	0.93%	\$ 154,170		
Div 02 - Sitework	\$ 1,929,500	11.69%	\$ 1,929,500	07/30/2025 Set & 06/06/2025 Geotech, 3' excavation & select at Sports Fields	
Div 02/32 - LID Features	\$ 1,046,457	6.34%	\$ 1,046,457	07/30/2025 Set	
Div 02/32 - Asphalt	\$ 470,000	2.85%	\$ 470,000	07/30/2025 Set	
Div 02/32 - Pavement Markings	\$ 35,000	0.21%	\$ 35,000	07/30/2025 Set	
Div 02/32 - Landscaping & Irrigation	\$ 1,054,058	6.39%	\$ 1,054,058	07/30/2025 Set + Updated Irrigation Drawings	
Div 02/32 - Fencing	\$ 626,758	3.80%	\$ 626,758	Includes four gate operators + decorative fence at Playground	
Div 02/33 - Site Utilities	\$ 1,423,985	8.63%	\$ 1,423,985	07/30/2025 Set	
Div 02 - SWPPP	\$ 65,775	0.40%	\$ 65,775	07/30/2025 Set	
Div 02 - Playground	\$ 904,535	5.48%	\$ 904,535	07/30/2025 Set	
Div 02 - Splashpad	\$ 874,647	5.30%	\$ 874,647	07/30/2025 Set	
Div 03 - Concrete	\$ 1,941,648	11.77%	\$ 1,941,648	07/30/2025 Set	
Div 04 - Masonry	\$ 327,910	1.99%	\$ 327,910	\$250/ton allowance for stone	
Div 05 - Steel	\$ 169,652	1.03%	\$ 169,652	07/30/2025 Set	
Div 05 - PEMB	\$ 248,024	1.50%	\$ 248,024	Galvanized w/ BB Supports	
Div 06 - Concrete Countertops	\$ 20,297	0.12%	\$ 20,297	07/30/2025 Set	
Div 07 - Waterproofing / Caulking	\$ 22,793	0.14%	\$ 22,793	07/30/2025 Set	
Div 07 - Roofing	\$ 135,602	0.82%	\$ 135,602	07/30/2025 Set	
Div 07 - Rainwater Collection Tank	\$ 25,000	0.15%	\$ 25,000	07/30/2025 Set	
Div 08 - Doors/Frames/Hardware	\$ 29,504	0.18%	\$ 29,504	07/30/2025 Set	
Div 09 - Flooring	\$ 29,782	0.18%	\$ 29,782	07/30/2025 Set	
Div 09 - Framing/Drywall/Rough Carpentry	\$ 131,416	0.80%	\$ 131,416	07/30/2025 Set	
Div 09 - Painting	\$ 49,005	0.30%	\$ 49,005	07/30/2025 Set	
Div 10 - Restroom Specialties	\$ 54,958	0.33%	\$ 54,958	07/30/2025 Set	
Div 10 - Sports Court Coatings	\$ 105,000	0.64%	\$ 105,000	07/30/2025 Set	
Div 10 - Signage	\$ 212,810	1.29%	\$ 212,810	07/30/2025 Set	
Div 12 - FF&E - Park Equipment	\$ 219,680	1.33%	\$ 219,680	07/30/2025 Set	
Div 12 - FF&E - Sports Equipment	\$ 118,307	0.72%	\$ 118,307	07/30/2025 Set	
Div 12 - FF&E - Shade Canopies	\$ 44,349	0.27%	\$ 44,349	07/30/2025 Set	
Div 12 - FF&E - Bleachers	\$ 28,874	0.17%	\$ 28,874	07/30/2025 Set	
Div 21 - Fire Suppression	\$ -	0.00%	\$ -	Excluded	
Div 22 - Plumbing	\$ 178,000	1.08%	\$ 178,000	07/30/2025 Set	
Div 23 - Mechanical	\$ 90,706	0.55%	\$ 90,706	07/30/2025 Set	
Div 26 - Electrical	\$ 2,173,800	13.17%	\$ 2,173,800	07/30/2025 Set, Includes Fields, PB & BB Musco Lighting	
Div 27 - Security	\$ -	0.00%	\$ -	Excluded	
Div 27 - Technology	\$ -	0.00%	\$ -	Excluded	
Div 28 - Fire Alarm	\$ -	0.00%	\$ -	Excluded	
Div 01 - Pre-Construction Fee	\$ 22,000	0.13%	\$ 22,000		
Div 01 - General Conditions					
Staffing	\$ 191,941	1.16%	\$ 191,941		
Temporary Facilites	\$ 67,807	0.41%	\$ 67,807		
Bonding	\$ 124,300	0.75%	\$ 124,300	Based on \$16.3M	
Builder's Risk	\$ 63,840	0.39%	\$ 63,840	Based on \$16.3M	
Insurance (GL & WC)	\$ 119,203	0.72%	\$ 119,203	Based on \$16.3M	
SUBTOTAL	\$ 15,531,092				
OWNER ALLOWANCE				Notes	
Design/Construction Contingency	\$ 501,380			3.23% of \$15,531,092	
IT/Camera/Cabling Allowance	\$ 5,000				
GVTC Allowance	\$ 15,000				
Limestone/Boulder Allowance	\$ 20,000			Allowance carried for "butter sticks" or boulders for the Project	
...	\$ -				
TOTAL ALLOWANCES:	\$ 541,380				
FEE (2.66%)	\$ 427,528				
TAX (8.25%)	\$ -			Tax Exempt Project	
TOTAL	\$ 16,500,000				
Alternate #1 - Sports Field Subgrade VE Option	\$ (202,462.77)			In lieu of 3' of select fill for the sports field, excavate 3' and moisture condition 2' of existing and cap with 1' of select fill. To be reviewed by City of Boerne and Design Team prior to acceptance.	
Alternate #2 - Tree Protection Elements		\$ 43,368.10		To be funded by City of Boerne Tree Preservation seperatley.	
Total + Alternate #1	\$ 16,297,537				

BUCKET BREAKDOWN									
SITE	LID	FIELD	RRFTFR	PG	SP	BB	PC	DP	WT
Sitework	LID Features	Sports Fields	Restroom & Food Trucks	Playground	Splashpad	Basketball	Pickeball	Dog Park	Walking Trail
\$ 64,161	\$ 10,162	\$ 17,421	\$ 13,066	\$ 11,614	\$ 10,162	\$ 8,711	\$ 15,969	\$ 1,452	\$ 1,452
\$ 445,878	\$ 77,702	\$ 1,046,331	\$ 45,166	\$ -	\$ -	\$ 102,314	\$ 212,109	\$ -	\$ -
\$ -	\$ 1,046,457	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 470,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 632,987	\$ -	\$ 421,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 168,988	\$ -	\$ -	\$ -	\$ 193,460	\$ -	\$ -	\$ 134,516	\$ 129,794	\$ -
\$ 1,423,985	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 65,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 904,535	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 874,647	\$ -	\$ -	\$ -	\$ -
\$ 625,263	\$ -	\$ 31,546	\$ 105,543	\$ 28,732	\$ 19,974	\$ 314,121	\$ 640,797	\$ 39,605	\$ 136,066
\$ 6,825	\$ -	\$ -	\$ 185,085	\$ -	\$ -	\$ 136,000	\$ -	\$ -	\$ -
\$ 50,000	\$ -	\$ -	\$ 119,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248,024	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 20,297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 22,793	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 135,602	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 29,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 29,782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 131,416	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 49,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 54,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,700	\$ 90,300	\$ -	\$ -
\$ 212,810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 219,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 65,521	\$ -	\$ -	\$ -	\$ 33,536	\$ 19,250	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,175	\$ -	\$ 22,175	\$ -	\$ -
\$ -	\$ -	\$ 28,874	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 178,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 90,706	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 948,590	\$ -	\$ 531,751	\$ 87,882	\$ -	\$ 59,964	\$ 10,697	\$ 478,280	\$ 6,344	\$ 50,292
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7,906	\$ 1,670	\$ 3,155	\$ 1,949	\$ 1,676	\$ 1,453	\$ 1,278	\$ 2,375	\$ 261	\$ 277
\$ 68,981	\$ 14,571	\$ 27,522	\$ 17,001	\$ 14,623	\$ 12,678	\$ 11,151	\$ 20,725	\$ 2,276	\$ 2,413
\$ 24,369	\$ 5,148	\$ 9,723	\$ 6,006	\$ 5,166	\$ 4,479	\$ 3,939	\$ 7,322	\$ 804	\$ 852
\$ 44,672	\$ 9,436	\$ 17,823	\$ 11,010	\$ 9,470	\$ 8,210	\$ 7,222	\$ 13,422	\$ 1,474	\$ 1,562
\$ 22,943	\$ 4,846	\$ 9,154	\$ 5,654	\$ 4,864	\$ 4,217	\$ 3,709	\$ 6,893	\$ 757	\$ 802
\$ 42,840	\$ 9,049	\$ 17,092	\$ 10,558	\$ 9,081	\$ 7,873	\$ 6,925	\$ 12,871	\$ 1,414	\$ 1,498
\$ 5,581,652	\$ 1,179,042	\$ 2,226,985	\$ 1,375,634	\$ 1,183,220	\$ 1,025,831	\$ 902,328	\$ 1,677,004	\$ 184,181	\$ 195,215
36%	8%	14%	9%	8%	7%	6%	11%	1%	1%

Other Notes:

- No Permit Fees carried
- No Tap Fees carried
- No Wage Rates carried

Schedule Discussion

- 365 Day Project Schedule



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R53; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND RABA KISTNER, INC. FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES FOR NORTHSIDE COMMUNITY PARK FOR AN AMOUNT NOT TO EXCEED \$115,000.
Contact Person	Lisette Jimenez – Director of Parks & Recreation
Background Information	<p>City staff, along with the project design and management team, reviewed a proposal submitted by Raba Kistner, Inc. (RKI) to provide construction materials observation and testing services for the Northside Community Park Improvements. The proposed scope of work and associated fees have been evaluated for both completeness and competitiveness.</p> <p><u>Proposed Scope of Services Includes:</u></p> <ul style="list-style-type: none"> • Soils testing and observation (field and lab) • Reinforcing steel observation and testing • Concrete testing and observation (field and lab) • Pier testing and observation (field and lab) • Masonry testing and observation (field and lab) • Fire-resistive materials testing and observation • Welded pipe observation • Asphalt testing and observation (field and lab) • Post-tension stressing observation • Wood framing inspections • Floor levelness testing • Project administration <p><u>Fee Summary:</u></p> <ul style="list-style-type: none"> • Raba Kistner Proposal: \$104,571.50 • 10% Contingency: \$10,428.50 • Total Not to Exceed: \$115,000

	Staff recommend that the City Council authorize the City Manager to manage an agreement between the City of Boerne and Raba Kistner, Inc. for Construction Materials Observation and Testing Services for Northside Community Park in an amount not to exceed \$115,000.
Strategic Alignment	F2: Investing in and maintaining high-quality infrastructure. B2: Advancing master plan recommendations. B3: Providing streamlined and efficient processes.
Financial Considerations	The Northside Community Park Construction is a budgeted expense funded through the 2022 Quality of Life Bond and included in the FY25 Capital Improvements budget.
Citizen Input/Board Review	N/A
Legal Review	Raba Kistner Inc. is listed on the City of Boerne list for On-Call Engineering Services.
Alternative Options	
Supporting Documents	Resolution No. 2025-R53 Scope of Services Proposal

RESOLUTION NO. 2025-R53

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND RABA KISTNER, INC. FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES FOR NORTHSIDE COMMUNITY PARK FOR AN AMOUNT NOT TO EXCEED \$115,000

WHEREAS, the City of Boerne is undertaking improvements to Northside Community Park, and City staff, along with the project team, have reviewed and recommend a proposal from Raba Kistner, Inc. to provide construction materials observation and testing services; and

WHEREAS, the proposed services include testing and inspections for soils, concrete, masonry, asphalt, steel, wood framing, and related materials, with a total cost not to exceed \$115,000 including contingency; and

WHEREAS, the City Council has determined that it is necessary to enter into and manage an agreement between the City of Boerne and Raba Kistner, Inc. for construction materials observation and testing services;

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

that the City Council hereby authorizes the City Manager to enter into and manage an agreement with Raba Kistner, Inc. for construction materials observation and testing services for Northside Community Park for an amount not to exceed \$115,000.

PASSED and APPROVED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary



July 8, 2025

Mr. Paul Barwick
City of Boerne
447 N. Main Street
Boerne, TX 78006

**Re: Recommendation: Materials Testing Services
Boerne Northside Park**

Dear Mr. Barwick,

Please find the enclosed Estimate No. PSD25-018-00 from Raba Kistner, Inc. dated June 26, 2025, for performing materials observation and testing services for the referenced project. The scope of work is based upon interpretation of Luck Design drawings and specifications, and additional information provided by Waterman Construction.

The proposal includes an opinion of probable cost of \$104,571.50 for the following scope:

- Soils field testing/observation, and lab testing
- Reinforcing steel field observation and testing
- Concrete field testing/observation, and lab testing
- Pier field testing/observation, and lab testing
- Masonry field testing/observation, and lab testing
- Fire resistive materials field testing/observation, and lab testing
- Welded pipe field testing/observation
- Asphalt field testing/observation, and lab testing
- Post-tension stressing field testing/observation
- Wood framing inspections
- Floor levelness field testing/observation
- Project administration

Project Control has reviewed the scope of work proposed and the associated fee for completeness and competitiveness.

Project Control recommends approval of this proposal for a cost not to exceed \$104,571.50.

Upon your satisfactory review, please sign and return a copy to me.

Please contact me with any questions or concerns at 210-862-2242.

Regards,

John Sharpstene
Senior Project Manager

Enclosure: Raba Kistner Proposal No. PSD25-018-00

File 24-031/362

June 26, 2025



Raba Kistner, Inc.

12821 W. Golden Lane

San Antonio, TX 78249

P.O. Box 690287

San Antonio, TX 78269-0287

www.rkci.com

P 210.699.9090

F 210.699.6426

TBPE Firm F-3257

Mr. Paul Barwick
City of Boerne
447 N. Main Street
Boerne, Texas 78006

**RE: Construction Materials Observation and Testing Services
Northside Community Park
Boerne, Texas**

Dear Mr. Barwick:

Raba Kistner, Inc. (RKI) is pleased to submit this proposal to provide Construction Materials Observation and Testing Services for the above referenced project. Our opinion of probable cost of services for this project is **\$104,571.50**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications, and additional information provided to us by Mr. Arthur Waterman on February 6, 2025. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized and requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a summary total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. All parties hereby agree that this contract upon acceptance will be performable in Bexar and Kendall Counties, Texas.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Fee Structure and Standard Charges
II	Fee Estimate Breakdown
III	Report Distribution List
IV	Standard Terms and Conditions

Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Very truly yours,

RABA KISTNER, INC.



R. Blake Wright, PE
Vice President

RBW/ds

Attachments

Accepted By: _____

(Signature)

(Typed or Printed Name)

(Title)

(Date)

FEE STRUCTURE AND STANDARD CHARGES

Proposed Materials and Observation Services for
Northside Community Park
Boerne, Texas

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (Round Trip).....	1.0 Hour
Vehicle Travel Charge.....	\$ 56.00/Trip

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Overtime charges will be assessed after eight (8) continuous hours of services rendered on the project. Overtime charges will also be assessed for any engineering and/or technical services provided on Saturday, Sunday, and/or Holidays.
4. A minimum 4.0 hours will be billed per visit to the project site for Certified Welding Inspectors. A minimum of 2.0 hours will be billed per visit to the project site for all other technicians.
5. RKI will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.
6. A ten (10) percent technical review and administration cost will be added to all invoices.

FEE ESTIMATE BREAKDOWN

Project Name: Northside Community Park				
Project Location: Boerne, Texas				
Contact: Mr. Paul Barwick				
Client: City of Boerne				
Address: 447 N. Main Street				
City/State/Zip: Boerne, Texas 78006				
Phone Number: 830-248-1601				
Email: pbarwick@ci.boerne.tx.us				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (TxDOT or ASTM)	\$410.00	each	6	\$2,460.00
Lime Series Curve (Tex-121-E, Part II)	\$466.00	each	0	\$0.00
Atterberg Limits	\$138.00	each	6	\$828.00
Sieve Analysis	\$138.00	each	6	\$828.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	523	\$20,397.00
Materials Technician	\$76.00	hour	426	\$32,376.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	142	\$7,952.00
Subtotal				\$64,841.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	18	\$1,368.00
Vehicle Travel Charge	\$56.00	trip	6	\$336.00
Subtotal				\$1,704.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	120	\$4,080.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	114	\$8,664.00
Materials Technician (overtime)	\$110.00	hour	10	\$1,100.00
Vehicle Travel Charge	\$56.00	trip	40	\$2,240.00
Subtotal				\$16,084.00
PIER OBSERVATIONS				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Geotechnical Engineer	\$195.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
MASONRY				
Laboratory Testing				
Mortar Cubes	\$34.00	each	18	\$612.00
Compressive Strength Grout	\$34.00	each	12	\$408.00
Prism	\$325.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	21	\$1,596.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	6	\$336.00
Subtotal				\$2,952.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
SPRAY-ON FIRE RESISTIVE MATERIALS				
Laboratory Testing				
Determination of Density	\$71.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician (Thickness Measurements & Adhesion Testing)	\$76.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	20	\$2,980.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	0	\$0.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	5	\$280.00
Subtotal				\$3,260.00
WELDED PIPE INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	0	\$0.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	0	\$0.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
ASPHALT				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum thoeretical specific gravity)	\$700.00	each	4	\$2,800.00
Density of Asphalt Cores	\$93.00	each	8	\$744.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	0	\$0.00
Generator for Coring	\$155.00	day	0	\$0.00
Coring Rig	\$150.00	day	0	\$0.00
Materials Technician	\$76.00	hour	16	\$1,216.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	4	\$224.00
Subtotal				\$4,984.00
POST TENSION STRESSING OBSERVATION				
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
WOOD FRAMING INSPECTIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
FLOOR FLATNESS/FLOOR LEVELNESS TESTING (minimum quantity charge of 12,000 ft ² per trip to the site)				
Field Testing/Observation				
Floor Flatness/Floor Levelness Testing	\$0.045	ft ²	0	\$0.00
Estimated Number of Trips	0			
Total Miles (Round-Trip) Per Trip	0			
Subcontractor Mobilization	\$1.00	mile	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
PROJECT ADMINISTRATION				
Project Manager	\$155.00	hour	8	\$1,240.00
Senior Project Manager	\$175.00	hour	0	\$0.00
Project Engineer (EIT)	\$115.00	hour	0	\$0.00
Project Engineer (PE)	\$135.00	hour	0	\$0.00
Geotechnical/Materials Engineer	\$195.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Project Completion Letter	\$195.00	hour	0	\$0.00
Subtotal				\$1,240.00
Technical Review & Administrative Fee	10% of total cost			\$9,506.50
TOTAL ESTIMATED FEE				\$104,571.50

REPORT DISTRIBUTION LIST

Project Name: _____

Client Project No.: _____ **Purchase Order No.:** _____

Invoicing Information: **Company Name:** _____

Address: _____

Attention: _____

Please provide required report distribution (hard copies can be provided upon request):

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____

Contact: _____ **Company:** _____

Phone No.: _____ **Email:** _____



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R54; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BOERNE AND LUCK DESIGN TEAM FOR NORTHSIDE COMMUNITY PARK ADDITIONAL DESIGN SERVICES FOR AN ADDED AMOUNT NOT TO EXCEED \$160,000.
Contact Person	Lissette Jimenez, Director of Parks & Recreation
Background Information	<p>Northside Community Park consists of more than 30 acres and is located at 525 Adler Street. The majority of the parkland remains undeveloped since its purchase in December 2008 with funds allocated for park expansion from the May 2007 bond package. In 2010, the City built a skate park, a small playground, restrooms, and a parking lot at this location.</p> <p>Identified as a top priority in the 2017 Parks, Recreation, and Open Space Master Plan, the design and development of Northside Park is currently underway. In November of 2022, voters approved \$13 million in bond funding for Parks and Open Space improvements which will fund several Northside park amenities in the master parks survey including the design of pickleball courts, basketball courts, multiuse fields, shade structures, dog park, interior loop trails, all-abilities playground, spray park and stormwater detention and LID features. Due to the escalating construction and inflationary environment, the project has been split into two phases, with Phase 1 design complete, permit submission underway, and construction on the horizon.</p> <p>The proposal for the final professional services additions to the Luck Design contract includes civil engineering design, electrical engineering services for a photometrics study, site plan revisions to accommodate site revisions, and additional project coordination. The summary of services includes the following:</p> <ul style="list-style-type: none"> • Revisions to park improvements/infrastructure layout • Revisions to LID design and stormwater treatment • Revised improvements within LCRA easement • Photometrics study required for project permitting • Additional family restroom design

	<p><u>Luck Design Team - Total Design Services</u></p> <ul style="list-style-type: none"> • November 2021: Conceptual Phase \$207,000 • February 2023: Design/CD Phase \$536,895 • October 2024: Toepperwein Rd. \$31,530 • August 2025: Additional Services <u>\$160,000</u> • Total Project Design Services \$935,425 <p>Approval of this change in service would add \$160,000 to the existing Luck Design contract, bringing the total design services amount to \$935,425 for the project. The \$160,000 includes an 8% contingency added to the current invoiced amount of \$148,500.</p> <p>Staff recommends that City Council authorize the City Manager to manage an amendment to the agreement between the City of Boerne and Luck Design Team for Northside Community Park additional design services for an added amount not to exceed \$160,000.</p>
Strategic Alignment	<p>C1: Offering quality customer experiences.</p> <p>F2: Investing in and maintaining high-quality infrastructure.</p> <p>B2: Advancing master plan recommendations.</p>
Financial Considerations	<p>The Northside Community Park Design project is a budgeted expense funded through the 2022 voter-approved Quality of Life GO bonds and reflected in the FY25 Governmental Capital Improvements budget.</p>
Citizen Input/Board Review	<p>N/A</p>
Legal Review	<p>The original agreement for design services was reviewed by legal.</p>
Alternative Options	
Supporting Documents	<p>Resolution No. 2025-R54</p> <p>Additional Services Request - Luck Design Team</p>

RESOLUTION NO. 2025-R54

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BOERNE AND LUCK DESIGN TEAM FOR NORTHSIDE COMMUNITY PARK ADDITIONAL DESIGN SERVICES FOR AN ADDED AMOUNT NOT TO EXCEED \$160,000

WHEREAS, the City of Boerne has an existing agreement with Luck Design Team for the design and development of Northside Community Park; and

WHEREAS, additional services are needed to support continued development of Northside Community Park, including civil engineering design, electrical engineering for a photometrics study, site plan revisions, and additional project coordination; and

WHEREAS, Luck Design Team has provided previous design and project management services for the park, and an amendment to their existing agreement is required to include these additional professional services at an additional cost not to exceed \$160,000; and

WHEREAS, the City of Boerne desires to authorize the City Manager to enter into and manage this amendment to ensure the successful completion of Northside Community Park improvements, reflecting the city's commitment to enhancing public spaces for the benefit of residents and visitors;

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

The City Council hereby authorizes the City Manager to enter into and manage an amendment to the agreement with Luck Design Team for additional services for Northside Community Park in an amount not to exceed \$160,000.

PASSED, APPROVED, and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary



9600 Escarpment Blvd., Suite 745-4
Austin, Texas 78789
Ph.: 512.810.0684

Date: 08.06.25
Project: City of Boerne
Boerne Northside Community Park
Additional Services Request - REVISED

ADDITIONAL SERVICES REQUEST

To: Paul Barwick, City of Boerne, Special Projects Director

From: Brent Luck, LUCK Design Team

LUCK Design Team is submitting the following backup and request for additional services conducted as part of the design for the Boerne Northside Community Park project.

Since LUCK Design Team was authorized in May of 2023 for the design scope of services, there have been modifications to the project's design resulting in new design or design scope of services. These include:

- The request by the City of Boerne Planning Department, to submit the site plat as a "2 Lot" plat versus a single lot plat;
- Assisting the City in the research and development of the historical Drainage Protection Zone and the ensuing variance that was taken to Planning and Zoning in January of 2024;
- Modifying the layout for the north parking area and ultimately removing the parking area from the Phase 1 improvements;
- Adding the Food Truck Court Area (including buildings/ entry parking/ plaza) to the project design;
- Altering the North Road Alignment to accommodate the Food Truck Court Area;
- Adding the Family Restroom to the design scope;
- Shifting the Pickleball Courts alignment to the west on the project site;
- Adding four extra Pickleball Courts, and producing three iterations of this concept;
- The addition of a composite photometric layout design of existing and proposed light standards to address City Staff permitting comments;
- The addition of Project Control to the City's management team requiring extra meetings and submittals;
- The selection and addition of Waterman Construction as a Construction-Manager-at-Risk firm, requiring extra meetings and submittals.

Besides the additional time expended in change to the scope and design development, each of the changes outlined above increased time for LID and hydraulic calculations (LID, Impervious Cover, Storm Drain, and Detention) well beyond the original scope of services.

The original construction budget our design services were based of \$7,990,000 has now grown to \$16,167,000 (per Waterman Construction estimate dated June 12, 2025), also requiring more design effort and coordination than the original contracted scope. The original design contract as a percentage of construction has decreased from 9.69% to 4.79% of construction costs.

The additional service design efforts equate to \$148,500 as broken down below:

Freeland Turk Engineering Group	\$125,000	See Attachment A
Integrated Design Consultants	\$3,500	See Attachment B
LUCK Design Team	\$20,000	
Total	\$148,500	

Of this amount, we have documented backup from Freeland Turk Engineering Group in the amount of \$99,442.50 through May 2025 billing efforts (see Attachment A), with the remaining \$25,557.50 an estimate for services from June through project duration.

Attachment B provides backup for the composite photometric layout design provided by Integrated Design Consultants.

We appreciate your consideration of this additional service request. As you review this request, please let us know of any questions or clarifications you might have or sign approval below of the additional service request.

LUCK Design Team

City of Boerne, Texas

By:  _____

By: _____

Print Name: Brent Luck

Print Name: _____

Title: President

Title: _____

Date: August 8, 2025

Date: _____

March 13, 2025

Brent Luck
Luck Design Team
9600 Escarpment Boulevard
Suite 745-4
Austin, Texas 78749

Reference: Amendment No. 3 - Northside Community Park – Miscellaneous Design Changes (Revised)

Brent:

Freeland Turk Engineering Group LLC (FTEG) appreciates the opportunity to submit this proposal for additional professional engineering services for miscellaneous design changes for the proposed expansion of Northside Community Park.

Scope of Work

Platting

- Prepare a two-lot plat, instead of a one lot plat.

Design and Revision of Civil-related Park Improvements

- Delete the north parking area.
- Assist with Drainage Protection Zone Variance
- Site plan revisions dated 9/3/24, 12/2/25, and 3/10/25 that included:
 - Adding food truck area, family restroom, and additional pickleball courts to the project.
 - Revising site plan, grading plan, and drainage/detention to accommodate additional improvements.
 - Revising LID design and adding additional stormwater treatment
 - Revising hydraulic calculations to account for additional impervious cover, including all hydrology and hydraulics for LID, storm drain, and detention.
- Please refer to the attached backup information for more narrative on site plan changes and associated costs.

Exclusion

- Any work related to value engineering during the contractor's pricing phase is specifically excluded from this scope of work. Any value engineering required is considered additional services requiring additional compensation.

Schedule

Freeland Turk will complete the scope of work based on the schedule attached to this amendment.

Compensation

FTEG proposes completing the scope of work in Amendment No. 3 based on hourly rates plus reimbursable expenses for a fee of **\$85,000** based on 2024 Billing Rate Schedule. Our billings will not exceed this amount without authorization from the Luck Design Team. A compensation summary is provided below.

Original Agreement	\$120,000
Amendment No. 1	\$194,000
Amendment No. 2	\$ 27,530
<u>Amendment No. 3</u>	<u>\$ 85,000</u>
Total Compensation	\$426,530

Schedule

Freeland Turk will prepare the final construction documents, submit them for review, and complete them in accordance with the recently revised schedule provided below.

3/24/25 – 50% CDs review (due to team 3/19)

4/7/25 – 75% CDs review (due to team 4/3)

4/28/25 – 95% CDs review (due to team 4/24)

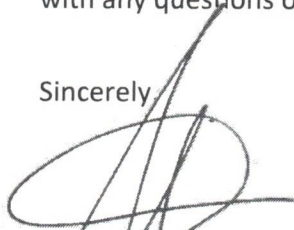
5/5/25 – Signed and sealed CDs

Terms and Conditions

All terms and conditions in the original agreement (dated 11-16-21) remain in effect unless modified by this amendment.

We appreciate the opportunity to submit this amendment. Please do not hesitate to contact us with any questions or comments.

Sincerely,



Thomas N. Turk, P.E.
Principal

Authorization

Signature

Date

Attachments: Additional Narrative, Expense Summary, and Backup



Date: **June 26, 2025**

Luck Design Team
9600 Escarpment Blvd, STE 754-4
Austin, TX 75749
Attn: **Brent Luck**

RE: **Northside Park Lighting
Borne TX
Photometric Study**

Thank you for engaging Integrated Design Consultants, LLC (IDC) to provide electrical engineering and site lighting design services in connection with the above-mentioned project.

The scope of MEP Design services will include the design of the following:

- Review of proposed site plan, current electrical design package, and vendor provided photometric plans.
- Coordinate all lighting fixture selections, layouts, and mounting heights with local zoning requirements, coordinate with existing lighting vendors to coordinate exact layout of multi-head site fixtures and requirements.
- Create model to include all proposed lighting, create full site photometric plans indicating total lumens/acre, and all lighting values and requirements per Borne TX Unified Development Code
- Calculate total lumens/acre values and provide notes and details to indicate compliance with the Borne TX Unified Development Code – Appendix D, Dark Sky Regulations.
- Review current lighting design and layout for compliance with IESNA lighting standards and document for review.

The project shall be completed as follows:

Construction Document Phase:

- Utilize CAD files, PDF documentation, and lighting specifications provided by Luck Design Team. Import CAD files into photometric software and model for compiled site lighting plan.
- Provide initial findings and recommendations to Luck Design Team for review and implementation or response. Provide final photometric layout based on comments, dark sky compliance, etc.
- Prepare a full site photometric design set indicating the general arrangement of the various lighting systems, lighting specifications and cut sheets, site lumen calculations, and general noting per local jurisdiction requirements. The drawings will be prepared using AutoCAD design software and may be distributed in PDF format as requested for review, etc. Photometric drawings to be provided in compliance with all local codes and will be complete for zoning review and approval.
- Provide responses and coordinate possible modifications based on code review and comments. Coordinate with lighting vendors, Luck Design, and or sub consultants as required. Provide modified sets as required for permit resubmission.

Photometric Documentation shall be a fixed fee of \$3,500.00

A non-refundable retainer equal to **20% of the total design fee (\$700.00)** is due upon execution of this agreement. This retainer will be credited against the final Design Services invoice.

The fixed fee provided assumes one (1) possible redesign or design modification based on comments from local jurisdiction. IDC will accommodate the design team's direction for responses, however, multiple attempts to respond without modifications to base design will require an additional service.

Billing will occur at two milestones: 50% and 100% completion. IDC will issue invoices at these points unless otherwise directed. The percentage of the design fee associated with each submission shall be submitted to your office for payment concurrent with submission. If for any reasons outside of our control, the project gets put on hold or is prolonged due to forthcoming changes not included in the original scope of work, etc., a percentage of the lump sum amount, based on the percentage of work completed up to that date, may be billed at that time, with the remaining balance due at the completion of the project, or as negotiated, due to the impending changes.

The lump sum fee amount includes all required permit reproduction expenses only. All and any additional printing for contractor construction sets, multiple owner reviews, etc. has not been included in the lump sum fee and shall be performed by others at their expense via electronic files sent to them by our office.

All and any additional services requested by your office, not outlined above, will be provided on an hourly charge per hour as detailed below:

Principal Engineer - \$200.00 per hour

Design Engineer - \$180.00 per hour

Drafting and CAD operator - \$100.00 per hour

Clerical and Support Staff - \$80.00 per hour

This proposal is also based on receiving final site plan and lighting plans in AutoCAD DWG format, along with all required design specific information related to the design, PRIOR to the start of the design process. No allowance is included for coordinating and/or manipulating with other software packages or interruptions of the design process due to lack of necessary information required to complete the design.

All design documents and/or AutoCAD created documents that are prepared by Integrated Design Consultants, LLC will remain the property of said company based on liability and proprietary concerns. Any unauthorized use or manipulation by the Owner or others, other than for the specific purpose intended by Integrated Design Consultants, LLC without written permission, will be at the Owner's risk with full legal ramifications.

Services **not included** at this time are as follows:

- Redesign of the photometric layout due to design or owner changes after final completion and submission.
- Redesign of the photometric layout due to construction cost overruns.
- Life Cycle Cost Studies or Value Engineering.
- Design of voice/data cabling or low voltage wiring.
- Design of systems in metric units.
- Construction Cost Estimates.
- Evaluation and/or preparation of electrical systems for utility company rebates.
- Completion of application forms or calculations for local building permit departments.
- Certification of electrical installations for code authorities.
- Post construction services such as inspection during the guarantee period and system trouble shooting due to incomplete construction.
- Design of emergency generator.
- Design of or certification of Fire Protection systems and/or a Fire Pump.
- LEED Design, calculations, online forms, certification, coordination of documents, etc.

If required, the above services will be provided on an hourly basis, at the standard hourly billing rate.

Integrated Design Consultants LLC will exercise usual and customary professional care to design in compliance with all codes, industry standards, regulations, and laws in effect as of the date of this agreement. Due to the nature of the building engineering design profession, it can be reasonably expected that clarifications and revisions will be required during the construction phases for which our office shall be compensated.

Invoicing for our services shall be monthly with anticipated payment within thirty (30) days of the invoice date. Interest will be billed at a rate of one percent (1%) per month, of the unpaid balance, on all invoices not paid thirty (30) days from the date of the invoice. Payment to Integrated Design Consultants, LLC is not contingent upon Owner's payment to your firm or receipt of project financing. Please advise us if these payment terms are not acceptable, so that we may adjust our proposal accordingly. Should the termination of our services be necessary for any reason, the fee will be prorated based on the completed work to date.

The client hereby agrees to pay as damages to Integrated Design Consultants, LLC, all costs, including reasonable attorney fees and court costs, incurred by Integrated Design Consultants, LLC, in collecting or attempting to collect payment on any overdue invoices.

Risk Allocation and Liability: The client agrees to defend, indemnify, and hold harmless Integrated Design Consultants, LLC, its officers, employees, and subcontractors from any claims or liabilities arising from services rendered under this agreement. IDC's liability shall be limited to the total fee paid for services rendered. Consequential damages are expressly excluded.

This agreement shall remain valid for six (6) months from the date of signature unless extended by mutual agreement. Delays not caused by IDC may warrant schedule or fee adjustments.

We appreciate your selection of Integrated Design Consultants, LLC to assist you with this project and look forward to our continued relationship. Please countersign this agreement letter and return to our office.

Proposal/contract as stated is accepted and authorization to proceed is thus granted.

NAME:

(Printed or Typed)

SIGNATURE:

TITLE:

COMPANY:

DATE:

Integrated Design Consultants, LLC:



DATE: 6/26/25



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R55; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND MANAGE AN AGREEMENT WITH THE BRANDT COMPANIES, LLC FOR THE REPLACEMENT OF TWO (2) EXISTING DAIKIN VRV-3 CONDENSING UNITS WITH TWO (2) NEW DAIKIN VRV-4 CONDENSING UNITS AT THE BOERNE POLICE DEPARTMENT, UTILIZING BUYBOARD CONTRACT #720-23, IN AN AMOUNT NOT TO EXCEED \$162,802.
Contact Person	Lisette Jimenez, Director of Parks and Recreation
Background Information	<p>The Boerne Police Department facility currently utilizes two Daikin VRV-3 condensing units that serve the dispatch, server, training, Foyle, and records rooms, in addition to the building's first floor. These two units have been out of service for the past three months and were identified as the 4th and 5th worst-rated equipment during the most recent 2025 HVAC facilities assessment.</p> <p>Due to the critical nature of the areas served — particularly dispatch and server rooms — the lack of functioning HVAC poses operational and equipment risks. Replacement of these units is urgent and necessary to restore adequate climate control and to prevent further disruptions.</p> <p>In FY25, the City initiated a Ten-Year HVAC Replacement Plan, and the cost for this project will be covered using funds earmarked under this plan.</p> <p>Proposal: Staff recommends authorizing the City Manager to execute an agreement with The Brandt Companies, LLC for the full replacement of the two condensing units. The scope of work includes:</p> <ul style="list-style-type: none">• Removal and disposal of the current units• Installation of (2) new Daikin VRV-4 condensing units (1 x 6-ton and 1 x 8-ton per CU)• Crane services for removal and placement• Electrical upgrades, including installation of new disconnects

	<ul style="list-style-type: none"> Refrigerant recovery, recharging, and system startup Final inspections and cleanup <p>Total project cost: \$162,801.26</p>
Strategic Alignment	<p>C1, Offering quality customer experiences.</p> <p>F1, Committing to strategic, responsible, and conservative financial management.</p> <p>F2, Investing in and maintaining high-quality infrastructure systems and public assets.</p> <p>B1, Utilizing data to drive smart decision making.</p>
Financial Considerations	Brandt Company LLC, BuyBoard 720-23
Citizen Input/Board Review	N/A
Legal Review	
Alternative Options	
Supporting Documents	<p>Resolution No. 2025-R55</p> <p>Proposal: Replace Condensing Unit CU-1</p> <p>Proposal: Replace Condensing Unit CU-2</p>

RESOLUTION NO. 2025-R55

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND MANAGE AN AGREEMENT WITH THE BRANDT COMPANIES, LLC FOR THE REPLACEMENT OF TWO (2) EXISTING DAIKIN VRV-3 CONDENSING UNITS WITH TWO (2) NEW DAIKIN VRV-4 CONDENSING UNITS AT THE BOERNE POLICE DEPARTMENT, UTILIZING BUYBOARD CONTRACT #720-23, IN AN AMOUNT NOT TO EXCEED \$162,802

WHEREAS, the Boerne Police Department's two existing Daikin VRV-3 condensing units, which serve critical areas including dispatch and server rooms, have been out of service and identified as high-priority replacements in the 2025 HVAC facilities assessment; and

WHEREAS, timely replacement is necessary to restore reliable HVAC service and prevent further operational risks, and the project will be funded through the City's Fiscal Year 2025 Ten-Year HVAC Replacement Plan; and

WHEREAS, The Brandt Companies, LLC has provided a proposal through BuyBoard Contract #720-23 to complete the replacement, including removal, installation, electrical upgrades, and system startup;

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

that the City Council hereby authorizes the City Manager to enter into and manage an agreement with The Brandt Companies, LLC for the replacement of two Daikin VRV-3 condensing units with two Daikin VRV-4 units at the Boerne Police Department for an amount not to exceed \$162,802.

PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

July 2, 2025

For more than 70 years,
Brandt has worked to design, build and
service facilities that are energy efficient,
environmentally sensitive & cost effective.



1167295398

Replace (2) Condensing Unit for CU-1

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Proposal Presented To:

Bryan Parkman
830.431.5703
City of Boerne Police Dept
124 Old San Antonio Rd
Boerne, Tx 78006

For Work Performed At:

Bryan Parkman
830.431.5703
124 Old San Antonio Rd
124 Old San Antonio Rd
Boerne, Tx 78006

Prepared By:

David Weitzel

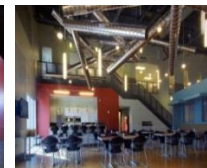
Account Manager

Cell: 210.807.0297

Email: david.weitzel@brandt.us

24 Hour Service Dispatch

(817) 626-1693



Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 2, 2025

Proposal#: 1167295398

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-1

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Customer:

Bryan Parkman

City of Boerne Police Dept
124 Old San Antonio Rd
Boerne, Tx 78006

Service Site:

Bryan Parkman

City of Boerne Police Dept
124 Old San Antonio Rd
124 Old San Antonio Rd
Boerne, Tx 78006

☒ **Repair work proposals** are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: \$ 81,250.63 excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Brandt Reserves the Opportunity to Update Proposal After 5 Business Days

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

• *Austin* • *Dallas* • *Fort Worth* • *Houston* • *San Antonio* • *Waco*

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

David Weitzel

Account Manager

Cell: 210.807.0297

Email: david.weitzel@brandt.us

Customer Acceptance

Accepted By: _____

Name: _____

Title: _____

Company: _____

Date: _____

Purchase Order Number: _____

The Brandt Companies, LLC

Accepted By: _____

Name: _____

Title: _____

The Brandt Companies, LLC

Date: _____

www.brandt.us

Regulated by The Department of Licensing and Regulation / P.O. Box 12157, Austin, TX 78711 / 1-800-803-9202 / 512-463-6599 / www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 2, 2025

Proposal#: 1167295398

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-1

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Scope of Work:

- Provide Labor and Materials to Replace (2) Daikin VRV-3 Condensing Units, (1)-6T & (1)-8T for CU-1.
- New Equipment Will be (2) Daikin VRV-4 Condensing Units, (1)-6T & (1)-8T
- Lockout/Tagout Equipment as Necessary for Repairs
- Recover Refrigerant from Existing System.
- Utilizing Crane, Remove and Replace Condensing Units.
- Reconnect Electrical and Refrigerant Lines. Bring Electrical up to Code by Installing Disconnects for Each Condensing unit.
- Pressurize with Nitrogen & Check for Leaks. Evacuate to Appropriate Microns
- Remove Lockout/Tagout, Reenergize Equipment, Start-Up and Check Operations
- Clean our Work Area and Remove Any Job Related Debris
- Work to be Completed During Normal Business Hours
- Provide a Written Report of Work Performed

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 2, 2025

Proposal#: 1167295398

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-1

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- Not responsible for unlocated utilities.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 2, 2025

Proposal#: 1167295398

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-1

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Brandt's Service Proposal # 1167295398 **["Proposal"] is conditioned upon the following terms and conditions, which**

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
B) General Liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$2M each occurrence; \$2M personal/advertising injury; \$4M General and Products/Completed Operations Aggregate; \$10,000 Medical Payments (any one person) with a \$10M Umbrella excess primary policies).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
(a.) Maintenance or repair of Equipment cabinets;
(b.) Ductwork and air distribution devices;
(c.) Water supply or drain beyond the Equipment;
(d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
(e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
(f.) Moving or relocation of the subject equipment;
(g.) Repairs due to freezing;
(h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
(i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
(j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
(k.) Water treatment; and
(l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 2, 2025

Proposal#:

1167295398

24 Hour Service Dispatch: (817) 626-1693

Reference:

Replace (2) Condensing Unit for CU-1

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.
- 17 Notwithstanding anything herein to the contrary, Brandt (or Contractor/Subcontractor/Seller as we're referred to in the contract) shall be entitled to an equitable adjustment to the Contract Price for products, materials and equipment supplied hereunder to reflect any increase in Brandt's procurement costs that **were unforeseen at the time our pricing/quote/proposal** was submitted to the Customer, due changes in law or taxes, government action, or Trade Restrictions. "Trade Restrictions" is defined as any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the products, materials or equipment supplied by Brandt hereunder.

Accepted By Customer: _____ Brandt: _____

July 15, 2025

For more than 70 years,
Brandt has worked to design, build and
service facilities that are energy efficient,
environmentally sensitive & cost effective.



1168225175

Replace (2) Condensing Unit for CU-2

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Proposal Presented To:

Bryan Parkman
830.431.5703
City of Boerne Police Dept
124 Old San Antonio Rd
Boerne, Tx 78006

For Work Performed At:

Bryan Parkman
830.431.5703
124 Old San Antonio Rd
124 Old San Antonio Rd
Boerne, Tx 78006

Prepared By:

David Weitzel

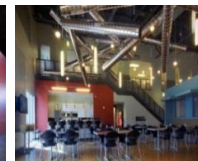
Account Manager

Cell: 210.807.0297

Email: david.weitzel@brandt.us

24 Hour Service Dispatch

(817) 626-1693



Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 15, 2025

Proposal#: 1168225175

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-2

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Customer:

Bryan Parkman

City of Boerne Police Dept
124 Old San Antonio Rd
Boerne, Tx 78006

Service Site:

Bryan Parkman
City of Boerne Police Dept
124 Old San Antonio Rd
124 Old San Antonio Rd
Boerne, Tx 78006

☒ **Repair work proposals** are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: **\$ 81,550.63** excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Brandt Reserves the Opportunity to Update Proposal After 5 Business Days

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days.

This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

David Weitzel

Account Manager

Cell: 210.807.0297

Email: david.weitzel@brandt.us

Customer Acceptance

Accepted By:

Name:

Title:

Company:

Date:

Purchase Order Number:

The Brandt Companies, LLC

Accepted By:

Name:

Title:

The Brandt Companies, LLC

Date:

www.brandt.us

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

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The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 15, 2025

Proposal#: 1168225175

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-2

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Scope of Work:

- Provide Labor and Materials to Replace (2) Daikin VRV-3 Condensing Units, (1)-6T & (1)-8T for CU-2.
- New Equipment Will be (2) Daikin VRV-4 Condensing Units, (1)-6T & (1)-8T
- Lockout/Tagout Equipment as Necessary for Repairs
- Recover Refrigerant from Existng System.
- Utilizing Crane, Remove and Replace Condensing Units.
- Reconnect Electrical and Refrigerant Lines.Bring Electrical up to Code by Installing Disconnects for Each Condensing unit.
- Pressurize with Nitrogen & Check for Leaks. Evacuate to Appropriate Microns
- Remove Lockout/Tagout, Reenergize Equipment, Start-Up and Check Operations
- Clean our Work Area and Remove Any Job Related Debris
- Work to be Completed During Normal Business Hours
- Provide a Written Report of Work Performed

Accepted By Customer: _____ Brandt:_____

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 15, 2025

Proposal#: 1168225175

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-2

BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

Exclusions:

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- Not responsible for unlocated utilities.

Accepted By Customer: _____ Brandt: _____

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Proposal#: 1168225175

24 Hour Service Dispatch: (817) 626-1693

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Brandt's Service Proposal # 1168225175 **.(“Proposal”) is conditioned upon the following terms and conditions, which**

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- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
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 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
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- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

5020 Anderson Blvd., Suite 300 Haltom City, TX 76117 (817) 626-0033, TACLA60298C/TECL20109/M40211

Proposal Date: July 15, 2025

Proposal#: 1168225175

24 Hour Service Dispatch: (817) 626-1693

Reference: Replace (2) Condensing Unit for CU-2


BuyBoard 720-23 (HVAC Install/Service, Equip, Supplies)

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
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- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.
- 17 Notwithstanding anything herein to the contrary, Brandt (or Contractor/Subcontractor/Seller as we're referred to in the contract) shall be entitled to an equitable adjustment to the Contract Price for products, materials and equipment supplied hereunder to reflect any increase in Brandt's procurement costs that **were unforeseen at the time our pricing/quote/proposal** was submitted to the Customer, due changes in law or taxes, government action, or Trade Restrictions. "Trade Restrictions" is defined as any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the products, materials or equipment supplied by Brandt hereunder.

Accepted By Customer: _____ Brandt: _____



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R56; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND ADDITIONAL FUNDS FOR THE PURCHASE OF A BUCKET TRUCK FOR THE ELECTRIC UTILITY UNDER THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT A TOTAL AMOUNT NOT TO EXCEED \$15,195.
Contact Person	Michael Mann – Utilities Director
Background Information	<p>On November 8, 2022, the Council authorized the purchase of a small truck mounted telescoping aerial device (bucket truck) for the electric utility. The equipment is comprised of a utility body and telescopic arm assembled on a standard heavy-duty pickup truck cab/chassis. The approved funding was \$203,330.00 with purchase from Altec Industries, Inc. under the Sourcewell Cooperative Purchasing Program. However, we were made aware that there would be a long lead-time on the purchase due to supply chain issues at that time.</p>  <p>In May 2025, Altec Industries, Inc. notified the City that our unit was ready for shipment, but the final cost would be increased due to higher cost for the truck. The Sourcewell price proposal allows for cost increase from the vehicle manufacturer, which is beyond the control of Altec.</p> <p>In our review of the printed materials recently submitted, we also noted that a larger platform (bucket) than was previously specified is</p>

	<p>now available. This larger platform would allow two crew members to work side-by-side when needed.</p> <p>We negotiated appropriate prices with Altec. They are \$8,317.05 for the newer truck/chassis and \$6,877.95 for the platform swap. The total increased equipment cost would be \$15,195.00.</p> <p>Staff requests that the Council approve this additional expense.</p>
Strategic Alignment	<p>F2 – Investing in an maintaining high-quality infrastructure systems and public assets.</p> <p>B2 – Advancing master plan recommendations.</p> <p>C2 - Offering quality customer experiences.</p>
Financial Considerations	Funding for this additional cost would be from the Electric Utility capital reserve funds.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	Deferring this work would likely result in decreased electric service reliability in future wind or ice events.
Supporting Documents	Resolution No. 2025-R56

RESOLUTION NO. 2025-R56

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND
ADDITIONAL FUNDS FOR THE PURCHASE OF A BUCKET TRUCK FOR
THE ELECTRIC UTILITY UNDER THE SOURCEWELL COOPERATIVE
PURCHASING CONTRACT A TOTAL AMOUNT NOT TO EXCEED \$15,195**

WHEREAS, the City Council approved the purchase of a bucket truck for the Electric Utility from Altec Industries Inc. in 2022 under the Sourcewell Cooperative Purchasing Program; and

WHEREAS, additional funds are now necessary to complete the purchase due to increased costs related to equipment, delivery, or configuration; and

WHEREAS, the Sourcewell Cooperative Purchasing Program satisfies State Law competitive bidding requirements;

**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 expend additional funds in an amount not to exceed \$15,195 for the purchase of a bucket truck for the Electric Utility under the Sourcewell Cooperative Purchasing Contract.

PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	RECEIVE THE THIRD QUARTER FINANCIAL AND INVESTMENT REPORT FOR THE PERIOD ENDED JUNE 30, 2025.
Contact Person	Sarah Buckelew, Finance Director
Background Information	The City is required by the Public Funds Investment Act to present an investment report to the City Council at least quarterly. The City's Quarterly Financial and Investment Report for the third quarter of the fiscal year, ended June 30, 2025, will be presented and discussed in the meeting.
Strategic Alignment	F1: Commitment to strategic, responsible, and conservative financial management.
Financial Considerations	The City's Quarterly Financial and Investment Report for quarter ended June 30, 2025 will be presented and discussed in the meeting.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Quarterly Financial & Investment Report



QUARTERLY FINANCIAL AND INVESTMENT REPORT

***FOR THE QUARTER ENDED
JUNE 30, 2025***

CITY MANAGER:
BEN THATCHER

ASSISTANT CITY MANAGERS:
KRISTY STARK
DANNY ZINCKE

FINANCE DIRECTOR:
SARAH BUCKELEW, CPA

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF REVENUES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL REVENUES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
TAXES	\$ 20,123,756	\$ 15,881,842	\$ (4,241,914)	78.92%
FINES	243,300	260,164	16,864	106.93%
LICENSES AND FEES	4,971,724	4,535,717	(436,007)	91.23%
INTERLOCAL/SHARED SERVICES	3,598,188	3,001,414	(596,774)	83.41%
OTHER REVENUES	3,603,520	3,381,520	(222,000)	93.84%
RESTRICTED REVENUES	-	-	-	0.00%
INTEREST	1,536,390	1,365,441	(170,949)	88.87%
GRANTS AND DONATIONS	109,000	76,801	(32,199)	70.46%
SUB - TOTAL	<u>\$ 34,185,878</u>	<u>\$ 28,502,899</u>	<u>\$ (5,682,979)</u>	<u>83.38%</u>
TRANSFER FROM OTHER FUNDS	\$ 77,645	\$ 127,645	\$ 50,000	164.40%
FUND BALANCE	32,774	32,774	-	100.00%
TOTAL REVENUES	<u><u>\$ 34,296,297</u></u>	<u><u>\$ 28,663,318</u></u>	<u><u>\$ (5,632,979)</u></u>	<u><u>83.58%</u></u>

GENERAL FUND SUMMARY

TOTAL REVENUE INCLUDING TRANSFERS	\$ 34,263,523	\$ 28,630,544	(5,632,979)	83.56%
GENERAL FUND EXPENDITURES	34,296,297	23,288,892	11,007,405	67.90%
BUDGETED FUND BALANCE	32,774	32,774	-	100.00%
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 5,374,425</u>	<u>\$ (16,640,384)</u>	<u>0.00%</u>

NOTES:

The General Fund accounts for the resources used to finance the fundamental operations of the City. It is the basic fund of the City and covers all activities for which a separate fund has not been established.

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
100 ADMINISTRATION				
PERSONNEL	\$ 653,029	\$ 545,456	\$ 107,573	83.53%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	332,460	119,743	212,717	36.02%
GENERAL	184,381	168,224	16,157	91.24%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	79,000	48,270	30,730	61.10%
NON-OPERATING	1,442,529	1,222,529	220,000	84.75%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 2,691,399	\$ 2,104,222	\$ 587,177	78.18%
104 STREET DEPARTMENT				
PERSONNEL	\$ 1,271,688	\$ 785,978	\$ 485,710	61.81%
SUPPLIES	295,253	141,686	153,567	47.99%
MAINTENANCE	707,024	71,301	635,723	10.08%
PROFESSIONAL SERVICES	44,750	11,205	33,545	25.04%
GENERAL	21,838	3,911	17,927	17.91%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	225,000	186,489	38,511	82.88%
CAPITAL OUTLAY	822,000	938,252	(116,252)	114.14%
TOTAL STREET DEPT	\$ 3,387,553	\$ 2,138,822	\$ 1,248,731	63.14%
106 LAW ENFORCEMENT				
PERSONNEL	7,201,401	\$ 4,897,600	\$ 2,303,801	68.01%
SUPPLIES	56,650	7,829	48,821	13.82%
MAINTENANCE	184,248	74,874	109,374	40.64%
PROFESSIONAL SERVICES	80,000	30,000	50,000	37.50%
GENERAL	287,339	153,009	134,330	53.25%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	78,423	(78,423)	0.00%
CAPITAL OUTLAY	42,969	29,196	13,773	67.95%
TOTAL LAW ENFORCEMENT	\$ 7,852,607	\$ 5,270,931	\$ 2,581,676	67.12%
108 FIRE DEPARTMENT				
PERSONNEL	\$ 3,694,244	\$ 3,239,248	\$ 454,996	87.68%
SUPPLIES	86,200	29,783	56,417	34.55%
MAINTENANCE	118,500	46,386	72,114	39.14%
PROFESSIONAL SERVICES	12,000	23,431	(11,431)	195.26%
GENERAL	259,700	232,614	27,086	89.57%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	228,000	149,687	78,313	65.65%
TOTAL FIRE DEPARTMENT	\$ 4,398,644	\$ 3,721,148	\$ 677,496	84.60%
110 DISPATCH				
PERSONNEL	\$ 1,523,782	\$ 1,087,556	\$ 436,226	71.37%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	45,853	8,600	37,253	18.76%
PROFESSIONAL SERVICES	-	-	-	0.00%
GENERAL	102,662	56,624	46,038	55.16%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	64,000	62,886	1,114	98.26%
TOTAL DISPATCH	\$ 1,736,297	\$ 1,215,666	\$ 520,631	70.01%

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
112 MUNICIPAL COURT				
PERSONNEL	\$ 339,952	\$ 246,667	\$ 93,285	72.56%
SUPPLIES	14,000	267	13,733	1.91%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	50,698	30,432	20,266	60.03%
GENERAL	18,740	10,251	8,489	54.70%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL MUNICIPAL COURT	<u>\$ 423,390</u>	<u>\$ 287,616</u>	<u>\$ 135,774</u>	<u>67.93%</u>
114 ANIMAL CONTROL				
PERSONNEL	\$ 529,771	\$ 326,912	\$ 202,859	61.71%
SUPPLIES	1,200	485	715	40.40%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	25,000	-	25,000	0.00%
GENERAL	96,210	56,878	39,332	59.12%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	35,000	-	35,000	0.00%
TOTAL ANIMAL CONTROL	<u>\$ 687,181</u>	<u>\$ 384,275</u>	<u>\$ 302,906</u>	<u>55.92%</u>
116 PERMITTING & CODE COMPLIANCE				
PERSONNEL	\$ 585,971	\$ 422,557	\$ 163,414	72.11%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	58,000	44,887	13,113	77.39%
GENERAL	82,752	87,337	(4,585)	105.54%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL CODE ENFORCEMENT	<u>\$ 726,723</u>	<u>\$ 554,781</u>	<u>\$ 171,942</u>	<u>76.34%</u>
120 PLANNING				
PERSONNEL	\$ 1,372,849	\$ 827,874	\$ 544,975	60.30%
SUPPLIES	800	478	322	59.75%
MAINTENANCE	600	500	100	83.33%
PROFESSIONAL SERVICES	162,000	26,304	135,696	16.24%
GENERAL	159,303	27,345	131,958	17.17%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL PLANNING	<u>\$ 1,695,552</u>	<u>\$ 882,501</u>	<u>\$ 813,051</u>	<u>52.05%</u>
122 INFORMATION TECHNOLOGY				
PERSONNEL	\$ 313,955	\$ 208,273	\$ 105,682	66.34%
SUPPLIES	14,000	1,436	12,564	10.26%
MAINTENANCE	1,274,125	1,048,488	225,637	82.29%
PROFESSIONAL SERVICES	34,850	22,218	12,632	63.75%
GENERAL	655,169	456,619	198,550	69.69%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	49,900	37,135	12,765	74.42%
TOTAL INFORMATION TECHNOLOGY	<u>\$ 2,341,999</u>	<u>\$ 1,774,170</u>	<u>\$ 567,829</u>	<u>75.75%</u>
124 FINANCE				
PERSONNEL	\$ 456,335	\$ 354,738	\$ 101,597	77.74%
SUPPLIES	6,911	3,478	3,433	50.32%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	411,555	211,814	199,741	51.47%
GENERAL	24,370	10,331	14,039	42.39%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	220,078	149,767	70,311	68.05%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL FINANCE	<u>\$ 1,119,249</u>	<u>\$ 730,128</u>	<u>\$ 389,121</u>	<u>65.23%</u>

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
126 SPECIAL PROJECTS				
PERSONNEL	\$ 354,492	\$ 260,405	\$ 94,087	73.46%
SUPPLIES	700	-	700	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	-	-	-	0.00%
GENERAL	350,076	166,485	183,591	47.56%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL SPECIAL PROJECTS	\$ 705,268	\$ 426,890	\$ 278,378	60.53%
705 HUMAN RESOURCES				
PERSONNEL	\$ 258,479	\$ 194,245	\$ 64,234	75.15%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	108,273	69,074	39,199	63.80%
GENERAL	169,100	83,377	85,723	49.31%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 535,852	\$ 346,696	\$ 189,156	64.70%
707 LEGAL				
PERSONNEL				
SUPPLIES	\$ -	\$ -	\$ -	0.00%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	335,000	121,235	213,765	36.19%
GENERAL	-	-	-	0.00%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL LEGAL	\$ 335,000	\$ 121,235	\$ 213,765	36.19%
710 COMMUNICATIONS				
PERSONNEL	\$ 160,234	\$ 104,603	\$ 55,631	65.28%
SUPPLIES	-	-	-	0.00%
MAINTENANCE	52,250	45,031	7,219	86.18%
PROFESSIONAL SERVICES	56,575	42,075	14,500	74.37%
GENERAL	46,800	21,488	25,312	45.91%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 315,859	\$ 213,196	\$ 102,663	67.50%
740 ENGINEERING & MOBILITY				
PERSONNEL	\$ 836,953	\$ 500,015	\$ 336,938	59.74%
SUPPLIES	550	26	524	4.72%
MAINTENANCE	-	-	-	0.00%
PROFESSIONAL SERVICES	526,000	198,922	327,078	37.82%
GENERAL	22,825	11,428	11,397	50.07%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	72,000	-	72,000	0.00%
TOTAL ENGINEERING & MOBILITY	\$ 1,458,328	\$ 710,392	\$ 747,936	48.71%
750 FACILITY MAINT				
PERSONNEL	\$ 768,036	\$ 554,164	\$ 213,872	72.15%
SUPPLIES	4,000	1,022	2,978	25.54%
MAINTENANCE	345,748	201,055	144,693	58.15%
PROFESSIONAL SERVICES	-	-	-	0.00%
GENERAL	285,889	275,934	9,955	96.52%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	150,000	15,000	135,000	10.00%
TOTAL FACILITY MAINT	\$ 1,553,673	\$ 1,047,175	\$ 506,498	67.40%
755 FLEET MAINTENANCE				
PERSONNEL	\$ 398,191	\$ 195,159	\$ 203,032	49.01%
SUPPLIES	343,294	165,122	178,172	48.10%
MAINTENANCE	1,422,492	847,550	574,942	59.58%
PROFESSIONAL SERVICES	-	-	-	0.00%
GENERAL	153,746	135,966	17,780	88.44%
SHARED SERVICES	-	-	-	0.00%
OTHER CONTRACTS	-	-	-	0.00%
NON-OPERATING	-	-	-	0.00%
CAPITAL OUTLAY	14,000	15,250	(1,250)	108.93%
TOTAL FLEET MAINTENANCE	\$ 2,331,723	\$ 1,359,048	\$ 972,675	58.29%
TRANSFER TO STORMWATER UTILITY	-	-	\$ -	
TRANSFER TO CAPITAL INFRASTRUCTURE FUND	-	-	\$ -	
TOTAL EXPENDITURES	\$ 34,296,297	\$ 23,288,892	\$ 11,007,405	67.90%

CITY OF BOERNE, TEXAS
HOTEL/MOTEL FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 1,250,000	\$ 685,594	\$ (564,406)	54.85%
Other Revenues	2,000	580	(1,420)	29.01%
Interest	250	228	(22)	91.24%
TOTAL REVENUES	<u>\$ 1,252,250</u>	<u>\$ 686,403</u>	<u>\$ (565,847)</u>	<u>54.81%</u>
EXPENDITURES				
Personnel	\$ 548,436	\$ 407,964	\$ 140,472	74.39%
Supplies	1,800	-	1,800	0.00%
Maintenance	1,129	1,621	(492)	143.54%
General	245,594	182,193	63,401	74.18%
Charges For Services	67,646	55,028	12,618	81.35%
Other Contracts	35,000	20,000	15,000	57.14%
Non-Operating	352,645	146,395	206,250	41.51%
Capital Outlay	-	-	-	0.00%
TOTAL EXPENDITURES	<u>\$ 1,252,250</u>	<u>\$ 813,201</u>	<u>\$ 439,049</u>	<u>64.94%</u>
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ (126,798)</u>		

CITY OF BOERNE, TEXAS
PARKS FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
REVENUES				
Taxes	\$ 3,275,851	\$ 3,170,018	\$ (105,833)	96.77%
Licenses and Fees	586,000	321,150	(264,850)	54.80%
Facility Fees/Leases	157,000	116,670	(40,330)	74.31%
Other Revenues	159,500	191,564	32,064	120.10%
Interest	239,343	203,284	(36,059)	84.93%
Grants and Donations	2,500	154,977	152,477	6199.06%
Transfers from other funds	55,000	55,000	-	100.00%
TOTAL REVENUES	<u>\$ 4,475,194</u>	<u>\$ 4,212,664</u>	<u>\$ (262,530)</u>	<u>94.13%</u>
EXPENDITURES				
Parks:				
Personnel	\$ 2,453,850	\$ 1,648,330	\$ 805,520	67.17%
Supplies	34,500	27,010	7,490	78.29%
Maintenance	717,777	329,559	388,218	45.91%
Professional Services	-	-	-	0.00%
General	372,867	282,647	90,220	75.80%
Charges For Services	327,567	245,675	81,892	75.00%
Other Contracts	55,000	20,000	35,000	36.36%
Non-Operating	200,000	-	200,000	0.00%
Capital Outlay	119,000	370,668	(251,668)	311.49%
Sub-Total Parks Expenditures	4,280,561	2,923,890	1,356,672	68.31%
Pool:				
Personnel	\$ 314,933	\$ 41,403	\$ 273,530	13.15%
Supplies	24,000	14,801	9,200	61.67%
Maintenance	33,000	19,111	13,889	57.91%
Professional Services	-	-	-	0.00%
General	10,700	5,362	5,338	50.11%
Charges For Services	-	-	-	0.00%
Other Contracts	-	-	-	0.00%
Non-Operating	-	-	-	0.00%
Capital Outlay	12,000	10,227	1,773	85.23%
Sub-Total Pool Expenditures	394,633	90,903	303,730	23.03%
Transfer to Governmental Capital Fund	-	-	-	0.00%
TOTAL EXPENDITURES	<u>\$ 4,675,194</u>	<u>\$ 3,014,793</u>	<u>\$ 1,660,401</u>	<u>64.48%</u>
BUDGETED FUND BALANCE	<u>200,000</u>	<u>200,000</u>	<u>-</u>	<u>100.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 1,397,871</u>		

CITY OF BOERNE, TEXAS
CEMETERY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
REVENUES				
Cemetery Revenues	\$ 190,000	\$ 294,660	\$ 104,660	155.08%
Other Operating Revenues	200	-	(200)	0.00%
Restricted Revenues	50,000	75,576	25,576	151.15%
Interest	48,150	19,247	(28,903)	39.97%
TOTAL REVENUES	<u>\$ 288,350</u>	<u>\$ 389,482</u>	<u>\$ 101,132</u>	<u>135.07%</u>
EXPENDITURES				
Personnel				
Supplies	\$ 3,000	\$ -	\$ 3,000	0.00%
Maintenance	19,994	9,482	10,512	47.42%
Professional Services	-	-	-	0.00%
General	37,193	18,122	19,071	48.72%
Shared Services	-	-	-	0.00%
Other Contracts	-	-	-	0.00%
Non-Operating	157,963	55,000	102,963	34.82%
Capital Outlay	70,200	49,995	20,205	71.22%
TOTAL EXPENDITURES	<u>\$ 288,350</u>	<u>\$ 132,599</u>	<u>\$ 155,751</u>	<u>45.99%</u>
Transfer to Cemetery Endowment and Restricted Funds	-	-	-	0.00%
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 256,883</u>		

CITY OF BOERNE, TEXAS
LIBRARY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
REVENUES				
Taxes	\$ 1,956,692	\$ 1,949,481	\$ (7,211)	99.63%
Licenses and Fees	26,000	25,624	(376)	98.56%
Interlocal/Shared Services	302,188	312,188	10,000	103.31%
Facility Fees/Leases	3,500	3,532	32	100.91%
Other Revenues	48,650	42,890	(5,760)	88.16%
Interest	38,567	29,452	(9,116)	76.36%
Grants and Donations	72,000	27,629	(44,371)	38.37%
Transfers from Other Funds	-	-	-	0.00%
TOTAL REVENUES	<u>\$ 2,447,597</u>	<u>\$ 2,390,796</u>	<u>\$ (56,801)</u>	<u>97.68%</u>
EXPENDITURES				
Personnel	1,661,193	\$ 1,190,784	\$ 470,409	71.68%
Supplies	19,860	8,807	11,053	44.34%
Maintenance	62,660	46,812	15,848	74.71%
Professional Services	21,500	9,500	12,000	44.19%
General	343,397	202,607	140,790	59.00%
Charges For Services	238,987	179,240	59,747	75.00%
Other Contracts	-	-	-	0.00%
Non-Operating	-	-	-	0.00%
Capital Outlay	-	-	-	0.00%
TOTAL EXPENDITURES	<u>\$ 2,347,597</u>	<u>\$ 1,637,751</u>	<u>\$ 709,846</u>	<u>69.76%</u>
Transfer to Other Funds	100,000	-	100,000	0.00%
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 753,046</u>		

CITY OF BOERNE, TEXAS
ECONOMIC DEVELOPMENT FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Interest	\$ 87,108	\$ 66,225	\$ (20,883)	76.03%
Transfer from Other Funds	-	274,785	274,785	0.00%
TOTAL REVENUES	<u>\$ 87,108</u>	<u>\$ 341,011</u>	<u>\$ 253,903</u>	<u>391.48%</u>
EXPENDITURES				
Professional Services/Fees	\$ -	\$ -	\$ -	0.00%
Other Contracts	1,695,000	341,011	1,353,989	20.12%
TOTAL EXPENDITURES	<u>\$ 1,695,000</u>	<u>\$ 341,011</u>	<u>\$ 1,353,989</u>	<u>20.12%</u>
BUDGETED FUND BALANCE	<u>1,607,892</u>	<u>\$ -</u>	<u>1,607,892</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ (0)</u>		

CITY OF BOERNE, TEXAS
DEBT SERVICE FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
REVENUES				
Taxes	\$ 3,615,422	\$ 4,105,329	\$ 489,907	113.55%
Interest	75,000	74,803	(197)	99.74%
Transfers from other funds	795,000	1,222,529	427,529	153.78%
TOTAL REVENUES	<u>\$ 4,485,422</u>	<u>\$ 5,402,660</u>	<u>\$ 917,238</u>	<u>120.45%</u>
EXPENDITURES				
Fees	\$ 3,500	\$ 3,900	\$ (400)	111.43%
Interest	1,598,119	837,646	760,473	52.41%
Principal	3,245,000	3,245,000	-	100.00%
TOTAL EXPENDITURES	<u>\$ 4,846,619</u>	<u>\$ 4,086,546</u>	<u>\$ 760,073</u>	<u>84.32%</u>
BUDGETED FUND BALANCE	<u>361,197</u>	<u>-</u>	<u>361,197</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 1,316,115</u>		

CITY OF BOERNE, TEXAS
CAPITAL PROJECTS CONSTRUCTION FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
REVENUES				
Interest	\$ 240,000	\$ 189,043	\$ (50,957)	78.77%
Transfers from other funds	1,339,715	1,139,715	(200,000)	85.07%
TOTAL REVENUES	<u>\$ 1,579,715</u>	<u>\$ 1,328,758</u>	<u>\$ (250,957)</u>	<u>84.11%</u>
EXPENDITURES				
Professional Services	\$ -	\$ -	\$ -	0.00%
Capital Outlay				
Fire	1,450,000	467,698	982,302	32.26%
Streets	1,200,000	186,640	1,013,360	15.55%
Sidewalks	-	21,864	(21,864)	0.00%
Parks	1,525,000	1,222,336	302,664	80.15%
Beautification	100,000	-	100,000	0.00%
TOTAL EXPENDITURES	<u>\$ 4,275,000</u>	<u>\$ 1,898,538</u>	<u>\$ 2,376,462</u>	<u>44.41%</u>
BUDGETED FUND BALANCE	<u>2,695,285</u>	<u>569,780</u>	<u>2,125,505</u>	<u>21.14%</u>
SURPLUS (DEFICIT)	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>		

CITY OF BOERNE, TEXAS
2023 BOND CONSTRUCTION FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
REVENUES				
Interest	\$ 400,000	\$ 612,116	\$ 212,116	153.03%
TOTAL REVENUES	<u>\$ 400,000</u>	<u>\$ 612,116</u>	<u>\$ 212,116</u>	<u>153.03%</u>
EXPENDITURES				
Capital Outlay				
Adler Rd Reconstruction	\$ 1,800,000	\$ 77,768	\$ 1,722,232	4.32%
Street Reconstruction	1,400,000	1,165,535	234,465	83.25%
Intersection Improvements	1,400,000	86,479	1,313,521	6.18%
Signal Improvements	200,000	-	200,000	0.00%
City Park Improvements	800,000	501,800	298,200	62.73%
Northside Community Park	4,960,000	349,032	4,610,968	7.04%
Transfer to Fund Balance	400,000	-	400,000	0.00%
TOTAL EXPENDITURES	<u>\$ 10,960,000</u>	<u>\$ 2,180,614</u>	<u>\$ 8,779,386</u>	<u>19.90%</u>
BUDGETED FUND BALANCE	<u>10,560,000</u>	<u>1,568,498</u>	<u>10,560,000</u>	<u>14.85%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ -</u>		

CITY OF BOERNE, TEXAS
ELECTRIC UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 21,736,537	\$ 14,838,783	\$ (6,897,754)	68.27%
Transfer from other funds	497,618	306,046	(191,572)	61.50%
Budgeted Fund Balance	150,000	157,779	7,779	105.19%
TOTAL OPERATING REVENUES	22,384,155	15,302,608	(7,081,547)	67.66%
Operating Expenses				
Personnel	\$ 3,849,643	\$ 2,500,053	\$ (1,349,590)	64.94%
Cost of Goods/Services Sold	12,327,514	7,156,660	(5,170,854)	58.05%
Supplies	46,980	28,665	(18,315)	61.02%
Maintenance	715,441	469,453	(245,988)	65.62%
Professional Services/Fees	150,000	107,008	(42,992)	71.34%
General	415,924	308,409	(107,515)	74.15%
Shared Services	910,051	682,538	(227,513)	75.00%
Other Contracts	73,750	30,770	(42,980)	41.72%
Debt Service	69,227	69,227	-	100.00%
TOTAL OPERATING EXPENSES	18,558,530	11,352,785	(7,205,746)	60.81%
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (3,675,625)	\$ (1,139,715)	\$ 2,535,910	31.01%
Capital Outlay	(150,000)	(157,779)	(7,779)	105.19%
Gain on Sale of Asset	-	23,588	23,588	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	(3,825,625)	(1,273,906)	2,551,719	29.18%
ESTIMATED INCOME/(LOSS) CASH BASIS	\$ -	\$ 2,675,918	\$ 2,675,918	

CITY OF BOERNE, TEXAS
WATER UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 7,919,443	\$ 5,227,392	\$ (2,692,051)	66.01%
Other Operating Revenues	252,001	825,222	573,221	327.47%
Interest	500,000	374,346	(125,654)	74.87%
Non-Capital Developer Contributions	-	-	-	0.00%
Budgeted Fund Balance	545,000	-	(545,000)	0.00%
Transfer from other funds	5,900,000	1,560,131	(4,339,869)	26.44%
TOTAL OPERATING REVENUES	15,116,444	7,987,090	(7,129,354)	44.29%
Operating Expenses				
Personnel	\$ 3,322,672	\$ 2,379,553	\$ (943,119)	71.62%
Cost of Goods/Services Sold	3,082,471	2,281,889	(800,582)	74.03%
Supplies	98,686	96,154	(2,532)	97.43%
Maintenance	546,515	292,040	(254,475)	53.44%
Professional Services/Fees	60,000	14,760	(45,240)	24.60%
General	721,120	376,420	(344,700)	52.20%
Shared Services	778,480	583,860	(194,620)	75.00%
Other Contracts	10,000	7,500	(2,500)	75.00%
Debt Service	-	-	-	0.00%
TOTAL OPERATING EXPENSES	8,619,944	6,032,175	(2,587,769)	69.98%
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ -	\$ -	\$ -	0.00%
Capital Outlay	(6,496,500)	(1,560,131)	4,936,369	24.01%
Gain on Sale of Asset	-	-	-	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	(6,496,500)	(1,560,131)	4,936,369	24.01%
ESTIMATED INCOME/(LOSS) CASH BASIS	\$ -	\$ 394,785	\$ 394,785	

CITY OF BOERNE, TEXAS
WASTEWATER UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 8,388,562	\$ 6,218,409	\$ (2,170,153)	74.13%
Transfers from other funds	1,492,793	1,671,597	178,804	111.98%
Interest	400,000	458,304	58,304	114.58%
Non-Capital Developer Contributions	-	-	-	0.00%
Budgeted Fund Balance	2,829,000	-	(2,829,000)	0.00%
TOTAL OPERATING REVENUES	13,110,355	8,348,310	(4,762,045)	63.68%
Operating Expenses				
Personnel	\$ 2,311,512	\$ 1,722,663	\$ (588,849)	74.53%
Cost of Goods/Services Sold	462,843	348,627	(114,216)	75.32%
Supplies	197,922	225,968	28,046	114.17%
Maintenance	511,774	362,265	(149,509)	70.79%
Professional Services/Fees	75,250	10,954	(64,296)	14.56%
General	617,398	569,199	(48,199)	92.19%
Shared Services	540,342	405,257	(135,086)	75.00%
Other Contracts	215,000	269,345	54,345	125.28%
Debt Service	2,606,850	2,057,171	(549,679)	78.91%
TOTAL OPERATING EXPENSES	7,538,891	5,971,448	(1,567,443)	59.41%
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (731,464)	\$ -	\$ 731,464	0.00%
Capital Outlay	(4,840,000)	(1,526,361)	3,313,639	31.54%
Gain on Sale of Asset	-	-	-	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	(5,571,464)	(1,526,361)	4,045,103	0.00%
ESTIMATED INCOME/(LOSS) CASH BASIS	\$ -	\$ 850,501	\$ 850,501	

CITY OF BOERNE, TEXAS
STORMWATER FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 669,500	\$ 1,843,163	\$ 1,173,663	275.30%
Interest	232,978	175,983	(56,995)	75.54%
Budgeted Fund Balance	6,900,000	51,226	(6,848,774)	0.74%
TOTAL OPERATING REVENUES	7,802,478	2,070,372	(5,732,106)	25.88%
Operating Expenses				
Professional Services/Fees	\$ -	\$ -	\$ -	0.00%
General	28,272	15,401	(12,871)	54.48%
Shared Services	8,375	6,281	(2,094)	75.00%
TOTAL OPERATING EXPENSES	36,647	21,683	(14,964)	59.17%
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (865,831)	\$ -	\$ 865,831	0.00%
Capital Outlay	(6,900,000)	(51,226)	6,848,774	0.74%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	(7,765,831)	(51,226)	7,714,605	0.00%
ESTIMATED INCOME/(LOSS) CASH BASIS	\$ -	\$ 1,997,463	\$ 1,997,463	

CITY OF BOERNE, TEXAS
GAS UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 4,907,959	\$ 4,065,469	\$ (842,490)	82.83%
Interest	71,559	95,308	23,749	133.19%
Transfers from other funds	-	-	-	0.00%
Budgeted Fund Balance	2,650,000	2,071,997	(578,003)	78.19%
TOTAL OPERATING REVENUES	7,629,518	6,232,773	(1,396,745)	54.54%
Operating Expenses				
Personnel	\$ 1,208,339	\$ 1,030,556	\$ (177,783)	85.29%
Cost of Goods/Services Sold	1,490,497	1,184,802	(305,695)	79.49%
Supplies	27,400	30,630	3,230	111.79%
Maintenance	128,514	280,673	152,159	218.40%
Professional Services/Fees	15,250	11,242	(4,008)	73.72%
General	187,693	81,950	(105,743)	43.66%
Shared Services	378,071	283,553	(94,518)	75.00%
Other Contracts	10,000	7,500	(2,500)	75.00%
Debt Service	546,094	267,553	(278,541)	48.99%
TOTAL OPERATING EXPENSES	3,991,858	3,178,460	(813,398)	75.19%
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (987,660)	\$ (306,046)	\$ 681,614	30.99%
Gain on Sale of Asset	-	24,906	(24,906)	0.00%
Capital Outlay	(2,650,000)	(2,071,997)	578,003	78.19%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	(3,637,660)	(2,353,138)	1,234,711	7.73%
ESTIMATED INCOME/(LOSS) CASH BASIS	\$ -	\$ 701,175	\$ 651,363	

CITY OF BOERNE, TEXAS
SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE QUARTER ENDED JUNE 30, 2025
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 1,521,859	\$ 1,177,070	\$ (344,789)	77.34%
Interest	34,803	26,459	(8,344)	76.03%
Budgeted Fund Balance	-	-	-	0.00%
TOTAL OPERATING REVENUES	<u>1,556,662</u>	<u>1,203,529</u>	<u>(353,133)</u>	<u>77.31%</u>
Operating Expenses				
Cost of Goods/Services Sold	\$ 1,315,217	\$ 1,012,573	\$ (302,644)	76.99%
General	75,292	21,714	(53,578)	28.84%
Other Contracts	18,000	9,000	(9,000)	50.00%
Non-Operating	-	-	-	0.00%
TOTAL OPERATING EXPENSES	<u>1,408,509</u>	<u>1,043,287</u>	<u>(365,222)</u>	<u>74.07%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	\$ (148,153)	\$ -	\$ 148,153	0.00%
Capital Outlay	-	-	-	0.00%
Asset Contribution from Developers	-	-	-	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(148,153)</u>	<u>-</u>	<u>148,153</u>	<u>0.00%</u>
ESTIMATED INCOME/(LOSS) CASH BASIS	<u><u>\$ -</u></u>	<u><u>\$ 160,243</u></u>	<u><u>\$ 160,243</u></u>	



City of Boerne
Texas Compliance Change in Val Report
Sorted by Fund
April 1, 2025 - June 30, 2025

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

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: General Fund									
10291	CLASS	001	04/01/2023	20,658.16	1,866,499.12	20,658.16	0.00	20,658.16	1,887,157.28
TX-01-0177-0003	1,887,157.28	4.402	/ /	20,658.16	1,866,499.12	20,658.16	0.00	20,658.16	1,887,157.28
10304	TXDALY	001	04/01/2023	66,350.81	6,145,343.52	66,350.81	0.00	66,350.81	6,211,694.33
1020-04-D	6,211,694.33	4.290	/ /	66,350.81	6,145,343.52	66,350.81	0.00	66,350.81	6,211,694.33
10311	TXPOOL	001	04/01/2023	274,891.33	27,814,242.04	274,891.33	9,036,084.91	-8,761,193.58	19,053,048.46
01301400007	19,053,048.46	4.297	/ /	274,891.33	27,814,242.04	274,891.33	9,036,084.91	-8,761,193.58	19,053,048.46
10326	TXSTAR	001	04/01/2023	270.06	25,084.66	270.06	0.00	270.06	25,354.72
1300011110	25,354.72	4.284	/ /	270.06	25,084.66	270.06	0.00	270.06	25,354.72
10395	FHLB	001	08/18/2023	7,077.50	744,476.62	0.00	745,000.00	-744,476.62	0.00
3130AWBY5	0.00	0.000	06/13/2025	17,693.75	745,478.86	0.00	745,000.00	-745,478.86	0.00
10415	FHLB	001	09/29/2023	9,201.56	753,932.81	0.00	0.00	596.56	754,529.37
3130AWS92	755,000.00	5.203	09/12/2025	0.00	756,676.67	0.00	0.00	-1,177.15	755,499.52
10418	FFCB	001	11/29/2023	9,274.69	760,952.72	0.00	0.00	19.17	760,971.89
3133EPC37	761,000.00	4.884	11/13/2025	18,549.38	763,690.83	0.00	0.00	-1,271.32	762,419.51
10422	USTR	001	02/26/2024	5,363.22	500,243.92	0.00	0.00	523.94	500,767.86
91282CJV4	502,000.00	4.691	01/31/2026	0.00	502,502.00	0.00	0.00	-536.32	501,965.68
10423	USTR	001	03/21/2024	8,301.24	773,995.82	0.00	0.00	896.33	774,892.15
91282CJV4	777,000.00	4.736	01/31/2026	0.00	777,777.00	0.00	0.00	-830.12	776,946.88
10427	USTR	001	06/11/2024	9,123.61	749,930.73	0.00	0.00	14.83	749,945.56
91282CKS9	750,000.00	4.882	05/31/2026	18,281.25	756,972.66	0.00	0.00	-1,574.71	755,397.95
10432	FHLB	001	09/16/2024	6,706.24	740,216.08	0.00	0.00	-37.91	740,178.17
3130B2PJ8	740,000.00	3.603	09/04/2026	0.00	736,323.78	0.00	0.00	622.95	736,946.73

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Cusip	Par Value	YTM	Mat Date	Interest Received							
10437	FHLB	001	12/13/2024	8,381.25	749,050.18		0.00	0.00	-597.57	748,452.61	
3130ATVE4	745,000.00	4.162	12/11/2026	16,576.25	751,517.29		0.00	0.00	-142.77	751,374.52	
10440	USTR	001	03/24/2025	7,671.94	734,286.29		0.00	0.00	-547.06	733,739.23	
91282CKE0	730,000.00	3.934	03/15/2027	0.00	734,305.86		0.00	0.00	1,197.65	735,503.51	
10444	USTR	001	06/16/2025	1,183.15	0.00		743,632.23	0.00	743,660.96	743,660.96	
91282CNE7	745,000.00	3.972	05/31/2027	0.00	0.00		743,632.23	0.00	746,687.89	746,687.89	
10445	USTR	001	06/18/2025	820.27	0.00		1,023,332.81	0.00	1,024,083.97	1,024,083.97	
912828M56	1,032,000.00	4.337	11/15/2025	0.00	0.00		1,023,332.81	0.00	1,024,118.90	1,024,118.90	
10446	USTR	001	06/18/2025	1,266.09	0.00		1,022,040.00	0.00	1,022,326.29	1,022,326.29	
91282CFK2	1,024,000.00	4.261	09/15/2025	0.00	0.00		1,022,040.00	0.00	1,022,560.00	1,022,560.00	
10447	USTR	001	06/18/2025	1,434.17	0.00		1,040,534.69	0.00	1,040,561.44	1,040,561.44	
91282CNE7	1,042,000.00	3.949	05/31/2027	0.00	0.00		1,040,534.69	0.00	1,044,360.78	1,044,360.78	
10448	USTR	001	06/18/2025	766.18	0.00		501,921.56	0.00	501,926.05	501,926.05	
91282CJV4	502,000.00	4.269	01/31/2026	0.00	0.00		501,921.56	0.00	501,965.68	501,965.68	
10449	USTR	001	06/18/2025	1,558.41	0.00		1,042,703.44	0.00	1,042,607.15	1,042,607.15	
91282CKE0	1,038,000.00	3.975	03/15/2027	0.00	0.00		1,042,703.44	0.00	1,045,825.54	1,045,825.54	
10450	USTR	001	06/18/2025	1,603.69	0.00		1,037,160.00	0.00	1,037,036.92	1,037,036.92	
91282CJP7	1,032,000.00	4.026	12/15/2026	0.00	0.00		1,037,160.00	0.00	1,039,619.06	1,039,619.06	
10451	USTR	001	06/18/2025	1,686.12	0.00		1,038,691.88	0.00	1,038,500.26	1,038,500.26	
91282CHY0	1,032,000.00	4.079	09/15/2026	0.00	0.00		1,038,691.88	0.00	1,040,304.38	1,040,304.38	
10452	USTR	001	06/18/2025	1,774.85	0.00		1,031,646.48	0.00	1,031,397.48	1,031,397.48	
91282CKS9	1,025,000.00	4.169	05/31/2026	0.00	0.00		1,031,646.48	0.00	1,032,377.20	1,032,377.20	
Sub Totals For: Fund: General Fund				445,364.54	42,358,254.51		8,843,833.45	9,781,084.91	-935,422.36	41,422,832.15	
				433,270.99	42,376,414.29		8,843,833.45	9,781,084.91	-925,285.77	41,451,128.52	
Fund: Parks Fund											
10309	TXPOOL	030	04/01/2023	66,117.87	6,126,348.32		66,117.87	0.00	66,117.87	6,192,466.19	
01301400002	6,192,466.19	4.297	/ /	66,117.87	6,126,348.32		66,117.87	0.00	66,117.87	6,192,466.19	

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Sub Totals For: Fund: Parks Fund				66,117.87	6,126,348.32	66,117.87	0.00	66,117.87	6,192,466.19
				66,117.87	6,126,348.32	66,117.87	0.00	66,117.87	6,192,466.19
Fund: Cemetery Fund									
10290	CLASS	035	04/01/2023	4,067.16	367,473.72	4,067.16	0.00	4,067.16	371,540.88
TX-01-0177-0002	371,540.88	4.402	/ /	4,067.16	367,473.72	4,067.16	0.00	4,067.16	371,540.88
10316	TXPOOL	035	04/01/2023	6,202.50	574,704.70	6,202.50	0.00	6,202.50	580,907.20
01301400020	580,907.20	4.297	/ /	6,202.50	574,704.70	6,202.50	0.00	6,202.50	580,907.20
10319	TXPOOL	035	04/01/2023	2,305.49	213,628.24	2,305.49	0.00	2,305.49	215,933.73
01301400024	215,933.73	4.297	/ /	2,305.49	213,628.24	2,305.49	0.00	2,305.49	215,933.73
Sub Totals For: Fund: Cemetery Fund				12,575.15	1,155,806.66	12,575.15	0.00	12,575.15	1,168,381.81
				12,575.15	1,155,806.66	12,575.15	0.00	12,575.15	1,168,381.81
Fund: Library Fund									
10317	TXPOOL	040	04/01/2023	9,536.62	883,642.51	9,536.62	0.00	9,536.62	893,179.13
01301400021	893,179.13	4.297	/ /	9,536.62	883,642.51	9,536.62	0.00	9,536.62	893,179.13
Sub Totals For: Fund: Library Fund				9,536.62	883,642.51	9,536.62	0.00	9,536.62	893,179.13
				9,536.62	883,642.51	9,536.62	0.00	9,536.62	893,179.13
Fund: Economic Development									
10323	TXPOOL	060	04/01/2023	21,539.78	1,995,833.23	21,539.78	0.00	21,539.78	2,017,373.01
01301400042	2,017,373.01	4.297	/ /	21,539.78	1,995,833.23	21,539.78	0.00	21,539.78	2,017,373.01
Sub Totals For: Fund: Economic Development				21,539.78	1,995,833.23	21,539.78	0.00	21,539.78	2,017,373.01
				21,539.78	1,995,833.23	21,539.78	0.00	21,539.78	2,017,373.01
Fund: 2022 Bond Constructi									
10339	TXPOOL	134	09/01/2023	198,288.04	18,372,979.30	198,288.04	0.00	198,288.04	18,571,267.34
01301400033	18,571,267.34	4.297	/ /	198,288.04	18,372,979.30	198,288.04	0.00	198,288.04	18,571,267.34
Sub Totals For: Fund: 2022 Bond Constructi				198,288.04	18,372,979.30	198,288.04	0.00	198,288.04	18,571,267.34
				198,288.04	18,372,979.30	198,288.04	0.00	198,288.04	18,571,267.34
Fund: Capital Projects Con									

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10296	CLASS	150	04/01/2023	61,243.60	5,533,459.25	61,243.60	0.00	61,243.60	5,594,702.85
TX-01-0177-0012	5,594,702.85	4.402	/ /	61,243.60	5,533,459.25	61,243.60	0.00	61,243.60	5,594,702.85
Sub Totals For: Fund: Capital Projects Con				61,243.60	5,533,459.25	61,243.60	0.00	61,243.60	5,594,702.85
				61,243.60	5,533,459.25	61,243.60	0.00	61,243.60	5,594,702.85
Fund: Debt Service Fund									
10325	TXPOOL	200	04/01/2023	9,754.87	1,491,768.78	112,569.30	1,060,816.67	-948,247.37	543,521.41
01301400045	543,521.41	4.297	/ /	9,754.87	1,491,768.78	112,569.30	1,060,816.67	-948,247.37	543,521.41
Sub Totals For: Fund: Debt Service Fund				9,754.87	1,491,768.78	112,569.30	1,060,816.67	-948,247.37	543,521.41
				9,754.87	1,491,768.78	112,569.30	1,060,816.67	-948,247.37	543,521.41
Fund: Capital Recovery Fun									
10295	CLASS	500	04/01/2023	10,167.89	918,684.85	10,167.89	0.00	10,167.89	928,852.74
TX-01-0177-0010	928,852.74	4.402	/ /	10,167.89	918,684.85	10,167.89	0.00	10,167.89	928,852.74
10320	TXPOOL	500	04/01/2023	221,364.31	20,511,186.72	221,364.31	0.00	221,364.31	20,732,551.03
01301400025	20,732,551.03	4.297	/ /	221,364.31	20,511,186.72	221,364.31	0.00	221,364.31	20,732,551.03
Sub Totals For: Fund: Capital Recovery Fun				231,532.20	21,429,871.57	231,532.20	0.00	231,532.20	21,661,403.77
				231,532.20	21,429,871.57	231,532.20	0.00	231,532.20	21,661,403.77
Fund: Electric Fund									
10292	CLASS	510	04/01/2023	30,485.36	2,754,399.92	30,485.36	0.00	30,485.36	2,784,885.28
TX-01-0177-0007	2,784,885.28	4.402	/ /	30,485.36	2,754,399.92	30,485.36	0.00	30,485.36	2,784,885.28
10308	TXDALY	510	04/01/2023	52,140.62	4,829,209.95	52,140.62	0.00	52,140.62	4,881,350.57
1020-07-D	4,881,350.57	4.290	/ /	52,140.62	4,829,209.95	52,140.62	0.00	52,140.62	4,881,350.57
10310	TXPOOL	510	04/01/2023	416.75	38,607.53	416.75	0.00	416.75	39,024.28
01301400003	39,024.28	4.297	/ /	416.75	38,607.53	416.75	0.00	416.75	39,024.28
10313	TXPOOL	510	04/01/2023	64,182.71	5,947,042.77	64,182.71	0.00	64,182.71	6,011,225.48
01301400014	6,011,225.48	4.297	/ /	64,182.71	5,947,042.77	64,182.71	0.00	64,182.71	6,011,225.48
10322	TXPOOL	510	04/01/2023	38,249.67	3,544,142.99	38,249.67	0.00	38,249.67	3,582,392.66
01301400038	3,582,392.66	4.297	/ /	38,249.67	3,544,142.99	38,249.67	0.00	38,249.67	3,582,392.66

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10324	TXPOOL	510	04/01/2023	8,393.59	777,734.59	8,393.59	0.00	8,393.59	786,128.18
01301400043	786,128.18	4.297	/ /	8,393.59	777,734.59	8,393.59	0.00	8,393.59	786,128.18
10394	USTR	510	08/18/2023	5,749.31	499,561.84	0.00	500,000.00	-499,561.84	0.00
91282CHL8	0.00	0.000	06/30/2025	11,562.50	500,338.54	0.00	500,000.00	-500,338.54	0.00
10414	USTR	510	09/27/2023	341.87	542,389.46	0.00	0.00	6,352.36	548,741.82
91282CAJ0	553,000.00	5.156	08/31/2025	0.00	544,009.43	0.00	0.00	5,118.49	549,127.92
10419	USTR	510	11/30/2023	6,264.43	504,867.40	0.00	0.00	-370.58	504,496.82
91282CJE2	504,000.00	4.685	10/31/2025	12,600.00	506,295.56	0.00	0.00	-1,261.97	505,033.59
10425	USTR	510	04/02/2024	3,444.55	513,215.12	0.00	0.00	2,621.06	515,836.18
9128286A3	522,000.00	4.753	01/31/2026	0.00	515,719.69	0.00	0.00	1,478.32	517,198.01
10428	USTR	510	07/02/2024	5,916.77	508,055.57	0.00	0.00	188.89	508,244.46
91282CKY6	509,000.00	4.782	06/30/2026	11,770.63	512,698.20	0.00	0.00	-730.69	511,967.51
10433	USTR	510	10/03/2024	4,342.39	497,958.71	0.00	0.00	173.23	498,131.94
91282CLP4	499,000.00	3.645	09/30/2026	0.00	495,549.88	0.00	0.00	877.15	496,427.03
10436	USTR	510	12/10/2024	5,302.61	501,022.57	0.00	0.00	-153.05	500,869.52
91282CLY5	500,000.00	4.120	11/30/2026	10,041.21	502,246.10	0.00	0.00	292.96	502,539.06
10441	USTR	510	04/02/2025	4,783.40	0.00	502,058.83	0.00	502,051.56	502,051.56
91282CMV0	502,000.00	3.868	03/31/2027	0.00	0.00	502,058.83	0.00	502,745.16	502,745.16
Sub Totals For: Fund: Electric Fund				230,014.03	21,458,208.42	695,927.53	500,000.00	205,170.33	21,663,378.75
				239,843.04	21,467,995.15	695,927.53	500,000.00	202,049.58	21,670,044.73
Fund: Water Fund									
10293	CLASS	520	04/01/2023	35,377.86	3,196,444.27	35,377.86	0.00	35,377.86	3,231,822.13
TX-01-0177-0008	3,231,822.13	4.402	/ /	35,377.86	3,196,444.27	35,377.86	0.00	35,377.86	3,231,822.13
10294	CLASS	520	04/01/2023	13,587.28	1,227,634.37	13,587.28	0.00	13,587.28	1,241,221.65
TX-01-0177-0009	1,241,221.65	4.402	/ /	13,587.28	1,227,634.37	13,587.28	0.00	13,587.28	1,241,221.65
10314	TXPOOL	520	04/01/2023	23,828.87	2,207,934.58	23,828.87	0.00	23,828.87	2,231,763.45
01301400015	2,231,763.45	4.297	/ /	23,828.87	2,207,934.58	23,828.87	0.00	23,828.87	2,231,763.45

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10397	USTR	520	08/18/2023	1,770.79	257,642.19	0.00	259,000.00	-257,642.19	0.00
912828XZ8	0.00	0.000	06/30/2025	3,561.25	258,069.22	0.00	259,000.00	-258,069.22	0.00
10413	USTR	520	09/22/2023	2,042.48	258,148.37	0.00	0.00	1,238.96	259,387.33
91282CFE6	260,000.00	5.156	08/15/2025	0.00	258,885.35	0.00	0.00	671.92	259,557.27
10421	USTR	520	12/07/2023	171.53	269,352.33	0.00	0.00	2,840.09	272,192.42
91282CAT8	276,000.00	4.615	10/31/2025	345.00	269,800.78	0.00	0.00	2,517.42	272,318.20
10424	USTR	520	03/15/2024	262.06	268,410.79	0.00	0.00	2,861.04	271,271.83
91282CBH3	278,000.00	4.745	01/31/2026	0.00	269,536.20	0.00	0.00	2,341.83	271,878.03
10430	USTR	520	07/02/2024	609.18	264,319.94	0.00	0.00	2,536.02	266,855.96
91282CCJ8	277,000.00	4.768	06/30/2026	1,211.88	266,504.30	0.00	0.00	2,063.97	268,568.27
10435	USTR	520	10/03/2024	596.10	263,152.46	0.00	0.00	1,804.62	264,957.08
91282CCZ2	274,000.00	3.637	09/30/2026	0.00	261,766.33	0.00	0.00	2,162.03	263,928.36
10439	USTR	520	12/10/2024	1,098.90	260,272.92	0.00	0.00	1,605.53	261,878.45
912828YU8	271,000.00	4.123	11/30/2026	2,080.90	260,985.70	0.00	0.00	1,746.68	262,732.38
10443	USTR	520	04/02/2025	438.02	0.00	267,354.49	0.00	269,535.94	269,535.94
912828ZE3	285,000.00	3.880	03/31/2027	0.00	0.00	267,354.49	0.00	269,926.17	269,926.17
Sub Totals For: Fund: Water Fund				79,783.07	8,473,312.22	340,148.50	259,000.00	97,574.02	8,570,886.24
				79,993.04	8,477,561.10	340,148.50	259,000.00	96,154.81	8,573,715.91
Fund: Wastewater Fund									
10297	CLASS	530	04/01/2023	28,440.86	2,569,680.04	28,440.86	0.00	28,440.86	2,598,120.90
TX-01-0177-0013	2,598,120.90	4.402	/ /	28,440.86	2,569,680.04	28,440.86	0.00	28,440.86	2,598,120.90
10315	TXPOOL	530	04/01/2023	377.04	34,937.73	377.04	0.00	377.04	35,314.77
01301400017	35,314.77	4.297	/ /	377.04	34,937.73	377.04	0.00	377.04	35,314.77
10321	TXPOOL	530	04/01/2023	126,410.51	11,239,800.19	1,439,566.51	0.00	1,439,566.51	12,679,366.70
01301400035	12,679,366.70	4.297	/ /	126,410.51	11,239,800.19	1,439,566.51	0.00	1,439,566.51	12,679,366.70
10396	USTR	530	08/18/2023	169.68	269,992.64	0.00	273,000.00	-269,992.64	0.00
912828ZW3	0.00	0.000	06/30/2025	341.25	270,277.11	0.00	273,000.00	-270,277.11	0.00

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10412	USTR	530	09/20/2023	1,337.34	263,092.42	0.00	0.00	1,945.51	265,037.93
912828K74	266,000.00	5.118	08/15/2025	0.00	263,734.85	0.00	0.00	1,448.44	265,183.29
10420	USTR	530	12/14/2023	1,938.99	257,865.06	0.00	0.00	912.11	258,777.17
9128285J5	260,000.00	4.483	10/31/2025	3,900.00	258,220.63	0.00	0.00	672.34	258,892.97
10426	USTR	530	04/02/2024	2,474.22	252,296.23	0.00	0.00	536.48	252,832.71
91282CGE5	254,000.00	4.767	01/15/2026	0.00	253,569.39	0.00	0.00	93.27	253,662.66
10429	USTR	530	07/02/2024	1,281.82	262,729.69	0.00	0.00	1,854.06	264,583.75
9128287B0	272,000.00	4.773	06/30/2026	2,550.00	264,966.25	0.00	0.00	1,360.00	266,326.25
10434	USTR	530	10/03/2024	1,078.76	259,372.35	0.00	0.00	1,268.95	260,641.30
912828YG9	267,000.00	3.617	09/30/2026	0.00	258,009.61	0.00	0.00	1,616.60	259,626.21
10438	USTR	530	12/10/2024	860.89	263,390.73	0.00	0.00	1,887.24	265,277.97
91282CDK4	276,000.00	4.134	11/30/2026	1,630.22	264,086.72	0.00	0.00	2,048.44	266,135.16
10442	USTR	530	04/02/2025	1,622.95	0.00	257,121.56	0.00	257,971.92	257,971.92
91282CEF4	264,000.00	3.869	03/31/2027	0.00	0.00	257,121.56	0.00	258,348.75	258,348.75
Sub Totals For: Fund: Wastewater Fund				165,993.06	15,673,157.08	1,725,505.97	273,000.00	1,464,768.04	17,137,925.12
				163,649.88	15,677,282.52	1,725,505.97	273,000.00	1,463,695.14	17,140,977.66
Fund: Stormwater Fund									
10298	CLASS	535	04/01/2023	57,012.53	5,151,175.79	57,012.53	0.00	57,012.53	5,208,188.32
TX-01-0177-0015	5,208,188.32	4.402	/ /	57,012.53	5,151,175.79	57,012.53	0.00	57,012.53	5,208,188.32
Sub Totals For: Fund: Stormwater Fund				57,012.53	5,151,175.79	57,012.53	0.00	57,012.53	5,208,188.32
				57,012.53	5,151,175.79	57,012.53	0.00	57,012.53	5,208,188.32
Fund: Gas Fund									
10318	TXPOOL	540	04/01/2023	29,798.28	2,761,047.77	29,798.28	0.00	29,798.28	2,790,846.05
01301400022	2,790,846.05	4.297	/ /	29,798.28	2,761,047.77	29,798.28	0.00	29,798.28	2,790,846.05
Sub Totals For: Fund: Gas Fund				29,798.28	2,761,047.77	29,798.28	0.00	29,798.28	2,790,846.05
				29,798.28	2,761,047.77	29,798.28	0.00	29,798.28	2,790,846.05
Fund: Solid Waste Fund									

Portfolio BRNE

TC (PRF_TC) 7.0
Report Ver. 7.3.11

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City of Boerne
Texas Compliance Change in Val Report
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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10312	TXPOOL	550	04/01/2023	8,605.82	797,397.95	8,605.82	0.00	8,605.82	806,003.77
01301400008	806,003.77	4.297	/ /	8,605.82	797,397.95	8,605.82	0.00	8,605.82	806,003.77
Sub Totals For: Fund: Solid Waste Fund				8,605.82	797,397.95	8,605.82	0.00	8,605.82	806,003.77
				8,605.82	797,397.95	8,605.82	0.00	8,605.82	806,003.77
Fund: Boerne Public Facili									
10454	TXPOOL	800	06/01/2025	4,036.47	0.00	3,109,410.07	0.00	3,109,410.07	3,109,410.07
01301400016	3,109,410.07	4.297	/ /	4,036.47	0.00	3,109,410.07	0.00	3,109,410.07	3,109,410.07
Sub Totals For: Fund: Boerne Public Facili				4,036.47	0.00	3,109,410.07	0.00	3,109,410.07	3,109,410.07
				4,036.47	0.00	3,109,410.07	0.00	3,109,410.07	3,109,410.07
Report Grand Totals:				1,631,195.93	153,662,263.36	15,523,644.71	11,873,901.58	3,689,502.62	157,351,765.98
				1,626,798.18	153,698,584.19	15,523,644.71	11,873,901.58	3,694,026.35	157,392,610.54

Portfolio BRNE

TC (PRF_TC) 7.0
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GLOSSARY	
PAR VALUE	The face value of investment.
MARKET VALUE	The face value multiplied by the market price. It is the last reported price from the report date.
BOOK VALUE	The cost of a bond, plus or minus adjustments for purchase discount or premium adjustments.
AMORTIZATION/ACCRETION	Amortization (accretion) is the process of reducing (increasing) the original cost of the investment on a daily basis in order to equal par value at maturity. Amortization calculations vary by investment type and the basis associated with the type of investment.
SECURITY TYPE DEFINITIONS	Security types are broad category of investments with similar characteristics and risk features such as agency securities, corporate bonds, municipal bonds, and money markets. Codes within the system are utilized to make calculations based on the underlying security. Security type labels are customizable.
BCD	Non-Negotiable CDs
FAC	Federal Agency Coupon Securities
MC1	Municipal Bonds
NCB	Negotiable Certificate of Deposit
RR2	Bank Accounts
RR3	Money Market Accounts
RRP	Investment Pools
SCD	Certificates of Deposit
PURCHASE PRINCIPAL	The original cost of the bond. Par value multiplied by purchase price.
PREMIUM/DISCOUNT	A bond with price below 100 is discount. A bond with price above 100 is premium.
ADJUSTED INTEREST EARNINGS	Net between interest earned and amortization/accretion adjustments within a report period.
EFFECTIVE RATE OF RETURN	Interest earnings adjusted for amortization of premiums and accretion for discounts plus any realized gain or loss divided by the average daily balance of the portfolio divided by 365 and then multiplied by the actual days in the report period.
YIELD TO MATURITY	The yield of an investment as of the purchase date assuming that the bond is held to maturity.
YTM 360	The yield is based on a hypothetical year that has only 360 days.
YTM 365	The yield is based on a 365-day year.
REMAINING COST	The original cost of an investment taking into consideration any partial sales or redemptions for the par value that remains.
STATED RATE	Coupon rate (yield the bond paid on its issue date).
CURRENT RATE	A bond's annual return based on its annual coupon payments and current price (as opposed to its original price or face).



AGENDA ITEM SUMMARY

Agenda Date	AUGUST 12, 2025
Requested Action	OPERATIONAL BUDGET PRESENTATION.
Contact Person	Sarah Buckelew, Finance Director
Background Information	The purpose of this item is to review high-level goals and other considerations for the upcoming budget. Some of these considerations include economic factors, preliminary information, tax environment, current year projections, and debt considerations. We will also review the budget process and calendar.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	PowerPoint presentation to be presented during Council meeting.



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	RECEIVE THE CITY OF BOERNE'S 2025 CERTIFIED APPRAISAL TAX ROLL VALUES, TAX RATE CALCULATION, CERTIFICATION OF ADDITIONAL SALES TAX FORM, AND CERTIFY ANTICIPATED COLLECTION RATE AND EXCESS DEBT COLLECTIONS.
Contact Person	Sarah Buckelew, Finance Director
Background Information	<p>The City of Boerne has received the Certified Taxable Values from Kendall Appraisal District for the tax year 2025 for the purposes of calculating tax rates and building the City's fiscal year 2026 budget.</p> <p>Attached is the Certified Appraisal Roll Values Summary for the 2025 tax year, along with the tax rate calculation, Notice About 2025 Tax Rates, and Certification of Additional Sales and Use Tax to Pay Debt Services, as required by Tax Code Section 26.</p> <p>The total increase to the 2025 appraisal roll certified market value is \$141,127,178 (2.9%). The total exemptions decreased \$103,727,614 (-8.4%) and the total certified net taxable value increased \$174,177,026 (5.8%).</p> <p>The Kendall County Tax Assessor/Collector has certified the anticipated collection rate of 100% and the excess debt collections for FY 2025 of \$459,975.</p>
Strategic Alignment	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A

Supporting Documents	<ul style="list-style-type: none"> • Certified Appraisal Roll Values Summary for the 2025 tax year • Certified Appraisal Rolls • Collection rate certification from Tax Assessor/Collector (memo) • Form 50-856 Rate calculation • Form 50-212 Notice About 2025 Tax Rates • Form 50-882 Certification of Additional Sales and Use Tax to Pay Debt Services, as required by Tax Code Section 26.
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CITY OF BOERNE, TEXAS
PROPERTY TAX SUMMARY
PROJECTED FOR BUDGET YEAR 2026

	CERTIFIED VALUES FY 2025	CERTIFIED VALUES FY 2026	YR over YR Change	
ASSESSED MARKET VALUATION				
REAL PROPERTY	1,629,833,514	1,692,633,525	62,800,011	
IMPROVEMENTS	3,022,759,201	3,090,088,028	67,328,827	
PERSONAL PROPERTY	244,472,880	255,471,220	10,998,340	
TOTAL CERTIFIED MARKET VALUE	4,897,065,595	5,038,192,773	141,127,178	2.9%
LESS EXEMPTIONS:				
ABSOLUTE EXEMPTIONS	811,407,740	775,739,216	(35,668,524)	
AG LOSS	34,535,090	33,874,035	(661,055)	
HOMESTEAD CAP ADJUSTMENT	236,401,097	137,580,248	(98,820,849)	
ABATEMENTS	-	-	-	
DISABLED VETERAN	124,698,796	154,997,691	30,298,895	
BUSINESS PERSONAL PROPERTY (366)	251,410	263,960	12,550	
MEDICAL	6,819,061	6,773,686	(45,375)	
MILITARY SURVIVING SPOUSE	1,666,788	1,655,521	(11,267)	
FREEPORT	13,508,230	14,676,241	1,168,011	
TOTAL EXEMPTIONS	1,229,288,212	1,125,560,598	(103,727,614)	-8.4%
TOTAL TAXABLE VALUE BEFORE FREEZE	3,667,777,383	3,912,632,175	244,854,792	6.7%
LESS: APPRAISAL DISTRICT ADJUST FOR ESTIMATE	11,841,423	26,076,201	14,234,778	
ESTIMATE OF CERTIFIED VALUE PER APPRAISAL DISTRICT	3,655,935,960	3,886,555,974	230,620,014	6.3%
LESS: FREEZE TAXABLE AMOUNT	604,886,272	672,728,289	67,842,017	11.2%
TRANSFER ADJUSTMENT	854,345	477,222	(377,123)	
ADJUST FOR ESTIMATE OF PROTEST VALUE	55,385,727	44,363,821	(11,021,906)	
NET TAXABLE VALUE	2,994,809,616	3,168,986,642	174,177,026	5.8%
TOTAL TAX RATE PER \$100 VALUATION	0.4716	0.4716	-	
LEVY ON ESTIMATED/CERTIFIED VALUE	14,123,522	14,944,941	821,419	
PLUS TAXES ON VALUE UNDER ARB REVIEW	-	-	-	
PLUS TAXES ON FREEZE TAXABLE	1,989,049	2,180,812	191,763	
TOTAL LEVY	16,112,571	17,125,753	1,013,181	6.3%
M&O TAX RATE	0.3532	0.3532	-	
I&S TAX RATE	0.1184	0.1184	-	
TOTAL TAX RATE PER \$100 VALUATION	0.4716	0.4716	-	
PERCENT OF LEVY COLLECTED *	98.5%	99.0%	0.50%	
DISTRIBUTION BY FUND				
GENERAL FUNDS	12,258,961	13,138,323	879,363	
DEBT SERVICE FUND	3,611,922	3,816,172	204,250	
ESTIMATED COLLECTIONS	15,870,883	16,954,495	1,083,612	6.8%

*Appraisal District's certified collection percentage includes prior year collections, penalties and interest

2025 CERTIFIED TOTALS

Property Count: 8,818

CBN - CITY OF BOERNE
ARB Approved Totals

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Land		Value			
Homesite:		637,496,617			
Non Homesite:		942,261,361			
Ag Market:		33,235,185			
Timber Market:		0	Total Land	(+)	1,612,993,163
Improvement		Value			
Homesite:		1,492,964,611			
Non Homesite:		1,444,368,080	Total Improvements	(+)	2,937,332,691
Non Real		Count	Value		
Personal Property:	1,307		254,812,450		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	254,812,450
					4,805,138,304
Ag	Non Exempt	Exempt			
Total Productivity Market:	32,552,185	683,000			
Ag Use:	94,400	650	Productivity Loss	(-)	32,457,785
Timber Use:	0	0	Appraised Value	=	4,772,680,519
Productivity Loss:	32,457,785	682,350	Homestead Cap	(-)	99,322,312
			23.231 Cap	(-)	28,487,320
			Assessed Value	=	4,644,870,887
			Total Exemptions Amount	(-)	954,057,815
			(Breakdown on Next Page)		
			Net Taxable	=	3,690,813,072

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	17,977,217	17,181,949	53,313.94	54,614.93	48		
DPS	352,468	352,468	934.51	934.51	1		
OV65	655,974,046	633,071,279	2,041,845.74	2,074,073.14	1,419		
Total	674,303,731	650,605,696	2,096,094.19	2,129,622.58	1,468	Freeze Taxable	(-) 650,605,696
Tax Rate	0.4716000						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	1,648,110	1,648,110	1,170,888	477,222	3		
Total	1,648,110	1,648,110	1,170,888	477,222	3	Transfer Adjustment	(-) 477,222
						Freeze Adjusted Taxable	= 3,039,730,154

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
16,431,461.60 = 3,039,730,154 * (0.4716000 / 100) + 2,096,094.19

Certified Estimate of Market Value: 4,805,138,304
Certified Estimate of Taxable Value: 3,690,813,072

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2025 CERTIFIED TOTALS

Property Count: 8,818

CBN - CITY OF BOERNE
ARB Approved Totals

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Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	0	0	0
DP	50	0	0	0
DPS	1	0	0	0
DV1	48	0	459,000	459,000
DV1S	5	0	20,000	20,000
DV2	32	0	274,500	274,500
DV2S	2	0	15,000	15,000
DV3	55	0	566,000	566,000
DV3S	3	0	30,000	30,000
DV4	154	0	1,332,000	1,332,000
DV4S	10	0	96,000	96,000
DVHS	274	0	147,053,700	147,053,700
DVHSS	14	0	5,102,991	5,102,991
EX	2	0	3,968,490	3,968,490
EX-XG	14	0	19,506,920	19,506,920
EX-XI	3	0	5,443,600	5,443,600
EX-XU	13	0	281,460	281,460
EX-XV	229	0	746,538,746	746,538,746
EX366	261	0	263,960	263,960
FR	3	14,676,241	0	14,676,241
HS	4,171	0	0	0
MASSS	3	0	1,655,521	1,655,521
MED	2	0	6,773,686	6,773,686
OV65	1,430	0	0	0
OV65S	55	0	0	0
Totals		14,676,241	939,381,574	954,057,815

2025 CERTIFIED TOTALS

Property Count: 341

CBN - CITY OF BOERNE
Under ARB Review Totals

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Land		Value			
Homesite:		24,723,070			
Non Homesite:		53,498,502			
Ag Market:		1,418,790			
Timber Market:		0	Total Land	(+)	79,640,362
Improvement		Value			
Homesite:		77,279,595			
Non Homesite:		75,475,742	Total Improvements	(+)	152,755,337
Non Real		Count	Value		
Personal Property:	12		658,770		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	658,770
					233,054,469
Ag	Non Exempt	Exempt			
Total Productivity Market:	1,418,790	0			
Ag Use:	2,540	0	Productivity Loss	(-)	1,416,250
Timber Use:	0	0	Appraised Value	=	231,638,219
Productivity Loss:	1,416,250	0			
			Homestead Cap	(-)	2,214,805
			23.231 Cap	(-)	7,555,811
			Assessed Value	=	221,867,603
			Total Exemptions Amount (Breakdown on Next Page)	(-)	48,500
			Net Taxable	=	221,819,103

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
OV65	22,146,593	22,122,593	84,717.40	85,216.10	36		
Total	22,146,593	22,122,593	84,717.40	85,216.10	36	Freeze Taxable	(-) 22,122,593
Tax Rate	0.4716000						
						Freeze Adjusted Taxable	= 199,696,510

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 1,026,486.14 = 199,696,510 * (0.4716000 / 100) + 84,717.40

Certified Estimate of Market Value: 206,542,874
 Certified Estimate of Taxable Value: 195,742,902
 Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2025 CERTIFIED TOTALS

Property Count: 341

CBN - CITY OF BOERNE
Under ARB Review Totals

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Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	0	0	0
DV1	1	0	5,000	5,000
DV2	2	0	19,500	19,500
DV3	1	0	12,000	12,000
DV4	1	0	12,000	12,000
HS	174	0	0	0
OV65	40	0	0	0
Totals		0	48,500	48,500

2025 CERTIFIED TOTALS

Property Count: 9,159

CBN - CITY OF BOERNE
Grand Totals

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Land		Value			
Homesite:		662,219,687			
Non Homesite:		995,759,863			
Ag Market:		34,653,975			
Timber Market:		0	Total Land	(+)	1,692,633,525
Improvement		Value			
Homesite:		1,570,244,206			
Non Homesite:		1,519,843,822	Total Improvements	(+)	3,090,088,028
Non Real		Count	Value		
Personal Property:	1,319		255,471,220		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	= 255,471,220
					5,038,192,773
Ag	Non Exempt	Exempt			
Total Productivity Market:	33,970,975	683,000			
Ag Use:	96,940	650	Productivity Loss	(-)	33,874,035
Timber Use:	0	0	Appraised Value	=	5,004,318,738
Productivity Loss:	33,874,035	682,350			
			Homestead Cap	(-)	101,537,117
			23.231 Cap	(-)	36,043,131
			Assessed Value	=	4,866,738,490
			Total Exemptions Amount	(-)	954,106,315
			(Breakdown on Next Page)		
			Net Taxable	=	3,912,632,175

Freeze	Assessed	Taxable	Actual Tax	Celling	Count		
DP	17,977,217	17,181,949	53,313.94	54,614.93	48		
DPS	352,468	352,468	934.51	934.51	1		
OV65	678,120,639	655,193,872	2,126,563.14	2,159,289.24	1,455		
Total	696,450,324	672,728,289	2,180,811.59	2,214,838.68	1,504	Freeze Taxable	(-) 672,728,289
Tax Rate	0.4716000						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	1,648,110	1,648,110	1,170,888	477,222	3		
Total	1,648,110	1,648,110	1,170,888	477,222	3	Transfer Adjustment	(-) 477,222
						Freeze Adjusted Taxable	= 3,239,426,664

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 17,457,947.74 = 3,239,426,664 * (0.4716000 / 100) + 2,180,811.59

Certified Estimate of Market Value: 5,011,681,178
 Certified Estimate of Taxable Value: 3,886,555,974

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2025 CERTIFIED TOTALS

Property Count: 9,159

CBN - CITY OF BOERNE
Grand Totals

7/18/2025

10:38:23AM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	2	0	0	0
DP	50	0	0	0
DPS	1	0	0	0
DV1	49	0	464,000	464,000
DV1S	5	0	20,000	20,000
DV2	34	0	294,000	294,000
DV2S	2	0	15,000	15,000
DV3	56	0	578,000	578,000
DV3S	3	0	30,000	30,000
DV4	155	0	1,344,000	1,344,000
DV4S	10	0	96,000	96,000
DVHS	274	0	147,053,700	147,053,700
DVHSS	14	0	5,102,991	5,102,991
EX	2	0	3,968,490	3,968,490
EX-XG	14	0	19,506,920	19,506,920
EX-XI	3	0	5,443,600	5,443,600
EX-XU	13	0	281,460	281,460
EX-XV	229	0	746,538,746	746,538,746
EX366	261	0	263,960	263,960
FR	3	14,676,241	0	14,676,241
HS	4,345	0	0	0
MASSS	3	0	1,655,521	1,655,521
MED	2	0	6,773,686	6,773,686
OV65	1,470	0	0	0
OV65S	55	0	0	0
Totals		14,676,241	939,430,074	954,106,315

2025 CERTIFIED TOTALS

Property Count: 8,818

CBN - CITY OF BOERNE
ARB Approved Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	5,790	1,955.0165	\$92,074,110	\$2,766,666,942	\$2,507,070,790
B	MULTIFAMILY RESIDENCE	110	106.3042	\$970,820	\$115,859,754	\$114,353,781
C1	VACANT LOTS AND LAND TRACTS	618	1,013.4561	\$0	\$127,666,694	\$120,809,600
D1	QUALIFIED OPEN-SPACE LAND	37	1,226.4160	\$0	\$32,552,185	\$94,400
D2	IMPROVEMENTS ON QUALIFIED OP	4		\$0	\$111,260	\$111,260
E	RURAL LAND, NON QUALIFIED OPEI	24	56.1790	\$0	\$9,171,339	\$8,615,810
F1	COMMERCIAL REAL PROPERTY	567	723.5667	\$12,612,260	\$693,733,124	\$682,950,207
F2	INDUSTRIAL AND MANUFACTURING	8	11.0310	\$0	\$16,607,390	\$14,182,135
J3	ELECTRIC COMPANY (INCLUDING C	9	4.5560	\$0	\$9,362,010	\$9,362,010
J4	TELEPHONE COMPANY (INCLUDING	9	0.4423	\$0	\$1,605,770	\$1,605,770
J7	CABLE TELEVISION COMPANY	1		\$0	\$384,360	\$384,360
L1	COMMERCIAL PERSONAL PROPER	973		\$0	\$112,466,480	\$112,466,480
L2	INDUSTRIAL AND MANUFACTURING	42		\$0	\$65,797,840	\$44,347,913
M1	TANGIBLE OTHER PERSONAL, MOB	10		\$0	\$196,680	\$196,680
O	RESIDENTIAL INVENTORY	168	38.8100	\$1,830,190	\$8,721,356	\$8,217,606
S	SPECIAL INVENTORY TAX	10		\$0	\$66,044,270	\$66,044,270
X	TOTALLY EXEMPT PROPERTY	522	1,703.5255	\$0	\$778,190,850	\$0
Totals			6,839.3033	\$107,487,380	\$4,805,138,304	\$3,690,813,072

2025 CERTIFIED TOTALS

Property Count: 341

CBN - CITY OF BOERNE
Under ARB Review Totals

7/18/2025 10:38:23AM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	259	87.4908	\$3,631,780	\$137,905,372	\$135,626,297
B	MULTIFAMILY RESIDENCE	16	40.0153	\$166,990	\$14,052,420	\$14,052,420
C1	VACANT LOTS AND LAND TRACTS	12	23.8352	\$0	\$7,200,060	\$6,389,642
D1	QUALIFIED OPEN-SPACE LAND	2	22.1570	\$0	\$1,418,790	\$2,540
E	RURAL LAND, NON QUALIFIED OPEN SPACE	1	0.5000	\$0	\$885,900	\$885,900
F1	COMMERCIAL REAL PROPERTY	40	69.1851	\$145,600	\$70,933,157	\$64,203,534
L1	COMMERCIAL PERSONAL PROPERTY	12		\$0	\$658,770	\$658,770
Totals			243.1834	\$3,944,370	\$233,054,469	\$221,819,103

2025 CERTIFIED TOTALS

Property Count: 9,159

CBN - CITY OF BOERNE
Grand Totals

7/18/2025 10:38:23AM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	6,049	2,042.5073	\$95,705,890	\$2,904,572,314	\$2,642,697,087
B	MULTIFAMILY RESIDENCE	126	146.3195	\$1,137,810	\$129,912,174	\$128,406,201
C1	VACANT LOTS AND LAND TRACTS	630	1,037.2913	\$0	\$134,866,754	\$127,199,242
D1	QUALIFIED OPEN-SPACE LAND	39	1,248.5730	\$0	\$33,970,975	\$96,940
D2	IMPROVEMENTS ON QUALIFIED OP	4		\$0	\$111,260	\$111,260
E	RURAL LAND, NON QUALIFIED OPEI	25	56.6790	\$0	\$10,057,239	\$9,501,710
F1	COMMERCIAL REAL PROPERTY	607	792.7518	\$12,757,860	\$764,666,281	\$747,153,741
F2	INDUSTRIAL AND MANUFACTURING	8	11.0310	\$0	\$16,607,390	\$14,182,135
J3	ELECTRIC COMPANY (INCLUDING C	9	4.5560	\$0	\$9,362,010	\$9,362,010
J4	TELEPHONE COMPANY (INCLUDING	9	0.4423	\$0	\$1,605,770	\$1,605,770
J7	CABLE TELEVISION COMPANY	1		\$0	\$384,360	\$384,360
L1	COMMERCIAL PERSONAL PROPER	985		\$0	\$113,125,250	\$113,125,250
L2	INDUSTRIAL AND MANUFACTURING	42		\$0	\$65,797,840	\$44,347,913
M1	TANGIBLE OTHER PERSONAL, MOB	10		\$0	\$196,680	\$196,680
O	RESIDENTIAL INVENTORY	168	38.8100	\$1,830,190	\$8,721,356	\$8,217,606
S	SPECIAL INVENTORY TAX	10		\$0	\$66,044,270	\$66,044,270
X	TOTALLY EXEMPT PROPERTY	522	1,703.5255	\$0	\$778,190,850	\$0
Totals			7,082.4867	\$111,431,750	\$5,038,192,773	\$3,912,632,175

2025 CERTIFIED TOTALS

Property Count: 8,818

CBN - CITY OF BOERNE
ARB Approved Totals

7/18/2025 10:38:23AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	A - Residential - Shared Property	3	0.5520	\$0	\$239,520	\$239,520
A1	A1-SINGLE FAMILY RES LAND & IMPF	5,775	1,948.6369	\$92,043,200	\$2,763,495,912	\$2,504,228,686
A2	A2-REAL MH & LAND WITH SAME OW	18	5.8276	\$30,910	\$2,931,510	\$2,602,584
B1	B1	25	82.7011	\$0	\$90,394,567	\$88,904,341
B2	B2	86	23.6031	\$970,820	\$25,465,187	\$25,449,440
C	C	1	0.1650	\$0	\$39,310	\$39,310
C1	C1-ALL VACANT LOTS & LAND TRACT	616	1,012.9211	\$0	\$127,627,284	\$120,770,190
C2	C2	1	0.3700	\$0	\$100	\$100
D1	D1-QUALIFIED AG LAND	37	1,226.4160	\$0	\$32,552,185	\$94,400
D2	D2-IMPROVEMENTS ON QUALIFIED A	4		\$0	\$111,260	\$111,260
E1	E1-LAND & IMPROVEMENTS ON NON	23	55.6790	\$0	\$9,111,549	\$8,556,020
E2	E2-MH ON NON QUAL OPEN SPACE	1	0.5000	\$0	\$59,790	\$59,790
F1	F1-COMMERCIAL LAND & IMPROVEM	567	723.5667	\$12,612,260	\$693,733,124	\$682,950,207
F2	Industrial Real Property	8	11.0310	\$0	\$16,607,390	\$14,182,135
J3		9	4.5560	\$0	\$9,362,010	\$9,362,010
J4		9	0.4423	\$0	\$1,605,770	\$1,605,770
J7		1		\$0	\$384,360	\$384,360
L1		973		\$0	\$112,466,480	\$112,466,480
L2		42		\$0	\$65,797,840	\$44,347,913
M1	MH ON LAND OWNED BY SOMEONE I	10		\$0	\$196,680	\$196,680
O1	O1	168	38.8100	\$1,830,190	\$8,721,356	\$8,217,606
S		10		\$0	\$66,044,270	\$66,044,270
X	Totally Exempt Property	522	1,703.5255	\$0	\$778,190,850	\$0
Totals			6,839.3033	\$107,487,380	\$4,805,138,304	\$3,690,813,072

2025 CERTIFIED TOTALS

Property Count: 341

CBN - CITY OF BOERNE
Under ARB Review Totals

7/18/2025 10:38:23AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	A1-SINGLE FAMILY RES LAND & IMPR	259	87.4908	\$3,631,780	\$137,905,372	\$135,626,297
B1	B1	6	15.9513	\$166,990	\$4,789,950	\$4,789,950
B2	B2	10	24.0640	\$0	\$9,262,470	\$9,262,470
C1	C1-ALL VACANT LOTS & LAND TRACT	12	23.8352	\$0	\$7,200,060	\$6,389,642
D1	D1-QUALIFIED AG LAND	2	22.1570	\$0	\$1,418,790	\$2,540
E1	E1-LAND & IMPROVEMENTS ON NON	1	0.5000	\$0	\$885,900	\$885,900
F1	F1-COMMERCIAL LAND & IMPROVEM	40	69.1851	\$145,600	\$70,933,157	\$64,203,534
L1		12		\$0	\$658,770	\$658,770
Totals			243.1834	\$3,944,370	\$233,054,469	\$221,819,103

2025 CERTIFIED TOTALS

Property Count: 9,159

CBN - CITY OF BOERNE

Grand Totals

7/18/2025 10:38:23AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	A - Residential - Shared Property	3	0.5520	\$0	\$239,520	\$239,520
A1	A1-SINGLE FAMILY RES LAND & IMPF	6,034	2,036.1277	\$95,674,980	\$2,901,401,284	\$2,639,854,983
A2	A2-REAL MH & LAND WITH SAME OW	18	5.8276	\$30,910	\$2,931,510	\$2,602,584
B1	B1	31	98.6524	\$166,990	\$95,184,517	\$93,694,291
B2	B2	96	47.6671	\$970,820	\$34,727,657	\$34,711,910
C	C	1	0.1650	\$0	\$39,310	\$39,310
C1	C1-ALL VACANT LOTS & LAND TRACT	628	1,036.7563	\$0	\$134,827,344	\$127,159,832
C2	C2	1	0.3700	\$0	\$100	\$100
D1	D1-QUALIFIED AG LAND	39	1,248.5730	\$0	\$33,970,975	\$96,940
D2	D2-IMPROVEMENTS ON QUALIFIED A	4		\$0	\$111,260	\$111,260
E1	E1-LAND & IMPROVEMENTS ON NON	24	56.1790	\$0	\$9,997,449	\$9,441,920
E2	E2-MH ON NON QUAL OPEN SPACE	1	0.5000	\$0	\$59,790	\$59,790
F1	F1-COMMERCIAL LAND & IMPROVEM	607	792.7518	\$12,757,860	\$764,666,281	\$747,153,741
F2	Industrial Real Property	8	11.0310	\$0	\$16,607,390	\$14,182,135
J3		9	4.5560	\$0	\$9,362,010	\$9,362,010
J4		9	0.4423	\$0	\$1,605,770	\$1,605,770
J7		1		\$0	\$384,360	\$384,360
L1		985		\$0	\$113,125,250	\$113,125,250
L2		42		\$0	\$65,797,840	\$44,347,913
M1	MH ON LAND OWNED BY SOMEONE I	10		\$0	\$196,680	\$196,680
O1	O1	168	38.8100	\$1,830,190	\$8,721,356	\$8,217,606
S		10		\$0	\$66,044,270	\$66,044,270
X	Totally Exempt Property	522	1,703.5255	\$0	\$778,190,850	\$0
Totals			7,082.4867	\$111,431,750	\$5,038,192,773	\$3,912,632,175

2025 CERTIFIED TOTALS

Property Count: 9,159

CBN - CITY OF BOERNE
Effective Rate Assumption

7/18/2025 10:38:23AM

New Value

TOTAL NEW VALUE MARKET:	\$111,431,750
TOTAL NEW VALUE TAXABLE:	\$105,491,964

New Exemptions

Exemption	Description	Count		
EX-XU	11.23 Miscellaneous Exemptions	1	2024 Market Value	\$0
EX-XV	Other Exemptions (including public property, rel	3	2024 Market Value	\$563,830
EX366	HB366 Exempt	43	2024 Market Value	\$180,880
ABSOLUTE EXEMPTIONS VALUE LOSS				\$744,710

Exemption	Description	Count	Exemption Amount
DP	Disability	2	\$0
DV1	Disabled Veterans 10% - 29%	4	\$41,000
DV2	Disabled Veterans 30% - 49%	5	\$37,500
DV3	Disabled Veterans 50% - 69%	7	\$72,000
DV4	Disabled Veterans 70% - 100%	22	\$264,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	2	\$24,000
DVHS	Disabled Veteran Homestead	21	\$10,124,391
HS	Homestead	235	\$0
OV65	Over 65	67	\$0
PARTIAL EXEMPTIONS VALUE LOSS		365	\$10,562,891
NEW EXEMPTIONS VALUE LOSS			\$11,307,601

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$11,307,601

New Ag / Timber Exemptions**New Annexations****New Deannexations**

Count	Market Value	Taxable Value
2	\$104,380	\$104,380

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
4,341	\$509,257	\$23,387	\$485,870
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
4,331	\$508,733	\$23,312	\$485,421

2025 CERTIFIED TOTALS

CBN - CITY OF BOERNE

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
341	\$233,054,469.00	\$195,742,902

KENDALL APPRAISAL DISTRICT



118 Market Avenue • Boerne, Texas 78006

July 24, 2025

City of Boerne
ATTN: Sarah Buckelew
447 N Main St
Boerne, TX 78006

RE: 2025 Tax Rate Calculation

Please find below information needed to calculate the 2025 tax rate.

- Current 2024 total taxable value excluding one- third motion over appraisal: **\$3,642,797,054**
- 2024 Tax Ceiling: **614,183,502**
- M & O taxes refunded for the years preceding tax year 2024: **\$33,229.34**
- I & S taxes refunded for the years preceding tax year 2024: **\$10,203.17**
- Total Refund: **\$43,432.51**
- Certified 2024 excess debt collections: **\$459,975.31**
- 2025 anticipated collections rate: **100%**

If you need any further information or assistance with the calculations, please contact our office.

Sincerely,

Crystal Rivera

Crystal Rivera, RTA
Tax Assessor Collector
Crystal.rivera@kendallad.org

2025 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Boerne

Taxing Unit Name

447 N Main St, Boerne, TX, 78006

Taxing Unit's Address, City, State, ZIP Code

(830) 249-9511

Phone (area code and number)

www.ci.boerne.tx.us

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 3,642,797,054
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 614,183,502
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 3,028,613,552
4.	Prior year total adopted tax rate.	\$ 0.4716 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 29,552,160 B. Prior year values resulting from final court decisions: - \$ 14,153,900 C. Prior year value loss. Subtract B from A. ³	\$ 15,398,260
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 0 B. Prior year disputed value: - \$ 0 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 0
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 15,398,260

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 3,044,011,812
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 104,380
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. <p>A. Absolute exemptions. Use prior year market value: \$ 744,710</p> <p>B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 10,562,891</p> <p>C. Value loss. Add A and B. ⁶</p>	\$ 11,307,601
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. <p>A. Prior year market value: \$ 0</p> <p>B. Current year productivity or special appraised value: - \$ 0</p> <p>C. Value loss. Subtract B from A. ⁷</p>	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 11,411,981
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 3,032,599,831
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 14,301,741
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 43,433
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 14,345,173
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ <p>A. Certified values: \$ 3,690,813,072</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0</p> <p>D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0</p> <p>E. Total current year value. Add A and B, then subtract C and D.</p>	\$ 3,690,813,072

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>195,742,902</u> B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u> C. Total value under protest or not certified. Add A and B.	\$ <u>195,742,902</u>
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>672,728,289</u>
21.	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>3,213,827,685</u>
22.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ¹⁹	\$ <u>105,491,964</u>
24.	Total adjustments to the current year taxable value. Add Lines 22 and 23.	\$ <u>105,491,964</u>
25.	Adjusted current year taxable value. Subtract Line 24 from Line 21.	\$ <u>3,108,335,721</u>
26.	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.4615</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²¹	\$ <u>0.0000</u> /\$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ <u>0.3532</u> /\$100
29.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>3,044,011,812</u>

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total prior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$ 10,751,450
31.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year. + \$ 33,229 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. - \$ 0 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 33,229 E. Add Line 30 to 31D.	\$ 10,784,679
32.	Adjusted current year taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,108,335,721
33.	Current year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.3470 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100

²² [Reserved for expansion]²³ Tex. Tax Code §26.044²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 / \$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. \$ 0 / \$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0 / \$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 / \$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100. \$ 0 / \$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0 / \$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0 / \$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 / \$100
39.	Adjusted current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.3470 / \$100
40.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. \$ 4,123.213 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.13265 / \$100 C. Add Line 40B to Line 39.	\$ 0.4796 / \$100
41.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.4964 / \$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0 /\$100
42.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 5,673,889 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 1,397,742 E. Adjusted debt. Subtract B, C and D from A.	\$ 4,265,147
43.	Certified prior year excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 459,975
44.	Adjusted current year debt. Subtract Line 43 from Line 42E.	\$ 3,816,172
45.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁰ 100 % B. Enter the prior year actual collection rate..... 101.05 % C. Enter the 2023 actual collection rate. 100.68 % D. Enter the 2022 actual collection rate. 100.26 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100.26 %
46.	Current year debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 3,806,276
47.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,213,827,685
48.	Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.1184 /\$100
49.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 41 and 48.	\$ 0.6148 /\$100
D49.	Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ 0 /\$100

²⁷ Tex. Tax Code §26.042(a)

²⁸ Tex. Tax Code §26.012(7)

²⁹ Tex. Tax Code §26.012(10) and 26.04(b)

³⁰ Tex. Tax Code §26.04(b)

³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0 /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 4,123,213
53.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,213,827,685
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.1283 /\$100
55.	Current year NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.4615 /\$100
56.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0 /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.6148 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.4865 /\$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,213,827,685
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0 /\$100

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.³⁹ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁰

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴¹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴² or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴³

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁴

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value A. Voter-approval tax rate (Line 68) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2024 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.4903 /\$100 \$ 0.00320 /\$100 \$ 0.48710 /\$100 \$ 0.47160 /\$100 \$ 0.01550 /\$100 \$ 3,051,049,688 \$ 472.912
64.	Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.47670 /\$100 \$ 0.00080 /\$100 \$ 0.47590 /\$100 \$ 0.47660 /\$100 \$ -0.00070 /\$100 \$ 2,981,820,808 \$ 0
65.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.45180 /\$100 \$ 0.49800 /\$100 \$ -0.04620 /\$100 \$ 0.45100 /\$100 \$ -0.49720 /\$100 \$ 2,528,389,232 \$ 0
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$ 472.912 /\$100
67.	2025 Unused Increment Rate. Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.01471 /\$100
68.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.50121 /\$100

³⁹ Tex. Tax Code §26.013(b)

⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴¹ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)

⁴² Tex. Tax Code §§26.0501(a) and (c)

⁴³ Tex. Local Gov't Code §120.007(d)

⁴⁴ Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁵ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁶

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.3470 /\$100
70.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,213,827,685
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.0156 /\$100
72.	Current year debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.1184 /\$100
73.	De minimis rate. Add Lines 69, 71 and 72.	\$ 0.4810 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁷

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁸

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2024 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0 /\$100
75.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁴⁹ If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁰ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
76.	Increase in 2024 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ 0 /\$100
77.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	Adjusted 2024 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. ⁵⁰	\$ 0 /\$100

⁴⁵ Tex. Tax Code §26.012(8-a)

⁴⁶ Tex. Tax Code §26.063(a)(1)

⁴⁷ Tex. Tax Code §26.042(b)

⁴⁸ Tex. Tax Code §26.042(f)

⁴⁹ Tex. Tax Code §26.042(c)

⁵⁰ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ 0 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.4615/\$100

As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

Indicate the line number used: 55

Voter-approval tax rate. \$ 0.4865 /\$100

As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).

Indicate the line number used: 58

De minimis rate. \$ 0.4810 /\$100

If applicable, enter the current year de minimis rate from Line 73.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵¹

**print
here** ➡

Sarah Buckelew

Printed Name of Taxing Unit Representative

**sign
here** ➡

Sarah Buckelew

Taxing Unit Representative

August 5, 2025

Date

⁵¹ Tex. Tax Code §§26.04(c-2) and (d-2)

Notice About 2025 Tax Rates

(current year)

Property Tax Rates in CITY OF BOERNE
(taxing unit's name)

This notice concerns the 2025 property tax rates for CITY OF BOERNE.
(current year) (taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$ 0.4615 /\$100

This year's voter-approval tax rate \$ 0.4865 /\$100

To see the full calculations, please visit SEE LINK BELOW for a copy of the Tax Rate Calculation Worksheet.
(website address)
<https://www.ci.boerne.tx.us/>

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
MAINTENANCE AND OPERATIONS	\$ 25,442,531
DEBT SERVICE	\$ 0

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
2016 G.O. REFUNDING	\$ 490,000	\$ 194,500	\$	\$ 684,500
2019 G.O. REFUNDING	280,000	9,973		289,973
2021 G.O. REFUNDING		52,383		52,383
2022 G.O. BOND SERIES 2023	145,000	392,350		837,350
2022 G.O. BOND SERIES 2025	1,800,000	151,966		1,951,966

(expand as needed)

Total required for 2025 debt service..... \$ 5,673,889
(current year)

–Amount (if any) paid from funds listed in unencumbered funds \$ 0

–Amount (if any) paid from other resources \$ 1,397,742

–Excess collections last year \$ 459,975

= Total to be paid from taxes in 2025 \$ 3,816,172
(current year)

+ Amount added in anticipation that the taxing unit will collect

only 100.26 % of its taxes in 2025 \$ -9,896
(collection rate) (current year)

=Total Debt Levy \$ 3,806,276

This notice contains a summary of the no-new-revenue and voter-approval calculations as

certified by Sarah Buckelew
(designated individual's name and position) (date)

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of KENDALL

Chief Financial Officer or Auditor: SARAH BUCKELEW

For the taxing unit: CITY OF BOERNE

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of CITY OF BOERNE on 8/1/2025.



Signature of Financial Officer or Auditor



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	RECEIVE THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026 AND CONFIRM THE PROPOSED TAX RATE OF \$0.4716/\$100 VALUATION.
Contact Person	Sarah Buckelew, Finance Director
Background Information	<p>The proposed budget was filed with the City Secretary and online for public viewing on Friday, August 8th. There will be two public hearings on the proposed budget during regularly scheduled council meetings August 26th and September 9th followed by 1st and 2nd readings of the ordinance to adopt the budget in the same regular City Council meetings.</p> <p>The proposed tax rate is \$0.4716 per \$100 valuation, which is lower than the voter approval rate. A presentation and agenda item to present the calculated tax rate will also occur in this meeting.</p>
Strategic Alignment	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	<ul style="list-style-type: none"> The Fiscal Year 2026 Proposed Budget can be reviewed online at the City's website.



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	CALL FOR AND SET THE FIRST PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026 FOR AUGUST 26, 2025, AT 6:00 P.M., AND A SECOND PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2025-2026 FOR SEPTEMBER 9, 2025 AT 6:00 P.M.
Contact Person	Sarah Buckelew, Finance Director
Background Information	<p>In accordance with Local Government Code Section 102, the City will hold a public hearing to discuss the proposed budget on August 26th at 6:00pm.</p> <p>Although not required by law, the City will hold a second public hearing to discuss the budget on September 9th at 6:00 pm.</p> <p>The proposed budget is available online for the public to view on the City's website. The budget will be discussed before the public hearings on August 26th and September 9th followed by 1st and 2nd readings of the ordinance to adopt the budget in the same regular City Council meetings.</p>
Strategic Alignment	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	The Fiscal Year 2026 Proposed Budget can be reviewed online at the City's website.



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	CALL FOR AND SET THE FIRST PUBLIC HEARING ON THE PROPOSED TAX RATE OF \$0.4716/\$100 VALUATION FOR FISCAL YEAR 2025-2026 FOR AUGUST 26, 2025 AT 6:00 P.M., AND THE SECOND PUBLIC HEARING ON THE PROPOSED TAX RATE OF \$0.4716/\$100 VALUATION FOR FISCAL YEAR 2025-2026 FOR SEPTEMBER 9, 2025 AT 6:00 P.M.
Contact Person	Sarah Buckelew, Finance Director
Background Information	<p>The City's No-new-revenue tax rate for FY 2025-2026 is \$0.4615/\$100 valuation. The current total tax rate is \$0.4716/\$100 valuation. The Property Tax Code and Truth in Taxation Laws require a public hearing to be held on any proposed tax rate that is in excess of the No-new-revenue tax rate of \$0.4615/\$100 valuation.</p> <p>Applicable laws also require the City to publish a notice for the public hearing. The proposed tax rate must be included in those publications.</p> <p>Public hearings will be held on August 26th and September 9th followed by 1st and 2nd readings of the ordinance to adopt the budget in the same regular City Council meetings.</p> <p>The motion to call for the public hearing must include the proposed rate of \$0.4716/\$100 valuation.</p>
Strategic Alignment	F1: Committing to strategic, responsible, and conservative financial management.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	<p>Applicable tax rate calculations and notices are posted on the City's website</p> <p>Presentation will be made during the Council meeting</p>



AGENDA ITEM SUMMARY

Agenda Date	August 12, 2025
Requested Action	PRESENTATION AND CONSIDERATION OF THE PROPOSED PLAN OF FINANCE FOR 2022 VOTER-APPROVED GENERAL OBLIGATION BONDS, SERIES 2025.
Contact Person	Sarah Buckelew, Finance Director
Background Information	<p>At an election held on November 8, 2022, the City successfully passed two propositions for a Quality of Life Bond related to streets and parks improvements. The amount authorized for Proposition A “Streets” was \$23 million, and the amount authorized for Proposition B “Parks and Recreation” was \$13 million. The City issued the first Series 2023 in the amount of \$18 million.</p> <p>Bids for the City of Boerne General Obligation Bond, Series 2025 in the amount of \$4,000,000 to be issued for Proposition B are due by Tuesday, September 9, 2025. Representatives from Hilltop Securities will present to Council the results of the bids received as well as our recommendation at the regularly scheduled Council meeting on September 9th.</p> <p>Staff, along with the City’s financial advisor, will present the plan of finance for the General Obligation Bonds, Series 2025 in the amount of \$4,000,000 and request that Council provide direction on proceeding with the plan as presented.</p>
Strategic Alignment	Fiscal Excellence
Financial Considerations	Bids received will be presented at the September 9, 2025 council meeting.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Boerne GO 2025 Schedule of Events



CITY OF BOERNE, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2025

As of July 16, 2025

Jul-25						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

HOLIDAY

Aug-25						
S	M	T	W	Th	F	S
		5	6	7	8	9
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sep-25						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

HOLIDAY

Date	Event	Responsible Party
Friday, 07/25/25	Certification of Taxable Assessed Value	Kendall CAD
Monday, 07/28/25	Distribution of 1st draft Preliminary Official Statement ("POS") and Notice of Sale ("NOS") for comments and send POS to rating agency	FA
Monday, 08/4/25	Deadline to provide comments to 1st draft of POS and NOS	City Staff, BC
Tuesday, 08/5/25	Distribution of 2nd draft POS and NOS for comments and send POS to rating agency	FA
Tuesday, 08/12/25	(1) Presentation of Plan of Finance to issue General Obligation Bonds, Series 2025 to City Council (2) City Council considers and approves Plan of Finance and directs staff and consultants to implement	City Staff / FA Council
Tuesday, 08/12/25	Deadline to provide comments to 2nd draft of POS and NOS	All parties
Wednesday, 08/13/25	Distribution of 3rd draft POS and NOS for final comments	FA
Thursday, 08/14/25	1 pm to 4pm - Bond Rating Review and Due Diligence Review	All parties
Monday, 08/25/25	Deadline to provide FINAL comments to POS and NOS	All parties
Thursday, 08/28/25	Rating due from Rating Agency	RA
Tuesday, 09/2/25	Publication of POS and NOS	FA
Tuesday, 09/9/25	Pricing of the General Obligation Bonds, Series 2025 City Council considers and approves Ordinance Authorizing the Issuance of the General Obligation Bonds, Series 2025	UWs / FA Council
Thursday, 09/18/25	Distribution of Final Official Statement	FA
<i>Prior to Closing</i>	<i>Attorney General Approves Sale</i>	<i>AG, BC</i>
Thursday, 09/25/25	Closing of the Series 2025 issue and delivery of funds to the City	UW, BC, PA, EA

Key Actions to be Taken by City Council

Key Actions to be Taken by City