

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
August 8, 2023 – 6:00 PM

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

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

1. CALL TO ORDER – 6:00 PM

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

4. [2023-604](#) PRESENTATION ON STATE LAW REQUIREMENTS OF MORATORIUMS.

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. [2023-592](#) CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL CALLED

CITY COUNCIL MEETING OF JULY 18, 2023 (ETHICS TRAINING)
AND THE REGULAR CALLED CITY COUNCIL MEETING OF JULY 25,
2023.

Attachments: [Minutes.23.0718 Ethics Training](#)
[Minutes.23.0725](#)

- B. [2023-585](#) CONSIDER RESOLUTION NO. 2023-R56; A RESOLUTION
APPROVING A CONTRACT RENEWAL WITH BLUE CROSS BLUE
SHIELD OF TEXAS (BCBS) TO PROVIDE MEDICAL BENEFITS FOR
PLAN YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024.

Attachments: [AIS BCBS Contract Renewal FY2024](#)
[Resolution No. 2023-R56](#)
[2023 CITY OF BOERNE TX346935 BPA](#)
[City of Boerne - Marketing Exhibit.BCBS](#)

- C. [2023-586](#) CONSIDER RESOLUTION NO. 2023-R57; A RESOLUTION
APPROVING A CONTRACT RENEWAL WITH GUARDIAN TO
PROVIDE DENTAL, VISION, AND ANCILLARY PRODUCTS FOR
PLAN YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024.

Attachments: [AIS Guardian Contract Renewal FY2024](#)
[Resolution No. 2023-R57](#)

- D. [2023-615](#) CONSIDER RESOLUTION NO. 2023-R58; A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO AND MANAGE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND
ALAMO AREA COUNCIL OF GOVERNMENTS FOR E9-1-1 PUBLIC
SAFETY ANSWERING POINT SERVICES.

Attachments: [AIS AACOG E911](#)
[Resolution No. 2023-R58](#)
[City of Boerne Interlocal Agreement FY_2024-2025](#)

- E. [2023-588](#) CONSIDER MAYORAL APPOINTMENT TO THE VISIT BOERNE
ADVISORY BOARD.

Attachments: [AIS Visit Boerne Advisory Board Appointment](#)

6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2023-589](#) PRESENTATION AND CONSIDER ON SECOND READING
ORDINANCE NO. 2023-09; AN ORDINANCE OF THE CITY OF

BOERNE, TEXAS, REPEALING AND REPLACING CHAPTER 23 OF THE CODE OF ORDINANCES, CITY OF BOERNE, TEXAS, TO GOVERN SHORT-TERM RENTALS; PROVIDING REGULATIONS AND PERMITTING FOR THE OPERATION AND USE OF SHORT-TERM RENTALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING AN EFFECTIVE DATE; AND ACKNOWLEDGING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT. (Regulation of short-term rental properties)

Attachments: [AIS - STR Second Reading Aug 8.2023](#)
[Clean.Draft for 2nd Reading - STR Ordinance No. 2023-09](#)
[Redline.Draft for 2nd Reading - STR Ordinance No. 2023-09](#)
[Active Short-Term Rentals July 25](#)
[STR Separation Diagram](#)
[Overlay Districts with STRs](#)
[Commercial Properties with STRs](#)
[Final STR Regs Comparison \(Various Cities\) July 25](#)
[Draft STR Inspection checklist CBO 062223](#)

B. [2023-606](#) CONSIDER A ONE-TIME READING OF ORDINANCE 2023-22; AS PERMITTED BY THE CITY OF BOERNE’S HOME RULE CHARTER SECTION 3.11.A. (As described below)

C. [2023-587](#) CONSIDER ORDINANCE NO. 2023-22; ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachments: [AIS Bond issuance series 2023](#)
[Ordinance No. 2023-22](#)

7. RESOLUTIONS:

A. [2023-422](#) CONSIDER RESOLUTION NO. 2023-R59; A RESOLUTION OF THE

CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, ACCEPTING THE REQUEST AND SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF A PORTION OF RIGHT-OF-WAY ON INTERSTATE HIGHWAY 10, 12 SPENCER ROAD (KAD. NO. 37948), 2B SPENCER ROAD (KAD. NO. 37947), 2 SPENCER ROAD (KAD NO. 14354), 8 SPENCER ROAD (KAD. NO. 36891), A PORTION OF RIGHT-OF-WAY ALSO KNOWN AS SPENCER ROAD, A PORTION OF 10 SPENCER ROAD (KAD NO. 14916) AND A PORTION OF WEST STATE HIGHWAY 46 (KAD. NO. 14918) BY THE CITY OF BOERNE, TEXAS; AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND CONSIDER APPROVAL OF A MUNICIPAL SERVICE PLAN AGREEMENT. (Set Public Hearing for September 12, 2023, at 6:00 p.m. for the proposed annexation of a portion of Spencer Ranch)

Attachments:

[AIS - Birch at Spencer Ranch Set Public Hearing](#)

[Att 1 -Resolution No. 2023-R59](#)

[Att 2 - Spencer Ranch Agreement Executed Jun1621](#)

[Att 3 - Annexation Area Map](#)

- B. [2023-609](#) RECEIVE BIDS AND CONSIDER RESOLUTION NO. 2023-R60; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDING THE CONTRACT FOR THE RIVER ROAD BANK PARK STABILIZATION PROJECT TO _____ FOR AN AMOUNT NOT TO EXCEED \$_____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.

Attachments:

[AIS River Road Bank Stabilization Construction](#)

[Resolution No. 2023-R60](#)

[RRPark Bid tab](#)

[InTEC Construction Admin & Test](#)

[RRPBS Project Construction Summary](#)

- C. [2023-611](#) CONSIDER RESOLUTION NO. 2023-R61; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND ECOSYSTEM PLANNING & RESTORATION FOR THE RIVER ROAD PARK BANK STABILIZATION PROJECT CONSTRUCTION ADMINISTRATION AND OVERSIGHT FOR AN AMOUNT NOT TO

EXCEED \$75,770.00.

Attachments: [AIS River Road Bank Stabilization Construction Admin Resolution No. 2023-R61](#)
[RRP_ConAdm_Oversight_Scope_20230726_rev1](#)

- D. [2023-596](#) CONSIDER RESOLUTION NO. 2023-R62; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A SHARED SERVICES AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HILL COUNTRY FAMILY SERVICES.

Attachments: [AIS HCFS Shared Services Agreement 23 Resolution No. 2023-R62](#)
[HCFS Expense Report 2023](#)
[Delegate Agency Agreement - 2023](#)

8. OTHER:

- A. [2023-555](#) RECEIVE THE CITY OF BOERNE'S 2023 CERTIFIED APPRAISAL ROLL VALUES, TAX RATE CALCULATION, CERTIFICATION OF ADDITIONAL SALES TAX FORM AND CERTIFY ANTICIPATED COLLECTION RATE AND EXCESS DEBT COLLECTIONS.

Attachments: [AIS 2023 Certified Values](#)

- B. [2023-603](#) RECEIVE AND APPROVE THE THIRD QUARTER FINANCIAL AND INVESTMENT REPORTS FOR FISCAL YEAR 2023.

Attachments: [AIS - June 2023 Qtrly Report](#)
[June 2023 Quarterly Report](#)

9. CITY MANAGER'S REPORT:

- A. [2023-595](#) WATER CONSERVATION - CONSUMPTION AND ENFORCEMENT UPDATE.

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

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

- A. [2023-571](#) SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY TO RECEIVE AND DISCUSS LEGAL ISSUES RELATED TO ESTABLISHMENT, IMPLEMENTATION AND ENFORCEMENT OF

FLOODPLAIN REGULATIONS.

B. [2023-593](#) SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY, DISCUSSION ON VALUE OF LAND, IMPROVEMENTS, AND POSSIBLE SALE OF THE FORMER PUBLIC WORKS BUILDING LOCATED AT 400 EAST BLANCO ROAD.

C. [2023-594](#) SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY, DISCUSSION ON VALUE OF LAND, IMPROVEMENTS, AND POSSIBLE SALE OF THE FORMER CITY HALL BUILDING LOCATED AT 402 EAST BLANCO ROAD.

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

A. [2023-607](#) CONSIDER A ONE-TIME READING OF ORDINANCE 2023-23; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.11.A. (As described below)

B. [2023-572](#) CONSIDER ORDINANCE NO. 2023-23; AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY AND IMPROVEMENTS LOCATED AT 400 E. BLANCO ROAD, BOERNE, KENDALL COUNTY, TEXAS (THE "PROPERTY") TO _____, IN THE AMOUNT OF \$_____ PLUS TITLE AND OTHER CLOSING COSTS; DECLARING THAT THE PROPERTY IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND SPECIAL WARRANTY DEED; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

C. [2023-608](#) CONSIDER A ONE-TIME READING OF ORDINANCE 2023-24; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER SECTION 3.11.A. (As described below)

D. [2023-573](#) CONSIDER ORDINANCE NO. 2023-24; AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY AND IMPROVEMENTS LOCATED AT 402 E. BLANCO ROAD, BOERNE, KENDALL COUNTY, TEXAS (THE "PROPERTY") TO _____, IN THE AMOUNT OF \$_____ PLUS TITLE, BROKER'S FEES, AND OTHER CLOSING COSTS; DECLARING THAT THE PROPERTY IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE

AGREEMENT AND SPECIAL WARRANTY DEED; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

13. ADJOURNMENT

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the 4th day of August, 2023 at 5:00 p.m.

s/s Lori A. Carroll
City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

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

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

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

MINUTES
SPECIAL CALLED JOINT TRAINING WORKSHOP OF THE
CITY COUNCIL, PLANNING AND ZONING COMMISSION,
HISTORIC LANDMARK COMMISSION, ETHICS REVIEW COMMISSION,
VISIT BOERNE ADVISORY BOARD, BOERNE PUBLIC LIBRARY ADVISORY BOARD,
ZONING BOARD OF ADJUSTMENTS, AND THE DESIGN REVIEW COMMISSION
City Hall
Ronald C. Bowman Council Chambers
447 N. Main Street
Boerne, TX 78006
July 18, 2023 – 5:00 PM

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

Present: 4 - Mayor Frank Ritchie, Council Member Sharon D. Wright, Council Member Bryce Boddie, and Council Member Joseph Macaluso

Absent: 2 - Mayor Pro Tem Ty Wolosin, and Council Member Quinten Scott

Staff Present: Ben Thatcher, Siria Arreola, Lori Carroll, Nathan Crane, Mike Mann, Mick McKamie, Mike Raute, Kelly Skovbjerg, Andrea Snouffer, Jeanette Teague, Heather Wood, and Larry Woods.

1. CALL TO ORDER – 5:00 PM

The meeting was called to order at 5:01 p.m.

2. PUBLIC COMMENTS:

No Public Comments were received.

3. DISCUSSION ITEMS:

A. [2023-544](#) ANNUAL ETHICS TRAINING
I. ETHICS ORDINANCES

B. [2023-545](#) OPEN GOVERNMENT LAWS - OPEN MEETINGS ACT AND PUBLIC INFORMATION ACT

C. [2023-546](#) OTHER IMPORTANT STATUTES

City Attorney Mick McKamie presented an overview of the City's Ethics Ordinance covering the purpose of the Ordinance, who it applies to, various types of ethical conflicts, and the comparable state statutes on ethics.

4. ADJOURNMENT

The meeting was adjourned at 6:00 p.m.

Approved:

Mayor

Attest:

City Secretary

MINUTES
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
July 25, 2023 – 6:00 PM

Minutes of the Regular Called City Council Meeting of July 25, 2023.

Staff Present: Ben Thatcher, Siria Arreola, Sarah Buckelew, Jeff Carroll, Lori Carroll, Lissette Jimenez, Alicia Kreh, Mike Mann, Mike Raute, Steve Riggs, Chris Shadrock, Kristy Stark, and Larry Woods. City Attorney Mick McKamie attended virtually.

Recognized / Registered Guests: Robert Imler, Toni Anne Dashiell, BradWilson, Jessica Espelage, Jackie Sotello, Alex Rudd, Mike and Carol Schultz, Shelly Korrot, Pamela Bild, Gary Bild, Doris Patriarca, Lance Kyle, Mike Luckey, Michael R. Wheeler, Linda Bannister, Pete Robinson, Ben Eldredge, Jeff and Judy Joseph, Lenore Ockerberg, Mark and Donna Lagleder.

1. CALL TO ORDER – 6:00 PM

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

Present: 6 - Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council Member Sharon D. Wright, Council Member Quinten Scott, Council Member Bryce Boddie, and Council Member Joseph Macaluso

Mayor Ritchie called on Shelly Korrot, Living Hope Church to provide the Invocation.

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

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. PROCLAMATIONS:

A. PRESENT PROCLAMATION TO "DAY 1 BAGS" FOR EFFORTS IN THE LEGISLATIVE PASSAGE OF HB NO. 3765 - LUGGAGE FOR FOSTER CHILDREN.

Mayor Ritchie read aloud the "Day 1 Bags" Proclamation. Senator Campbell spoke regarding the significance of House Bill 3765. Hunter Beaton stated that the "Day 1 Bags" project started as a scout project here in Boerne. He is proud that the state is recognizing the needs of foster children.

4. PUBLIC COMMENTS:

Mark and Donna Lagleder, 118 Mesquite spoke regarding their property which is impacted by the flood plain ordinance.

Lisa Espelage, 313 Theissen spoke regarding San Antonio River Authority draft that expands the 100 year flood plain.

Bob Imler, 215 West Bandera Road spoke regarding the current drought. He requested a moratorium on new development for 12 months. He asked that the City Council consider adding well level monitors to the city's website.

Brad Wilson, 123 East Evergreen spoke regarding short term rentals. He expressed appreciation to staff for the work that has been done on the STR ordinance. He stated that the separation distance is a concern.

Alex Rudd, 68 La Cancion spoke on water supply. She asked the City Council to consider a moratorium on development.

Carol Schultz, 212 Schleicher Street spoke regarding short term rentals. She would like the separation distance to be further. She suggested one STR per block. As a realtor, she believes in free market, but there is a need to think about the citizens.

Mike Luckey, 110 Walters Road spoke regarding annexations, that the city has abused the law. He stated that the city's Unified Development Code is overly restrictive.

Ben Eldredge, Board Member of the Cow Creek Groundwater Conservation District stated that Cow Creek has moved to Stage 4 restrictions. He reminded the City Council of the report from the Kendall County Water Planning Committee. He provided a Summary of Water Conservation Opportunities to the City Council Members.

Lanore Ockerberg, 113 Wanda Street stated that staff has done a good job taking suggestions on the Short Term Rental ordinance. She suggested the separation distance be by percentage. She expressed concerns with the Offenses section of the proposed ordinance and suggested the owners have the option to hire a private inspector rather than a city inspector.

Nancy White, 401 S. Breckenridge spoke regarding short tem rental separation. She stated she has some experience with city regulations having served on a Home Rule Charter Commission, Planning and Zoning Commission, and the Rudat Study.

5. CONSENT AGENDA:

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

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

A. CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING ON JUNE 27, 2023.

THE MINUTES WERE APPROVED.

B. CONSIDER RESOLUTION NO. 2023-R51; A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN UPPER CIBOLO CREEK WATERSHED SUPPLEMENTAL WATERSHED AGREEMENT NO. 1 BETWEEN KENDALL COUNTY SOIL AND WATER CONSERVATION DISTRICT # 216 (SWCD), KENDALL COUNTY COMMISSIONERS COURT, CITY OF BOERNE, AND THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE (NRCS). (NRCS design agreement for Dam #2)

THE RESOLUTION WAS APPROVED.

- C. CONSIDER RESOLUTION NO. 2023-R52; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DEVELOPER PARTICIPATION CONTRACT BETWEEN THE CITY OF BOERNE AND GREEN LAND VENTURES, LTD, FOR THE OVERSIZING OF A WATER MAIN IN RANCHES AT CREEKSIDE UNIT 2B FOR A TOTAL NOT TO EXCEED \$23,173.00.

THE RESOLUTION WAS APPROVED.

6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. CONSIDER THE UN-TABLING OF ORDINANCE NO. 2023-09, AS DESCRIBED BELOW. (Tabled on June 27, 2023)

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER SCOTT, TO APPROVE THE UN-TABLING OF ORDINANCE NO. 2023-09, AS DESCRIBED BELOW. (TABLED ON JUNE 27, 2023). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

- B. PRESENTATION AND CONSIDER ON FIRST READING ORDINANCE NO. 2023-09; AN ORDINANCE OF THE CITY OF BOERNE, TEXAS, REPEALING AND REPLACING CHAPTER 23 OF THE CODE OF ORDINANCES, CITY OF BOERNE, TEXAS, TO GOVERN SHORT-TERM RENTALS; PROVIDING REGULATIONS AND PERMITTING FOR THE OPERATION AND USE OF SHORT-TERM RENTALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A

SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING AN EFFECTIVE DATE; AND ACKNOWLEDGING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT. (Regulation of short-term rental properties)

Mayor Ritchie called on Ms. Kristy Stark, Assistant City Manager. Ms. Stark stated that since the June city council meeting, staff has done additional research, listened to the citizens and city council members, and have consulted with legal. She discussed the draft of the proposed short term rental (STR) ordinance. Discussion ensued regarding an inspector, insurance, occupancy limits, variance requests, events, parking, offense penalty, and transferability.

Council Member Boddie left the meeting at 8:18 p.m. and returned at 8:20 p.m.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BODDIE, TO APPROVE ON FIRST READING ORDINANCE NO. 2023-09; AN ORDINANCE OF THE CITY OF BOERNE, TEXAS, REPEALING AND REPLACING CHAPTER 23 OF THE CODE OF ORDINANCES, CITY OF BOERNE, TEXAS, TO GOVERN SHORT-TERM RENTALS; PROVIDING REGULATIONS AND PERMITTING FOR THE OPERATION AND USE OF SHORT-TERM RENTALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING AN EFFECTIVE DATE; AND ACKNOWLEDGING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, WITH THE FOLLOWING TERMS: TO ALLOW STR'S IN RESIDENTIALLY ZONED AREAS WITH A MINIMUM SEPARATION DISTANCE OF ONE STR PER EVERY 200 FEET OF A BLOCK FACE; ALLOW STR'S IN OVERLAY DISTRICTS WITH THE SAME SEPARATION DISTANCE FOR RESIDENTIAL PROPERTIES AS INDICATED BY COUNCIL FOR RESIDENTIALLY ZONED AREAS; ALLOW STR'S WITHIN THE OVERLAY DISTRICT WITH NO SEPARATION TO EXCLUDE C-4 ZONES; OCCUPANCY - TWO PER BEDROOM SUBJECT TO IRC GUIDELINES; TRANSFERABILITY - 90 DAY WINDOW; OPTION OF PRIVATE CERTIFIED INSPECTOR AT OWNERS EXPENSE; AND ANNUAL UPDATE OF SHORT TERM RENTAL STATUS. (REGULATION OF SHORT-TERM RENTAL PROPERTIES). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

7. RESOLUTIONS:

A. CONSIDER RESOLUTION NO. 2023-R53; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, ACCEPTING 2.79 ACRES OF LAND IN THE BLUFFVIEW MULTI-FAMILY MAJOR PLAT SUBDIVISION, DONATED BY ROERS COMPANIES; DEDICATING THE PROPERTY AS PARKLAND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

Mayor Ritchie called on Nathan Crane, Interim Planning Director. Mr. Crane spoke on an opportunity for the city to accept some parkland. He displayed a location map and reviewed the history of the Bluffview property. This opportunity will allow a trail connection under IH-10.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE RESOLUTION NO. 2023-R53; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, ACCEPTING 2.79 ACRES OF LAND IN THE BLUFFVIEW MULTI-FAMILY MAJOR PLAT SUBDIVISION, DONATED BY ROERS COMPANIES; DEDICATING THE PROPERTY AS PARKLAND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

B. CONSIDER RESOLUTION NO. 2023-R54; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, ACCEPTING 6.06 ACRES OF LAND IN THE COLLECTION AT BOERNE MAJOR SUBDIVISION PLAT, DONATED BY RIVER ROAD BOERNE - TX-BTR, LP; DEDICATING THE PROPERTY AS PARKLAND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. (Parkland Dedication to the City by the Collection at Boerne)

Mr. Crane continued with parkland dedication of Collection at Boerne. He displayed a map of the location. This opportunity will provide Brown's Creek trail system and drainage protection zones.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER WRIGHT, TO APPROVE RESOLUTION NO. 2023-R54; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, ACCEPTING 6.06 ACRES OF LAND IN THE COLLECTION AT BOERNE MAJOR SUBDIVISION PLAT, DONATED BY RIVER ROAD BOERNE - TX-BTR, LP; DEDICATING THE PROPERTY AS PARKLAND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. (PARKLAND DEDICATION TO THE CITY BY THE COLLECTION AT BOERNE). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

Mayor Ritchie called for a meeting break at 8:51 p.m.

Mayor Ritchie reconvened the meeting at 8:57 p.m.

8. CITY MANAGER'S REPORT:

Mayor Ritchie called on City Manager Ben Thatcher to provide the City Manager's Report.

A. TRAFFIC AND SAFETY TASK FORCE UPDATE.

City Manager Thatcher called on Assistant City Manager Danny Zincke to provide an overview of the established task force for traffic and safety. The task force, made up of city staff from various departments will focus on various areas such as community events, planning and permitting, regional traffic and safety concerns and review and consider options regarding citizen's concerns.

B. WATER CONSERVATION UPDATE.

City Manager Thatcher asked Mr. Mike Mann, Utilities Director to provide an

update on water conservation. He stated that the city has been in Stage 1 restrictions since August 2020. Recently, a recorded robocall went out to city property owners from the Mayor with a reminder to conserve water. Immediately, the city saw a reduction in water usage. Mr. Mann discussed the water production resources, potable and reclaimed water availability. Mr. Thatcher stated that the top 100 water users will receive a letter.

C. MONTHLY PROJECTS REPORT.

City Manager Thatcher reviewed the status of various city projects.

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

No comments were received.

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

Mayor Ritchie convened the City Council into Executive Session at 9:43 p.m.

A. SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY REGARDING ANNEXATION AND DISANNEXATION PROCESSES.

NO ACTION WAS TAKEN.

B. SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY REGARDING AN ACQUISITION OF A UTILITY EASEMENT.

NO ACTION WAS TAKEN.

C. SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY, DISCUSSION ON VALUE OF LAND, IMPROVEMENTS, AND POSSIBLE SALE OF THE FORMER CITY HALL BUILDING. (402 E Blanco Rd.)

NO ACTION WAS TAKEN.

D. SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY, DISCUSSION ON VALUE OF LAND, IMPROVEMENTS, AND POSSIBLE SALE OF THE FORMER PUBLIC WORKS BUILDING. (400 E Blanco

Rd.)

NO ACTION WAS TAKEN.

- E. SECTION 551.071 - CONSULTATION WITH ATTORNEY AND SECTION 551.087 - DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS REGARDING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE, BOERNEBAK, LLC, BOERNEBAK II, LLC AND PULTE HOMES OF TEXAS, L.P. (WCID NO. 3A).

NO ACTION WAS TAKEN.

- F. SECTION 551.071 - CONSULTATION WITH CITY'S ATTORNEY REGARDING DEVELOPMENT MORATORIUM.

NO ACTION WAS TAKEN.

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

Mayor Ritchie reconvened the City Council into Open Session at 10:40 p.m.

- A. CONSIDER RESOLUTION NO. 2023-R55; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE, BOERNEBAK, LLC, BOERNEBAK II, LLC AND PULTE HOMES OF TEXAS, L.P. (WCID NO. 3A).

A MOTION WAS MADE BY COUNCIL MEMBER BODDIE, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2023-R55; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE, BOERNEBAK, LLC, BOERNEBAK II, LLC AND PULTE HOMES OF TEXAS, L.P. (WCID NO. 3A). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

Mayor Ritchie called on City Attorney Alicia Kreh to speak on the moratorium process. She stated there is very restrictive legislation regarding residential

moratoriums. Any residential moratorium has to be tied factually to evident findings that come from the engineer that water and/or sewer is operating at, near, or beyond capacity. Based on the presentation this evening, this is not the case in the city.

12. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 10:42 p.m.

Approved:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date	AUGUST 8, 2023		
Requested Action	APPROVE RESOLUTION NO. 2023-R56; A RESOLUTION APPROVING A CONTRACT RENEWAL WITH BLUE CROSS BLUE SHIELD OF TEXAS (BCBS) TO PROVIDE MEDICAL BENEFITS FOR PLAN YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024.		
Contact Person	SUSAN FINCH		
Background Information	<p>In our recent budget meetings with Council, we discussed the potential of upwards of a 19% increase in our medical benefit plan premium with Blue Cross Blue Shield of Texas (BCBS). Through negotiations between City staff, our benefit consultant, Gallagher, and BCBS representatives, we were able to secure the renewal of our contract at a 13% increase, which equates to \$381,953 making the total annual premium \$3,320,089. BCBS has agreed to give us a one-time credit on our second invoice of the new plan year in the amount of \$86,254.00. Considering the latest loss ratio data we received, we were prepared for this possible increase.</p> <p>This is our second year with BCBS, and the consensus of the City Manager’s Office, the HR Director, and City staff is a strong desire to continue our relationship with them. As a reminder, the City currently pays the entire premium for the employee and covers 42% of the premium for dependents. Currently, the total number of participants in the medical benefit plan is 279.</p>		
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Other: <u>Employee Engagement, Recruiting & Retention</u> </td> </tr> </table>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Other: <u>Employee Engagement, Recruiting & Retention</u>
<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Other: <u>Employee Engagement, Recruiting & Retention</u>		
Strategic Alignment	<ul style="list-style-type: none"> ➤ B1 - Utilizing data to drive smart decision making. ➤ L2 - Fostering a strong culture of employee engagement. 		

Financial Considerations	The estimated cost of the City’s portion of the total annual premium is \$2,612,331. This cost is included in the City’s proposed FY2024 budget.
Citizen Input/Board Review	N/A
Legal Review	Legal reviewed our current contract with BCBS – this is merely a contract renewal.
Alternative Options	Go out to bid for new medical benefit options.
Supporting Documents	

RESOLUTION NO. 2023-R56

A RESOLUTION APPROVING A CONTRACT RENEWAL WITH BLUE CROSS BLUE SHIELD OF TEXAS (BCBS) TO PROVIDE MEDICAL BENEFITS FOR PLAN YEAR OCTOBER 1, 2023, TO SEPTEMBER 30, 2024

WHEREAS, the City of Boerne has been utilizing Blue Cross Blue Shield for employee medical benefits; and

WHEREAS, the City of Boerne desires to continue using Blue Cross Blue Shield for medical benefits for employees of the City for plan year October 1, 2023 to September 30, 2024; and

WHEREAS, the City Council finds it necessary to renew the contract for city employees medical health insurance with Blue Cross Blue Shield of Texas and authorize the City Manager to manage and execute the related contract and documents;

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

The City Council hereby authorizes a contract renewal with Blue Cross Blue Shield of Texas (BCBS) to provide medical benefits for plan year October 1, 2023, to September 30, 2024, and authorize the City Manager to manage and execute the related contract and documents.

PASSED and APPROVED on this the ____ day of August, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary



**BlueCross BlueShield
of Texas**

1001 E. Lookout Drive
Richardson, Texas 75082

**BENEFIT PROGRAM APPLICATION (“BPA”)
Blue Cross and Blue Shield of Texas (herein called “BCBSTX”)
LARGE GROUP PLANS**

Account Status: New Existing with Changes

Off Cycle Change: Yes No

Former BCBSTX ASO converting to fully insured

Account Number (6-digits): CITY OF BOERNE

Group Number(s): 346935 / 346936

Policy Effective Date (month/day/year): 10/01/2023

Policy Anniversary Date (month/day/year): 10/01/2024

Legal Account Name: CITY OF BOERNE

(Specify the Employer or the employee trust applying for coverage. An employee benefit plan may not be named)

NO CHANGES

GROUP INFORMATION

Employer Identification Number (“EIN”): _____

Standard Industry Code (“SIC”): _____

Nature of Business: _____

Primary (Mailing) Address: _____

City: _____

State: _____

Zip: _____

Administrative Contact:

Title:

Phone: _____

Fax: _____

Email: _____

Blue Access for EmployersSM (“BAESM”) Contact:

Title:

The BAE Contact is an Employee of the account who is authorized by the Employer to access and maintain the account in BAE.

Phone: _____

Fax: _____

Email: _____

Administrative Contact (if different from Primary):

Title:

Phone: _____

Fax: _____

Email: _____

Physical Address (if different from Primary - required): _____

City: _____

State: _____

Zip: _____

Contact: _____

Billing Address (if different from Primary): _____

City: _____

State: _____

Zip: _____

Proprietary and Confidential Information of Blue Cross and Blue Shield of Texas. Not for use or disclosure outside Blue Cross and Blue Shield of Texas, Employer, their respective affiliated companies, and third-party representatives, except with written permission of Blue Cross and Blue Shield of Texas.

Medical and Dental benefits are offered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Specified Disease, Accident and Vision insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Billing Contact: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

Do you cover any wholly owned subsidiary or affiliated companies? Yes No If yes, please list below:
Subsidiary Companies to be covered (if more than one, list within the Additional Provisions):

Subsidiary Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

Affiliated Companies to be covered (if more than one, list within the Additional Provisions):

Location(s): _____

The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities and public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health* Plan: Yes No

If Yes, is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified above? Yes No

If no, please specify your ERISA Plan Year (month/day/year): Beginning Date ___/___/___ End Date ___/___/___

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, please give legal reason for exemption:

- Federal Governmental plan (e.g., the government of the United States or agency of the United States)
- Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
- Church plan (complete and attach a Medical Loss Ratio Assurance form)
- Other; please specify: _____

Is your Non-ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified above? Yes No

If no, please specify your ERISA Plan Year (month/day/year): Beginning Date ___/___/___ End Date ___/___/___

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

<input checked="" type="checkbox"/> NO CHANGES	PRODUCER OF RECORD INFORMATION
---	---------------------------------------

1. *Producer/Agency** name to whom commissions are to be paid: _____
Producer Number of Producer or Agency: _____
Street Address: _____
City: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Is Producer/Agency appointed with BCBSTX? Yes No Affiliated with General Agent? Yes No

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2. Other Eligibility Provisions (check all that apply):

- Retiree of the Employer.
- Part-time Employee of the Employer.
- Other: _____

Are any classes of Employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion: _____

Domestic Partners covered: Yes No

A Domestic Partner means a person with whom the Employee has entered into a domestic partnership in accordance with the Employer's plan guidelines. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners may be eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any. Please indicate your election below:

- Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet
- No, Employer does not elect to offer continuation coverage to Domestic Partners (Domestic Partners are not eligible for continuation coverage)
- Other: _____

3. All current and new Employees must satisfy the substantive eligibility criteria and required Waiting Period in order for coverage to become effective. Covered Dependents do not have to satisfy a Waiting Period to become effective, but in no instance shall a Dependent be covered prior to the Employee's effective date.

If a person is added to the Policy and it is later determined that the Policyholder reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Policyholder provided to the Plan, the Plan reserves the right to retroactively adjust the coverage date for such person.

What is the effective date for a newly eligible person who becomes effective after the Employer's initial enrollment? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

- The date of employment (date of hire).
- The _____ day (standard is first (1st) or fifteenth (15th)) of the month following the date of employment.
- The _____ day (standard is first (1st) or fifteenth (15th)) of the month following select one days of employment.
- The _____ day (standard is first (1st) or fifteenth (15th)) of the month following select one month(s) of employment.

Substantive Eligibility Criteria (Optional): Provide a representation below regarding the terms of any eligibility conditions (other than any applicable Waiting Period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan. If any of these eligibility conditions change, you are required to submit a new BPA to reflect that new information.

Check all that apply:

- An Orientation Period that:
 1. Does not exceed one (1) month (calculated by adding one (1) calendar month and subtracting one (1) calendar day from an Employee's start date); and
 2. If used in conjunction with a Waiting Period, the Waiting Period begins on the first (1st) day after the orientation period.
- A Cumulative hours of service requirement that does not exceed 1200 hours

- An hours-of-service per period (or full-time status) requirement for which a measurement period is used to determine the status of variable-hour Employees, where the measurement period:
1. Starts between the Employee's date of hire and the first (1st) day of the following month;
 2. Does not exceed twelve (12) months; and
 3. Taken together with other eligibility conditions does not result in coverage becoming effective later than thirteen (13) months from the Employee's start date plus the number of days between a start date and the first (1st) day of the next calendar month (if start day is not the first (1st) day of the month).
- Other substantive eligibility criteria not described above; please describe: _____

(HMO only) What is the effective date of coverage for a Newly Eligible Employee who becomes effective after the Employer's initial enrollment date? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

- The first (1st) day of the month following the date of employment (date of hire).
 The first (1st) day of the month following select one days of employment.
 The first (1st) day of the month following select one month(s) of employment.

4. **Are there multiple new hire Waiting Periods?** Yes No
 If yes, attach eligibility and contribution details for each section.

Is the Waiting Period requirement to be waived on initial group enrollment?

Health Yes No N/A Dental Yes No N/A

5. **Annual Open Enrollment:** For Health and Dental Plans only, an Eligible Person, who did not enroll under timely enrollment, may apply for individual coverage, family coverage or add Dependents during the Employer's annual Open Enrollment Period. Such person's individual coverage date, family coverage date and/or Dependent's coverage date will be the Policy Anniversary Date following the Open Enrollment Period, provided the application is dated and signed prior to that date.

The Open Enrollment Period will be held during a thirty-one (31) day period prior to the Policy Anniversary Date of the program. Specify start of annual Open Enrollment Period: _____.

6. **The minimum standard limiting age for covered Dependent children is twenty-six (26) years.** Hereafter, a Dependent Child, Child or Children means a natural child, a stepchild, a medical support order child, an eligible foster child, an adopted child (including a child for whom the Employee or their spouse is a party in a suit in which the adoption of the child is sought) regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors. To be eligible for coverage, a child of an Employee's child must also be dependent upon Employee for federal income tax purposes at the time application for coverage is made.

7. **Disabled Dependent:** Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). To administer medical certification of disabled Dependents, you may select option (a) standard rules or (b) custom rules. If (b) is selected there are additional selections regarding certification review, forms, and previous medical certification approvals.

- a. Disabled Dependent Administration will follow **standard rules**.
 A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26). Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

(HMO only) Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

- b. Disabled Dependent Administration will follow **custom rules**. Please make the following selections:

Age: A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26).

Certification Review: Please select one (1) option regarding administration of Certification Review.

- Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

(HMO only) Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

- Certification Review is administered by the Employer; there are no Disabled Dependent Certification Form requirements.

If Certification Review is administered by BCBSTX, please select one (1) option regarding forms:

- BCBSTX's Disabled Dependent Certification Form will be utilized.
 A custom/other Disabled Dependent Certification Form will be utilized.

If Certification Review is administered by BCBSTX, please select allowed or not allowed below:

An approved disabled Dependent medical certification from a prior carrier is allowed
 not allowed.

An approved disabled Dependent medical certification from a prior BCBS policy is
 allowed not allowed.

NO CHANGES

CURRENT ELIGIBILITY INFORMATION

Total number of Employees/Subscribers:

1. On payroll _____
2. On COBRA continuation coverage _____
3. With retiree coverage (if applicable) _____
4. Who work part-time _____
5. Serving the new hire Waiting Period _____
6. Declining because of other **group** coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____
7. Declining coverage (not covered elsewhere) _____

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NO CHANGES**(HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made by HMO in compliance with Texas regulations. Please mark your acceptance or declination. Acceptance may result in a rate adjustment.

In Vitro Fertilization Services

- Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected, an additional charge will be added to your rates.)**
- Decline** – If declined, no benefits are available.

Speech and Hearing Services

- Accept** – Benefits are paid same as any other illness.
- Decline** – If declined, medically necessary speech therapy is covered on an outpatient basis only. Hearing aid benefit is limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the HMO plans.

 NO CHANGES**(Non-HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made in compliance with Texas regulations. Please mark your acceptance or declination.

In Vitro Fertilization Services: Benefits for Medical-Surgical Expense incurred for in vitro fertilization procedures will be the same as for maternity care, provided specific requirements are met.

- Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected an additional charge will be added to your rates.)**
- Decline** – If declined, no benefits are available for these services.

Speech and Hearing Services: Benefits are available for the services of a physician or other provider to restore loss of or correct an impaired speech or hearing function. This benefit includes coverage for hearing aids.

- Accept** – If accepted, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function, with no benefit maximum on hearing aids.
- Decline** – If declined, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function; however, benefits for hearing aids are limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the Non-HMO plans.

NO CHANGES

LINES OF BUSINESS
(Check all applicable products)

Managed Health Care Coverage:

Single Option: PPO Plan _____

Multiple Plan Option:

Select up to four (4) plans. All plans may be PPO or HSA plans. If an HMO is selected, a PPO must also be selected.

Plan 1 PPO 1000 Plan **PPO**

Plan 2 PPO 2000 Plan **PPO**

Plan 3 HDHP with HAS Plan **HSA**

Plan 4 _____ **Select Product**

If an HMO plan is selected, indicate additional election(s) below (if applicable):

Additional Benefit Options:

Prescription Drug Program _____

Inpatient Mental Health Care (IPMH) Select IPMH

Durable Medical Equipment Select DME

See **HMO Legislative Elections** for In-Vitro Fertilization and Speech and Hearing Services options.

One hundred percent (100%) of Eligible Employees must reside, live, or work in the service area. The HMO service area includes all counties in Texas.

***If an HMO health plan is selected, please complete the HMO Non-Network Plan Certification (item 1) in the OTHER PROVISIONS section of this BPA.**

If HCA is selected, the HCA BPA with HCA Administrative Services Agreement must be completed, signed, and submitted.

If HSA/HDHP is selected, provide name of HSA Administrator or trustee: Ameriflex
(Vendor: **Other**)

FSA purchased: Yes No (If yes, select vendor) Vendor: **Select Vendor**

Health Reimbursement Account (HRA) purchased: Yes No (If yes, select vendor) Vendor: **Select Vendor**

Blue DirectionsSM If selected, the Blue Directions Addendum is attached and made part of the Policy

Health Care Management Services:

Wellbeing Management (WBM)

In-Hospital Indemnity Plan:

IHI

DENTAL BENEFIT PLANS:

Employer-Paid Dental

- Plan _____
- Dual Option: Plan 1 _____ Plan 2 _____

Voluntary Group Dental

Plan _____

BlueMax Advantage:

- Graduated dental benefit max
- Enhanced dental benefits

- Life, Disability, Specified Disease, Accident or Vision:** If checked, attach separate application for those coverages

COMMENTS: City of Boerne is renewing effective 10/01/2023 with no changes to medical plans.

NO CHANGES **ACCOUNT EXPERIENCE – NEW GROUPS ONLY**

Are there any new large claims or more than fifteen percent (15%) change in large claims previous provided?

- No – Skip the rest of this (Account Experience) section
- Yes – Please answer the below questions to the best of your knowledge. Note: any changes indicated below may impact rates and will require Underwriter approval. “Participant” means all Eligible Employees, Dependents, retirees, and COBRA Continuants.

1. Has any Participant received more than twenty thousand dollars (\$20,000) in medical benefits during the last twelve (12) months? Yes No
2. Is any Participant expected to have claims in excess of twenty thousand dollars (\$20,000) during the next twelve (12) months? Yes No
3. Is any Participant mentally or physically handicapped or disabled or not actively at work? Yes No
4. Has any Participant been diagnosed as having a high-risk condition? Yes No

If any question is answered “yes,” details must be provided below:

Participant Age	Diagnosis or Nature of the Disorder	Dates of Treatment	\$ Amount of Claims	Prognosis/Current Treatment

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STANDARD PREMIUM RATES

Yes No

	<i>For Internal Use Only - Blue StarSM Ben.Agree#: <u>BA0001</u> <u>PPO 1000</u></i>	<i>For Internal Use Only - Blue Star Ben.Agree#: <u>BA0002</u> <u>PPO 2000</u></i>	<i>For Internal Use Only - Blue Star Ben.Agree#: <u>BA0003</u> <u>HDHP w HSA Plan</u></i>	<i>For Internal Use Only - Blue Star Ben.Agree#: _____</i>	<i>For Internal Use Only - Blue Star Ben.Agree#: _____</i>	Total
1. Employee only:	\$ <u>655.77</u>	\$ <u>640.63</u>	\$ <u>630.20</u>	\$_____	\$_____	\$_____
2. Employee plus one (1) dependent (i.e., Employee plus one (1) spouse or one (1) child):	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3. Employee plus two (2) or more dependents:	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4. Employee plus Spouse:	\$ <u>1,331.23</u>	\$ <u>1,300.48</u>	\$ <u>1,279.32</u>	\$_____	\$_____	\$_____
5. Employee plus Child(ren) (i.e., Employee plus one (1) or more children):	\$ <u>1,154.17</u>	\$ <u>1,127.51</u>	\$ <u>1,109.16</u>	\$_____	\$_____	\$_____
6. Employee plus Family / Family:	\$ <u>1,934.56</u>	\$ <u>1,889.87</u>	\$ <u>1,859.11</u>	\$_____	\$_____	\$_____
7. Other: _____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Single Tier Rate structure - Complete item 1.						
Two Tier Rate structure - Complete items 1. and 6.						
Three Tier Rate structure - Complete items 1., 2., and 3.						
Four Tier Rate Structure - Complete items 1., 4., 5., and 6.						
Indicate "N/A" in any rate field that does not apply.						
Medicare Eligible Rates (When BCBSTX is Secondary Payer)						
Single Coverage:	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Family Coverage:	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

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HMO PROGRAM

Yes No

Account Status: New Group Existing Group

Choose One: Blue PremierSM HMO Blue Premier AccessSM HMO Blue EssentialsSM HMO

- a) Physician Service Charges:
 _____% of Claim Payments; \$_____ per enrollee per month for health Claim Payments; **or** N/A
- b) Service Fees:
 \$_____ per month per single enrollee; \$_____ per month per enrollee with one or more Dependents; **or** N/A
 Provider Table(s): _____
- c) HMO Managed Care Fee:
 \$_____ per HMO enrollee per month **or** N/A

NO CHANGES **FUNDING / CONTRIBUTION**

FUNDING ARRANGEMENT:

- Premium – Prospective
- (Non-HMO only)** Premium – Prospective Retention (Retro Contingent)
- (Non-HMO only)** Alternative Funding Minimum Premium Program – Prospective Minimum Premium (Retro Contingent). The standard premium and rate information does not apply to alternative funding programs. All information regarding premiums and the payments thereof for alternative funding programs can be found in the mutually agreed upon alternative funding agreement between the Employer and BCBSTX.

STANDARD PREMIUM INFORMATION

- 1. Premium Period:
 - The first (1st) day of each calendar month through the last day of each calendar month.
 - The fifteenth (15th) day of each calendar month through the fourteenth (14th) day of the next calendar month.
 - 15/16 Day Rule – premiums will be billed for the entire month for Participants with effective dates on the first (1st) through the fifteenth (15th) day of the month. Premiums will not be billed for the month when the Participant’s effective date falls on the sixteenth (16th) day through the end of the month.

2. The contribution of premium to be paid by the Employer is:

PRODUCT	Employee Only	Employee/Child(ren)	Employee/Spouse	Employee/Family
HEALTH				
Plan 1	% or \$	% or \$	% or \$	% or \$
Plan 2	% or \$	% or \$	% or \$	% or \$
Plan 3	% or \$	% or \$	% or \$	% or \$
Plan 4	% or \$	% or \$	% or \$	% or \$
DENTAL				
Plan 1	% or \$	% or \$	% or \$	% or \$
Plan 2	% or \$	% or \$	% or \$	% or \$

- 3. **(HMO only)** Grace Period: thirty (30) days – standard
- 4. Prior written notification by BCBSTX to Employer for change of premium rates is sixty (60) days

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5. Additional Information/Comments: _____

NO CHANGES

BILLING SPECIFICATIONS

Employees Listed: alphabetically by location

If by location, list locations including location numbers if applicable: _____

Sort by: Unique Identification Number (standard)
 Social Security Number

Billing format:

(complete only if special billing requirements are needed)

- Benefit Agreement
 - Also, Page Break
 - Categories
 - Multiple Billing Profiles
- Explanation: _____

Premium Delay:

(Underwriter approval required for options other than zero (0) day delay)

- Zero (0) day delay (standard)
- Thirty (30) day delay
- Sixty (60) day delay
- Ninety (90) day delay

NO CHANGES

ID CARD DELIVERY

Mail ID Cards to:

- Account
- Member's home (standard)

Note: if an HMO plan is selected, HMO ID cards must be mailed to the Member's home

NO CHANGES

OTHER PROVISIONS

1. **(HMO only) HMO Non-Network Plan Certification:** The Texas Insurance Code mandates HMOs whose network-based delivery system of coverage is the only health benefit coverage being offered under an Employer's health benefit plan must offer all Eligible Subscribers the opportunity to obtain other health coverage through a non-network plan at the time of enrollment and at least annually.

The non-network coverage required by law may be provided through a point-of-service contract, a preferred provider benefit plan, or any coverage arrangement that allows an Employee to access services outside the HMO's or limited provider network's delivery network. New and renewing groups who refuse to offer or certify that they offered a non-network plan concurrent with the HMO-only will not be allowed to purchase or renew coverage through BCBSTX. To comply with the provisions of this mandate, BCBSTX requests Employer groups certify a non-network plan will be offered to Eligible Subscribers.

Describe Non-Network Product Offered: _____

Authorized Company Official's Initials: _____

2. **EHB Election:** Employer elects EHBs based on the Texas benchmark.

3. This BPA is incorporated into and made a part of the Policy entered into and agreed upon by BCBSTX and the account.

4. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

5. **Reimbursement:** It is understood and agreed that in the event BCBSTX makes a recovery on a third-party liability claim, BCBSTX will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.

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6. **Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services):** BCBSTX engages with third-party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.
7. **Medical and Ancillary Package Pricing:** The rates shown in this Agreement reflect a volume-based discount in an amount up to three percent (3%) of the medical premium for the twelve (12) month period beginning on the Policy Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness and/or Vision product(s)) lapses during this twelve (12) month period, BCBSTX reserves the right to remove the volume-based discount attributable to the lapsed product on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

ADDITIONAL PROVISIONS:

- A. **Grandfathered Health Plans:** Employer shall provide BCBSTX with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a “plan”) qualifying as a “grandfathered health plan” under the Affordable Care Act and applicable regulations or any representation regarding any plan’s past, present and future grandfathered status. The grandfathered health plan form (“Form”), if any, shall be incorporated by reference and made part of the BPA and Group Policy, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSTX with any requested grandfathered health plan information, BCBSTX may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.
- B. **Retiree Only Plans and/or Excepted Benefits:** If the BPA includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an “exempt plan status”). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any plan’s exempt plan status or any representation regarding any plan’s past, present and future exempt plan status.
- C. Employer shall indemnify and hold harmless BCBSTX and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys’ fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSTX in connection with (a) any plan’s grandfathered health plan status, (b) any plan’s exempt plan status, (c) any directions, actions and interpretations of the Employer, and/or (d) any provision of inaccurate information, and/or (f) Employer’s selection of Essential Health Benefit (“EHB”) benchmark for the purpose of ACA. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Notwithstanding anything in the Policy or Renewal(s) to the contrary, BCBSTX reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Policyholder’s behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

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Renewals Only: (For the purposes of this Policy, the term “existing BPA” includes, if applicable, the initial Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.) If this BPA is blank, it is intentional, and this BPA is an addendum to the existing BPA. In such case, all terms of the existing BPA as amended from time to time shall remain in force and effect. However, beginning with the Employer’s first renewal date on or after September 23, 2010, the provisions of paragraphs A-C (above) shall be part of (and be in addition to) the terms of the existing BPA as amended from time to time.

Summary of Benefits and Coverage (“SBC”): The SBC Addendum is attached and made a part of the Policy. BCBSTX will create the SBC (only for benefits BCBSTX insures under the Policy) and provide the SBC to the Employer in electronic format. If the Employer approves of the content, Employer will then distribute the SBC to participants and beneficiaries (or hire a third party to distribute) as required by law. If the Employer would like changes to the SBC, it will promptly notify BCBSTX. BCBSTX will also distribute the SBC to participants and beneficiaries via regular hardcopy mail or electronically in response to occasional requests received directly from individuals. All other distribution is the responsibility of the Employer.

Communication Credit: BCBSTX will provide a one-time communication credit of \$86,254 for the twelve-month period beginning on the Contract Effective Date, to be used to cover health plan related communication expenses. [For ERISA plans: Employer is accepting the communication credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before the expiration of the policy period, Employer will be responsible for refunding to BCBSTX the full amount of the communication credit.

EMPLOYER STATEMENTS:

1. BCBSTX reserves the right to take any or all of the following actions:
 - a) Initial rates for new groups will be finalized for the effective date of the policy based on the enrolled participation and Employer contribution levels;
 - b) After the policy effective date, the group will be required to maintain a minimum Employer contribution of fifty percent (50%), and at least a seventy-five percent (75%) participation of eligible Employees. In the event the Group is unable to maintain the contribution and participation requirements, then the rates will be adjusted accordingly; and/or
 - c) Non-renew or discontinue coverage if the fifty percent (50%) minimum Employer contribution is not met and/or less than seventy-five percent (75%) of Eligible Employees are enrolled for coverage for six (6) consecutive months.

BCBSTX reserves the right to change premium rates when a substantial change occurs in the number or composition of Subscribers covered. A substantial change will be deemed to have occurred when the number of Employees/Subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty-five percent (25%) or more over a ninety (90) day period.

Employer will promptly notify BCBSTX of any change in participation and Employer contribution.

2. Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the Employer that I have no authority to bind these coverages, to alter the terms of the Policy(ies), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Policy(ies).
3. BCBSTX will report the value of all remuneration by BCBSTX to ERISA plans with one hundred (100) or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than one hundred (100) participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.
4. The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in the Policy into which this BPA shall be incorporated at the time of acceptance by BCBSTX. Upon acceptance, BCBSTX shall issue a Policy to the Employer and the Employer shall be referred to as the "Employer or Policyholder" (Non-HMO) and "Group" (HMO) in the Policy.
5. The Employer's Benefit Program Application must pre-date the requested effective date and be received by BCBSTX at its home office no less than thirty (30) days prior to the requested effective date.

Rae Bailey
 Authorized BCBSTX Representative
 Account Executive

 Title

 Date

 Agent Representative (if applicable)

 Signature of Authorized Purchaser

 Title

 Date

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PROXY (OPTIONAL)

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"), or any successor thereof, with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked either in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

HCSC pays indemnification or advances expenses to its directors, officers, employees, or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: _____

By: _____

Print Signer's Name Here



Signature and Title

Group Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Dated this _____ day of _____
Month Year

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BlueCross BlueShield
of Texas

CONSUMER CHOICE PLAN DISCLOSURE STATEMENT

**THIS HEALTH PLAN DOES NOT INCLUDE THE SAME LEVEL OF BENEFITS
REQUIRED IN OTHER PLANS.**

This HMO plan is a consumer choice plan. This plan doesn't include the same level of benefits that are in Texas health plans known as state-mandated plans. This plan does include all health benefits required by the Affordable Care Act.

To see all benefits offered by this plan, go to the plan’s “Summary of Benefits and Coverage.”

Benefit/coverage:	This plan:	A health plan with required benefits (state-mandated plan):
Deductible The amount you pay for care before the plan begins to share the cost.	Has a deductible.	Has no deductibles for participating provider care.
Out-of-Pocket Costs The amount you pay when you receive covered services, up to a calendar year maximum.	Includes out-of-pocket costs that meet federal requirements but may sometimes be more than in a state-mandated plan.	A copay must be less than 50% of the total cost of the service. Annual out-of-pocket costs must be capped at 200% of your annual premium cost if you alert the plan.
Home Health Services	Includes a limit for home health services.	Has no limits on home health services.

If you want a plan with all required benefits:

We also offer a state-mandated plan that includes all required benefits. This plan is not on Healthcare.gov and does not allow you to get help with premiums and out-of-pocket costs. To learn more about this plan, call 1-877-299-2377 or visit <https://www.bcbstx.com/shop-plans-and-products>. **By signing this form, you acknowledge the following:**

- I understand the consumer choice plan I am applying for does not provide the same level of coverage required in other Texas health plans (state-mandated plans).
- I understand I can get more information about consumer choice plans from the Texas Department of Insurance's website, <https://www.tdi.texas.gov/consumer/consumerchoice.html>, or by calling the Consumer Help Line at 1-800-252-3439.

**Don't sign this document if you don't understand it.
No firme este documento si no lo comprende.**



**BlueCross BlueShield
of Texas**

Signature of Applicant

Date

Name of Applicant (print name)

Name of Business, if applicable

Address

City

State

Zip

HMO must give you a copy of this statement upon request.

CITY OF BOERNE

Prospective Premium Projection
for the period

October 1, 2023 - September 30, 2024

10/01/2023 Renewal - Updated Exp through June

RATE DEVELOPMENT

	PPO 1000	PPO 2000	HSA 3000
Premium at Current Rates	\$366,237	\$1,689,500	\$882,398
Rate Action	13.0%	13.0%	13.0%
Requested Premium at Renewal Rates *	\$413,848	\$1,909,133	\$997,109

	Lives	Current	Renewal	Lives	Current	Renewal	Lives	Current	Renewal
HCSC Primary									
Single	20	\$580.33	\$655.77	86	\$566.93	\$640.63	51	\$557.70	\$630.20
Single + Spouse	3	\$1,178.08	\$1,331.23	11	\$1,150.87	\$1,300.48	5	\$1,132.14	\$1,279.32
Single + Child(ren)	5	\$1,021.39	\$1,154.17	41	\$997.80	\$1,127.51	10	\$981.56	\$1,109.16
Family	6	\$1,712.00	\$1,934.56	23	\$1,672.45	\$1,889.87	18	\$1,645.23	\$1,859.11
Medicare Primary									
Single	0	\$580.33	\$655.77	0	\$566.93	\$640.63	0	\$557.70	\$630.20
Family	0	\$1,712.00	\$1,934.56	0	\$1,672.45	\$1,889.87	0	\$1,645.23	\$1,859.11
HCSC & Medicare Total	34			161			84		

**Total Monthly Cost includes producer commissions, if any, plus any federal and state taxes applicable to the fees for BCBSTX products/services. BCBSTX will pay \$23.50 per contract per month (PCPM) for producer commissions.*

Communication Credit: BCBSTX will provide a one-time communication credit of \$86,254 for the twelve-month period beginning on the Contract Effective Date, to be used to cover health plan related communication expenses.

[For ERISA plans: Employer is accepting the communication credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before the expiration of the policy period, Employer will be responsible for refunding to BCBSTX the full amount of the communication credit.

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Proprietary and Confidential Information of BCBSTX

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- A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
- an Independent Licensee of the Blue Cross and Blue Shield Association



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Strategic Alignment	<ul style="list-style-type: none"> ➤ B1 - Utilizing data to drive smart decision making. ➤ L2 - Fostering a strong culture of employee engagement.
Financial Considerations	<p>The estimated cost of the City’s portion of the total annual premium for dental is \$108,141 and vision is \$22,685. These costs, including the costs shown on page 1 of this summary for Life and AD&D, Short- and Long-Term Disability and the Mental Health plan are included in the City’s proposed FY2024 budget.</p>
Citizen Input/Board Review	N/A
Legal Review	<p>Legal reviewed our current contract with Guardian – this is merely a contract renewal.</p>
Alternative Options	<p>Go out to bid for new dental, vision, and ancillary product options.</p>
Supporting Documents	

RESOLUTION NO. 2023-R57

A RESOLUTION APPROVING A CONTRACT RENEWAL WITH GUARDIAN TO PROVIDE DENTAL, VISION, AND ANCILLARY PRODUCTS FOR PLAN YEAR OCTOBER 1, 2023, TO SEPTEMBER 30, 2024

WHEREAS, the City of Boerne has been utilizing Guardian for employee dental, vision, and ancillary products (Short- and Long-Term Disability, Life and AD&D, Voluntary Life and AD&D, Accident, Hospital Indemnity, and Critical Illness), and a mental health benefit; and

WHEREAS, the City of Boerne desires to continue using Guardian for dental, vision, ancillary, and mental health benefits of the employees of the City for plan year October 1, 2023 to September 30, 2024; and

WHEREAS, the City Council finds it necessary to renew the contract with Guardian for dental, vision, ancillary, and mental health benefits of the employees of the City for plan year October 1, 2023 to September 30, 2024 and authorize the City Manager to manage and execute the related contract and documents;

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

The City Council hereby authorizes a contract renewal with Guardian to provide dental, vision, ancillary products, and a mental health benefit for plan year October 1, 2023, to September 30, 2024 and authorizes the City Manager to manage the related contract and documents.

PASSED and APPROVED on this the ____ day of August, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date	August 8, 2023		
Requested Action	CONSIDER RESOLUTION NO. 2023-R58; A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND ALAMO AREA COUNCIL OF GOVERNMENTS FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES.		
Contact Person	Police Chief Steve Perez		
Background Information	The City of Boerne Police Department operates the Public Safety Answering Point Services (PSAP) E9-1-1 for Kendall County, which is commonly referred to as the Dispatch Center. As the PSAP E9-1-1 provider we must have an agreement with the Alamo Area Council of Governments (AACOG). This PSAP for operating the E9-1-1 Dispatch services is a two-year agreement with AACOG.		
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: </td> </tr> </table>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input checked="" type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:		
Strategic Alignment <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	C3- Collaborating with community partners to enhance quality of life. B3 – Providing streamlined and efficient processes. Safety and security		
Financial Considerations	N/A		
Citizen Input/Board Review	N/A		
Legal Review	Requirement of the Commission on State Emergency Communications (CSEC)		

Alternative Options	
Supporting Documents	

RESOLUTION NO. 2023-R58

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND
MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BOERNE, TEXAS, AND ALAMO AREA COUNCIL OF GOVERNMENTS
(AACOG) FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

WHEREAS, the City of Boerne finds it necessary to enter into an interlocal agreement for the operation of the automatic location information maintenance service and public safety answering point;

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

that the City Council hereby authorizes the Mayor to enter into and manage an interlocal agreement between the City of Boerne, Texas and Alamo Area Council of Governments for E9-1-1 public safety answering point services.

PASSED and APPROVED on this the ____ day of August, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The Alamo Area Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 18 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 City of Boerne (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the City of Boerne PSAP(s) located at, Boerne Police Department, 124 Old San Antonio Road, Boerne, TX 78006;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Local Government and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials or designee in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio TX 78217

The Local Government's address is:

City of Boerne
447 N Main Street
Boerne, TX 78006

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, neither party shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17: Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Alamo Area Council of Governments

DocuSigned by:
By: Diane Rath
575164BG7AF4426...

Printed Name: Diane Rath

Title: Executive Director

Date: 7/28/2023

City of Boerne

DocuSigned by:
By: Frank Ritchie
8A784C3C519E42F...

Printed Name: Frank Ritchie

Title: Mayor of Boerne

Date: 8/4/2023

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at City of Boerne, TX, in Kendall County, to be the property of AACOG, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Alamo Area Council of Governments

DocuSigned by:
By: Diane Rath
575164BC7AF4426...

Printed Name: Diane Rath

Title: Executive Director

Date: 7/28/2023

City of Boerne

DocuSigned by:
By: Frank Ritchie
8A784C3C519E42F...

Printed Name: Frank Ritchie

Title: Mayor of Boerne

Date: 8/4/2023

Inventory - COG Name	County	Item#	Hardware Type	Inventory - Description	Inventory - Manufacturer	Inventory Manufacturer Part#	InventorySerial#	Inventory Installed
AACOG	Boerne PD	19133	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321H2B	8/9/2021
AACOG	Boerne PD	19134	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321GYL	8/9/2021
AACOG	Boerne PD	19135	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321H2C	8/9/2021
AACOG	Boerne PD	19136	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321GYH	8/9/2021
AACOG	Boerne PD	19137	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321HGR	8/9/2021
AACOG	Boerne PD	19138	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321H29	8/9/2021
AACOG	Boerne PD	19139	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321HGV	8/9/2021
AACOG	Boerne PD	19222	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321HOT	11/17/2021
AACOG	Boerne PD	20673	Router - WAN Workstation -	4G Router - boernepd-r2	Cisco	C8200-1N-4T V02	FJC26382BQA	3/8/2023
AACOG	Boerne PD	14278	Analytics Stats PC	Analytics Stats PC AVPN Router -	HP	4HV00US#ABA	2UA84325F5	11/1/2021
AACOG	Boerne PD	20672	Router - WAN	boernepd-r1	Cisco	C8200-1N-4T V02	FJC26382BU7	3/8/2023
AACOG	Boerne PD	19128	Ethernet Switch	Ethernet Switch (24 Port) - 1A	Cisco	WS-C2960X-24TS-L V	FJC24461KBK	8/9/2021
AACOG	Boerne PD	19129	Ethernet Switch	Ethernet Switch (24 Port) - 1B	Cisco	WS-C2960X-24TS-L V	FJC24461KH9	8/9/2021
AACOG	Boerne PD	19131	Gateway - FXO	Gateway - FXO1A (4 Port)	AudioCodes	GGWV00680	D12799751	8/9/2021
AACOG	Boerne PD	19132	Gateway - FXO	Gateway - FXO1B (4 Port)	AudioCodes	GGWV00680	D12705925	8/9/2021

AACOG	Boerne PD	19148	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19149	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19150	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19151	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19580	Network Interface Module	Cisco	74-116159-01	8/9/2021
AACOG	Boerne PD	19143	PortServer TS4	Digi	50000836-15S	8/9/2021
AACOG	Boerne PD	19141	RS-232 Data Sharer (2 Port)	Black Box	5242866-0126	8/9/2021
AACOG	Boerne PD	17638	RS-232 Data Sharer (8 Port) RJ-11	Black Box	5245226-0007	11/2/2020
AACOG	Boerne PD	19156	SAM	Motorola Solutions	23889 C	8/9/2021
AACOG	Boerne PD	19157	SAM	Motorola Solutions	23890 C	8/9/2021
AACOG	Boerne PD	19158	SAM	Motorola Solutions	23891 C	8/9/2021
AACOG	Boerne PD	19159	SAM	Motorola Solutions	23892 C	8/9/2021
AACOG	Boerne PD	19144	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19145	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19146	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19147	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19160	SAM Jack Box	Motorola Solutions	WV100134 WSC-19160	8/9/2021

AACOG	Boerne PD	19161 SAM Jack Box	SAM Jack Box	Motorola Solutions	WSC-19161	8/9/2021
AACOG	Boerne PD	19162 SAM Jack Box	SAM Jack Box	Motorola Solutions	WSC-19162	8/9/2021
AACOG	Boerne PD	19163 SAM Jack Box	SAM Jack Box	Motorola Solutions	WSC-19163	8/9/2021
AACOG	Boerne PD	19130 Surge Arrester	Secondary Surge Arrester	Circa Eaton	836933	8/9/2021
AACOG	Boerne PD	19637 UPS - 9PXM	UPS - 4-20KVA (9PXM)	Powerware	BF08M17308	6/16/2022
AACOG	Boerne PD	19647 Battery Pack	UPS - Internal Battery Pack (9PXM)	Eaton	P-103002954	6/16/2022
AACOG	Boerne PD	19648 Battery Pack	UPS - Internal Battery Pack (9PXM)	Eaton	P-103002954	6/16/2022
AACOG	Boerne PD	19649 Battery Pack	UPS - Internal Battery Pack (9PXM)	Eaton	P-103002954	6/16/2022
AACOG	Boerne PD	19650 Battery Pack	UPS - Internal Battery Pack (9PXM)	Eaton	P-103002954	6/16/2022
AACOG	Boerne PD	19630 gen 2	UPS - Environmental Monitoring Probe- gen 2	Eaton	744-A4026	6/16/2022
AACOG	Boerne PD	19623 Card	UPS - Network-MS Card	Eaton	PB13M04LB0	6/16/2022
AACOG	Boerne PD	19616 Power Module	UPS - Split Phase Power Module (9PXM)	Eaton	744-A3983	6/16/2022
AACOG	Boerne PD	19608 Transfer Switch	UPS - Automatic Transfer Switch (9PXM)	Eaton	730-06185	6/16/2022
AACOG	Boerne PD	20684 Modem	WAN - Wireless Modem	Sierra Wireless	1104071 N62084002402B23	10/26/2022
AACOG	Boerne PD	19152 Workstation - PC	Workstation - PC	HP	9MZ45UP#ABA MXL0424231	8/9/2021
AACOG	Boerne PD	19153 Workstation - PC	Workstation - PC	HP	9MZ45UP#ABA MXL042422W	8/9/2021
AACOG	Boerne PD	19154 Workstation - PC	Workstation - PC	HP	9MZ45UP#ABA MXL042422F	8/9/2021

8/9/2021

MXL0424229

9MZ45UP#ABA

HP

Workstation - PC

19155 Workstation - PC

Boerne PD

AACOG

Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between Alamo Area Council of Governments (RPC) and Boerne Police Department (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: Yes No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

Section 1.0 - Scope:

As required by the Contract for 9-1-1 Services, RPC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

Section 2.0 - Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and RPC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying RPC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C

Scope of Work (continued)

2.1.2 RPC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. RPC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. RPC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of RPC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by RPC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 RPC shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify RPC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify RPC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

Attachment C Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by calling Western States Communications at 888-414-2738. In addition, the Local Government may use email to request routine maintenance at support@wscicom.com.

2.4 Supplies:

RPC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by RPC training staff, or as determined by the Local Government.

2.5.2 Notify RPC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas Commission on Law Enforcement (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to RPC

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

Attachment C Scope of Work (continued)

2.6.3 RPC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis.

2.7 Operations:

Local Government shall:

- 2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.
- 2.7.2 Provide upon request any testing documentation or applicable paperwork required by RPC within 24 hours.
- 2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to RPC in writing or by email.
- 2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.
- 2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to RPC at least 15 days prior to change.
- 2.7.6 PSAP must submit a written request for all Manual ALI query to RPC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.
- 2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to RPC upon request.
- 2.7.8 Comply with RPC policy and procedures for PSAP moves/changes.

Attachment C Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Local Government and counties/cities shall:

- 2.8.1 Provide physical addresses requested as per local ordinances and/or subdivision regulations.
- 2.8.2 Verify or correct 9-1-1 ALI database information for accuracy as requested by RPC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.
- 2.8.3 Make sure PSAPs provide needed information to complete 9-1-1 ALI discrepancy reports.
- 2.8.4 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.
- 2.8.5 Provide available site address points, road centerline and provisioning boundary changes as needed.
- 2.8.6 Provide boundary changes affecting: law, fire, EMS, PSAP and ESN layers.
- 2.8.7 Resolve any discrepancies, including critical errors, as provided by RPC generated from GeoComm as needed.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Call data which may not be captured by CPE and MIS systems
Planning for relocation or remodeling which may impact the reliability or delivery of a 911 call.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per quarter;
3. Certification of TTY/TDD testing once every six months; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

RPC personnel will conduct site visits at least four (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: <https://www.csec.texas.gov/s/statutes>

2. Commission Rules: <https://csec.texas.gov/s/rules/>

3. Commission Program Policy Statements: <https://www.csec.texas.gov/s/program-policy-statements>

Attachment F Acronyms

AACOG-	Alamo Area Council of Governments
ADA -	Americans with Disabilities Act of 1990
ALI -	Automatic Location Identification
ANI -	Automatic Number Identification
APCO -	Association of Public-Safety Communications Officials
CPE -	Customer Premise Equipment
CSEC -	Commission on State Emergency Communications
DBMS -	Database Management System
DBMSP-	Database Management System Provider
EMS -	Emergency Management System
GPS -	Global Positioning System
GIS -	Geographic Information System
MSAG -	Master Street Address Guide
NENA -	National Emergency Number Association
NRF -	No Record Found
PPS -	Program Policy Statements
PSAP -	Public Safety Answering Point / Local Government
RPC -	Regional Planning Commissions
RTX -	Re-transmit / Re-bid
TCOLE -	Texas Commission on Law Enforcement Education
TDD -	Telecommunications Device for the Deaf
TNCR -	Telephone Number Change Request
TTY -	Teletypewriter
UGMS -	Uniform Grant Management Systems
UPS -	Uninterruptible Power Supply



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date	August 8, 2023										
Requested Action	APPROVE THE APPOINTMENT OF PAULA LAY TO THE VISIT BOERNE ADVISORY BOARD.										
Contact Person	Mayor Frank Ritchie Lori Carroll, City Secretary										
Background Information	Elizabeth Castle resigned from the Visit Boerne Advisory Board creating a vacancy for a member representing the arts community. It is Mayor Ritchie’s recommendation to appoint Paula Lay to fill the unexpired term. The unexpired term will end May 31, 2025.										
Item Justification	<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Legal/Regulatory Obligation</td> <td><input type="checkbox"/> Infrastructure Investment</td> </tr> <tr> <td><input type="checkbox"/> Reduce Costs</td> <td><input type="checkbox"/> Customer Pull</td> </tr> <tr> <td><input type="checkbox"/> Increase Revenue</td> <td><input type="checkbox"/> Service Enhancement</td> </tr> <tr> <td><input type="checkbox"/> Mitigate Risk</td> <td><input type="checkbox"/> Process Efficiency</td> </tr> <tr> <td><input type="checkbox"/> Master Plan Recommendation</td> <td><input checked="" type="checkbox"/> Other: <u>Mayoral Appointment</u></td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation	<input type="checkbox"/> Infrastructure Investment	<input type="checkbox"/> Reduce Costs	<input type="checkbox"/> Customer Pull	<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement	<input type="checkbox"/> Mitigate Risk	<input type="checkbox"/> Process Efficiency	<input type="checkbox"/> Master Plan Recommendation	<input checked="" type="checkbox"/> Other: <u>Mayoral Appointment</u>
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Strategic Alignment <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	C3- collaborating with community partners to enhance quality of life										
Financial Considerations											
Citizen Input/Board Review											
Legal Review											
Alternative Options											

Supporting Documents	
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AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date	<i>August 8, 2023</i>
Requested Action	PRESENTATION AND CONSIDER ON SECOND READING ORDINANCE NO. 2023-09; AN ORDINANCE OF THE CITY OF BOERNE, TEXAS, REPEALING AND REPLACING CHAPTER 23 OF THE CODE OF ORDINANCES, CITY OF BOERNE, TEXAS, TO GOVERN SHORT-TERM RENTALS; PROVIDING REGULATIONS AND PERMITTING FOR THE OPERATION AND USE OF SHORT-TERM RENTALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING AN EFFECTIVE DATE; AND ACKNOWLEDGING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT. <i>(Regulation of short-term rental properties)</i>
Contact Person	Kristy Stark, Assistant City Manager
Background Information	<p>Update from July 25 Council Meeting</p> <p>The following new redline edits (and a clean copy of the ordinance) are included in your packet to accomplish the direction provided by Council at the last meeting. Any additional new edits in blue are small changes recommended by legal counsel.</p> <p>Sec. 23-7 Short Term Rental Criteria:</p> <p>(1) Location Criteria and lot limitation</p> <ul style="list-style-type: none"> • <u>Residential zoning districts</u>. In areas zoned for residential use, no short-term rental shall operate within 200 feet of another short-term rental on the same block face, measured property line to property line. • <u>Overlay districts</u>. Short-term rentals may operate on properties zoned for commercial use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District with no separation requirements. Short-term rentals may operate on properties zoned for residential use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District, subject to the separation requirement identified in subsection 23-7(a)(1)(a) herein.

- All other commercial zoning districts. Short-term rentals shall not operate in areas zoned for commercial use except to the extent permitted by subsection 23-7(a)(1)(b) herein.

(2) Occupancy

- Occupancy. The maximum number of persons permitted to stay in a short-term rental is limited to two (2) persons per bedroom, plus two (2) additional persons.

***Legal Note:** we originally planned to reference the International Residential Code in the ordinance since this code regulates one and two-family residential dwellings occupied by related persons. However, counsel recommends removing this reference since it is implied by our adoption of the 2021 IRC and family of codes.*

Sec. 23-8. Short-term rental property permit.

- Fee required. An applicant for a short-term rental permit shall pay permit and/or inspection fees as follows on the effective date of this ordinance, or as subsequently amended by the city fee ordinance.
 - Short-term rental permit application: \$200
 - Short-term rental inspection by city inspector: \$100
- Inspection. An applicant for a short-term rental permit shall complete a safety inspection of the property to be operated as a short-term rental. Such inspection shall be performed by either (i) a city inspector, subject to the inspection fee required by subsection 23-8(c) herein, or (ii) by a licensed real inspector reporting the results of such inspection on the city's short-term rental inspection checklist. An applicant for a short-term rental permit located in the city's extra-territorial jurisdiction shall not be required to obtain an inspection.
- Transferability. A short-term rental permit may be transferred to another owner or operator within one (1) year of the date of change in ownership. A transferee must complete a short-term rental permit application and inspection and submit all applicable fees as required by this ordinance. A short-term rental permit shall not be transferred to another location. Prior to transferring the property ownership, the current owner shall provide to the new owner a Certificate of Paid Hotel Taxes obtained from the city finance department.

Legal Note: *the original recommendation for this transfer window was 90 days. However, the City’s abandonment of nonconforming use provision in the UDC is one year. The transfer requirement only affects the separation distance, which is essentially a zoning regulation because it regulates by zoning district. We recommend making the transfer period the same as the abandonment of nonconforming use period which is one year.*

- Annual update. On an annual basis, city staff shall provide a short-term rental program update to the city council to review permitting and enforcement information.

Info Provided for June 27 Council Meeting

At the June 27 Council meeting, staff presented information regarding action taken since February 2022 to develop a Short-Term Rental (STR) ordinance in Boerne. Information from the STR subcommittee, short-term rental owners, residents, staff, and surveyed communities was presented and discussed.

The STR subcommittee established specific goals for this project which form the foundation of the City’s efforts to develop an ordinance to:

- Preserve life, health, safety, and property of the occupants of residential dwellings;
- Preserve neighborhood character;
- Minimize adverse impacts to the housing supply;
- Provide clarity to Short-Term Rental operations.

Council also considered three questions in providing feedback to craft our final draft ordinance for consideration:

- What problem are we trying to solve?
- What is our overall goal?
- What is success for our ordinance and STR program?

Specific Council Feedback

Council provided valuable discussion during the June 27 meeting and in follow-up emails including:

- Consider percentage limitation on number of STRs allowed within residential districts rather than separation distance; thinks parking restrictions are overburdensome; concerned with amount of registration fee & permit renewal dates (**Scott**)
- Consider lowering registration and renewal fee from proposed \$500 and not requiring inspection for renewals; thinks overlay districts and commercial zoned areas are logical for STRs; 350 ft separation distance seems extreme (**Wolosin**)

- Separation distance was the most difficult decision for the subcommittee; consider letting market dictate the need for and number of STRs but revisit option of four linear lot separation along street front for residential as listed in draft ordinance **(Boddie)**
- Number of permits to be allowed is largest concern; focused on preserving the character of downtown and the number of rooftops that could become STRs, particularly in relation to speculators; consider adjusting separation distance to linear format of 350 ft or 4 lots on any street frontage **(Macaluso)**
- For separation distance in residential, look at street front options and not the area behind the property; asked if kids are considered in number of occupants allowed; if issues arise in the future, Council should be ready to act and have recommendations **(Wright)**
- Consider 150 ft residential buffer option; appreciates all input and effort to work together to provide the best ordinance and process for our residents and property owners **(Ritchie)**

This discussion and feedback guide the details included in the draft ordinance and form the basis for Council consideration related to allowable locations for STRs within Boerne.

Proposed STR Regulations for Consideration

- Inspections: City Inspector will complete Fire & Safety Inspection and fee is included in registration fee.
- Insurance: Proof of Insurance required with liability limits of \$500,000 per occurrence/\$1 million aggregate.
- Expiration of Permit: Two years from permit effective date.
- Occupancy Restrictions: Two people per bedroom, plus two others, with a maximum of 10 people.
- Parking: Provide one spot per bedroom with on-street parking allowed.
- Parking Diagram: Provide plot plan/diagram that shows parking locations.
- Transferable: Transfer of STR permits not allowed.
- Events Allowed: Events not allowed to avoid assembly of a large of number of attendees at the residence.
- Registration & Renewal Fee: \$300 for initial two-year permit registration with a \$200 renewal fee since a new inspection will not be required.

Registration Fee Detail

This \$300 registration fee would cover actual expenses incurred to process short-term rental applications, continue collection of HOT

funds, and schedule and complete the on-site inspection. Our plan is to contract with a short-term rental software platform that would provide compliance monitoring, address identification, mobile permitting and registration, 24/7 Hotline, and Hotel Tax collection. However, until that is finalized, staff will streamline the application process through our website and will complete the application and inspection process internally. Renewal fees for STR permits will be \$200 for a two-year period since an inspection will not be required. Properties within the ETJ will not be subject to the safety inspection so their registration and renewal permit will be \$200 every two years.

Council Determination: STR Locations within Zoning Districts

Over the last four years, Short-Term Rentals in Boerne have doubled but we still have fewer than 100 in total with many of these being located within walking distance of Main Street. In maintaining neighborhood character and protecting the integrity of residential properties, the subcommittee proposed a separation distance for residentially zoned properties which was included in the original draft ordinance provided to Council on April 25, 2023. Additional discussion has ensued regarding the viability of allowing STRs in our overlay districts and commercially zoned areas. Staff is asking for Council direction on the following questions to include appropriate language in the ordinance to be considered on second reading during an upcoming meeting. This language would identify where STRs will be allowed in our community per Council approval.

Update Regarding a Percentage Cap of STRs within Residentially Zoned Areas:

At the last meeting, several council members mentioned the possibility of utilizing a percentage cap within specific zoning districts, particularly residential areas, to regulate the number of short-term rental properties and maintain the character of our neighborhoods. Consultation with legal council has resulted in the recommendation that a block or street-based percentage would be a better solution since this achieves our stated goals and provides tangible benefits addressing noise, parking issues, and health/safety concerns.

Questions for Consideration:

- Do you want to allow STRs in residentially zoned areas outside the overlay districts and if so, what separation distance would be appropriate, if any?

Residential Details:

- Of our 97 current STRs, 75% are in residential zoning districts.
- Boerne has 6,200 single-family homes within the city limits.

- HOAs regulate many newer neighborhoods.
- Legacy neighborhoods without HOAs consist of:
- The Flats: 151 Total Parcels; 136 Residential
- Bentwood: 251 Total Parcels; 251 Residential
- Dietert: 97 Total Parcels; 39 Residential
- Moosehead Manor: 25 Total Parcels; 20 Residential

For Council Consideration:

Option A: Yes, with a minimum separation distance of the greater of (i) at least 350 feet from the nearest perimeter of each property boundary, or (ii) four (4) lots measured in a linear fashion along a street frontage.

Option B: Yes, with a minimum separation distance of one STR per block face or every four (4) lots measured in a linear fashion along a street frontage. (See Attached Separation Diagram)

Option C: Yes, with a minimum separation distance of one STR per every 200 feet of a block face. (See Attached Separation Diagram)

Option D: Yes, with no separation distance.

Option E: No, do not allow STRs in residentially zoned areas.

- Do you want to allow STRs in overlay districts?

Overlay District Details:

- The number of parcels available in each overlay district is as follows:
- **Historic District:** 194 Total; 183 Commercial, 11 Civic/City
- **River Road:** 72 Total; 41 Commercial, 3 Civic/City, 28 Residential
- **Downtown Community:** 307 Total; 122 Commercial, 4 Civic/City, 181 Residential

For Council Consideration:

Option A: Yes, allow STRs in overlay districts with no separation distances for residential properties.

Option B: Yes, allow STRs in overlay districts with the same separation distance for residential properties as indicated by Council for residentially zoned areas.

Option C: No, do not allow STRs in overlay districts.

- Do you want to allow STRs in commercially zoned areas outside the overlay districts?

Commercial Details:

- There are a total of 532 commercially zoned parcels within the city limits.

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF BOERNE, TEXAS, REPEALING AND REPLACING CHAPTER 23 OF THE CODE OF ORDINANCES, CITY OF BOERNE, TEXAS, TO GOVERN SHORT-TERM RENTALS; PROVIDING REGULATIONS AND PERMITTING FOR THE OPERATION AND USE OF SHORT-TERM RENTALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING AN EFFECTIVE DATE; AND ACKNOWLEDGING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

WHEREAS, the City of Boerne, Texas (the “City”), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of Boerne, Texas (“City Council”) has determined that the regulation of short-term rental properties is in the best interest of the public; and

WHEREAS, the City Council has previously adopted regulations governing short-term rentals and now seeks to repeal and replace those regulations; and

WHEREAS, the City Council has determined that such regulations should include registration and permitting of short-term rental properties; and

WHEREAS, the City Council has considered extensive data and recommendations analyzed and developed by the City’s Planning Department in enacting the regulations set forth herein; and

WHEREAS, the purpose of the regulations set forth herein is to provide a procedure to allow the rental of private residences to visitors on a short term basis, while ensuring that such rental use does not cause adverse impacts to residential neighborhoods due to the intensive nature of the use creating excessive traffic, noise, density, and other adverse effects, and additionally to ensure that the number of occupants within such rental units do not exceed the design capacity of the structure causing health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions; and

WHEREAS, the City Council has determined that the enforcement of such regulations will promote the public health, safety and welfare of its citizens, ensure consistency in land uses and development, and protect the rights of property owners, residents, and visitors in the City of Boerne.

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

SECTION 1

Chapter 23 “Short Term Rentals” of the Code of Ordinances, City of Boerne, Texas is hereby repealed and replaced to read as follows:

Sec. 23-1. - Title.

These regulations shall be known as the "Short-Term Rental Ordinance" (the "ordinance") of the City of Boerne, Texas.

Sec. 23-2. - Applicability.

The provisions of this ordinance shall apply to all existing and future short-term rental properties as defined below.

Sec. 23-3. - Definitions.

Accessory dwelling short-term rentals or *guest house short-term rentals* means properties operated as a short-term rental where the legal owner (or the person who holds legal or equitable title to the property) resides on the property and provides guest lodging accommodation for compensation within a lawful accessory dwelling on the same lot or property as the owner's principal residence. Properties must comply with all applicable requirements for accessory dwellings.

City code means the Code of Ordinances, City of Boerne, Texas.

Director means the planning director for the city.

Local authorized representative means an individual with a 24-hour contact number who shall serve as the designated local representative for the owner and/or operator, and who shall respond to complaints regarding violations of federal, state, or local laws, and to notification of emergency conditions including but not limited to fire, natural disaster, flood, burst pipes, collapse hazard, emergency repairs, and violent crime.

Occupant means the person(s) who have lawfully obtained the exclusive use and possession of the short-term rental premises from the owner and/or operator, and the guest(s) of such person(s).

Operator means the owner or local responsible party tasked with managing a property operating as a short-term rental on behalf of the owner.

Owner means the individual or entity that owns a property operating as a short-term rental.

Short-term rental means the rental for compensation, of any residence or residential structure, or a portion of a residence or residential structure, including any portion of a dwelling unit such as a home, room in a home, accessory dwelling, manufactured/mobile home, or duplex, located within a zoning district where the residential use is lawful, for the purpose of overnight lodging for a period of not more than thirty (30) days. A short-term rental shall not include a hotel or motel, but includes all accessory dwelling short-term rentals, owner-occupied short-term rentals, and unoccupied short-term rentals.

Owner-occupied short-term rentals means properties where the legal owner or tenant (or the person who holds legal or equitable title to the property) resides on the property and provides guest lodging for compensation, and the property is the legal owner's primary residence, as evidenced by a current residence homestead exemption filed with the Kendall County Appraisal District.

Unoccupied short-term rentals means properties where the legal owner (or the person who holds legal or equitable title to the property) provides guest lodging accommodation for compensation within a lawful structure that is not located on the same lot or property as the owner's principal residence (e.g., a stand-alone home that is unoccupied unless it's being rented).

Sec. 23-4. - Purpose.

The purpose of the regulations set forth herein is to preserve the life, health, safety, and property of the occupants of residential dwelling units, the neighbors of said properties, and the general public by establishing minimum health and safety standards and registration requirements for short-term rentals as defined herein. Additionally, this ordinance is intended to preserve the neighborhood character of residential subdivisions within the city and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use. This ordinance will also clarify authorized enforcement action for repeated or multiple violations under this ordinance.

Sec. 23-5. - Compliance required.

Compliance with the regulations herein shall be required before advertising, offering to rent, or renting to an occupant any residential single-family homes, residential structures, accessory dwellings, manufactured/mobile homes, or duplexes located inside the area regulated by the city for a period of less than thirty (30) consecutive days.

Sec. 23-6. - Short-term rental application requirements.

- (a) Prior to operating or advertising in any manner a dwelling unit as a short-term rental, the owner or operator must submit an application on a form and in the manner prescribed by the city. The application shall be reviewed and must meet the criteria set forth by this ordinance prior to being approved. It shall be unlawful for any person or entity to rent to an occupant, or offer to rent to an occupant, any short-term rental without a valid short-term rental registration and permit issued under this ordinance.
- (b) The following information is required for all applications, and missing items or information shall constitute an invalid application. Additional information may be required based on individual circumstances. Applications shall be accompanied by the applicable fee identified in the city fee schedule.
 - (1) Applicant's information as follows:
 - a. *If an individual property owner.* Provide the name of the property owner, business address, home address, telephone number, and electronic mail address;
 - b. *If a management company.* Provide the name of the property manager, information concerning the property owner (as required herein) and the management company's business address, the management company's primary point of contact, phone number, and electronic mail address;
 - c. *If the owner is a partnership.* Provide each partner's business address, telephone number, and electronic mail address;
 - d. *If the owner is a legal entity, whether corporation, limited partnership, limited*

liability partnership, limited liability company, series limited liability company or other. Provide i) documentation sufficient to show that the entity is organized under the laws of the State of Texas or is a foreign entity; ii) the entity's mailing address, telephone number, electronic mail address, and primary point of contact; and iii) the names of all the owners or trustees of such entity;

- e. *If different from the applicant information.* Provide the name(s), address, electronic mail address, and phone number (24-hour contact number) of designated employee(s) or authorized representative(s) who shall be assigned to respond to emergency conditions. Emergency conditions shall include but not be limited to: fire, natural disaster, flood, burst pipes, collapse hazard, emergency repairs, and violent crime; and
- f. A certification that the information on the application is accurate and truthful under penalty of perjury under the laws of the State of Texas and that the owner and/or operator of the short-term rental will comply with the standards and other requirements of this ordinance, as well as all applicable standards and other requirements of federal, state, and local law.

- (2) Street address of the rental unit;
- (3) Designation of whether the rental unit is an accessory dwelling short-term rental, owner-occupied short-term rental, or unoccupied short-term rental;
- (4) Plot plan showing the location and quantity of parking spaces to be used in conjunction with the short-term rental;
- (5) A dimensioned floor plan of the proposed short-term rental identifying the proposed maximum number of occupants, bedrooms, other living spaces, location of safety features, and emergency evacuation routes;
- (6) Proof of liability insurance coverage providing a minimum liability coverage of \$500,000 per occurrence and \$1,000,000 in the aggregate, and containing an endorsement to provide the city with a minimum of a 30-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage, provided that a minimum of 10 days' notice shall be required in the event of non-payment of premium;
- (7) A contact phone number and electronic mail address to be used to schedule the safety inspection to be performed by a City of Boerne inspector; and
- (8) Confirmation that notice of the use of a short-term rental has been provided to the HOA (if applicable).

Sec. 23-7. - Short-term rental criteria.

- (a) Short-term rentals shall comply with the following criteria:

(1) **Location criteria and lot limitation.**

- a. **Residential zoning districts.** In areas zoned for residential use, no short-term rental shall operate within 200 feet of another short-term rental on the same block face, measured property line to property line. Only one short-term rental may operate on any lot, property or parcel in an area zoned for residential use.
- b. *Overlay districts.* Short-term rentals may operate on properties zoned for commercial use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District with no separation requirements. Short-term rentals may operate on properties zoned for residential use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District, subject to the separation requirement identified in subsection 23-7(a)(1)(a) herein.
- c. *All other commercial zoning districts.* Short-term rentals shall not operate in areas zoned for commercial use except to the extent permitted by subsection 23-7(a)(1)(b) herein.
- d. *Special exception available.* In order to obtain a permit for a short-term rental that would otherwise violate the minimum separation distance and lot limitation described herein, a property owner may apply to the zoning board of adjustment for a special exception in accordance with section 1.12(C) of the city's unified development code. The board may consider factors such as the following:
 - 1. Whether operation as a short-term rental in excess of the density limitation will not adversely impact the residential quality of the neighborhood in which the property is located;
 - 2. Whether such operation is likely to disrupt adjacent owners' right to the quiet enjoyment of their property (for example, by considering whether lot sizes are small enough that noise is likely to affect neighboring property owners);
 - 3. Whether such operation will substantially impact nearby streets, including whether the property provides only limited off-street parking;
 - 4. Whether the applicant seeks to operate an entire residence as a short-term rental or whether the short-term rental use is limited to a portion of the residence;
 - 5. Whether the applicant occupies the premises as their primary residence or uses it as an investment property; and
 - 6. Whether other short-term rentals in excess of the minimum separation distance are already operating on that block.

(2) *Occupancy.* The maximum number of persons permitted to stay in a short-term rental is limited to two (2) persons per bedroom, plus two (2) additional persons.

- a. *Special exception available.* In order to obtain a permit for a short-term

rental that would otherwise violate the occupancy limit described herein, a property owner may apply to the zoning board of adjustment for a special exception in accordance with section 1.12(C) of the city's unified development code. The board may consider the factors identified in subsection 23-7(a)(1)(d) described herein with respect to occupancy, as well as the size of the property and fire safety concerns.

- (3) *Signage.* No signs identifying the short-term rental shall be permitted, except that a single nameplate, not exceeding one square foot in area, may be attached flat to the main building.
 - (4) *Taxation.* The owner and/or operator of the short-term rental property shall register with the city finance department to pay hotel occupancy taxes prior to the date that the short-term rental permit application is approved, and the owner and/or operator must remit all applicable hotel occupancy taxes in a timely manner pursuant to applicable laws.
 - (5) *Temporary structures prohibited.* No recreational vehicle, tent, or temporary structure of any kind shall be used as a short-term rental.
 - (6) *Building code.* All structures must comply with the building code applicable at time of construction.
 - (7) *Parking.* A minimum of one parking space per bedroom rented shall be provided on site. On-street parking may be counted toward the required parking spaces as long as it abuts the property, is a minimum of 25 feet in length per space and provides adequate clear space for a mailbox and trash receptacle. It shall be unlawful for an owner, operator, or occupant of a short-term rental to otherwise violate the city's ordinance governing stopping, standing and parking.
 - (8) *Noise.* It shall be unlawful for an owner or occupant of a short-term rental to allow, permit, or make any noise that would be in violation of the Chapter 14, Article V of the city code.
 - (9) *Minimum stay.* It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than one night.
 - (10) *Events.* It shall be unlawful for an owner or occupant to advertise, promote, or operate a special event, or allow the advertising, promotion, or operation of a special event (including, but not limited to, operations as an event center or operations for a banquet, wedding, reception, reunion, party, concert or similar activity that would assemble large numbers of invitees) to be held on the premises.
 - (11) *Advertising.* The owner or operator shall not advertise or promote, or allow another to advertise or promote, the short-term rental without including the occupancy limits, parking standards, and city permit number for the listing.
 - (12) *Utilities.* If the home is served by well and/or septic, these facilities must be maintained in such a manner that meets the regulatory requirements of Cow Creek and Kendall County specifications as applicable.
- (b) *Occupant online notification.*

Each owner or operator of a short-term rental shall provide guests with online information that shall also be posted in a visible location within the short-term rental. The information shall include the following:

- (1) The owner's or operator's contact information, including a direct phone number;
- (2) The local authorized representative's contact information, including the direct 24-hour phone number;
- (3) Pertinent neighborhood information, including but not limited to parking restrictions, dedicated on-site parking information, restrictions on noise and amplified sound, trash collection schedule, and relevant water restrictions;
- (4) Information advising guests if the property is located in a flood plain;
- (5) Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire, and emergency medical services providers and instructions for obtaining severe weather and natural or manmade disaster alerts and updates; and
- (6) A sketch of the floor plan, which identifies sleeping areas, the proposed maximum number of guests, evacuation route(s), location of fire extinguisher(s) and location of authorized parking spaces (not to include the garage).

Sec. 23-8. - Short-term rental property permit.

- (a) *Applicant responsibility.* It is the owner's and/or operator's responsibility to renew the registration for each rental unit within the city as prescribed by this ordinance.
- (b) *Incomplete application.* Incomplete applications will not be processed, and a permit will not be issued.
- (c) *Fee required.* An applicant for a short-term rental permit shall pay permit and/or inspection fees as follows on the effective date of this ordinance, or as subsequently amended by the city fee ordinance.
 - (1) Short-term rental permit application: \$200
 - (2) Short-term rental inspection by city inspector: \$100
- (d) *Inspection.* An applicant for a short-term rental permit shall complete a safety inspection of the property to be operated as a short-term rental. Such inspection shall be performed by either (i) a city inspector, subject to the inspection fee required by subsection 23-8(c) herein, or (ii) by a licensed real inspector reporting the results of such inspection on the city's short-term rental inspection checklist. An applicant for a short-term rental permit located in the city's extra-territorial jurisdiction shall not be required to obtain an inspection.
- (e) *Permit number.* Once properly registered, each short-term rental shall be issued a unique permit number. The permit number must be included in all advertisements, whether online, in print, or in some other medium, for the short-term rental. Permit information will be provided to the city police department.

- (f) *Permit expiration and renewal.*
- (1) A short-term rental permit issued under this ordinance shall expire two years from the permit effective date and shall be renewed within thirty (30) days after expiration.
 - (2) To renew a short-term rental permit, the owner or operator may submit an application for review 30 days prior but no later than the expiration of the renewal period as stated above with the required permit fee and accessory documentation.
 - (3) Any property owner delinquent and/or owing the fees and/or taxes to the city, including but not limited to hotel occupancy tax and utility service fees, will be prohibited from registering a short-term rental until such time as payment in full is made or other required acceptable resolution is approved by the city finance department.
- (g) *Changes to the permit.* The owner has a duty to notify the city within twenty (20) calendar days, in writing, of any changes to information submitted as part of a short-term rental permit application under this ordinance.
- (h) *Transferability.* A short-term rental permit may be transferred to another owner or operator within one (1) year of the date of change in ownership. A transferee must complete a short-term rental permit application and inspection and submit all applicable fees as required by this ordinance. A short-term rental permit shall not be transferred to another location. Prior to transferring the property ownership, the current owner shall provide to the new owner a Certificate of Paid Hotel Taxes obtained from the city finance department.
- (i) *Annual update.* On an annual basis, city staff shall provide a short-term rental program update to the city council to review permitting and enforcement information.

Sec. 23-9. - Offenses and enforcement.

- (a) *Offenses.* An owner, operator, or occupant commits an offense if such individual or entity:
- (1) Violates any of the regulations herein;
 - (2) Allows operation of a short-term rental that is not registered with the city;
 - (3) Fails to renew registration but continues to operate a short-term rental; or
 - (4) Omits or provides false or incorrect information on an application for a short-term rental permit.
- (b) *Evidence.* Any advertisement, whether it be online, in print, or in some other medium, promoting the availability of a property within the city for rent for a period of less than thirty (30) days, shall constitute prima facie evidence of the property's use as a short-term rental.
- (c) *Offenses.* An offense as stated above shall constitute a class C misdemeanor. Any person, firm, entity, or any others acting on behalf of said person, firm, or entity violating or failing to comply with these provisions is subject to payment of a fine not to exceed \$2,000.00 plus court costs for all violations of regulations governing fire safety, zoning, or public health and sanitation, other than dumping of refuse; \$4,000.00 plus court costs for

all violations of regulations governing dumping of refuse; and \$500.00 plus court costs for all other violations. Each act of violation and each day upon which such violation occurs constitutes a separate offense.

(d) *Existing short-term rentals.*

(1) All Short-term rentals existing as of the adoption of this ordinance shall have six (6) months from the date of adoption to come into compliance with the requirements of this ordinance to be eligible for the permit renewal. Notwithstanding the foregoing, a short-term rental that was lawfully in existence based on preexisting permits and current hotel occupancy tax remittance on the effective date of this ordinance shall be considered a legal nonconforming use, and the renewal or transfer of such existing permit shall not be subject to the minimum separation distance set forth in this ordinance.

(2) *Temporary short-term rentals.* Any short-term rental issued a temporary permit prior to the date of adoption of this ordinance shall be required to come into conformance with the requirements as stated herein for short-term rentals within six (6) months of the date of adoption. Notwithstanding the foregoing, a temporary short-term rental that was lawfully in existence on the effective date of this ordinance shall be considered a legal nonconforming use and shall not be subject to the minimum separation distance set forth in this ordinance.

(e) *Revocation; repeat offenses.*

(1) The city may revoke or deny an application to renew a short-term rental permit if it is determined that:

- a. The owner and/or operator has failed to timely remit applicable hotel occupancy tax and all applicable tax is not paid within sixty (60) days of the issuance of a delinquency notice;
- b. The permit is not renewed within thirty (30) days of the required renewal date; or
- c. The property is declared a hazard or the dwelling is declared a substandard structure by the building official of the city; or
- d. The owner and/or operator has not collected hotel occupancy taxes during the previous 24-month period, such that the non-collection demonstrates that the short-term rental has not been operated within that period. Notwithstanding the foregoing, a permit shall not be revoked for non-operation and non-collection of hotel occupancy taxes if the property owner notifies the city that it is temporarily suspending operation as a short-term rental in order to renovate the short-term rental, utilize the short-term rental as a primary residence, or for other such reasonable justification as determined by the director.

(1) The city may revoke a short-term rental permit for the following repeat offenses:

- a. If the owner, operator, or any occupant of a short-term rental has failed to comply with any requirement of this ordinance three (3) or more times

within a 12-month period, the city may revoke an existing permit or may deny an application to renew a permit. No new permit may be sought for the subject property for a period of twelve (12) months following a denial or revocation pursuant to this section.

- b. If a property is the subject of five (5) or more violations of federal law, state law, or the other provisions of the city code outside of this ordinance within the previous 24-month period, the city may revoke an existing permit; may deny an application for an original permit; or may deny an application to renew a permit, based on: (1) the frequency of any repeated violations; (2) whether a violation was committed intentionally or knowingly; and (3) any other information that demonstrates the degree to which the owner or occupant has endangered public health, safety, or welfare. No new permit may be sought for the subject property for a period of twelve (12) months following the denial or revocation pursuant to this section.
 - c. A permit applicant may appeal the director's decision to revoke an existing permit or deny an application, in accordance with the process set forth in section 23-9 of this ordinance.
- (2) For purposes of this section, the city must serve notice of intent to revoke the permit by certified mail, return receipt requested, or posting on the subject property. The revocation is effective immediately and an owner and/or operator must discontinue operation as a short-term rental within ten (10) days of receipt of such notice. If a permit is revoked, no new permit with respect to such short-term rental shall be issued for a period of at least one (1) year.
 - (3) An owner, operator, or applicant may appeal the revocation of an existing permit or denial of a permit application in accordance with the process set forth in this ordinance.

Sec. 23-9. - Appeals.

- (a) The revocation of a permit or the director's denial of an application for a permit to operate a short-term rental may be appealed to the city manager in accordance with the provisions of this section.
- (b) An appeal filed under this section must be filed with the director no later than the 20th day following the date on which the permit was revoked or denied. The appeal must be sworn and must identify each alleged point of error, facts and evidence supporting the appeal, and reasons why the action of the director should be modified or reversed.
- (c) The city manager or a designee shall, not later than the 10th day after the date the notice of appeal is filed, hear the appeal, and may affirm, modify or reverse a permit revocation or application denial.
- (d) The city manager or designee shall give written notice of a decision on an appeal to the appellant.
- (e) An appellant who seeks judicial review of the city manager's review on appeal must file a petition with a court of competent jurisdiction not later than the 30th day after receipt of the notice of the decision."

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of Boerne, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5.

Any person, firm, or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-14 of the Code of Ordinances, City of Boerne, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6.

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Boerne, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance in the official newspaper of the City as required by Section 3.11 of Article III of the Charter of the City of Boerne.

SECTION 8.

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law, and it is so ordained.

SECTION 9.

The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED and APPROVED on first reading this the ____ day of July 2023.

PASSED, APPROVED, and ADOPTED on second reading this the ____ day of August 2023.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

DRAFT

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF BOERNE, TEXAS, REPEALING AND REPLACING CHAPTER 23 OF THE CODE OF ORDINANCES, CITY OF BOERNE, TEXAS, TO GOVERN SHORT-TERM RENTALS; PROVIDING REGULATIONS AND PERMITTING FOR THE OPERATION AND USE OF SHORT-TERM RENTALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING AN EFFECTIVE DATE; AND ACKNOWLEDGING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

WHEREAS, the City of Boerne, Texas (the “City”), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of Boerne, Texas (“City Council”) has determined that the regulation of short-term rental properties is in the best interest of the public; and

WHEREAS, the City Council has previously adopted regulations governing short-term rentals and now seeks to repeal and replace those regulations; and

WHEREAS, the City Council has determined that such regulations should include registration and permitting of short-term rental properties; and

WHEREAS, the City Council has considered extensive data and recommendations analyzed and developed by the City’s Planning Department in enacting the regulations set forth herein; and

WHEREAS, the purpose of the regulations set forth herein is to provide a procedure to allow the rental of private residences to visitors on a short term basis, while ensuring that such rental use does not cause adverse impacts to residential neighborhoods due to the intensive nature of the use creating excessive traffic, noise, density, and other adverse effects, and additionally to ensure that the number of occupants within such rental units do not exceed the design capacity of the structure causing health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions; and

WHEREAS, the City Council has determined that the enforcement of such regulations will promote the public health, safety and welfare of its citizens, ensure consistency in land uses and development, and protect the rights of property owners, residents, and visitors in the City of Boerne.

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

SECTION 1

Chapter 23 “Short Term Rentals” of the Code of Ordinances, City of Boerne, Texas is hereby repealed and replaced to read as follows:

Sec. 23-1. - Title.

These regulations shall be known as the "Short-Term Rental Ordinance" (the "ordinance") of the City of Boerne, Texas.

Sec. 23-2. - Applicability.

The provisions of this ordinance shall apply to all existing and future short-term rental properties as defined below.

Sec. 23-3. - Definitions.

Accessory dwelling short-term rentals or *guest house short-term rentals* means properties operated as a short-term rental where the legal owner (or the person who holds legal or equitable title to the property) resides on the property and provides guest lodging accommodation for compensation within a lawful accessory dwelling on the same lot or property as the owner's principal residence. Properties must comply with all applicable requirements for accessory dwellings.

City code means the Code of Ordinances, City of Boerne, Texas.

Director means the planning director for the city.

Local authorized representative means an individual with a 24-hour contact number who shall serve as the designated local representative for the owner and/or operator, and who shall respond to complaints regarding violations of federal, state, or local laws, and to notification of emergency conditions including but not limited to fire, natural disaster, flood, burst pipes, collapse hazard, emergency repairs, and violent crime.

Occupant means the person(s) who have lawfully obtained the exclusive use and possession of the short-term rental premises from the owner and/or operator, and the guest(s) of such person(s).

Operator means the owner or local responsible party tasked with managing a property operating as a short-term rental on behalf of the owner.

Owner means the individual or entity that owns a property operating as a short-term rental.

Short-term rental means the rental for compensation, of any residence or residential structure, or a portion of a residence or residential structure, including any portion of a dwelling unit such as a home, room in a home, accessory dwelling, manufactured/mobile home, or duplex, located within a zoning district where the residential use is lawful, for the purpose of overnight lodging for a period of not more than thirty (30) days. A short-term rental shall not include a hotel or motel, but includes all accessory dwelling short-term rentals, owner-occupied short-term rentals, and unoccupied short-term rentals.

Owner-occupied short-term rentals means properties where the legal owner or tenant (or the person who holds legal or equitable title to the property) resides on the property and provides guest lodging for compensation, and the property is the legal owner's primary residence, as evidenced by a current residence homestead exemption filed with the Kendall County Appraisal District.

Unoccupied short-term rentals means properties where the legal owner (or the person who holds legal or equitable title to the property) provides guest lodging accommodation for compensation within a lawful structure that is not located on the same lot or property as the owner's principal residence (e.g., a stand-alone home that is unoccupied unless it's being rented).

Sec. 23-4. - Purpose.

The purpose of the regulations set forth herein is to preserve the life, health, safety, and property of the occupants of residential dwelling units, the neighbors of said properties, and the general public by establishing minimum health and safety standards and registration requirements for short-term rentals as defined herein. Additionally, this ordinance is intended to preserve the neighborhood character of residential subdivisions within the city and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use. This ordinance will also clarify authorized enforcement action for repeated or multiple violations under this ordinance.

Sec. 23-5. - Compliance required.

Compliance with the regulations herein shall be required before advertising, offering to rent, or renting to an occupant any residential single-family homes, residential structures, accessory dwellings, manufactured/mobile homes, or duplexes located inside the area regulated by the city for a period of less than thirty (30) consecutive days.

Sec. 23-6. - Short-term rental application requirements.

- (a) Prior to operating or advertising in any manner a dwelling unit as a short-term rental, the owner or operator must submit an application on a form and in the manner prescribed by the city. The application shall be reviewed and must meet the criteria set forth by this ordinance prior to being approved. It shall be unlawful for any person or entity to rent to an occupant, or offer to rent to an occupant, any short-term rental without a valid short-term rental registration and permit issued under this ordinance.
- (b) The following information is required for all applications, and missing items or information shall constitute an invalid application. Additional information may be required based on individual circumstances. Applications shall be accompanied by the applicable fee identified in the city fee schedule.
 - (1) Applicant's information as follows:
 - a. *If an individual property owner.* Provide the name of the property owner, business address, home address, telephone number, and electronic mail address;
 - b. *If a management company.* Provide the name of the property manager, information concerning the property owner (as required herein) and the management company's business address, the management company's primary point of contact, phone number, and electronic mail address;
 - c. *If the owner is a partnership.* Provide each partner's business address, telephone number, and electronic mail address;
 - d. *If the owner is a legal entity, whether corporation, limited partnership, limited*

liability partnership, limited liability company, series limited liability company or other. Provide i) documentation sufficient to show that the entity is organized under the laws of the State of Texas or is a foreign entity; ii) the entity's mailing address, telephone number, electronic mail address, and primary point of contact; and iii) the names of all the owners or trustees of such entity;

- e. *If different from the applicant information.* Provide the name(s), address, electronic mail address, and phone number (24-hour contact number) of designated employee(s) or authorized representative(s) who shall be assigned to respond to emergency conditions. Emergency conditions shall include but not be limited to: fire, natural disaster, flood, burst pipes, collapse hazard, emergency repairs, and violent crime; and
- f. A certification that the information on the application is accurate and truthful under penalty of perjury under the laws of the State of Texas and that the owner and/or operator of the short-term rental will comply with the standards and other requirements of this ordinance, as well as all applicable standards and other requirements of federal, state, and local law.

- (2) Street address of the rental unit;
- (3) Designation of whether the rental unit is an accessory dwelling short-term rental, owner-occupied short-term rental, or unoccupied short-term rental;
- (4) Plot plan showing the location and quantity of parking spaces to be used in conjunction with the short-term rental;
- (5) A dimensioned floor plan of the proposed short-term rental identifying the proposed maximum number of occupants, bedrooms, other living spaces, location of safety features, and emergency evacuation routes;
- (6) Proof of liability insurance coverage providing a minimum liability coverage of \$500,000 per occurrence and \$1,000,000 in the aggregate, and containing an endorsement to provide the city with a minimum of a 30-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage, provided that a minimum of 10 days' notice shall be required in the event of non-payment of premium;
- (7) A contact phone number and electronic mail address to be used to schedule the safety inspection to be performed by a City of Boerne inspector; and
- (8) Confirmation that notice of the use of a short-term rental has been provided to the HOA (if applicable).

Sec. 23-7. - Short-term rental criteria.

- (a) Short-term rentals shall comply with the following criteria:
 - (1) *Location criteria and lot limitation.*

- a. *Residential zoning districts.* In areas zoned for residential use, no short-term rental shall operate within 200 feet of another short-term rental on the same block face, measured property line to property line. Only one short-term rental may operate on any lot, property or parcel in an area zoned for residential use.
- b. *Overlay districts.* Short-term rentals may operate on properties zoned for commercial use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District with no separation requirements. Short-term rentals may operate on properties zoned for residential use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District, subject to the separation requirement identified in subsection 23-7(a)(1)(a) herein.
- c. *All other commercial zoning districts.* Short-term rentals shall not operate in areas zoned for commercial use except to the extent permitted by subsection 23-7(a)(1)(b) herein.
- d. *Special exception available.* In order to obtain a permit for a short-term rental that would otherwise violate the minimum separation distance and lot limitation described herein, a property owner may apply to the zoning board of adjustment for a special exception in accordance with section 1.12(C) of the city's unified development code. The board may consider factors such as the following:
 - 1. Whether operation as a short-term rental in excess of the density limitation will not adversely impact the residential quality of the neighborhood in which the property is located;
 - 2. Whether such operation is likely to disrupt adjacent owners' right to the quiet enjoyment of their property (for example, by considering whether lot sizes are small enough that noise is likely to affect neighboring property owners);
 - 3. Whether such operation will substantially impact nearby streets, including whether the property provides only limited off-street parking;
 - 4. Whether the applicant seeks to operate an entire residence as a short-term rental or whether the short-term rental use is limited to a portion of the residence;
 - 5. Whether the applicant occupies the premises as their primary residence or uses it as an investment property; and
 - 6. Whether other short-term rentals in excess of the minimum separation distance are already operating on that block.

(2) *Occupancy.* The maximum number of persons permitted to stay in a short-term rental is limited to two (2) persons per bedroom, plus two (2) additional persons.

- a. *Special exception available.* In order to obtain a permit for a short-term

rental that would otherwise violate the occupancy limit described herein, a property owner may apply to the zoning board of adjustment for a special exception in accordance with section 1.12(C) of the city's unified development code. The board may consider the factors identified in subsection 23-7(a)(1)(d) described herein with respect to occupancy, as well as the size of the property and fire safety concerns.

- (3) *Signage.* No signs identifying the short-term rental shall be permitted, except that a single nameplate, not exceeding one square foot in area, may be attached flat to the main building.
 - (4) *Taxation.* The owner and/or operator of the short-term rental property shall register with the city finance department to pay hotel occupancy taxes prior to the date that the short-term rental permit application is approved, and the owner and/or operator must remit all applicable hotel occupancy taxes in a timely manner pursuant to applicable laws.
 - (5) *Temporary structures prohibited.* No recreational vehicle, tent, or temporary structure of any kind shall be used as a short-term rental.
 - (6) *Building code.* All structures must comply with the building code applicable at time of construction.
 - (7) *Parking.* A minimum of one parking space per bedroom rented shall be provided on site. On-street parking may be counted toward the required parking spaces as long as it abuts the property, is a minimum of 25 feet in length per space and provides adequate clear space for a mailbox and trash receptacle. It shall be unlawful for an owner, operator, or occupant of a short-term rental to otherwise violate the city's ordinance governing stopping, standing and parking.
 - (8) *Noise.* It shall be unlawful for an owner or occupant of a short-term rental to allow, permit, or make any noise that would be in violation of the Chapter 14, Article V of the city code.
 - (9) *Minimum stay.* It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than one night.
 - (10) *Events.* It shall be unlawful for an owner or occupant to advertise, promote, or operate a special event, or allow the advertising, promotion, or operation of a special event (including, but not limited to, operations as an event center or operations for a banquet, wedding, reception, reunion, party, concert or similar activity that would assemble large numbers of invitees) to be held on the premises.
 - (11) *Advertising.* The owner or operator shall not advertise or promote, or allow another to advertise or promote, the short-term rental without including the occupancy limits, parking standards, and city permit number for the listing.
 - (12) *Utilities.* If the home is served by well and/or septic, these facilities must be maintained in such a manner that meets the regulatory requirements of Cow Creek and Kendall County specifications as applicable.
- (b) *Occupant online notification.*

Each owner or operator of a short-term rental shall provide guests with online information that shall also be posted in a visible location within the short-term rental. The information shall include the following:

- (1) The owner's or operator's contact information, including a direct phone number;
- (2) The local authorized representative's contact information, including the direct 24-hour phone number;
- (3) Pertinent neighborhood information, including but not limited to parking restrictions, dedicated on-site parking information, restrictions on noise and amplified sound, trash collection schedule, and relevant water restrictions;
- (4) Information advising guests if the property is located in a flood plain;
- (5) Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire, and emergency medical services providers and instructions for obtaining severe weather and natural or manmade disaster alerts and updates; and
- (6) A sketch of the floor plan, which identifies sleeping areas, the proposed maximum number of guests, evacuation route(s), location of fire extinguisher(s) and location of authorized parking spaces (not to include the garage).

Sec. 23-8. - Short-term rental property permit.

- (a) *Applicant responsibility.* It is the owner's and/or operator's responsibility to renew the registration for each rental unit within the city as prescribed by this ordinance.
- (b) *Incomplete application.* Incomplete applications will not be processed, and a permit will not be issued.
- (c) *Fee required.* An applicant for a short-term rental permit shall pay permit and/or inspection fees as follows on the effective date of this ordinance, or as subsequently amended by the city fee ordinance.
 - (1) Short-term rental permit application: \$200
 - (2) Short-term rental inspection by city inspector: \$100
- (d) *Inspection.* An applicant for a short-term rental permit shall complete a safety inspection of the property to be operated as a short-term rental. Such inspection shall be performed by either (i) a city inspector, subject to the inspection fee required by subsection 23-8(c) herein, or (ii) by a licensed real inspector reporting the results of such inspection on the city's short-term rental inspection checklist. An applicant for a short-term rental permit located in the city's extra-territorial jurisdiction shall not be required to obtain an inspection.
- (e) *Permit number.* Once properly registered, each short-term rental shall be issued a unique permit number. The permit number must be included in all advertisements, whether online, in print, or in some other medium, for the short-term rental. Permit information will be provided to the city police department.

- (f) *Permit expiration and renewal.*
- (1) A short-term rental permit issued under this ordinance shall expire two years from the permit effective date and shall be renewed within thirty (30) days after expiration.
 - (2) To renew a short-term rental permit, the owner or operator may submit an application for review 30 days prior but no later than the expiration of the renewal period as stated above with the required permit fee and accessory documentation.
 - (3) Any property owner delinquent and/or owing the fees and/or taxes to the city, including but not limited to hotel occupancy tax and utility service fees, will be prohibited from registering a short-term rental until such time as payment in full is made or other required acceptable resolution is approved by the city finance department.
- (g) *Changes to the permit.* The owner has a duty to notify the city within twenty (20) calendar days, in writing, of any changes to information submitted as part of a short-term rental permit application under this ordinance.
- (h) *Transferability.* A short-term rental permit may be transferred to another owner or operator within one (1) year of the date of change in ownership. A transferee must complete a short-term rental permit application and inspection and submit all applicable fees as required by this ordinance. A short-term rental permit shall not be transferred to another location. Prior to transferring the property ownership, the current owner shall provide to the new owner a Certificate of Paid Hotel Taxes obtained from the city finance department.
- (i) *Annual update.* On an annual basis, city staff shall provide a short-term rental program update to the city council to review permitting and enforcement information.

Sec. 23-9. - Offenses and enforcement.

- (a) *Offenses.* An owner, operator, or occupant commits an offense if such individual or entity:
- (1) Violates any of the regulations herein;
 - (2) Allows operation of a short-term rental that is not registered with the city;
 - (3) Fails to renew registration but continues to operate a short-term rental; or
 - (4) Omits or provides false or incorrect information on an application for a short-term rental permit.
- (b) *Evidence.* Any advertisement, whether it be online, in print, or in some other medium, promoting the availability of a property within the city for rent for a period of less than thirty (30) days, shall constitute prima facie evidence of the property's use as a short-term rental.
- (c) *Offenses.* An offense as stated above shall constitute a class C misdemeanor. Any person, firm, entity, or any others acting on behalf of said person, firm, or entity violating or failing to comply with these provisions is subject to payment of a fine not to exceed \$2,000.00 plus court costs for all violations of regulations governing fire safety, zoning, or public health and sanitation, other than dumping of refuse; \$4,000.00 plus court costs for

all violations of regulations governing dumping of refuse; and \$500.00 plus court costs for all other violations. Each act of violation and each day upon which such violation occurs constitutes a separate offense.

(d) *Existing short-term rentals.*

(1) All Short-term rentals existing as of the adoption of this ordinance shall have six (6) months from the date of adoption to come into compliance with the requirements of this ordinance to be eligible for the permit renewal. Notwithstanding the foregoing, a short-term rental that was lawfully in existence based on preexisting permits and current hotel occupancy tax remittance on the effective date of this ordinance shall be considered a legal nonconforming use, and the renewal or transfer of such existing permit shall not be subject to the minimum separation distance set forth in this ordinance.

(2) *Temporary short-term rentals.* Any short-term rental issued a temporary permit prior to the date of adoption of this ordinance shall be required to come into conformance with the requirements as stated herein for short-term rentals within six (6) months of the date of adoption. Notwithstanding the foregoing, a temporary short-term rental that was lawfully in existence on the effective date of this ordinance shall be considered a legal nonconforming use and shall not be subject to the minimum separation distance set forth in this ordinance.

(e) *Revocation; repeat offenses.*

(1) The city may revoke or deny an application to renew a short-term rental permit if it is determined that:

- a. The owner and/or operator has failed to timely remit applicable hotel occupancy tax and all applicable tax is not paid within sixty (60) days of the issuance of a delinquency notice;
- b. The permit is not renewed within thirty (30) days of the required renewal date; or
- c. The property is declared a hazard or the dwelling is declared a substandard structure by the building official of the city; or
- d. The owner and/or operator has not collected hotel occupancy taxes during the previous 24-month period, such that the non-collection demonstrates that the short-term rental has not been operated within that period. Notwithstanding the foregoing, a permit shall not be revoked for non-operation and non-collection of hotel occupancy taxes if the property owner notifies the city that it is temporarily suspending operation as a short-term rental in order to renovate the short-term rental, utilize the short-term rental as a primary residence, or for other such reasonable justification as determined by the director.

(1) The city may revoke a short-term rental permit for the following repeat offenses:

- a. If the owner, operator, or any occupant of a short-term rental has failed to comply with any requirement of this ordinance three (3) or more times

within a 12-month period, the city may revoke an existing permit or may deny an application to renew a permit. No new permit may be sought for the subject property for a period of twelve (12) months following a denial or revocation pursuant to this section.

- b. If a property is the subject of five (5) or more violations of federal law, state law, or the other provisions of the city code outside of this ordinance within the previous 24-month period, the city may revoke an existing permit; may deny an application for an original permit; or may deny an application to renew a permit, based on: (1) the frequency of any repeated violations; (2) whether a violation was committed intentionally or knowingly; and (3) any other information that demonstrates the degree to which the owner or occupant has endangered public health, safety, or welfare. No new permit may be sought for the subject property for a period of twelve (12) months following the denial or revocation pursuant to this section.
 - c. A permit applicant may appeal the director's decision to revoke an existing permit or deny an application, in accordance with the process set forth in section 23-9 of this ordinance.
- (2) For purposes of this section, the city must serve notice of intent to revoke the permit by certified mail, return receipt requested, or posting on the subject property. The revocation is effective immediately and an owner and/or operator must discontinue operation as a short-term rental within ten (10) days of receipt of such notice. If a permit is revoked, no new permit with respect to such short-term rental shall be issued for a period of at least one (1) year.
 - (3) An owner, operator, or applicant may appeal the revocation of an existing permit or denial of a permit application in accordance with the process set forth in this ordinance.

Sec. 23-9. - Appeals.

- (a) The revocation of a permit or the director's denial of an application for a permit to operate a short-term rental may be appealed to the city manager in accordance with the provisions of this section.
- (b) An appeal filed under this section must be filed with the director no later than the 20th day following the date on which the permit was revoked or denied. The appeal must be sworn and must identify each alleged point of error, facts and evidence supporting the appeal, and reasons why the action of the director should be modified or reversed.
- (c) The city manager or a designee shall, not later than the 10th day after the date the notice of appeal is filed, hear the appeal, and may affirm, modify or reverse a permit revocation or application denial.
- (d) The city manager or designee shall give written notice of a decision on an appeal to the appellant.
- (e) An appellant who seeks judicial review of the city manager's review on appeal must file a petition with a court of competent jurisdiction not later than the 30th day after receipt of the notice of the decision."

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of Boerne, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5.

Any person, firm, or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-14 of the Code of Ordinances, City of Boerne, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6.

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Boerne, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance in the official newspaper of the City as required by Section 3.11 of Article III of the Charter of the City of Boerne.

SECTION 8.

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law, and it is so ordained.

SECTION 9.

The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED and APPROVED on first reading this the ____ day of July 2023.

PASSED, APPROVED, and ADOPTED on second reading this the ____ day of August 2023.

APPROVED:

Mayor

ATTEST:

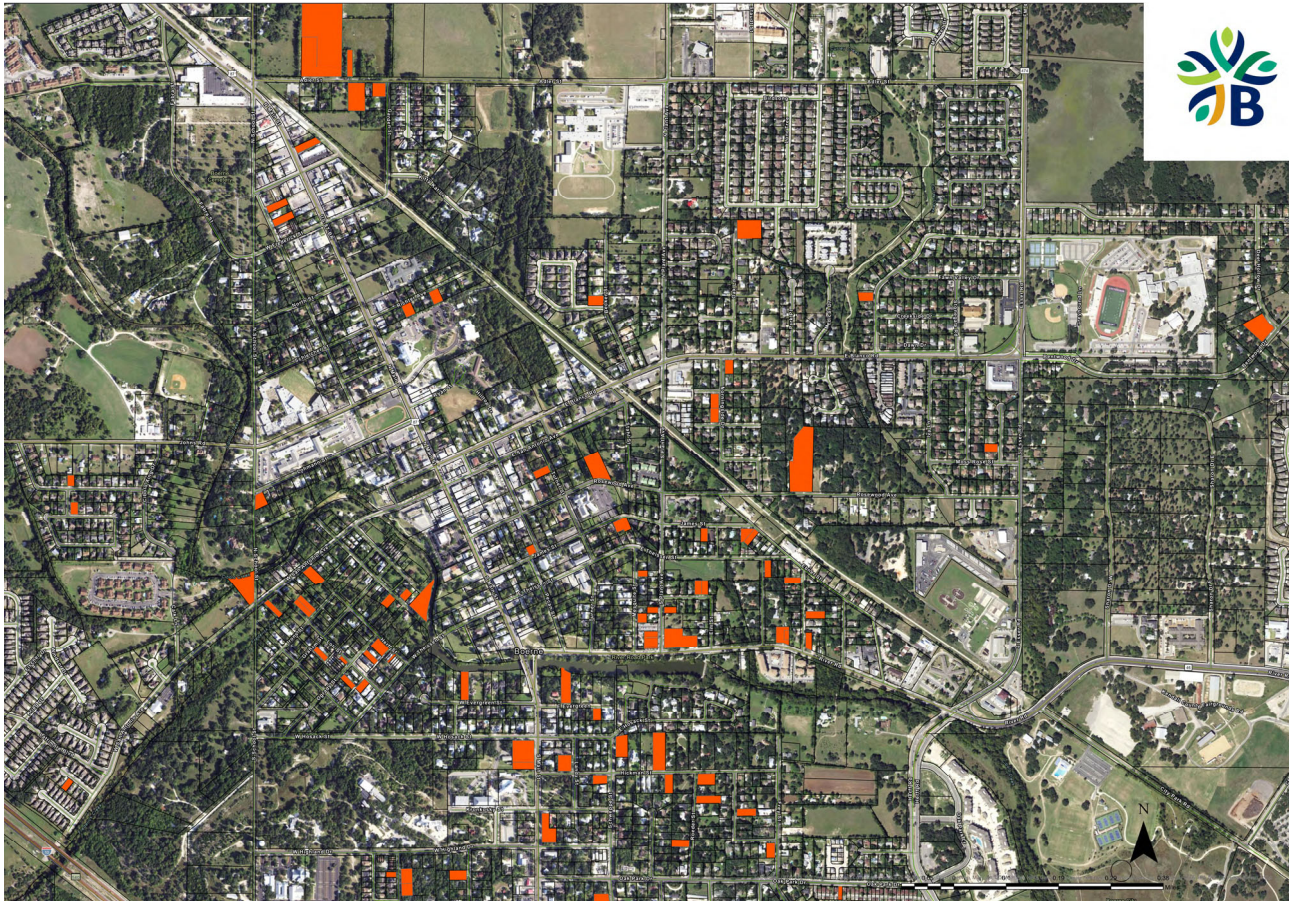
City Secretary

APPROVED AS TO FORM:

City Attorney

DRAFT

Active Short-Term Rentals in Boerne



97 Current STRs:

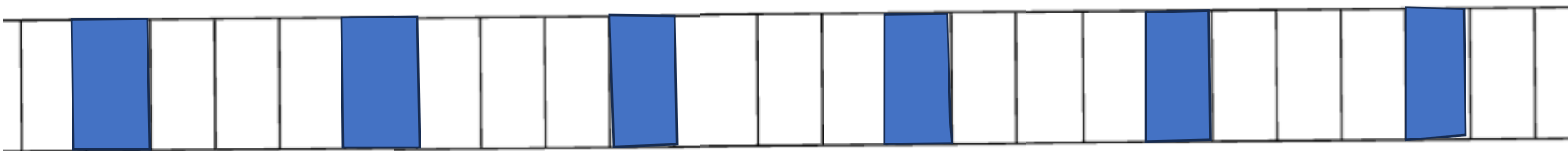
- 2: RE
- 1: R1-L
- 31: R1-M
- 35: R2-M
- 4: R3-A
- 12: C2
- 3: C3
- 9: ETJ

75% in Residentially Zoned Areas



INTEGRITY • COLLABORATION • RESPECT • SERVICE • EXCELLENCE

25 x 50 ft frontage lots



195 ft

- 1 STR per block face, or every 4 lots
- Separation of 4 lots, independent of lot size
- It would prevent having multiple STR close to each other, but if your neighbor has one, you are automatically not allowed

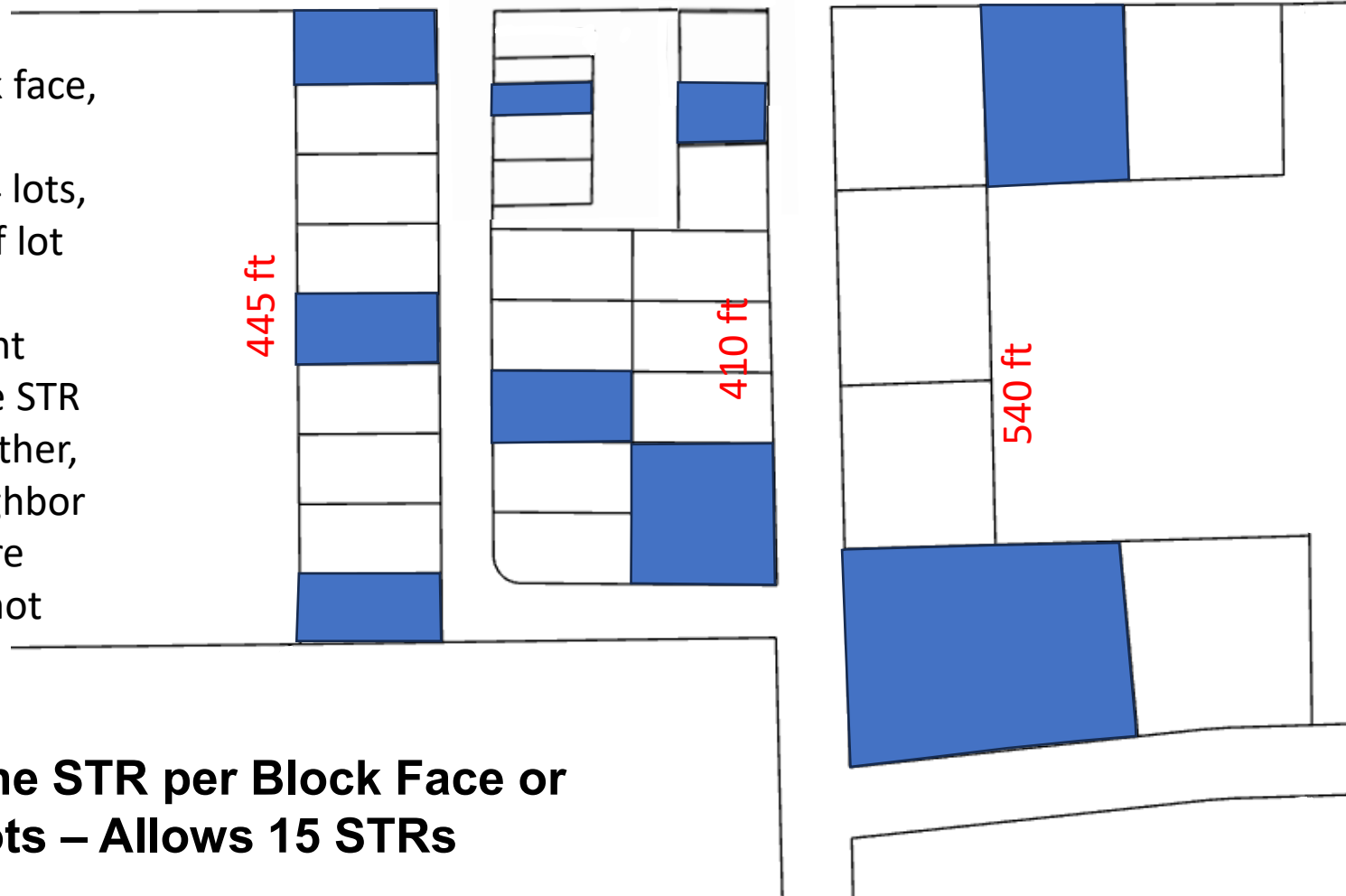
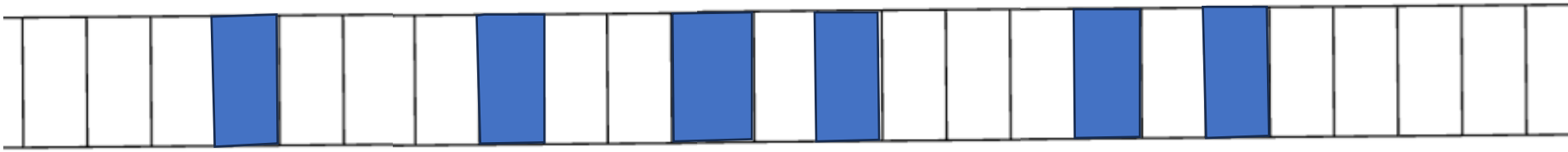


Diagram of One STR per Block Face or Every Four Lots – Allows 15 STRs

25 x 50 ft frontage lots



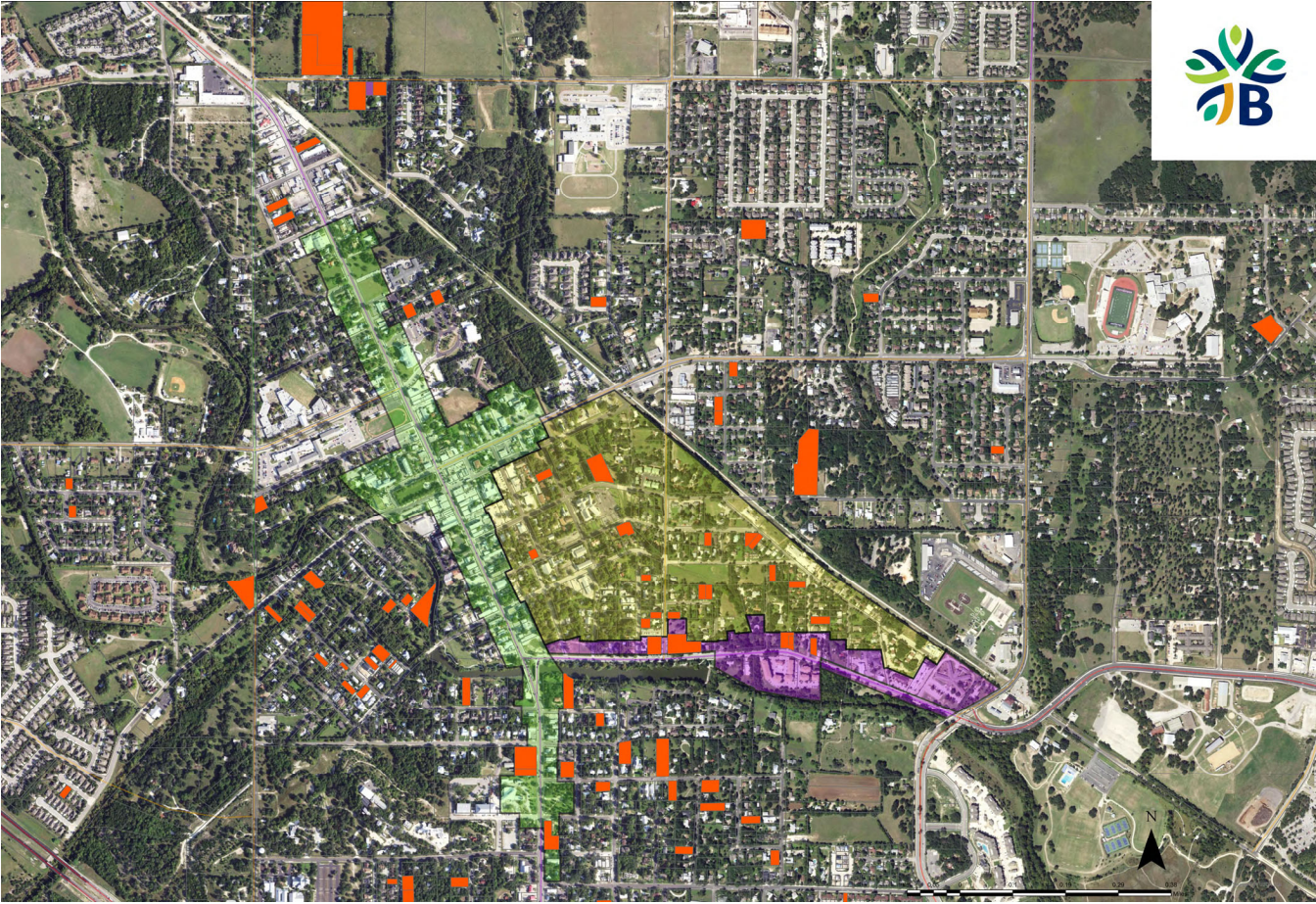
195 ft

- 1 STR per every 200 ft of a block face
- Would allow for “pockets” of STR within a neighborhood (2 or more STR next to each other)



Diagram of One STR per Every 200 Ft of a Block Face – Allows 15 STRs

Overlay Districts & STR Locations:



- Historic District
Historic District
- Downtown Community
Downtown Community
- River Road
River Road
- SHORT TERM RENTAL
ACTIVE PERMIT

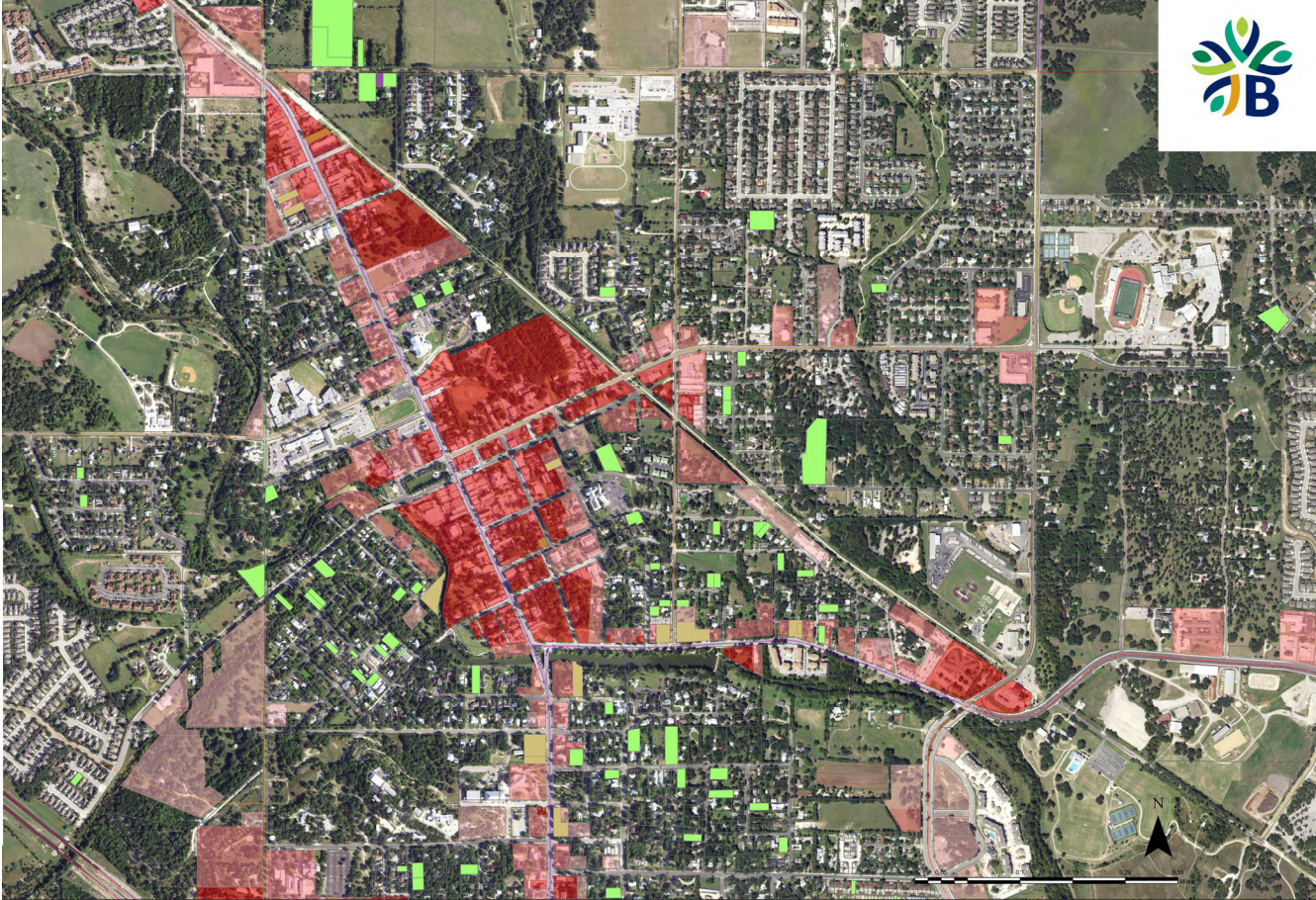


INTEGRITY • COLLABORATION • RESPECT • SERVICE • EXCELLENCE

Commercial Properties

532 Parcels:

- 59: C-1 Neighborhood
- 124: C-2 Transitional
- 174: C-3 Community
- 61: C-4 Regional



INTEGRITY • COLLABORATION • RESPECT • SERVICE • EXCELLENCE

STR Regulation Comparison (Various Cities) July 2023

STR Regulations	Arlington	Dallas	Fredericksburg	Grandbury	Helotes	Kerrville	Marble Falls	New Braunfels	San Marcos	Wimberley	Boerne Proposed
Inspection Requirements	City Inspects	City Inspects	City Inspects (one day per wk)	Pay fee & City Inspects	City Inspects	No	City Inspects	Pay fee & City Inspects	No	City Inspects	City Inspects
Insurance Requirements	Insurance Certificate	Insurance Contact Info	No	Insurance Certificate	Insurance Certificate	No	Insurance Certificate	Insurance Certificate	No	No	Insurance Certificate
Parking Requirements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Plot Plan - Shows Parking	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
Transferable to New Owner	No	No	Yes	No	Yes	N/A	No	Yes	No	No	No
Expiration of Permit	Yes-1 yr	Yes-1 yr	Yes-1 yr	Yes-1 yr	Yes-1 yr	Yes-1 yr	Yes-1 yr	Yes-1 yr	Yes-1 yr	Yes-2 yrs	Yes-2 yrs
Registration Fees	\$500	\$43 per single dwelling unit	\$150 for first bedroom plus \$100 per bdrm after (5 max)	\$200	None	\$100	\$175	\$206	\$61	\$650	\$300
Renewal Fees	\$500	\$43	\$150 for first bedroom plus \$100 per bdrm after (5 max)	\$200	None	\$50	\$175	\$206	\$61	\$125	\$200
Allowed in Residential	Yes - in STR Zone	No	Yes w/ restrictions in different zoning categories	Yes - SUP required	No	Yes	Yes	No	Yes	Yes - Conditional Use Permit required in all zoning categories	Yes - with 350 ft separation requirement
Separation Distance	Have STR Zone	No	No	No	No	No	No	No	No	No	Yes
Occupancy Restrictions	2 per bedroom, plus 2; Max of 12	No more than 3 guests per bedroom	2 per bedroom, plus 2; Max of 12	2 per bedroom	Unknown	2 per bedroom, plus 2; Max of 12	2 per bedroom, plus 2	2 per bedroom, plus 2	2 per bedroom, plus 2	Stipulated in Conditional Use Permit	2 per bedroom, per 2; Max of 10
Events Allowed	Yes	No	Yes	No	Yes	No	Yes - Req Special Event Permit	No	No	No	No



Planning Development
 447 N. Main St.
 Boerne, TX 78006
 830-248-1501
www.ci.boerne.tx.us

Short-Term Rental (STR) Inspection Checklist

Property Information:

1	Property Manager:	Telephone number:
2	Property Owner:	Telephone number:
3	Property Address:	
4	Number of Bedrooms:	Number of Bathrooms:

Building Safety Inspection

N/A	Pass	DOOR LOCKS
		Exterior entry doors have working locking mechanism, and do not require a key to exit from the inside.
		All exterior doors open and close properly and lock and unlock easily
N/A	Pass	SMOKE DETECTORS
		Smoke alarms are installed in each sleeping room, outside of each separate sleeping area in the immediate vicinity of the bedroom(s), and on each occupiable story, including habitable attics
		All smoke detectors work properly, and the alarm sounds when tested
		For smoke alarms that are hardwired, a battery is installed for battery backup functionality
		Smoke detectors can't be more than 10 years old
N/A	Pass	CARBON MONOXIDE DEVICES ALARMS & DETECTORS
		If the dwelling unit contains a gas-burning heater, appliance, fireplace, or attached garage, carbon monoxide (CO) devices are required to be installed in accordance with local building standards and the manufacturer's installation instructions
		Operational CO alarms are installed outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s), in a bedroom where a gas-burning appliance is located, and on each occupiable level inside the unit

N/A	Pass	FIRE SAFETY
		Printed and posted floor plans and home fire escape plans from each floor indicating two ways out
		Fire extinguishers shall be installed on each floor in plain view, and annual testing performed tag attached
		Instructions shall be provided for gas, water, and electrical shut off and home heating appliance and safety use
N/A	Pass	FIRE EXTINGUISHER
		Each extinguisher has been tagged and serviced by a state-licensed contractor within the last year
		Each fire extinguisher is fully charged, operable, and readily available for use
N/A	Pass	HEATING
		All heating equipment is operational and in safe working condition, with covers free of rust and dust build-up.
		Gas heater is operating normally and is provided with minimum combustion air.
		For buildings with a thermostat not under the control of the tenants, the temperature setting on the thermostat is set at 68°F minimum.
		All service gas lines in the unit are free of leaks and any gaseous odors.
		All gas lines in the unit have shut-off valves and flex lines at the appliance connection.
N/A	Pass	VENTILATION
		All windows open and close easily and can remain open
		Any security bars can be released from the interior
		The windows required for egress in sleeping rooms are able to open completely and are fully operable, with a minimum opening size of 5 sq ft.
		All window glass is in good condition, free of damage, without cracks, and properly sealed at the edges
		If bathrooms have fixed windows or no windows, verify that the required mechanical ventilation system is in working order
N/A	Pass	APPLIANCES
		All appliances are in working condition, with all metal finishes free of visible deterioration
		Free-standing stove has a tilt guard
		If there is a gas stove, it is free of gaseous odors indicating a gas leak
N/A	Pass	ELECTRICAL WIRING
		All electrical outlets and light switches are functional and secure, have faceplates covering the opening, and are installed against the mounting surface
		All wires or electrical cables in habitable spaces are protected
		All electrical boxes located in accessible areas have cover plates that cover the opening and are installed against the mounting surface

N/A	Pass	PLUMBING
		All faucets are in working condition, with all handles, valves, diverters, and strainers available, free of leaks and visible deterioration
		Hot and cold water have sufficient flow
		All drainage and sewer piping drain properly and are free of leaks; all readily accessible pipes are free of visible deterioration
		Toilets are secure in place, in good working condition, and free of leaks
N/A	Pass	WEATHER PROTECTION
		Exterior walls, roofs, and ceilings are free from leaks and have no chipped or peeling paint
N/A	Pass	HANDRAIL, GUARDRAIL, STAIRWAY, AND EXTERNAL FEATURES CONDITION
		Handrails and guardrails are tightly fastened, sound, in good condition and return to the walls
		Stairways, including treads, risers, and landings, are in good condition, adequately fastened, free of wood rot and rust, and have no missing, broken, or loose parts.
		All elevated exterior decks, balconies, stairways, and/ or walkways that are located more than 6 feet (should be 30") above grade & exposed to the weather are structurally sound and show no visible signs of sagging, leaning, cracking, or other defects that may permit moisture intrusion or potentially lead to structural deterioration. Decks 30" or more above adjacent grade have guards installed at a minimum height of 36", Required <i>guards</i> shall not have openings from the walking surface to the required <i>guard</i> height that allow passage of a sphere 4 inches (102 mm) in diameter.
		All exit pathways and stairways are clear of open storage, trash, and debris. <i>Handrails</i> shall be provided on not less than one side of each flight of stairs with four or more <i>risers</i> .
		All electrical fixtures providing lighting and directional signage for the common areas are in working condition
N/A	Pass	ELEVATOR, MECHANICAL LIFT
		Any elevator or mechanical lift shall be operational and in safe working condition

NOTES/ COMMENTS	

ACKNOWLEDGEMENTS

I _____ [inspector name] conducted an inspection of the interior and exterior areas of all structure(s), dwelling unit(s), common area(s), and appurtenances of the property located at the above-mentioned address on _____ [date/s].

Based on my inspection of this property on such date/s, I find that it is safe to occupy for residential purposes in its present condition. In connection with my inspection/s of this property, I observed nothing that indicates or suggests that the property in its present condition poses a hazard to life, health, or public safety.

I have completed the STR checklist form provided for this property by the City of Boerne. I have noted on the form any deficiencies (violations), concerns, or suspect conditions for which I recommend additional action or further investigation.

Should the form I completed for this property's inspection or reinspection indicate deficiencies that I have noted remain uncorrected, my signature here is intended to certify to the City of Boerne that I believe this property, nevertheless, is safe to occupy despite the uncorrected conditions I have noted on my form.

I understand and intend that the City of Boerne rely on this certification by me of the safety of this property for residential use as short-term lodging by the public in deciding whether to approve the property owner's application for a license to operate this property in its present condition for a Short-Term Rental use.

_____ (signature), _____ (date),

_____ (TREC or ICC license number), _____ (expire date)



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date	<i>August 8, 2023</i>		
Requested Action	CONSIDERATION AND APPROVAL OF ORDINANCE NO. 2023-22; AUTHORIZING THE ISSUANCE OF “CITY OF BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS; AND PROVIDING FOR AN EFFECTIVE DATE		
Contact Person	Sarah Buckelew, CPA, 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 intends to issue the general obligation bonds in two issuances of \$18 million each.</p> <p>Bids for the City of Boerne General Obligation Bonds, Series 2023 in the amount of \$18 million are due on August 8, 2023. Duane Westerman, SAMCO Capital Markets will present to Council the results of bids received as well as our recommendation.</p>		
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation </td> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ </td> </tr> </table>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation	<input checked="" type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation	<input checked="" type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____		
Financial Considerations	The debt will be issued as premium bonds payable over a 20 year term at the prevailing interest rate per bids received.		
Citizen Input/Board Review	Many workshops were held during the election process, and the propositions passed with 59% and 60% approval for Proposition A and Proposition B respectively. Voters were informed that the impact of the bond issuance could increase the property tax rate by 5.8 cents per		

	\$100 taxable valuation.
Legal Review	All legal documents have been reviewed and approved by Bond Counsel, Stephanie Leibe with Norton Rose Fulbright.
Alternative Options	Not applicable.
Supporting Documents	<ul style="list-style-type: none">• Ordinance authorizing the issuance of “City of Boerne, Texas General Obligation Bonds, Series 2023”• PowerPoint presentation

ORDINANCE 2023-22

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM; COMPLYING WITH THE PROVISIONS OF THE DEPOSITORY TRUST COMPANY’S LETTER OF REPRESENTATIONS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Boerne, Texas (the *Issuer* or the *City*) hereby finds and determines that general obligation bonds of the City in the total principal amount of \$_____ (being the principal amount of \$_____,_____,_____ and a portion of premium of \$_____) of the hereinafter defined voter authorization should be issued and sold at this time, being the first series of general obligation bonds approved and authorized to be issued at an election held on November 8, 2022 (the *Election*), the authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this ordinance, and amounts remaining to be issued from such voted authorization subsequent to the date hereof being as follows:

<u>Date Voted</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Previously Issued Bonds</u>	<u>Bonds Issued Herein</u>	<u>Premium allocated to Voted Authority</u>	<u>Amount Unissued</u>
11/08/2022	Streets	\$23,000,000.00	\$0.00	\$_____,_____,_____	\$_____	\$_____
11/08/2022	Parks and Recreation	\$13,000,000.00	\$0.00	\$_____,_____,_____	\$_____	\$_____

WHEREAS, the Governing Body intends to issue an aggregate principal amount of \$_____,_____,_____ in general obligation bonds the proceeds of which will be utilized for the purposes of: (i) designing, demolishing, constructing, renovating, improving, reconstructing, restructuring and extending streets and thoroughfares and related land and right-of-way sidewalks, streetscapes, collectors, drainage, signage, landscaping and beautification, upgrading technology and traffic signals, acquiring lands and rights-of-way necessary thereto or incidental therewith; (ii) acquiring, constructing, equipping, renovating, and landscaping park, recreation, and open space improvements and additions including public facilities located in and integral to such parks, acquiring necessary lands and rights-of-way; and (iii) payment of costs of issuance of the general

obligation bonds; and

WHEREAS, the Governing Body hereby finds and determines that issuance of the general obligation bonds is in the best interests of the residents of the City, now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$____,____,____) to be designated and bear the title “City of Boerne, Texas General Obligation Bonds, Series 2023” (the *Bonds*), for the purpose of providing funds for the purposes of: (i) designing, demolishing, constructing, renovating, improving, reconstructing, restructuring and extending streets and thoroughfares and related land and right-of-way sidewalks, streetscapes, collectors, drainage, signage, landscaping and beautification, upgrading technology and traffic signals, acquiring lands and rights-of-way necessary thereto or incidental therewith; (ii) acquiring, constructing, equipping, renovating, and landscaping park, recreation, and open space improvements and additions including public facilities located in and integral to such parks, acquiring necessary lands and rights-of-way; and (iii) payment of costs of issuance of the general obligation bonds, in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1331, as amended, Texas Government Code, Chapter 331, as amended, Texas Local Government Code, the Home Rule Charter of the Issuer, this ordinance adopted by the Governing Body on August 8, 2023, and the Election referenced in the preamble to this Ordinance.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Bond Date. The Bonds are issuable in fully registered form only; shall be dated August 15, 2023 (the *Bond Date*) and shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward; and the Bonds shall become due and payable on March 1 in each of the years and in principal amounts (the *Stated Maturities*), in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

Years of
Stated Maturity

Principal
Amounts (\$)

Interest
Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2024, while the Bonds are Outstanding.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable, without exchange or collection charges to the Holder (as hereinafter defined), appearing on the registration and transfer books maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of _____, _____, _____ to serve as the initial Paying Agent/Registrar (the *Paying Agent/Registrar*) for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state

banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Bonds (the *Holder* or *Holder*s) appearing on the Security Register maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of paying interest thereon, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof upon redemption of the Bonds or at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds, shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special

Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Term Bonds. The Bonds stated to mature on March 1, 20__ and March 1, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on March 1 in each of the years as set forth below:

<u>Term Bonds</u> <u>Stated to Mature</u> <u>on March 1, 20__</u>		<u>Term Bonds</u> <u>Stated to Mature</u> <u>on March 1, 20__</u>	
<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after March 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on March 1, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount

thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 5: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by its Mayor or Mayor Pro Tem under the seal of the Issuer reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Bond Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, transfer, or exchange of the Bonds shall at all times be kept and maintained by the Issuer at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denominations and having the same Stated Maturity

and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds", evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 16 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7: Initial Bond. The Bonds herein authorized shall be issued initially either (i) as a fully registered Bond in the total principal amount of \$____,____,____ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond*) and, in either case, the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts, bearing applicable interest rates, and shall be lettered "R" and numbered consecutively from one (1) upward, for transfer

and delivery to the Holders named and at the addresses identified therefor; all pursuant to and in accordance with and pursuant to such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and any reproduction of an opinion of Bond Counsel) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Kendall
CITY OF BOERNE, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2023

Bond Date:
August 15, 2023

Interest Rate:

Stated Maturity:

CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Boerne, Texas (the *Issuer*), a body corporate and municipal corporation located in the County of Kendall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof (computed on the basis of a 360-day year of twelve 30-day months) from the Bond Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above; such interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*), commencing March 1, 2024.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding the Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$____,____,____ (the *Bonds*) pursuant to an ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose of providing funds for: (i) designing, demolishing, constructing, renovating, improving, reconstructing, restructuring and extending streets and thoroughfares and related land and right-of-way sidewalks, streetscapes, collectors, drainage, signage, landscaping and beautification, upgrading technology and traffic signals, acquiring lands and rights-of-way necessary thereto or incidental therewith; (ii) acquiring, constructing, equipping, renovating, and landscaping park, recreation, and open space improvements and additions including public facilities located in and integral to such parks, acquiring necessary lands and rights-of-way; and (iii) payment of costs of issuance of the general obligation bonds, in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1331 as amended, Texas

Government Code, Chapter 331, as amended, Texas Local Government Code the Election, and the Ordinance.

As specified in the Ordinance, the Bonds stated to mature on March 1, 20__ and March 1, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on March 1 in each of the years as set forth below:

<u>Term Bonds Stated to Mature on March 1, 20__</u>		<u>Term Bonds Stated to Mature on March 1, 20__</u>	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Ordinance, the Bonds having Stated Maturities on and after March 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on March 1, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to

the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the Issuer.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Ordinance.

As provided in the Ordinance and subject to certain limitations contained therein, this Bond is transferable on the Security Register of the Issuer, upon presentation and surrender of this Bond for transfer at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of

surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Issuer has caused this Bond to be duly executed under its official seal.

CITY OF BOERNE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Ordinance; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____, _____, as Paying
Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

F. Initial Bond. The Initial Bond shall be in the form set forth in paragraph B of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

(1) immediately under the name of the bond the headings "Interest Rate ____" and "Stated Maturity ____" shall both be completed "as shown below";

(2) the first two paragraphs shall read as follows:

The City of Boerne, Texas (the *Issuer*), a body corporate and municipal corporation located in the County of Kendall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above stated to mature on the first day of March in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Bond Date specified above or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*) commencing March 1, 2024.

Principal of this Bond shall be payable to the Holder, upon presentation and surrender to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding the Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers (hereinafter defined), the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, certain terms used in Sections 18 and 36 of this Ordinance have the meanings assigned to them in such Sections, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, City Secretary, City Manager, Director of Finance, and/or City Secretary.

B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

C. The term *Bonds* shall mean the \$_____,_____,_____ "CITY OF BOERNE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2023" authorized by this Ordinance.

D. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment in full by the Purchasers.

E. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

F. The term *Depository* shall mean an official depository bank of the Issuer.

G. The term *Government Securities*, as used herein, shall mean: (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

H. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Bond.

I. The term *Interest Payment Date* shall mean the date semiannual interest is payable on the Bonds, being March 1 and September 1 of each year, commencing March 1, 2024, while any of the Bonds remain Outstanding.

J. The term *Issuer* shall mean the City of Boerne, Texas, located in the County of Kendall, Texas and, where appropriate, the Governing Body of the Issuer.

K. The term *Ordinance* shall mean this ordinance adopted by the Governing Body of the Issuer on August 8, 2023.

L. The term *Outstanding* when used in this Ordinance with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 19 of this Ordinance; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 16 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchaser or purchasers of the Bonds named in Section 17 of this Ordinance.

N. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on March 1 of each year the Bonds are Outstanding, as set forth in Section 2 of this Ordinance.

SECTION 10: Bond Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "GENERAL OBLIGATION BONDS, SERIES 2023 INTEREST AND SINKING FUND" (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 18. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Ordinance may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United

States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes; Surplus Bond Proceeds. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds, and (ii) sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current fiscal year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The Governing Body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the Issuer.

Accrued interest received from the Purchasers of the Bonds shall be deposited to the Bond Fund and ad valorem taxes levied and collected for the benefit of the Bonds shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security for Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 13: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer: (a) defaults in the payments to be made to the Bond Fund; or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 14: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 15: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 16: Mutilated - Destroyed - Lost and Stolen Bonds. If: (i) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond; and (ii) there is delivered to the Issuer and the Paying Agent/Registrar such

security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 17: Sale of Bonds at Competitive Sale; Approval of Official Statement; Proceeds of Sale. The Bonds authorized by this Ordinance are hereby sold by the City to _____, _____, _____, as the authorized representative of a group of purchasers at a competitive sale (the *Purchasers*, and having all of the rights, duties, and obligations of a Holder) in accordance with the provisions of an Official Bid Form dated August 8, 2023 (the *Official Bid Form*), attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a [net] reoffering premium of \$_____ (taking into account the Purchasers' compensation of \$_____), plus accrued interest to the date of initial delivery of the Bonds to the Purchasers, and is hereby approved and confirmed. The Initial Bond shall be registered in the name of _____. It is hereby officially found, determined, and declared that the Purchasers are the highest bidder for the Bonds whose bid, received as a result of invitations for competitive bids in compliance with applicable law, produced the lowest true interest cost to the City. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the City. Any Authorized Official is hereby authorized and directed to execute the Official Bid Form for and on behalf of the City and as the act and deed of this Governing Body, and in regard to the approval and execution of the Official Bid Form, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Official Bid Form are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Official Bid Form.

Proceeds from the sale of the Bonds shall be applied as follows:

(1) Accrued interest on the Bonds (in the amount of \$_____) received from the Purchasers shall be deposited into the Bond Fund.

(2) The City received a [net] reoffering premium from the sale of the Bonds of \$_____ which is hereby allocated by the City in the following manner: (A) \$_____ to pay the Purchasers' compensation, (B) \$_____ to pay the costs of issuance, and (C) the remaining \$_____ is allocated toward the City's voted authority and deposited as described in Paragraph (3) below.

(3) The balance of the proceeds (including a portion of the net reoffering premium in the amount of \$_____ as described above and principal in the amount of \$_____,_____,_____, totaling \$_____) derived from the sale of the Bonds (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Bonds. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Bonds pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11 of this Ordinance.

Furthermore, the City hereby ratifies, confirms, and approves in all respects (i) the City's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with SEC Rule 15c2-12, as amended (the *Rule*) and (ii) the use and distribution of the Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by an Authorized Official), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute the final Official Statement, dated August 8, 2023, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and/or City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchaser. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield on any Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Bonds with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four (4) years or more.

K. Elections. The Issuer hereby directs and authorizes any Authorized Official, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

SECTION 19: Satisfaction of Obligation of the Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when: (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent; and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof (or if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of

cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable (if at all), the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 20: Ordinance a Contract - Amendments - Outstanding Bonds.
The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Issuer, and its successors and assigns, and it shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall: (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price thereof,

or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds; (ii) give any preference to any Bond over any other Bond; or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 21: Control and Custody of Bonds. The Mayor of the Issuer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas including the printing and supply of definitive Bonds and shall take and have charge and control of the Initial Bond pending its approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official, any or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the Issuer's Financial Advisors, Bond Counsel, and the Paying Agent/Registrar, to make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin and San Antonio, Texas, as Bond Counsel, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of initial delivery and payment for the Bonds. Printing of a true and correct reproduction of said opinions on the reverse side of each of the Bonds is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, the Purchasers, and the Holders any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, the Purchasers, and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 28: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 29: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 30: Authorization of Paying Agent/Registrar Agreement. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Ordinance.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Ordinance are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body of the Issuer.

SECTION 32: Book-Entry-Only System. The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (the *DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds

from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption; or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that: (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter; (b) the Representation Letter shall be terminated for any reason; or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 33: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or,

for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the Issuer or any person executing any Bond.

SECTION 36: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

MSRB means the Municipal Securities Rulemaking Board.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the City's continuing disclosure undertaking, described in Subsections B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2023, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 17 of this Ordinance, being the information described in Exhibit D hereto, and (2) if not provided as part of such financial information and operating data,

audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within 180 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other

provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the “Policies and Procedures”), attached hereto as Exhibit E, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such

amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 37: Reserved.

SECTION 38: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Official Bid Form, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to: (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance; (ii) obtain a rating from any of the national bond rating agencies; or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Contracts with Financial Advisor. The Governing Body authorizes each Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds.

SECTION 40: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only

to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 41: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

PASSED AND ADOPTED by the Governing Body of the City of Boerne, Texas,
this the 8th day of August, 2023.

CITY OF BOERNE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO SCHEDULES AND EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Official Bid Form
Exhibit C	DTC Letter of Representations
Exhibit D	Description of Annual Financial Information
Exhibit E	General Policies and Procedures Concerning Compliance with the Rule

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. ___

EXHIBIT B

Official Bid Form

See Tab No. ___

EXHIBIT C

DTC Letter of Representations

See Tab No. ___

EXHIBIT D

Description of Annual Financial Information

The following information is referred to in Section 36 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1) The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the City appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.

2) All quantitative financial information and operating data of the general type included in the Official Statement. Specifically, the information is of the type included in APPENDIX A, exclusive of the table reflecting "Direct and Estimated Overlapping Funded Debt Payable from Ad Valorem Taxes," "Estimated Interest & Sinking Fund Management Index 2022/23," and "Estimated Interest & Sinking Fund Management Index 2023/24".

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT E

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Ordinance. “Bonds” refer to the Bonds that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the “Effective Date”), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City’s compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the “Rule Amendment”) and has accommodated this amendment by adding paragraphs (15) and (16) to Section 36 of the Ordinance, which provisions are a part of the Undertaking.

IV. The City is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the “Policies and Procedures”) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City’s obligations under the Rule, the advice from and discussions with the City’s internal senior staff (including staff charged with administering the City’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the “Compliance Team”):

1. the City Manager and the Director of Finance of the City (each, a “Compliance Officer”) shall be responsible for satisfying the City’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City’s information of the type described in Section 36 of the Ordinance;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 36 of the Ordinance;
4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and

the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date August 8, 2023

Requested Action CONSIDER RESOLUTION NO. 2023-R59; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, ACCEPTING THE REQUEST AND SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF A PORTION OF RIGHT-OF-WAY ON INTERSTATE HIGHWAY 10, 12 SPENCER ROAD (KAD. NO. 37948), 2B SPENCER ROAD (KAD. NO. 37947), 2 SPENCER ROAD (KAD NO. 14354), 8 SPENCER ROAD (KAD. NO. 36891), A PORTION OF RIGHT-OF-WAY ALSO KNOWN AS SPENCER ROAD, A PORTION OF 10 SPENCER ROAD (KAD NO. 14916) AND A PORTION OF WEST STATE HIGHWAY 46 (KAD. NO. 14918) BY THE CITY OF BOERNE, TEXAS; AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND CONSIDER APPROVAL OF A MUNICIPAL SERVICE PLAN AGREEMENTS. *(Set Public Hearing for September 12, 2023, at 6:00 p.m. for the proposed annexation of a portion of Spencer Ranch)*

Contact Person Nathan Crane, Interim Planning Director

Background Information This request is to accept the voluntary annexation of 34.199 acres and set a time and place for a public hearing which if approved would be held on September 12, 2023.

The Spencer Ranch Development Agreement was approved by the Council on June 8, 2021. The agreement includes approximately 180 acres. As part of this agreement the property is to be annexed into the City.

The request is divided into four separate areas totaling 34.199 acres and includes a combination of road right of way and private property. The remaining acreage will be considered at a future date.

Area	Owner	Acres
1	TxDOT (I-10)	1.633
2	Matkin Properties and DBT Investments	22.653
3	Kendall County (Spencer Road)	1.122
4	Balous and Julie Miller	5.984
ROW	TxDOT (State Hwy 46)	2.807

	<table border="1" style="float: right;"> <tr> <td>Total</td> <td>34.199</td> </tr> </table> <p>The annexation process includes the following steps:</p> <ol style="list-style-type: none"> 1. <u>August 8, 2023</u> - Council adopts a Resolution accepting the request for annexation and setting a time and place for a public hearing. 2. <u>September 12, 2023</u> - Council holds a public hearing and considers the first reading of the proposed annexation. 3. <u>September 26, 2023</u> - Council considers the second reading and approval of the proposed annexation ordinance. 	Total	34.199
Total	34.199		
Item Justification	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:		
Strategic Alignment <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	C1 – Offering Quality Customer Experiences B2 – Advancing Master Plan Recommendations		
Financial Considerations			
Citizen Input/Board Review	<p>The private property owners provided consent of the annexation with approval of the Development Agreement. They have also approved the Municipal Service Plans in May and June 2023.</p> <p>Kendall County was notified of the annexation in October 2022 and TxDot was notified in May 2023. No comments have been received. Municipal Service Plans are not required for roadways.</p> <p>The property is part of the City’s Extra-Territorial Jurisdiction (ETJ) and has been designated as Auto Oriented Commercial and Neighborhood Residential on the Future Land Use Map.</p> <p>The 2023 Mobility Master Plan identifies Spencer Ranch as Collector Road. It also identifies Fredrick’s Creek as a location for a future trail.</p>		
Legal Review	This action is a statutory requirement for annexation.		

Alternative Options	
Supporting Documents	Attachment 1 – Resolution Attachment 2 – Spencer Ranch Agreement Executed Jun1621 Attachment 3 - Annexation Area Map

RESOLUTION NO. 2023-R59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, ACCEPTING THE REQUEST AND SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF A PORTION OF RIGHT-OF-WAY ON INTERSTATE HIGHWAY 10, 12 SPENCER ROAD (KAD. NO. 37948), 2B SPENCER ROAD (KAD. NO. 37947), 2 SPENCER ROAD (KAD. NO. 14354), 8 SPENCER ROAD (KAD. NO. 36891), A PORTION OF RIGHT-OF-WAY ALSO KNOWN AS SPENCER ROAD, A PORTION OF 10 SPENCER ROAD (KAD. NO. 14916) AND A PORTION OF WEST STATE HIGHWAY 46 (KAD. NO. 14918) BY THE CITY OF BOERNE, TEXAS; AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND CONSIDER APPROVAL OF A MUNICIPAL SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 2.02 of the City Charter of the City of Boerne, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Boerne, Forestar (USA) Real Estate Group, Inc., Matkin Properties, LP, Equity Trust Company Custodian FBO Harold T. duPerier III IRA, and Equity Trust Company Custodian FBO John-Mark Matkin IRA entered into the Spencer Ranch Development Agreement on June 16, 2021; and

WHEREAS, Section 1.01 of the Spencer Ranch Development Agreement states that the development agreement constitutes a voluntary petition to the City for annexation of the Forestar Property and the Frontage Owners' Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code; and

WHEREAS, the City of Boerne, Texas has received a written request (Spencer Ranch Development Agreement) from the property owners, for annexation of approximately 34.199 acres, more or less, a portion of right-of-way on Interstate Highway 10, 12 Spencer Road, 2B Spencer Road, 2 Spencer Road, 8 Spencer Road (KAD. Nos. 37948, 37947, 14354, 36891), a portion of right-of-way also known as Spencer Road, and a portion of West State Highway 46 (KAD. No. 14918) in Kendall County, Texas.

WHEREAS, said tract of land is contiguous and adjacent to the City of Boerne, Texas and is not more than one-half (1/2) mile in width:

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

Section 1. The facts, findings, recitations contained in the preamble of this resolution hereby found and declared to be true and correct and are incorporated by reference herein and expressly made part hereof, as it copied herein verbatim.

Section 2. On the 12th day of September, 2023, in the Ronald C. Bowman City Council Chambers located at 447 N Main Street, Boerne, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Boerne, Texas of the following described property, to wit:

BEING a 1.633 acre tract of land out of the Antonio Lockmar Survey No. 178, Abstract No. 311, Kendall County, Texas, being a portion of Interstate Highway No. 10 right-of-way, said tract being more fully described in attached Exhibit "A".

BEING a 22.653 acre tract of land, located in the Anton Lockmar Survey No. 178, Abstract No. 311, and the Newton and Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being comprised of a called 13.422 acre tract of land of Record in Volume 1418, Page 664, a called 2.070 acre tract of land of record in Volume 984, Page 789a, a called 4.691 acre tract of land of record in Volume 891, Page 134, all of the Official Records, Kendall County, Texas and all of Spencer Hill Executive Offices Condominium Plat recorded in Volum 6, Pages 180-181 of the Plat Records of Kendall County, Texas. Said 22.653 acre tract being more fully described in attached Exhibit "B".

BEING a 1.122 of one acre tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across the existing Spencer Road right-of-way, no record found. Said 1.122 of one acre tract being more fully described in attached Exhibit "C".

BEING a 5.984 acre tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across a called 5.059 acre tract of land as described of record in Document No. 2021-359757, and a called 20.115 acre tracts of land as described in Document No. 2021-359756, both of the Official Public Records of Kendall County. Said 5.984 acre tract being more fully described in attached Exhibit "D".

BEING a 2.807 acre tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across the existing State Highway 46, an 80' wide right-of-way per the Texas Department of Transportation right-of-way map, Control 1042, Section 2, Job 1. Said 2.807 acre tract being more fully described in attached Exhibit "E".

Section 2. The City Council accepts the municipal service agreements shown in Exhibit "F" and Exhibit "G".

Section 3. The Mayor of the City of Boerne is hereby authorized and directed to cause notice of such Public Hearing to be published once in a newspaper having general circulation in the City on or after the 10th day but before the 20th day before the date of said hearing. The notice for said hearing must be posted on the City's Internet website on or after the 10th day but before the 20th day before the date of the hearing and must remain posted until the date of the hearing. (Section 43.063(c) Texas Local Government Code)

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, and ADOPTED on this the ____ day of August, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary

PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006
Phone: 830-249-3385

FIELD NOTES FOR A 1.633 ACRE TRACT OF LAND

Being a 1.633 acre tract of land out of the Antonio Lockmar Survey No. 178, Abstract No. 311, Kendall County, Texas, being a portion of Interstate Highway No. 10 right of way, said 1.633 acre tract of land being more particular described by metes and bounds as follows:

Beginning at a point in the southwest right of way of Interstate Highway No. 10 at the east corner of a 10.022 acre tract recorded in Volume 104, Pages 824-827, Deed Records, Kendall County, Texas, the westernmost north corner of a 13.422 acre tract recorded in Volume 1418, Pages 664-670, Official Records, Kendall County, Texas, the south corner the City of Boerne Ordinance No. 2022-09, annexing an 8.621 acre tract of land, said point being the west corner of the tract herein described;

Thence, crossing Interstate Highway No. 10 right of way with the southeast line of said 8.621 acre tract, **North 38 degrees 49 minutes 49 seconds East**, a distance of **435.03 feet** to a point in the northeast right of way of Interstate Highway No. 10, the southwest line of The Woods of Frederick Creek, Unit 2, recorded in Volume 6, Pages 323-327, Plat Records, Kendall County, Texas, said point being the north corner of the tract herein described;

Thence, with the northeast right of way of Interstate Highway No. 10, in part with the southwest line of The Woods of Frederick Creek, Unit 2 and the southwest line of a 14.908 acre tract recorded in Volume 1130, Pages 565-571, Official Records, Kendall County, Texas, **South 51 degrees 10 minutes 11 seconds East**, a distance of **163.55 feet** to a point for the east corner of the tract herein described;

Thence, crossing Interstate Highway No. 10 right of way with the southeast line of the tract herein described, **South 38 degrees 49 minutes 49 seconds West**, a distance of **435.03 feet** to a point in the southwest right of way of Interstate Highway No. 10 at the north corner of a 24.00 acre tract recorded in Document No. 363748, Official Records, Kendall County, Texas, the easternmost north corner of the aforementioned 13.422 acre tract, said point being the south corner of the tract herein described;

Thence, with the southwest right of way of Interstate Highway No. 10, the northeast line of said 13.422 acre tract, **North 51 degrees 10 minutes 11 seconds West**, a distance of **163.55 feet** to the **Point of Beginning** containing **1.633 acres** of land.

Notes:

The bearings are based on the Texas State Plane Coordinate System, South Central Zone, 4204, NAD 83.

An exhibit of the above described tract was prepared.

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

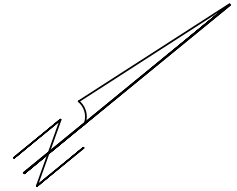


A handwritten signature in black ink, appearing to read "DMK".

David M. Klein
Registered Professional Land Surveyor No.5528
Job Number: 05-22 (1.633 Acre Tract)

NOTES:

- 1) WORK PERFORMED FOR THE CITY OF BOERNE.
- 2) ADJOINING PROPERTY INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, NAD 83.
- 4) THIS EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS FOR THE PURPOSE OF ANNEXATION OF THE AREA SHOWN HEREON.



SCALE: 1" = 300'

LEGEND

⊗ CALCULATED POINT

10/46 BOERNE LAND VENTURE, LTD.
127.027 ACRES
DOCUMENT NO. 363240
OFFICIAL RECORDS

JAMES WYATT JR.
10.022 ACRES
VOLUME 104, PAGES 824-827
DEED RECORDS

MATKIN PROPERTIES, LP
13.422 ACRES
VOLUME 1418, PAGES 664-670
OFFICIAL RECORDS

VHS HOLDING
COMPANY, INC
24.00 ACRES
DOCUMENT NO. 363748
OFFICIAL RECORDS

THE WOODS OF
FREDERICK CREEK, UNIT 2
VOLUME 6, PAGES 323-327
PLAT RECORDS

INTERSTATE HIGHWAY NO. 10
R.O.W.

ORDINANCE NO.
2022-09
8.621 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 38°49'49" E	435.03'
L2	S 51°10'11" E	163.55'
L3	S 38°49'49" W	435.03'
L4	N 51°10'11" W	163.55'

L1
1.633
ACRES
L3

POINT OF
BEGINNING

HARBOR GROUP, LLC
14.908 ACRES
VOLUME 1130, PAGES 565-571
OFFICIAL RECORDS

ORDINANCE
NO. 2001-40
10.26 ACRES

Exhibit showing a 1.633 acre tract of land out of the Antonio Lockmar Survey No. 178, Abstract No. 311, Kendall County, Texas, being a portion of Interstate Highway No. 10 right of way.



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

FIELD NOTES FOR A 22.653 ACRE TRACT OF LAND

A **22.653 acre** tract of land, located in the Anton Lockmar Survey No. 178, Abstract No. 311, and the Newton and Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being comprised of a called 13.422 acre tract of land of record in Volume 1418, Page 664, a called 2.070 acre tract of land of record in Volume 984, Page 789, a called 4.691 acre tract of land of record in Volume 891, Page 134, all of the Official Records, Kendall County, Texas and all of Spencer Hill Executive Offices Condominium Plat recorded in Volume 6, Pages 180-181 of the Plat Records of Kendall County, Texas. Said **22.653 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½” iron rod with a “Schwarz 4760” plastic cap in the northwest right-of-way line of Spencer Road, for the southwest corner of said 4.691 acre tract, the southeast corner of said 13.422 acre tract and a southerly corner of the tract described herein;

THENCE: S 73° 50’ 05” W, with said northwest right-of-way line and the south line of said 13.422 acre tract, a distance of **77.06 feet** to a found ½” iron rod a southeasterly corner of a called 27.276 acre tract of land as described of record in Volume 398, Page 138 of the Official Records of Kendall County, Texas, for a southerly corner of said 13.422 acre tract and the tract described herein;

THENCE: Departing said northwesterly right-of-way line and with the common line between said 13.422 acre tract and said 27.273 acre tract, the following three (3) courses:

1. **N 87° 29’ 15” W**, a distance of **78.47 feet** to a found ½” iron rod for the southwest corner of the tract described herein,
2. **N 00° 19’ 08” E**, a distance of **1035.14 feet** to a found ½” iron rod for an angle, and
3. **N 00° 32’ 16” W**, a distance of **168.04 feet** to a point in the center of Frederick Creek and for the northwest corner of the tract described herein;

THENCE: With the meandering center line of said Frederick Creek, the following courses:

- **S 80° 57’ 25” E**, a distance of **82.35 feet** to a point for an angle,
- **S 87° 26’ 10” E**, a distance of **138.77 feet** to a point for an angle,
- **N 75° 48’ 05” E**, a distance of **177.15 feet** to a point for an angle,
- **N 62° 22’ 16” E**, a distance of **136.38 feet** to a point for an angle,
- **N 56° 27’ 21” E**, a distance of **74.67 feet** to a point for an angle,
- **N 32° 53’ 27” E**, a distance of **74.41 feet** to a point for an angle,
- **N 37° 41’ 25” E**, a distance of **60.91 feet** to a point for an angle,
- **N 45° 07’ 58” E**, a distance of **119.30 feet** to a point in the southwestern right-of-way of Interstate Highway No. 10, for a northerly corner of said 13.422 acre tract and the tract described herein;

THENCE: S 51° 13’ 59” E, with the southwesterly right-of-way of said Interstate Highway No. 10 and the northeast line of said 13.422 acre tract, a distance of **161.54 feet** to a concrete monument found for the northeast corner of said 13.422 acre tract and the tract described herein;

THENCE: S 00° 01’ 24” E, departing the southwest right-of-way of said Interstate Highway No. 10 and with the east line of said 13.422 acre tract, a distance of **469.21 feet** to a found ½” iron rod for a southeast corner of said 13.422 acre tract, the northeast corner of said 2.070 acre tract and an angle of the tract described herein;

THENCE: With the east line of said 2.070 acre tract, the following two (2) courses:

1. **S 00° 01’ 20” E**, a distance of **312.68 feet** to a found ½” iron rod for angle, and
2. **S 00° 09’ 22” W**, a distance of **135.01 feet** to a found ½” iron rod at the southeast corner of said 2.070 acre tract, the northeast corner of said Spencer Hill Executive Offices Condominium Plat and for an angle of the tract

described herein;

THENCE: S 00° 09' 57" W, with the east line of said Spencer Hill Executive Offices Condominium Plat, a distance of **510.64 feet** to a found ½" iron rod in the north right-of-way line of Spencer Road, for the southeast corner of said Spencer Hill Executive Offices Condominium Plat and the tract described herein;

THENCE: N 87° 37' 01" W, with said north right-of-way line and the south line of said Spencer Hill Executive Offices Condominium Plat, a distance of **224.63 feet** to a found ½" iron rod at the southeast corner of a called 2.903 acre tract of land as described of record in Volume 116, Page 907 of the Deed Records of Kendall County, Texas, for the southeast corner of said Spencer Hill Executive Offices Condominium Plat and a southerly corner of the tract described herein;

THENCE: N 03° 00' 18" E, departing said north right-of-way line and with the common line between said 2.903 acre tract and said Spencer Hill Executive Offices Condominium Plat, a distance of **392.70 feet** to a found ½" iron rod at the northeast corner of said 2.903 acre tract, the northwest corner of said Spencer Hill Executive Offices Condominium Plat, an easterly corner of said 4.691 acre tract and an interior corner of the tract described herein;

THENCE: With the common line between said 2.903 acre tract and said 4.691 acre tract, the following two (2) courses:

1. **N 89° 55' 44" W**, a distance of **324.83 feet** to a found ½" iron rod for corner, and
2. **S 04° 07' 53" W**, a distance of **378.94 feet** to a found ½" iron rod in said north right-of-way line, for the southwest corner of said 2.903 acre tract, a southerly corner of said 4.691 acre tract and the tract described herein;

THENCE: With said north right-of-way line and the south line of said 4.691 acre tract, the following two (2) courses:

1. **N 87° 38' 55" W**, a distance of **124.78 feet** to a found 2" pipe post for corner, and
2. **S 74° 14' 53" W**, a distance of **33.77 feet** to the **POINT OF BEGINNING** and containing **22.653 acres of land**, situated in Kendall County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."



Job # 14-4064 22.653 Acres

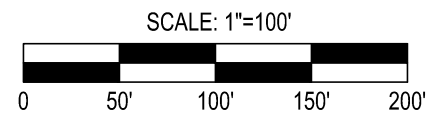
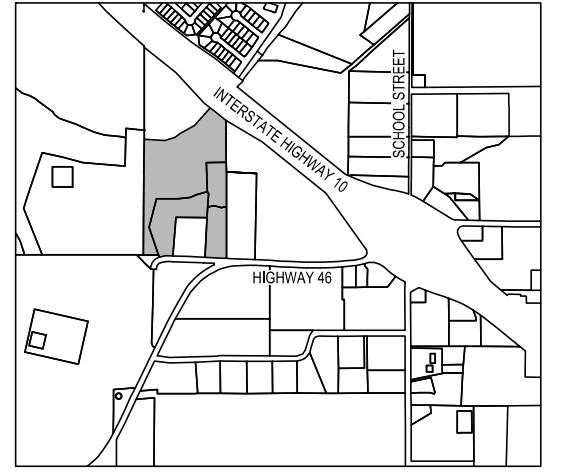
Date: August 30, 2022

NOTES
 1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
 2. THIS EXHIBIT WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
 3. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT OF

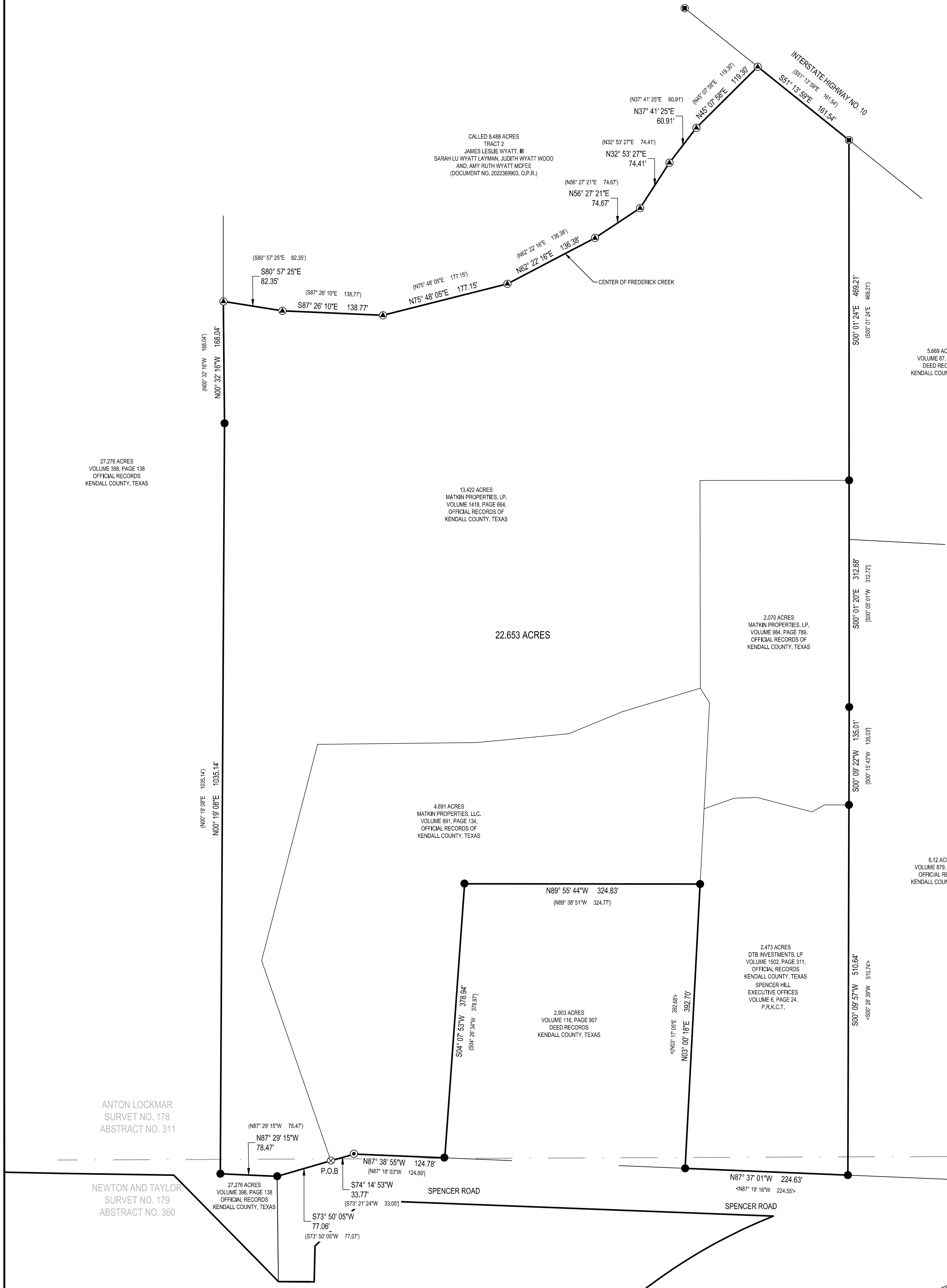
A 22.653 ACRE TRACT OF LAND, LOCATED IN THE ANTON LOCKMAR SURVEY NO. 178, ABSTRACT NO. 311, AND THE NEWTON AND TAYLOR SURVEY NO. 179, ABSTRACT NO. 360, KENDALL COUNTY, TEXAS, AND BEING COMPRISED OF A CALLED 13.422 ACRE TRACT OF LAND OF RECORD IN VOLUME 1418, PAGE 664, A CALLED 2.070 ACRE TRACT OF LAND OF RECORD IN VOLUME 984, PAGE 789, A CALLED 4.691 ACRE TRACT OF LAND OF RECORD IN VOLUME 891, PAGE 134, ALL OF THE OFFICIAL RECORDS, KENDALL COUNTY, TEXAS AND ALL OF SPENCER HILL EXECUTIVE OFFICES CONDOMINIUM PLAT RECORDED IN VOLUME 6, PAGES 180-181 OF THE PLAT RECORDS OF KENDALL COUNTY, TEXAS.

LOCATION MAP



LEGEND

- P.O.B POINT OF BEGINNING
- ⊗ FOUND 1/2" IRON ROD WITH A "SCHWARZ 4760" PLASTIC CAP
- FOUND 1/2" IRON ROD
- FOUND 2" PIPE POST
- ⊙ FOUND CONCRETE MONUMENT
- MEANDER POINT
- () RECORD CALL PER VOLUME 1418, PAGE 664 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
- [] RECORD CALL PER VOLUME 984, PAGE 789 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
- < > RECORD CALL PER VOLUME 6, PAGE 180 PLAT RECORDS, KENDALL COUNTY, TEXAS
- { } RECORD CALL PER VOLUME 891, PAGE 134 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS



MATKINHOOPER
 ENGINEERING & SURVEYING
 P.O. BOX 54
 SPENCER HILL ROAD, SUITE 100
 BOERNE, TEXAS 78006
 (512) 771-1133 FAX (512) 247-0099
 TEXAS REGISTERED ENGINEERING FIRM #004512
 TEXAS REGISTERED SURVEYING FIRM #000490
 CIVIL ENGINEERS SURVEYORS LAND PLANNERS
 CONSTRUCTION MANAGERS CONSULTANTS



Kyle L. Pressler
 KYLE L. PRESSLER DATE: AUGUST 30, 2022
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6528
 KYLE.PRESSLER@MATKINHOOPER.COM
 JOB NO. 14-4064 - 22.653 ACRES - AREA 2

FIELD NOTES FOR A 1.122 OF ONE ACRE TRACT OF LAND

A **1.122 of one acre** tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across the existing Spencer Road right-of-way, no record found. Said **1.122 of one acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found Texas Department of Transportation Right-of-Way Monument, Type I, at the intersection of the south right-of-way line of Spencer Road and the northwest right-of-way line of State highway 46, at the northeast corner of a called 5.059 acre tract of land as described of record in Document No. 2021-359757 of the Official Public Records of Kendall County, Texas and for the southeast corner of the tract described herein;

THENCE: Departing the northwest right-of-way line of State Highway 46 and with the southerly right-of-way line of Spencer Road and the north line of said 5.059 acre tract, the following three (3) courses:

1. **N 87° 47' 13" W**, a distance of **565.35 feet** to a found ½" iron rod for corner,
2. **S 46° 48' 01" W**, a distance of **92.17 feet** to a fence post for corner, and
3. **S 01° 27' 38" W**, a distance of **49.47 feet** to a found fence post for a northeast corner of a called 20.115 acre tract of land as conveyed and described of record in Document No. 2021-359756 of the Official Public Records of Kendall County, Texas and for the most southerly corner of the tract described herein, from which a found ½" iron rod for a westerly corner of said 5.059 acre tract bears, **S 00° 30' 57" W**, a distance of 498.69 feet;

THENCE: **N 89° 34' 55" W**, with the southerly right-of-way line of Spencer Road and a northerly line of said 20.115 acre tract, a distance of **49.35 feet** to a found ½" iron rod at the southeast corner of a called 27.276 acre tract of land as described of record in Volume 398, Page 138 of the Official Records of Kendall County, Texas, a northerly corner of said 20.115 acre tract, for the southwest corner of said Spencer Road right-of-way and the tract described herein;

THENCE: **N 00° 38' 49" W**, with the west right-of-way line of Spencer Road and the east line of said 27.276 acre tract, a distance of **145.20 feet** to a found ½" iron rod in the south line of a called 13.422 acre tract of land as described of record in Volume 1418, Page 664 of the Official Records of Kendall County, Texas, an easterly corner of said 27.276 acre tract, at the northwest corner of said Spencer Road right-of-way and the tract described herein;

THENCE: **N 73° 50' 05" E**, with the south line of said 13.422 acre tract and with the north right-of-way line of Spencer Road, a distance of **77.06 feet** to a found ½" iron rod at the southeast corner of said 13.422 acre tract, the southwest corner of a called 4.691 acre tract of land as described of record in Volume 891, Page 134 of the Official Records of Kendall County, Texas and for an angle of the tract described herein;

THENCE: Continuing with the north right-of-way line of Spencer Road and the south line of said 4.691 acre tract, the following two (2) courses:

1. **N 74° 14' 41" E**, a distance of **33.77 feet** to a found 2" pipe post for angle, and
2. **S 87° 38' 55" E**, a distance of **124.78 feet** to a found ½" iron rod at the southeast corner of said 4.691 acre tract, the southwest corner of a called 2.9 acre tract of land as described of record in Volume 116, Page 907 of the Deed Records of Kendall County, Texas and for an angle of the tract described herein;

THENCE: **S 87° 28' 35" E**, with the south line of said 2.9 acre tract and continuing with the north right-of-way line of Spencer Road, a distance of **331.87 feet** to a found ½" iron rod at the southeast corner of said 2.9 acre tract, the southwest corner of Spencer Hill Executive Offices Subdivision of record in Volume 6, Page 24 of the Plat Records of Kendall County, Texas and for an angle of the tract described herein;

THENCE: **S 87° 37' 01" E**, with the south line of said Spencer Hill Executive Offices Subdivision and continuing with the north right-of-way line of Spencer Road, a distance of **124.26 feet** to a point for the northeast corner of the tract described herein;

THENCE: S 02° 22' 59" W, into said Spencer Road right-of-way, a distance of **60.62 feet** to the **POINT OF BEGINNING** and containing **1.122 acres of land**, situated in Kendall County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."



Job # 16-4072 1.122 Acres-Area 3

Date: September 21, 2022

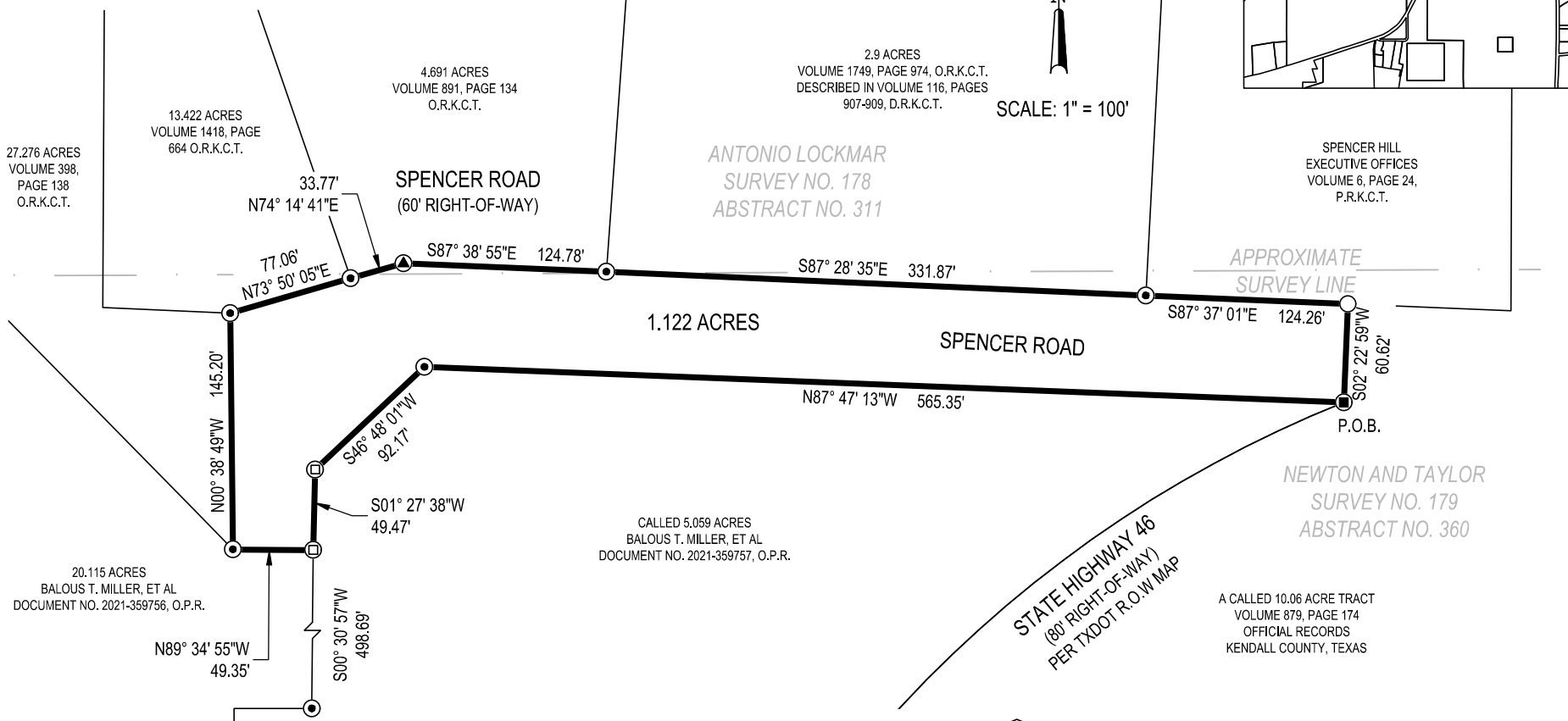
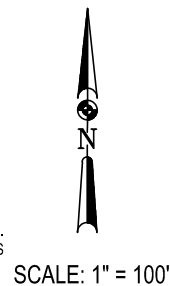
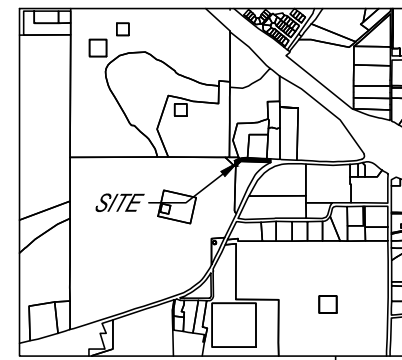
NOTES

- 1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
- 2. THIS EXHIBIT WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 3. "THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

EXHIBIT OF

A 1.122 ACRE TRACT OF LAND LOCATED IN THE NEWTON & TAYLOR SURVEY NO. 179, ABSTRACT NO. 360, KENDALL COUNTY, TEXAS, AND BEING ACROSS THE EXISTING SPENCER ROAD RIGHT-OF-WAY, NO RECORD FOUND.

LOCATION MAP



MATKINHOOVER

HEADQUARTERS
8 SPENCER ROAD SUITE 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

ENGINEERING & SURVEYING

BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

LEGEND

- P.O.B. POINT OF BEGINNING
- POINT
- ⊕ FOUND FENCE POST
- ⊙ FOUND TXDOT MONUMENT
- ⊙ FOUND 1/2" IRON ROD
- ⊙ FOUND 2" PIPE POST



Kyle L. Pressler
KYLE L. PRESSLER DATE: SEPTEMBER 21, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOOVER.COM
JOB NO. 16-4072 - 1.122 ACRES - AREA 3

FIELD NOTES FOR A 5.984 OF ONE ACRE TRACT OF LAND

A **5.984 acre** tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across a called 5.059 acre tract of land as described of record in Document No. 2021-359757, and a called 20.115 acre tract of land as described of record in Document No. 2021-359756, both of the Official Public Records of Kendall County, Texas. Said **5.984 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found Texas Department of Transportation Right-of-Way Monument, Type I, at the intersection of the south right-of-way line of Spencer Road and the northwest right-of-way line of State highway 46, at the northeast corner and a point of curvature of a called 5.059 acre tract of land as described of record in Document No. 2021-359757 of the Official Public Records of Kendall County, Texas and the tract described herein;

THENCE: With the northwest right-of-way line of State Highway 46 and the easterly lines of said 5.059 acre tract, the following two (2) courses:

1. With a curve to the left having a radius of **751.99 feet**, an arc length of **552.85 feet**, a delta angle of **042° 07' 22"** and a chord which bears, **S 47° 08' 36" W**, a distance of **540.48 feet** to found TxDOT Type 1 concrete marker for a point of tangency of the tract of land described herein, and
2. **S 26° 04' 55" W**, a distance of **566.35 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most easterly northeast corner of a called 71.12 acre tract of land as described in Volume 1735, Page 140 of the Official Records of Kendall County, Texas, and for the southeast corner of the tract described herein;

THENCE: Departing the northwest Right-of-Way line of State Highway 46 and with the northerly lines of said 71.12 acre tract, the southerly lines of said 5.059 acre tract and said 20.115 acre tract, the following three (3) courses:

1. **S 71° 04' 11" W**, a distance of **70.71 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract of land described herein,
2. **N 63° 55' 43" W**, a distance of **108.50 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature of the tract of land described herein, and
3. With a curve to the left having a radius of **847.00 feet**, an arc length of **91.69 feet**, a delta angle of **006° 12' 08"** and a chord which bears, **N 67° 01' 48" W**, a distance of **91.64 feet** to a point of non-tangency and for the southwest corner of the tract described herein;

THENCE: Into said 20.115 acre tract and said 5.059 acre tract, the following two (2) courses:

1. **N 26° 04' 55" E**, a distance of **621.35 feet** to a point of curvature, and
2. With a tangent curve to the right having a radius of **1001.99 feet**, an arc length of **339.47 feet**, a delta angle of **019° 24' 41"** and a chord bears, **N 35° 47' 16" E**, a distance of **337.85 feet** to a point in the north line of said 5.059 acre tract, in the south right-of-way line of Spencer Road, for the northwest corner and a point of non-tangency of the tract described herein, from which a found ½" iron rod in the south right-of-way line of Spencer Road, and for a northwesterly corner of said 5.059 acre tract bears, **N 87° 47' 13" W**, a distance of 141.86 feet;

THENCE: **S 87° 47' 13" E**, with the south right-of-way line of Spencer Road and the north line of said 5.059 acre tract, a distance of **423.49 feet** to the **POINT OF BEGINNING** and containing **5.984 acres of land**, situated in Kendall County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."



Job # 16-4072 5.984 Acres-Area 4

Date: August 29, 2022

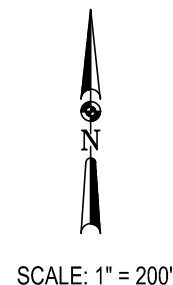
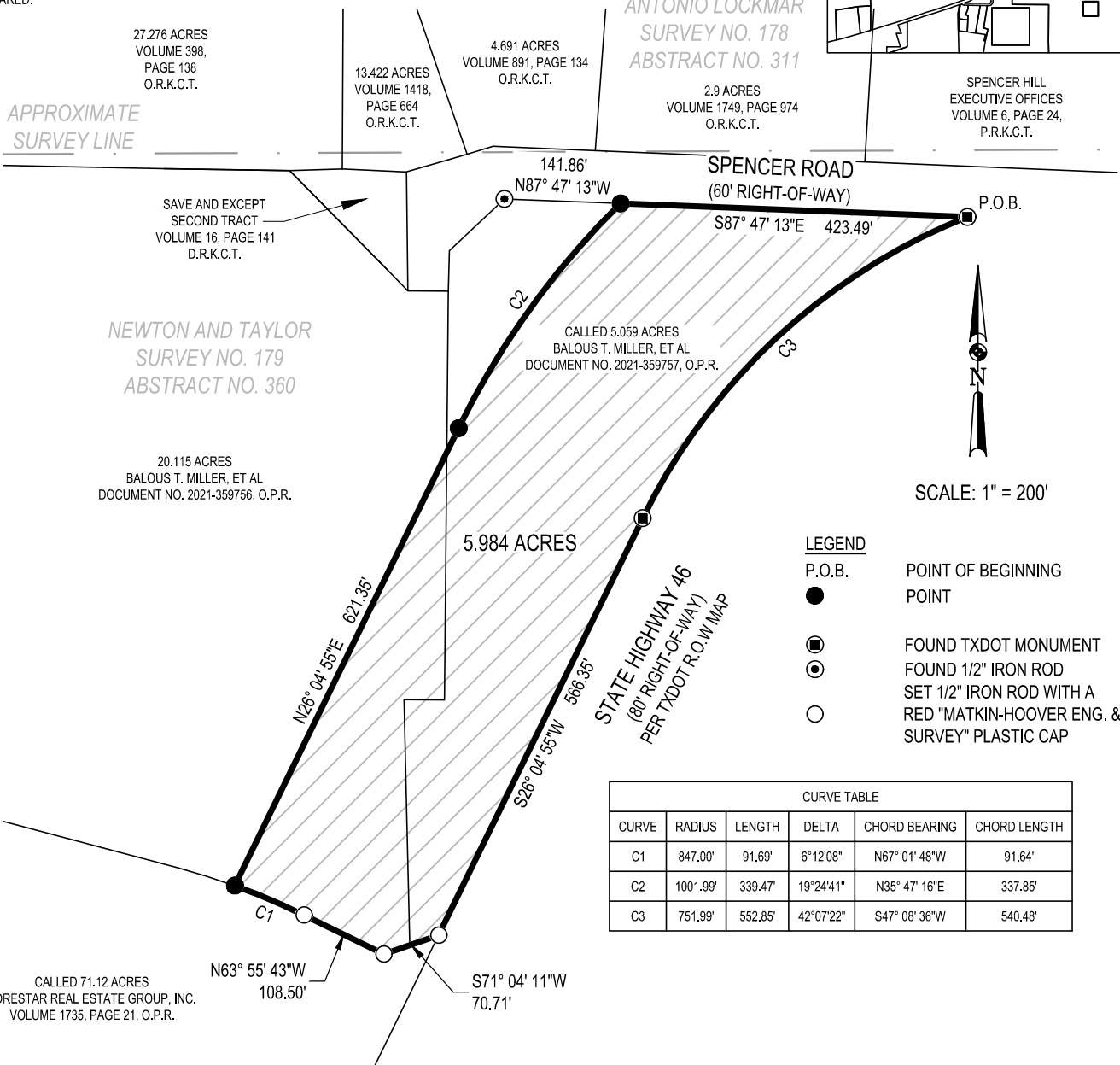
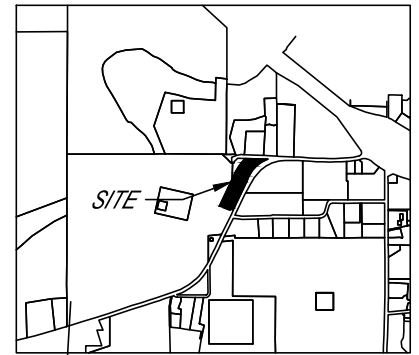
NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THIS EXHIBIT WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3. *THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.*

EXHIBIT OF

A 5.984 ACRE TRACT OF LAND LOCATED IN THE NEWTON & TAYLOR SURVEY NO. 179, ABSTRACT NO. 360, KENDALL COUNTY, TEXAS, AND BEING ACROSS A CALLED 5.059 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2021-359757, AND A CALLED 20.115 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2021-359756, BOTH OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.

LOCATION MAP



LEGEND

- P.O.B. POINT OF BEGINNING
- POINT
- FOUND TXDOT MONUMENT
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	847.00'	91.69'	6°12'08"	N67° 01' 48"W	91.64'
C2	1001.99'	339.47'	19°24'41"	N35° 47' 16"E	337.85'
C3	751.99'	552.85'	42°07'22"	S47° 08' 36"W	540.48'

MATKINHOOVER
ENGINEERING & SURVEYING

HEADQUARTERS
8 SPENCER ROAD, SUITE 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS



Kyle L. Pressler
KYLE L. PRESSLER DATE: AUGUST 29, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOOVER.COM
JOB NO. 16-4072 - 5.984 ACRES - AREA 4

FIELD NOTES FOR A 2.807 ACRE TRACT OF LAND

A **2.807 acre** tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across the existing State Highway (S.H.) 46, an 80' wide right-of-way per the Texas Department of Transportation (TxDOT) right-of-way map, Control 1042, Section 2, Job 1. Said **2.807 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the westerly right-of-way line of said S.H. 46, at the southeast corner of a called 5.059 acre tract of land as described of record in Document No. 2021-359757 of the Official Public Records of Kendall County, Texas, the northeast corner of a called 0.023 of one acre tract of land as described of record in Volume 1735, Page 54 of the Official Public Records of Kendall County, Texas and for the southwest corner of the tract described herein;

THENCE: With the common lines between said S.H. 46 and said 5.059 acre tract, the following two (2) courses:

1. **N 26° 04' 55" E**, a distance of **566.35 feet** to a found TDOT Right-of-Way Monument, Type I, for a point of curvature, and
2. With a tangent curve to the right having a radius of **751.99 feet**, at an arc length of 552.85 feet, passing a found TxDOT Right-of-Way Monument, Type I, at the intersection of the northwesterly right-of-way line of said S.H. 46 and the south right-of-way line of Spencer Road and continuing for a total arc length of **751.99 feet**, a delta angle of **058° 35' 19"** and a chord bears, **N 55° 22' 34" E**, a distance of **735.89 feet** to a point at the intersection of the north right-of-way line between said Spencer Road and the northwest right-of-way line of said S.H. 46, in the south line of a called 6.12 acre tract of land as described of record in Volume 879, Page 174 of the Official Public Records of Kendall County, Texas, for a northerly corner and a point of non-tangency of the tract described herein;

THENCE: Continuing with the north right-of-way line of said State Highway 46 and the south line of said 6.12 acre tract, the following two (2) courses:

1. **S 86° 50' 14" E**, a distance of **118.77 feet** to a point for angle, and
2. **S 86° 45' 49" E**, a distance of **69.88 feet** to a point at the southwest corner of a called 24.00 acre tract of land as described of record in Document No. 2021-363748 of the Official Records of Kendall County, Texas, for the southeast corner of said 6.12 acre tract and for the northeast corner of the tract described herein;

THENCE: **S 02° 59' 30" W**, into said S.H. 46 right-of-way, a distance of **81.30 feet** to a point in the south right-of-way line of said S.H. 46 and for a northeasterly corner of the tract described herein;

THENCE: With the southeast right-of-way line of said S.H. 46, the following three (3) courses:

1. **N 87° 00' 30" W**, a distance of **72.10 feet** to a point of curvature,
2. With a non-tangent curve to the left having a radius of **673.93 feet**, an arc length of **786.44 feet**, a delta angle of **066° 51' 40"** and a chord bears, **S 60° 28' 16" W**, a distance of **742.57 feet** to a found TDOT Right-of-Way Monument, Type I for a point of non-tangency, and
3. **S 26° 04' 32" W**, a distance of **565.66 feet** to a point for a southwest corner of the tract described herein;

THENCE: **N 63° 55' 28" W**, into said S.H. 46 right-of-way, a distance of **80.06 feet** to the **POINT OF BEGINNING** and containing **2.807 acres of land**, situated in Kendall County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."

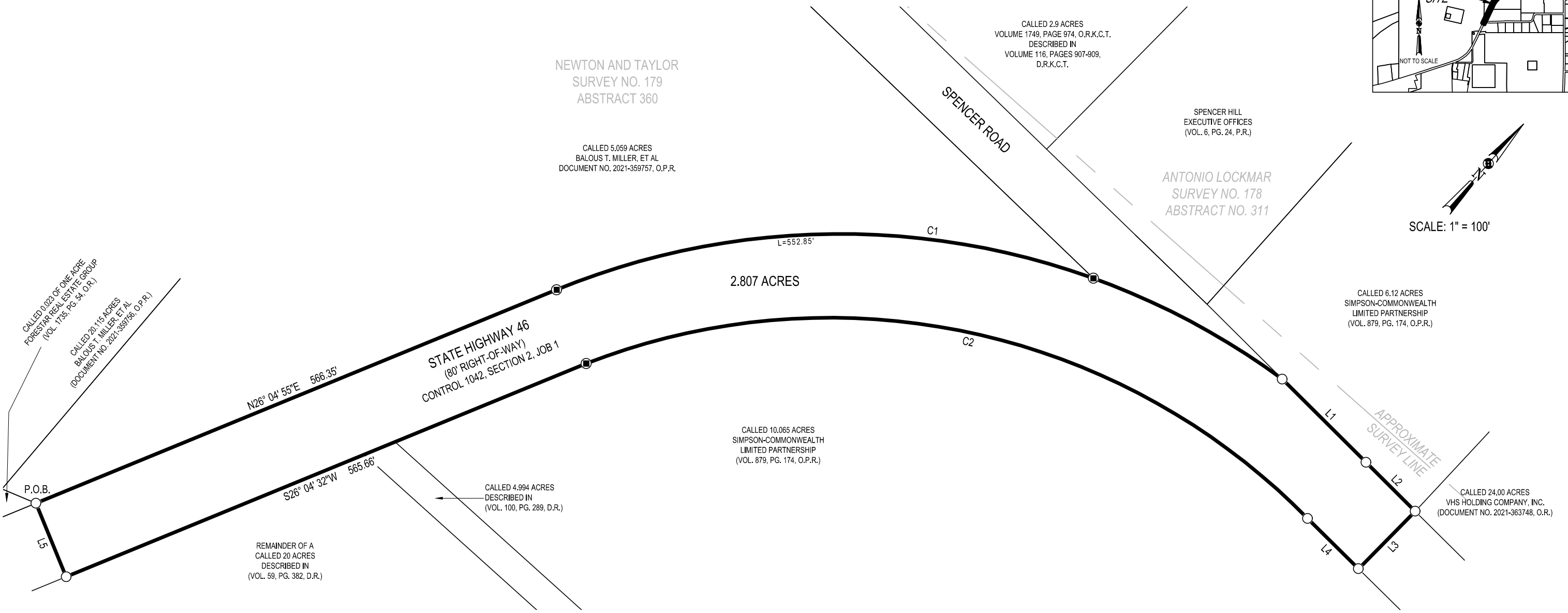
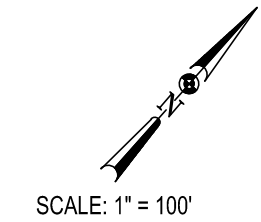
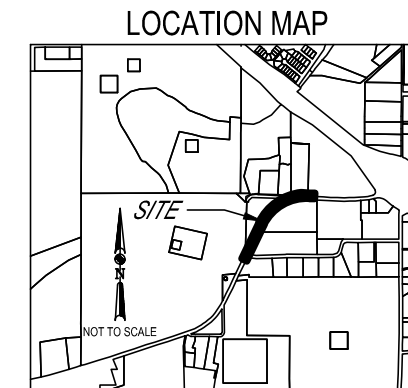


Job#16-4072 Annexation 2.807 Acres

Date: January 16, 2023

NOTES
 1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
 2. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

EXHIBIT OF
 A 2.807 ACRE TRACT OF LAND LOCATED IN THE NEWTON & TAYLOR SURVEY NO. 179, ABSTRACT NO. 360, KENDALL COUNTY, TEXAS, AND BEING ACROSS THE EXISTING STATE HIGHWAY (S.H.) 46, AN 80' WIDE RIGHT-OF-WAY PER THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) RIGHT-OF-WAY MAP, CONTROL 1042, SECTION 2, JOB 1.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86° 50' 14"E	118.77'
L2	S86° 45' 49"E	69.88'
L3	S02° 59' 30"W	81.30'
L4	N87° 00' 30"W	72.10'
L5	N63° 55' 28"W	80.06'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	751.99'	768.96'	58°35'19"	N55° 22' 34"E	735.89'
C2	673.93'	786.44'	66°51'40"	S60° 28' 16"W	742.57'

LEGEND
 P.O.B. POINT OF BEGINNING
 POINT
 FOUND TXDOT TYPE I MONUMENT

MATKINHOOVER
 ENGINEERING & SURVEYING

HEADQUARTERS
 8 SPENCER ROAD SUITE 300
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 OFFICE: 830.249.0600 FAX: 830.249.0099

3303 SHELL ROAD SUITE 3
 GEORGETOWN, TEXAS 78628
 OFFICE: 512.868.2244

BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
 BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512
 CIVIL ENGINEERS SURVEYORS LAND PLANNERS
 CONSTRUCTION MANAGERS CONSULTANTS



Kyle L. Pressler
 KYLE L. PRESSLER DATE: JANUARY 16, 2023
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6528
 KYLE.PRESSLER@MATKINHOOVER.COM
 JOB NO. 16-4072 - 2.807 ACRES

Exhibit F

**2023 ANNEXATION
CITY OF BOERNE, TEXAS
MUNICIPAL SERVICE PLAN AGREEMENT**

Property Subject to the Plan: Being a 22.653 acre tract of land, located in the Anton Lockmar Survey No. 178, Abstract No. 311, and the Newton and Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being comprised of a called 13.422 acre tract of land of record in Volume 1418, Page 664, a called 2.070 acre tract of land of record in Volume 984, Page 789, a called 4.691 acre tract of land of record in Volume 891, Page 134, all of the Official Records, Kendall County, Texas and all of Spencer Hill Executive Offices Condominium Plat recorded in Volume 6, Pages 180-181 of the Plat Records of Kendall County, Texas. Said 22.653 acre tract being more particularly described as follows:

Said acre tract being more fully described in attached Exhibits "A" and "B", which is incorporated as if fully set forth herein and hereinafter referred to as the "Property" or the "Annexation Area".

Municipal services to the Annexation Area will be furnished by or on behalf of the City of Boerne, Texas, at the following levels and in accordance with the following service plan programs:

A. SPECIFIC FINDINGS

The City Council of the City of Boerne, Texas finds and determines that this Municipal Service Plan will not provide any fewer services nor will it provide a lower level of service, in the Annexation Area, than were in existence at the time immediately preceding this territory's annexation to the City of Boerne, Texas.

B. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION.

The City will provide the following services in the Annexation Area on the effective date of the annexation unless otherwise noted. As used in this plan, the term "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances.

1. POLICE PROTECTION

The City of Boerne Police Department will provide regular and routine patrols to the Annexation Area at the same or similar level now being provided to other areas of the City with similar topography, land use and population densities.

The services will include, but are not limited to:

- Normal patrols and responses to calls for service;
- Handling of offense and incident reports;
- Special units, such as traffic enforcement, criminal investigations, narcotics law enforcement, gang suppression, and crime response team deployment when required; and
- Animal Control services.

2. FIRE SERVICE

The City of Boerne, Texas and its Fire Department will provide fire protection services to the Annexation Area at the same or similar level now being provided to other areas of the City with similar topography, land use and population densities. The Fire Department will perform these duties as part of its overall activities. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

These services include, but are not limited to:

- Basic Life Support (BLS) 1st responder emergency medical services;
- Fire suppression and rescue;
- Hazardous materials mitigation and regulation;
- Technical rescue;
- Fire Safety Education;
- Aircraft/rescue/ firefighting;
- Fire protection system plan review; and
- Inspections.

3. BUILDING INSPECTION AND CODE ENFORCEMENT SERVICES

The City of Boerne Code Enforcement Department activities will extend to Annexation Area, pursuant to applicable policies and/or ordinances of the City, now existing or as such policies and/or ordinances may be amended. These services include, but are not limited to, consultation with project developers for building code requirements, plan review for structures, issuance of building permits, and on-site inspection services for new construction.

The Code Enforcement Department will also enforce the City's code of ordinances and will respond to requests for inspection and complaints of suspected City Code violations including, but not limited to: high weeds and grass, trash and debris, solid waste, trash carts and illegal dumping, junked and abandoned vehicles, zoning, food, daycare, pool and spa inspections, stray animals, cruelty and bite investigations. Complaints of ordinance or regulation violations within the Annexation Area will be answered and investigated by existing personnel within the appropriate City department beginning on the effective date of the annexation.

4. PLANNING AND ZONING

The City of Boerne Planning and Zoning Department activities will extend to the Annexation Area, pursuant to applicable policies and/or ordinances of the City, now existing or as may be amended.

5. LIBRARY

Free library uses, and privileges will be available to residents of the Annexation Area, pursuant to applicable policies and/or ordinances as may be amended.

6. PARKS, PLAYGROUNDS, AND SWIMMING POOLS

Residents of the Annexation Area may utilize all existing parks and community service facilities throughout the City subject to existing ordinances and policies as may be amended. Existing

parks, playgrounds, swimming pools and other recreational and community facilities within the Annexation Area that are private facilities will be unaffected by the annexation.

7. SOLID WASTE COLLECTION

Solid waste collection is contracted for by the City's contracted agent upon annexation. Solid waste collection will be provided to the Annexation Area at the same or similar level of service now being provided to other areas of the City in accordance with existing ordinances and policies as may be amended from time to time.

8. STREET AND DRAINAGE MAINTENANCE

The effects of this addition on drainage will be addressed under the provisions of the City of Boerne ordinances and policies in effect at the time of platting.

Public roads, streets and drainage improvements that have been properly platted, duly dedicated, and accepted by the City of Boerne and/or Kendall County shall be maintained by City Street Department. All roads, streets or alleyways in the Annexation Area which have been dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas of the City of Boerne with similar land use, population density and topography.

Construction of new roads and streets, if any, is the responsibility of the developer or landowner desiring them and must be designed and built in accordance with applicable City of Boerne ordinances and policies as may be amended.

The effects of this addition on drainage will be addressed under the provisions of the City of Boerne ordinances and policies in effect at the time of platting, if and when such platting occurs. The effects will be consistent with such maintenance provided by the City of Boerne to other areas within the City exhibiting land use, population density and topography similar to that of the Annexation Area.

9. ELECTRIC SERVICE

The City of Boerne utilities is the current electric service provider and will continue to provide electricity service as required to the annexation area.

10. GAS SERVICE

Natural gas service from the City of Boerne may be extended to and throughout the property by the petitioner according to City standards. Natural Gas service is provided for as it is to all other areas within the City of Boerne with the same or similar topography, land use, and population density. The nearest natural gas main of significant capacity is located along the west side of IH-10 at Upper Balcones Rd., approximately 2,000 feet east of the subject property.

11. WATER SERVICE

Water service to the area is provided by SJWTX, Inc. and may be extended to and throughout the property according to City standards. Extension of service shall comply with State law as provided in Chapter 43 of the Local Government Code.

12. SEWER SERVICE

Sanitary sewer service from the City of Boerne may be extended to and throughout the property by the petitioner according to City standards. Extension of service shall comply with applicable State law as provided in Chapter 43 of the Local Government Code. The nearest sewer main of significant capacity is located along the west side of School Street at Frederick Creek, approximately 3,000 feet northeast of the subject property.

C. CAPITAL IMPROVEMENTS PROGRAM

No capital improvements are necessary at this time to provide services to the Annexation Area consistent with all other areas within the City of Boerne with the same or similar topography, land use, and population density. Need for construction of new facilities will be assessed periodically based on population growth and predicted growth. Any capital improvements deemed necessary to serve the subject annexation area shall be and shall remain the responsibility of the petitioner.

*THE STATE OF TEXAS
COUNTY OF KENDALL*

The undersigned acknowledge that the Municipal Service Plan Agreement has been read and the requirements and stipulations contained therein are understood.

JOHN-MARK MATRIN
Printed Name


Signature

5/31/2023
Date

Printed Name

Signature

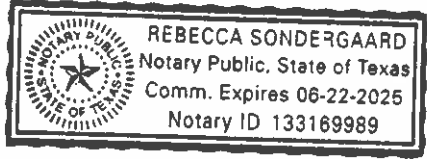
Date

*THE STATE OF TEXAS
COUNTY OF KENDALL*

This Municipal Service Plan Agreement was acknowledged before me on the day of

May 31, 2023

Rebecca Sondergaard
Notary Public In and For the State of Texas



THE STATE OF TEXAS
COUNTY OF KENDALL

The undersigned acknowledge that the Municipal Service Plan Agreement has been read and the requirements and stipulations contained therein are understood.

HAROLD T DULIERES III

Printed Name

[Signature]

Signature

May 31 - 2023

Date

Printed Name

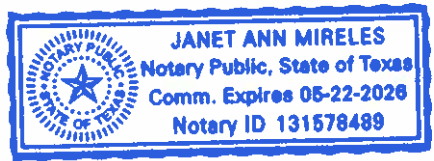
Signature

Date

This Municipal Service Plan Agreement was acknowledged before me on the day of

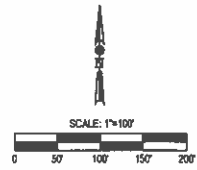
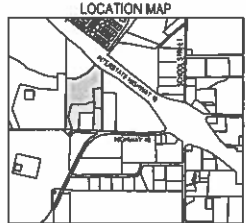
May 31, 2023

[Signature]
Notary Public In and For the State of Texas

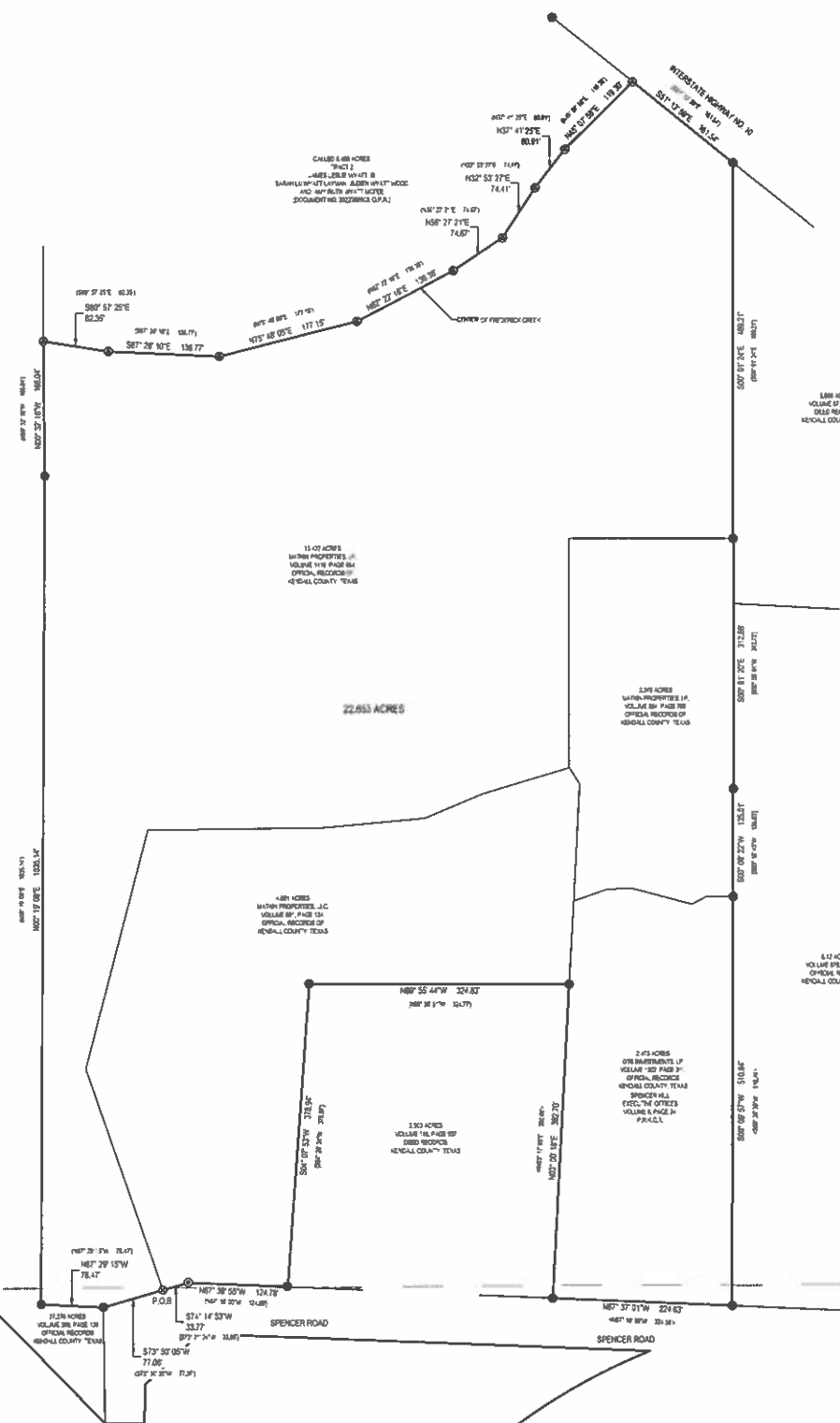


NOTES:
 1. MEASUREMENTS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS BOUNDARY CENTRAL, 2011 NORTH AMERICAN DATUM 2011 BY BLS.
 2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE, ALL BURIALS, EMBLEMMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE KNOWN-HEREON. THE SURVEYOR DOES NOT CONDUCT AN ABSTRACT OF TITLE.
 3. THIS RECORDATION WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 170.10, WHICH DOES NOT REFLECT THE RESULTS OF AN ON-THE-GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT BOUNDARIES AND INTERESTS APPLIED OR SET-FORTH BY THE RECORDATION OF THE BOUNDARY OF THE PORTUGAL SUBDIVISION FOR WHICH THIS SURVEY WAS MADE.

EXHIBIT OF
 A 22.653 ACRE TRACT OF LAND, LOCATED IN THE ANTON LOCKMAR SURVEY NO. 178, ABSTRACT NO. 311, AND THE NEWTON AND TAYLOR SURVEY NO. 179, ABSTRACT NO. 360, KENDALL COUNTY, TEXAS, AND BEING COMPRISED OF A CALLED 13.422 ACRE TRACT OF LAND OF RECORD IN VOLUME 1418, PAGE 684, A CALLED 2.078 ACRE TRACT OF LAND OF RECORD IN VOLUME 884, PAGE 789, A CALLED 4.891 ACRE TRACT OF LAND OF RECORD IN VOLUME 891, PAGE 134, ALL OF THE OFFICIAL RECORDS, KENDALL COUNTY, TEXAS AND ALL OF SPENCER HILL EXECUTIVE OFFICES CONDOMINIUM PLAT RECORDED IN VOLUME 6, PAGES 180-181 OF THE PLAT RECORDS OF KENDALL COUNTY, TEXAS.



- LEGEND
- P.O.B. POINT OF BEGINNING
 - FOUND 1/2" IRON ROD WITH A "SCHWARZ 4780" PLASTIC CAP
 - FOUND 1/2" IRON ROD
 - FOUND 3" PIPE POST
 - FOUND CONCRETE MONUMENT
 - MEANDER POINT
 - () RECORD CALL PER VOLUME 1418, PAGE 684 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
 - () RECORD CALL PER VOLUME 884, PAGE 789 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
 - () RECORD CALL PER VOLUME 891, PAGE 134 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS



MATKINHOOPER
 ENGINEERING & SURVEYING
 2000 W. 14th Street, Suite 100
 Fort Worth, Texas 76104
 Phone: (817) 336-1111
 Fax: (817) 336-1112
 Website: www.mtkhooper.com

Professional Seal of the State of Texas, Surveyor No. 6528, Kyle L. Prosser.
 Signature: Kyle L. Prosser
 Title: Surveyor
 Commission Expires: 08/31/2024

FIELD NOTES FOR A 22.653 ACRE TRACT OF LAND

A **22.653 acre** tract of land, located in the Anton Lockmar Survey No. 178, Abstract No. 311, and the Newton and Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being comprised of a called 13.422 acre tract of land of record in Volume 1418, Page 664, a called 2.070 acre tract of land of record in Volume 984, Page 789, a called 4.691 acre tract of land of record in Volume 891, Page 134, all of the Official Records, Kendall County, Texas and all of Spencer Hill Executive Offices Condominium Plat recorded in Volume 6, Pages 180-181 of the Plat Records of Kendall County, Texas. Said **22.653 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a "Schwarz 4760" plastic cap in the northwest right-of-way line of Spencer Road, for the southwest corner of said 4.691 acre tract, the southeast corner of said 13.422 acre tract and a southerly corner of the tract described herein;

THENCE: S 73° 50' 05" W, with said northwest right-of-way line and the south line of said 13.422 acre tract, a distance of **77.06 feet** to a found ½" iron rod a southeasterly corner of a called 27.276 acre tract of land as described of record in Volume 398, Page 138 of the Official Records of Kendall County, Texas, for a southerly corner of said 13.422 acre tract and the tract described herein;

THENCE: Departing said northwesterly right-of-way line and with the common line between said 13.422 acre tract and said 27.273 acre tract, the following three (3) courses:

1. **N 87° 29' 15" W**, a distance of **78.47 feet** to a found ½" iron rod for the southwest corner of the tract described herein,
2. **N 00° 19' 08" E**, a distance of **1035.14 feet** to a found ½" iron rod for an angle, and
3. **N 00° 32' 16" W**, a distance of **168.04 feet** to a point in the center of Frederick Creek and for the northwest corner of the tract described herein;

THENCE: With the meandering center line of said Frederick Creek, the following courses:

- **S 80° 57' 25" E**, a distance of **82.35 feet** to a point for an angle,
- **S 87° 26' 10" E**, a distance of **138.77 feet** to a point for an angle,
- **N 75° 48' 05" E**, a distance of **177.15 feet** to a point for an angle,
- **N 62° 22' 16" E**, a distance of **136.38 feet** to a point for an angle,
- **N 56° 27' 21" E**, a distance of **74.67 feet** to a point for an angle,
- **N 32° 53' 27" E**, a distance of **74.41 feet** to a point for an angle,
- **N 37° 41' 25" E**, a distance of **60.91 feet** to a point for an angle,
- **N 45° 07' 58" E**, a distance of **119.30 feet** to a point in the southwestern right-of-way of Interstate Highway No. 10, for a northerly corner of said 13.422 acre tract and the tract described herein;

THENCE: S 51° 13' 59" E, with the southwesterly right-of-way of said Interstate Highway No. 10 and the northeast line of said 13.422 acre tract, a distance of **161.54 feet** to a concrete monument found for the northeast corner of said 13.422 acre tract and the tract described herein;

THENCE: S 00° 01' 24" E, departing the southwest right-of-way of said Interstate Highway No. 10 and with the east line of said 13.422 acre tract, a distance of **469.21 feet** to a found ½" iron rod for a southeast corner of said 13.422 acre tract, the northeast corner of said 2.070 acre tract and an angle of the tract described herein;

THENCE: With the east line of said 2.070 acre tract, the following two (2) courses:

1. **S 00° 01' 20" E**, a distance of **312.68 feet** to a found ½" iron rod for angle, and
2. **S 00° 09' 22" W**, a distance of **135.01 feet** to a found ½" iron rod at the southeast corner of said 2.070 acre tract, the northeast corner of said Spencer Hill Executive Offices Condominium Plat and for an angle of the tract

described herein;

THENCE: S 00° 09' 57" W, with the east line of said Spencer Hill Executive Offices Condominium Plat, a distance of **510.64 feet** to a found ½" iron rod in the north right-of-way line of Spencer Road, for the southeast corner of said Spencer Hill Executive Offices Condominium Plat and the tract described herein;

THENCE: N 87° 37' 01" W, with said north right-of-way line and the south line of said Spencer Hill Executive Offices Condominium Plat, a distance of **224.63 feet** to a found ½" iron rod at the southeast corner of a called 2.903 acre tract of land as described of record in Volume 116, Page 907 of the Deed Records of Kendall County, Texas, for the southeast corner of said Spencer Hill Executive Offices Condominium Plat and a southerly corner of the tract described herein;

THENCE: N 03° 00' 18" E, departing said north right-of-way line and with the common line between said 2.903 acre tract and said Spencer Hill Executive Offices Condominium Plat, a distance of **392.70 feet** to a found ½" iron rod at the northeast corner of said 2.903 acre tract, the northwest corner of said Spencer Hill Executive Offices Condominium Plat, an easterly corner of said 4.691 acre tract and an interior corner of the tract described herein;

THENCE: With the common line between said 2.903 acre tract and said 4.691 acre tract, the following two (2) courses:

1. **N 89° 55' 44" W**, a distance of **324.83 feet** to a found ½" iron rod for corner, and
2. **S 04° 07' 53" W**, a distance of **378.94 feet** to a found ½" iron rod in said north right-of-way line, for the southwest corner of said 2.903 acre tract, a southerly corner of said 4.691 acre tract and the tract described herein;

THENCE: With said north right-of-way line and the south line of said 4.691 acre tract, the following two (2) courses:

1. **N 87° 38' 55" W**, a distance of **124.78 feet** to a found 2" pipe post for corner, and
2. **S 74° 14' 53" W**, a distance of **33.77 feet** to the **POINT OF BEGINNING** and containing **22.653 acres of land**, situated in Kendall County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."



Job # 14-4064 22.653 Acres

Date: August 30, 2022

**2023 ANNEXATION
CITY OF BOERNE, TEXAS
MUNICIPAL SERVICE PLAN AGREEMENT**

Property Subject to the Plan: Being a 5.984 acre tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across a called 5.059 acre tract of land as described of record in Document No. 2021-359757, and a called 20.115 acre tract of land as described of record in Document No. 2021-359756, both of the Official Public Records of Kendall County, Texas. Said 5.984 acre tract being more particularly described as follows:

Said acre tract being more fully described in attached Exhibits "A" and "B", which is incorporated as if fully set forth herein and hereinafter referred to as the "Property" or the "Annexation Area".

Municipal services to the Annexation Area will be furnished by or on behalf of the City of Boerne, Texas, at the following levels and in accordance with the following service plan programs:

A. SPECIFIC FINDINGS

The City Council of the City of Boerne, Texas finds and determines that this Municipal Service Plan will not provide any fewer services nor will it provide a lower level of service, in the Annexation Area, than were in existence at the time immediately preceding this territory's annexation to the City of Boerne, Texas.

B. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION.

The City will provide the following services in the Annexation Area on the effective date of the annexation unless otherwise noted. As used in this plan, the term "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances.

1. POLICE PROTECTION

The City of Boerne Police Department will provide regular and routine patrols to the Annexation Area at the same or similar level now being provided to other areas of the City with similar topography, land use and population densities.

The services will include, but are not limited to:

- Normal patrols and responses to calls for service;
- Handling of offense and incident reports;
- Special units, such as traffic enforcement, criminal investigations, narcotics law enforcement, gang suppression, and crime response team deployment when required; and
- Animal Control services.

2. FIRE SERVICE

The City of Boerne, Texas and its Fire Department will provide fire protection services to the Annexation Area at the same or similar level now being provided to other areas of the City with similar topography, land use and population densities. The Fire Department will perform these duties as part of its overall activities. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

These services include, but are not limited to:

- Basic Life Support (BLS) 1st responder emergency medical services;
- Fire suppression and rescue;
- Hazardous materials mitigation and regulation;
- Technical rescue;
- Fire Safety Education;
- Aircraft/rescue/ firefighting;
- Fire protection system plan review; and
- Inspections.

3. BUILDING INSPECTION AND CODE ENFORCEMENT SERVICES

The City of Boerne Code Enforcement Department activities will extend to Annexation Area, pursuant to applicable policies and/or ordinances of the City, now existing or as such policies and/or ordinances may be amended. These services include, but are not limited to, consultation with project developers for building code requirements, plan review for structures, issuance of building permits, and on-site inspection services for new construction.

The Code Enforcement Department will also enforce the City's code of ordinances and will respond to requests for inspection and complaints of suspected City Code violations including, but not limited to: high weeds and grass, trash and debris, solid waste, trash carts and illegal dumping, junked and abandoned vehicles, zoning, food, daycare, pool and spa inspections, stray animals, cruelty and bite investigations. Complaints of ordinance or regulation violations within the Annexation Area will be answered and investigated by existing personnel within the appropriate City department beginning on the effective date of the annexation.

4. PLANNING AND ZONING

The City of Boerne Planning and Zoning Department activities will extend to the Annexation Area, pursuant to applicable policies and/or ordinances of the City, now existing or as may be amended.

5. LIBRARY

Free library uses, and privileges will be available to residents of the Annexation Area, pursuant to applicable policies and/or ordinances as may be amended.

6. PARKS, PLAYGROUNDS, AND SWIMMING POOLS

Residents of the Annexation Area may utilize all existing parks and community service facilities throughout the City subject to existing ordinances and policies as may be amended. Existing parks, playgrounds, swimming pools and other recreational and community facilities within the Annexation Area that are private facilities will be unaffected by the annexation.

7. SOLID WASTE COLLECTION

Solid waste collection is contracted for by the City's contracted agent upon annexation. Solid waste collection will be provided to the Annexation Area at the same or similar level of service now being provided to other areas of the City in accordance with existing ordinances and policies as may be amended from time to time.

8. STREET AND DRAINAGE MAINTENANCE

The effects of this addition on drainage will be addressed under the provisions of the City of Boerne ordinances and policies in effect at the time of platting.

Public roads, streets and drainage improvements that have been properly platted, duly dedicated, and accepted by the City of Boerne and/or Kendall County shall be maintained by City Street Department. All roads, streets or alleyways in the Annexation Area which have been dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas of the City of Boerne with similar land use, population density and topography.

Construction of new roads and streets, if any, is the responsibility of the developer or landowner desiring them and must be designed and built in accordance with applicable City of Boerne ordinances and policies as may be amended.

The effects of this addition on drainage will be addressed under the provisions of the City of Boerne ordinances and policies in effect at the time of platting, if and when such platting occurs. The effects will be consistent with such maintenance provided by the City of Boerne to other areas within the City exhibiting land use, population density and topography similar to that of the Annexation Area.

9. ELECTRIC SERVICE

Bandera Electric Cooperative is the current electric service provider and will continue to provide electricity service as required to the annexation area.

10. GAS SERVICE

Natural gas service from the City of Boerne may be extended to and throughout the property by the petitioner according to City standards. Natural Gas service is provided for as it is to all other areas within the City of Boerne with the same or similar topography, land use, and population density. The nearest natural gas main of significant capacity is located along the east side of IH-10 at Upper Balcones Rd., approximately 2,000 feet east of the subject property.

11. WATER SERVICE

Water service to the area from the SJWTX, Inc, may be extended to and throughout the property according to City standards. Extension of service shall comply with State law as provided in Chapter 43 of the Local Government Code.

12. SEWER SERVICE

Sanitary sewer service to the area from SJWTX, Inc. may be extended to and throughout the property according to City standards. Extension of service shall comply with applicable State law as provided in Chapter 43 of the Local Government Code.

C. CAPITAL IMPROVEMENTS PROGRAM

No capital improvements are necessary at this time to provide services to the Annexation Area consistent with all other areas within the City of Boerne with the same or similar topography, land use, and population density. Need for construction of new facilities will be assessed periodically based on population growth and predicted growth. Any capital improvements deemed necessary to serve the subject annexation area shall be and shall remain the responsibility of the petitioner.

THE STATE OF TEXAS
COUNTY OF KENDALL

The undersigned acknowledge that the Municipal Service Plan Agreement has been read and the requirements and stipulations contained therein are understood.

Balous T. Miller

Printed Name

[Signature]

Signature

6-20-2023

Date

Julie Miller

Printed Name

[Signature]

Signature

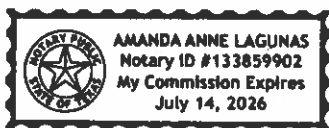
6-20-2023

Date

THE STATE OF TEXAS
COUNTY OF KENDALL

This Municipal Service Plan Agreement was acknowledged before me on the 20th day of

June, 2023



Amanda Anne Lagunas
Notary Public In and For the State of Texas

THE STATE OF TEXAS
COUNTY OF KENDALL

The undersigned acknowledge that the Municipal Service Plan Agreement has been read and the requirements and stipulations contained therein are understood.

Balour T. Miller
Printed Name

[Signature]
Signature

6-20-2023
Date

Julie Miller
Printed Name

[Signature]
Signature

6-20-2023
Date

This Municipal Service Plan Agreement was acknowledged before me on the 20th day of

June, 2023



Amanda Anne Lagunas
Notary Public In and For the State of Texas

FIELD NOTES FOR A 5.984 OF ONE ACRE TRACT OF LAND

A **5.984 acre** tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being across a called 5.059 acre tract of land as described of record in Document No. 2021-359757, and a called 20.115 acre tract of land as described of record in Document No. 2021-359756, both of the Official Public Records of Kendall County, Texas. Said **5.984 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found Texas Department of Transportation Right-of-Way Monument, Type I, at the intersection of the south right-of-way line of Spencer Road and the northwest right-of-way line of State highway 46, at the northeast corner and a point of curvature of a called 5.059 acre tract of land as described of record in Document No. 2021-359757 of the Official Public Records of Kendall County, Texas and the tract described herein;

THENCE: With the northwest right-of-way line of State Highway 46 and the easterly lines of said 5.059 acre tract, the following two (2) courses:

1. With a curve to the left having a radius of **751.99 feet**, an arc length of **552.85 feet**, a delta angle of **042° 07' 22"** and a chord which bears, **S 47° 08' 36" W**, a distance of **540.48 feet** to found TxDOT Type 1 concrete marker for a point of tangency of the tract of land described herein, and
2. **S 26° 04' 55" W**, a distance of **566.35 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most easterly northeast corner of a called 71.12 acre tract of land as described in Volume 1735, Page 140 of the Official Records of Kendall County, Texas, and for the southeast corner of the tract described herein;

THENCE: Departing the northwest Right-of-Way line of State Highway 46 and with the northerly lines of said 71.12 acre tract, the southerly lines of said 5.059 acre tract and said 20.115 acre tract, the following three (3) courses:

1. **S 71° 04' 11" W**, a distance of **70.71 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract of land described herein,
2. **N 63° 55' 43" W**, a distance of **108.50 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature of the tract of land described herein, and
3. With a curve to the left having a radius of **847.00 feet**, an arc length of **91.69 feet**, a delta angle of **006° 12' 08"** and a chord which bears, **N 67° 01' 48" W**, a distance of **91.64 feet** to a point of non-tangency and for the southwest corner of the tract described herein;

THENCE: Into said 20.115 acre tract and said 5.059 acre tract, the following two (2) courses:

1. **N 26° 04' 55" E**, a distance of **621.35 feet** to a point of curvature, and
2. With a tangent curve to the right having a radius of **1001.99 feet**, an arc length of **339.47 feet**, a delta angle of **019° 24' 41"** and a chord bears, **N 35° 47' 16" E**, a distance of **337.85 feet** to a point in the north line of said 5.059 acre tract, in the south right-of-way line of Spencer Road, for the northwest corner and a point of non-tangency of the tract described herein, from which a found ½" iron rod in the south right-of-way line of Spencer Road, and for a northwesterly corner of said 5.059 acre tract bears, **N 87° 47' 13" W**, a distance of 141.86 feet;

THENCE: **S 87° 47' 13" E**, with the south right-of-way line of Spencer Road and the north line of said 5.059 acre tract, a distance of **423.49 feet** to the **POINT OF BEGINNING** and containing **5.984 acres of land**, situated in Kendall County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."



Job # 16-4072 5.984 Acres-Area 4

Date: August 29, 2022

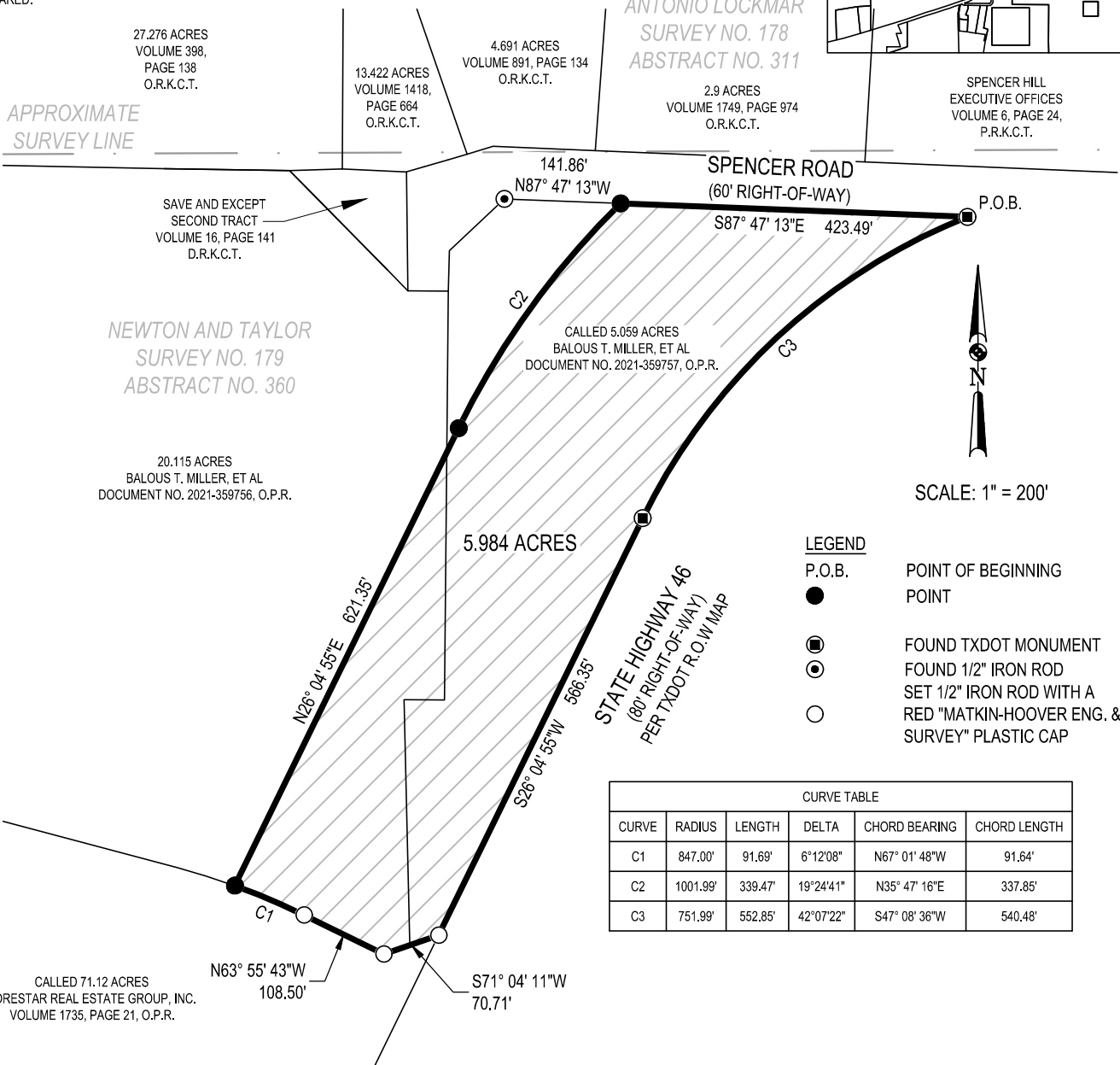
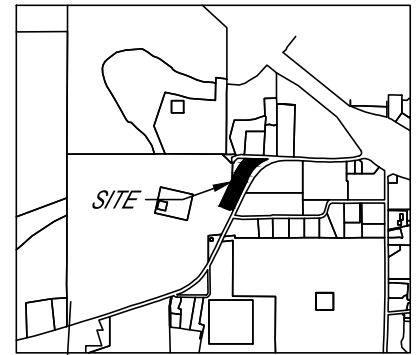
NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THIS EXHIBIT WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3. *THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.*

EXHIBIT OF

A 5.984 ACRE TRACT OF LAND LOCATED IN THE NEWTON & TAYLOR SURVEY NO. 179, ABSTRACT NO. 360, KENDALL COUNTY, TEXAS, AND BEING ACROSS A CALLED 5.059 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2021-359757, AND A CALLED 20.115 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2021-359756, BOTH OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.

LOCATION MAP



APPROXIMATE SURVEY LINE

NEWTON AND TAYLOR SURVEY NO. 179 ABSTRACT NO. 360

20.115 ACRES BALOUS T. MILLER, ET AL DOCUMENT NO. 2021-359756, O.P.R.

ANTONIO LOCKMAR SURVEY NO. 178 ABSTRACT NO. 311

2.9 ACRES VOLUME 1749, PAGE 974 O.R.K.C.T.

SPENCER HILL EXECUTIVE OFFICES VOLUME 6, PAGE 24, P.R.K.C.T.

SAVE AND EXCEPT SECOND TRACT VOLUME 16, PAGE 141 D.R.K.C.T.

27.276 ACRES VOLUME 398, PAGE 138 O.R.K.C.T.

13.422 ACRES VOLUME 1418, PAGE 664 O.R.K.C.T.

4.691 ACRES VOLUME 891, PAGE 134 O.R.K.C.T.

SCALE: 1" = 200'

LEGEND

- P.O.B. POINT OF BEGINNING
- FOUND TXDOT MONUMENT
- FOUND 1/2" IRON ROD SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	847.00'	91.69'	6°12'08"	N67° 01' 48"W	91.64'
C2	1001.99'	339.47'	19°24'41"	N35° 47' 16"E	337.85'
C3	751.99'	552.85'	42°07'22"	S47° 08' 36"W	540.48'

CALLLED 71.12 ACRES FORESTAR REAL ESTATE GROUP, INC. VOLUME 1735, PAGE 21, O.P.R.

N63° 55' 43"W 108.50'

S71° 04' 11"W 70.71'

MATKINHOOVER

HEADQUARTERS
8 SPENCER ROAD, SUITE 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

ENGINEERING & SURVEYING



Kyle L. Pressler

KYLE L. PRESSLER DATE: AUGUST 29, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOOVER.COM
JOB NO. 16-4072 - 5.984 ACRES - AREA 4

BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

**SPENCER RANCH
DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”) is entered by and between the **City of Boerne**, a Texas home-rule municipal corporation located within Kendall County, Texas (hereinafter, referred to as “City”), **Forestar (USA) Real Estate Group, Inc.** (a Delaware Corporation, hereinafter referred to as “Forestar”), **Matkin Properties, LP**, a Texas limited partnership (“Matkin Properties”), **Equity Trust Company Custodian FBO Harold T. duPerier III IRA**, 50% undivided interest, and **Equity Trust Company Custodian FBO John-Mark Matkin IRA**, 50% undivided interest (collectively, the “Undivided Interest Holders”). Matkin Properties and the Undivided Interest Holders are referred to herein collectively as the “Frontage Owners.” Forestar and the Frontage Owners are, collectively, the owners of approximately +/-160 acres of Real Property generally located at Spencer Road and State Highway 46, more specifically described below. Forestar and Frontage Owners hereby enter into this Agreement with the City to allow for certain development provisions and the annexation of the property described herein. City, Forestar, and Frontage Owners shall hereafter collectively be referred to as “Parties” or in the singular as “Party.”

RECITALS

WHEREAS, Forestar owns approximately 71.12-acres of Real Property in Kendall County, Texas (the “County”) and within the extra-territorial jurisdiction (“ETJ”) of the City (hereinafter referred to as the “Forestar Property;” *see* “**Exhibit A**”). Forestar has submitted and the City has approved the Master Plan for approximately 209 single-family homes (*see* “**Exhibit B**,” hereinafter referred to as “Forestar’s Project” or the “Birch at Spencer Ranch”);

WHEREAS, Frontage Owners own approximately 87-acres of Real Property in the County and within the City’s ETJ (hereinafter referred to as the “Frontage Owners Property;” *see* “**Exhibit C**”). Such Property is intended to be developed for mixed use purposes (the “Frontage Owners Project” *see* “**Exhibit D**”).

WHEREAS, in order for Forestar and Frontage Owners to carry out their respective projects, and pursuant to the City’s Subdivision Ordinance No. 2007-56, et. Seq., (the “Subdivision Ordinance”) certain improvements in the area need to be made. Specifically, the construction and/or dedication of a Spencer Ranch Boulevard, which is approximately 2,200 (1,850+350) feet and traverses both the Forestar Property and the Frontage Owners Property (the “Road;” *see* “**Exhibit E**”).

WHEREAS, It is the intent that both Forestar and Frontage Owners, and any successor owners of the identified properties, shall participate in their proportionate share of construction and/or dedication of 2,200 feet of a 4 lane, primary collector roadway, from Highway 46 in a northwestern direction as depicted in Exhibit E, including a traffic signal and any required turn lanes at the intersection of Highway 46 and the Road, referred to herein collectively as “Spencer

Ranch Roadway Improvements”, either by constructing their proportionate share of roadway improvements or by providing roadway funds for the City to construct roadway improvements when warranted, all of which is provided in the Rough Proportionality Determination issued by the City on October 1, 2020 (“Rough Proportionality Determination; *see* “**Exhibit F**”).

WHEREAS, the Parties desire to enter into this Agreement pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code, § 43.0671, et. Seq., (the “Code”) to reflect that in consideration of Forestar’s and Frontage Owners’ agreement to voluntary annexation and other consideration as stated herein, the City shall abide by and comply with the terms of this Agreement and the conditions stated herein. More specifically, City shall agree to (1) allow for the Road to be constructed and maintained as a Private Road pursuant to the methods and procedures in this Agreement, (2) annex the Forestar Property and the Frontage Owners’ Property in a timely manner in accordance with procedures set forth in state law, and (3) the remaining provisions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties now wish to enter into this Agreement and agree as follows:

I. DEFINITIONS

- 1.1 “Agreement” shall mean this document executed by the Parties, which may be amended from time to time, pursuant to the provisions contained herein.
- 1.2 “Annexation Area” shall reflect the Properties in Exhibit K (see below).
- 1.3 “Birch at Spencer Ranch” shall have the meaning specified above.
- 1.4 “City” and “County” shall have the meaning specified above.
- 1.5 “Code” shall mean the Texas Local Government Code, as amended.
- 1.6 “CPI Adjustment” shall mean means the year-to-year adjustment commencing on the first anniversary of the date this Agreement is signed by all Parties, unless otherwise noted, which adjustment shall use the Bureau of Labor Statistics, U.S. Department of Labor Price Index for all Urban Consumers for All Items for the South Region, 1982-84=100.
- 1.7 “Cure Period” shall have the meaning described in Article VII, below.
- 1.8 “Effective Date” shall mean the date of execution of this Agreement by all Parties.
- 1.9 “ETJ” shall have the meaning specified above.

- 1.10 “Forestar” shall have the meaning specified above.
- 1.11 “Forestar Project” shall have the meaning specified above.
- 1.12 “Forestar Property” shall have the meaning specified above.
- 1.13 “Forestar’s Rough Proportionality” shall have the meaning specified below.
- 1.14 “Frontage Owners” shall have the meaning specified above.
- 1.15 “Frontage Owners Project” shall have the meaning specified above.
- 1.16 “Frontage Owners Property” shall have the meaning specified above.
- 1.17 “Frontage Owners’ Rough Proportionality” shall mean the Rough Proportionality Determination issued by the City on October 1, 2020 (see Exhibit F, below).
- 1.18 “Road” shall have the meaning specified above.
- 1.19 “Road Reserve Fund” shall have the definition prescribed below.
- 1.20 “Spencer Ranch Roadway Improvements” shall have the meaning specified above.
- 1.21 “Subdivision Ordinance” shall have the meaning specified above.
- 1.22 “Traffic Impact Analysis” shall have the meaning described in the Subdivision Ordinance.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

II. REPRESENTATIONS AND ACKNOWLEDGMENTS

2.1 The recitals set forth hereinabove are included here as if set out in full and are part of the conditions of this Agreement and binding on Parties.

2.2 Forestar and Frontage Owners represent to City that they collectively are the owners of their respective properties and have the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

2.3 City acknowledges that it has the authority to agree to the provisions herein and

annex the Frontage Owners Property and the Forestar Property pursuant to the Code and all City regulations, ordinances, and rules pursuant to statutory requirements.

III. THE BIRCH AT SPENCER RANCH

3.1 The Birch at Spencer Ranch consists of approximately 209 single-family homes on the Forestar Property (see previously mentioned Exhibit B). Pursuant to the Subdivision Ordinance and Code, Forestar is required to construct its proportion of infrastructure in coordination with the development of the Birch at Spencer Ranch. Specifically, Forestar's monetary contribution to the Road, as determined by the City's Rough Proportionality Determination for said 209 single-family homes, issued on October 1, 2020 (see previously mentioned Exhibit F) shall not exceed \$1,432,477.45 ("Forestar's Rough Proportionality") as adjusted in accordance with the CPI Adjustment (as hereinafter defined). This includes the design and construction of approximately 1,850 ft. of the Road. Upon complete payment of Forestar's Rough Proportionality, all Rough Proportionality for the Birch at Spencer Ranch shall be satisfied and no additional payment or construction of improvements shall be requested or required of Forestar. The City reserves the right to reassess and recalculate the rough proportionality determination if the single-family home count at the Birch at Spencer Ranch changes by more than ten (10) percent.

3.2 This Agreement shall allow Forestar to design, construct, and maintain its proportion (such proportion as specified in previously mentioned Exhibit F) of the Road as a private road, as that term is identified in the Subdivision Ordinance, until such time that the City completes the state prescribed requirements to annex Forestar's Property. City shall perform and complete all inspections and approvals of such portion of the Road as though the City would be maintaining such Road to allow for a timely transfer of maintenance of the Road upon annexation of Forestar's Property.

3.3 Forestar shall dedicate 94-foot right-of-way for the construction of the 350-foot extension of the Road to the City (see "Exhibit G") with Phase 3 of the Birch at Spencer Ranch (see previously mentioned Exhibit D) or no later than five (5) years after the date of execution of this agreement. Forestar shall not be required to design or construct the 350 feet of the Road depicted in Exhibit G.

3.4 In association with the permitting, platting, design, and construction of the Birch at Spencer Ranch, Forestar shall be Subject to the following provisions:

3.4.1 Pursuant to Sec. 7.03.004 of the Subdivision Ordinance, all water mains for the Birch at Spencer Ranch shall be looped and such water looping shall coincide with the phased development, as indicated in the Overall Utility Plan (see "Exhibit H"). Such looping can occur by other means acceptable to both Forestar and the City, as evidenced in writing and executed by both Parties. Compliance with Sec. 7.03.004 of the Subdivision Ordinance shall be completed

concurrently with Phase 3 of the Birch at Spencer Ranch or no later than five (5) years after the date of execution of this agreement.

3.4.2 In lieu of the method of calculation of the yearly contribution for common area reserve fund as described in Section 5.11.014(F)(8)(ii) of the subdivision ordinance, the value of the yearly contribution to the Birch at Spencer Ranch HOA reserve fund shall be assessed at \$26,120 per year for the Road, and upon the completion and annexation of each Phase of the Birch at Spencer Ranch (see Exhibit B) the Association shall cause the following funds to be contributed for local streets: \$27,385 for Phase 1B, \$28,928 for Phase 2, and \$22,549 for Phase 3, respectively. The year each Phase of the Birch at Spencer Ranch is annexed such fees shall be prorated. The aforementioned amounts can be adjusted in accordance with the CPI Adjustment. The HOA shall deposit the \$26,120 yearly Reserve Fund contribution amount for the Road every 12 months from execution of this Agreement. Upon annexation of Area 5 (see Exhibit K, below), and written request by Forestar, the City shall take over maintenance of the Road and local streets per the process as described in Section 5.11.011 of the Subdivision Ordinance. Upon City commencing maintenance of the Road, the HOA reserve fund balance shall be dedicated to City of Boerne per subdivision ordinance section 5.11.005(C)(iv).

3.4.3 A five-foot (5') sidewalk shall be constructed on the North and South side of the Road where there are four (4) traffic lanes. Where there are only two (2) traffic lanes on the Road a sidewalk shall only be constructed on the South side of the Road (see "Exhibit I").

3.4.4 The Monument Signs shown in Exhibit J shall be located outside of the right-of-way and outside of the intersection visibility area on either side of the primary collector known as Spencer Ranch Blvd at the intersection of Highway 46 West. These signs will serve as an entrance feature for the Road and the entire development, including the residential and commercial development surrounding the primary collector. The monument signs shall be constructed as shown in Exhibit J, the letters may be backlit and the landscaping shall be provided as demonstrated using the plants listed in Exhibit J and shall not be allowed to exceed one hundred (100) square feet in size. No up-lighting of the monument signs will be permitted, and the signs shall only contain the words Spencer Ranch on the face of the signs. Each sign, landscaping and irrigation shall be maintained in perpetuity by the Birch at Spencer Ranch Homeowners Association which shall be demonstrated in the CCR's.

IV. FRONTAGE OWNERS PROJECT

4.1 Future developments within the Frontage Owners Property are responsible for their

proportionate share of the Spencer Ranch Roadway improvements as defined in Exhibit F. If future development on the Frontage Owners Property requires a Traffic Impact Assessment (TIA), and the results of the same require border street or turn Lane improvements, then these improvements shall be constructed at time of platting. However, if the future development's proposed traffic impact, as determined by the TIA, is an amount that does not require construction of those border street or turn lane improvements, the development shall be required to provide roadway funds into an escrow account, managed by the City, based upon each development's proportionate share of the roadway improvements. Such proportionate share of roadway funds shall be calculated based upon the maximum peak hour trips as determined in each development's TIA and as described in City ordinances as of the Effective Date, multiplied by \$551.55 per peak hour trip, subject however to the maximum contribution amounts set forth in Section 4.1.2 below.

4.2 At time of plat submittals to the City, each development shall provide a TIA that determines the peak hour trip for the development. Upon approval of the TIA by the City, the proportionate share of roadway funds shall be provided to the City prior to final plat approval for each development. Any change of land use from the initial TIA, provided during the platting process, shall require an updated TIA and the development shall provide additional roadway funds for any increase in peak hour trips pursuant to the Subdivision Ordinance prior to the City issuing a building permit. At no time shall the roadway funds described herein and provided to the City exceed a total of \$1,742,889.00 (total cost equaling \$1,442,889 in estimated cost for the completion of the Road and \$300,000 in estimated cost for a traffic signal at Hwy 46), as adjusted in accordance with the CPI Adjustment (as hereinafter defined) which is the proportionate share of the Frontage Owners Property roadway improvements per the City's Rough Proportionality determination. All TIA's for development projects within the Frontage Owners Property shall include background traffic generation data from all previously platted parcels in the Frontage Owners Property and Forestar Property for warrant determination of said Spencer Ranch Roadway Improvements. Upon City approval of a TIA that warrants said Spencer Ranch Roadway Improvements, City shall begin the design and construction of said warranted roadway improvements to be paid from the available funds in City's escrow account. The City reserves the right to reassess and recalculate the rough proportionality determination if the single-family home count at the Birch at Spencer Ranch changes by more than ten (10) percent.

4.3 At such time that all roadway improvements, full buildout of the Road and Highway 46 Intersection Road Improvements, are constructed and accepted by the regulating authority, the collection of the proportionate share of the roadway funds shall cease.

4.4 All commercial construction on the Frontage Owners' Property that is within 350 feet of the State Highway 46 right of way and 350 feet. of the Road that occurs prior to annexation into the City limits shall comply with the specific design criteria and lighting regulations (*see Exhibit "L"*).

4.5 No structure shall be constructed on the Frontage Owners Property unless a building permit has been issued by the City and a final plat has been recorded for the lot on which the Structure is proposed to be built on.

V. ANNEXATION

5.1 Upon City's compliance with Subchapter C-3 of Chapter 43 of the Code and Annexation of Area 1, the Properties referenced in this Agreement shall be annexed as described below (see "Exhibit K"):

5.1.1 Area 2 and Area 3 to be annexed as soon as legally permissible in accordance with requirements of state law.

5.1.2 Area 4 to be annexed as soon as legally permissible in accordance with requirements of state law.

5.1.3 Area 5 to be annexed within 18 months of execution of this agreement or as soon thereafter the annexation in 5.1.2 as legally permissible in accordance with State law.

5.1.4 Area 6- Any portions of land within Area 6 that are contiguous to land previously annexed by the City in Areas 1-5 must be annexed and zoned by the City prior to the application by the owner of such contiguous land for a building permit. The owner of any portion of land within Area 6 that is not contiguous to land previously annexed by the City in Areas 1-5 for which development is proposed by such owner, must take whatever action is necessary in order for the City to be able to annex and zone such affected land, prior to such owner applying for a building permit. The platting of any tracts within Area 6 into tracts of smaller acreage does not trigger the requirement for annexation. The owner of any remaining land in Area 6 that has not been theretofore annexed by the City at the expiration of 60 months from the Effective Date of this Agreement must begin the annexation process immediately after the expiration of such 60-month period.

VI. CONSIDERATION

Section 1.01 6.1 Voluntary petition for annexation. The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the Forestar Property and the Frontage Owners' Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be deemed submitted to the City on the Effective Date of this Agreement.

6.2 Parties agree that this voluntary petition and consent may not be revoked and is intended to be and shall be binding upon the Parties as well as their successors and assigns in ownership of any right, title, or interest in and to the Forestar Property and the Frontage Owners' Property or any part thereof.

6.3 Waiver. To the extent authorized by state and local laws, the Parties agree that the City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Texas Local Government Code that are required when annexing property under that subchapter. Parties agree that the Parties shall not oppose any action taken by the City to annex the Annexation Area under this Agreement or under Subchapter C-3 of Chapter 43 of the Code.

6.4 All covenants, agreements and terms contained in this agreement obligating Parties shall run with the land and shall hereafter bind all of their successors and assigns and all future owners of the Forestar Property or Frontage Owners' Project.

6.5 Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that, in accordance with Section 212.172(g), this Agreement constitutes a permit under Chapter 245 of the Code.

VII. WRITTEN AGREEMENT REGARDING SERVICES

7.1 When the City annexes the Forestar Property and the Frontage Owners' Property pursuant to this Agreement, the Parties agree that this Section VII of this Agreement shall constitute a Written Agreement Regarding Services required under Chapter 43, section 43.0672 of the Code; shall run with the land; and shall govern all municipal services to be provided to the Forestar Property and the Frontage Owners' Property.

A. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION.

The City will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted. As used in this plan, the term "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances.

1. POLICE PROTECTION

The City of Boerne Police Department will provide regular and routine patrols to the Annexation Area at the same or similar level now being provided to other areas of the City with similar topography, land use and population densities.

The services will include, but are not limited to:

- Normal patrols and responses to calls for service;
- Handling of offense and incident reports;
- Special units, such as traffic enforcement, criminal investigations, narcotics law enforcement, gang suppression, and crime response team deployment when required; and
- Animal Control services.

2. FIRE SERVICE

The City of Boerne, Texas and its Fire Department will provide fire protection services to the Annexation Area at the same or similar level now being provided to other areas of the City with similar topography, land use and population densities. The Fire Department will perform these duties as part of its overall activities. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

These services include, but are not limited to:

- Basic Life Support (BLS) 1st responder emergency medical services;
- Fire suppression and rescue;
- Hazardous materials mitigation and regulation;
- Technical rescue;
- Fire Safety Education;
- Aircraft/rescue/firefighting;
- Fire protection system plan review; and
- Inspections.

3. BUILDING INSPECTION AND CODE ENFORCEMENT SERVICES

The City of Boerne Code Enforcement Department activities will extend to Annexation Area, pursuant to applicable policies and/or ordinances of the City, now existing or as such policies and/or ordinances may be amended. These services include, but are not limited to, consultation with project developers for building code requirements, plan review for structures, issuance of building permits, and on-site inspection services for new construction.

The Code Enforcement Department will also enforce the City's code of ordinances and will respond to requests for inspection and complaints of suspected City Code violations including, but not limited to: high weeds and grass, trash and debris, solid waste, trash carts and illegal dumping, junked and abandoned vehicles, zoning, food, daycare, pool and spa inspections, stray animals, cruelty and bite investigations. Complaints of ordinance or regulation violations within the Annexation Area will be answered and investigated by existing personnel within the appropriate City department beginning on the effective date of the annexation.

4. PLANNING AND ZONING

The City of Boerne Planning and Zoning Department activities will extend to the Annexation Area, pursuant to applicable policies and/or ordinances of the City, now existing or as may be amended. The Planning and Zoning Commission will initiate permanent zoning of the newly annexed area as soon as possible after annexation.

5. LIBRARY

Free library uses, and privileges will be available to residents of the Annexation Area, pursuant to applicable policies and/or ordinances as may be amended.

6. PARKS, PLAYGROUNDS, AND SWIMMING POOLS

Residents of the Annexation Area may utilize all existing parks and community service facilities throughout the City subject to existing ordinances and policies as may be amended. Existing parks, playgrounds, swimming pools and other recreational and community facilities within the Annexation Area that are private facilities will be unaffected by the annexation.

7. SOLID WASTE COLLECTION

Solid waste collection is contracted for by the City's contracted agent upon annexation. Solid waste collection will be provided to the Annexation Area at the same or similar level of service now being provided to other areas of the City in accordance with existing ordinances and policies as may be amended from time to time.

8. STREET AND DRAINAGE MAINTENANCE

The effects of this addition on drainage will be addressed under the provisions of the Subdivision Ordinance in effect at the time of platting.

Roads, streets and drainage improvements that have been properly platted, duly dedicated, and accepted by the City of Boerne and/or Kendall County shall be maintained by the Department of Development Services. All roads, streets or alleyways in the Annexation Area which have been dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas of the City of Boerne with similar land use, population density and topography.

Construction of new roads and streets, if any, is the responsibility of the developer or land owner desiring them and must be designed and built in accordance with applicable City of Boerne ordinances and policies as may be amended.

The effects of this addition on drainage will be addressed under the provisions of the Subdivision Ordinance in effect at the time of platting, if and when such platting occurs. The effects will be consistent with such maintenance provided by the City of Boerne to other areas within the City exhibiting land use, population density and topography similar to that of the Annexation Area.

VIII. DEFAULT

8.1 Subject to Sections 8.3 and 8.4 below, a Party shall be declared in "Default" of this

Agreement if such Party violates or causes a violation of any rules, regulations, orders, ordinances or other laws that are applicable to the Property covered in this Agreement, as described herein, during the term of this Agreement.

8.2 Subject to Sections 8.3 and 8.4 below, a Party shall be declared in “Default” if that Party materially breaches any covenant, obligation, or provisions of this Agreement.

8.3 Notwithstanding any provision to the contrary, no Party shall be declared in Default, under this Agreement and subject to the remedies available to the non-defaulting party, as set forth herein, until written notice of Default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the Default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the Default (the “Cure Period”). The Cure Period may be extended by written agreement of the Amending Parties (defined below) and shall be subject to written approval of the City Manager.

8.4 The duties of a Party to observe or perform any of the provisions of this Agreement, on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay, or stoppage due to causes beyond the control of the applicable Party, including reason of strikes, pandemics, epidemics, terrorism, civil riots, war, invasion, fire or other casualty, or Acts of God.

IX. REMEDIES

9.1 Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance. Notwithstanding any provision herein to the contrary, the following applies: (i) upon the occurrence of Default by Frontage Owners, regarding the terms provided herein for the Frontage Owners’ Project, the City may proceed with any and all remedies described herein of only the Frontage Owners’ Project (or any portion thereof); and (ii) upon the occurrence of Default by Forestar, regarding the terms provided herein for the Forestar Property, the City may proceed with any and all remedies described herein of only the Forestar Property.

9.2 The Parties hereto expressly agree that, in the event of litigation, each Party hereby waives its right to payment of attorneys’ fees.

X. NON-WAIVER

No course of dealing on the part of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

XI. ASSIGNMENT

11.1 All covenants and agreements contained herein by the City shall bind its successors and assigns and shall inure to the benefit of Parties and their successors and assigns.

11.2 This Agreement (including the duties, rights and obligations set forth herein) may be assigned, in whole or in part by Forestar or Frontage Owners, for their respective properties, without the prior written consent of City.

XII. ENTIRE AGREEMENT

12.1 This written Agreement embodies the final and entire agreement between Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of Parties.

12.2 The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. Notwithstanding, the exhibits shall not constitute any binding commitment regarding, but not limited to, the final location of boundaries, lots, and improvements and infrastructure, such being of approximate location that may be amended from time to time by the Parties.

XIII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected only by amendment, in writing, executed by the Amending Parties, and subject to the written approval by the City, which shall not be unreasonably withheld, conditioned, or delayed. This section is reserved to the Amending Parties of this Agreement and shall only be assigned by such a Party when that Party no longer owns Property subject to this Agreement or if assigned in writing to another fee owner of real property subject to the terms hereof, and with notice to the other Parties.

As used in this Section, the term "Amending Parties" shall mean: (i) Forestar, as the fee title holder of the Forestar Property as of the date hereof, (ii) the Undivided Interest Holders as the fee title holders of the Frontage Property as of the date hereof, and (iii) the City of Boerne. Notwithstanding anything herein to the contrary, there shall be only three (3) Amending Parties under this Agreement at all times. In the event the Undivided Interest Holders convey fee title to the entirety of the acreage of the Frontage Property, the Amending Party rights hereunder shall convey therewith and such successor fee title holder shall be the successor Amending Party to the Undivided Interest Holders. In the event less than the entirety of the acreage of the Forestar Property or Frontage Property is conveyed, the such conveying Amending Party whose property is subdivided in such case shall have the right, but not the obligation, in its sole and absolute discretion, to assign all of its Amending Party rights under this Section to the owner that acquires

the fee simple title of any portion of the Property by recording an assignment to this effect in the real property records of Kendall County, Texas.

XIV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or ordinances of the City, then and in that event it is the intent of Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. LEGAL AUTHORITY

The person(s) executing this Agreement on behalf of the respective Parties, represent, warrant, assure, and guarantee that they have full legal authority to (i) execute this Agreement on behalf of the respective Party, and (ii) to bind the respective Party to all of the terms, conditions, provisions, and obligations herein contained.

XVI. VENUE AND GOVERNING LAW

16.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

16.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Kendall County, Texas.

XVII. PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated between the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

XVIII. NOTICE

18.1 All notices, demands or other communications given in connection with or required

under this Agreement must be in writing and delivered to the person to whom it is directed and may be given by (a) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in clauses (a), (c) or (d), in which case notice shall be deemed delivered on the date of transmittal of the email with PDF attachment, (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery, or (d) United States certified mail, return receipt requested, postage prepaid, addressed to the addressee, in which case notice shall be deemed delivered three business after deposit of such notice, postage prepaid, in a mailbox under the care, custody or control of the United States Postal Service. All notices, demands and other communications shall be given to the Parties (and in all events the Amending Parties) at the addresses set forth below, or at any other addresses that they have theretofore specified by written notice delivered in accordance herewith:

City: City of Boerne
Attn: Boerne City Manager
P.O. Box 1677
447 N. Main St
Boerne, Texas, 78006
Email: bthatcher@boerne-tx.gov

Forestar: Forestar (USA) Real Estate Group, Inc.
10700 Pecan Park Blvd., Suite 150
Austin, Texas, 78750
Email: JohnMaberry@forestar.com; CarrieCappel@forestar.com

With copies to: Brown & Ortiz, P.C.
Attention: Daniel Ortiz
112 E. Pecan Street, Suite 1360
San Antonio, Texas 78205
Email: doabrownortiz.law

Frontage Owners: Attn: John-Mark Matkin
8 Spencer Road, Suite 100
Boerne, Texas 78006
Email:

Matkin Properties Attn: Harold T. duPerier III
28615 IH 10W
Boerne, Texas 78006
Matkin Properties, LP

Attn: John-Mark Matkin
8 Spencer Road, Suite 100
Boerne, Texas 78006
Email:

Each Party may change its address by written notice in accordance with this Article XVIII.

Whenever a Frontage Owner conveys all or any portion of the Frontage Owners Property to a third party, such conveying Frontage Owner shall have the right to: (i) record or cause the subject transferee to record a notice in the Official Public Records of Kendall County, Texas, making reference to the recording information of this Agreement at the closing of such conveyance that states the address of the transferee (i.e. the new Frontage Owner) for notice purposes under this Agreement; and (ii) send or cause the subject transferee to send copy of the aforesaid notice to the then current Parties at their then effective address or addresses. Upon recordation of the notice and sending a copy of such notice to the other then current Parties, this Article XVIII will be deemed as modified and updated accordingly and each then current Party will be deemed to have constructive and/or actual notice of the new address of the affected Frontage Property Owner for notice purposes hereunder.

XIX. CAPTIONS

All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the Agreement between Parties hereto.

XX. UNINTENDED OMISSION

If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision of this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

XXI. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each and every provision hereof.

XXII. COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

XXIII. RECORDATION

This Agreement shall be recorded in the Real Property Records of Kendall County, Texas.

XXIV. TERM


The term of this Agreement shall commence on the Effective Date and terminate fifteen (15) years from the Effective Date. The term may be extended upon mutual consent and written agreement between the Parties and subject to written approval of the City Manager, not to be unreasonably withheld, conditioned, or delayed.

Signatures on the Following Pages

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

CITY:

CITY OF BOERNE, TEXAS

By: 
Name: Ben Thatcher

Title: City Manager

Date: 6/16/2021

ATTEST/SEAL:

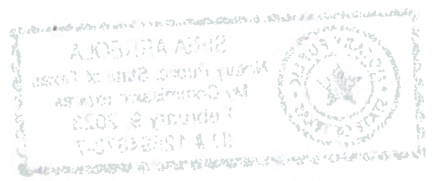
By: Lori A. Carroll

Name: Lori A. Carroll

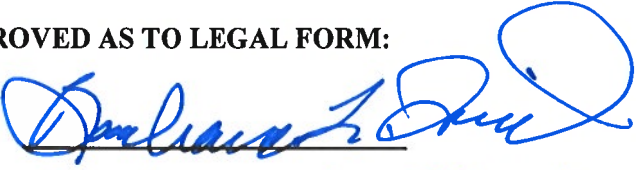
Title: City Clerk

Date: 6/16/2021

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APPROVED AS TO LEGAL FORM:

By: 

Name: Barbara L. Quint

Title: City Attorney


Date: 6-16-21

ACKNOWLEDGEMENT

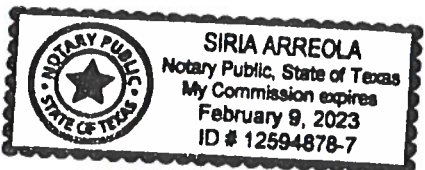
State of Texas §
 §
County of Kendall §

This instrument was acknowledged before me on this 16th day of June, 2021 by Ben Thatcher, City Manager of the City of Boerne, a Texas home rule municipality, on behalf of said municipality.

Date: 6/16/2021


Notary Public, State of Texas

My Commission expires: 2/9/2023



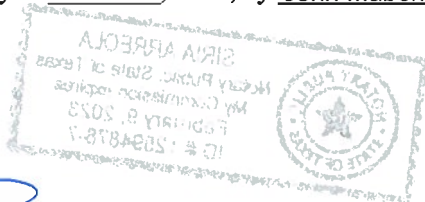
**FORESTAR (USA) REAL ESTATE GROUP, INC.
Forestar (USA) Real Estate Group, Inc.**

By: *John Maberry*
Title: Vice President - Central Texas Division President
Date: 6/11/2021

ACKNOWLEDGEMENT

State of Texas §
 §
County of Williamson §

The foregoing instrument was acknowledged before me this 11th day of June, 2021, by John Maberry, Vice President of Forestar (USA) Real Estate Group, Inc.



Date: 6/11/2021

Therese Tran
Notary Public, State of Texas

My Commission expires: 07-18-2022



MATKIN PROPERTIES:

MATKIN PROPERTIES, LP,
a Texas limited partnership

By: JM2 MANAGEMENT, LLC,
a Texas limited liability company,
its sole General Partner

By: 
John-Mark Matkin, Manager

STATE OF TEXAS

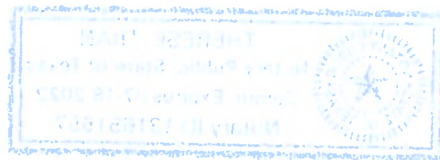
COUNTY OF Kendall

§
§
§

This instrument was acknowledged before me, the undersigned authority, this 16th June day of, 2021, by JOHN-MARK MATKIN, the Manager of JM2 MANAGEMENT, LLC, a Texas limited liability company, the sole general partner of MATKIN PROPERTIES, LP, a Texas limited partnership, on behalf of said limited partnership.




Notary Public ★ State of Texas



UNDIVIDED INTEREST HOLDER:

**EQUITY TRUST COMPANY CUSTODIAN FBO HAROLD T. DUPERIER III
IRA,
50% undivided interest**

By: JMM on Behalf of TRIP DuPerier
Name: TRIP DuPerier
Title: OWNER

Account Holder Acknowledgment:

JMM on behalf of TRIP DuPerier
Harold T. duPerier, III

Date: 6/16/21

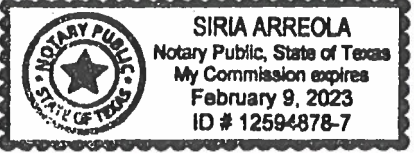
STATE OF TEXAS §
 §
COUNTY OF Kendall §

This instrument was acknowledged before me on the 16th day of June, 2021
by John Mark Matkin, as the owner of Equity Trust Company Custodian FBO
Harold T. dePerier, III IRA.


Siria Arreola
Notary Public – State of Texas

STATE OF TEXAS §
 §
COUNTY OF Kendall §

This instrument was acknowledged before me on the 16th day of June, ~~2020~~ 2021
by ~~Harold T. dePerier III.~~ John Mark Matkin on behalf of Harold T. dePerier III.


Siria Arreola
Notary Public – State of Texas

UNDIVIDED INTEREST HOLDER:

**EQUITY TRUST COMPANY CUSTODIAN FBO JOHN-MARK MATKIN IRA,
50% undivided interest**

By: [Signature]
Name: JOHN-MARK MATKIN
Title: OWNER

Account Holder Acknowledgment:

[Signature]
John-Mark Matkin
Date: 6/16/21

STATE OF TEXAS §
 §
COUNTY OF Kendall §

This instrument was acknowledged before me on the 16th day of June, 2021 by John-Mark Matkin, as the owner of Equity Trust Company Custodian FBO John-Mark Matkin IRA.



[Signature]
Notary Public – State of Texas

STATE OF TEXAS §
 §
COUNTY OF Kendall §

This instrument was acknowledged before me on the 16th day of June, 2021 by John-Mark Matkin.



[Signature]
Notary Public – State of Texas



N

SCALE 1"=500'

REV. 9/20/18 - CITY COMMENTS

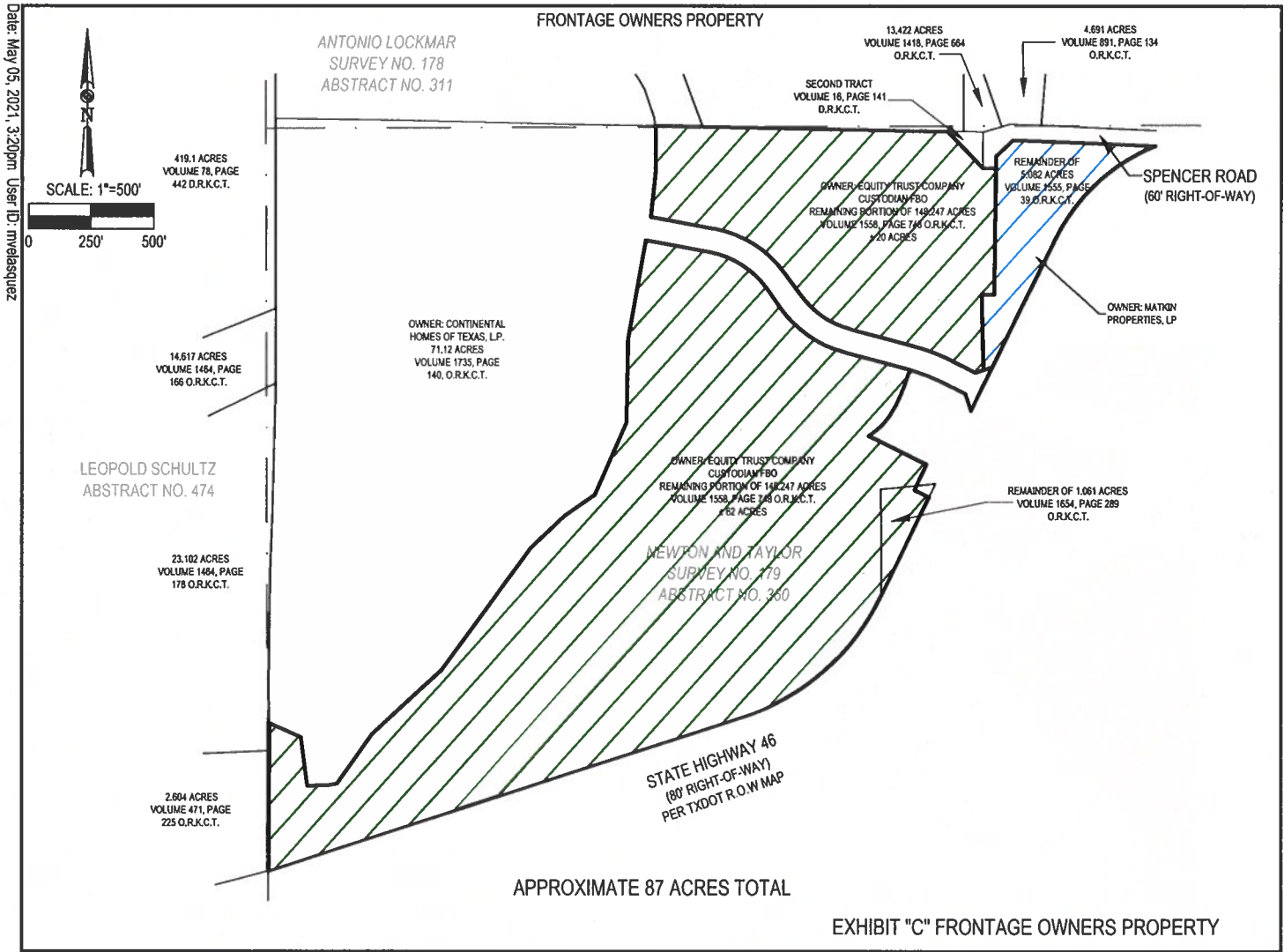
MATKINHOOPER
 ENGINEERING
 & SURVEYING

300 BELL ROAD SUITE 100
 BOERNE, TEXAS 78005
 OFFICE: 512.562.1234
 TEXAS LICENSED PROFESSIONAL ENGINEER #16408 AND SURVEYOR #16408

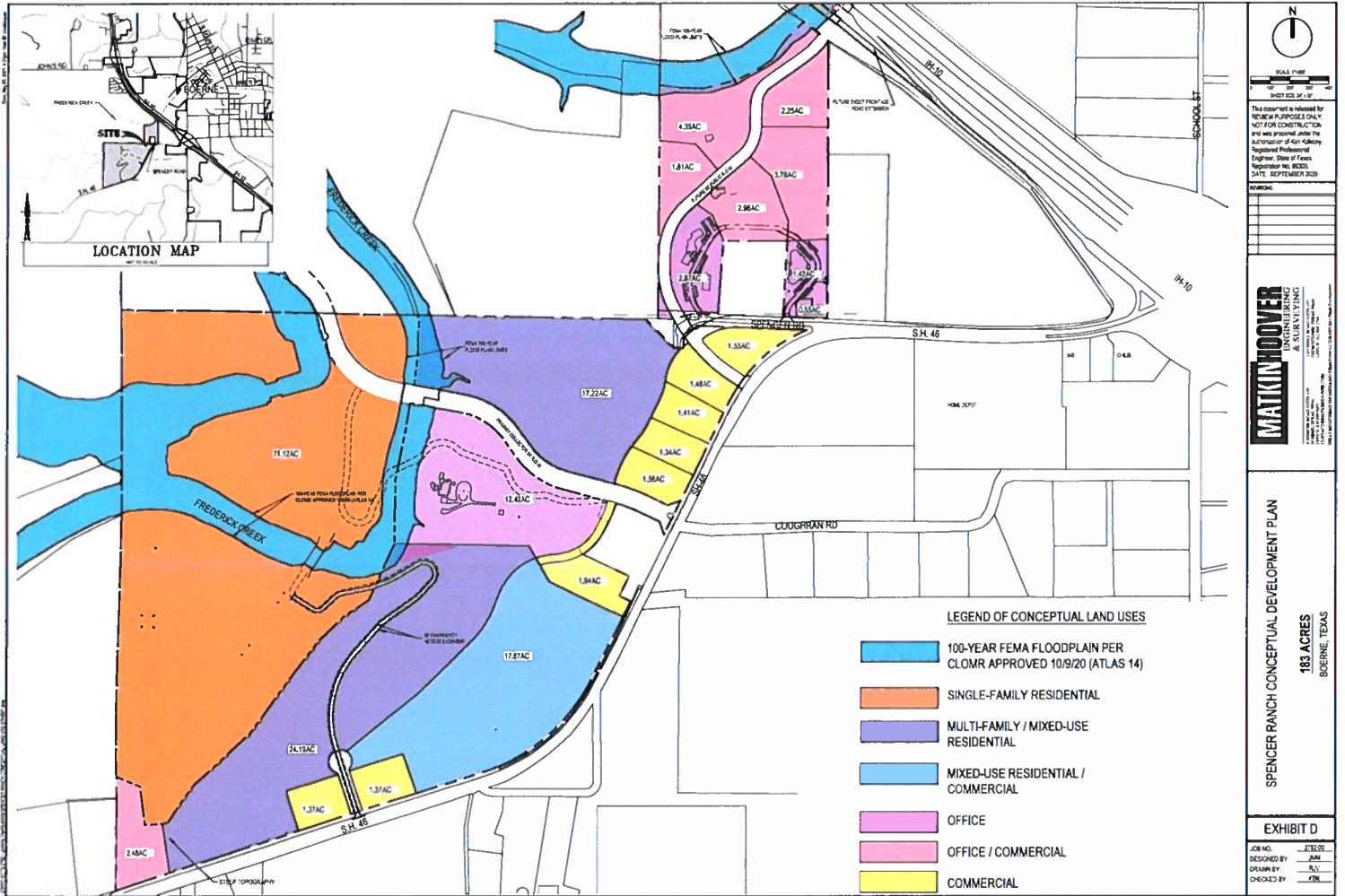
**MASTER PLANNED COMMUNITY PLAN
 FOR
 SPENCER RANCH
 BOERNE, TEXAS**

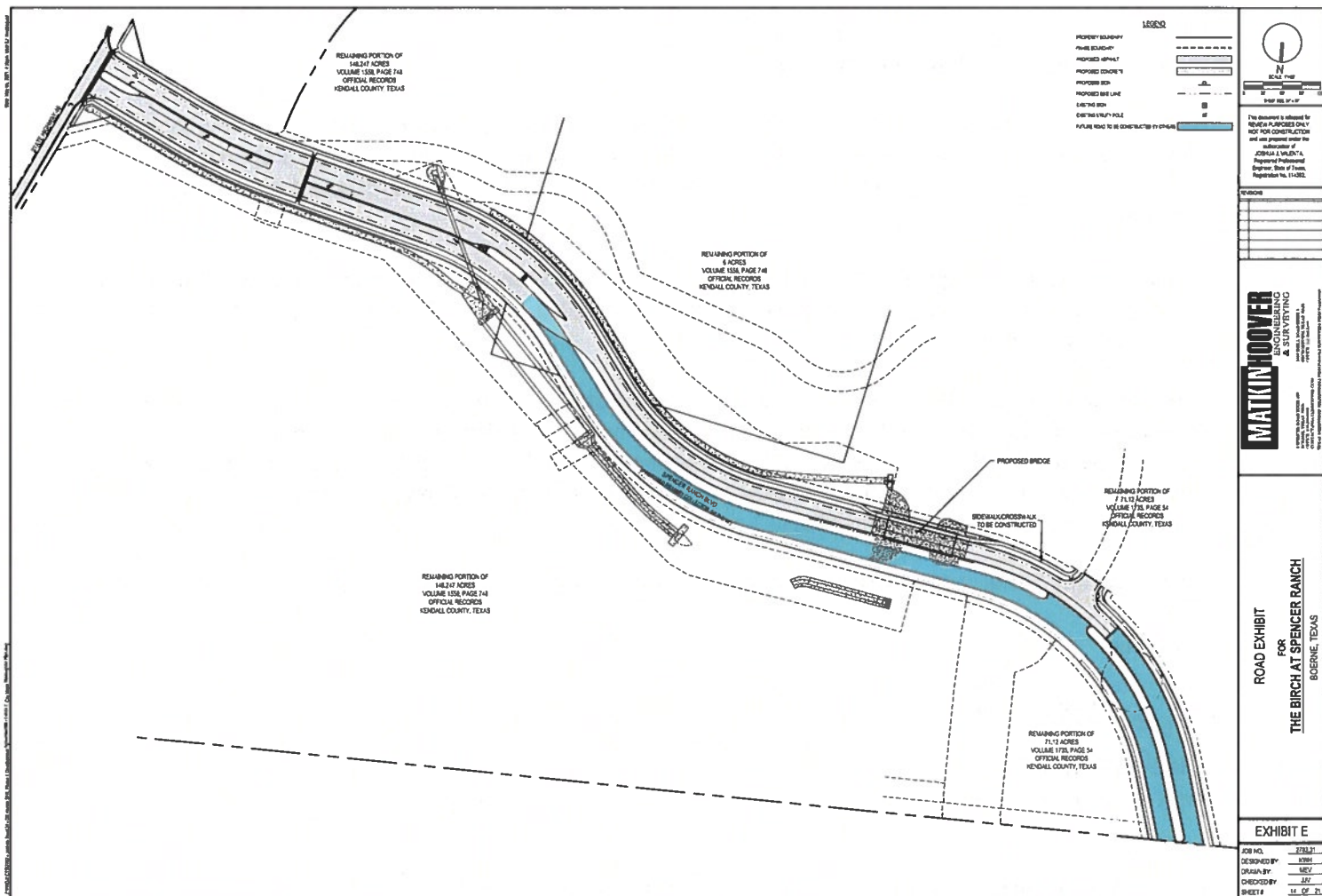
JOB NO. 2782-20

Exhibit B Forestar Master Plan



Z:\PROJECTS\2782 - Jenkins Tract\31 - DR Horton SFR, Phase 1\Development Agreement\04 - Exhibit C Matkin Hoover Property 88 Ac.dwg





MATKIN HOOPER
 ENGINEERING
 & SURVEYING
 10000 Katy Freeway, Suite 100
 Houston, Texas 77054
 Phone: 281.460.0000
 Fax: 281.460.0001
 www.mtkin.com

ROAD EXHIBIT
 FOR
 THE BIRCH AT SPENCER RANCH
 BOERNE, TEXAS

EXHIBIT E
 JOB NO. 223321
 DESIGNED BY: [blank]
 DRAWN BY: MEY
 CHECKED BY: JAV
 SHEET # 15 OF 25



P.O. Box 1677 • 447 N. Main
Boerne, Texas 78006

October 1, 2020

RE: Spencer Ranch Project – 183.03 Acres
City of Boerne Rough Proportionality Determination

In response to the proportionality determination request pursuant to section 212.904 of the Texas Local Government Code received on September 3rd, 2020, City staff has provided a rough proportionality determination for the Spencer Ranch Project. Attached you will find several exhibits that provide detail of the analysis.

The area analyzed for rough proportionality was the 183.03-acre Spencer Ranch Project, as demonstrated by the Spencer Ranch Conceptual Land Use Plan dated May 2017, as provided to the City by John-Mark Matkin on July 23rd, 2020.

We color coded each area of use to provide a clear delineation between acreages and uses. Each area was considered separately and then compiled to provide a complete picture regarding the overall impact of the projected development on the existing roadway system. The total proportional impact for the entire Spencer Ranch Project demonstrates a demand greater than supply, therefore the roadway improvements listed on the attached Table 1 are justified.

If you have any further questions or need any assistance, please do not hesitate to call.

Sincerely,

Jeffrey D. Carroll, P.E.
Director of Development Services

cc: Jeff Thompson, Deputy City Manager/General Manager of Utilities
Nick Montagno, Assistant to City Manger

Exhibit F

Project: Spencer Ranch
Parcel Info: Conceptual Landplan, dated May 2017
Land Area: 183 Acres
Date: 10/1/2020
Prepared by: City of Boerne

TABLE 1 - ROADS OR IMPROVEMENTS TO BE FUNDED BY DEVELOPERS (SUPPLY)

Phase	Associated Development Unit	Roadway Type	Improvement Type	Description of Improvement	Improvement Trigger	Cost Source	Estimated Value
Red	Spencer Ranch, Birch P1A	Primary Collector	Roadway	NB & SB lanes (4 lanes for 950') north of Hwy 46 & SB lanes (2 lanes for 1,000') [MH OPC]	Traffic Mitigation	MH OPCC	\$825,225.00
	Spencer Ranch, Birch P1A	Primary Collector	Roadway	SB bridge - 2 lanes	Traffic Mitigation	MH OPCC	\$501,888.75
	Spencer Ranch, Birch P1A	Primary Collector	Intersection	Decel & Right Turn Lane @ Hwy46	Traffic Mitigation	MH OPCC	\$55,492.50
	Spencer Ranch, Birch P1A	Primary Collector	ROW	Dedicate 94' ROW for limits of Phase 1A (2,000')	Traffic Mitigation	City RP Worksheet	\$41,824.25
	Spencer Ranch, Birch P3	Primary Collector	ROW	Dedicate 94' ROW from limits of Phase 1A to Wynn Ranch	Traffic Mitigation	City RP Worksheet	\$8,046.95
							\$1,432,477.45
Yellow	Spencer Ranch Central	Primary Collector	Roadway	NB lanes to Wynn Ranch (2 lanes for 1,376')	Traffic Mitigation	City RP Worksheet	\$739,000.00
	Spencer Ranch Central	Primary Collector	Roadway	SB lanes to Wynn Ranch (2 lanes for 376')	Traffic Mitigation	City RP Worksheet	\$202,000.00
	Spencer Ranch Central	Primary Collector	Roadway	NB bridge - 2 lanes [MH OPC]	Traffic Mitigation	MH OPCC	\$501,888.75
	Spencer Ranch Central	Primary Collector	Intersection	Left Turn Lane @ Hwy 46	Traffic Mitigation	City RP Worksheet	\$150,000.00
	Spencer Ranch Central	Primary Collector	Intersection	Traffic Signal @ Hwy 46	Traffic Mitigation	City RP Worksheet	\$300,000.00
	Spencer Ranch Central	Major Arterial	ROW	Dedicate 14' ROW along Hwy 46 (750')	Traffic Mitigation	City RP Worksheet	\$2,384.28
							\$1,895,273.03
Blue	Spencer Ranch, North	Secondary Collector	Roadway	NB & SB lanes from Hwy46 to IH10 (2 lanes for 2,250')	Traffic Mitigation	City RP Worksheet	\$1,948,000.00
	Spencer Ranch, North	Secondary Collector	Intersection	Decel & Right Turn Lane @ IH10	Traffic Mitigation	City RP Worksheet	\$75,000.00
	Spencer Ranch, North	Secondary Collector	Intersection	Decel & Right Turn Lane @ Hwy46	Traffic Mitigation	City RP Worksheet	\$75,000.00
	Spencer Ranch, North	Secondary Collector	Intersection	Left Turn Lane @ Hwy 46	Traffic Mitigation	City RP Worksheet	\$150,000.00
	Spencer Ranch, North	Secondary Collector	Intersection	Traffic Signal @ Hwy 46	Traffic Mitigation	City RP Worksheet	\$300,000.00
	Spencer Ranch, North	Major Arterial	Intersection	Realignment/Improvements of exist road @ Hwy 46	Traffic Mitigation	City RP Worksheet	\$150,000.00
	Spencer Ranch, North	Secondary Collector	ROW	Dedicate 74' ROW from Hwy46 to IH10 (2,250')	Traffic Mitigation	City RP Worksheet	\$37,973.00
	Spencer Ranch, North	Major Arterial	ROW	Dedicate 14' ROW along Hwy 46 (750')	Traffic Mitigation	City RP Worksheet	\$2,384.28
							\$2,738,357.28
Green	Spencer Ranch, South	Secondary Collector	Roadway	NB & SB lanes from Hwy46 to IH10 (2 lanes for 350')	Traffic Mitigation	City RP Worksheet	\$303,000.00
	Spencer Ranch, South	Secondary Collector	Intersection	Decel & Right Turn Lane @ Hwy46	Traffic Mitigation	City RP Worksheet	\$75,000.00
	Spencer Ranch, South	Secondary Collector	Intersection	Left Turn Lane @ Hwy46	Traffic Mitigation	City RP Worksheet	\$150,000.00
	Spencer Ranch, South	Secondary Collector	Intersection	Traffic Signal @ Hwy46	Traffic Mitigation	City RP Worksheet	\$300,000.00
	Spencer Ranch, South	Secondary Collector	ROW	Dedicate 74' ROW from Hwy46 (350')	Traffic Mitigation	City RP Worksheet	\$5,907.17
	Spencer Ranch, South	Major Arterial	ROW	Dedicate 14' ROW along Hwy 46 (3,150')	Traffic Mitigation	City RP Worksheet	\$10,033.85
							\$843,941.02

Total capacity (supply) added to system: \$6,910,048.78

Spencer Ranch - overall
 183.03 Acres
 10/1/2020

Rough Proportionality Summary

	Total Capacity (Supply)	Total Demand Placed
Spencer Ranch - Red	\$1,432,477.45	\$878,082.00
Spencer Ranch - Yellow	\$1,895,273.03	\$2,054,470.00
Spencer Ranch - Green	\$843,941.02	\$3,333,980.00
Spencer Ranch - Blue	\$2,738,357.28	\$1,354,510.00
	\$6,910,048.78	\$7,621,042.00

Delta = \$710,993.22

Demand > Supply

Therefore, the roadway improvements required by City are justified



Rough Proportionality Worksheet City of Boerne, Texas

Development Name: Spencer Ranch (209 SF lots) [RED]
Applicant: MH on behalf of Forestar
Legal Description (Lot, Block): Spencer Ranch - 71.12 Acres as shown on Masterplan approved 10/1/2018
Case / Plat Number: _____ **Date:** October 1, 2020

Worksheet Last Updated: 11/13/2018

DEMAND - Traffic Generated by Proposed Development

Land Use Type:	Development Unit:	Intensity:	PM Peak Hour Trip Rate:	Trip Length: (miles)	Demand: (vehicle-miles)	Impact of Development: (\$)
Single-Family Detached Housing	Dwelling Unit	209	0.99	1.50	310.37	878,082.00
TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:					310.37	\$878,082
Estimated Average Cost Per Vehicle Mile:					\$2,829.15	

SUPPLY - Roads to be built or funded by Applicant:

COST ESTIMATES BASED ON DETAILED OPCC

Roadway Name:	Classification:	Capacity: (vphpl)	Length: (Linear Feet)	Number of Lanes:	Cost of Capacity / Supply Added: (\$)	Cost Estimate Based on Detailed OPCC: (\$)
Spencer Ranch Blvd as shown on phase 1A plans dated 9/4/2020	Primary Collector	525	2,060			\$825,225.00
Spencer Ranch Bridge	Primary Collector	525				\$501,888.75
ROADWAY SYSTEM SUPPLY SUBTOTAL:						\$1,327,114

INTERSECTION IMPROVEMENTS - Specific Improvements to be Built or Funded by the Applicant:

Intersection:	Description of Improvement:	Estimated Cost: (\$)
Spencer Ranch @ Hwy 46	Right Hand Decel/turn lane (from MH estimate)	\$55,492.50
INTERSECTION IMPROVEMENTS SYSTEM SUBTOTAL:		\$55,493

RIGHT-OF-WAY DEDICATION - ROW to be dedicated by the Applicant:

ROW Dedication:	General Description of ROW Dedication:	Estimated Cost: (\$)
4.21 Acres - Phase 1A	Collector Road X \$9,934.50/Ac.	\$41,824.25
0.81 - Phase 3	Collector Road X \$9,934.50/Ac.	\$8,046.95
RIGHT-OF-WAY DEDICATION SUPPLY ADDED TO THE SYSTEM SUBTOTAL:		\$49,871
TOTAL VALUE OF SUPPLY ADDED TO THOROUGHFARE SYSTEM:		\$1,432,477

SUPPLY / DEMAND COMPARISON:

A comparison of the capacity provided by a development exaction against the traffic impacts of the proposed development.

	Cost	Comparison
TOTAL CAPACITY (SUPPLY) ADDED TO SYSTEM:	\$1,432,477	SUPPLY > DEMAND
TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:	\$878,082	61.30%

Based upon the results of this rough proportionality analysis, the capacity (supply) provided by the proposed development exceeds the anticipated demand it places on the system. Given these assumptions, only 61.30% of the capacity supplied can be attributed to the proposed development. Therefore, the roadway improvements are NOT roughly proportional to the demands placed on the system (i.e. the applicant is adding more capacity than needed to support their development).



Rough Proportionality Worksheet City of Boerne, Texas

Development Name: **Spencer Ranch (Yellow Portion)**
 Applicant: **MH on behalf of Duperier/Matkin IRA**
 Legal Description (Lot, Block): **183 Acres - Yellow Portion**
 Case / Plat Number: _____ Date: **October 1, 2020**

Worksheet Last Updated: 11/13/2018

DEMAND - Traffic Generated by Proposed Development

Land Use Type:	Development Unit:	Intensity:	PM Peak Hour Trip Rate:	Trip Length: (miles)	Demand: (vehicle-miles)	Impact of Development: (\$)
Multifamily Housing (Low-Rise)	Dwelling Unit	356	0.56	1.50	299.04	846,028.00
Gasoline/Service Station w/ Conv Mark	Vehicle Fueling Position	8	6.16	1.50	73.92	209,131.00
Shopping Center	1,000 SF GLA	48.8	2.51	1.50	183.73	519,799.00
Office Park	1,000 SF GFA	105.6	1.07	1.50	169.49	479,512.00
TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:					726.18	\$2,054,470
Estimated Average Cost Per Vehicle Mile:					\$2,929.16	

SUPPLY - Roads to be built or funded by Applicant:

COST ESTIMATES BASED ON DETAILED OPCC

Roadway Name:	Classification:	Capacity: (vphpl)	Length: (Linear Feet)	Number of Lanes:	Cost of Capacity / Supply Added: (\$)	Cost Estimate Based on Detailed OPCC: (\$)
S R Blvd - S B 2 lane	Primary Collector	525	1,376	2	739,000.00	
S R Blvd - N B 2 lane	Primary Collector	525	376	2	202,000.00	
Bridge - 2 lanes	Primary Collector	525				\$501,888.75
ROADWAY SYSTEM SUPPLY SUBTOTAL:						\$1,442,889

INTERSECTION IMPROVEMENTS - Specific Improvements to be Built or Funded by the Applicant:

Intersection:	Description of Improvement:	Estimated Cost: (\$)
Spencer Ranch @ Hwy 46	Left Turn Lane	\$150,000.00
Spencer Ranch @ Hwy 46	Traffic Signal	\$300,000.00
INTERSECTION IMPROVEMENTS SYSTEM SUBTOTAL:		\$450,000

RIGHT-OF-WAY DEDICATION - ROW to be dedicated by the Applicant:

ROW Dedication:	General Description of ROW Dedication:	Estimated Cost: (\$)
0.24 Acres	750 LF of 14' Hwy 46 Dedication (\$9,934.50/Acre)	\$2,384.28
RIGHT-OF-WAY DEDICATION SUPPLY ADDED TO THE SYSTEM SUBTOTAL:		\$2,384
TOTAL VALUE OF SUPPLY ADDED TO THOROUGHFARE SYSTEM:		\$1,895,273

SUPPLY / DEMAND COMPARISON:

A comparison of the capacity provided by a development exaction against the traffic impacts of the proposed development.

	Cost	Comparison
TOTAL CAPACITY (SUPPLY) ADDED TO SYSTEM:	\$1,895,273	SUPPLY > DEMAND
TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:	\$2,054,470	108.40%

Based upon the results of this rough proportionality analysis, the anticipated demand on the system exceeds the capacity (supply) provided by the proposed development. Given these assumptions, the anticipated demand of the development exceeds the capacity supplied by approximately 8.40%. Therefore, the roadway improvements required by the City are justified (i.e. the applicant is adding less capacity than needed to support their development).



Rough Proportionality Worksheet City of Boerne, Texas

Development Name: **Spencer Ranch (Blue Portion)**

Applicant: **MH on behalf of Duperier/Matkin IRA**

Legal Description (Lot, Block):

Case / Plat Number:

Date:

October 1, 2020

Worksheet Last Updated: 11/13/2018

DEMAND - Traffic Generated by Proposed Development

Land Use Type:	Development Unit:	Intensity:	PM Peak Hour Trip Rate:	Trip Length: (miles)	Demand: (vehicle-miles)	Impact of Development: (\$)
Office Park	1,000 SF GFA	54	1.07	1.50	86.67	245,202.00
Office Park	1,000 SF GFA	78.3	1.07	1.50	125.67	355,539.00
Office Park	1,000 SF GFA	52.7	1.07	1.50	84.58	239,289.00
Shopping Center	1,000 SF GLA	48.3	2.51	1.50	181.85	514,480.00
TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:					478.77	\$1,354,510
Estimated Average Cost Per Vehicle Mile:					\$2,829.15	

SUPPLY - Roads to be built or funded by Applicant:

Roadway Name:	Classification:	Capacity: (vphpl)	Length: (Linear Feet)	Number of Lanes:	Cost of Capacity / Supply Added: (\$)	Cost Estimate Based on Detailed OPCC: (\$)
Collector Road	Secondary Collector	425	2,250	2	1,948,000.00	
ROADWAY SYSTEM SUPPLY SUBTOTAL:						\$1,948,000

INTERSECTION IMPROVEMENTS - Specific Improvements to be Built or Funded by the Applicant:

Intersection:	Description of Improvement:	Estimated Cost: (\$)
Road @ IH10	Right Hand Decel/turn lane	\$75,000.00
Road @ Hwy 46	Right Hand Decel/turn lane	\$75,000.00
Road @ Hwy 46	Left Hand Turn lane	\$150,000.00
Collector Road @ Hwy 46	Traffic Signal	\$300,000.00
Existing Spencer Rd.	Realignment/Improvements of Exist Road	\$150,000.00
INTERSECTION IMPROVEMENTS SYSTEM SUBTOTAL:		\$750,000

RIGHT-OF-WAY DEDICATION - ROW to be dedicated by the Applicant:

ROW Dedication:	General Description of ROW Dedication:	Estimated Cost: (\$)
3.82 Acres	250 LF of 74' ROW Secondary Collector Road (\$9,934.50/Ac)	\$37,973.00
0.24 Acres	750 LF of 14' Hwy 46 Dedication (\$9,934.50/Acre)	\$2,384.28
RIGHT-OF-WAY DEDICATION SUPPLY ADDED TO THE SYSTEM SUBTOTAL:		\$40,357
TOTAL VALUE OF SUPPLY ADDED TO THOROUGHFARE SYSTEM:		\$2,738,357

SUPPLY / DEMAND COMPARISON:

A comparison of the capacity provided by a development exaction against the traffic impacts of the proposed development.

	Cost	Comparison
TOTAL CAPACITY (SUPPLY) ADDED TO SYSTEM:	\$2,738,357	SUPPLY > DEMAND
TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:	\$1,354,510	49.46%

Based upon the results of this rough proportionality analysis, the capacity (supply) provided by the proposed development exceeds the anticipated demand it places on the system. Given these assumptions, only 49.46% of the capacity supplied can be attributed to the proposed development. Therefore, the roadway improvements are NOT roughly proportional to the demands placed on the system (i.e. the applicant is adding more capacity than needed to support their development).



SCALE: 1"=300'



A CALLED 34.83 ACRE TRACT
VOLUME 1279, PAGE 144
OFFICIAL RECORDS KENDALL
COUNTY, TEXAS

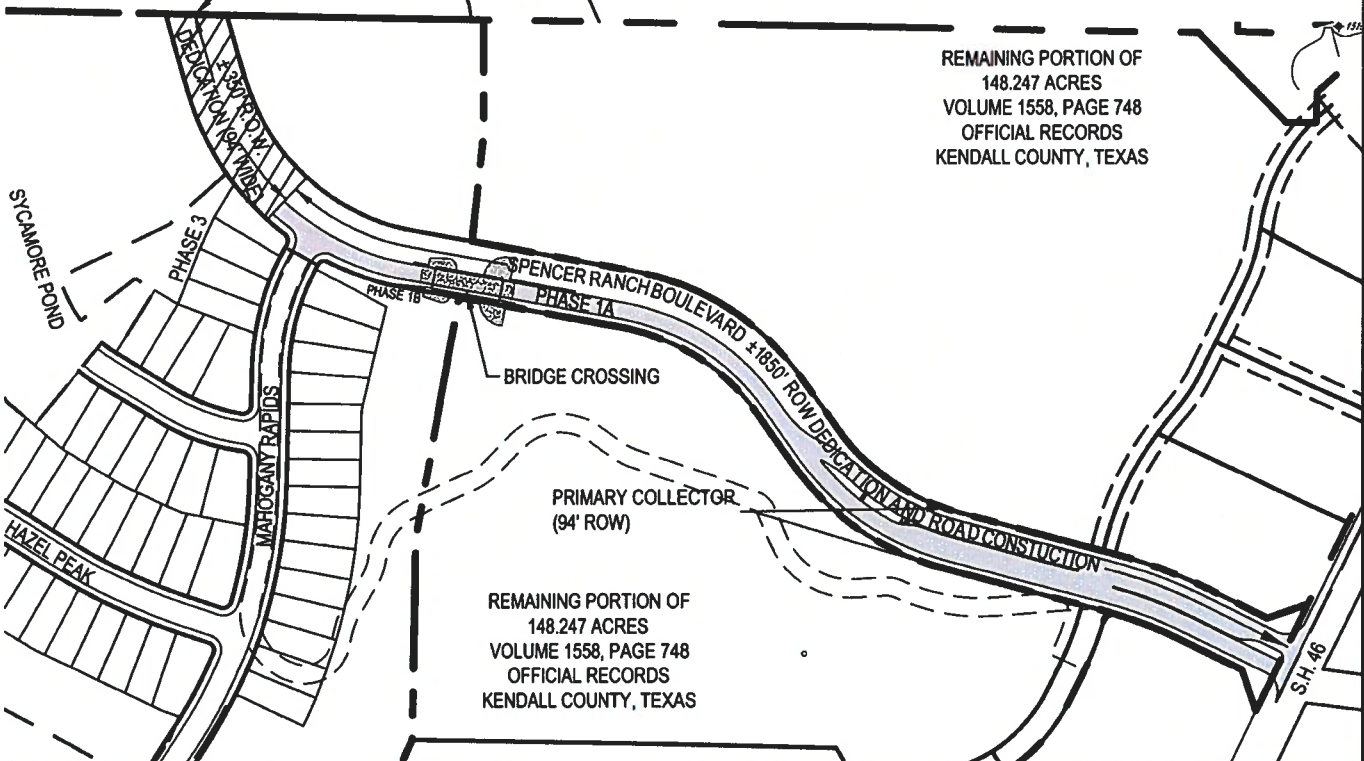
FREDERICK CREEK

REMAINING PORTION OF A
CALLED 162.395 ACRE TRACT
VOLUME 984, PAGE 838
OFFICIAL RECORDS
KENDALL COUNTY, TEXAS

EXTENSION TO
ADJACENT TRACT

A CALLED 27.276 ACRE TRACT
VOLUME 984, PAGE 838
OFFICIAL RECORDS
KENDALL COUNTY, TEXAS

REMAINING PORTION OF
148.247 ACRES
VOLUME 1558, PAGE 748
OFFICIAL RECORDS
KENDALL COUNTY, TEXAS



Date: May 05, 2021, 4:05pm User ID: mvelasquez Z:\PROJECTS\2782 - Jenkins Tract\31 - DR Horton SFR, Phase 1\Development Agreement\08 - Exhibit G Map Showing 350' Extension of Spencer Ranch Blvd.dwg

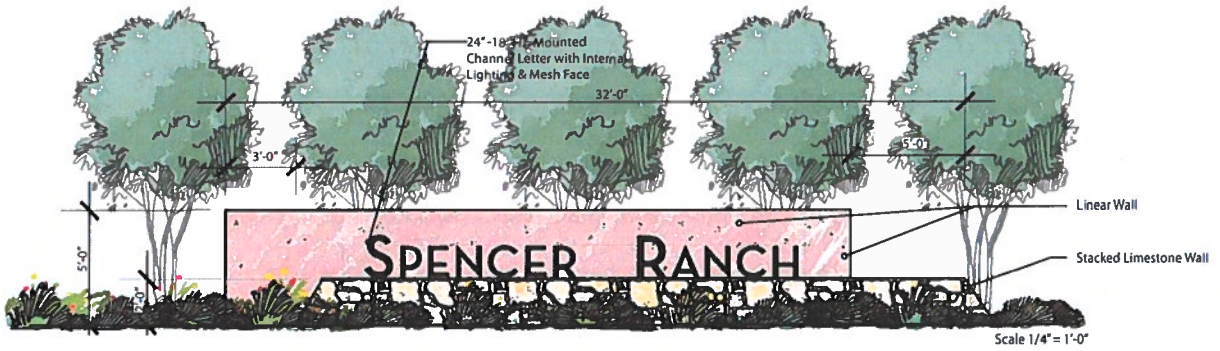
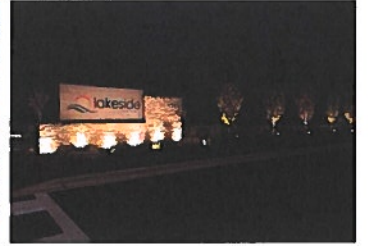
MATKINHOOPER

P.O. BOX 54
4 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099

ENGINEERING
& SURVEYING

CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

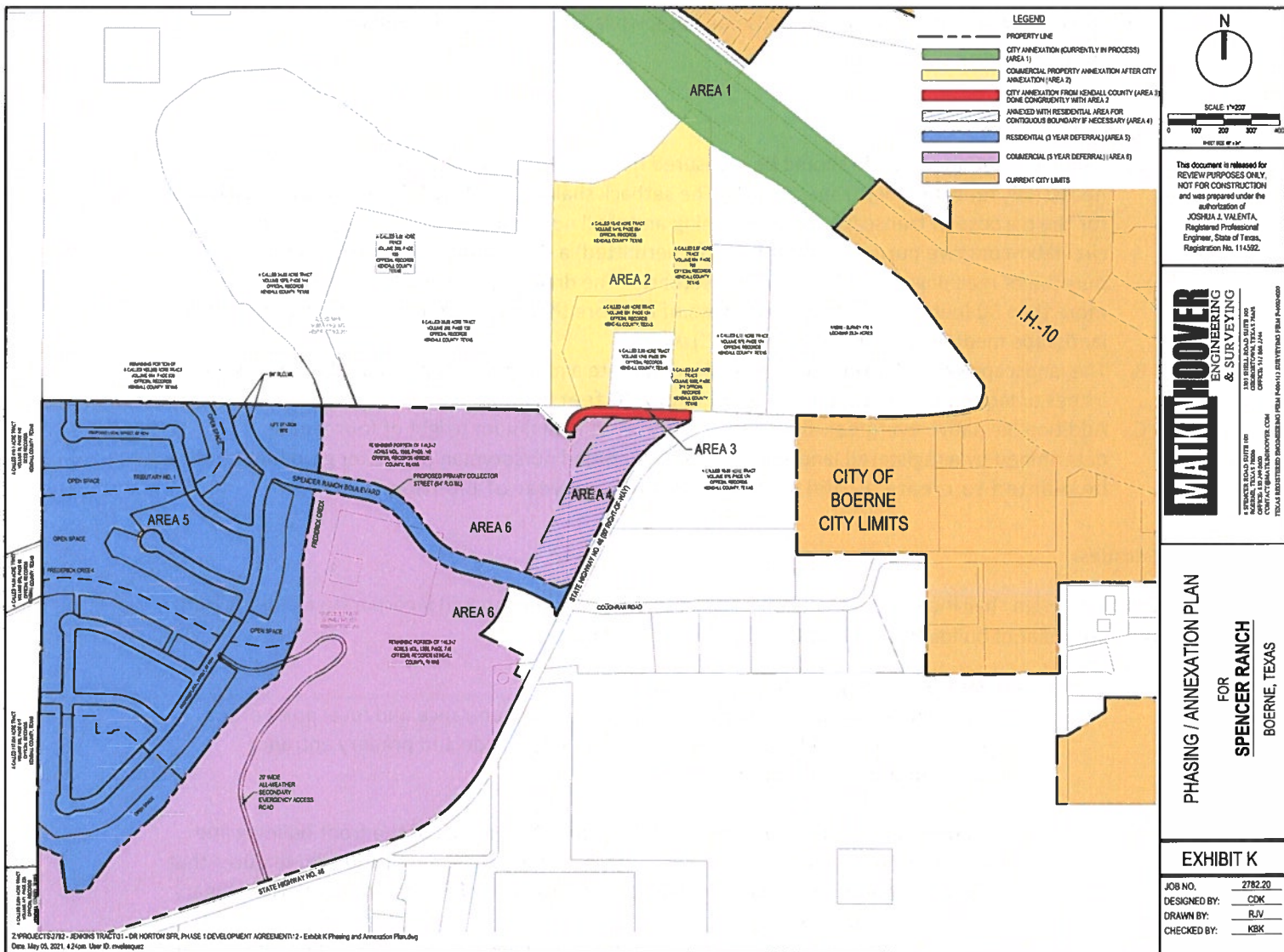
**EXHIBIT "G";
FUTURE 350-FOOT. EXTENSION
OF SPENCER RANCH BOULEVARD**



HITCHCOCK DESIGN GROUP
Entry Tower Concept
SPENCER RANCH
 Boerne, Texas
ISSUE DATE: March 12, 2021
 All drawings are preliminary and subject to change.
 © 2021 Hitchcock Design Group

SCALE: 1/8" = 1'-0"

PREPARED FOR
FORESTAR
Exhibit J



I. Commercial Design Standards

The following Design Standards shall apply to commercial uses 350 feet from the right-of way of the major arterial (Hwy 46 East) and the primary collector (continuation of Coughran Road).

The Design Standards are intended to enhance the community character. Specifically, they are intended to create character and identity through a wide variety of diverse architectural details, and to create consistent well-designed frontages along streets and other public or community spaces. Creativity is encouraged to avoid dull or homogeneous buildings, while incorporating elements of the Texas Hill Country style.

Setbacks.

- A. Setbacks contained herein should be measured from the Hwy 46 right-of-way and do not necessarily reflect the lot front setback. The setback shall be fifty feet (50') and shall be used only for the purpose of landscaping and screening and shall not be utilized for parking or internal circulation or drive purposes, except that (if permitted) a driveway may cut through for the purpose of reaching the area behind the setback. The driveway may cut through the setback no more than 30 feet (30') or paired driveways of no more than 20 feet (20') each if separated by a landscape median at least twelve feet (12') wide.
- B. The landscape setback along Hwy 46 shall incorporate a minimum of one legacy tree of twelve inches or larger in circumference planted every 20 feet.
- C. Additionally native evergreen shrubs that will grow to a minimum height of four feet as determined by a registered landscape architect, certified nurseryman or master gardener shall be planted to create a solid screening within one year of planting.

Facades.

Building design shall incorporate the following standards. Buildings should incorporate elements from the vernacular of buildings in Boerne and the Texas Hill Country.

- A. **Primary and Secondary Façade Standards.**
 - 1. The primary façade of a building shall be the main entrance and focal point of the structure. All buildings should have its primary façade and primary entrance oriented towards the street.
 - 2. All primary façades of a building shall occupy at least 50% of the front building line and shall be designed with consistent architectural style, detail and trim features that will keep within the architectural style and heritage of the community. The primary façade must incorporate:
 - a. Entrance areas, arcades, display windows, awnings or other architectural variety features along no less than sixty percent (60%) of the primary façade. The remaining forty percent (40%) may not be contiguous.
 - b. Offsets, reveals, or projecting ribs shall be used to express architectural or structural bays.
 - 3. Building materials for primary facades - shall be finished using two or more of the following materials or finishes:

- a. Cultured or cast stone, natural rock, brick, marble, or granite
 - b. Stucco or plaster
 - c. Exterior Insulation and Finish Systems (EIFS) or equivalent product
 - d. Decorative metal – less than 10% of any façade
 - e. Decorative treated wood – less than 10% of any facade
4. Secondary façades attached to a primary façade (such as a side wall not facing a public street) shall wrap around the building by incorporating building materials and features of the primary façade for a minimum of 60% of the overall wall length measured from the primary façade.
 5. All facades shall include architectural elements such as accent banding, base plates, cornices, soffits, sills, parapets, transoms, and windows aligned horizontally. The horizontal alignment should differentiate stories in a building and create a base and crown for the building.
 6. A rear wall that faces or has the likely potential to face the primary façade of another building must follow secondary façade standards.
 7. No long horizontal blank wall space without openings to the interior of the building should occur along street level facades.
 8. Any building containing a loading dock, bay or service area shall not be facing a primary street.
 9. All buildings with a height of twenty-four feet (24') or greater shall be designed to express a base, midsection, and top. The base and tops of buildings shall vary in material.
 10. All buildings within a planned development or development as shown on a concept plan or preliminary site plan shall have similar architectural styles, materials, and colors. Colors on adjacent sides and rear façades shall be finished in a similar color as the front of the proposed building.
- B. Building Material Requirements for remaining facades.** The vertical walls of all buildings (excluding doors and windows) shall be finished in two or more of the following materials:
1. Any permitted primary material, or an equal or better simulated product of a permitted primary material may be used as a secondary material;
 2. Split-face concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned to compliment the primary material.
- C. Accent Material Requirements.** Up to two accent materials are permitted for moldings and ornamental details, or other significant architectural features. Accent Materials shall consist

of no more than 15% of the façade and may consist of:

1. Any permitted primary or secondary material.
2. Standing seam metal.
3. Precast stone, metal, or wood moldings or similar architectural or ornamental details.

D. Roof Treatments.

1. Parapets consisting of similar materials to those on the primary façade shall be used to conceal roof top equipment on flat roofs.
2. All sloping roofs less than or equal to a 2:12 pitch shall utilize full parapet coverage not less than two feet (2') above the highest point of the roof

Parking.

The following design and location standards shall apply to on-site parking:

- A. To the greatest extent possible, on-site parking areas shall be designed to reduce the negative visual effects of vast paved areas and shall contain screening, landscape planting islands and defined pedestrian walkways.
- B. Any parking along Hwy 46 shall be located behind the fifty foot (50') landscape setback.

The location of the on-site parking surface areas shall to the greatest extent possible be located to the side or rear of a building. No more than 15% of the on-site parking areas shall not be located between the front building line of any principal building and a street. Any alternative to this parking requirement must be approved by the Design Review Committee.

1. Where practical, on-site parking areas shall be connected to adjacent parcels through a rear or side lot line access drive or street. If the adjacent parcel is undeveloped or vacant, the access drive, private street, etc., shall be extended to the lot line for future connection to the adjacent parcel.
- C. All on-site parking lots shall include planting islands and planting medians.
 1. There shall be at least one shade tree, nine inches or larger in circumference planted for each 12 parking spaces.
 2. Additionally, parking areas that contain over 100 vehicles shall provide a planting median between every third parking bay of adjacent parking bays, at a minimum, to prevent traffic movement across parking isles.
 3. The planting median shall be a minimum of 15 feet wide and may be designed with a curb-less or perforated curb system provided they are engineered to infiltrate run-off from the parking lot, such as a rain garden or bioswale.
 4. Parking area for Over 100 vehicles shall provide a planting median

- a. Shall be placed between every third parking bay of adjacent parking bays, at a minimum, to prevent traffic movement across parking isles.
 - b. A minimum of one shade tree of nine inches or larger in circumference shall be planted in each such landscaped area. If a shade tree of nine inches or larger in circumference or larger already exists in the landscaped area.
 - c. In addition to any other required plantings, all parking lot planting areas shall be planted with drought tolerant species normally grown as permanent lawns, such as Bermuda, Zoysia, or Buffalo. Grass areas shall be solid sided. Mulch, stone, or similar materials may be used sparingly.
- D. Parking areas shall be designed to allow for logical interconnection to abutting properties. All parking areas located within 50 feet of a common property line in a non-residential zoning district shall be interconnected to adjacent lots in a nonresidential zoning district
1. For each nonresidential use, the applicant must provide an access easement for proposed parking areas and driveways guaranteeing access to all abutting lots that are within a nonresidential zoning district where such easements enhance traffic circulation and connectivity. In addition, this easement shall provide for the construction of the interconnection between the development's proposed parking area and any parking area on adjacent lots.
 2. When an access easement has been provided on an adjacent lot in accordance with this Section, the development must directly connect the parking areas via a driveway.
 3. Access easements shall logically connect to internal streets, where practical.
 4. Access easements and maintenance agreements or other suitable legal mechanism shall be provided for common parking areas or driveways of each nonresidential use.

Screening.

- A. *Screening of parking areas.*
1. Landscaped screening of the parking area from the street is required. This may be achieved with a couple of methods.
 - a) A planting of 12" native trees or large evergreen shrubs that shall grow to a minimum height of eight feet as determined by a registered landscape architect, arborist, certified nurseryman or master gardener
 - b) A three-foot landscaping berm
 - c) A combination of the above
- B. *Screening of Mechanical Equipment.*
1. All roof, ground and wall mounted mechanical equipment (e.g. air handling equipment, compressors, duct work, transformers and elevator equipment) from

view at ground level of the property line.

2. Roof-mounted mechanical equipment shall be shielded from view on four sides. Screening shall consist of materials consistent with the primary building materials, and may include metal screening or louvers, which are painted to blend with the primary building.
3. Screening shall result in the mechanical equipment blending in with the primary building and not appearing separate from the building. The slab shall be sized to accommodate the proposed container and sufficient area to receive the front axle loaded points of the collection vehicle.
4. Wall or ground-mounted equipment screening shall be constructed of one of the following:
 - a) Evergreen planting screens
 - b) Brick, stone, reinforced concrete, or other similar masonry materials
 - c) Redwood, cedar, preservative pressure treated wood, or other similar materials
 - d) A combination of the above
5. All fence posts shall be rust-protected metal, concrete-based masonry or concrete pillars.

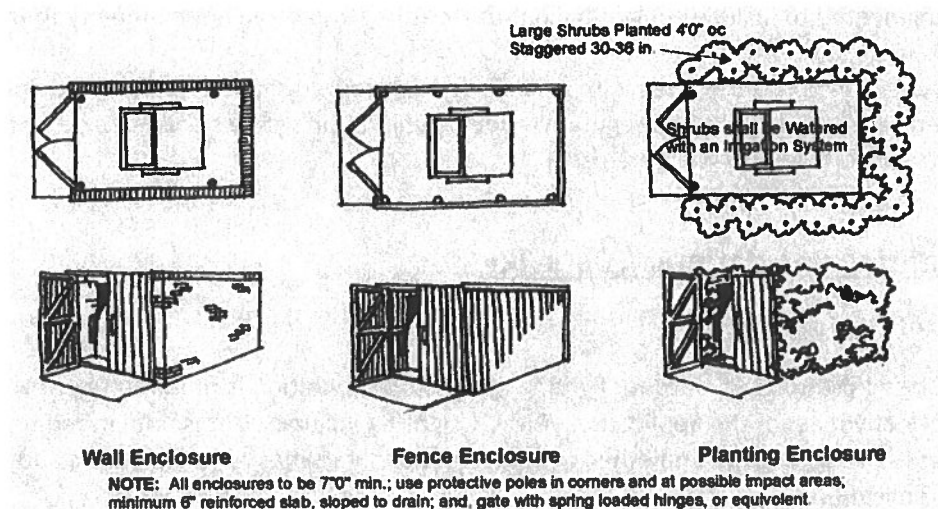
C. *Screening of Outside Storage.*

1. Outside storage shall be located on the side or rear of the primary building and shall be screened from public view.
2. Outside storage shall be screened with:
 - a) A masonry wall or other material that is similar to the primary structure and at least eight feet tall
 - b) A three-foot landscaped berm
 - c) A planting enclosure of large evergreen shrubs planted a maximum of four feet (4') apart that shall create a solid screen to a minimum height of eight feet within five (5) years as determined by a registered landscape architect, certified nurseryman or master gardener
 - d) A combination of the above

D. *Screening of Waste Containers.*

1. Waste containers shall be discretely located on the side or rear of the building and screened from public view.
2. Waste containers shall be located on a minimum six-inch (6") reinforced slab, sloped to drain.
3. Waste containers shall be screened on four sides, using an enclosure that screens the waste container from view at the property line. Screening shall be composed

- of:
- a) Brick, stone, reinforced concrete, or other similar masonry materials that have a similar finish to the primary finish; or
 - b) Redwood, cedar, preservative pressure treated wood, or other similar materials; or
 - c) Large shrubs planted four feet on center and staggered 30 to 36 inches. Shrubs shall be watered with an irrigation system; and
4. All fence posts shall be rust-protected metal, concrete based masonry or concrete pillars; and
 5. Six inch (6") concrete filled steel pipes or better shall be located to protect the enclosure from truck operations.
 6. Waste container enclosures shall have steel framed gates with spring-loaded hinges or the equivalent and fasteners to keep them closed. When in use, tiebacks should be used to secure the steel framed gates in the open positions.
 7. Waste containers shall not be located closer than 50 feet (50') to any single-family lot, unless wholly located within an enclosed building.
 8. Planting Enclosures using large evergreen shrubs shall incorporate plants similar to those used elsewhere on primary site and shall be not less than 15-Gallon in size.



E. Screening of Loading Docks.

Any delivery and service areas, loading docks, external support equipment, site utility areas, or other similar high-impact elements of site and building design shall be subject to the following:

1. All delivery or service areas and loading docks shall be located on a discrete façade, and internal to the block wherever possible.
2. Any rooftop equipment shall be screened from view of the adjacent public streetscape or other public or common opens spaces by a parapet on flat roofs, or located on a discrete pitch for pitched roofs.
3. Loading areas shall be enclosed on three sides by a wall or other screening device not less than seven feet in height.
4. Loading areas shall not be located closer than 50 feet (50') to any single-family lot, unless wholly located within an enclosed building.
5. Any service areas, loading docks, service equipment, or other site utility area that is visible from adjacent property or public right-of-way shall be screened with a combination of landscape and wall built of a similar material to the main structure at least 6 feet high.
6. Any service use that involves vehicle service bays on a primary or secondary façade shall be located on only secondary or support streets, shall have the service bay portion of the building screened with a combination of landscape and wall built of a similar material to the main structure at least 6 feet high, and shall not have service bays that occupy more than 40% of a single façade.

Drainage and Detention Facilities.

- A. Drainage facilities, provided they are non-structural drainage facilities, shall be designed and engineered to include substantial natural features and serve as an amenity to the site.
- B. Detention ponds designed with a curvilinear contoured shape, are designed not to require fencing, and shall utilize vegetative slope stabilization with a slope not exceeding 3:1, with no structural retaining walls are used.

II. Lighting Regulations / Dark Sky

Definitions of Class Lighting:

1. **Class 1 Lighting:** All outdoor lighting where color rendition is required to preserve the effectiveness of the application. Class 1 Lighting includes, but is not limited to, outdoor sales, advertising displays and other signs, recreational facilities, amphitheaters and other similar applications.
2. **Class 2 Lighting:** All outdoor lighting where general illumination for safety and security of grounds is the primary concern and color rendition is not required to preserve the effectiveness of the application. Class 2 Lighting includes, but is not limited to, illumination for walkways, roadways, equipment yards, parking lots, outdoor eating areas, and outdoor security lighting.
3. **Class 3 Lighting:** All outdoor lighting for primarily decorative effect where safety and security of grounds is not the primary concern and color rendition is not required to preserve the

effectiveness of the application. Class 3 Lighting includes, but is not limited to, architectural illumination, flag and monument lighting, landscape illumination, signs and seasonal holiday lighting and lighting in residential areas (District 3).

Applicability

1. All public and private outdoor lighting installed in the ETJ of the City of Boerne shall conform to the requirements established here, applicable electrical codes, and building codes.
2. All outdoor lighting shall be fully shielded fixture, the luminous elements of the fixture shall not be visible from any other property, and the fixture shall have a correlated color temperature of 2700 K or less. All off-site impacts will be limited to the greatest extent possible.
3. Outdoor lighting fixtures with a maximum output of 1000 lumens per fixture, regardless of the number of bulbs, may be left unshielded, provided that the fixture has an opaque top to prevent light from shining directly up, the source of the light is not visible from any other

B. Lighting Classification

1. Class 1 Lighting

a. Recreational facilities

Any light source permitted by this ordinance may be used for lighting of outdoor recreational facilities (public or private), including, but not limited to, sports fields or courts, amphitheaters, and similar applications, provided the following conditions are met:

- i. A secondary low-level lighting system that complies with Class 2 Lighting shall be installed to facilitate security, cleanup, maintenance, and exit from the facility. The low-level lighting system shall provide an average horizontal illumination, at grade level, of no more than three (3) foot-candles.
- ii. Recreational facilities shall turn off Class 1 lighting within thirty (30) minutes of the end of an event.
- iii. Comply with the levels of illumination consistent with the IESNA "Recommended Practice for Sports and Recreational Area Lighting" (IESNA RP-6-10) or successor recommendations for the class of play appropriate for the kinds of facilities.
- iv. Timers must be installed to prevent lights being left on accidentally overnight.
- v. Off-site impacts will be limited to the greatest extent possible.

b. Outdoor Sales

Any light source permitted by this ordinance may be used for lighting of outdoor sales located in non-residential districts, provided the following conditions are met:

- i. The primary outdoor lighting of the primary facility shall be turned off at 11:00 p.m. or thirty (30) minutes after closing, whichever is later, but in no event shall the main outdoor lighting be illuminated after 12:00 a.m. unless there is a scheduled "special event"; i.e. an all-night sale.
- ii. Lighting Levels - During operating hours:

- (a) Feature display area (the area within 200 ft. of the main building) the average horizontal illumination level shall not exceed twenty (20) foot-candles. These areas shall not be located within 100 feet of a residentially zoned areas.
 - (b) Other display areas the average horizontal illumination level shall not exceed fifteen (15) foot-candles. These areas shall not be located within 100 feet of a residentially zoned area.
 - (c) General parking areas for staff etc. shall not exceed five (5) foot-candles
 - iii. Timers must be installed to prevent lights being left on accidentally overnight.
 - c. Lighting Levels - After Hours:
 - i. The primary outdoor lighting of the primary facility shall be turned off at 11:00 p.m. or thirty (30) minutes after closing, whichever is later, but in no event shall the main outdoor lighting be illuminated after 12:00 a.m. unless there is a scheduled "special event" i.e. an all-night sale.
 - ii. A secondary low-level lighting system that complies with Class 2 Lighting shall be installed to facilitate security, cleanup, maintenance, and exit from the facility if the property owner desires. The lamps may be metal Halide or LED. The low-level lighting system shall provide an average horizontal illumination, at grade level, of no more than two and one half (2.5) foot-candles.
2. Class 2 lighting
- a. Parking lots

Parking lot lighting shall be designed to provide the minimum lighting necessary to ensure adequate vision, security and comfort in parking areas, and to not cause glare or direct illumination onto adjacent properties or streets. Any light source permitted by this ordinance may be used for parking lots, provided the following conditions are met:

 - i. All luminaires used for parking lot lighting shall be either yellow high-pressure sodium or LED and shall follow the standards for lighting identified below. Any exceptions to this section of the ordinance may be made by the City Manager and/or the City Manager's designee.
 - ii. All luminaires shall use Fully Shielded Fixtures as that term is defined herein.
 - iii. Design levels shall correspond to the appropriate IES (Illuminating Engineering Society) minimum requirements for illumination.
 - iv. No up lighting.
 - v. Poles are measured from grade.
 - vi. Light trespass at the property line is 0.00 foot-candle.
 - vii. Design goals should be the lowest levels that meet the requirement of the task
 - viii. Any lighting under awnings or canopies shall be completely recessed or shielded
 - ix. Yellow high-pressure sodium luminaires used for parking lot lighting may be installed at a maximum height of thirty (30) feet
 - (a) Perimeter poles that abut a residence or residential district shall be no more than 10 feet in height.

- (b) They shall turn off by 9:00 p.m. unless there is a special event.
- x. LED parking lot lighting shall adhere to the following criteria.
 - (a) All fixtures are Full cut-off.
 - (b) Poles shall be 20 feet in height with perimeter (at the property line) poles at 10 feet in height.
 - (c) Lumens per net acre in industrial areas shall not exceed 75,000 (does not include governmental owned streetlights).
 - (i) This lumen per net acre value is an upper limit and not a design goal.
 - (ii) Design goals should be the lowest levels that meet the requirement of the task
 - (d) Maximum 2,700 kelvins for bulbs.
 - (e) Any lighting under awnings or canopies shall be completely recessed or shielded.
 - (f) Outdoor lighting intended to be left on more than 30 minutes after closing, or the completion of activities must be reduced to 50% or less of the normal lumen output. Motion sensor activation may be allowed to cause the light to resume normal lumen output only when activated and to be reduced back to 50% or less of normal lumen output with 5 minutes after activation.
 - (g) Wall packs may be used in combination with pole lights if they are full cut-off and/or shielded fixtures.
- b. Street Lighting
 - i. Street lighting installed, repaired or replaced after the adoption of this ordinance shall be fully shielded fixture or full cutoff standard for all fixture over 1,000 lumens initial lamp output, in order to limit light trespassing, and shall have a correlated color temperature of 2700 K or less. No exemption shall apply to any street lighting and to any lighting within the public right of way or easement when the purpose of the luminaire is to illuminate areas outside of the public right of way or easement.
 - ii. New street lighting shall be designed to provide minimum lighting necessary to ensure adequate vision, and comfort in public and private streets, and to not cause glare or direct illumination more than five (5) feet beyond the right of way. Any light source permitted by this ordinance may be used for street lighting in any District, provided the following conditions are met:
 - (a) Luminaires used for public/private street lighting that are installed after the effective date of this ordinance shall be installed using Fully Shielded Fixtures, as that term is defined herein. Design levels shall correspond to the appropriate IES (Illuminating Engineering Society) minimum requirements for illumination.
 - (b) The use of adaptive controls are to be employed in all future installations of public outdoor lighting, considering the circumstances indicating the need for said public outdoor lighting based on the presence or absence of citizens on public property or rights-of-way. For the

purposes of this subsection, "public outdoor lighting" shall be defined as all City public street lighting and outdoor lighting on other City property and City owned rights-of-way.

- (c) Motion sensor shall be installed and properly maintained, and the trigger threshold set such that the light doesn't inappropriately trigger on; a failed motion sensor must fail only to the "off" state, and not to the "on"; the duration of each trigger should be limited to no longer than five (5) minutes.

c. Security lighting

For the purposes of this section, security lighting is defined as lighting intended to reduce the risk (real or perceived) of personal attack. Any light source permitted by this ordinance may be used for security lighting in any Lighting District, provided the following conditions are met:

- i. All security lighting fixtures installed after the effective date of this ordinance shall be fully shielded and aimed so that illumination is directed only within the owner's property boundaries and not cast on other areas. The use of general floodlighting fixtures shall be prohibited.
- ii. Security lighting may illuminate vertical surfaces (e.g. building facades and walls) up to a level eight (8) feet above grade or eight (8) feet above the bottoms of doorways or entries, whichever is greater. The use of up-lighting luminaires shall be prohibited.
- iii. Security lighting fixtures may be mounted on poles located no less than ten (10) feet from the perimeter of the property boundary.
- iv. Security lights intended to illuminate a perimeter (such as a fence line) shall include motion sensors and be designed to be off unless triggered by an intruder located within five (5) feet of the perimeter. The zone of activation sensors must be within the property boundaries of the property wishing to be illuminated.
- v. It is the property owner's responsibility to ensure that the motion sensor is properly maintained, and the trigger threshold set such that the light doesn't inappropriately trigger on; a failed motion sensor must fail only to the "off" state, and not to the "on"; the duration of each trigger should be limited to no longer than five (5) minutes.

d. Lighting of Canopies and Service Islands

Lighting levels on service islands and under canopies shall be adequate to facilitate the activities taking place in such locations.

- i. Areas on the apron away from the service islands used for parking or vehicle storage shall be illuminated in accordance with the Illuminating Engineering Society (IES) requirements for parking areas.
- ii. Areas around the service islands and under canopies shall be illuminated so that the minimum horizontal illuminance at grade level is at least one (1) foot candles and no more than fifteen (15) foot candles in areas of industrial use and ten (10) foot candles in areas of commercial use.

- iii. Light fixtures mounted on canopies shall be fully shielded or recessed so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy.
 - iv. Lights shall not be mounted on top, or sides (fascia) of the canopy, and the sides (fascia) of the canopy shall not be illuminated.
 - v. Outdoor light fixtures located under canopies, under building overhangs, or under roof eaves where the center of the lamp or luminaire is located at 5 feet, but less than 10 feet from the nearest edge of the canopy or overhang are to be included in the total outdoor light output as though they produced only one-quarter (1/4) of the lamp's rated lumen output.
 - vi. Outdoor light fixture located under canopies, under building overhang, or under roof eaves where the center of the lamp or luminaire is located 10 or more feet from the nearest edge of a canopy, building overhang, or eaves are to be included in the total outdoor light output as though they produced only one-tenth (1/10) of the lamp's rated lumen output.
- e. Lighting Curfews

Nonresidential outdoor lighting intended to be left on more than 30 minutes after closing, or the completion of activities, must be reduced to 25% or less of the total outdoor light output allowed.

- i. Motion sensor activation may be allowed to cause the light to resume total outdoor light output allowed only when activated and to be reduced back to 25% or less of total outdoor light output allowed within 5 minutes after activation has ceased, and the light shall not be triggered by activity off the property.
- ii. The 75% reduction in illumination may be accomplished by dimming, by turning off 75% of the light fixtures, by a combination of the two, or by any other method that results in a total outdoor light output of no more than 25% of the total outdoor light output allowed.
- iii. Illumination for all advertising signs, both externally and internally illuminated, shall be turned off by the later of closing time or 10:00 p.m., provided, however, that such signs may be turned back on prior to sunrise, but no more than one hour prior to opening.
- iv. Street lighting, other than at the intersection of roadways, shall utilize half night photocells or timers to turn off the lights halfway between dusk and dawn. Passive reflective roadway markings are encouraged.
- v. All outdoor lighting is encouraged to be turned off when no one is present to use the light. Luminance levels for operation between sunset and sunrise shall not exceed 1250 lumens.

3. Class 3 Lighting

Class 3 Lighting shall apply to all outdoor lighting for primarily decorative effect where safety and security of grounds is not the primary concern and color rendition is not required to preserve the effectiveness of the application. Class 3 Lighting includes, but is not limited to, architectural illumination, flag and monument lighting, landscape illumination, and seasonal holiday lighting.

a. Lighting of Building Facades and Landscaping.

Any light source permitted by this ordinance may be used for lighting of building facades and landscaping in any District, provided the following conditions are met:

- i. The maximum illumination on any vertical surface or angular roof surface shall not exceed two (2) foot-candles.
- ii. Lighting fixtures shall be at least partially shielded, as defined herein, and aimed so that no light is directed onto adjacent streets or roads.
- iii. The use of up-lighting luminaires shall be prohibited, unless such luminaires are fully shielded, and directed in such a way that no light is aimed beyond the building or landscaping directly into the night sky with the exception the illumination of governmental flags.

b. Ornamental Lights

Ornamental lights may be used in any Lighting District, provided the following conditions are met:

- i. Decorative strings of lamps/bulbs must not create glare on adjacent streets or property.
- ii. Lighting (including strings of lamps/bulbs) for parties, celebrations, and other social gatherings is allowed.

c. Lighting of Walkways, Bikeways, Sidewalks

Any light source permitted by this ordinance may be used for lighting walkways, bikeways and sidewalks in any District, provided the following conditions are met:

- i. The walkway, pathway, sidewalk, or ground area may be illuminated with bollards.
- ii. Lighting fixtures shall be fully shielded, or otherwise designed to direct light downward, and light sources shall have an initial output of no more than 2000 lumens.

d. Outdoor Advertising Signs

Any light source permitted by this ordinance may be used for lighting of outdoor advertising signs located in any District, provided the following conditions are met. In the event of a conflict, the City of Boerne's Sign Ordinance shall control:

- i. All legally installed externally illuminated signs shall have top-mounted luminaires which meet the shielding and grandfathering requirements contained herein.
- ii. Bottom-mounted luminaires on externally illuminated signs shall be prohibited.
- iii. Legally installed internally illuminated signs, to the degree same are permitted by the Boerne Sign Ordinance, shall be constructed of translucent materials, and the source of internal illumination shall not be directly visible through said material. Internally illuminated signs are prohibited in Residential Districts.
- iv. Sign illumination shall be extinguished completely one (1) hour after sunset and remain off until one (1) hour before sunrise.

- v. The illuminated surface area of an individual sign shall not exceed 200 square feet.
 - vi. Luminance levels shall not exceed 100 nits (100 candelas per sq. meter)
- e. **Lighted Signs.**

An establishment shall only have one lighted window or door sign per store front, not to exceed three (3) square feet. These signs shall be turned off when the establishment is not open for business. Illuminated exterior signs not lit by internal lighting shall be illuminated by down lighting methods; "up-lighting" is prohibited.

- f. **Residential Area Lighting.**

While fully shielded lights are required, individual lamps are limited to 2700 lumens or less.

C. Illumination Plan requirements for Development Projects

1. Outdoor lighting should be carefully designed with regards to placement, intensity, timing, duration and color. A good lighting plan can promote safety, save money, conserve natural resources, retain community character, reduce skyglow.
2. The submission of an illumination plan shall contain, but shall not be limited to the following, all or part of which may be part or in addition to the information required elsewhere in the ordinances of the City of Boerne upon application for the required permit.
 - a. Two copies of an illumination plan shall be submitted with the building permit for review for compliance with this section.
 - b. A site plan, drawn to an appropriate scale, showing buildings, landscaping, parking area, and all proposed exterior fixtures including lamps, supports, reflectors and other devices.
 - c. Specifications for all proposed lighting fixtures including photometric data designation as IESNA full cut-off fixtures where required, and other descriptive information on the fixtures.

D. Total Outdoor Light Output and Shielding Requirements

Table 1 gives requirements of the total light output permitted per acre for the different lighting areas for class of lighting, lamp type and lighting area. These requirements shall be met for all lighting installations subject to this section.

1. **Total Outdoor Light Output**

Total outdoor light output shall not exceed the lumen limits given in Table 1. In the table, Total means the sum of shielded. For determining compliance with this section, the total lumens is the sum of the following:

- a. One hundred percent of the lumens from outdoor light fixtures installed on grade, on poles, on the top or sides of buildings or other structures.
- b. 2. Outdoor light fixture located under canopies, under buildings overhangs, or under roof eaves where the center of the lamp or luminaire is located at 5 feet, but less than 10 feet from the nearest edge of the canopy or overhang are to be included in the total outdoor light output as though they produced only one-quarter (1/4) of the lamp's

rated lumen output. Outdoor light fixture located under canopies, under building overhang, or under roof eaves where the center of the lamp or luminaire is located 10 or more feet from the nearest edge of a canopy, building overhang, or eaves are to be included in the total outdoor light output as though they produced only one-tenth (1/10) of the lamp's rated lumen output.

Maximum Total Outdoor Light Output Requirements Lumen Caps: Mean Lumens per Net Acre (1)			
Uses			
	Industrial	Commercial	Residential
Commercial, Industrial and Multifamily			
Maximum total outdoor light	75,000	50,000	20,000

Notes to Table 1:

1. Mean lumens per acre equals total outdoor light output divided by net acres.

E. Exemptions

1. Emergency lighting utilized during natural or man-made disasters, but only for the duration of the declared emergency may be exempted.
2. Lighting elements, such as shades with perforated patterns and opaque diffusers, shall be exempted from the fully shielded requirement provided they do not exceed 1000 lumens.
3. Ornamental lights that are string lighting.
4. If a proposed lighting plan or fixture does not meet the requirements of this ordinance, and no other reasonable technical solution is available, but is of demonstrable community benefit, the Design Review Committee may approve an exemption. The applicant requesting a permanent exemption under this ordinance shall submit enough information so that the Design Review Committee may adequately consider the proposed community benefit. All requests for exemptions must comply with the zoning variance request procedures.
5. The provisions of this code do not prevent the replacement of an existing grandfathered luminaire with an alternate fixture, or the use of bottom-mounted luminaires on externally illuminated signs if it can be shown that the luminaire(s) to be used improve the view of the night sky consistent with the intent of this code. A person may request (and the City Manager may approve) an exemption if the following information is provided:
 - a. The location of the luminaire to be installed or replaced;
 - b. The purpose of the luminaire;
 - c. The total wattage and lumens of the grandfathered and the replacement luminaire, if applicable;
 - d. The type of luminaire to be installed, and if applicable, the type of replacement;
 - e. If the luminaire is a replacement, through manufacturer's literature or otherwise, the replacement luminaire will reduce light pollution, glare, or Total Outdoor Light Output; or,
 - f. When the luminaire is bottom-mounted, through the use of manufacturer's literature or otherwise, its use is superior in reducing light pollution, glare, or Total Outdoor Light Output as compared to a top-mounted luminaire.
 - g. Any other information deemed relevant.

F. Temporary Exemption

1. Any person may submit a written request, to the City Manager or the City Manager's designee for a temporary exemption from the requirements of this section. The Request for Temporary Exemption shall contain the following information:
 - a. Specific exemption or exemptions requested;
 - b. Type and use of outdoor fixture involved;
 - c. Duration of time for requested exemption;
 - d. Total wattage of lamp or lamps;
 - e. Proposed location on premises (if any) and addresses of premises;
 - f. Physical size of outdoor light fixture(s) and type of shielding provided;
 - g. Such other data and information as may be required by the Building Official.
2. Approval, Duration

The City Manager or the City Manager's designee shall have five (5) business days from the date of submission of the Request for Temporary Exemption to act in writing on the request. If approved, the exemption shall be valid for not more than thirty (30) days from the date of issuance of the approval. The approval shall be renewable at the discretion of the City Manager or the City Manager's designee upon a consideration of all the circumstances. Each such renewed exemption shall be valid for not more than thirty (30) days. Each exemption can be renewed up to two (2) times.

3. Disapproval, Appeal

If the Request for Temporary Exemption is disapproved, the person making the request will have the appeal rights as provided in the City of Boerne's Zoning Ordinance.

G. Prohibitions

1. The installation of any mercury vapor fixture or lamp, krypton, or argon discharge tubes intended for use as an architectural highlight to attract attention is prohibited.
2. The use of laser source light or any similar high-intensity light (such as a strobe light) is prohibited.
3. The operation of searchlights is prohibited.
4. Outdoor lighting that interferes with the safe operation of a motor vehicle is prohibited.
5. Up-lighting is prohibited, except as otherwise provided in this ordinance.
6. It shall be unlawful for any outdoor lighting fixture to cause glare, as defined herein and determined by the City Manager or the City Manager's designee, of sufficient intensity as to create an unsafe condition on public or private streets between the hours of midnight (12:00 a.m.) and 6:00 a.m.

H. Temporary Lighting for Sports Practices

1. Where temporary lighting is to be provided for sports practices that are not located in City Parks, or schools the following requirements shall apply.
 - a. The field to be illuminated shall be a minimum of fifty (50) feet from a residential property line or a residential district.

- b. Luminaires used for sports practices shall be at a maximum height of twenty (20) feet and may be positioned at that height up to the edge of the property on which the practice is being held.
- c. The Luminaires shall be turned triat 9:00 p.m. or thirty (30) minutes after the practice is over, but in no event shall the field be illuminated after 9:30 p.m.

Figure A

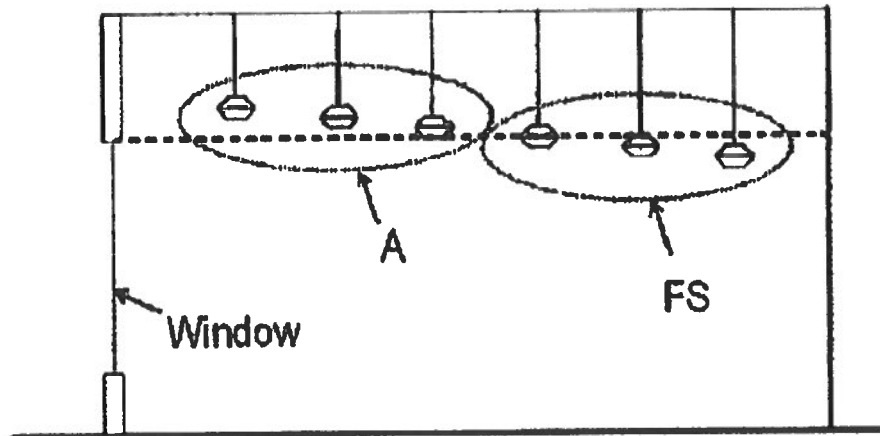
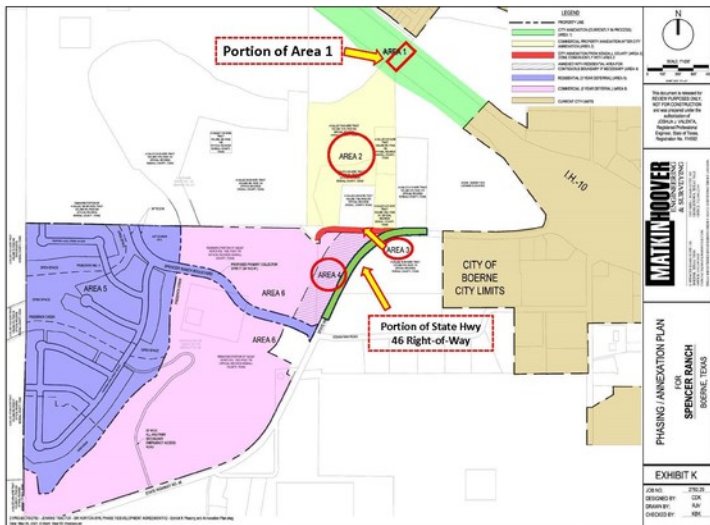


Figure A: Elevation view showing a nonresidential application of indoor lighting, labeled FS, which will be subject to this article and indoor lighting, labeled A, which is installed so that it is not subject to this article. This example presumes the structure in question is not elevated such that any of the luminaires labeled A in the figure above may be seen from any other property. If the structure is elevated such that the luminaires labeled A are visible from another property then, the





AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date	August 8, 2023										
Requested Action	RECEIVE BIDS AND CONSIDER RESOLUTION NO. 2023-R60; AWARDING THE CONTRACT FOR THE RIVER ROAD PARK BANK STABILIZATION PROJECT TO AGAVE DESIGN STUDIO, LLC FOR AN AMOUNT NOT TO EXCEED \$2,305,523.00; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.										
Contact Person	Lissette Jimenez – Parks & Recreation Director										
Background Information	<p>This project consists of all labor, equipment, and work for constructing rock sill, coir fiber matting, concrete sidewalks, steel fishing piers, steel boardwalks, earthwork, landscape, and irrigation. The construction period is 150 calendar days.</p> <p>Because the project's construction cost was estimated to be greater than \$50,000, State Law prescribes procurement be done under a competitive bidding process.</p> <p>We bid on the project on July 18, 2023, and received two (2) bids ranging from \$2,195,736.44 to \$3,053,244.00.</p> <p>The low bid was submitted by Agave Design Studio, LLC in the amount of \$2,195,736.44. Staff reviewed the bids and recommends that the Council receive the bids and award the construction contract to Agave Design Studio, LLC and include a 5% construction contingency amount of \$109,786 for a total of construction contract total of \$2,305,522.44.</p> <p>Note: In addition to the construction contract, there will be an additional project expense for construction materials testing and inspection services of \$16,000 to be provided by a third party which is InTEC of San Antonio, L.P. See included a proposal for these services.</p>										
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Legal/Regulatory Obligation</td> <td style="width: 50%;"><input checked="" type="checkbox"/> Infrastructure Investment</td> </tr> <tr> <td><input type="checkbox"/> Reduce Costs</td> <td><input type="checkbox"/> Customer Pull</td> </tr> <tr> <td><input type="checkbox"/> Increase Revenue</td> <td><input type="checkbox"/> Service Enhancement</td> </tr> <tr> <td><input checked="" type="checkbox"/> Mitigate Risk</td> <td><input type="checkbox"/> Process Efficiency</td> </tr> <tr> <td><input type="checkbox"/> Master Plan Recommendation</td> <td><input type="checkbox"/> Other:</td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation	<input checked="" type="checkbox"/> Infrastructure Investment	<input type="checkbox"/> Reduce Costs	<input type="checkbox"/> Customer Pull	<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement	<input checked="" type="checkbox"/> Mitigate Risk	<input type="checkbox"/> Process Efficiency	<input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Other:
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Strategic Alignment <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	Safety and Security, Community Charm, and Environmental Responsibility. C1 – Offering quality customer experiences, F2 – Investing in and maintaining high-quality infrastructure systems and public assets
Financial Considerations	Upon acceptance of this contract the expense for this project will be budgeted for FY 23-24.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Bid Tabulation Summary, Project Construction Summary Proposal for Construction Materials Testing and Inspection Services from InTEC of San Antonio, L.P.

RESOLUTION NO. 2023-R60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDING THE CONTRACT FOR THE RIVER ROAD BANK PARK STABILIZATION PROJECT TO _____ FOR AN AMOUNT NOT TO EXCEED \$_____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT

WHEREAS, the City of Boerne received two bids for the River Road Bank Park Stabilization Project; and

WHEREAS, City of Boerne Staff reviewed the bids, checked references, and provided a recommendation of award to Agave Design Studio, LLC; and

WHEREAS, the City Council finds it necessary to award the contract for the River Road Bank Park Stabilization Project and authorizes the City Manager to manage and execute the related contract and documents;

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 awards the contract for the River Road Bank Park Stabilization Project to _____ for an amount not to exceed \$_____.

SECTION 3. The City Manager is hereby authorized to manage and execute the related contract and documents thereto on behalf of the City of Boerne, Texas.

PASSED and APPROVED on this the ____ day of August, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary

City of Boerne River Road Park Bank Stabilization - Bid Tabulations 2pm 7-18-2023

Contractor	Lump Base Bid	Bid Form	Bid Bond	Qual St.	Addenda
Agave Design Studio	2,195,736.44	X	X	X	X
Jerdon Enterprises, L.P.	3,053,244.00	X	X	X	X

InTEC of San Antonio, L.P.
12028 Radium
San Antonio, Texas 78216
SBE MBE WBE DBE HUB Certified

Phone: 210 525 9033
Fax: 210 525 9032
email: BradB@InTEC-SA.com
email: MuraliS@InTEC-SA.com

March 29, 2023

Proposal to:
City of Boerne
C/o:
Tami Norton, P.E.
P 210-664-2100
C 940-453-4595
tnorton@eprusa.net

Re: Construction Materials Testing and Inspection Services
River Road Park, Bank Stabilization Project
River Road, Boerne, Texas

InTEC Proposal No. S235097

Ladies and Gentlemen,

As requested, Integrated Testing and Engineering Company of San Antonio (InTEC) is pleased to submit our unit rates for construction materials testing (CMT) services.

Project Scope:

The proposed project consists of a pier supported steel metal deck with civil site improvements. It is our understanding the work will have materials & compaction guidelines per plans and specs.

- InTEC will perform site testing when called by the construction site manager.
- Contractor will schedule testing as per applicable materials & compaction guidelines.

CMT Unit Rates:

- Compaction Density Testing - \$215 per trip - up to 1hr onsite testing
- \$95 per additional hour
- Soils Proctors - \$285 per set
- Concrete Testing - \$445 per pour – up to 2 sample sets
- \$125 per additional set
- Pier Inspections - \$985 per day 1 tech, includes concrete testing
- Steel Reinforcement Inspections - \$295 per trip
- Bolt and Weld Inspections - \$125 per hour – min. 4hrs. per trip
- Engineer Onsite - \$385 per trip

The unit rates are based on performing the required tests and inspections on an "on-request" basis. Please contact us for any additional testing services.

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Trip:

Technician to perform services at the scheduled time with no on site waiting.
Trip rate includes compaction density testing, tech time, travel, gauge fee,
office management time, and reporting associated to testing trips.

Pour:

Perform field and lab concrete testing at the scheduled time. The pour rate includes field
preparation of samples, temperature measurement, slump testing, cylinder pickup, tech
time, travel, office management, and reporting associated to pours

Anticipated CMT Cost - per structural plans:

- 58 Piers – est. to place piers in 10 production days - \$9,850.00
 - Metal Deck Bolt and Weld Inspections - 2 trips - \$1,000.00
 - Headwall abutments 2 pours + Rebar Insp. - \$1,480.00
 - Soils Compaction testing 8 trips + Proctor Lab - \$2,005.00
- Recommended CMT Budget **\$16,000.00**

Notes:


- The owner or owner’s representative is responsible for requesting the tests. We request that testing and inspections be scheduled at least 1 business day (24 hours) prior to the desired inspection or testing time. If inspections or testing are needed on weekends, please call us by Thursday prior to the weekend.
- We recommend a pre-construction meeting with the owner or owner’s representative and the site work contractor; setting expectations and review project specific material specifications and compaction guidelines. Any deviations from the project plans should be provided to us in writing from the project design professional.
- Test and inspection outcome will be verbally communicated to the field personnel at the time of testing. The progress test reports will be sent periodically to the owner or owner’s representative. You may provide us with a distribution list.
- Invoices will be sent at the time of the periodic test reports.
- Proposal is good for 60 days from the proposal date.
- Project Contacts:
 - Office number: **210-525-9033**
 - Scheduling Testing and inspections: **Dispatch@InTEC-SA.com**
 - Test reports: **GaryL@InTEC-SA.com**

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email: MuraliS@InTEC-SA.com

Please contact us should you have any questions concerning this proposal or for any other services InTEC can provide. We appreciate and thank you for this opportunity to serve you and look forward to working with you again.

Respectfully submitted,
InTEC of San Antonio, L.P.


Brad Bond
PM, Proposals

S235097 **River Road Park, Bank Stabilization Project** - CMT Rate Proposal,
InTEC Terms & Conditions for Professional Services

Please fill out form fields, sign and return the entire proposal to: BradB@InTEC-SA.com

AGREED TO THIS _____ DAY OF _____

BY: _____

PRINT NAME: _____

TITLE: _____

FIRM: _____

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Terms and Conditions for Services

Integrated Testing and Engineering Company of San Antonio LP (InTEC of San Antonio) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of InTEC of San Antonio's proposal or its direction for InTEC of San Antonio to commence any services constitutes acceptance of these Terms.

1. **INDEPENDENT CONTRACTOR:** InTEC of San Antonio is an independent contractor, and all persons employed to furnish services hereunder are employees of InTEC of San Antonio or its subcontractors / sub-consultants and not of the Client. InTEC of San Antonio and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.
2. **PARTIES AND SCOPE OF WORK:** InTEC of San Antonio shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by InTEC of San Antonio as set forth in InTEC of San Antonio's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by InTEC of San Antonio. If Client is ordering the work on behalf of another, Client represents and warrants that is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of InTEC of San Antonio's work. InTEC of San Antonio shall have no duty or obligation to any third party greater than that set forth in InTEC of San Antonio's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from InTEC of San Antonio, or the reliance on any of InTEC of San Antonio's work, shall constitute acceptance of the terms of InTEC of San Antonio's proposal and these General Conditions, regardless of the terms of any subsequently issued document. Reliance upon the services provided by InTEC of San Antonio and any related work product is limited to Client and is not intended for third parties.
3. **CONFIDENTIALITY:** Inherent in our dealings with clients, as a third party independent consultant, is the confidentiality of all work performed for any client. All plans and / or reports are submitted for the exclusive use of the client to whom it is addressed.
4. **REPORTS:** The significance of the report is subject to the adequacy and representative nature of the samples, tests, inspections, and surveys. No quotation from our reports or use of InTEC of San Antonio name is permitted except as authorized by InTEC of San Antonio in writing.
5. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by InTEC of San Antonio or others to be timely and properly performed in accordance with the plans, specifications, and contract documents and InTEC of San Antonio's recommendations. No claims for loss, damage or injury shall be brought against InTEC of San Antonio by Client or any third party unless all tests and inspections have been so performed and all of InTEC of San Antonio's recommendations have been followed. Client agrees to indemnify, defend, and hold InTEC of San Antonio, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses including, but not limited to, court costs and reasonable attorney's fees in the event that any such tests or inspections are not so performed in strict accordance with InTEC of San Antonio's recommendations or InTEC of San Antonio's recommendations are in any way not so followed.
6. **PREVAILING WAGES:** Due to the professional nature of its services InTEC of San Antonio is generally exempt from the Davis Bacon Act and other prevailing wage schemes. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless InTEC of San Antonio from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all cost, fine and attorney's fees.
7. **SCHEDULING OF WORK:** The services set forth in InTEC of San Antonio's proposal and Client's acceptance will be accomplished by InTEC of San Antonio personnel at the prices quoted. If InTEC of San Antonio is required to delay commencement of the work or if, upon embarking upon its work, InTEC of San Antonio is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of InTEC of San Antonio additional charges will be applicable and payable by Client.
8. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for InTEC of San Antonio to perform the work. InTEC of San Antonio shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
9. **UTILITIES:** InTEC of San Antonio will contact the local utility locator service and take reasonable precautions to avoid damage or injury to identified underground structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy and completeness of the any information provided. Client agrees to hold harmless, defend, and indemnify InTEC of San Antonio for any damages to underground structures and utilities, and any damage, injury or death arising directly or indirectly there from, which were not correctly identified on the documents furnished, or by local utility locator agency.
10. **PERFORMANCE:** The standard of care for all professional services performed or furnished by InTEC of San Antonio will be the skill and care ordinarily exercised by reputable members of InTEC of San Antonio's profession performing similar services and practicing under similar circumstances at the same time and in the same locality. InTEC of San Antonio makes no guarantees or warranties, express or implied, with regard to the performance of its services. InTEC of San Antonio shall not have control over nor be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or of construction safety precautions and programs since these are the responsibilities of others. InTEC of San Antonio agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to InTEC of San Antonio's services and that are in effect as of the date when the services are provided. InTEC of San Antonio shall not be responsible for the errors or omissions of any party or parties in the design or manufacture of the Project, or the failure of any contractor or subcontractor or manufacturer to comply with the Project Specifications or with the recommendations, written or oral, made by InTEC of San Antonio.
11. **DELAY AND FORCE MAJEURE:** InTEC of San Antonio will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility locator or companies, unions, organized labor, or inspectors; or other unforeseen contingencies beyond InTEC of San Antonio's reasonable control.

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12. **SAFETY:** Field work will be performed only under conditions deemed safe by InTEC of San Antonio personnel. Charges may be made for safety or security measures required by hazardous job conditions that InTEC of San Antonio may encounter. Client understands that InTEC of San Antonio is only responsible for the safety of its own employees and those of its sub-consultants and is not responsible for the safety of other persons or property.
13. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised InTEC of San Antonio of any known or suspected hazardous materials, utility lines and pollutants at any site at which InTEC of San Antonio is to do work, and unless InTEC of San Antonio has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify, and save InTEC of San Antonio harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to InTEC of San Antonio's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to InTEC of San Antonio by Client.

In order for InTEC of San Antonio to perform the services requested, the Client shall, at no expense to InTEC of San Antonio, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for InTEC of San Antonio's services; and (3) provide access to and make all provisions for InTEC of San Antonio to enter, without cost, limitation, or burden to InTEC of San Antonio, the subject property as required to perform work. InTEC of San Antonio is entitled to rely upon the information and services provided by the Client.

14. **RESPONSIBILITY:** InTEC of San Antonio's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction, nor shall InTEC of San Antonio assume responsibility for same. InTEC of San Antonio shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. InTEC of San Antonio's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against InTEC of San Antonio and for InTEC of San Antonio to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. InTEC of San Antonio has no right or duty to stop the contractor's work. InTEC of San Antonio does not assume any duties, responsibilities, or obligations with regard to the Project which by custom or contract are vested in the designers, surveyors, governmental authorities or other parties.
15. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the tests, unless explicitly requested by the Client.
16. **PAYMENT:** The quantities and fees provided in the proposal are InTEC of San Antonio's estimate based on information provided by Client and InTEC of San Antonio's experience on similar projects. The actual total amount due to InTEC of San Antonio shall be based on the actual final quantities provided by InTEC of San Antonio at the unit rates provided herein. Client shall be invoiced at least once a month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. InTEC of San Antonio shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein InTEC of San Antonio gives any rights to mechanics' lien, or any provision conditioning InTEC of San Antonio's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that InTEC of San Antonio shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 (30) days of invoice shall constitute a release of InTEC of San Antonio from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
17. **ALLOCATION OF RISK: CLIENT AGREES THAT INTEC OF SAN ANTONIO'S SERVICES WILL NOT SUBJECT INTEC OF SAN ANTONIO'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT IT'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST INTEC OF SAN ANTONIO. STATEMENTS MADE IN INTEC OF SAN ANTONIO REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**
18. **LIMITATION OF LIABILITY: CLIENT AND INTEC OF SAN ANTONIO HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING INTEC OF SAN ANTONIO'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS TO FULLEST EXTENT PERMITTED BY LAW. ACCORDINGLY, SHOULD INTEC OF SAN ANTONIO OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT, AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON INTEC OF SAN ANTONIO'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF INTEC OF SAN ANTONIO, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO MAXIMUM OF \$10,000 OR TOTAL AMOUNT OF FEE PAID TO INTEC OF SAN ANTONIO FOR ITS SERVICES. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY INTEC OF SAN ANTONIO IN CONNECTION WITH ANY CLAIM SHALL REDUCE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.**

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST INTEC OF SAN ANTONIO, ARISING FROM OR RELATED TO INTEC OF SAN ANTONIO'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF INTEC OF SAN ANTONIO'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF THE DATE OR DISCOVERY OF SUCH CLAIM.

19. **INDEMNITY:** To the fullest extent permitted by law, Client and InTEC of San Antonio each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and InTEC of San Antonio, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence. Client agrees to indemnify and hold InTEC of San Antonio harmless from and against all claims, losses, damages, and expenses, including reasonable attorneys' fees, caused by the errors or omissions of any party or parties in the design or manufacture of the Project, or the failure of any contractor or subcontractor or manufacturer to comply with the Project Specifications or with the recommendations, written or oral, made by InTEC of San Antonio.
20. **CONSEQUENTIAL DAMAGES:** Client agrees to waive its rights, if any, to recover from InTEC of San Antonio and its owners, partners, members, employees, officers, directors, affiliates, and agents any consequential damages incurred allegedly as a result of any acts, errors or omissions

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- arising out of the performance of this agreement, including the right to recover any lost profits, diminution in value, cost overruns, or delay damages.
21. **TERMINATION:** This agreement may be terminated by either party upon seven calendar days' written notice to the other party. In the event of termination, InTEC of San Antonio shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event the Client terminates without cause, InTEC of San Antonio shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.
 22. **EMPLOYEES/WITNESS FEES:** InTEC of San Antonio's employees shall not be retained as expert witnesses except by separate, written agreement, Client agrees to InTEC of San Antonio's legal expenses, administrative costs and fees pursuant to InTEC of San Antonio's then current fee schedule for InTEC of San Antonio to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any InTEC of San Antonio employee or person who has been employed by InTEC of San Antonio within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of InTEC of San Antonio, and shall pay InTEC of San Antonio an amount equal one-half of the employee's annualized salary, without InTEC of San Antonio waiving other remedies it may have.
 23. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring InTEC of San Antonio to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
 24. **CHOICE OF LAW AND EXCLUSIVE VENUE:** The laws of the state where InTEC of San Antonio performs its services shall govern.
 25. **Insurance:** InTEC of San Antonio maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on InTEC of San Antonio's professional liability policy. Upon written request, InTEC of San Antonio agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and InTEC of San Antonio's will not undertake to guarantee continued coverage beyond the individual policy term.
 26. **PROVISIONS SEVERABLE:** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
 27. **ENTIRE AGREEMENT:** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either InTEC of San Antonio's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by InTEC of San Antonio.
 28. **PRECEDENCE:** If any provision of this Agreement conflicts with or is inconsistent with any provision of an Exhibit attached to or referenced in this Agreement, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

RIVER ROAD PARK BANK STABILIZATION PROJECT

Scope of Work

The Project consists of all labor, equipment, and work for construction of rock sill, concrete sidewalk sections, steel fishing piers, steel boardwalk, earthwork, landscape and irrigation.

Construction Schedule

Advertise/Bidding – Jun/2023

Review & Recommendation – Jul/2023

Award Construction Contract & Construction Admin Contract – Aug/2023

Notice of Award – Aug/2023

Review/Finalize Construction & Construction Admin Contracts – Aug/2023

Notice to Proceed & Pre-Construction Mtg. – Sep/2023

Construction Period (150 Calendar Days) Sep.– Jan/2024

Contract Inspections/Closeout/Warranties – Feb/2024

Final Completion Dependent upon Weather (Rain/Mud days)

Budget

\$700,000 FY 22-23

\$1,659,000 FY 23-24

\$2,359,000

Construction – Estimated Cost

\$1,770,380 Construction Estimate

\$354,076 20% Construction Contingency

\$2,124,456

Construction – Bid Cost

\$2,195,736 Construction Basis of Bid (Agave Design Studio)

\$109,786 5% Construction Contingency

\$2,305,522

Construction Related Professional Services Expenses

\$75,770 Construction Administration and Oversight Services

\$16,000 Construction Materials Testing and Inspection Services



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

Agenda Date	August 8, 2023										
Requested Action	CONSIDER RESOLUTION NO. 2023-R61; AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND ECOSYSTEM PLANNING & RESTORATION FOR THE RIVER ROAD PARK BANK STABILIZATION PROJECT CONSTRUCTION ADMINISTRATION AND OVERSIGHT FOR AN AMOUNT NOT TO EXCEED \$75,770.00.										
Contact Person	Lissette Jimenez – Parks & Recreation Director										
Background Information	<p>This construction project consists of all labor, equipment, and work for constructing rock sill, coir fiber matting, concrete sidewalks, steel fishing piers, steel boardwalks, earthwork, landscape, and irrigation.</p> <p>Professional services include construction administration and oversight by the following consultants. The project prime consultant is Ecosystem Planning and Restoration, LLC, and sub-consultants include Unintech Consulting Engineers and Terra Design Group. The total amount for these services is \$75,770.</p>										
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Legal/Regulatory Obligation</td> <td style="width: 50%;"><input checked="" type="checkbox"/> Infrastructure Investment</td> </tr> <tr> <td><input type="checkbox"/> Reduce Costs</td> <td><input type="checkbox"/> Customer Pull</td> </tr> <tr> <td><input type="checkbox"/> Increase Revenue</td> <td><input type="checkbox"/> Service Enhancement</td> </tr> <tr> <td><input checked="" type="checkbox"/> Mitigate Risk</td> <td><input type="checkbox"/> Process Efficiency</td> </tr> <tr> <td><input type="checkbox"/> Master Plan Recommendation</td> <td><input type="checkbox"/> Other:</td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation	<input checked="" type="checkbox"/> Infrastructure Investment	<input type="checkbox"/> Reduce Costs	<input type="checkbox"/> Customer Pull	<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement	<input checked="" type="checkbox"/> Mitigate Risk	<input type="checkbox"/> Process Efficiency	<input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Other:
<input type="checkbox"/> Legal/Regulatory Obligation	<input checked="" type="checkbox"/> Infrastructure Investment										
<input type="checkbox"/> Reduce Costs	<input type="checkbox"/> Customer Pull										
<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement										
<input checked="" type="checkbox"/> Mitigate Risk	<input type="checkbox"/> Process Efficiency										
<input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Other:										
Strategic Alignment <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	Safety and Security, Community Charm, and Environmental Responsibility. C1 – Offering quality customer experiences, F2 – Investing in and maintaining high-quality infrastructure systems and public assets										
Financial Considerations	The proposal amount is \$75,770 is included in the 2023-2024 budget.										
Citizen Input/Board Review	N/A										

Legal Review	N/A
Alternative Options	N/A
Supporting Documents	The proposal from Ecosystem Planning and Restoration, LLC

RESOLUTION NO. 2023-R61

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND ECOSYSTEM PLANNING & RESTORATION FOR THE RIVER ROAD PARK BANK STABILIZATION PROJECT CONSTRUCTION ADMINISTRATION AND OVERSIGHT FOR AN AMOUNT NOT TO EXCEED \$75,770.00

WHEREAS, the City Council finds it necessary to enter into and manage an agreement for the River Road Bank Park Stabilization Project Construction Administration and Oversight;

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 agreement between the City of Boerne and Ecosystem Planning & Restoration for the River Road Park Bank Stabilization Project Construction Administration and Oversight for an amount not to exceed \$75,770.00.

PASSED and APPROVED on this the ____ day of August, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary

SCOPE OF WORK

River Road Park Bank Stabilization Project – Construction Administration and Oversight

Ecosystem Planning and Restoration LLC (CONSULTANT) is pleased to present this scope of work to **City of Boerne** (CLIENT) to provide **construction administration and oversight services** for the proposed site:

Site Name: **River Road Park – City of Boerne**
 County: **Kendall County**
 Project Components: **Construction Administration and Oversight**

STORMWATER

CONSTRUCTION SERVICES

- **Pre-Construction Services** – The CONSULTANT will review and answer questions from the Contractor for further clarification of any of any site and design plan related concerns prior to construction. The CONSULTANT will attend and assist with a pre-construction meeting. The CONSULTANT in collaboration with the CLIENT will develop project schedule and note Addendum 1 comments on plans prior to issuance of final construction plan set.
- **Construction Observation** – The CONSULTANT will provide construction observation to document the construction progressing consistent with the construction sequence and in accordance with the design plans and specifications and respond to RFI's. It is assumed construction will take up to 5 months to complete. A staff construction observer from EPR will be available to be on-site for half a day (4 hours counting travel time), once per week (total of 28 half-days) during construction. Terra Design will be available to be on-site for half a day (4 hours counting travel time), once per week (total of 36 half-days) during construction. Unintech will be available to be onsite during contraction up to 6 times as needed. All on-site construction observation performed by the CONSULTANT must be coordinated with CLIENT. This scope assumes that construction stake-out and the as-built survey and subsequent drawings will be provided by the contractor.
- **SWPPP Document** – The CONSULTANT will prepare the stormwater pollution prevention plan document for the project. This includes one hard copy notebook provided to the CLIENT and a digital PDF.
- **ADA Submittal** – Terra Design will prepare the ADA submittal required by the State. Terra Design will coordinate all related activities and deliverables.
- **Project Management** – The CONSULTANT will conduct general project management tasks throughout the duration of the project and participate in a kick-off meeting, and up to two (2) additional meetings with the City.

Deliverables:

- Documentation of on-site reviews in the form of meeting minutes and technical memos.
- Record Drawings will be maintained as the construction progresses to document any approved deviations from the design. A final sealed set of half size (11 in x 17 in) sheets will be developed upon the project completion and delivered in PDF format.
- SWPPP notebook and digital PDF.
- ADA Submittal

COST ESTIMATE

The total lump sum amount for this work shall be **\$75,770**. EPR will submit monthly invoices to CLIENT on a percent complete basis.

SCHEDULE

EPR will work with CLIENT to develop a formal project schedule once the Notice to Proceed (NTP) is received.



AGENDA ITEM SUMMARY

District Impacted

- 1 = Wolosin
- 2 = Wright
- 3 = Scott
- 4 = Boddie
- 5 = Macaluso
- All

	well as the proposed agreement for the next fiscal year (Attachment B)
Item Justification	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Customer Pull <input type="checkbox"/> Increase Revenue <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Master Plan Recommendation <input type="checkbox"/> Other:
Strategic Alignment	Focus Area: Safety & Security C1 – Offering quality customer experience. C3- Collaborating with community partners to enhance quality of life. B2- Advancing master plan recommendations.
Financial Considerations	The agreement is for the payment of \$35,000 to Hill Country Family Services, Inc. These funds are proposed in the FY2024 Electric Fund Budget.
Citizen Input/Board Review	N/A
Legal Review	City Attorney McKamie has reviewed and approved the Shared Services Agreement.
Alternative Options	N/A
Supporting Documents	3 rd Quarter Expense Report, HCFS Agreement

RESOLUTION NO. 2023-R62

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

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

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

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

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

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

PASSED, APPROVED, and ADOPTED on this the ____ day of August, 2023.

APPROVED:

Mayor

ATTEST:

City Secretary



MEMORANDUM

August 1, 2023

To: Ben Thatcher, City Manager

From: Steve Perez, Chief of Police

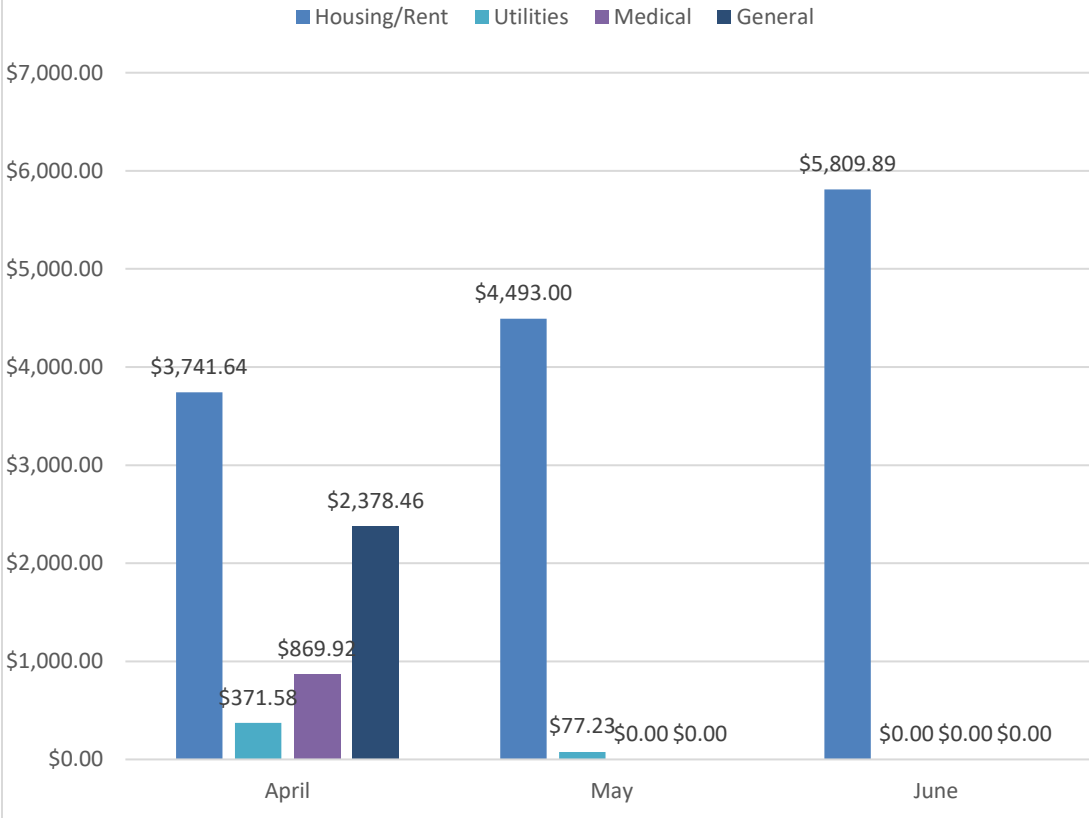
Subject: Hill Country Family Services Shared Services Agreement 2023

**Hill Country Family Services
Assistance for City Residents,
3rd Qtr. 2023**

	April	May	June	3rd Qtr. Total
Housing/Rent	\$3,741.64	\$4,493.00	\$5,809.89	\$14,044.53
Families	3	3	5	11
Utilities	\$371.58	\$77.23	\$0.00	\$448.81
Families	3	1	0	4
Medical	\$869.92	\$0.00	\$0.00	\$869.92
Families	2	0	0	2
General	\$2,378.46	\$0.00	\$0.00	\$2,378.46
Families	0	0	0	0
Youth & Edu.	0	\$0.00	\$0.00	\$0.00
Families	0	0	0	0

Total Amount Spent	\$17,741.72
Total Amount Received	\$8,750.00

Hill Country Family Services Assistance for City Residents 3rd Qtr. 2023



HCFS Assistance for City Residents 3rd Qtr. 2023 Amount Received - Amount Spent



**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 _____, 2023, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and Hill Country Family Services, hereinafter called Family Services, each acting herein by and through its duly authorized officers.

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE:

The parties hereto agree as follows:

1. Family Services will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. Family Services agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to Family Services THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) from the General Fund and Electric Fund. Payment shall be made in quarterly payments of \$8,750.00 beginning October 2023 and ending September 2024.
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, 2022 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, 2024, 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, 2024. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

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

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

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

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

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

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

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

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

ATTEST:

LORI CARROL
City Secretary

CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____

Hill Country Family Services

BY: _____
Chief Executive Officer



AGENDA ITEM SUMMARY

District Impacted

1 = Wolosin

2 = Wright

3 = Scott

4 = Boddie

5 = Macaluso

All

Agenda Date	<i>August 8th, 2023</i>		
Requested Action	RECEIVE THE CITY OF BOERNE’S CERTIFIED APPRAISAL 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 2023 for the purposes of calculating tax rates and building the City's budget.</p> <p>Attached is the Certified Appraisal Roll Values Summary for the 2023 tax year, along with the tax rate calculation, Notice About 2023 Tax Rates, and Certification of Additional Sales and Use Tax to Pay Debt Services, as required by Tax Code Section 26. The summary of the Certified Roll is presented as part of the budget process.</p> <p>The total increase to the 2023 appraisal roll certified appraised value before exemptions, freezes, and adjustments is \$841,590,540 (21%). The total exemptions increased 339,107,066 (35%) and the total net taxable value increased \$480,140,150 (20%).</p> <p>Included on the summary of the Certified Roll is the anticipated collection rate of 98% and the excess debt collections for FY 2023 of \$198,642.</p> <p>At the time of the agenda packet compilation, the supporting documents were not yet available. The documents will be made available online prior to the council meeting.</p>		
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ </td> </tr> </table>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____
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Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	N/A



AGENDA ITEM SUMMARY

District Impacted

1 = Wolosin

2 = Woolard

3 = Scott

4 = Boddie

5 = Macaluso

All

Agenda Date	<i>August 8, 2023</i>		
Requested Action	RECEIVE THE THIRD QUARTER FINANCIAL AND INVESTMENT REPORT FOR THE PERIOD ENDED JUNE 30, 2023		
Contact Person	Sarah Buckelew, CPA 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.		
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____ </td> </tr> </table>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____
<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____		
Financial Considerations	The City's Quarterly Financial and Investment Report for the nine months ended June 30, 2023 will be posted to the internet on the Finance webpage		
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 NINE MONTHS ENDED
JUNE 30, 2023***

CITY MANAGER:
BEN THATCHER

ASSISTANT CITY MANAGER:
KRISTY STARK
DANNY ZINCKE

FINANCE DIRECTOR:
SARAH BUCKELEW, CPA

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF REVENUES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL REVENUES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
TAXES	\$ 17,725,132	\$ 14,044,897	\$ (3,680,235)	79.24%
FINES	244,400	169,696	(74,704)	69.43%
LICENSES AND FEES	3,983,533	4,312,748	329,215	108.26%
INTERLOCAL/SHARED SERVICES	3,504,096	2,754,972	(749,124)	78.62%
OTHER REVENUES	2,544,470	2,397,751	(146,719)	94.23%
INTEREST	130,000	931,942	801,942	716.88%
GRANTS AND DONATIONS	8,000	41,170	33,170	514.63%
SUB - TOTAL	<u>\$ 28,139,631</u>	<u>\$ 24,653,177</u>	<u>\$ (3,486,454)</u>	87.61%
TRANSFER FROM OTHER FUNDS	180,000	135,000	(45,000)	75.00%
FUND BALANCE	408,986	-	(408,986)	0.00%
TOTAL REVENUES	<u><u>\$ 28,728,617</u></u>	<u><u>\$ 24,788,177</u></u>	<u><u>\$ (3,940,440)</u></u>	86.28%

GENERAL FUND SUMMARY

TOTAL REVENUE INCLUDING TRANSFERS	\$ 28,319,631	\$ 24,788,177	\$ (3,531,454)	87.53%
GENERAL FUND EXPENDITURES	28,728,617	19,773,638	8,954,979	68.83%
BUDGETED FUND BALANCE	408,986	-	(408,986)	0.00%
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 5,014,539</u>	<u>\$ 5,014,539</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 NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
ADMINISTRATION				
PERSONNEL	\$ 1,368,302	\$ 1,148,435	\$ 219,867	83.93%
PROFESSIONAL SERVICES	226,109	104,844	121,265	46.37%
GENERAL	507,192	435,162	72,030	85.80%
OTHER CONTRACTS	261,398	180,102	81,296	68.90%
NON-OPERATING	989,464	649,285	340,179	65.62%
CAPITAL OUTLAY	20,000	44,460	(24,460)	222.30%
TOTAL ADMINISTRATION	\$ 3,372,465	\$ 2,562,287	\$ 810,177	75.98%
STREET DEPARTMENT				
PERSONNEL	\$ 1,156,721	\$ 745,108	\$ 411,613	64.42%
SUPPLIES	250,800	130,669	120,131	52.10%
MAINTENANCE	354,498	171,720	182,778	48.44%
PROFESSIONAL SERVICES	169,220	41,942	127,278	24.79%
GENERAL	27,957	27,127	830	97.03%
CAPITAL OUTLAY	335,000	145,188	189,812	43.34%
TOTAL STREET DEPT	\$ 2,294,196	\$ 1,261,754	\$ 1,032,442	55.00%
LAW ENFORCEMENT				
PERSONNEL	\$ 6,029,171	\$ 4,209,221	\$ 1,819,950	69.81%
SUPPLIES	30,500	21,638	8,862	70.94%
MAINTENANCE	161,300	142,094	19,206	88.09%
GENERAL	243,534	161,689	81,845	66.39%
CAPITAL OUTLAY	267,017	279,531	(12,514)	104.69%
TOTAL LAW ENFORCEMENT	\$ 6,731,522	\$ 4,814,173	\$ 1,917,349	71.52%
FIRE DEPARTMENT				
PERSONNEL	\$ 2,991,836	\$ 2,156,372	\$ 835,464	72.08%
SUPPLIES	78,500	42,541	35,959	54.19%
MAINTENANCE	178,950	34,730	144,220	19.41%
PROFESSIONAL SERVICES	23,465	10,115	13,350	43.11%
GENERAL	280,268	149,745	130,523	53.43%
CAPITAL OUTLAY	121,786	8,317	113,469	6.83%
TOTAL FIRE DEPARTMENT	\$ 3,674,805	\$ 2,401,820	\$ 1,272,985	65.36%
DISPATCH				
PERSONNEL	\$ 1,404,284	\$ 1,039,962	\$ 364,322	74.06%
MAINTENANCE	47,360	7,665	39,695	16.18%
GENERAL	61,994	49,930	12,064	80.54%
TOTAL DISPATCH	\$ 1,513,638	\$ 1,097,557	\$ 416,081	72.51%

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
MUNICIPAL COURT				
PERSONNEL	\$ 286,711	\$ 195,532	\$ 91,179	68.20%
SUPPLIES	6,000	-	6,000	0.00%
MAINTENANCE	2,141	-	2,141	0.00%
PROFESSIONAL SERVICES/FEES	50,698	38,336	12,362	75.62%
GENERAL	23,457	9,319	14,138	39.73%
CAPITAL OUTLAY	7,500	7,568	(68)	100.91%
TOTAL MUNICIPAL COURT	\$ 376,507	\$ 250,755	\$ 125,752	66.60%
ANIMAL CONTROL				
PERSONNEL	\$ 349,113	\$ 232,625	\$ 116,488	66.63%
MAINTENANCE	30,320	-	30,320	0.00%
GENERAL	49,551	58,817	(9,266)	118.70%
TOTAL ANIMAL CONTROL	\$ 428,984	\$ 291,442	\$ 137,542	67.94%
CODE ENFORCEMENT				
PERSONNEL	\$ 536,821	\$ 327,643	\$ 209,178	61.03%
GENERAL	80,931	62,099	18,832	76.73%
TOTAL CODE ENFORCEMENT	\$ 617,752	\$ 389,742	\$ 228,010	63.09%
PLANNING				
PERSONNEL	\$ 1,009,808	\$ 763,780	\$ 246,028	75.64%
MAINTENANCE	32,400	25,780	6,620	79.57%
PROFESSIONAL SERVICES/FEES	158,738	151,333	7,404	95.34%
GENERAL	74,926	14,650	60,276	19.55%
CAPITAL OUTLAY	250	-	250	0.00%
TOTAL PLANNING	\$ 1,276,122	\$ 955,543	\$ 320,579	74.88%
INFORMATION TECHNOLOGY				
PERSONNEL	\$ 693,381	\$ 511,797	\$ 181,584	73.81%
SUPPLIES	3,000	1,943	1,057	64.75%
MAINTENANCE	1,048,701	738,201	310,500	70.39%
PROFESSIONAL SERVICES/FEES	55,000	43,550	11,450	79.18%
GENERAL	576,456	419,184	157,272	72.72%
CAPITAL OUTLAY	85,663	68,550	17,113	80.02%
TOTAL INFORMATION TECHNOLOGY	\$ 2,462,201	\$ 1,783,225	\$ 678,976	72.42%

CITY OF BOERNE, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL EXPENDITURES	VARIANCE FROM BUDGET	PERCENT OF BUDGET
SPECIAL PROJECTS				
PERSONNEL	\$ 306,473	\$ 226,763	\$ 79,710	73.99%
MAINTENANCE	3,000	157	2,843	5.22%
GENERAL	217,078	168,341	48,737	77.55%
TOTAL SPECIAL PROJECTS	\$ 526,551	\$ 395,260	\$ 131,291	75.07%
HUMAN RESOURCES				
PERSONNEL	\$ 363,669	\$ 258,601	\$ 105,068	71.11%
PROFESSIONAL SERVICES/FEES	8,500	9,215	(715)	108.41%
GENERAL	123,194	89,226	33,968	72.43%
TOTAL HUMAN RESOURCES	\$ 495,363	\$ 357,042	\$ 138,321	72.08%
LEGAL				
PROFESSIONAL SERVICES/FEES	325,000	238,105	86,895	73.26%
TOTAL LEGAL	\$ 325,000	\$ 238,105	\$ 86,895	73.26%
COMMUNICATIONS				
PERSONNEL	\$ 265,819	\$ 181,339	\$ 84,480	68.22%
MAINTENANCE	31,150	31,287	(137)	100.44%
GENERAL	49,952	25,936	24,016	51.92%
TOTAL COMMUNICATIONS	\$ 346,921	\$ 238,562	\$ 108,359	68.77%
DEVELOPMENT SERVICES				
PERSONNEL	\$ 1,136,730	\$ 791,969	\$ 344,761	69.67%
PROFESSIONAL SERVICES/FEES	503,400	147,431	355,969	29.29%
GENERAL	23,125	18,162	4,963	78.54%
TOTAL DEVELOPMENT SERVICES	\$ 1,663,255	\$ 957,562	\$ 705,693	57.57%
FACILITY MAINT				
PERSONNEL	\$ 808,089	\$ 621,484	\$ 186,605	76.91%
MAINTENANCE	306,502	248,102	58,400	80.95%
GENERAL	13,171	10,581	2,590	80.33%
CAPITAL OUTLAY	20,000	18,161	1,839	90.81%
TOTAL FACILITY MAINT	\$ 1,147,762	\$ 898,328	\$ 249,434	78.27%
FLEET MAINTENANCE				
PERSONNEL	\$ 443,535	\$ 317,440	\$ 126,095	71.57%
SUPPLIES	310,994	172,600	138,394	55.50%
MAINTENANCE	710,146	384,305	325,841	54.12%
GENERAL	10,898	6,136	4,762	56.30%
TOTAL FLEET MAINTENANCE	\$ 1,475,573	\$ 880,481	\$ 595,092	59.67%
TOTAL EXPENDITURES	\$ 28,728,617	\$ 19,773,638	\$ 8,954,979	68.83%

CITY OF BOERNE, TEXAS
HOTEL/MOTEL FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 925,000	\$ 692,857	\$ (232,143)	74.90%
Penalties	1,000	899	(101)	89.89%
Other Revenues	1,000	-	(1,000)	0.00%
TOTAL REVENUES	<u>927,000</u>	<u>693,756</u>	<u>(233,244)</u>	<u>74.84%</u>
EXPENDITURES				
Personnel	428,797	278,508	150,289	64.95%
Maintenance	1,000	327	673	32.69%
General	199,593	151,511	48,082	75.91%
Charges For Services	60,810	45,608	15,203	75.00%
Other Contracts	14,500	8,300	6,200	0.00%
Non-Operating	398,000	195,616	202,384	49.15%
Capital Outlay	4,300	-	4,300	0.00%
TOTAL EXPENDITURES	<u>1,107,000</u>	<u>679,869</u>	<u>427,131</u>	<u>61.42%</u>
 BUDGETED FUND BALANCE	 <u>180,000</u>	 <u>-</u>	 <u>(180,000)</u>	 <u>0.00%</u>
 SURPLUS (DEFICIT)	 <u>\$ -</u>	 <u>\$ 13,887</u>		

CITY OF BOERNE, TEXAS
PARKS FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 2,532,590	\$ 2,567,929	\$ 35,339	101.40%
Licenses and Fees	520,633	295,960	(224,673)	56.85%
Facility Fees/Leases	131,500	112,523	(18,977)	85.57%
Other Revenues	156,000	503,587	347,587	322.81%
Interest	2,000	97,127	95,127	4856.35%
Grants and Donations	2,500	250	(2,250)	10.00%
Transfers from other funds	55,000	41,250	(13,750)	75.00%
TOTAL REVENUES	<u>3,400,223</u>	<u>3,618,625</u>	<u>218,402</u>	<u>106.42%</u>
EXPENDITURES				
Parks:				
Personnel	2,116,949	1,198,304	918,645	56.61%
Supplies	18,500	12,522	5,978	67.69%
Maintenance	372,327	214,263	158,064	57.55%
General	313,173	234,538	78,635	74.89%
Charges For Services	208,318	156,239	52,080	75.00%
Other Contracts	30,000	22,500	7,500	75.00%
Transfer to Other Funds	1,300,000	975,000	325,000	75.00%
Capital Outlay	73,160	23,603	49,557	32.26%
Sub-Total Parks Expenditures	<u>4,432,427</u>	<u>2,836,968</u>	<u>1,595,459</u>	<u>64.00%</u>
Pool:				
Personnel	189,933	22,737	167,196	11.97%
Supplies	33,520	14,801	18,720	44.15%
Maintenance	30,000	29,805	195	99.35%
General	5,800	5,014	787	86.44%
Capital Outlay	25,000	24,378	622	97.51%
Sub-Total Pool Expenditures	<u>284,253</u>	<u>96,735</u>	<u>187,518</u>	<u>34.03%</u>
TOTAL EXPENDITURES	<u>4,716,680</u>	<u>2,933,703</u>	<u>1,782,977</u>	<u>62.20%</u>
BUDGETED FUND BALANCE	<u>1,316,457</u>	<u>-</u>	<u>(1,316,457)</u>	<u>0.00%</u>
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 684,922</u>		

CITY OF BOERNE, TEXAS
CEMETERY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Cemetery Revenues	\$ 135,000	\$ 121,870	\$ (13,130)	90.27%
Other Operating Revenues	200	-	(200)	0.00%
Restricted Revenues	30,500	40,140	9,640	131.61%
Interest	600	16,780	16,180	2796.69%
TOTAL REVENUES	<u>166,300</u>	<u>178,791</u>	<u>12,491</u>	<u>107.51%</u>
EXPENDITURES				
Supplies	3,000	-	3,000	0.00%
Maintenance	23,994	19,311	4,683	80.48%
General	23,481	14,762	8,719	62.87%
Transfer to Other Funds	57,825	41,250	16,575	71.34%
Capital Outlay	58,000	24,441	33,559	42.14%
TOTAL EXPENDITURES	<u>166,300</u>	<u>99,764</u>	<u>66,536</u>	<u>59.99%</u>
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 79,026</u>		

CITY OF BOERNE, TEXAS
LIBRARY FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 1,283,011	\$ 1,301,007	\$ 17,996	101.40%
Licenses and Fees	24,000	18,606	(5,394)	77.53%
Interlocal/Shared Services	344,553	217,925	(126,629)	63.25%
Facility Fees/Leases	2,200	2,688	488	122.16%
Other Revenues	3,150	48,269	45,119	1532.36%
Interest	1,000	25,537	24,537	2553.68%
Grants and Donations	41,335	16,317	(25,018)	39.47%
TOTAL REVENUES	<u>1,699,249</u>	<u>1,630,349</u>	<u>(68,900)</u>	<u>95.95%</u>
EXPENDITURES				
Personnel	1,216,908	870,500	346,409	71.53%
Supplies	6,500	4,245	2,255	65.31%
Maintenance	31,547	31,899	(352)	101.12%
General	283,269	277,525	5,744	97.97%
Charges For Services	128,425	96,319	32,106	75.00%
Capital Outlay	32,600	16,753	15,847	51.39%
TOTAL EXPENDITURES	<u>1,699,249</u>	<u>1,297,241</u>	<u>402,008</u>	<u>76.34%</u>
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 333,108</u>		

CITY OF BOERNE, TEXAS
ECONOMIC DEVELOPMENT FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Interest	\$ 2,500	\$ 50,061	\$ 47,561	2002.46%
Transfer from Other Funds	941,750	510,616	(431,134)	54.22%
TOTAL REVENUES	<u>944,250</u>	<u>560,677</u>	<u>(383,573)</u>	<u>59.38%</u>
EXPENDITURES				
Professional Services/Fees	15,000	-	15,000	0.00%
Other Contracts	896,550	473,937	422,613	52.86%
TOTAL EXPENDITURES	<u>944,250</u>	<u>473,937</u>	<u>470,313</u>	<u>50.19%</u>
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 86,740</u>		

CITY OF BOERNE, TEXAS
DEBT SERVICE FUND
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
REVENUES				
Taxes	\$ 1,600,302	\$ 1,740,358	\$ 140,056	108.75%
Interest	1,000	39,779	38,779	3977.95%
Transfers from other funds	1,456,089	1,092,067	(364,022)	75.00%
TOTAL REVENUES	<u>3,057,391</u>	<u>2,872,205</u>	<u>178,836</u>	<u>93.94%</u>
EXPENDITURES				
Fees	3,500	500	3,000	14.29%
Interest	1,056,392	559,081	497,311	52.92%
Principal	1,995,000	1,995,000	-	100.00%
Deposit to Escrow (Refunding)	2,499	-	2,499	0.00%
TOTAL EXPENDITURES	<u>3,057,391</u>	<u>2,554,581</u>	<u>502,810</u>	<u>84%</u>
BUDGETED FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	
SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ 317,623</u>		

CITY OF BOERNE, TEXAS
ELECTRIC UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 17,858,400	\$ 13,745,858	\$ (4,112,542)	76.97%
Transfer from other funds	644,247	-	(644,247)	0.00%
TOTAL OPERATING REVENUES	<u>18,502,647</u>	<u>13,745,858</u>	<u>(4,756,789)</u>	<u>74.29%</u>
Operating Expenses				
Personnel	2,571,888	1,628,232	943,656	63.31%
Cost of Goods/Services Sold	10,476,350	6,306,327	4,170,023	60.20%
Supplies	57,180	28,121	29,059	49.18%
Maintenance	270,835	268,863	1,972	99.27%
Professional Services/Fees	167,038	113,895	53,143	68.19%
General	408,781	305,087	103,694	74.63%
Shared Services	888,732	666,549	222,183	75.00%
Other Contracts	60,000	48,750	11,250	81.25%
Debt Service	69,928	-	69,928	0.00%
TOTAL OPERATING EXPENSES	<u>14,970,732</u>	<u>9,365,824</u>	<u>5,604,908</u>	<u>62.56%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	(2,810,568)	(1,099,397)	1,711,171	39.12%
Capital Outlay	(721,347)	(73,920)	647,427	10.25%
Transfer to QOL Reserve	(1,000,000)	(750,000)	250,000	75.00%
Gain on Sale of Asset	-	18,325	18,325	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(4,531,915)</u>	<u>(1,904,992)</u>	<u>2,626,923</u>	<u>42.04%</u>
Adjustments For Cash Flow Purposes:				
Transfer from QOL Reserves	1,000,000	1,000,000	-	0.00%
TOTAL CASH FLOW ADJUSTMENTS	<u>1,000,000</u>	<u>1,000,000</u>	<u>-</u>	<u>0.00%</u>
Income/(Loss)	-	3,475,042	3,475,042	
Unreserved Fund Balance at 10/1/22	<u>9,707,733</u>	<u>9,707,733</u>		
Ending Unreserved Fund Balance	<u>\$ 9,707,733</u>	<u>\$ 13,182,775</u>		

CITY OF BOERNE, TEXAS
WATER UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 8,107,811	\$ 5,625,612	\$ (2,482,199)	69.39%
Transfer from other funds	1,100,000	-	(1,100,000)	0.00%
Budgeted Fund Balance	664,557	-	(664,557)	0.00%
TOTAL OPERATING REVENUES	<u>9,872,368</u>	<u>5,625,612</u>	<u>(3,146,756)</u>	<u>56.98%</u>
Operating Expenses				
Personnel	1,739,961	1,543,498	196,463	88.71%
Cost of Goods/Services Sold	2,469,091	1,777,461	691,630	71.99%
Supplies	99,535	85,180	14,355	85.58%
Maintenance	342,070	157,769	184,301	46.12%
Professional Services/Fees	90,520	163,210	(72,690)	180.30%
General	397,230	335,123	62,107	84.37%
Shared Services	938,077	703,558	234,519	75.00%
Other Contracts	10,000	7,500	2,500	75.00%
TOTAL OPERATING EXPENSES	<u>6,086,484</u>	<u>4,773,299</u>	<u>1,313,185</u>	<u>78.42%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	(665,863)	(632,635)	33,228	95.01%
Capital Outlay	(3,120,021)	(306,169)	2,813,852	9.81%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(3,785,884)</u>	<u>(938,804)</u>	<u>2,847,080</u>	<u>24.80%</u>
Income/(Loss)	-	(86,492)	(86,492)	
Unreserved Fund Balance at 10/1/22	<u>5,176,346</u>	<u>5,176,346</u>		
Ending Unreserved Fund Balance	<u>\$ 5,176,346</u>	<u>\$ 5,089,854</u>		

CITY OF BOERNE, TEXAS
WASTEWATER UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	CURRENT BUDGET	ACTUAL ACTIVITY	VARIANCE FROM BUDGET	PERCENT OF BUDGET
Operating Revenues				
Current Revenues	\$ 7,427,059	\$ 5,215,641	\$ (2,211,418)	70.22%
Transfers from other funds	2,718,735	2,039,051	(679,684)	75.00%
Budgeted Fund Balance	72,159	72,159	-	0.00%
TOTAL OPERATING REVENUES	<u>10,217,953</u>	<u>7,326,851</u>	<u>(2,891,102)</u>	<u>71.71%</u>
Operating Expenses				
Personnel	1,789,396	1,233,496	555,900	68.93%
Cost of Goods/Services Sold	373,390	314,319	59,071	84.18%
Supplies	142,850	151,732	(8,882)	106.22%
Maintenance	442,470	366,472	75,998	82.82%
Professional Services/Fees	137,387	60,419	76,968	43.98%
General	608,393	526,436	81,957	86.53%
Shared Services	1,019,912	764,934	254,978	75.00%
Other Contracts	215,000	174,720	40,280	81.27%
Debt Service	2,608,330	400	2,607,930	0.02%
TOTAL OPERATING EXPENSES	<u>7,337,128</u>	<u>3,592,929</u>	<u>3,744,199</u>	<u>48.97%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	(10,575)	(7,931)	2,644	75.00%
Capital Outlay	(2,870,250)	(882,445)	1,987,805	30.74%
Gain on Sale of Asset	-	4,951	4,951	0.00%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(2,880,825)</u>	<u>(885,425)</u>	<u>1,995,400</u>	<u>30.74%</u>
Income/(Loss)	-	2,848,498	2,848,498	
Unreserved Fund Balance at 10/1/22	<u>9,040,668</u>	<u>9,040,668</u>		
Ending Unreserved Fund Balance	<u>\$ 9,040,668</u>	<u>\$ 11,889,165</u>		

CITY OF BOERNE, TEXAS
 STORMWATER FUND
 STATEMENT OF REVENUES AND EXPENSES
 BUDGET AND ACTUAL
 FOR THE NINE MONTHS ENDED JUNE 30, 2023
 (75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 630,000	\$ 623,084	\$ (6,916)	98.90%
Budgeted Fund Balance	2,440,462	-	(2,440,462)	0.00%
TOTAL OPERATING REVENUES	<u>3,070,462</u>	<u>623,084</u>	<u>(2,447,378)</u>	<u>20.29%</u>
Operating Expenses				
Professional Services/Fees	175,000	37,500	137,500	21.43%
General	18,100	6,805	11,295	37.59%
TOTAL OPERATING EXPENSES	<u>193,100</u>	<u>44,305</u>	<u>148,795</u>	<u>22.94%</u>
Non-Recurring (Expenses)/Revenues				
Capital Outlay	(2,877,362)	(859,473)	(2,017,889)	29.87%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(2,877,362)</u>	<u>(859,473)</u>	<u>(2,017,889)</u>	<u>29.87%</u>
Income/(Loss)	-	(280,694)	(280,694)	
Unreserved Fund Balance at 10/1/22	<u>843,152</u>	<u>843,152</u>		
Ending Unreserved Fund Balance	<u>\$ 843,152</u>	<u>\$ 562,458</u>		

CITY OF BOERNE, TEXAS
GAS UTILITY FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 4,340,892	\$ 4,173,097	\$ (167,795)	96.13%
Transfers from other funds	150,000	112,500	(37,500)	75.00%
Budgeted Fund Balance	9,312	9,312	-	0.00%
TOTAL OPERATING REVENUES	<u>4,500,204</u>	<u>4,294,909</u>	<u>(205,295)</u>	<u>95.44%</u>
Operating Expenses				
Personnel	1,289,800	848,177	441,623	65.76%
Cost of Goods/Services Sold	1,800,615	1,350,727	449,888	75.01%
Supplies	25,850	19,005	6,845	73.52%
Maintenance	145,850	111,666	34,184	76.56%
Professional Services/Fees	32,130	83,700	(51,570)	260.50%
General	146,615	96,205	50,410	65.62%
Shared Services	489,900	367,425	122,475	75.00%
Other Contracts	10,000	7,500	2,500	75.00%
Debt Service	188,267	-	188,267	0.00%
TOTAL OPERATING EXPENSES	<u>4,129,027</u>	<u>2,884,406</u>	<u>1,244,621</u>	<u>69.86%</u>
Non-Recurring (Expenses)/Revenues				
Transfers to Other Funds	(10,575)	(7,931)	(2,644)	75.00%
Capital Outlay	(360,602)	(409,565)	48,963	113.58%
TOTAL NON-RECURRING (EXPENSES)/REVENUES	<u>(371,177)</u>	<u>(417,496)</u>	<u>46,319</u>	<u>112.48%</u>
Income/(Loss)	-	993,007	993,007	
Unreserved Fund Balance at 10/1/22	<u>-</u>	<u>-</u>		
Ending Unreserved Fund Balance	<u>\$ -</u>	<u>\$ 993,007</u>		

CITY OF BOERNE, TEXAS
SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED JUNE 30, 2023
(75% OF FISCAL YEAR)

	<u>CURRENT BUDGET</u>	<u>ACTUAL ACTIVITY</u>	<u>VARIANCE FROM BUDGET</u>	<u>PERCENT OF BUDGET</u>
Operating Revenues				
Current Revenues	\$ 1,252,629	\$ 1,031,991	\$ (220,638)	82.39%
TOTAL OPERATING REVENUES	<u>1,252,629</u>	<u>1,031,991</u>	<u>(220,638)</u>	<u>82.39%</u>
Operating Expenses				
Cost of Goods/Services Sold	1,078,930	879,026	199,904	81.47%
General	30,699	52,832	(22,133)	172.10%
Other Contracts	143,000	13,500	129,500	9.44%
TOTAL OPERATING EXPENSES	<u>1,252,629</u>	<u>945,358</u>	<u>307,271</u>	<u>75.47%</u>
Income/(Loss)	-	86,633	86,633	
Unreserved Fund Balance at 10/1/22	<u>202,529</u>	<u>202,529</u>		
Ending Unreserved Fund Balance	<u>\$ 202,529</u>	<u>\$ 289,162</u>		

**City of Boerne
Investment Report
For the Quarter Ended June 30, 2023**

Interest Rate Comparison

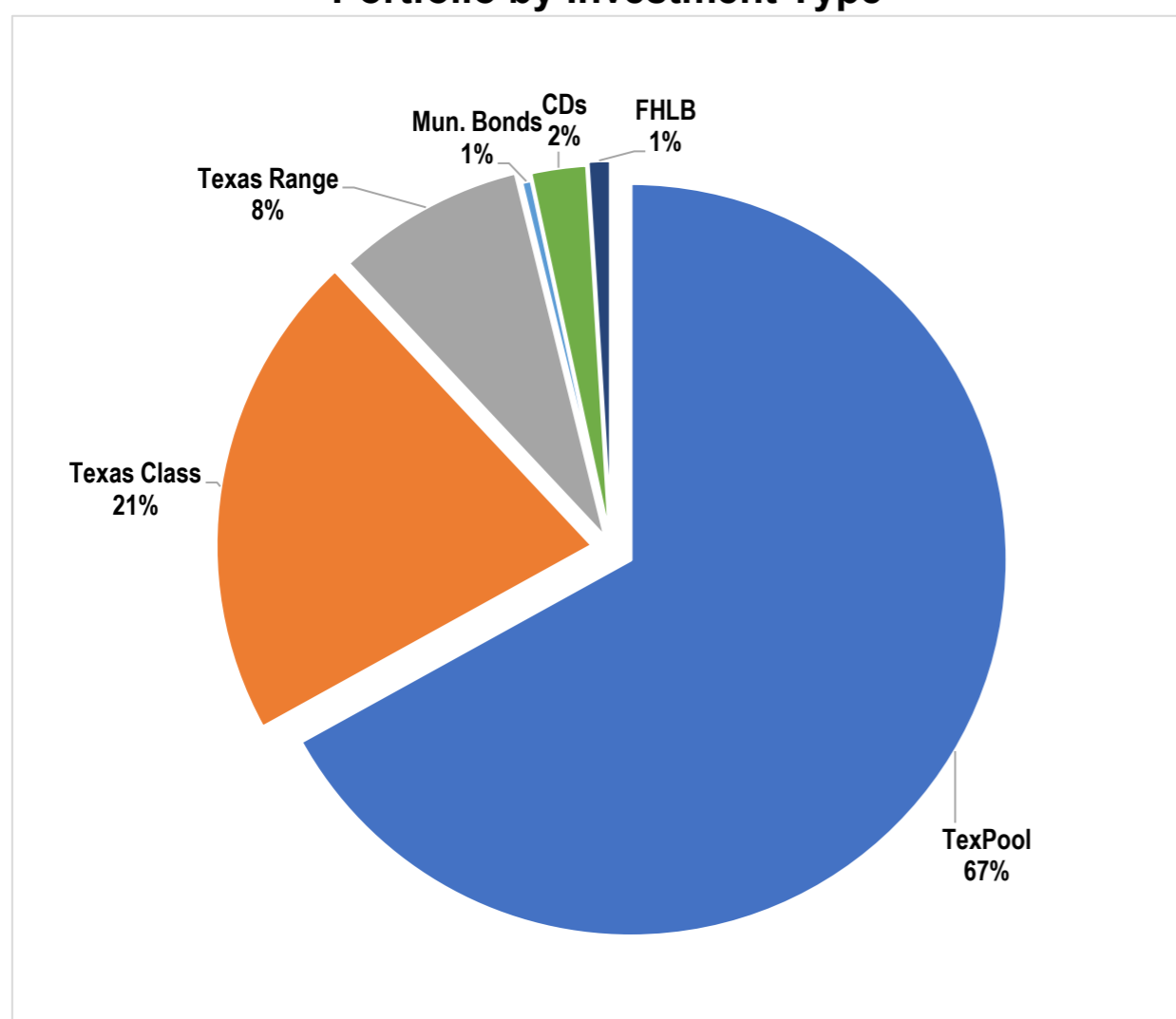
MONTH	CITY	3-MO T-BILL	6-MO T-BILL	1-YR T-BILL
DECEMBER	3.45%	4.04%	4.41%	4.41%
MARCH	4.35%	4.63%	4.75%	4.54%
JUNE	4.85%	5.10%	5.05%	4.78%
SEPTEMBER				

HIGH	4.85%	5.10%	5.05%	4.78%
LOW	3.45%	4.04%	4.41%	4.41%

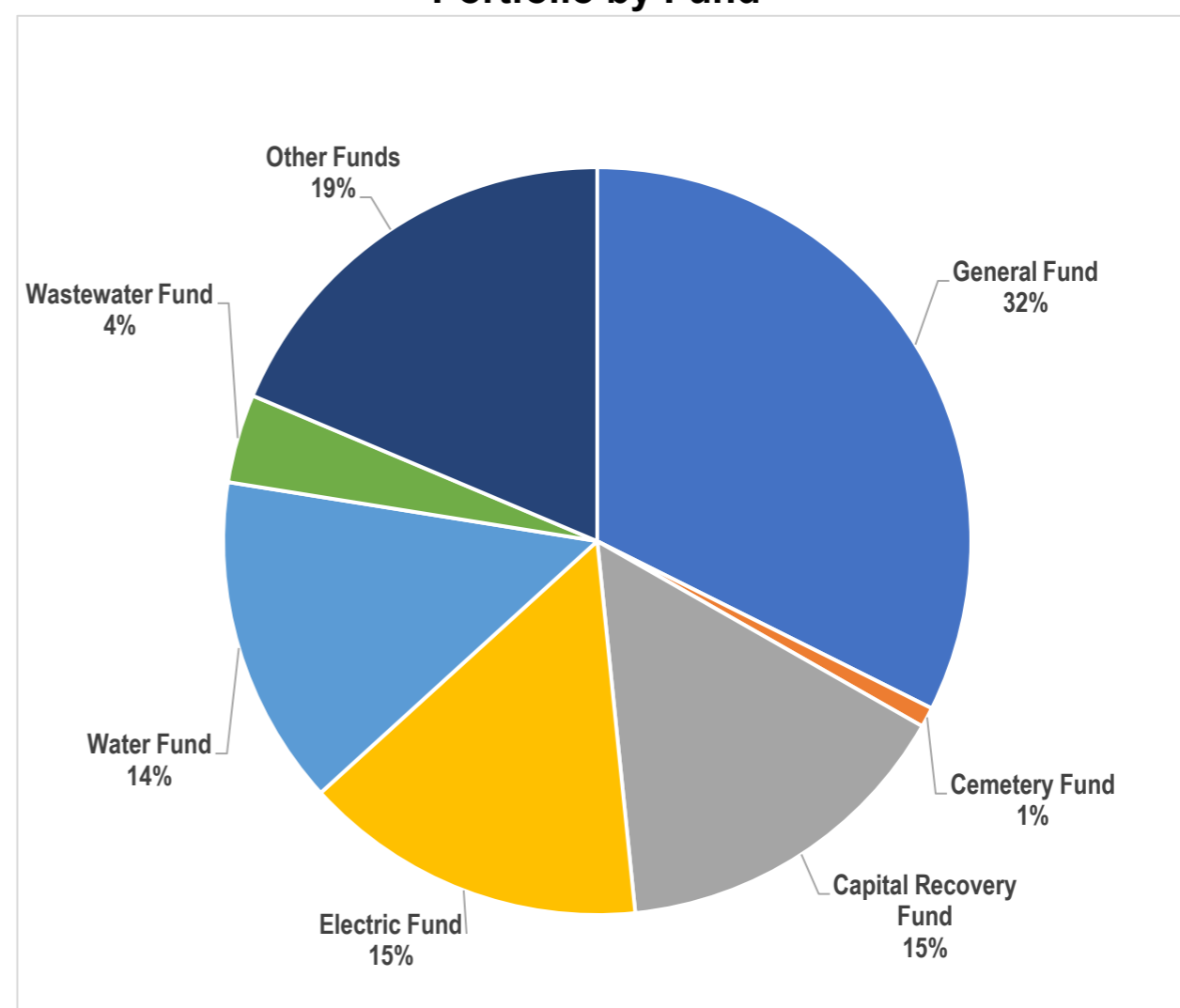
YEAR AVERAGE	4.22%	4.59%	4.74%	4.58%
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DESCRIPTION	BOOK VALUE	MARKET VALUE	QTD INTEREST	YTD INTEREST	WAIR	WAM
TexPool	68,441,214	68,441,214	823,049	2,097,262	4.952	21
Texas Class	21,516,160	21,516,160	275,439	706,338	5.168	81
Texas Range	8,307,255	8,307,255	101,927	259,618	4.960	25
TexStar	22,954	22,954	283	724	4.984	20
Certificates of Deposit	2,470,226	2,453,311	9,403	15,867	0.508	97
Municipal Bonds	442,759	424,147	3,914	33,131	1.490	34
Agency Bonds	1,000,000	982,107	1,563	12,375	2.163	193
Total Investments	102,200,567	102,147,148	1,215,577	3,125,316	4.85	38

Portfolio by Investment Type



Portfolio by Fund



Investment Inventory
For the Quarter Ended June 30, 2023

DESCRIPTION	MATURITY DATE	INTEREST RATE	BOOK VALUE	MARKET VALUE	QTD INTEREST	YTD INTEREST
General Fund						
TexPool	N/A	N/A	24,997,457	24,997,457	306,136	732,063
Texas Class	N/A	N/A	1,702,740	1,702,740	21,798	57,118
Texas Range	N/A	N/A	4,632,100	4,632,100	56,468	141,366
TexStar	N/A	N/A	22,954	22,954	283	724
Financial Federal Savings	12/19/2022	0.400	-	-	-	995
T Bank	7/27/2023	0.250	248,000	248,000	-	-
BMW BK of NA	11/22/2022	1.800	-	-	-	2,223
Thornton Dev Auth	12/1/2022	5.000	-	-	-	6,250
Calhoun CO	12/1/2022	0.500	-	-	-	713
Murphy-Wall St Bk & Trust	6/28/2023	0.300	-	-	74	223
Federal Home Loan Bank	2/22/2024	0.625	500,000	484,288	1,563	3,125
Prospect Bank	4/26/2023	0.300	-	-	1,488	1,488
First National Bank Spearman	7/27/2023	0.250	248,000	248,000	-	-
NY Community Bank	11/9/2023	0.250	244,755	240,548	304	613
GBC International Bank	7/27/2023	0.250	248,000	248,000	-	-
First Bank of Ohio	8/11/2023	0.300	248,000	248,000	-	-
American Exp Natl Bk CD	6/29/2023	2.900	-	-	7,105	7,105
Total General Fund			33,092,006	33,072,087	395,218	954,005
Cemetery Fund						
TexPool Operating	N/A	N/A	525,740	525,740	6,439	16,609
TexPool Endowment	N/A	N/A	22,506	22,506	276	711
Texas Class Endowment	N/A	N/A	335,233	335,233	4,291	11,245
Wells Fargo Bank NA	10/18/2022	1.900	-	-	-	383
Total Cemetery Endowment			883,479	883,479	11,006	28,948
Capital Recovery Fund						
TexPool	N/A	N/A	13,928,405	13,928,405	170,086	422,842
Texas Class	N/A	N/A	838,083	838,083	10,729	28,113
Cook Cnty IL Sch Dist 101	11/1/2022	3.000	-	-	-	2,550
Bedford Park II Tax Inc Rev	12/30/2022	3.900	-	-	-	9,750
Vance Govt Etc Rev	6/1/2023	0.800	-	-	740	1,480
Oklahoma Dev Fin Auth	6/1/2023	0.950	-	-	1,924	3,848
Gary IN Cmnty Sch	7/15/2023	4.000	197,759	180,027	-	3,600
Federal Home Loan Bank	9/27/2023	3.700	500,000	497,819	-	9,250
Total Capital Recovery Fund			15,464,247	15,444,334	183,479	481,433
Electric Fund						
TexPool - Revenue Bds Int Sink Fund	N/A	N/A	148,938	148,938	1,824	7,628
TexPool - Operating	N/A	N/A	3,672,242	3,672,242	44,973	116,921
TexPool - Capital Reserve	N/A	N/A	3,242,183	3,242,183	40,752	113,241
TexPool - Rate Reserve	N/A	N/A	711,472	711,472	8,713	22,476
Texas Class	N/A	N/A	2,512,740	2,512,740	32,167	84,289
Texas Range	N/A	N/A	3,675,155	3,675,155	45,459	118,252
Western Alliance	7/14/2023	0.250	248,000	248,000	-	-
CFG Community Bank	7/14/2023	0.300	248,000	248,000	-	-
Global Bank	9/20/2023	0.350	248,000	248,000	-	-
Pennsylvania Turnpike	12/1/2022	2.111	-	-	-	1,583
Carlstadt Borough GO	6/15/2023	1.000	-	-	1,250	2,500
Wells Fargo Nat Bk	1/17/2023	1.900	-	-	-	1,556
Greenstate CR Union	6/17/2024	0.450	245,000	233,489	278	825
Goldman Sachs	8/21/2023	0.250	244,471	243,273	154	458
Total Electric Fund			15,196,200	15,183,492	175,570	469,730
Water Fund						
TexPool - Operating	N/A	N/A	1,302,219	1,302,219	15,948	41,138
TexPool - W/WWTP Capital Reserve	N/A	N/A	9,014,477	9,014,477	110,397	284,776
Texas Class - Operating	N/A	N/A	2,916,001	2,916,001	37,329	97,817
Texas Class - W/WWTP Capital Reserve	N/A	N/A	1,119,927	1,119,927	14,337	37,568
Midland ISD - Ref	2/15/2023	0.320	-	-	-	-
Carpinteria CA Ref	8/1/2023	0.700	245,000	244,120	-	858
Total Water Fund			14,597,624	14,596,744	178,011	462,157

DESCRIPTION	MATURITY DATE	INTEREST RATE	BOOK VALUE	MARKET VALUE	QTD INTEREST	YTD INTEREST
Wastewater Fund						
TexPool	N/A	N/A	1,576,528	1,576,528	19,307	66,966
Texas Class	N/A	N/A	2,344,227	2,344,227	30,010	78,637
Total Wastewater Fund			3,920,754	3,920,754	49,317	145,603
Other Funds						
Hotel/Motel	N/A	N/A	-	-	-	-
Park	N/A	N/A	4,330,211	4,330,211	38,537	97,127
Library	N/A	N/A	808,356	808,356	9,900	25,537
Economic Development	N/A	N/A	1,825,789	1,825,789	22,360	57,678
Capital Projects Construction	N/A	N/A	5,047,976	5,047,976	64,622	153,915
Debt Service	N/A	N/A	430,052	430,052	5,122	39,744
Gas	N/A	N/A	1,175,179	1,175,179	13,346	28,761
Garbage	N/A	N/A	729,460	729,460	8,934	23,044
American Resue Plan	N/A	N/A	-	-	-	-
Stormwater	N/A	N/A	4,699,233	4,699,233	60,157	157,635
Total Other Funds			19,046,256	19,046,256	222,977	583,442
Total All Funds			102,200,567	102,147,148	1,215,577	3,125,316

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The Alamo Area Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 18 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 City of Boerne (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the City of Boerne PSAP(s) located at, Boerne Police Department, 124 Old San Antonio Road, Boerne, TX 78006;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Local Government and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials or designee in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio TX 78217

The Local Government's address is:

City of Boerne
447 N Main Street
Boerne, TX 78006

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, neither party shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17: Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Alamo Area Council of Governments

DocuSigned by:
By: Diane Rath
575164BG7AF4426...

Printed Name: Diane Rath

Title: Executive Director

Date: 7/28/2023

City of Boerne

DocuSigned by:
By: Frank Ritchie
8A784C3C519E42F...

Printed Name: Frank Ritchie

Title: Mayor of Boerne

Date: 8/4/2023

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at City of Boerne, TX, in Kendall County, to be the property of AACOG, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Alamo Area Council of Governments

DocuSigned by:
By: *Diane Rath*
575164BC7AF4426...

Printed Name: Diane Rath

Title: Executive Director

Date: 7/28/2023

City of Boerne

DocuSigned by:
By: *Frank Ritchie*
8A784C3C519E42F...

Printed Name: Frank Ritchie

Title: Mayor of Boerne

Date: 8/4/2023

Inventory - COG Name	County	Item#	Hardware Type	Inventory - Description	Inventory - Manufacturer	Inventory Manufacturer Part#	InventorySerial#	Inventory Installed
AACOG	Boerne PD	19133	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321H2B	8/9/2021
AACOG	Boerne PD	19134	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321GYL	8/9/2021
AACOG	Boerne PD	19135	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321H2C	8/9/2021
AACOG	Boerne PD	19136	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321GYH	8/9/2021
AACOG	Boerne PD	19137	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321HGR	8/9/2021
AACOG	Boerne PD	19138	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321H29	8/9/2021
AACOG	Boerne PD	19139	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321HGV	8/9/2021
AACOG	Boerne PD	19222	Monitor	22in LED Monitor - WS	HP	1JS05A8#ABA	6CM9321H0T	11/17/2021
AACOG	Boerne PD	20673	Router - WAN Workstation -	4G Router - boernepd-r2	Cisco	C8200-1N-4T V02	FJC26382BQA	3/8/2023
AACOG	Boerne PD	14278	Analytics Stats PC	Analytics Stats PC AVPN Router -	HP	4HV00US#ABA	2UA84325F5	11/1/2021
AACOG	Boerne PD	20672	Router - WAN	boernepd-r1	Cisco	C8200-1N-4T V02	FJC26382BU7	3/8/2023
AACOG	Boerne PD	19128	Ethernet Switch	Ethernet Switch (24 Port) - 1A	Cisco	WS-C2960X-24TS-L V	FJC24461KBK	8/9/2021
AACOG	Boerne PD	19129	Ethernet Switch	Ethernet Switch (24 Port) - 1B	Cisco	WS-C2960X-24TS-L V	FJC24461KH9	8/9/2021
AACOG	Boerne PD	19131	Gateway - FXO	Gateway - FXO1A (4 Port)	AudioCodes	GGWV00680	D12799751	8/9/2021
AACOG	Boerne PD	19132	Gateway - FXO	Gateway - FXO1B (4 Port)	AudioCodes	GGWV00680	D12705925	8/9/2021

AACOG	Boerne PD	19148	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19149	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19150	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19151	Genovation Keypad - USB	Genovation Inc.	5.96E+15	8/9/2021
AACOG	Boerne PD	19580	Network Interface Module	Cisco	74-116159-01	8/9/2021
AACOG	Boerne PD	19143	PortServer TS4	Digi	50000836-15S	8/9/2021
AACOG	Boerne PD	19141	RS-232 Data Sharer (2 Port)	Black Box	5242866-0126	8/9/2021
AACOG	Boerne PD	17638	RS-232 Data Sharer (8 Port) RJ-11	Black Box	5245226-0007	11/2/2020
AACOG	Boerne PD	19156	SAM	Motorola Solutions	23889 C	8/9/2021
AACOG	Boerne PD	19157	SAM	Motorola Solutions	23890 C	8/9/2021
AACOG	Boerne PD	19158	SAM	Motorola Solutions	23891 C	8/9/2021
AACOG	Boerne PD	19159	SAM	Motorola Solutions	23892 C	8/9/2021
AACOG	Boerne PD	19144	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19145	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19146	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19147	SAM Ext Speaker Kit	Motorola	4210022G-12-SR03	8/9/2021
AACOG	Boerne PD	19160	SAM Jack Box	Motorola Solutions	WV100134 WSC-19160	8/9/2021

AACOG	Boerne PD	19161 SAM Jack Box	SAM Jack Box	Motorola Solutions	WSC-19161	8/9/2021
AACOG	Boerne PD	19162 SAM Jack Box	SAM Jack Box	Motorola Solutions	WSC-19162	8/9/2021
AACOG	Boerne PD	19163 SAM Jack Box	SAM Jack Box	Motorola Solutions	WSC-19163	8/9/2021
AACOG	Boerne PD	19130 Surge Arrester	Secondary Surge Arrester	Circa Eaton	836933	8/9/2021
AACOG	Boerne PD	19637 UPS - 9PXM	UPS - 4-20KVA (9PXM)	Powerware	9PXM08AAXXX	6/16/2022
AACOG	Boerne PD	19647 Battery Pack	UPS - Internal Battery Pack	Eaton	BF08M17308	6/16/2022
AACOG	Boerne PD	19648 Battery Pack	UPS - Internal Battery Pack	Powerware	BQ263Y1309	6/16/2022
AACOG	Boerne PD	19649 Battery Pack	UPS - Internal Battery Pack	Eaton	P-103002954	6/16/2022
AACOG	Boerne PD	19650 Battery Pack	UPS - Internal Battery Pack	Powerware	P-103002954	6/16/2022
AACOG	Boerne PD	19630 gen 2	UPS - Environmental Monitoring Probe- gen 2	Eaton	BQ263Y1312	6/16/2022
AACOG	Boerne PD	19623 Card	UPS - Network-MS Card	Eaton	P-103002954	6/16/2022
AACOG	Boerne PD	19616 Power Module	UPS - Split Phase Power Module (9PXM)	Powerware	744-A4026	6/16/2022
AACOG	Boerne PD	19608 Transfer Switch	UPS - Automatic Transfer Switch (9PXM)	Powerware	PB13M04LB0	6/16/2022
AACOG	Boerne PD	20684 Modem	WAN - Wireless Modem	Powerware	744-A3983	6/16/2022
AACOG	Boerne PD	19152 Workstation - PC	Workstation - PC	Eaton	730-06185	6/16/2022
AACOG	Boerne PD	19153 Workstation - PC	Workstation - PC	Powerware	R286M12059	6/16/2022
AACOG	Boerne PD	19154 Workstation - PC	Workstation - PC	Powerware	P-103002142	6/16/2022
AACOG	Boerne PD	19152 Workstation - PC	Workstation - PC	Sierra Wireless	1104071 N62084002402B23	10/26/2022
AACOG	Boerne PD	19153 Workstation - PC	Workstation - PC	HP	9MZ45UP#ABA	8/9/2021
AACOG	Boerne PD	19154 Workstation - PC	Workstation - PC	HP	9MZ45UP#ABA	8/9/2021
AACOG	Boerne PD	19154 Workstation - PC	Workstation - PC	HP	9MZ45UP#ABA	8/9/2021

8/9/2021

MXL0424229

9MZ45UP#ABA

HP

Workstation - PC

19155 Workstation - PC

Boerne PD

AACOG

Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between Alamo Area Council of Governments (RPC) and Boerne Police Department (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: Yes No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

Section 1.0 - Scope:

As required by the Contract for 9-1-1 Services, RPC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

Section 2.0 - Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and RPC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying RPC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C Scope of Work (continued)

2.1.2 RPC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use. RPC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. RPC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of RPC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by RPC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 RPC shall practice and require preventive maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify RPC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify RPC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

Attachment C

Scope of Work (continued)

2.3.5 Local Government may call for technical assistance or make trouble reports by calling Western States Communications at 888-414-2738. In addition, the Local Government may use email to request routine maintenance at support@wscicom.com.

2.4 Supplies:

RPC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by RPC training staff, or as determined by the Local Government.

2.5.2 Notify RPC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas Commission on Law Enforcement (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to RPC

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.

2.5.5 Ensure that all telecommunicators abide by TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

Attachment C Scope of Work (continued)

2.6.3 RPC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis.

2.7 Operations:

Local Government shall:

- 2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.
- 2.7.2 Provide upon request any testing documentation or applicable paperwork required by RPC within 24 hours.
- 2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to RPC in writing or by email.
- 2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.
- 2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to RPC at least 15 days prior to change.
- 2.7.6 PSAP must submit a written request for all Manual ALI query to RPC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.
- 2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to RPC upon request.
- 2.7.8 Comply with RPC policy and procedures for PSAP moves/changes.

Attachment C Scope of Work (continued)

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Local Government and counties/cities shall:

- 2.8.1 Provide physical addresses requested as per local ordinances and/or subdivision regulations.
- 2.8.2 Verify or correct 9-1-1 ALI database information for accuracy as requested by RPC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.
- 2.8.3 Make sure PSAPs provide needed information to complete 9-1-1 ALI discrepancy reports.
- 2.8.4 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.
- 2.8.5 Provide available site address points, road centerline and provisioning boundary changes as needed.
- 2.8.6 Provide boundary changes affecting: law, fire, EMS, PSAP and ESN layers.
- 2.8.7 Resolve any discrepancies, including critical errors, as provided by RPC generated from GeoComm as needed.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Call data which may not be captured by CPE and MIS systems
Planning for relocation or remodeling which may impact the reliability or delivery of a 911 call.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per quarter;
3. Certification of TTY/TDD testing once every six months; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

RPC personnel will conduct site visits at least four (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: <https://www.csec.texas.gov/s/statutes>

2. Commission Rules: <https://csec.texas.gov/s/rules/>

3. Commission Program Policy Statements: <https://www.csec.texas.gov/s/program-policy-statements>

Attachment F Acronyms

AACOG-	Alamo Area Council of Governments
ADA -	Americans with Disabilities Act of 1990
ALI -	Automatic Location Identification
ANI -	Automatic Number Identification
APCO -	Association of Public-Safety Communications Officials
CPE -	Customer Premise Equipment
CSEC -	Commission on State Emergency Communications
DBMS -	Database Management System
DBMSP-	Database Management System Provider
EMS -	Emergency Management System
GPS -	Global Positioning System
GIS -	Geographic Information System
MSAG -	Master Street Address Guide
NENA -	National Emergency Number Association
NRF -	No Record Found
PPS -	Program Policy Statements
PSAP -	Public Safety Answering Point / Local Government
RPC -	Regional Planning Commissions
RTX -	Re-transmit / Re-bid
TCOLE -	Texas Commission on Law Enforcement Education
TDD -	Telecommunications Device for the Deaf
TNCR -	Telephone Number Change Request
TTY -	Teletypewriter
UGMS -	Uniform Grant Management Systems
UPS -	Uninterruptible Power Supply