

**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 North Main Street**  
**Boerne, TX 78006**  
**JUNE 11, 2024 – 6:00 PM**

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

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

1. CALL TO ORDER – 6:00 PM

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. CONSENT AGENDA:

- A.     [2024-286](#)     CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF MAY 28, 2024.

**Attachments:**     [Minutes.24.0528](#)

- B. [2024-275](#) CONSIDER ON SECOND READING ORDINANCE NO. 2024-07; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3-2, ZONING MAP, GRANTING HISTORIC LANDMARK DESIGNATION TO 717 N. MAIN STREET, BOERNE, TEXAS (KAD NO. 19840) IN A C3, COMMUNITY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.

**Attachments:** [AIS - 717 N Main Second Reading Ordinance No. 2024-07](#)  
[Public hearing notice 717 N Main](#)  
[Att 1 - Location Map - 717 N Main](#)  
[Att 2 - Street View - 717 N Main](#)  
[Att 3 - Historic Landmark Application](#)  
[Att 4 - Excerpt of the HLC Meeting Minutes](#)  
[Att 5 - Excerpt of the P&Z Meeting Minutes](#)

- C. [2024-274](#) CONSIDER RESOLUTION NO. 2024-R43; A RESOLUTION TO ENTER INTO AN INTER LOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND BOERNE INDEPENDENT SCHOOL DISTRICT (BISD) FOR THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM.

**Attachments:** [City council presentation 2024 SRO contract](#)  
[Resolution No. 2024-R43](#)  
[City of Boerne SRO Agreement \(COB 2024 final\)](#)

- D. [2024-287](#) CONSIDER THE MAYORAL RE-APPOINTMENT OF JOSH SURLEY TO THE ZONING BOARD OF ADJUSTMENTS.

**Attachments:** [AIS BOA appt](#)

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A.     [2024-276](#)     PUBLIC HEARING AND CONSIDER ON FIRST READING  
ORDINANCE NO. 2024-08; AN ORDINANCE ANNEXING  
APPROXIMATELY 71.474 ACRES BEING A PORTION OF  
RIGHT-OF-WAY ON WEST STATE HIGHWAY 46 AND A PORTION  
OF WEST STATE HIGHWAY 46 (KAD NO. 307605) INTO THE CITY  
OF BOERNE, KENDALL COUNTY, TEXAS, AND EXTENDING THE  
BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID  
HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS,  
AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY  
ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND  
BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES,  
RESOLUTIONS, AND REGULATIONS OF SAID CITY.

**Attachments:**     [AIS - Spencer Ranch Area 5 First Reading](#)  
[Ordinance No. 2024-08](#)  
[Public Hearing 24.0611 annexation area 5 Spencer Ranch](#)  
[Area5 - Exhibit A - Annexation 0.354 of one acre](#)  
[Area5 - Exhibit B](#)  
[Area5 - Exhibit B Legal - 71.12 Acres](#)  
[Spencer Ranch Area 5 and ROW](#)  
[Exhibit C. Spencer Ranch Agreement Executed Jun1621](#)

- B.     [2024-291](#)     PUBLIC HEARING AND CONSIDER ON FIRST READING  
ORDINANCE NO. 2024-09; AN ORDINANCE OF THE CITY OF  
BOERNE, TEXAS DIS-ANNEXING .082 +/- ACRE TRACT OF LAND  
LOCATED AT 33565 IH 10 WEST FROM THE CORPORATE LIMITS  
OF THE CITY; AUTHORIZING NECESSARY ACTIONS; PROVIDING  
THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL  
ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE. (at the request of property  
owners Chad and Kerri Properties LP)

**Attachments:**     [AIS Carpenter Deannexation First Reading](#)  
[Ordinance No. 2024-09](#)  
[Disannexation Petition Chad and Kerri Properties](#)  
[Public Hearing 24.0611 disannexation](#)  
[Aerial Map no City Limits](#)  
[Annexation Ordinance No 2019-28](#)

## 6. CITY MANAGER'S REPORT:

- A. [2024-292](#) INTRODUCTION OF NEW LIBRARY DIRECTOR NATALIE SHULTS
- B. [2024-289](#) PRESENTATION OF PROPOSED UPDATES TO THE UNIFIED DEVELOPMENT CODE

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

## 4. ADJOURNMENT

Approved:

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the 7 day of June,  
2024 at 3:00 p.m.

Attest:

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s/s Lori A. Carroll  
City Secretary

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS**

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

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

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

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
**RONALD C. BOWMAN CITY COUNCIL CHAMBERS**  
**447 North Main Street**  
**Boerne, TX 78006**  
**May 28, 2024 – 6:00 PM**

**Present:**       5 - Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council Member Quinten Scott, Council Member Bret A. Bunker, and Council Member Joseph Macaluso

**Absent:**        1 - Council Member Sharon D. Wright

**Staff Present:** Ben Thatcher, Siria Arreola, Sarah Buckelew, Jeff Carroll, Lori Carroll, Nathan Crane, Mike Mann, Mick McKamie, Natalie Morgan, Mike Raute, Chris Shadrock, Kristy Stark, Jeanette Teague, and Larry Woods.

**Recognized/Registered Guests:** Keri Sandvig, Emily Kirchner, Jeffrey Berwell, Susan Friar, Carlin Friar, Ashlyn Booth, Will Shipman, Heather Bateman, Joe Bateman, Sandy Scott, Renee Macaluso.

**1. CALL TO ORDER – 6:00 PM**

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

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

**2. CONFLICTS OF INTEREST**

No conflicts were declared.

**3. ADMINISTER OATH OF OFFICE TO COUNCIL MEMBER DISTRICT 1, 3, AND 5.**

**BREAK FOR RECEPTION IN CITY HALL LOBBY - 15 MINUTES.**

Mayor Ritchie called on Lori Carroll, City Secretary to administer the oaths of office to Council Member Ty Wolosin, District 1; Council Member Quinten Scott,

District 3; and Council Member Joe Macaluso, District 5.

Mayor Ritchie called for a short break.

Mayor Ritchie convened the meeting at 6:20 p.m.

**4. CONSIDER ELECTION OF THE OFFICE OF MAYOR PRO-TEM FOR THE PERIOD OF MAY 2024 - MAY 2025.**

Mayor Ritchie called on Lori Carroll, City Secretary to provide requirements of the Mayor Pro-Tem as referenced in the City of Boerne's Home Rule Charter.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER MACALUSO, TO ELECT COUNCIL MEMBER TY WOLOSIN TO THE OFFICE OF MAYOR PRO-TEM FOR THE PERIOD OF MAY 2024 - MAY 2025. THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

**5. PUBLIC COMMENTS:**

No comments were received.

**6. CONSENT AGENDA:**

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

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

**A. CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF MAY 14, 2024.**

THE MINUTES WERE APPROVED.

- B. CONSIDER ON SECOND READING ORDINANCE NO. 2024-06; AN ORDINANCE AMENDING ORDINANCE NO. 2002-13, PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY OF BOERNE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION TO INCLUDE THE DETAIL DRAWINGS AND UPDATES TO REFLECT CHANGES FROM THE ENGINEERING DESIGN MANUAL, UNIFIED DEVELOPMENT CODE, AND PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES; PROVIDING FOR WAIVER OR THE MODIFICATION OF SUCH STANDARDS; PROVIDING FOR AN ADMINISTRATIVE APPEAL; PROVIDING FOR REVISION OF SUCH STANDARDS; PROVIDING FOR A PENALTY NOT TO EXCEED ONE THOUSAND (\$1,000.00) DOLLARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION. (Update to the Standard Specifications for Public Works Construction.)**

THE ORDINANCE WAS APPROVED.

- C. CONSIDER RESOLUTION NO. 2024-R37; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE THE SECOND AMENDED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF BOERNE AND DSL HOLDINGS, LLC.**

THE RESOLUTION WAS APPROVED.

- D. CONSIDER RESOLUTION NO. 2024-R38; A RESOLUTION AUTHORIZING THE PURCHASE OF AUDIO VIDEO EQUIPMENT UPGRADES AND INSTALLATION AT THE POLICE AND FIRE TRAINING ROOMS FROM BRANSON DESIGN GROUP FOR AN AMOUNT NOT TO EXCEED \$94,203.00.**

THE RESOLUTION WAS APPROVED.

**REGULAR AGENDA:**

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

- A. RECEIVE THE RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION, HOLD A PUBLIC HEARING, AND CONSIDER**

ON FIRST READING ORDINANCE NO. 2024-07; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3-2, ZONING MAP, GRANTING HISTORIC LANDMARK DESIGNATION TO 717 N. MAIN STREET, BOERNE, TEXAS (KAD NO. 19840) IN A C3, COMMUNITY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE. (Historic Landmark Designation - One of one public hearing)

Mayor Ritchie called on Nathan Crane, Planning Director to provide the history and description of the property located at 717 North Main Street. Director Crane also provided the benefits of preserving the historical, cultural, and educational value of the property.

Mayor Ritchie opened the Public Hearing at 6:25 p.m.

No comments were received.

Mayor Ritchie closed the Public Hearing at 6:25 p.m.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MACALUSO, TO RECEIVE THE RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION, AND APPROVE ON FIRST READING ORDINANCE NO. 2024-07; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3-2, ZONING MAP, GRANTING HISTORIC LANDMARK DESIGNATION TO 717 N. MAIN STREET, BOERNE, TEXAS (KAD NO. 19840) IN A C3, COMMUNITY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE. THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

## 8. RESOLUTIONS:

- A. CONSIDER RESOLUTION NO. 2024-R39; A RESOLUTION INCREASING THE BUDGET FOR FISCAL YEAR 2024 FROM \$50,000.00 TO AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE AGREEMENT BETWEEN THE CITY OF BOERNE AND AOKA ENGINEERING LLC DBA: AOKA CODE CONSULTING TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES, ARCHITECTS, ENGINEERS, AND BUILDING OFFICIALS. (Building and Onsite Infrastructure Plan Review and Inspections)**

Director Crane continued with the background of the current contract with AOKA Code Consulting. Due to increase in permits and expected upcoming commercial plan review and inspections, it is necessary to increase the current year's budget \$100,000.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2024-R39; A RESOLUTION INCREASING THE BUDGET FOR FISCAL YEAR 2024 FROM \$50,000.00 TO AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE AGREEMENT BETWEEN THE CITY OF BOERNE AND AOKA ENGINEERING LLC DBA: AOKA CODE CONSULTING TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES, ARCHITECTS, ENGINEERS, AND BUILDING OFFICIALS. (BUILDING AND ONSITE INFRASTRUCTURE PLAN REVIEW AND INSPECTIONS). THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

- B. CONSIDER RESOLUTION NO. 2024-R40; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND HDR ENGINEERING, INC. FOR BOERNE CITY LAKE WATER TREATMENT PLANT PILOT STUDY FOR AN AMOUNT NOT TO EXCEED \$721,000.00. (Pilot testing of a potential new water treatment plant at Boerne City Lake)**

Mayor Ritchie called on Mike Mann, Utilities Director to discuss the proposed pilot study. Director Mann explained that the city is nearing the completion of the study that will help us determine when it is appropriate to construct an additional water treatment plant at Boerne City Lake. A pilot study is

necessary to determine the best treatment process based on the specific characteristics of the lake water. Staff recommends entering into an agreement with HDR Engineering, Inc. for the City Lake Water Treatment Plant Study.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE RESOLUTION NO. 2024-R40; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND HDR ENGINEERING, INC. FOR BOERNE CITY LAKE WATER TREATMENT PLANT PILOT STUDY FOR AN AMOUNT NOT TO EXCEED \$721,000.00. (PILOT TESTING OF A POTENTIAL NEW WATER TREATMENT PLANT AT BOERNE CITY LAKE). THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

**C. CONSIDER RESOLUTION NO. 2024-R41; A RESOLUTION RESCINDING RESOLUTION NO. 2023-R78 AND ESTABLISHING THE NUMBER OF TERMS, RESIDENCY REQUIREMENTS, AND ATTENDANCE OF THE VARIOUS BOARDS, COMMITTEES AND COMMISSIONS WHERE THE MAYOR AND CITY COUNCIL OF THE CITY OF BOERNE, TEXAS APPOINT THE MEMBERS, AND THE VARIOUS BOARDS, COMMITTEES, AND COMMISSIONS ARE ESTABLISHED BY STATE LAW, CITY ORDINANCE, AND BY LAWS OF OTHER ENTITIES. (Update Visit Boerne Advisory Board)**

Mayor Ritchie called on Larry Woods, Visit Boerne Director. Director Woods explained the necessity of re-organizing the board, adjusting the number of members from nine to seven which will allow the seven members to represent all the business types.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER SCOTT TO APPROVE RESOLUTION NO. 2024-R41; A RESOLUTION RESCINDING RESOLUTION NO. 2023-R78 AND ESTABLISHING THE NUMBER OF TERMS, RESIDENCY REQUIREMENTS, AND ATTENDANCE OF THE VARIOUS BOARDS, COMMITTEES AND COMMISSIONS WHERE THE MAYOR AND CITY COUNCIL OF THE CITY OF BOERNE, TEXAS APPOINT THE MEMBERS, AND THE VARIOUS BOARDS, COMMITTEES, AND COMMISSIONS ARE ESTABLISHED BY STATE LAW, CITY ORDINANCE, AND BY LAWS OF OTHER ENTITIES. (UPDATE VISIT BOERNE ADVISORY BOARD) THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

**Absent:** 1 - Council Member Wright

**D. RECEIVE BIDS AND CONSIDER RESOLUTION NO. 2024-R42; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDED THE BID FOR AN EQUIPMENT LINE OF CREDIT TO \_\_\_\_\_ FOR AN AMOUNT NOT TO EXCEED \$\_\_\_\_\_; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED LEASE AGREEMENT.**

Mayor Ritchie called on Sarah Buckelew, Finance Director. Director Buckelew explained the process for financing multiple pieces of equipment. It is more efficient to enter into a line of credit rather than individual financing agreements. The proposed line of credit will be open to the city until December 31, 2025. She reviewed the equipment approved in this year's budget. Three bids were received from surrounding banks. It is staff's recommendation to award the agreement to Frost Bank.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, THAT THIS RESOLUTION BE APPROVED RECEIVE BIDS AND CONSIDER RESOLUTION NO. 2024-R42; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDED THE BID FOR AN EQUIPMENT LINE OF CREDIT TO FROST BANK FOR AN AMOUNT NOT TO EXCEED \$3,175,000.00; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED AGREEMENT. THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

**9. OTHER:**

**A. CONSIDER ANNUAL MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS.**

Mayor Ritchie called on Lori Carroll, City Secretary to review the mayor's annual recommendations for appointments and re-appointments to various boards and commissions.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER SCOTT, TO APPROVE THE ANNUAL MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS. THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

**B. RECEIVE PUBLIC COMMENTS AND CONSIDER A VARIANCE TO ORDINANCE NO. 2002-29 CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-4 SALES NEAR SCHOOL, CHURCH, OR HOSPITAL. (Request for a wine tasting and sales business located 248 N. Main St., Jeff Berwell, Platinum Brix Winery)**

City Secretary Carroll continued with a request for a variance to the Alcoholic Beverages Ordinance. A TABC application was received for a wine tasting and sales business located at 248 North Main Street. City Secretary Carroll explained that State statute and the city's ordinance states the location must be at least 300 feet from the property line of a school. The measurement is 198.3 feet from property line of the business to property line of the school. The applicant Jeff Berwell with Platinum Brix Winery spoke regarding his background. He stated the winery is located on Upper Cibolo Creek Road. The wine tasting location will be open on weekends and not during school hours. He has a one year lease with the property on Main Street.

Mayor Ritchie asked for public comments. No comments were received.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE A VARIANCE TO ORDINANCE NO. 2002-29 CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-4 SALES NEAR SCHOOL, CHURCH, OR HOSPITAL. (REQUEST FOR A WINE TASTING AND SALES BUSINESS LOCATED 248 N. MAIN ST., JEFF BERWELL, PLATINUM BRIX WINERY). THE MOTION CARRIED BY THE FOLLOWING VOTE:

**Yeah:** 4 - Mayor Pro Tem Wolosin, Council Member Scott, Council Member Bunker, and Council Member Macaluso

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

Mayor Ritchie called on Ben Thatcher, City Manager to provide the city manager's report.

##### **A. INTRODUCTION OF FRANCESCA "FRANCI" LINDER, ASSISTANT PLANNING DIRECTOR.**

City Manager Thatcher called on Nathan Crane, Planning Director to introduce Francesca Linder, the new Assistant Planning Director and provided her previous training and education. Ms. Lindner stated that she looks forward to working with the city.

##### **B. MONTHLY PROJECTS UPDATE.**

City Manager Thatcher provided an update on various city projects. Discussion ensued regarding the traffic study for the proposed new Catholic Church.

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

Mayor Pro Tem Wolosin congratulated this year's graduates.

Council Member Bunker stated that the Boerne Greyhounds baseball team is in the playoffs.

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

Mayor Ritchie convened the City Council into Executive Session at 7:18 p.m.

**A. SECTION 551.071 - CONSULTATION WITH ATTORNEY TO DISCUSS  
PROPERTY VESTED RIGHTS.**

No action was taken.

**13. 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 8:02 p.m. No action was taken.

**14. ADJOURNMENT**

Mayor Ritchie adjourned the City Council Meeting at 8:02 p.m.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	June 11, 2024
<b>Requested Action</b>	CONSIDER ON SECOND READING ORDINANCE NO. 2024-07; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3-2, ZONING MAP, GRANTING HISTORIC LANDMARK DESIGNATION TO 717 N. MAIN STREET, BOERNE, TEXAS (KAD NO. 19840) IN A C3, COMMUNITY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.
<b>Contact Person</b>	Nathan Crane, AICP Planning Director (830) 248-1521; <a href="mailto:ncrane@boerne-tx.gov">ncrane@boerne-tx.gov</a>
<b>Background Information</b>	<p><b>PRIOR REVIEW:</b></p> <p>The City Council held a public hearing on this item at their May 28, 2024, meeting and voted to approve the ordinance on first reading.</p> <p><b>BACKGROUND:</b></p> <p>The property is located at 717 N Main St. It is owned by Mr. &amp; Mrs. Franke and is registered to the Foote Hawkins Residence LLC. The property is zoned C3 zoning and is within the Historic District Overlay.</p> <p>The early inhabitants of Boerne chose to settle in the area due to the presence of Cibolo Creek and the surrounding wildlife. Officially platted in 1852, the founding colonists settled near the creek.</p> <p>Boerne's historic district largely follows Main Street in the downtown area. At the heart of the historic district is the Hill Country Mile.</p> <p><i>Property History</i></p> <p>The existing residential structure on this property was built by Mr. Daniel Avery Foote circa 1893. Mr. Foote owned and operated a lumber, furniture, undertaker, and embalmer business on Main St until 1914. A receipt for a coffin, embalming, hearse, and horse team is now housed at the Old Jail Museum in Boerne, along with a business card, and an image of Mr. Foote in front of his store.</p>

	<p>Mr. Foote was a descendent of American Revolutionary War ancestors, and a Civil War Union Veteran. His military unit participated in the Battles of Stone River, Chickamauga, Missionary Ridge, Franklin, and Nashville. He mustered out of the Union Army as a corporal after 2 years, 9 months of military service, on June 9, 1865.</p> <p>Mr. Foote was a member of the Edward Otho Cresap Ord Grand Army of the Republic Post, an organization for Union veterans in San Antonio. He was also a member of the American Legion. He married Abbie Gager in Boerne in 1885, in the Episcopal Church, and they had one son, Daniel Avery, Jr, who passed away from smallpox.</p> <p>Mr. Foote died in 1924, at age 81, and was given a military funeral. He is buried in Boerne Cemetery.</p> <p>Mr. Foote has been featured in the “Echoes...From the Archives” Patrick Heath Library Historical Archives Newsletter, and the property at 717 N Main has been featured in the Boerne Historic Walking Tour.</p> <p>The City Council may designate property or structure as a Historic Landmark if they are determined to have a historical, cultural, archeological, or educational value that reflects the heritage of the city.</p> <ul style="list-style-type: none"> <li>• The Historic Landmark Commission reviewed this request on March 5, 2024, and recommended approval.</li> <li>• The Planning and Zoning Commission reviewed the request on April 1, 2024, and recommended approval.</li> </ul> <p><b>REQUEST:</b></p> <ol style="list-style-type: none"> <li>1. The request is for approval of a Historic Landmark Designation for the property located at 717 N Main Street.</li> <li>2. The existing residence on this site was built circa 1893 by M. Daniel Avery Foote. There is also a more recent 1950’s ranch-style accessory structure that is located behind the main structure.</li> <li>3. The home is a two-story structure with approximately 4,000 square feet of living area and features a unique mix of Queen Anne and Shingle style details.</li> <li>4. Unique architectural features include a large, hipped dormer window, intricate wooden lattice and porch posts, and</li> </ol>
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	<p>staggered windows along the gabled second story.</p> <p>5. The current owners are currently undertaking extensive renovations to the interior of both buildings. They plan to use the site as a restaurant or assembly use.</p> <p><b>ANALYSIS:</b></p> <ul style="list-style-type: none"><li>• Within the City, three properties are listed on the National Registry of Historic Properties: the Joseph Dienger Building, Kendall Inn, and Kendall County Courthouse and Jail. There are also 22 sites in Boerne that have state historical markers. Additionally, the area along Main Street in downtown is designated as a downtown historical district.</li><li>• A goal of the Comprehensive Master Plan is to: “Protect and/or enhance areas and buildings of historic value in accordance with historic preservation guidelines and appropriate development standards.”</li><li>• An action item in the Comprehensive Master Plan is: “Consider expansion of efforts to increase protections for historic preservation in Boerne.”</li><li>• Approval of a historic landmark designation for 717 N Main would add to the list of historic buildings and would convey an additional level of protection and preservation to the residential structure on this site, which is among the oldest buildings in Boerne.</li><li>• The property appears to have historical, cultural, and educational value, which reflects the heritage of Boerne.</li></ul> <p><b>FINDINGS:</b></p> <p>Staff believes the proposed designation meets the following findings:</p> <ul style="list-style-type: none"><li>• The property has historical, cultural, and educational value that reflects the heritage of the city.</li><li>• The request is consistent with the Boerne 2018 Master Plan.</li></ul> <p><b>COMMISSION ACTION:</b></p> <p>Staff recommend that the City Council hold a public hearing and consider the request. The Council may recommend approval or</p>
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	disapproval.  <b>MOTIONS FOR CONSIDERATION:</b> <ul style="list-style-type: none"> <li>- I move that the City Council consider on second reading an ordinance <b>APPROVING</b> the Historic Landmark Designation for 717 N Main Street.</li> <li>- I move that the City Council <b>DENY</b> the proposed Historic Landmark Designation, based on the following findings: (The Council will need to state the reasons for the denial).</li> </ul>	
<b>Item Justification</b>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input checked="" type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other:
<b>Strategic Alignment</b>	B2 – Advancing Master Plan recommendations. C3 – Collaborating with community partners to enhance quality of life.	
<b>Financial Considerations</b>	N/A	
<b>Citizen Input/Board Review</b>	On March 5, 2024, the Historic Landmark Commission unanimously recommended approval of the designation.  On April 1, 2024, the Planning and Zoning Commission unanimously recommended approval of the designation.	
<b>Legal Review</b>	N/A	
<b>Alternative Options</b>	The Council may approve or deny the application.	
<b>Supporting Documents</b>	Location Map – 717 N Main St Street View – 717 N Main St Historic Landmark Application Excerpt of the Minutes from March 5, 2024, Historic Landmark Commission Meeting Excerpt of the Minutes from the April 1, 2024, Planning and Zoning Commission Meeting	

## **ORDINANCE NO. 2024-07**

### **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3-2, ZONING MAP, GRANTING HISTORIC LANDMARK DESIGNATION TO 717 N. MAIN STREET, BOERNE, TEXAS (KAD NO. 19840) IN A C3, COMMUNITY COMMERCIAL DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, Chapter 2. Section 2.11 of the Unified Development Code sets forth Procedures for Historic District Designation of properties; and

**WHEREAS**, Mr. Shawn Franke and Mrs. Lori Franke (“Applicants”) are the owners of the property known as the “Foote-Hawkins House” located at 717 N Main St., Boerne, Texas, and are seeking a Historic Landmark Designation; and

**WHEREAS**, the existing residential structure on this property was built by Mr. Daniel Avery Foote circa 1893, he operated a lumber, furniture, undertaker and embalmer business on Main St. until 1914; and

**WHEREAS**, 717 N Main St., Boerne, Texas, is deemed to have historical, culture, archeological, and educational value that reflects the heritage of Boerne; and

**WHEREAS**, on March 5, 2024, the Historic Landmark Commission reviewed the aforesaid application, and rendered its decision recommending that 717 N Main St., Boerne, Texas, be granted a Historic Landmark Designation; and

**WHEREAS**, on April 1, 2024, the Planning and Zoning Commission rendered its decision recommending that 717 N Main St., Boerne, Texas, be granted a Historic Landmark Designation; and

**WHEREAS**, the City Council of the City of Boerne has complied with all requirements of notice of public hearing and such hearing was held on May 28, 2024, at which time interested parties and citizens were given an opportunity to be heard; and

**WHEREAS**, all requirements of the Unified Development Code, relating to Historic Landmark Designation criteria have been met; and

**WHEREAS**, the City Council finds it necessary and in the best interest of the citizens to grant Historic Landmark Designation to 717 N Main St, Boerne, Texas.

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

Section 1. The facts, findings, and recitations contained in the preamble of this ordinance are 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. That the property known as the “Foote-Hawkins House” located at 717 N Main St., Boerne, Texas, is hereby granted Historic Landmark Designation.

Section 3. That if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 4.

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

PASSED AND APPROVED on this the first reading the \_\_\_\_ day of May, 2024.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

THE BOERNE STAR

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Call 830-249-2441 and ask for Sonya.

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**New Job Opening!!** There is a new job opening at a local (multi-location) independent insurance agency available. Position is full-time customer service representative. Standard hours and competitive annual pay range, with benefits. Previous experience and valid P&C License preferred but not required. If interested, please send resume to: First Insurance Agency 123 Commerce St, Suite B Kerrville, Texas 78028

**Moving Sale** Cub Cadet LGTX 50" mower \$1200. Dewalt compound miter saw and portable stand \$550. Upright freezer \$150. Stihl 025 chainsaw w/5 chain \$200. 210-748-0012

MUSICAL INSTRUMENTS

BUSINESS OPPORTUNITY

ATTENTION FORMER BAND STUDENTS AND PARENTS! Did you know that you can donate used band instruments to SAM'S Kids and count it as a tax deduction? SAM'S Kids needs used band instruments for BISD students. For more information, please contact Janet D'Spain at BISD, 830-357-2006

Please carefully consider the value or benefits before you purchase a product or service. Publication of products or services does not indicate endorsement by the Boerne Star. If you feel you have been the victim of fraud, please contact the Attorney General's Office and/or the Better Business Bureau.

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INVITATION TO BIDDERS – KENDALL COUNTY WCID #3A IMPROVEMENTS Corley Farms Unit 4

Sealed Bids, in duplicate, addressed to **Pulte Homes of Texas, L.P. on behalf of Kendall County Water Control and Improvement District No. 3A**, will be **electronically** received, until **2:00 p.m.** Local Time, **May 30th, 2024**, and then publicly opened and read for **"Corley Farms Unit 4 for Kendall County Water Control and Improvement District No. 3A**, Kendall County, Texas." To electronically submit your bid package visit [www.CivcastUSA.com](http://www.CivcastUSA.com): search **Corley Farms Unit 4**; then click "Bid."

Scope of Work of the Contract includes the following: The installation of streets, drainage, sewer, water, grading and SWPPP infrastructure required for the construction of a residential subdivision unit.

Bids received after the closing time will be returned unopened. A **MANTADORY** pre-bid conference will be held on **May 21<sup>st</sup>, 2024, at 11:30 a.m.** Local Time. The meeting will be held in person at Cude Engineers (4122 Pond Hill Road, Ste. 101, San Antonio Texas, 78231). Attendance by each prospective bidder or its representative at the pre-bid conference is mandatory, and NO BID WILL BE ACCOUNTED FOR UNLESS A CONSTRUCTION SCHEDULE IS INCLUDED IN THE BID PACKAGE.

Each Bid must be accompanied by a Bid Bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of the total amount Bid, as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor. If a certified or cashier's check is provided, the successful bidder shall deliver the original certified or cashier's check within twenty-four (24) hours of receipt of the bid opening.

Copies of the bidding documents may be obtained from [www.CivcastUSA.com](http://www.CivcastUSA.com): search **Corley Farms Unit 4**. Bidders must register on this website in order to view and/or download any document for this Project. There is **NO** charge to view or download documents.

Bidder must submit its Bid and bid securities in compliance with Owner's Order Adopting Section 49.2731 Electronic Bidding Rules and all Bids and bid securities must be submitted through [www.CivcastUSA.com](http://www.CivcastUSA.com). Bidder must register on this website to submit a Bid and bid security, there is no charge to submit Bids and bid securities on this website.

By submitting a Bid, Bidder acknowledges and agrees that the Contract Documents may be accepted, executed, or agreed to through the use of an Electronic Signature, as defined by and in accordance with Owner's Electronic Signature Rules for Construction Contracts.

The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The Successful Bidder, if any, will be the responsible Bidder which in the Board's judgment will be most advantageous to the District and result in the best and most economical completion of the Project.

**The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and/or Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.**

NOTICE IS HEREBY GIVEN THAT A SPECIAL CALLED WORKSHOP OF THE KENDALL COUNTY COMMISSIONERS COURT WILL BE HELD ON MAY 16, 2024 AT 3:00 P.M. THIS WORKSHOP WILL PERTAIN TO FLOODPLAIN MANAGEMENT AND THE NATIONAL FLOOD INSURANCE PROGRAM. IT WILL BE CONDUCTED IN PERSON AT THE KENDALL COUNTY COURTHOUSE, COMMISSIONERS COURTROOM, SUITE 301, 201 EAST SAN ANTONIO AVENUE, BOERNE, TEXAS. THIS WORKSHOP WILL ALSO BE AVAILABLE VIA ZOOM WHICH CAN BE FOUND ON THE KENDALL COUNTY WEBSITE.

NOTICE OF A PUBLIC HEARING

Notice is hereby given that the City Council of the City of Boerne, Texas will hold a Public Hearing on May 28, 2024, at 6:00 p.m., in the Ronald C. Bowman City Council Chambers, located at Boerne City Hall, 447 N Main Street, Boerne, Texas, to discuss the following:

A. Consider granting Historic Landmark Designation to 717 North Main Street (KAD No. 19840). *(One of one public hearing)*

All interested parties are encouraged to attend.

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 are available at the north entrance of the building. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 830-249-9511.

PUBLIC NOTICE

Notice of Appointment of Joy Denine Patterson and Theron Bradford Hawkins, as Co-Independent Executors of the Estate of Lydia Joy Hawkins a/k/a Lydia Stelter Hawkins, Deceased

Pending in the County Court of Kendall County, Texas  
Cause No.: 24-041-PR

TO ALL PERSONS INTERESTED IN THE ABOVE ESTATE

WHEREAS, on the 26th day of March, 2024 Sitting in the County Court, Kendall County, Texas, the undersigned duly qualified as the Co-Independent Executors of the Estate of Lydia Joy Hawkins a/k/a Lydia Stelter Hawkins.

Notice is hereby given that Original Letters Testamentary on this Estate were granted and this is to notify all persons having claims against said estate to present the same to the undersigned within the time prescribed by law.

Any person indebted to said estate is hereby notified to pay same to the undersigned. Joy Denine Patterson and Theron Bradford Hawkins Co-Independent Executors of the Estate of Lydia Joy Hawkins a/k/a Lydia Stelter Hawkins  
Address: c/o Law Offices of Langley & Banack, Inc., Attorneys  
Attn.: Lauren M. Miller, Esq.  
745 E. Mulberry, Suite 700  
San Antonio, Texas 78212

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NOTICE TO APPOINTMENT

Notice is hereby given that Letters of Dependent Administration for the Estate of **Jeremy Wendel Barnes**, Deceased, were issued in Cause No. 24-037-PR, pending in the County Court of Kendall County, Texas, to **Caroline Barnes**, Dependent Administrator.

All persons having claims against this Estate, which is currently being administered, are required to present them within the time and in the manner prescribed by law to the Dependent Administrator at the address below. Any person indebted to said Estate is hereby notified to pay same to the undersigned.

c/o Patricia R. Vargas  
DAVIS & SANTOS, PLLC  
719 S. Flores Street  
San Antonio, TX 78204

**Application has been made with the Texas Alcoholic Beverage Commission for a winery permit (G) be Platinum Brix LLC dba Platinum Brix Winery, to be located at 248 N Main S, Boerne, Kendall County, 78006, Texas. Officer of said corporations is Jeffrey J. Borewell, Owner.**

Thank You!

On behalf of our family we would like to offer a sincere thank you to all of our Advertisers, Subscribers & Readers for supporting their

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NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Laura C. Peters, Deceased, were issued on April 23, 2024, in Cause No. 24-058-PR, pending in the County Court of Kendall County, Texas, to: Alvin G. Peters.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Alvin G. Peters, Independent Executor  
Estate of Laura C. Peters  
1016 S.H. 46 East  
Boerne, TX 78006

/s/ David M. Butterbaugh  
David M. Butterbaugh  
Attorney for Alvin G. Peters  
State Bar No.: 24055239  
3308 Broadway, Suite 303  
San Antonio, Texas 78209  
Telephone: (210) 761-1900  
E-mail : david@butterbaughlaw.com

ADVERTISEMENT FOR BID

Sealed Bids for the construction of the **ESPERANZA SITE A - TANK MIXER INSTALLATION PROJECT** will be received by the City of Boerne Utilities Department, Attention: Taylor Hill, at 447 N Main Street, Boerne, Texas 78006, until 10:00am local time on May 28, 2024, at which time the Bids received will be publicly opened and read aloud utilizing a video conference, the details of which will be provided at a later date.

The Project consists of all labor, equipment, and work for construction of the Base Bid: **ESPERANZA SITE A - TANK MIXER INSTALLATION PROJECT**. This project is subject to all required utility and construction testing in accordance with the construction plans and City of Boerne specifications.

The Issuing Office for the Bidding Documents is **KIMLEY-HORN, 10101 REUNION PLACE, STE. 400, SAN ANTONIO, TEXAS 78216, AND (210) 541-9166**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 AM – 5:00 PM. Plans and specifications may be viewed or downloaded free of charge from <https://www.civcastusa.com>, Project ID **"ESPERANZA SITE A - TANK MIXER INSTALLATION PROJECT"**. It is the bidder's responsibility to determine that a complete set of documents, as defined in the Agreement are received. Neither Owner nor Engineer are responsible for full or partial sets of Bidding Documents, including Addenda, obtained from sources other than the Issuing Office or <https://www.civcastusa.com>.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis. Bid, payment, and performance bonds are required. City of Boerne reserves the right to reject any or all bids or waive any informalities in the bidding.

A virtual pre-bid conference will be held virtually via Teams at 10:00 AM local time on May 16th, 2024. A meeting link will be provided prior to the meeting. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

All technical questions shall be submitted via <https://www.civcastusa.com>. The deadline for questions is 5:00 PM local time on May 20th, 2024. Answers to all written questions received prior to the deadline will be posted to <https://www.civcastusa.com> on May 23rd, 2024.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

INVITATION TO BIDDERS – KENDALL COUNTY WCID #3A IMPROVEMENTS Corley Road Improvements Phase 1

Sealed Bids, in duplicate, addressed to **Pulte Homes of Texas, L.P. on behalf of Kendall County Water Control and Improvement District No. 3A**, will be **electronically** received, until **2:00 p.m.** Local Time, **May 30<sup>th</sup>, 2024**, and then publicly opened and read for **"Corley Road Improvements Phase 1" for Kendall County Water Control and Improvement District No. 3A**, Kendall County, Texas." To electronically submit your bid package visit [www.CivcastUSA.com](http://www.CivcastUSA.com): search **Corley Road Improvements Phase 1**; then click "Bid."

Scope of Work of the Contract includes the following: The installation of streets, drainage, grading and SWPPP infrastructure required for the construction of a public right-of-way.

Bids received after the closing time will be returned unopened. A **MANTADORY** pre-bid conference will be held on **May 21<sup>st</sup>, 2024, at 11:00 a.m.** Local Time. The meeting will be held in person at Cude Engineers (4122 Pond Hill Road, Ste. 101, San Antonio Texas, 78231). Attendance by each prospective bidder or its representative at the pre-bid conference is mandatory, and NO BID WILL BE ACCOUNTED FOR UNLESS A CONSTRUCTION SCHEDULE IS INCLUDED IN THE BID PACKAGE.

Each Bid must be accompanied by a Bid Bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of the total amount Bid, as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor. If a certified or cashier's check is provided, the successful bidder shall deliver the original certified or cashier's check within twenty-four (24) hours of receipt of the bid opening.

Copies of the bidding documents may be obtained from [www.CivcastUSA.com](http://www.CivcastUSA.com): search **Corley Road Improvements Phase 1**. Bidders must register on this website in order to view and/or download any document for this Project. There is **NO** charge to view or download documents.

Bidder must submit its Bid and bid securities in compliance with Owner's Order Adopting Section 49.2731 Electronic Bidding Rules and all Bids and bid securities must be submitted through [www.CivcastUSA.com](http://www.CivcastUSA.com). Bidder must register on this website to submit a Bid and bid security, there is no charge to submit Bids and bid securities on this website.

By submitting a Bid, Bidder acknowledges and agrees that the Contract Documents may be accepted, executed, or agreed to through the use of an Electronic Signature, as defined by and in accordance with Owner's Electronic Signature Rules for Construction Contracts.

The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The Successful Bidder, if any, will be the responsible Bidder which in the Board's judgment will be most advantageous to the District and result in the best and most economical completion of the Project.

**The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and/or Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.**

REQUEST FOR PROPOSAL

The Boerne Independent School District is seeking Request for Proposals:

**#23-024 Boerne ISD- New Fleet Cargo Van (White)**

Details may be obtained from Eddie Ashley in the BISD Business Office at 235 Johns Rd., Boerne, Texas 78006, by calling 830-357-2026, or online at [www.boerneisd.net](http://www.boerneisd.net), under Purchasing in the Business and Financial Services Departments link. **The RFP response should be submitted electronically online, or RFP response should be mailed/hand delivered to the BISD Business Office at 235 Johns Rd., Boerne, Texas 78006 no later than 10:00 a.m. CST on Wednesday, May 22, 2024. Electronic proposal submission link can be found at the BISD Purchasing web page <https://www.boerneisd.net/Page/3074>. Late or faxed proposals will not be considered. The District reserves the right to reject any and/or all responses and waive any and/or all formalities.**

To place an ad just call 249.2441

# Subject Property



**STREET VIEW**  
**717 North Main St**



FOOTE HAWKINS RESIDENCE, LLC.

549 Heimer Rd.  
San Antonio, TX 78232

February 16, 2024

Via Hand-Delivered

Mr. Ben Thatcher, City Manager



This letter is to officially request our property located at 717 N. Main, Boerne, Texas to be added and given a Historic Landmark Designation as outlined in the City of Boerne's Ordinance, Article 8, Section 4.

Mr. Daniel Avery Foote, Sr. purchased ten acres in 1897 and then built his home on the property which is now known as 717 N. Main. Mr. Foote opened a lumber, furniture, undertaker and embalmer business in Boerne until 1914. For more information on the home and Daniel Avery Foote, Sr., please refer to the enclosed article "The Pre-Boerne Settlement – Part 1, Page 5-6. This property has been listed on the Historic Walking Tour for many years. See the two brochures attached.

The owners, Lori and Shawn Franke, P.E., residents of Kendall County for over 20 years, are in the process of renovating the building and to revitalize the heritage of an important piece of Boerne. The property was placed in an entity, Foote Hawkins Residence, LLC. We plan on the property being either a high-end restaurant or a small assembly.

Thank you for your consideration in this matter.

A handwritten signature in black ink, appearing to read "Shawn Franke".

Shawn Franke, P.E.  
(210) 325-6552 (cell)

A handwritten signature in black ink, appearing to read "Lori Franke".

Lori Franke  
(210) 392-1727 (cell)

cc: Sara Serra-Bennett – Via email

appropriate bulletin board in City Hall prior to the meeting date in compliance with current State Laws. Notice shall be sufficient if either: (a) the party to be affected receives actual notice by any means; (b) notice is sent to the address shown on any application or permit filed by the applicant, by United States Mail, certified, return receipt requested; or (c) in the absence of any address provided by an applicant, notice is sent to the address for the registered owner as shown by the tax rolls of the Kendall County Appraisal District.

### **SECTION 03. INVESTIGATION AND REPORTS**

The Landmark Commission may make such investigations and studies of matters relating to the protection, enhancement, perpetuation or use of historic landmarks, historic districts and included structures, and to the restoration of historic landmarks as the Commission may from time to time deem necessary or appropriate to effect the purposes of this ordinance. The Landmark Commission may submit reports and recommendations as to such matters to the Mayor and other agencies of the City. In making such investigations and studies, the Landmark Commission may hold such public hearings as it may deem necessary or appropriate.



### **SECTION 04. PROCEDURE FOR HISTORIC LANDMARK DESIGNATION**

#### **8.04.001. Application.**

Any person or entity may request an historic landmark designation for property owned by such person or entity by submitting an application to the City Manager. The application shall state the following:

- A. The name, telephone number and mailing address of the applicant.
- B. The location and address of the property to be designated.
- C. The reasons for requesting the designation. This section of the application need not be extensive, but it should include, if available, the approximate date of construction, and information on the past and present usage of the property.

#### **8.04.002. Review of Application.**

Upon receipt of an application for historic landmark designation, the City Manager shall submit a copy of the application to the Chair of the Landmark Commission, who shall initiate a review of the application within 30 days. The Landmark Commission shall hold a regular meeting to consider the application. If the application is approved by the Landmark Commission, the application shall be presented to the Planning and Zoning Commission for their review, comment and recommendation to the City Council. If the application is rejected by either the Landmark Commission or the Planning and Zoning Commission, the applicant shall be so notified, and the applicant may, within 60 days after receipt of the notice, appeal the decision to the City Council.

#### **8.04.003. Action by City Council.**

All decisions of the Landmark Commission and the Planning and Zoning Commission, either to approve or to disapprove an application for historic landmark designation, shall be reported to the City Council. Upon receipt of the two Commission reports, the City Council may designate the subject property as an historic landmark if, in the Council's discretion, the property is deemed to have historical, cultural, archeological or educational value which reflects the heritage of the city.

### **SECTION 05. PROCEDURE FOR REMOVAL OF LANDMARK DESIGNATION**

#### **8.05.001. Application.**

The original applicant for an historic landmark designation or the original applicant's successors in interest may request the removal of the designation of the property as an historic landmark by filing with the City Manager an application for removal of the designation. The application for removal of the designation shall be supported by evidence:

# Echoes...

## from the Archives

The Dietert Historical Archives (DHA), Patrick Heath Public Library

Banner Graphic - Kristy Watson - Polonyx Graphic Design

phpl:

Patrick Heath  
Public Library  
Find your story.

451 N. Main St.  
Boerne, TX 78006  
830-249-3053

### In This Issue:

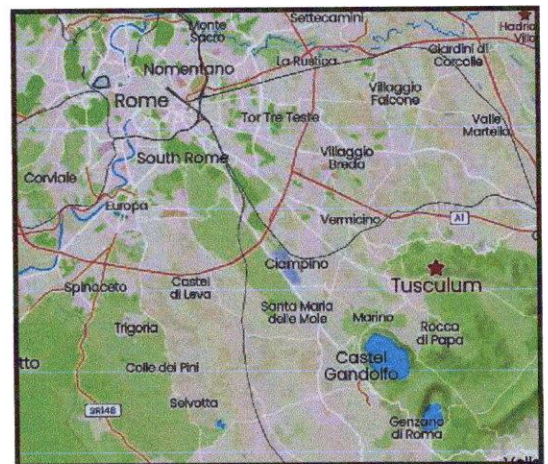
- ◇ *Tusculum?*
- ◇ *Magical History Tour*  
*Frank Graves*  
*BBAF Look back*
- ◇ *Daniel Foote*
- ◇ *The Gomberts & The General*  
*Contributors*
- ◇ *Early Boerne Part II*  
*Cemetery Project*
- ◇ *First Families Friday —*  
*the Holekamps*  
*GSKC News*
- ◇ *Dr. Ernst Kapp Part II*

## The Pre-Boerne Settlement - Part I

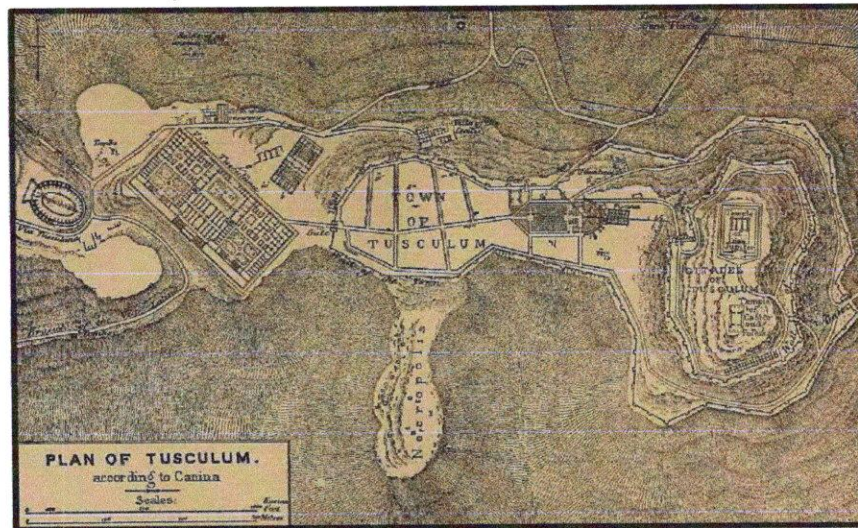
Welcome to "Tusculum," an Iron Age Region in Italy —  
Also Used by a Historian in 1894 to Describe Land along Cibolo Creek

By Bryden Moon

"Tusculum" is located in Italy; of hilly terrain, the region is situated approximately 13 miles (or 21 kilometers) as the crow flies southeast of Rome. With roots in early millennium B. C., many centuries later the wealthy members of Rome's elite retreated to their villas in the Alban Hills to catch the breezes in the heat of the summer months. And Tusculum was once used in an 1894 German Texas history book published in San Antonio; it is the earliest known reference to describe homestead land along Cibolo Creek, but it's not what you think!



Tusculum (in red) 21 Kilometers from Rome



Plan of Roman Tusculum (published in 1883)

mass as 7.07 square miles. In 381 BC it became the first Latin Settlement (Latium) to obtain Roman citizenship. The ancient hilltop community was once fortified with walls, and had an amphitheater, as well a forum and necropolis. Tusculum's citadel was perched on its summit; this elevated site at one time also contained temples to Jupiter and Castor & Pollux.

"Iron Age" in origin, Tusculum occupied a small footprint; historians listed it as an Italian "city state" in 500 B. C. and calculated its then countryside land-

Winter 2021/2022 — December-January-February

## Pre-Boerne, Page 2

Some Texas historians have surmised that Tusculum was the name of the Roman statesman Cicero's villa. While he did have a villa near the Italian hillside, it's possible the confusion stems from the title of one of his philosophical works called "*Tusculanae disputationes*" ("*Conversations at Tusculum*"). Regardless, Tusculum was a well-documented, centuries-old region and was not exclusive to Cicero. Due to its elevated terrain (2,000 feet), cradled in a wing of the Alban Hills, it captured the cooler airstream during summer months; in first century B.C. through fourth century A.D., it was a favorite resort and wealthy Romans had their summer villas nestled in its hills. Tusculum is now embedded in the southwest corner of Rome's physical proper, and the region of Rome's Tusculum is now called "Frascati."

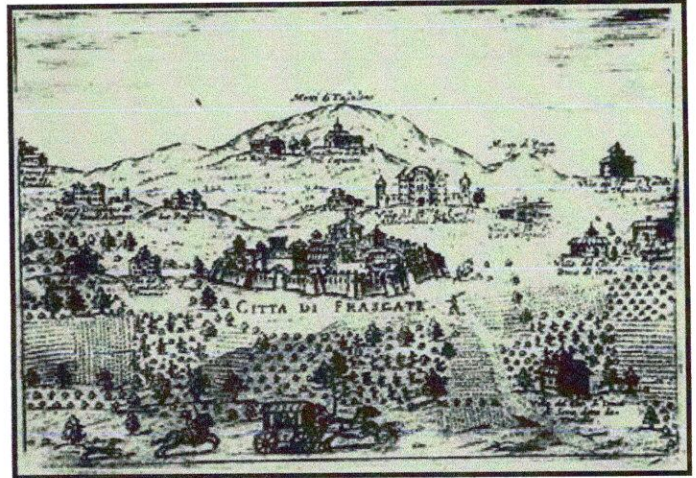
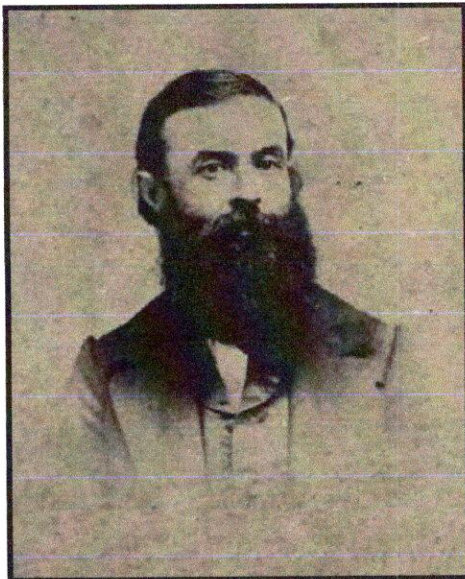


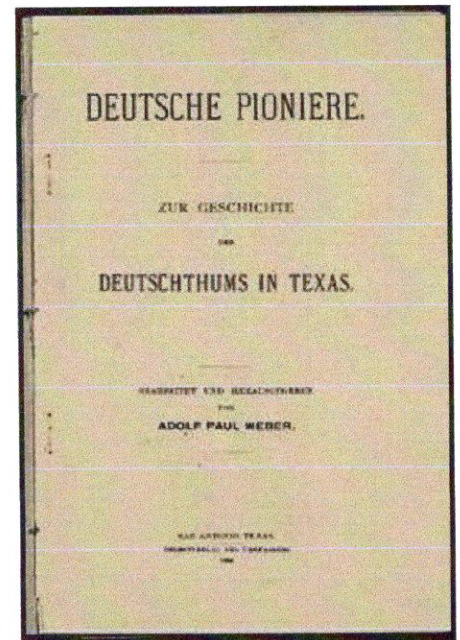
Illustration of Alban Hills  
Around Frascati (Former Tusculum Region)

Now, a local Tusculum did exist, but only conceptually. Moving ahead nearly two millennia, in the early 1890s, historian Adolf Paul Weber came to San Antonio to research and write about the rich history of German immigration and settlement in Texas...several Texas newspapers noted his presence. In "Part 2" on page 9 of his 1894 publication, *Deutsche Pioniere: zur Geschichte des Deutschthums in Texas*, the author ventured into Kendall County, profiling early pioneers along Cibolo Creek in the Boerne area.



Dr. Ferdinand Herff Circa 1865  
Credit: UTSA Special Collections

Here Weber noted the presence of well-credentialed Darmstadt emigrant, Doctor Ferdinand Herff, who after his first acquisition of 320 acres just outside the Boerne plot in 1852, steadily added adjacent parcels; before the 1850s had ended Dr. Herff had assembled a land mass of nearly 2650 acres, totaling approximately 4.14 square miles. With Cibolo Creek coursing through, here he created an enclave, a summer retreat, as the hilly terrain of future Kendall County collected the summer breezes; this assembly of land was in addition to his San Antonio residence and medical practice where he maintained a presence during the majority of the year.



Adolf Paul Weber  
1894 Publication

His accumulated farm and ranch land ranged to the east and after 1859 abutted the southwestern edge of George Wilkins Kendall's Post Oak Spring Ranch.

(Continued on Page 3)

## Pre-Boerne, continued

Described by Weber in his 1894 book, he used Doctor Herff's annual ritual of leaving San Antonio in the hot summer months and venturing north to his hilly property outside of Boerne and then subtly compared our landscape to the hills not far from Rome...the ancient Tusculum region. In perfect context to the Roman's hilly Tusculum location, Weber wrote, "The German pioneer doctor of southwestern Texas and old Forties, Dr. Ferdinand Herff, had acquired considerable land in the immediate vicinity of Boerne and created a friendly 'Tusculum' for himself. The presence of the elderly physician there every year during the summer months made some hopeful patients make a pilgrimage from near and far to the quiet town located in that strange hill country, which is a rarity in the geography of the earth."

Der deutsche Pionierarzt des süd-westlichen Texas und alte "Vierziger" Dr. Ferdinand Herff hat in unmittelbarer Nähe des Städtchens bedeutende Ländereien erworben, und sich daselbst ein freundliches Tusculum geschaffen. Die Anwesenheit des greisen Mediziners dort alljährlich während der Sommermonate, lässt manchen hoffenden Patienten aus Nah und Fern nach dem stillen Städtchen pilgern, das in jenem sonderbarlichen Hügellande gelegen ist, das eine Seltenheit in der Geographie der Erde bildet.

*Adolf Paul Weber's Passage on Doctor Herff's "Friendly Tusculum"*

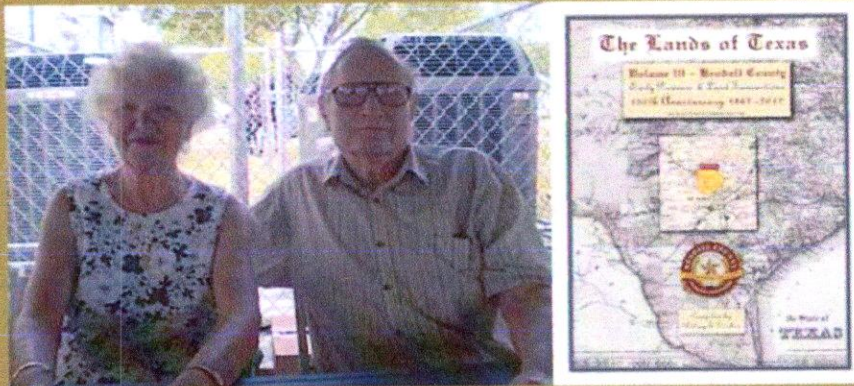
So, what about our pre-Boerne settlement? While the commune certainly existed, no primary documents exist to support that it was called Tusculum. Instead, historian Adolph Paul Weber and eyewitnesses of their era used unique and appropriate appellations to collectively describe pre-Boerne's early pioneers. Check back as we will explore this topic and spotlight the young men who first populated the Cibolo Creek communal farm in our upcoming edition.

**Next edition: The Pre-Boerne Settlement - Part II**

**Despite Lore, No Nickname for the Communal Farm Unearthed**

**Alternative Names Were Chronicled by Weber and Other Pre-1900 Eyewitnesses**

In Memory of Delray Fischer  
Author of *The Lands of Texas – Volume III – Kendall County*  
Book Signing at the Kendall County 150th Anniversary Celebration in 2012  
(Pictured with wife Rosemary)



## **Magical History Tour**

### **Kendall County Historical Commission Hosts Frank Graves – Early American Percussion Firearms Expert**

**Wednesday, January 26, 6:00 P.M., Patrick Heath Public Library**

**S**teeped with history, old weapons capture our imagination. At this evening program, Frank Graves, an expert on American percussion firearms, a member of the invitation-only, American Society of Arms Collectors, and a 50-year plus student of the earliest Colt revolvers, will detail early Kendall County and Boerne weapons.

Of local note, Mr. Graves was one of the guest speakers at Kendall County's 170<sup>th</sup> anniversary celebration of the Battle of Walker's Creek. Mr. Graves, who has been a collector since his youth, will share his extensive knowledge and life-long passion of early guns in his program. While many have heard of the famous marksman, Ad Toepperwein, one the details that Frank has uncovered was the fact that his father, Boerne resident E. A. F. Toepperwein, actually developed a patent for a repeating rifle in 1875. The background on this story and more will be incorporated into his presentation.

Free and open to the public in the Patrick Heath Public Library – Community Room on Wednesday, January 26<sup>th</sup> at 6:00 pm. Any questions contact Bryden Moon @ [bemoonjr@aol.com](mailto:bemoonjr@aol.com).



*E. A. F. Toepperwein Repeating Rifle (top)  
E. A. F. Toepperwein Patent Model (bottom)*

## **A Big Thank You From Boerne Book & Arts Fest**



**A**nother book festival is in the books! This would not be possible without the support of library staff, volunteers, sponsors and community organizations. A special thank you to Caren Creech, Robin Stauber and Kelly Skovbjerg for all their organization. City of Boerne volunteers and the City's Hill Country Mile initiative provided sweat equity and the cutest little book tote

bags. The Moms and Daughters of the National Charity League and the Moms and Sons from YMSL Philanthropy helped with whatever was needed and manned the children's art tent. The City's Communications Director Chris Shadrock was a rockstar videographer and photographer. Sponsor The Deckle Edge was on site all day to talk to authors about their work and the importance of the written word for a wonderfully produced podcast recapping the day's events ([go to thedeckleedge.com](http://go.tothedeckleedge.com) to listen or look it up on Spotify). Friends of the Boerne Public Library, Frost Bank, Kay and Bryden Moon, HEB, the Kendall and Bandera Electric Cooperative provided the financial support needed to undertake our small but mighty book fest. Finally, the Kendall County Historical Commission is invaluable to spreading the word and showing up in force to support Texas writers and Texas history. We are extremely grateful to you all!

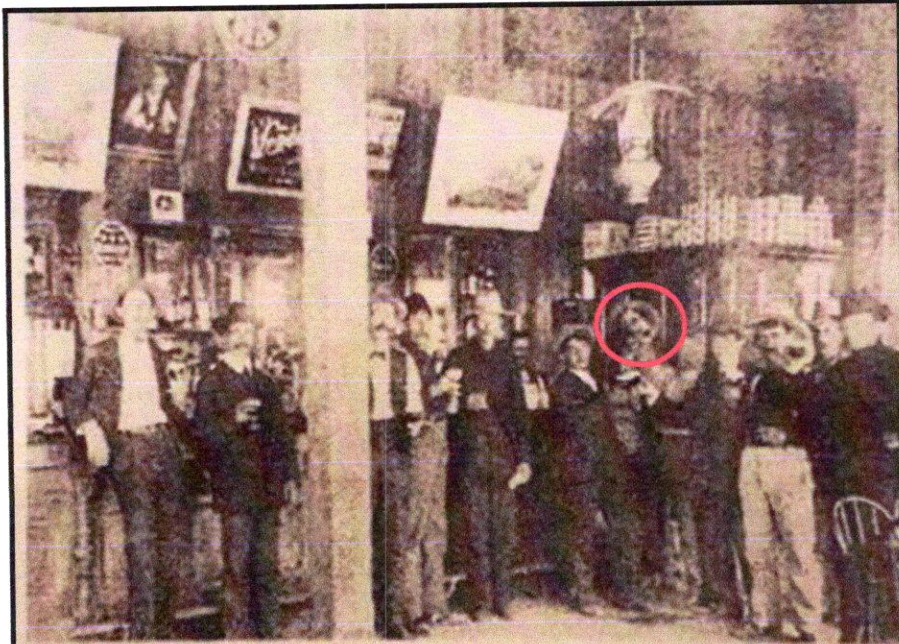
## **Daniel Avery Foote, Sr.**

### **Civil War Union Veteran, Boerne Businessman**

*By Kathryn Adam Hurst*

**W**hen the Civil War began in April 1861, Daniel Avery Foote was eighteen years old and living in Peru, LaSalle County, Illinois. Four months later, Daniel went to Chicago and joined the Union Army, and the following month he was assigned to Company G of the 88<sup>th</sup> Illinois Infantry Regiment. This regiment became part of the Army of the Cumberland. In October, they participated in the Battle of Perryville in Kentucky. The battle began when Union troops skirmished with Confederate soldiers because both sides needed fresh water. The next day fighting became more intense. Union forces were reinforced and held the line, and the Confederates, who were short of men and supplies, fell back.

For two years, the Army of the Cumberland marched through the South, spending most of their time in Georgia as part of the Atlanta Campaign. Their first battle in Georgia took place in Catoosa County at the Battle of Chickamauga in 1863. They spent eleven months in Georgia before marching to Tennessee, where in November 1864, they fought in the Battle of Franklin. The 88<sup>th</sup> remained in Tennessee until June 1865, when the soldiers were mustered out and sent home to Illinois. Daniel mustered out as a corporal and is listed on the US 1890 Veteran Census in Kendall County.



**Billy Vanderstratten Saloon, 823 Main Street, which was destroyed by fire in 1908. Left to right: Johnnie Guthrie, unknown, Emil Schwethelm, Richard Schwarz, Carl Ammann, Willie Vanderstratten, unknown, D.A. Foote, C.O. Ebensberger, unknown, Ernst Bonnet, Christian Schrader, unknown.**

Daniel was almost six feet tall, with dark hair, eyes, and skin. He was a farmer when he enlisted in the Army. The 1880 US census lists him living in Downers Grove, DuPage County, Illinois, in the home of Asahel Ermigh, who is a patent right, born in New York. Daniel is 35 years old and listed as an agent.

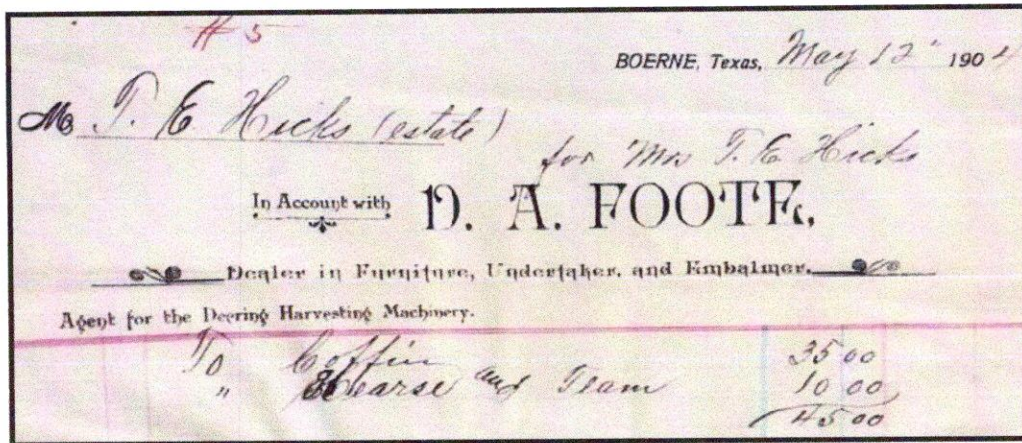
Five years later, he is living in Kendall County, where he married Abigail Gager on April 27. In 1880 Abigail "Addie" was residing in Downers Creek, DuPage County, Illinois. She moved to Texas with her family in 1883. One can suppose he followed her to Texas.

Once married, Daniel began purchasing land and opened a lumber, furniture, undertaker, and embalmer business that operated until 1914.

*This image (1) of the Vanderstratten Saloon on Main Street is the only known image we have of Daniel Foote, partially obscured in the back. A lively community spot, the saloon and a few other buildings burned down in 1908. From Garland Perry's book, *Historical Images of Boerne*.*

*(Continued on Page 6)*

## Foote, cont.



Historic Kendall County Courthouse

Daniel and Addie had one son, Daniel Avery, Jr., born in December 1886, who married Louise Auguste Zoeller, daughter of Kendall County Sheriff George Zoeller. They had two children Vincent and Daniel III. Daniel Jr. and his family moved to San Antonio during the mid-1910s, where he worked for Riebe Undertakers. At age twenty-nine, he died in a San Antonio sanitarium of variola hemorrhagica, a fatal form of smallpox. Louise and her two sons remained in San Antonio after his death.

In 1908 Daniel operated D. A. Foote & Co. with his son and B. D. Wilkins. They specialized in cedar posts, logs, telephone poles, house blocks, and cedar charcoal.

Max Beseler sold ten acres to Daniel and Addie in 1897, where they built a house. It is over one hundred years old, located on North Main Street, and is in excellent condition.



Daniel Avery Foote Home  
Dietert Historical Archives, Patrick Heath Public Library

Born in Saratoga Springs, Saratoga County, New York, Daniel is descended from American Revolutionary War ancestors. When he was four, his family moved to Putnam County, Illinois, where his father worked as a schoolteacher. The family later relocated to Peru in LaSalle County, where his father was a city constable.

In 1924, Daniel Avery Foote, Sr., died at age 81 in Boerne. He was a member of the Edward Otho Cresap Ord Grand Army of the Republic Post, an organization for Union veterans in San Antonio and the American Legion. His wife, Abigail, moved from Boerne to San Antonio in the 1940s. There she celebrated her 90<sup>th</sup> birthday in 1942. The highlight of the party was her recitation of "Barbara Fritsche" by James Greenleaf Whittier. The ballad written in 1863 was about the American Civil War. She memorized the poem when she was sixteen.

## HISTORIC BOERNE

BOERNE IS AN HISTORICAL DELIGHT TO VISIT IN ITS BEAUTIFUL SETTING ALONG THE CIBOLO CREEK IN THE TEXAS HILL COUNTRY.

THE TOWN WAS SETTLED IN 1849 BY GERMAN IMMIGRANTS WHO BROUGHT WITH THEM THEIR OWN LANGUAGE, CUSTOMS & MUSIC, WHICH ARE STILL VERY MUCH ALIVE, 150+ YEARS LATER.

THE PIONEER SETTLERS SUFFERED EXTREME HARDSHIPS, CONFRONTED WITH EXPOSURE, DISEASE, PRIMITIVE LIVING CONDITIONS AS WELL AS INDIAN RAIDS. THE GERMANS CAME TO COLONIZE AND THROUGH HARD WORK, THEY CREATED A TOWN AND BUILT UNIQUE BUILDINGS THAT HAVE BEEN TREASURED, PRESERVED AND RESTORED. THESE ARE THE LOVELY HOMES, CHURCHES, SCHOOLS AND BUSINESSES THAT YOU ARE VISITING TODAY!

OUR CEMETERY IS FILLED WITH THE GRAVES OF MANY PIONEERS WHO SOUGHT FREEDOM AND LIVED AND DIED IN BOERNE. MANY OF THEIR DESCENDANTS ARE STILL LIVING IN BOERNE.

AT THE BOERNE VISITOR'S CENTER, GATHER PAMPHLETS ON BOERNE EVENTS, ITS MANY ANTIQUE SHOPS, RESTAURANTS, HOTELS, MOTELS AND BED & BREAKFAST ACCOMMODATIONS.

PURCHASE THE BOOKLET, "THE JOURNEY TO BOERNE," FOR \$2.00, WHICH SUMMARIZES THE STORY OF THE GERMAN IMMIGRATION AND THE HISTORY OF BOERNE TO DATE. IT'S FUN, EASY READING AND A FASCINATING STORY.

FOR MORE DETAILED INFORMATION ABOUT KENDALL COUNTY AND BOERNE HISTORY VISIT [WWW.ROOTSWEBANCESTRY.COM/~TXXKENDAL/](http://WWW.ROOTSWEBANCESTRY.COM/~TXXKENDAL/)

VISIT THE BOERNE PUBLIC LIBRARY TO SEE OLD PHOTOGRAPHS AND LEARN ABOUT THE RARE 1614 BIBLE ON DISPLAY THERE.

STROLL THE RIVER ROAD PARK ON CIBOLO CREEK AT RIVER ROAD...RELAX IN THE BEAUTIFUL SETTING...VISIT THE DUCKS...AND MOST OF ALL, ENJOY YOUR BOERNE VISIT AND COME BACK!

## WALKING TOUR OF HISTORIC BOERNE

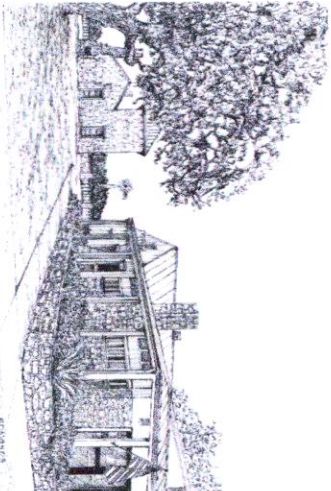


### Convention and Visitors Bureau

Members of the Boerne Area Historical Preservation Society

1407 S. Main  
Boerne, TX 78006

830-249-7277, 888-842-8080

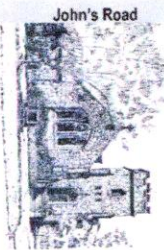


[www.visitboerne.org](http://www.visitboerne.org)

Post your tour photos to our "BOERNE" Facebook page!



*Elfersberger Funeral Home  
Is the oldest continuous  
business in Boerne (1883)*

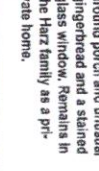
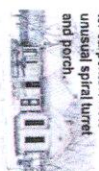


## NORTH BOERNE

NORTH OF BLANCO ROAD

School Street

BESELER-HARZ HOUSE (1903)  
518 N. MAIN- Max Beesler built this from locally quarried limestone. Note lovely curved porch.



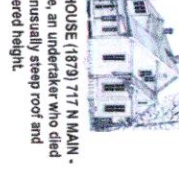
NORTH MAIN STREET

ST. HELEN'S EPISCOPAL CHURCH (1923) The present Gothic stone church was built on the site of the old church. The first Episcopal worship service was held in Boerne in 1873. St. Helen's congregation was organized in 1881, and a small wooden structure was erected on this site. By 1922, the need for a new church was evident. The original wooden building was razed and the current limestone church was built.

*Dr. Ferdinand Steff performed the first cataract surgery in Texas (it was on an Indian Chief, who provided the Steff family residence in Boerne from Indian raids, as thanks)*



FOOTE-HAWKINS HOUSE (1879) 717 N. MAIN- Built by Avery Foote, an undertaker who died of smallpox. Note unusually steep roof and two windows staggered height.



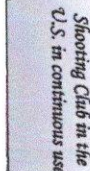
## SOUTH BOERNE

SOUTH OF THE CIBOLO CREEK

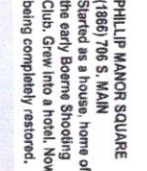
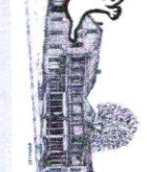
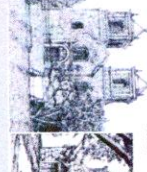
*Boerne has the oldest  
Shooting Club in the  
U.S. in continuous use*



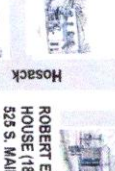
KRONKOSKY TOWER (1911) HIGHLAND DR. - Was part of Albert Kronkosky Estate. Now property owned by Benedictine Sisters.



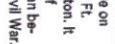
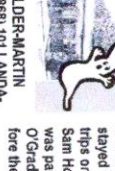
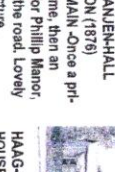
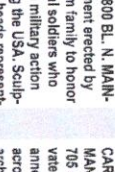
ST. PETER'S CATHOLIC CHURCH (1923)  
800 BL. S. MAIN- Church built by parishioners with rocks from their homesteads to replace 1866 Church. Attempts of Dioceses to demolish Church later for new one went to Supreme Court. City of Boerne won. In towers saved and expansion seen to right of 1923 Church.



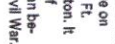
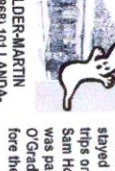
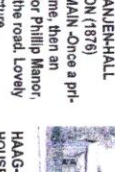
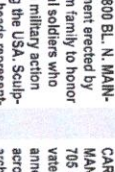
JAMES-SYKES HOUSE (1870)  
Owned by Maria Sykes 99-year granddaughter of John James who platted the original town of Boerne in 1852. Has an East Coast flavor (VA) to the limestone architecture.



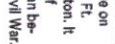
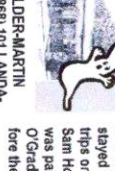
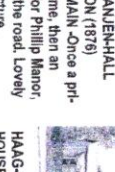
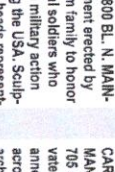
MOORE-YOUNT HOUSE (1906) 206 E. ROOSEVELT- A "Sears Roebuck" house. It has been expanded into a lovely large wooden home with magnificent old oak trees around it. Renovated by the Yount family.



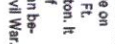
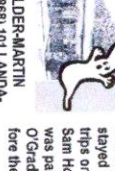
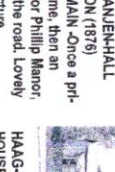
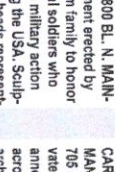
VETERAN'S PARK  
(1923) 800 BL. S. MAIN- Monument erected by Graham family to honor all local soldiers who died in military action serving the USA. Sculpture of heads representing all services added later by Jay Heister, local artist. Recently renovated with the addition of the Walk of Honor.



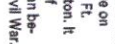
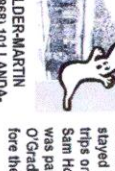
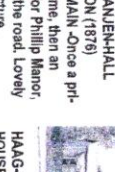
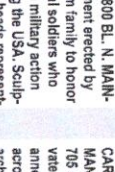
CARSTANJEN-HALL MANSION (1876)  
705 S. MAIN- Once a private home, then an annex for Philip Manor, across the road. Lovely architecture.



HAAG-CALDER-MARTIN HOUSE (1888) 101 LANDA- Has had many owners and used as a rental. Purchased & restored by Sue Martin in 2002 into a lovely home.



ROBERT E. LEE HOUSE (1889)  
523 S. MAIN- General Robert E. Lee stayed here on trips on to Ft. Sam Houston. It was part of O'Grady Inn before the Civil War.



BOERNE CEMETERY (1867) Texas Historical Cemetery and Historic Marker for George Wilkins Kendall. Early pioneers buried here. Get tour map from Boerne Library Research Room for walking tour.

BOERNE CEMETERY  
ESTABLISHED 1867  
WILKINS-1868 CEMETERY - 2001

# HISTORIC DOWNTOWN BOERNE

## Walking Tour Map

*Boerne was formed in 1849 by German immigrants. Kendall County became the most thoroughly German populated area in Texas during the immigration which was over by the 1870s.*

Ed Clemens Homes (1900)  
448 S. MAIN - Three Victorian houses in a row built by Ed Clemens. All had picket fences at one time.



THEIR HAUS (1858) 100 BL. NEWTON ALLEY.  
One of oldest houses in town, of rare half-saddles construction. Home to the Their family with Blacksmith shop in front.



ADLER-BERGSMANN LUMBER (1911)  
236 S. MAIN - Oldest lumber hardware store in Boerne. Survived Wal-Mart and Home Depot!



WENDLER HOUSE



FABRA SMOKEHOUSE (1887) 194 S. MAIN - Part of early Fabra Grocery & Butcher Shop. Was incorporated into the architecture of the big building to protect it.



### HAUPTSTRASSE

### HAUPTSTRASSE

VOGT BUILDING  
(1912) 401 S. MAIN - Originally a grocery & dry goods store. Now is the popular Hill Country Bakery.



EBENSBERGER-FOWLER HOUSE (1907) 116 PECAN - Lovely Victorian with hipped roof and wide, curving porch. Restored by the Fowlers.



Pecan

DIETERT (WILLIAM)-JONES HOUSE (1856)  
604 E. RIVER RD. Dietert had the first business in town, a mill where dam is across the street. Interesting house history.



Thelissen St.

GOTTLEB WESS HOME (1887)  
106 E. THEESSEN - Mr. Weiss was a German pioneer blacksmith with his shop in the back. In Weiss family for over 100 years.

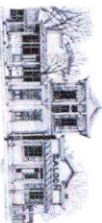


KUTZER House (1890)  
208 E. THEESSEN - Has been greatly altered with added porch & rooms



James St.

KRAUSE BLDG & ORT SALOON (1880) OLDE TOWNE  
Once a residence, a store and a saloon, that had the "Best Chilli in town" Now part of large shopping center with unique shops.



LUCKENBACH ASHER HOUSE (1849)  
118 E. JAMES - One of the oldest German Pioneer Limestone homes in Boerne



*John G. O'Grady was the first who documented Boerne's early history with the Texas Almanac.*



Haunted Places

*The Boerne Village Band, which has a summer concert series at Main Plaza is the oldest German Band outside of Germany. It was formed in 1860 by Karl Dinger and has never stopped.*

F. San Antonio  
MAIN PLAZA (1850)  
Has been the focal point of people gathering from the early days when farmers came to town to trade and stayed on the Cholo Creek behind it.



HISTORIC KENDALL COUNTY COURTHOUSE (1870) 204 E. SAN ANTONIO. Front part by Alfred Gibbs, added in 1909. The Old Jail can be seen next door.



*The 1870 Kendall County Historic Courthouse is the second oldest courthouse in Texas in continuous use (Cass Co. Courthouse in 1861 is the oldest - Kendall Co was formed in 1863 and the courthouse wasn't built until later because of post Civil War economic conditions and Reconstruction)*

Plant St.



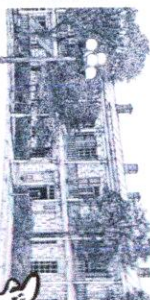
Vog-Clegg Cabins

public restrooms

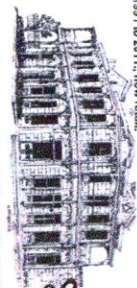


Blanco

YE KENDALL INN (1859)  
128 W. BLANCO - Built as a home. Later expanded as hotel & stage stop. Now multi-use hotel with dining room, large conference center and shops.



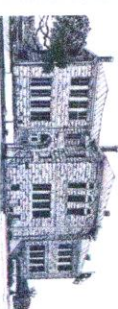
DINGER (JOSEPH) BUILDING (1890)  
210 N. MAIN - Began as a grocery store & home, later "Antler's Restaurant" office then was the Boerne Public Library from 1991 to 2011. Now retail.



*The Boerne Public Library has on display a rare 1614 Low German Bible. Only 6 known in the world today (brought to Texas in 1840s from Olenburg, Prussia)*



KUHN MANHANG HISTORICAL HOUSE (1885)  
402 E. BLANCO - Built for Wm. Kuhnman, a German immigrant and pharmacist. Later owned by Salina King from England House & early Pioneer Kitchen operated by Historical Society.  
HENRY J. GRAHAM BLDG (1875)  
Originally a bank an has been moved several times with different uses.



BOERNE CITY HALL/UTILITIES (1919)  
402 E. BLANCO - Originally Boerne High School designed by Alfred Giles



COYLE HOUSE



Cottonwood

EBENSBERGER-MURPHY HOUSE (1923) 158 COTTONWOOD - A unique design for this area, made of hollow brick with white stucco cover.

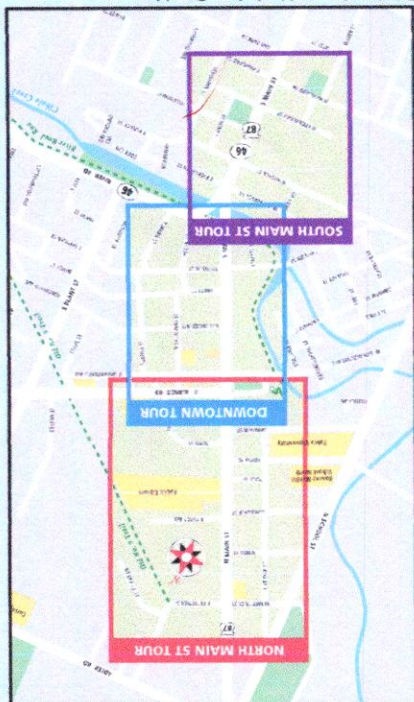


Hokekamp House (1905)  
Victorian

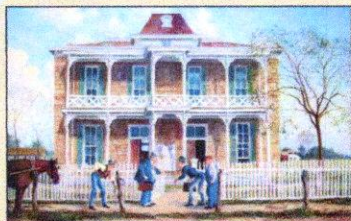


River Road / Hwy 46

Cholo Creek



Dienger Building #2



Kendall Co. Courthouse #25

- Our cemetery (700 N. School St.) is filled with the graves of many pioneers who sought freedom and lived and died in Boerne. Many of their descendants are still living in Boerne.
- At the Boerne Visitor Center (282 N. Main St.), gather information on Boerne events, its many unique shops, restaurants, lodging accommodations and more. [www.visitboerne.org](http://www.visitboerne.org)
- For more detailed information about Kendall County and Boerne history visit [www.rootsweb.ancestry.com/~tkkendal/](http://www.rootsweb.ancestry.com/~tkkendal/)
- Visit the Patrick Heath Public Library (451 N. Main St.) to see old photographs and learn about the rare 1614 Bible on display there.
- Stroll along the Cibola Trail following the creek, relax, visit the ever popular ducks and most of all, enjoy your visit to Boerne and come back!

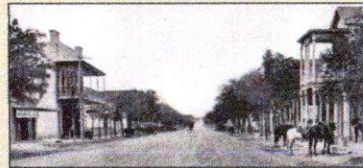


Early photo of the Boerne Village Band

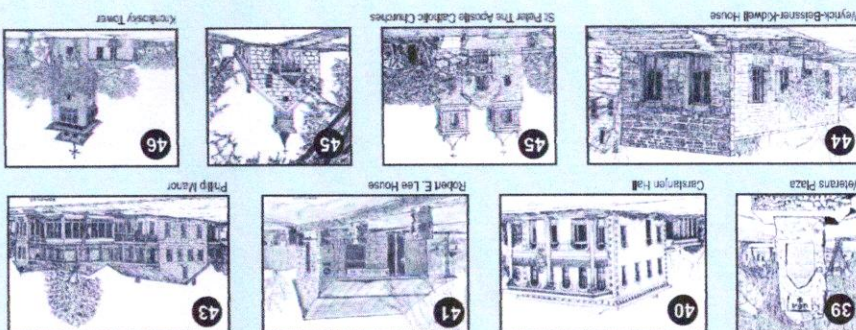
The City of Boerne is named for Ludwig Borne, who inspired many to leave Germany in the 1840's and travel to the new world. Some of these German pioneers created a settlement called "Tusculum" near present day Johns Road. The town of Boerne was founded a mile south of this settlement in 1852 when Gustav Theissen and John James drew up a plat along the Cibola Creek.

As businesses grew and stagecoach routes began to appear in the area, Boerne itself began to develop, as well. A post office and stage stop was opened by August Staffel in 1856. William Dietert established Boerne's first business, a gristmill and sawmill on the Cibola Creek. Soon the town was in possession of a blacksmith shop, a livery stable, a butcher shop, a saloon and a general store. Professor Karl Dienger even created a private school in the 1860's.

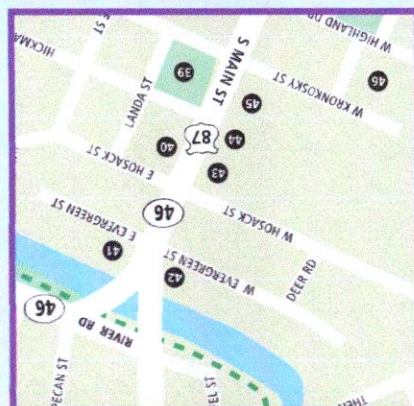
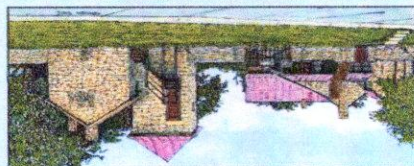
Boerne is a historical delight to visit in its beautiful setting along the Cibola Creek in the Texas Hill Country. The German immigrants brought with them their own language, customs and music, which are still very much alive, more than 160 years later. The pioneer settlers suffered extreme hardships; exposure, disease, primitive living conditions as well as Indian raids. The Germans came to colonize and through hard work, they created a town and built unique buildings that have been treasured, preserved and restored. These are the lovely homes, churches, schools and businesses that you are visiting today!



Hauptstrasse c. 1890



Ranch House 1407 S. Main. Located in the Wal-Mart Lot



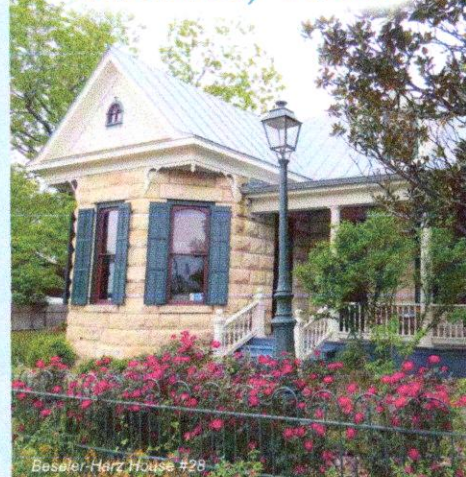
- Historical Marker  
Entrance to the lower is by appointment only.  
which can be seen from many vantage points around Boerne.
46. Krunkosky Tower (1911) - 419 W. Highland (Photo)  
Built by San Antonio business man, Albert Krunkosky as part of his lavish estate.  
structures went all the way to the United States Supreme Court.
45. St. Peter The Apostle Catholic Church - 202 W. Krunkosky (Photo)  
The little church on the right was built in 1866 by George W. Krunkosky for his family.  
After a bigger church, modeled after Mission Concepcion in San Antonio, was completed in 1923. In 1997, a court case concerning alleged historic structures went all the way to the United States Supreme Court.
44. Weyrick-Balsesser-Kidwell House (1879) - 714 S. Main (Photo)  
One of the oldest commercial buildings in Kendall County. Originally a grocery store.  
luminous guest house and event venue.
43. Philip Manor (1860) - 708 S. Main (Photo)  
Started as a simple house and grew into a hotel, stage coach stop, shooting club, saloon, bowling alley, meeting hall, dance hall and theater. Today, a  
was relocated from Crystal, TX and renovated in the late 1980s. Now retail.
42. Traditions-Vander House (late 1800s) - 518 S. Main  
The original house, now behind the depot, was moved slightly a number of times to  
accommodate Main St. construction and the new owners plans. The Depot building  
was relocated from Crystal, TX and renovated in the late 1880s. Now retail.
41. Robert E. Lee House (1860) - 525 S. Main (Photo)  
It is said that General Lee stayed here on his way to Ft. Sam Houston from Camp Verde. It was part of the O'Grady farm, operating before the Civil War.
40. Carstenen Hall (1872) - 707 S. Main (Photo)  
Lodging Carstenen was one of the very first German immigrants to Boerne. After his family moved to Souderton, the home was as an annex to the Philip Manor.  
Later became a restaurant. Currently retail.
39. Veterans Plaza (1922) - 801 S. Main (Photo)  
Monument erected by the United States. Sculpture representing the different services was later done by J. Heister, a local artist. Recently renovated and is maintained by the Boerne Parks & Recreation Department.

## South Main Street Tour

## MAP & GUIDE

# Historic Walking Tour

## Boerne, Texas



Baseler-Hartz House #26



Boerne Convention and Visitors Bureau

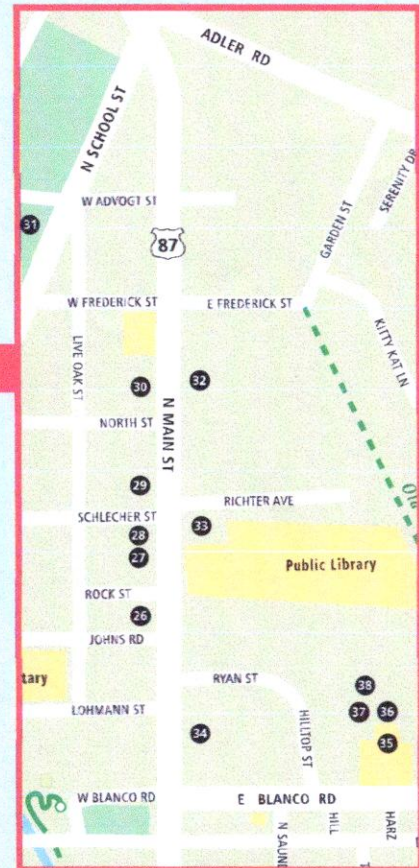
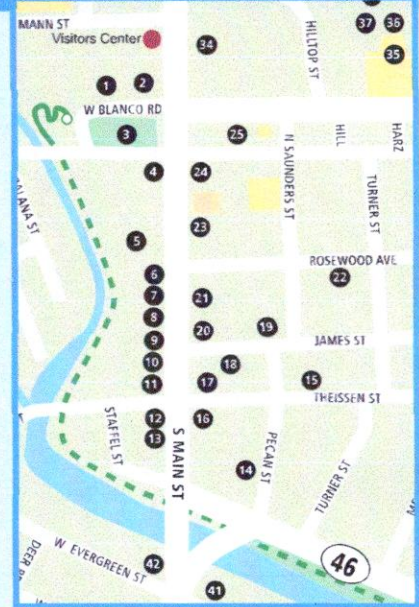
[www.visitboerne.org](http://www.visitboerne.org)

## Downtown Boerne Tour

- The Boerne Hotel/Ye Kendall Inn/The Kendall\*** (1859)  
128 W. Blanco (Photo) - Originally built as a private home and later expanded as a hotel and stagecoach stop, it is now a destination hotel and both a Texas and a National Landmark.
- Dienger Building\*** (1894) - 210 N. Main  
It has been a grocery, residence, restaurant, office, Boerne Public Library. Now retail, cafe and event venue.
- Main Plaza** (1852) - 100 N. Main (Photo)  
Originally known as the Common Area used to water livestock awaiting a cattle drive, Main Plaza is now the site of many festivals and town gatherings.
- Carstensen Building** (1901) - 106 S. Main  
The property was used as a livery stable prior to the construction of the building. Once built, it was used as a pharmacy for many years. Now retail.
- Fabra Smokehouse\*** (1887) - 194 S. Main (Photo)  
Was part of the Fabra Grocery and Butcher Shop. The building that is now the Boerchs was built around the Smokehouse to preserve the historic structure.
- Old Citizen's State Bank** (1908) - 210 S. Main  
Originally, part of the Fabra complex of buildings, a confectionary store until 1920. Then converted to a bank. Now retail.
- H.O. Adler Building** (1902) - 236 S. Main (Photo)  
Originally, a single story general store. Replaced in 1911 by the current structure where the owners resided upstairs.
- Theis House\*** (1858) - Newton Alley (Photo)  
One of the oldest structures in town. Hand hewn beams and poles are held together with wooden pegs, mud and daub construction visible. Restored by Ruby and Edgar Bergmann.
- Wendler-Houston House** (1860) - 302 S. Main (Photo)  
Built by Henry Wendler, a cabinet maker and early Boerne business man. Now retail.
- Wendler-Vollbrecht Tin Shop** (1850) - 322 S. Main Built by Henry Wendler, later acquired by his brother-in-law, Louis P. Vollbrecht, a tin smith who stayed active in the shop until 1943 at the age of 90. Now retail.
- Staffel-Shumard Building\*** (1850's) - 334 S. Main  
This building served as a livery stable office and Boerne's first post office. Later was used as Boerne's first telegraph office. Now retail.
- Ed Clemens Houses** (Early 1900s) - 424, 438 & 448 S. Main (Photo)  
Three Victorian houses built in a row by Ed Clemens for Rudolph Carstensen's daughters. They however all married and moved away without ever living in them. All had picket fences. Now retail and commercial.

- Sach's Garage** (1927) - 470 S. Main  
Property was a car dealership and repair shop until Mr. Sach died. Remained vacant for a time and was then opened as an antique shop in 1989. Now retail.
- Vogt-Richter House** (1914) - 124 Pecan  
Another Ed Clemens house with Victorian porch and columns.
- The Kutzer Home** (1890) - 208 E. Theissen  
Members of the Kutzer family lived in this home for 35 years until they moved to live in their commercial building (#20 on this tour). There was a cotton gin attached to this house. Albert Kutzer had the first gasoline distributorship, sold automobiles and was mayor of Boerne.
- Joe Vogt Building** (1912) - 401 S. Main (Photo)  
Originally, a grocery and dry goods store. Now a cafe and bakery.
- Gottlieb-Weiss House** (1887) - 106 E. Theissen (Photo)  
Mr. Weiss was a German pioneer blacksmith with his shop in the back. Was in the same family for over 100 years. Now commercial.
- Schrader-Hartmann House** (1880) - 115 E. James  
A lovely historic Boerne home. Note the unusual porch and woodwork.
- Luchenbach Houses** (1894) - 115 & 124 E. James (Photo)  
Sold limestone from foundation to gables. Renovations at 124 E. James bear the "Ringtail Rhino" Signature Mark and date of 1908.
- Albert Kutzer Garage** (1919) - 265 S. Main  
One of the first automobile garages in Boerne in a time of transition from horse and carriage to automobiles. Now retail.
- Ort Saloon & Bakery** (1890s) - 259 S. Main (Photo)  
Owners lived upstairs. Now retail and restaurant.
- St. John's Lutheran Church** (1932) - 217 E. Rosewood  
Rock church was built in 1932 with the tower added at a later date. Unique interior.
- Ziegler Building** (1902) - 179 S. Main  
Was a hardware store with a basement and an elevator that accommodated large merchandise. Supplies were stored on the top floor. Was also used as residential rental property. Now retail.
- Kuhfuss-Gilliat Building** (1908) - 129 S. Main  
Primarily used for retail including grocery, general store, pharmacy, western auto and more.
- Historic Kendall County Courthouse** (1870) - 204 E. San Antonio.  
(Photo) Second oldest Texas courthouse in continual use. The front portion was added in 1909. Renovated in 1999 for county use when the new courthouse was built.

\*Historical Marker



## North Main Street Tour

- St. Helena's Episcopal Church\*** (1881) - 410 N. Main (Photo)  
In 1881, St. Helena's was the first church allowed within the city limits of Boerne. Originally, a small wooden church that was demolished in 1929 for the new stone, Gothic-style church.
- Hagemann-Gremmel-McGinnis House** (1890) - 508 N. Main  
Originally three rooms and a basement. Interesting additions enhance early theme.
- Beseler-Harz House** (1903) - 518 N. Main (Photo)  
Built by the well-known builder, Ed Clemens, with limestone quarried from nearby Ranger Creek, sawn into large rectangles. Note lovely carved porch.
- A.S. Toeppenwein-Wilcox House** (1894) - 612 N. Main (Photo)  
A.S. Toeppenwein was a master craftsman, furniture and cabinet maker with a well-known "Ring Tail Rhino" trademark. Note the lovely wrap-around front porch with conical roofline.
- Leesch-Harz House** (1907) - 712 N. Main (Photo)  
Easily recognized by the red roof and large wrap-around porch, the house was built by Henry Clemens for a descendant of early German settlers.
- Historic Boerne Cemetery** (1867) - Advogt and School St.  
Many early pioneers are buried here, including George Wilkins Kendall. The 1st burials were of a family scalped by the Indians. Well cared for by the City of Boerne Parks and Recreation Department and Cemetery Foundation.
- Footo-Hawkins House** (1879) - 717 N. Main (Photo)  
Built by Avery Footo, an undertaker who died of smallpox. Note unusually steep roof and the 2 windows of staggered height.
- Kuhfuss-Schweppe House** (1860) - 515 N. Main  
Very active in Boerne politics and religion, Wilhelm Kuhfuss owned a large portion of what is now North Main St. In the 1860's, this house served as the courthouse.
- Luckenbach House** (1860) - 265 N. Main  
Originally a log cabin, the house was purchased as a retirement home by Jacob Luckenbach who is often incorrectly called the founder of Luckenbach.
- Old Boerne High School/Old Boerne City Hall\*** (1910) - 402 E. Blanco (Photo)  
Original Boerne High School. Used for City offices from 1950-2020.
- Old Boerne Public School\*** (1870) - 402 E. Blanco  
The first Boerne public school. The two room school house was restored, and used as the City Hall annex until 2020.
- Kuhlmann-King Historical House\*** (1885) - 402 E. Blanco  
Built for Wm. Kuhlmann, a German immigrant, and later owned by Salina King from England. The house and kitchen are operated by the Historical Society and available for tours from 12:00-3:00 pm on 2nd Saturdays.
- Henry J. Graham Building\*** (1891) - 402 E. Blanco  
Originally a bank and has been moved several times with different uses. Now is a museum and open for tours with the Kuhlmann-King House.



Ye Kendall Inn



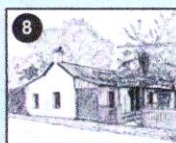
Main Plaza



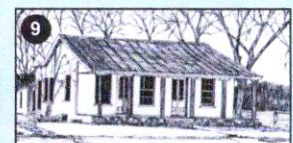
Fabra Smokehouse



H.O. Adler Building



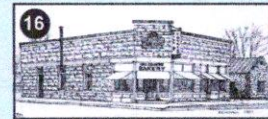
Theis House



Wendler-Houston House



Ed Clemens Houses



Joe Vogt Building



Gottlieb-Weiss House



Luchenbach Houses



Ort Saloon & Bakery



Historic Kendall County Courthouse



St. Helena's Church



Beseler-Harz House



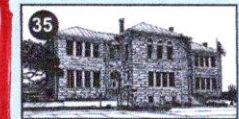
A.S. Toeppenwein-Wilcox House



Leesch-Harz House



Footo-Hawkins House

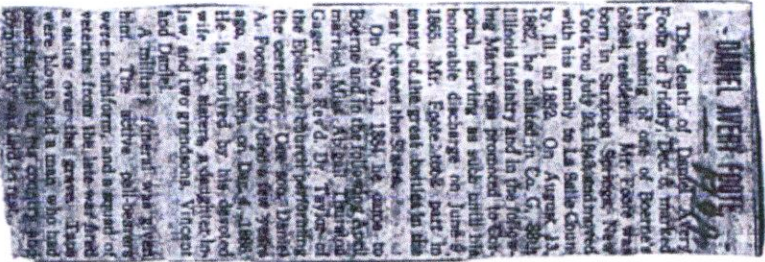


Boerne City Hall



Photo added by Marilyn Dahl

 Add Photos

 Request Photo

**Daniel Avery Foote**

## BIRTH

23 Jul 1843

Saratoga Springs, Saratoga County, New York, USA

# DEATH

5 Dec 1924 (aged 81)

Boerne, Kendall County, Texas, USA

## BURIAL

## Boerne Cemetery

Boerne, Kendall County, Texas, USA [Add to Map](#)

## PLOT

Section SW11, Lot 249

## MEMORIAL ID

32292144 • [View Source](#)

## SHARE

**+ SAVE TO SUGGEST EDITS**

MEMORIAL

PHOTOS 2

## FLOWERS 1

G.A.R.

## Family Members

## Spouse



Abigail Thurston Gager Foote

1852-1943

## Children



Daniel Avery Foote Jr

1886-1916

Added by Libby Quintero

## Flowers

Plant Mer

Attachment 2: Historic District Survey Information for 717 N Main St & 711 N Main St

PropertyID 19840 Subdivision S15065 - Boerne Original Block Lot 15, Survey # 7 BPL 8

Historic Name Footo House

Common Name Footo House

717 N Main St

Boerne Texas 78006

USGS Quad Extant

Date 1900 Est.

Style Queen Anne Shingle

Architect

Builder

Historic domestic Current domestic

GIS Long -98.73495833 Lat 29.80037778

Zoning

Historic Designation: Natl Register district contributing Eligible:



#### Historic District:

Level of Significance

Period

Threats none

#### Significance:

Built around 1900, the Footo House exhibits a unique mix of Queen Anne and Shingle style details. The Shingle style influence is visible in the roof form and the second story cladding. A steeply pitched side-gabled roof with a large hipped dormer is the dominate element of the home. Unlike Queen Anne roofs that stress the vertical, the symmetrical roof of the Footo House emphasizes the horizontal and ties the home firmly to the landscape. Rustic wood shingles, the hallmark feature of the Shingle style, cover the upper story of the home.

Other details of the home are clearly influenced by the highly popular Queen Anne style. The two cutaway bay windows, decorative wood trim, and turned columns of the porch all reflect the complexity and decorative emphasis of the Queen Anne style.

New Yorker Daniel A. Foote and his wife Abigail operated a furniture store and funeral business in Boerne during the early 1900s. Their son, Daniel Avery Foote Jr. married Louis Zoeller, daughter of George Zoeller, Kendall County sheriff from 1900 to 1908.

**Integrity**    high                      **Condition**    good

**Additions**    extensive rear additions

**Roof**    gable - side, dormers -

**Plan**    rectangle

**Stories**    2

**Roof**    shingle composition

**Walls**    wood clapboard    wood shingles

**Porch**    full face, shed, turned columns

**Built Landscape**    metal fence  
                                 stone/paver walk  
                                 pool/pond

#### **Natural Landscape**

#### **Description:**

The two-story Foote House was built circa 1900. The home features a steeply pitched side gabled roof with a large central hipped dormer. Wood shingles cover the upper story walls and wood clapboard siding covers the lower story. A porch with turned columns and a lattice frieze stretches across the front facade. Earlier balusters have been replaced by lattice. Cutaway bay windows form shallow extensions on both the north and south side elevations. Decorative wood trim is included on the southern bay window.

The second story windows on the south elevation have been altered and new openings created. The semicircular shingle detailing above the ventilation openings are later additions. The current entry door presumably replaced an earlier plank-style door. Extensive additions have been made to the rear of the house.

**Notes**    Photos of the house are part of the Louis Zoeller Foote Collection at the Institute of Texan Cultures.  
                 (Call No. 92-114 & 92-115)



**Sources** Sanborn Maps

Kendall County Appraisal District

Boerne Public Library, Vertical Files #8

1900 and 1910 U. S. Census Records

Garland A. Perry, *Historic Images of Boerne, Texas*. San Antonio, Texas: Perry Publications. 1998: 42.

Research: Amy Unger

**Sanborn Maps:** 1937

**Recorder** Brandon Melland

**Created** 11/18/2008 **Modified** 2/23/2009

PropertyID 19838 Subdivision S15065 - Boerne Original Block Lot 15, Survey # 8 BPL

**Historic Name**

**Common Name** 711 N Main St  
 711 N Main St  
 Boerne Texas 78006

**USGS Quad** Extant

**Date** 1950 Est.

**Style** Postwar Ranch

**Architect**

**Builder**

**Historic** **Current** commerce/trade

**GIS Long** -98.73426389 **Lat** 29.80026944

**Zoning**

**Historic Designation:**



**Eligible:**

**Historic District:**

**Level of Significance**

**Period**

**Threats** none

**Significance:**

The home at 711 N. Main St. is a good example of the Postwar Ranch style homes built in Boerne during the mid 20th century. Constructed as residential infill in the 1950s, the home exhibits several of the distinctive characteristics of its style including a predominantly horizontal, asymmetrical facade; low pitched roof; metal casement windows; and a large front picture window. The home adapted the west coast Ranch style to the south Texas region through the use of limestone facing. After World War II, limestone facing became a popular means of connecting a building with the German Texas building tradition established in Boerne during the 1800s.

Only a small portion of the property fronts N. Main St. and the house, now converted to commercial use, is located outside the current historic district boundaries. Nevertheless, the structure is considered to contribute to the historical character of the area.

**Integrity** medium      **Condition** good

**Additions** possible addition to left side

**Roof** hipped

**Plan** rectangle

**Stories** 1

**Roof**

**Walls** limestone      wood clapboard

**Porch** shed

**Built Landscape** driveway - asphalt  
parking lot - asphalt

### **Natural Landscape**

### **Description:**

This Postwar Ranch style residence, now being used commercially, was built around 1950. It features a deep overhanging hipped roof with a shallow pitch. Its plan may have originally been rectangular, but with an addition is currently more irregular. There is one interior chimney covered in a limestone facing as is a majority of the home. The main entrance is paneled with glazing and the windows are casement in type.

**Notes** KCAD date = 1949



Sources Kendall County Appraisal District

Research: Daniel Lazarine

Sanborn Maps:

Recorder

Created 11/18/2008 Modified 2/23/2009

Photos of interior of 717 N. Main shared by Mr. and Mrs. Franke



**Upstairs bedroom with original windows and glass.**



**Small arch window in closet upstairs.**



**Upstairs original windows  
and glass**



**Typical original door and glass  
transoms.**



**Typical door opening with original wood plank walls, this was covered with wall paper and then sheet rock.**



**Typical existing door and transom, with old cook stove chimney still in place.**



**Typical interior doors and transoms.**



**Existing fireplace in parlor, existing wood floor uncovered from 4 layers of material including concrete.**



**Existing existing front door.**



**View into existing dining room. Original uncovered from parquet floor.**



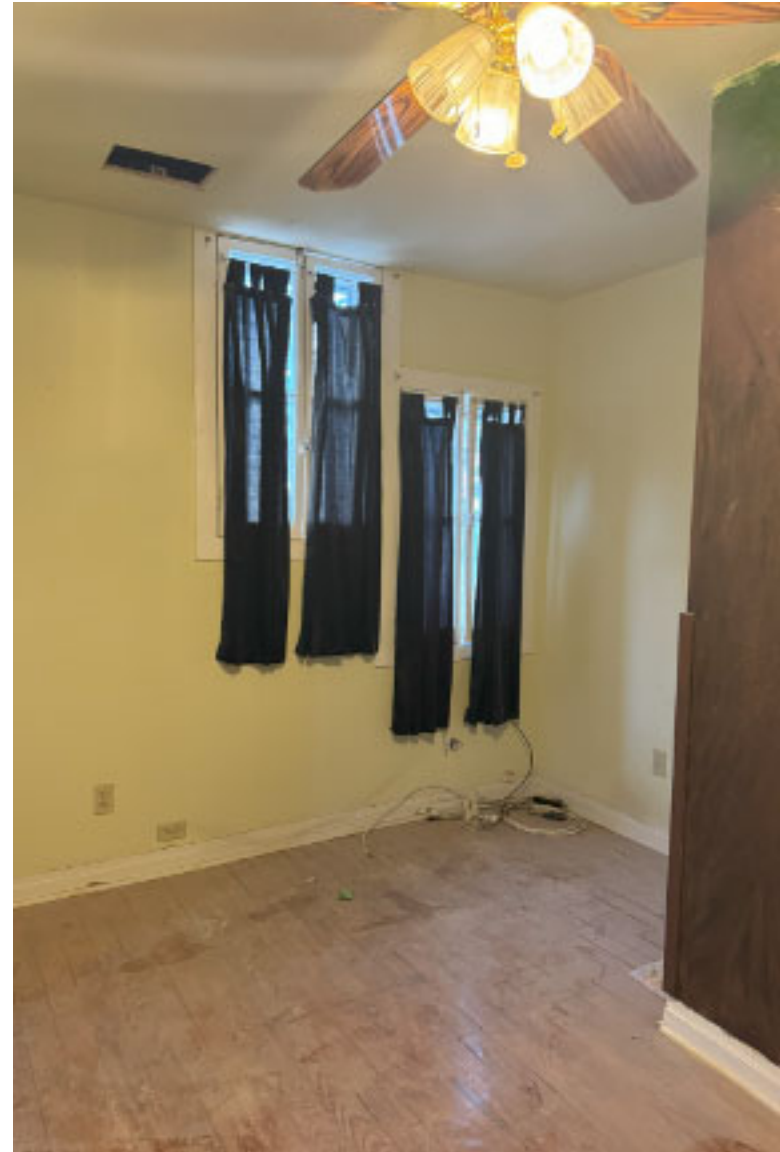
**Existing wood floor exposed from under parquet floor.**



**Second fire place in front living room.**



**Upstairs bedroom windows**



**Offset windows mentioned in Boerne Historic Walk Tour. Not sure why they are like this.**

#6 BOERNE, Texas, May 12 1904

No. J. C. Hicks (estate) for Mr. J. C. Hicks.

In Account with D. A. FOOTE,

Dealer in Furniture, Undertaker, and Embalmer.

Agent for the Deering Harvesting Machinery.

Feb 16 To Coffin	27.50
" " " " " "	10.00
" " " " " "	10.00
" " " " " "	17.50
Total	65.00



D. A. FOOTE,

ON CALL DAY and NIGHT.

Funeral Director  
Embalmer.

MAIN STREET,  
BOERNE, TEXAS.

**Excerpt of the Minutes**  
**March 5, 2024, Historic Landmark Commission Meeting**

Present:      Chairman Justin Boerner  
                 Commissioner Sally Pena  
                 Commissioner Patti Mainz  
                 Commissioner Caesar Hance  
                 Commissioner Joe Bateman  
                 Commissioner Lynnese Graves

*5.F. Consider an application for a Historic Landmark Designation*

Sara Varvarigos, City Planner II, presented the proposed Historic Landmark Designation application and explained the approval process; the Historic Landmark Commission will make a recommendation to the Planning and Zoning Commission. Next the Planning and Zoning Commission will make a recommendation to City Council, who has the final decision.

Shawn and Lori Franke, property owners, made themselves available for questions and explained they are currently in the plating process and may come back to the Historic Landmark Commission in the future for tax abatement consideration.

A motion was made by Commissioner Hance, seconded by Commissioner Bateman, to make a recommendation to the Planning and Zoning Commission and City Council to approve a request for an application for a Historic Landmark Designation.

The motion carried by the following vote:

Yeah: 5 - Commissioner Graves, Commissioner Pena, Commissioner Hance,  
Commissioner Bateman, Commissioner Mainz

**Excerpt of the Minutes**  
**April 1, 2024**  
**Planning and Zoning Commission Meeting**

Present:      Chairman Tim Bannwolf  
                 Vice Chair Lucas Hiler  
                 Commissioner Bill Bird  
                 Commissioner Susan Friar  
                 Commissioner Carlos Vecino  
                 Commissioner Terry Lemoine

Absent:        Commissioner Bob Cates

*5.B. Consider an application for a Historic Landmark Designation for 717 Main Street*

Sara Varvarigos, City Planner II., presented the proposed Historic Landmark Designation application.

Commission discussion ensued regarding the lack of requests seen by the commission for historic landmark designations. They questioned why this historic structure has not been brought forth for this type of designation prior to now.

Sara Varvarigos clarified that the structure is already a part of the city's historic district and identified as a significant structure to the district.

She further explained that it is up to individual property owners to request this type of historic designation.

Commission discussion continued regarding this designation allowing for more government oversight (more stringent requirements), benefits of tax abatements, and possible processes for revoking the designation.

Sara further clarified that if the current owner can prove an economic hardship to city council there could be the potential to revoke the designation and the city can also initiate revocation.

Shawn and Lori Franke, property owners, made themselves available for questions and explained their reasons for the request and their desire to preserve the structure; the

historic designation would allow them to fall under International Existing Building Code rules and allow them to apply for future tax abatement.

A motion was made by Commissioner Vecino, seconded by Commissioner Hiler, to recommend approval to Boerne City Council for the request of a Historic Landmark Designation for 717 North Main Street. The motion carried by the following vote:

Yea: Chairman Bannwolf, Commissioner Lemoine, Commissioner Bird,  
Commissioner Friar, Commissioner Vecino, Commissioner Hiler



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	June 11, 2024										
<b>Requested Action</b>	CONSIDER RESOLUTION NO. 2024-R43; A RESOLUTION TO ENTER INTO AN INTER LOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND BOERNE INDEPENDENT SCHOOL DISTRICT (BISD) FOR THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM.										
<b>Contact Person</b>	Steve M. Perez, Chief of Police										
<b>Background Information</b>	<p>The City of Boerne contracts with the Boerne Independent School District to provide police officers and assign them to the schools within the city limits of Boerne. There are nine SROs assigned to the nine BISD campuses. The SRO's main function is to provide police protection as permitted by the Texas Education Code 37.081. Having Boerne police officers in the schools also helps build and maintain a positive relationship between police officers, the school district, and the youth of the community.</p> <p>BISD agrees to pay a percentage of each SRO's salary plus benefits on July 30<sup>th</sup> of each year. Each year the percentage will increase by 5%. This three (3) year contract would be in effect immediately and expires in June 2027.</p>										
<b>Item Justification</b>	<table border="0"> <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>Interlocal agreement and increase student safety</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>Interlocal agreement and increase student safety</u>
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<b>Strategic Alignment</b>	Safety & Security, Fiscal Excellence C3, collaborating with community partners to enhance quality of life, F1, Committing to strategic responsible, and conservative financial management										
<b>Financial Considerations</b>	<p>Per the contract, BISD will pay the following:</p> <p>Year 2024-2025 - 60% of salary + benefits for each SRO</p> <p>Year 2025-2026 - 65% of salary + benefits for each SRO</p> <p>Year 2026-2027 - 70% of salary + benefits for each SRO</p>										

<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	Yes
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	SRO Contract

**RESOLUTION NO. 2024-R43**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND  
MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE  
AND BOERNE INDEPENDENT SCHOOL DISTRICT FOR THE SCHOOL  
RESOURCE OFFICER PROGRAM**

**WHEREAS**, pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791, the Parties are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in Section 37.081 of the Texas Education Code by providing School Resource Officers ("SROs") to the District; and

**WHEREAS**, the District and the City share a mutual goal of ensuring a learning environment in Boerne that is free from the fear of crime, violence, and victimization by providing law enforcement and related services to the public schools in the city; and

**WHEREAS**, the City Council finds it in the best interest of the citizens to enter into and manage an agreement for a School Resource Officer Program;

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

that the City Council hereby authorizes the City Manager to enter into and manage an interlocal agreement between the City of Boerne, Texas and The Boerne Independent School District for the School Resource Officer Program.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

INTERLOCAL AGREEMENT BETWEEN  
THE BOERNE INDEPENDENT SCHOOL DISTRICT  
AND  
THE CITY OF BOERNE, TEXAS  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into by and between THE BOERNE INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, (“DISTRICT”) acting through its Board of Trustees, and THE CITY OF BOERNE, TEXAS, a municipality situated in Kendall County, (“CITY”). DISTRICT and CITY may sometimes hereafter be referred to individually as “PARTY” or collectively as the “PARTIES”. This Agreement sets forth the specific terms and conditions by which the School Resource Officer Program (“PROGRAM”) will be administered. Authority for this Agreement is granted and pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791 (“COOPERATION ACT”).

**WHEREAS**, pursuant to the COOPERATION ACT, the PARTIES are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in Section 37.081 of the Texas Education Code by providing School Resource Officers (singular, “SRO”, and plural, “SROs”) to the DISTRICT.

**WHEREAS**, the DISTRICT and the CITY share a mutual goal of ensuring a learning environment in Boerne that is free from the fear of crime, violence, and victimization by providing law enforcement and related services to the public schools located within the corporate boundaries of CITY; and

**WHEREAS**, the DISTRICT and the CITY recognize the potential outstanding public safety benefits that the PROGRAM will provide the students, teachers, and staff of the DISTRICT and all the citizens of the CITY; and

**WHEREAS**, the DISTRICT and the CITY desire to build and maintain a positive relationship between police officers and the youth of our community; and

**WHEREAS**, the DISTRICT has determined it is in its best interest to enter into an agreement with the CITY to provide such police services to the DISTRICT, and it has specifically authorized peace officer(s) licensed by the Texas Commission on Law Enforcement (“TCOLE”) to carry weapons in performing such services at all DISTRICT campuses and properties within the City of Boerne corporate limits; and

**WHEREAS**, the CITY and DISTRICT find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of police protection on the DISTRICT’s campuses to the benefit of all the taxpaying citizens of the CITY and the DISTRICT.

**NOW THEREFORE**, in order to carry out the intent of the PARTIES as expressed above, and in accordance with the COOPERATION ACT, the PARTIES agree as follows:

## ARTICLE I

The term of this Agreement is for three (3) years beginning on the first (1<sup>st</sup>) day of July 2024 and shall continue in full force and effect until 11:59 p.m. on the thirtieth (30<sup>th</sup>) day of June 2027, unless sooner terminated as herein provided. This Agreement may be renewed by mutual consent for additional one (1) year terms not to exceed more than three (3) such additional terms. The process of renewal may be initiated by either PARTY by forwarding written notice to the other PARTY of such intent no less than thirty (30) days prior to the expiration of this Agreement. Renewal of this Agreement shall require action during an open meeting of the governing body of each respective PARTY hereto.

## ARTICLE II

The City of Boerne Police Department (“POLICE DEPARTMENT”) shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance of duties by the officers:

### A. Number and Assignment of Officers

1. The POLICE DEPARTMENT shall assign regularly employed SROs to the DISTRICT. The SROs will be assigned to the following campuses: Boerne High School, Samuel V. Champion High School, Boerne Middle School North, Boerne Middle School South, Fabra Elementary School, Curington Elementary School, Kendall Elementary School, Cibolo Creek Elementary School and any additional campus within the city limits of BOERNE as deemed necessary by the DISTRICT.
2. The School Superintendent, in consultation with the POLICE DEPARTMENT, shall determine the number of SROs to be employed at the DISTRICT and individual campuses for each academic school year or at any other time as mutually agreed between the PARTIES. The assigned campus will be the individual SRO's “home campus.”
3. The SROs shall be full-time POLICE DEPARTMENT employees, who are certified Peace Officers for the State of Texas and who meet all requirements as set forth by the TCOLE, DISTRICT, and the POLICE DEPARTMENT. The POLICE DEPARTMENT shall ensure that the SRO notifies the School Superintendent of any incident involving school property, students and/or employees.
4. The DISTRICT and the POLICE DEPARTMENT shall cooperate with one another to interview and review the qualifications and experience of any potential SRO proposed by the POLICE DEPARTMENT. The DISTRICT shall have the right to veto and refuse the SRO assigned with reasonable and good faith justification, and the POLICE DEPARTMENT shall propose a different SRO for consideration.
5. The POLICE DEPARTMENT shall designate and assign a qualified POLICE DEPARTMENT administrative officer licensed by TCOLE who shall serve as the Program Supervisor overseeing the SROs.

### B. Supervision

1. The SRO will report to the School Superintendent or designee in carrying out his/her day-to-day duties while acting as an SRO during school days. The POLICE

DEPARTMENT retains final authority, control, and command over the SRO's law enforcement responsibilities.

2. The SROs shall meet with the School Superintendent or designee during normal work hours at a place, time, and frequency designated by the DISTRICT. The meeting content shall encourage and maintain an effective and collaborative relationship between the PARTIES.
3. The day-to-day operation and administrative control of the SROs will be the responsibility of the DISTRICT if not delineated otherwise within this Agreement.
4. Responsibility for the SRO's conduct, both personally and professionally including any necessary discipline, shall remain with the POLICE DEPARTMENT.
5. The PARTIES shall each monitor, review, and provide oversight and supervision of the services as they are provided, and each agrees to notify the other as soon as reasonably possible, but not longer than five (days), in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory.

#### C. Equipment

1. The POLICE DEPARTMENT will provide the SROs with the same law enforcement equipment, uniforms, and vehicles that are available to other officers of the POLICE DEPARTMENT.
2. The DISTRICT will authorize the SRO to carry a weapon and act as a commissioned peace officer at all times, so long as the SRO is acting under his/her official capacity. Likewise, the DISTRICT specifically authorizes the SRO to carry a weapon in performing services at all DISTRICT campuses and properties.

#### D. Training

1. All SROs shall complete an active shooter response training program approved by TCOLE, as well as all other required training for SROs as required by law.
2. The POLICE DEPARTMENT shall be responsible for funding all department related training, and all costs related to said training, in areas deemed necessary by the POLICE DEPARTMENT.
3. The POLICE DEPARTMENT agrees to perform any obligations required to maintain all SROs as commissioned police officers with the POLICE DEPARTMENT with full Texas peace officer status.

### ARTICLE III

The DISTRICT shall provide the following, which are deemed necessary to the success of the PROGRAM and the performance to the duties of the SROs:

#### A. Facilities & Equipment

1. Access to an air-conditioned and properly illuminated private office that shall contain a telephone to be used for general business purposes.
2. A desk with drawers, a chair, a work table, a filing cabinet, and general office supplies.

3. A computer, with Internet connectivity, consistent with what is furnished to other employees.
4. IT accessories such as a mouse, keyboard, and monitor.
5. A location, such as a filing cabinet or office, for files and records which can be properly locked and secured.
6. Secretarial assistance, and printer/copier services on an as-needed basis and as available.
7. District email addresses and access badges/key cards.
8. Use of any school-owned equipment or facilities shall comply with DISTRICT policies and procedures.

#### B. Training

1. The DISTRICT shall be responsible for finding all school related training (e.g., TASRO/NASRO conference, Active Shooter training, etc.) and all cost related to said training (e.g., registration, travel, housing, per diem (or reimbursement of meals), and any yearly dues for school related organizations), for the SROs in areas deemed necessary by the DISTRICT.
2. Subject to the obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, the DISTRICT agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of DISTRICT campuses or events, and (b) unrestricted access to technology installed throughout Boerne ISD, including surveillance cameras, to provide for safety and security as permitted by law. SROs shall be designated as “school officials” under Boerne ISD Policy FL (local) for purposes of access to student records. In providing the services under this Agreement, the PARTIES agree to and shall abide by any and all federal, including but not limited to the FERPA, state and local law, including but not limited to a statute, ordinance, rule, or regulation, pertaining to such services which are in effect or come into effect while this Agreement, any violation of this Section shall constitute a material breach of this Agreement and shall entitle the non-breaching PARTY the right to immediately terminate this Agreement and seek all remedies allowed by law. The SROs agree to comply with all FERPA requirements and maintain the confidentiality of student records.

### ARTICLE IV

The following shall establish regular duty hours, compensation for overtime, reassignments, and leave time for the SROs.

#### A. Duty Hours of SROs

1. The SROs shall be assigned to their home campuses on a full-time basis during the active school year and as mutually agreed to by the School Superintendent and Chief of Police. Except as agreed to herein, the work week of the SROs shall consist of no more than forty (40) hours.

2. SROs shall report to their home campus during the school hours for their home campus. The SRO shall arrive at the home campus at least thirty (30) minutes prior to the commencement of school hours and remain at their home campus at least thirty (30) minutes following the close of school hours, as long as that extra time does not exceed 40 total hours of work a week. If the time does exceed 40 hours in a given week, the extra time will be paid by the DISTRICT to the individual SRO at the current POLICE DEPARTMENT off-duty rate. During their daily tour of duty, the SROs may be off campus, in such instances, the SROs will promptly notify the principal or the principal's designee prior to their absence.
3. Time spent by the SROs attending training or court arising out of their employment and/or duties as an SRO shall be considered as hours worked under this Agreement.
4. The regular workday hours of the SROs may be adjusted by the DISTRICT on a temporary basis for specific situations, as long as that change does not exceed forty (40) total hours of work a week. If the time does exceed forty (40) hours in a given week, the extra time will be paid by the DISTRICT to the individual SRO at the current POLICE DEPARTMENT off-duty rate. These adjustments will require the prior approval of the SRO's assigned DISTRICT supervisor and the Chief of Police or his/her designee.
5. The POLICE DEPARTMENT may temporarily reassign an SRO, without advance notice or mutual agreement of the PARTIES, for a situation deemed by the POLICE DEPARTMENT to be a public safety emergency. The POLICE DEPARTMENT may temporarily reassign an SRO for a non-school and non-public safety emergency with the DISTRICT's mutual agreement.
6. Leave time should be taken at times when the school is not in session. The SRO's assigned DISTRICT supervisor must approve all requests for leave time during normal work periods and if at all possible, reasonable advance notice should be given to the principal. The SRO will coordinate vacation hours with the School Superintendent or their designee.

#### B. Overtime Hours for SROs

1. If the school requests the SRO to work in excess of forty (40) hours within a work week, the DISTRICT will pay the officer at the POLICE DEPARTMENT'S current off-duty rate for the additional hours. DISTRICT shall complete the process for establishing direct payments to the SRO prior to any off-duty work.
2. If the CITY requests the SRO to work in excess of forty (40) hours within a work week, the CITY will be responsible for paying for the additional hours in accordance with established overtime procedures.
3. To the extent possible, any off-duty hours that relate to SRO duties for the DISTRICT must be authorized and approved in writing by the School Superintendent or their designee prior to the performance of the off-duty work and will be paid in accordance with procedures established by the DISTRICT'S personnel policy manual, and paid by the DISTRICT.

4. SROs who enter into a contractual agreement with the DISTRICT for school-related duties such as coaching, intramural after-school programs, or teaching shall be paid by the DISTRICT in accordance with the DISTRICT's established procedures. Such contractual agreements shall receive the prior approval of the Program Supervisor and must be in accordance with the POLICE DEPARTMENT's policy.
5. SROs shall have first priority to work off-duty hours authorized by school administration at their home campus for security, sporting events, and other special programs or projects. All overtime worked shall be in accordance with the POLICE DEPARTMENT's policy.

## **ARTICLE V**

Duties of the officers and the Program Supervisor involved in the PROGRAM shall include but not be limited to the following:

### **A. Duties of SROs Assigned to a School:**

The following shall be in addition to, and not in lieu of, the POLICE DEPARTMENT's obligation to provide routine patrol services on the same basis as provided to other school campuses or other properties within the City.

#### **1. Duties and responsibilities of the SRO include:**

- a. Protection of the lives and property of the students, personnel, and visitors. The SROs will be based on their home campuses. They will serve and respond to other campuses located within the City of Boerne. Their assignments to other campuses will be determined by mutual agreement of the POLICE DEPARTMENT and the School Superintendent or their designee.
- b. Enforcement of applicable federal, state, and local laws and ordinances.
- c. Investigations of criminal activity and accidents occurring at the assigned home campuses located within the corporate boundaries of the CITY.
- d. Patrolling areas within or in the vicinity of the geographical boundaries of the home campus to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SROs shall be performed, in part, with the use of CITY-owned POLICE DEPARTMENT vehicles.
- e. Being a visible presence during the school day in order to assist the DISTRICT administration with general public safety services during school hours.
- f. Maintaining the peace and/or address any breaches of the peace as needed.
- g. Engaging in all law enforcement activities arising from the enforcement of laws, including, but not limited to, issuing traffic citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement.
- h. Responding to Police calls for service during the course of the regular school day on campuses.

- i. Helping to mediate disputes on campus, when requested, including working with students to help solve disputes in a non-violent manner.
- j. Assisting with the prevention of property loss due to theft or vandalism.
- k. Providing traffic control as needed. The SRO is not expected to provide daily traffic control at intersections, crosswalks, etc.
- l. Assisting the DISTRICT with its Emergency Operation Plan.
- m. Assisting with school safety projects, participating in emergency drills, emergency response, and after-action reviews within schools when requested by a school.
- n. Providing training for staff as agreed upon by the School Superintendent and the Chief of Police.
- o. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search, and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by FERPA.
- q. Provide assistance to other law enforcement officers with outside investigations concerning students attending the DISTRICT's schools or in matters regarding their school assignment.
- r. The SROs shall not act as school disciplinarians. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- s. Make the principal of the school aware of any law enforcement action taken, as soon as practicable and in compliance with the law.
- t. Take appropriate law enforcement action against intruders and unwanted guests, at the principal or his/her designee's request, which may appear at the school and related school functions, to the extent that the SROs may do so under the authority of the law.
- u. When possible and practicable, advise the principal before requesting additional police assistance on campus.
- v. Make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- w. Become familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc.
- x. Coordinate all security efforts at assigned home campuses located within the corporate boundaries of the CITY including the coordination of a safety audit of the campus and develop a long-range plan for campus safety. The plan will

incorporate input from school staff, students, parents, and Police Department command staff.

- y. Assist the principal in identifying situations or school protocol, on campus or during school-sponsored events, which have a potential for becoming dangerous situations and develop action plans, through long-term problem solving, in an attempt to prevent or minimize their impact.
- z. Maintain detailed and accurate records of the operation of the PROGRAM.
- aa. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SROs may assist the school until the problem is solved upon request to do so.
- bb. Preparing reports and documentation related to events occurring within the corporate boundaries of Boerne ISD.
- cc. Comply with the DISTRICT's policies and procedures while acting as the SRO on DISTRICT property and at DISTRICT events.
- dd. Performing other duties that may be assigned from time to time by the School Superintendent and as approved by the Chief of Police, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with federal and state law, local ordinances and orders as well as laws applicable to DISTRICT policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the POLICE DEPARTMENT.

2. Instructional responsibility of the SROs at the high schools:

- a. All instruction by the SROs shall be as a guest speaker. The principal or a member of the faculty may request the SROs to provide instruction. The SROs shall not be asked to teach on a full-time basis.
- b. In coordination with the principal, may make a variety of specialized, short-term law and safety-related presentations available to the school faculty and students.
- c. Develop an expertise in various subjects that can be presented to the students. Such subjects should include a basic understanding of the laws, the role of a police officer and the police mission, and other topics that relate to student or school safety.

3. Duties and responsibilities of the Program Supervisor include:

- a. Program development and administration.
- b. Approving reports, overseeing problem-solving efforts, providing leadership, training, direction, and evaluations.
- c. Establishing rapport with individual principals.

- d. Performing scheduled and non-scheduled visits to the school campuses in coordination with the principals.
- e. Work in liaison with principals.

## **ARTICLE VI**

- A. The DISTRICT agrees to pay sixty percent (60%) of the CITY cost for each SRO during contract years 2024-2025, sixty-five percent (65%) of the CITY cost for each SRO during contract years 2025-2026, and seventy percent (70%) of the CITY cost for each SRO during contract years 2026-2027. It is understood and agreed to by both Parties that the CITY shall provide the DISTRICT an itemized break-down accounting to support that the subsequent five percent (5%) increase(s) are to cover actual costs incurred and not in violation of Texas Education Code Section 37.081. Each PARTY paying for the performance of governmental functions or services must make those payments from current revenues available to the paying PARTY. The DISTRICT's contribution shall be adjusted and reimbursed accordingly should any SRO be absent from the campus for an extended period (one to five consecutive school days) that is not due to a public safety emergency as declared by the POLICE DEPARTMENT or local Emergency Operations Center ("EOC"). In the event of an extended public safety emergency (one that lasts longer than five (5) consecutive school days), the DISTRICT will maintain the option of utilizing the SRO to maintain the safety and security of DISTRICT students, staff, and visitors. The option will exist only when the execution of that option does not interfere with exigent circumstances or the critical nature of the emergency. The safety of the community as a whole will take priority. The DISTRICT may also choose to release the SRO back to the POLICE DEPARTMENT during the extended public safety emergency. In any case a removal or release of the SRO during the extended public safety emergency, the DISTRICT's contribution will be adjusted or reimbursed accordingly. Authorized training and sick leave are excluded, as well as vacation days approved by the POLICE DEPARTMENT and the DISTRICT.
- B. The POLICE DEPARTMENT shall keep and maintain accurate records of dates of service and the hours served by the SRO. The POLICE DEPARTMENT shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. Records are subject to review by the Principal during regular business hours with forty-eight (48) hours' advance notice.
- C. The DISTRICT shall be responsible for school-related training and off-duty hours as discussed in Article III. B. and IV. B. above.
- D. The CITY will prepare and submit an invoice to the DISTRICT, payable to the CITY, during the term of the school year. Payment is due within thirty (30) days of receiving the invoice.

## **ARTICLE VII**

### **Dismissal of SROs/Replacement**

- A. In the event the principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the principal shall request a meeting with the SRO's supervisor in an attempt to correct the situation.
- B. If the working relationship between the principal and the SRO does not improve, mediation between the two parties, conducted by the SRO's supervisor, may be held to attempt to resolve any problems that still exist.

- C. If within thirty (30) days after such mediation of the problems cannot be resolved, the principal may recommend to the SRO's supervisor that the SRO be removed from the PROGRAM at his/her school and shall state the reasons therefore in writing.
- D. The Chief of Police and the School Superintendent shall jointly determine the status of the SRO and a replacement with suitable training acceptable to both parties shall be made if the SRO is removed from the school.
- E. The Chief of Police may dismiss or reassign the SRO based upon POLICE DEPARTMENT Rules, Regulations and/or general orders or when it is in the best interest of the DISTRICT or the POLICE DEPARTMENT.
- F. In the event of the resignation, termination, dismissal, or reassignment of the SRO, the POLICE DEPARTMENT shall provide a replacement as soon as possible. During any such vacancy, the DISTRICT's financing obligation shall be adjusted accordingly.
- G. In the event of a long-term absence by the SRO, the POLICE DEPARTMENT shall provide a temporary replacement whose training is acceptable to the PARTIES, within thirty (30) school days of receiving notice of such until such time as the SRO may reassume his/her duties.
- H. Transfers will not be permitted during the school year except under special circumstances such as vacancies or promotions. SROs requesting transfer to a new school should submit a request in writing prior to the beginning of the school year. Transfers shall be subject to the joint approval of the SRO's supervisor and the principal.

## **ARTICLE VIII**

- A. This Agreement may be terminated by either PARTY upon receipt of one (1) year advance written notice, as set forth in Article IX, that either PARTY has failed to substantially perform in accordance with the terms and conditions of this Agreement, and an attempt to mediate the issue has proven unsuccessful.
- B. Either PARTY upon expiration of one (1) year advance written notice, as set forth in Article IX, may terminate this Agreement without cause.
- C. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination.

## **ARTICLE IX**

### **Notices**

Any and all notices or any other communication herein required or permitted shall be in writing, and may be affected by personal delivery, or by registered or U.S. certified mail, return receipt requested at the address of the respective parties indicated below:

If to DISTRICT:            Superintendent  
    Boerne Independent School District  
    235 Johns Road  
    Boerne, Texas 78006

If to CITY:                    Chief of Police

The City of Boerne Police Department  
124 Old San Antonio Road  
Boerne, Texas 78006

## ARTICLE X

- A. The DISTRICT, the CITY, and their agents, employees, and officers agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by mediation. Each PARTY hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.
- B. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of the DISTRICT and the CITY shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- C. The CITY shall have no liability whatsoever for or with respect to the DISTRICT's use of any DISTRICT property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the DISTRICT. The DISTRICT covenants and agrees that:
  - 1. The DISTRICT shall be solely responsible, as between the DISTRICT and the CITY and the agents, officers, and employees of the CITY, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the DISTRICT or its agents, officers, employees, and subcontractors, while on the DISTRICT's property or while using any DISTRICT facility or performing any function or providing or delivering any service undertaken by the DISTRICT pursuant to this Agreement.
  - 2. For and with respect to the DISTRICT property or use of any DISTRICT facility, the DISTRICT hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure the DISTRICT and its agents, officers, and employees, and subcontractors, from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by the DISTRICT, its agents, officers, employees, and subcontractors in the course of their duties.
- D. The DISTRICT shall have no liability whatsoever for or with respect to the CITY's use of any CITY property or facility, or the actions of or failure to act by any agents, officers, employees, and subcontractors, of the CITY. The CITY covenants and agrees that:
  - 1. The CITY shall be solely responsible, as between the CITY and the DISTRICT and the agents, officers, employees, and subcontractors of the DISTRICT, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the CITY or its agents, officers, employees, and subcontractors, while on CITY property or while using any CITY facility or performing any function or providing or delivering any service undertaken by the CITY pursuant to this Agreement.
  - 2. For and with respect to the services to be provided by the CITY to the DISTRICT pursuant to this Agreement, the CITY hereby contracts, covenants, and agrees to obtain

and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the CITY and its agents, officers, employees, and subcontractors from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the CITY, its agents, officers, employees, and subcontractors in the course of their duties.

- E. It is specifically agreed that as between the PARTIES, each PARTY to this Agreement shall be individually and respectively be responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- F. Each PARTY hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. Neither the DISTRICT nor the CITY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.
- G. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party to right to any claim or cause of action, and neither the CITY nor the DISTRICT shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under this Agreement except as specifically provided herein or by law. The PARTIES hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- H. Nothing in this Agreement shall be deemed to extend, increase, or limit the jurisdiction or authority of either the CITY or the DISTRICT except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by the DISTRICT, and all governmental and proprietary functions and services traditionally provided by the CITY, shall be and remain the sole responsibility of each such respective PARTY.

#### **ARTICLE XI**

This Agreement constitutes the full understanding of the PARTIES and supersedes all prior understandings and agreements between the PARTIES. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the PARTY to be charged.

#### **ARTICLE XII**

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the DISTRICT and the CITY is obtained.

#### **ARTICLE XIII**

Any clause, sentence, paragraph, or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

#### ARTICLE XIV

This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performed in the City of Boerne, Texas, and venue for any action arising hereunder shall lie in Kendall County, Texas.

#### ARTICLE XV

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This Agreement shall become effective on the date of the last party to sign.

#### THE BOERNE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

#### THE CITY OF BOERNE

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Mayor/City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## AGENDA ITEM SUMMARY

<b>Agenda Date</b>	June 11, 2024
<b>Requested Action</b>	CONSIDER THE MAYORAL RE-APPOINTMENT OF JOSH SURLEY TO THE ZONING BOARD OF ADJUSTMENTS.
<b>Contact Person</b>	Mayor Frank Ritchie City Secretary Lori Carroll
<b>Background Information</b>	It is the mayor's recommendation to re-appoint Josh Surley to the Zoning Board of Adjustments.  This re-appointment was not included in the annual appointments made at the May 28 <sup>th</sup> city council meeting in error.
<b>Item Justification</b>	<div> <input type="checkbox"/> Legal/Regulatory Obligation         <input type="checkbox"/> Infrastructure Investment       </div> <div> <input type="checkbox"/> Reduce Costs         <input type="checkbox"/> Customer Pull       </div> <div> <input type="checkbox"/> Increase Revenue         <input type="checkbox"/> Service Enhancement       </div> <div> <input type="checkbox"/> Mitigate Risk         <input type="checkbox"/> Process Efficiency       </div> <div> <input type="checkbox"/> Master Plan Recommendation         <input checked="" type="checkbox"/> Other: <u>mayoral appt</u> </div>
<b>Strategic Alignment</b>	C3 – Collaborating with community partners to enhance quality of life.
<b>Financial Considerations</b>	
<b>Citizen Input/Board Review</b>	
<b>Legal Review</b>	
<b>Alternative Options</b>	
<b>Supporting Documents</b>	



## AGENDA ITEM SUMMARY

Agenda Date	June 11, 2024												
Requested Action	PRESENTATION, PUBLIC HEARING AND CONSIDER ON FIRST READING ORDINANCE NO. 2024-08; AN ORDINANCE ANNEXING APPROXIMATELY 71.474 ACRES BEING A PORTION OF RIGHT-OF-WAY ON WEST STATE HIGHWAY 46 AND A PORTION OF WEST STATE HIGHWAY 46 (KAD. NO 307605); TO THE CITY OF BOERNE, KENDALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY.												
Contact Person	Nathan Crane, AICP Planning Director <a href="mailto:ncrane@boerne-tx.gov">ncrane@boerne-tx.gov</a> (830) 248-1521												
Background Information	<p><b>REQUEST:</b></p> <ol style="list-style-type: none"><li>1. Consider on first reading an ordinance for the voluntary annexation of 71.474 acres.</li><li>2. The request is divided into two separate areas totaling 71.474 acres and includes a combination of road right-of-way and private property. The remaining acreage within the development will be considered at a future date.</li></ol> <table><tr><th>Area</th><th>Owner</th><th>Acres</th></tr><tr><td>ROW</td><td>TxDOT (State Highway 46)</td><td>.354</td></tr><tr><td>5</td><td>Forestar Real Estate Group Inc.</td><td>71.120</td></tr><tr><td><b>Total</b></td><td></td><td><b>71.474</b></td></tr></table> <ol style="list-style-type: none"><li>3. In accordance with Section 2.5 of the Unified Development Code, the property will be designated as a Holding (HOL) district until such time as the property is permanently zoned by the Council. Individual landowners will be responsible for applying to rezone their property.</li></ol>	Area	Owner	Acres	ROW	TxDOT (State Highway 46)	.354	5	Forestar Real Estate Group Inc.	71.120	<b>Total</b>		<b>71.474</b>
Area	Owner	Acres											
ROW	TxDOT (State Highway 46)	.354											
5	Forestar Real Estate Group Inc.	71.120											
<b>Total</b>		<b>71.474</b>											

	<p><b>BACKGROUND:</b></p> <p>The property is part of the City’s Extra-Territorial Jurisdiction (ETJ) and has been designated as Neighborhood Residential on the Future Land Use Map.</p> <p><u><i>Spencer Ranch Development Agreement</i></u></p> <p>The Spencer Ranch Development Agreement was approved by the Council on June 8, 2021. The agreement includes approximately 183 acres. As part of this agreement, the property is to be annexed into the City. The development plan includes single family, mixed use residential, office, commercial and mixed use.</p> <p><u><i>Municipal Service Plan</i></u></p> <p>A Municipal Service Plan (MSP) is required as part of each annexation. The MSP outlines how property in the annexed area will be served with municipal services. The Municipal Service Plan (MSP) was included as part of the development agreement.</p> <p>Texas Water will be the permanent water and sewer provider. The City of Boerne will be responsible for Fire, Police, Road Maintenance, and all other government functions.</p> <p>Access to the site is provided from Highway 46 through a new proposed collector known as Spencer Ranch Boulevard. The 2023 Mobility Master Plan identifies Spencer Ranch as a Collector Road. It also identifies Frederick’s Creek as a location for a future trail.</p> <p><u><i>Birch at Spencer Ranch</i></u></p> <p>The single-family portion of the development is known as the Birch at Spencer Ranch. The development includes 209 single-family homes on 71.12 acres. The density is 2.93 units per acre. Kendall County has issued a permit to allow grading of the site for the single-family portion of the development. The Planning and Zoning Commission has approved the final plats for phases 1A, 1B, and 2 and the preliminary plat for phase 3.</p> <p>Plat recordation is contingent on the construction of Spencer Ranch Boulevard and approval from the Federal Emergency Management Association (FEMA) of a LOMR (Letter of Map Revision).</p>
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	<p><b>MOTIONS FOR CONSIDERATION:</b></p> <p>The following motions are provided to assist the Council’s decision.</p> <ul style="list-style-type: none"> <li>- I move that the City County <b>APPROVE</b> on first reading Ordinance #2024-08 approving the voluntary annexation of 71.47 acres.</li> <li>- I move that the City Council <b>DENY</b> the request for annexation based on the following findings: (The Council will need to state the reasons for the denial).</li> </ul>
<b>Item Justification</b>	<div> <input checked="" type="checkbox"/> Legal/Regulatory Obligation         <input type="checkbox"/> Infrastructure Investment       </div> <div> <input type="checkbox"/> Reduce Costs         <input type="checkbox"/> Customer Pull       </div> <div> <input type="checkbox"/> Increase Revenue         <input type="checkbox"/> Service Enhancement       </div> <div> <input type="checkbox"/> Mitigate Risk         <input type="checkbox"/> Process Efficiency       </div> <div> <input checked="" type="checkbox"/> Master Plan Recommendation         <input type="checkbox"/> Other:       </div>
<b>Strategic Alignment</b>	B2 – Advancing Master Plan Recommendations
<b>Financial Considerations</b>	N/A
<b>Citizen Input/Board Review</b>	<p>The private property owners provided consent to the annexation and approval of a municipal service plan with approval of the Development Agreement.</p> <p>TxDOT was notified of the annexation in February 2024. No comments have been received. Municipal Service Plans are not required for roadways.</p> <p>On May 14, 2024, the Council set a date and time for a public hearing to be held on June 11, 2024.</p>
<b>Legal Review</b>	This action is a statutory requirement for annexation.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	<p>Ordinance No. 2024-08.</p> <p>Spencer Ranch Development Agreement Executed June 16, 2021</p> <p>Annexation Area Map</p> <p>Spencer Ranch Area 5 Map Location Map &amp; Legal Description</p>



## **ORDINANCE NO. 2024-08**

**AN ORDINANCE ANNEXING 71.474 ACRES BEING A PORTION OF RIGHT-OF-WAY ON STATE HIGHWAY 46 AND A PORTION OF WEST STATE HIGHWAY 46 (KAD NO. 307605) INTO THE CITY OF BOERNE, KENDALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY.**

**WHEREAS**, Chapter 43 of the Texas Local Government Code and City Charter of the City of Boerne, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state as of January 1, 2019; and

**WHEREAS**, pursuant to Section 43.1056(b) of the Texas Local Government Code the City of Boerne provided written notice more than sixty-one (61) days ago to the owner (TxDOT) of the right-of-way of the City's intent to annex the right-of-way and the owner of the right-of-way did not submit a written objection; and

**WHEREAS**, the City Council of the City of Boerne approved Resolution No. 2024-R29 on May 14, 2024, setting a public hearing for the proposed annexation of 71.474 being a portion of right-of-way on State Highway 46 and a portion of West State Highway 46 by the City; and

**WHEREAS**, the right-of-way being annexed is contiguous to and running parallel to the City limits in accordance with Local Government Code Section 43.1056; and

**WHEREAS**, the City held a public hearing on June 11, 2024, to give all interested persons the right to appear and be heard on the proposed annexation; and

**WHEREAS**, the procedures prescribed by Chapter 43 Texas Local Government Code and/or Charter of the City of Boerne, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

BEING a 0.354 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 0.354 acre tract being more fully described in attached Exhibit "A".

A 71.12 acre tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being a portion of a called 148.247 acre tract of record in Volume 1558 Page 748, a portion of a called 6.00 acre tract of record in

Volume 1558 Page 738, and a portion of a called 5.082 acre tract of record in Volume 1555 Page 39, all of the Official Records of Kendall County, Texas.

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

**Section 1.** The facts, findings, recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated herein and expressly made part hereof, as if copied herein verbatim.

**Section 2.** That the heretofore described property is hereby annexed to the City of Boerne, Kendall County, Texas, and that the boundary limits of the City of Boerne be and the same are hereby extended to include the above described territory within the city limits of the City of Boerne, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Boerne and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

**Section 3.** Services for the contiguous right-of-way being annexed with this tract will be addressed and governed under the provisions of the Municipal Maintenance Agreement between City of Boerne and TxDOT, dated September 28, 2010, as amended, and any other agreements with TxDOT applicable to this right-of-way.

The City Secretary is hereby directed to file with the County Clerk of Kendall County, Texas, a certified copy of this ordinance.

PASSED AND APPROVED on this the first reading the \_\_\_\_ day of June, 2024.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Boerne, Texas will hold a Public Hearing on June 11, 2024, at 6:00 p.m., in the Ronald C. Bowman City Council Chambers, located at Boerne City Hall, 447 N Main Street, Boerne, Texas, to discuss the following:

- A. Proposed annexation of approximately 71.474 acres being a portion of right-of-way on West State Highway 46 and a portion of West State Highway 46 (KAD No. 307605). *(One of one public hearing)*

All interested parties are encouraged to attend.

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 are available at the north entrance of the building. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 830-249-9511.

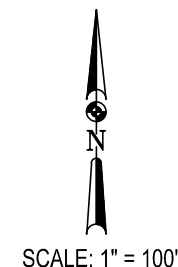
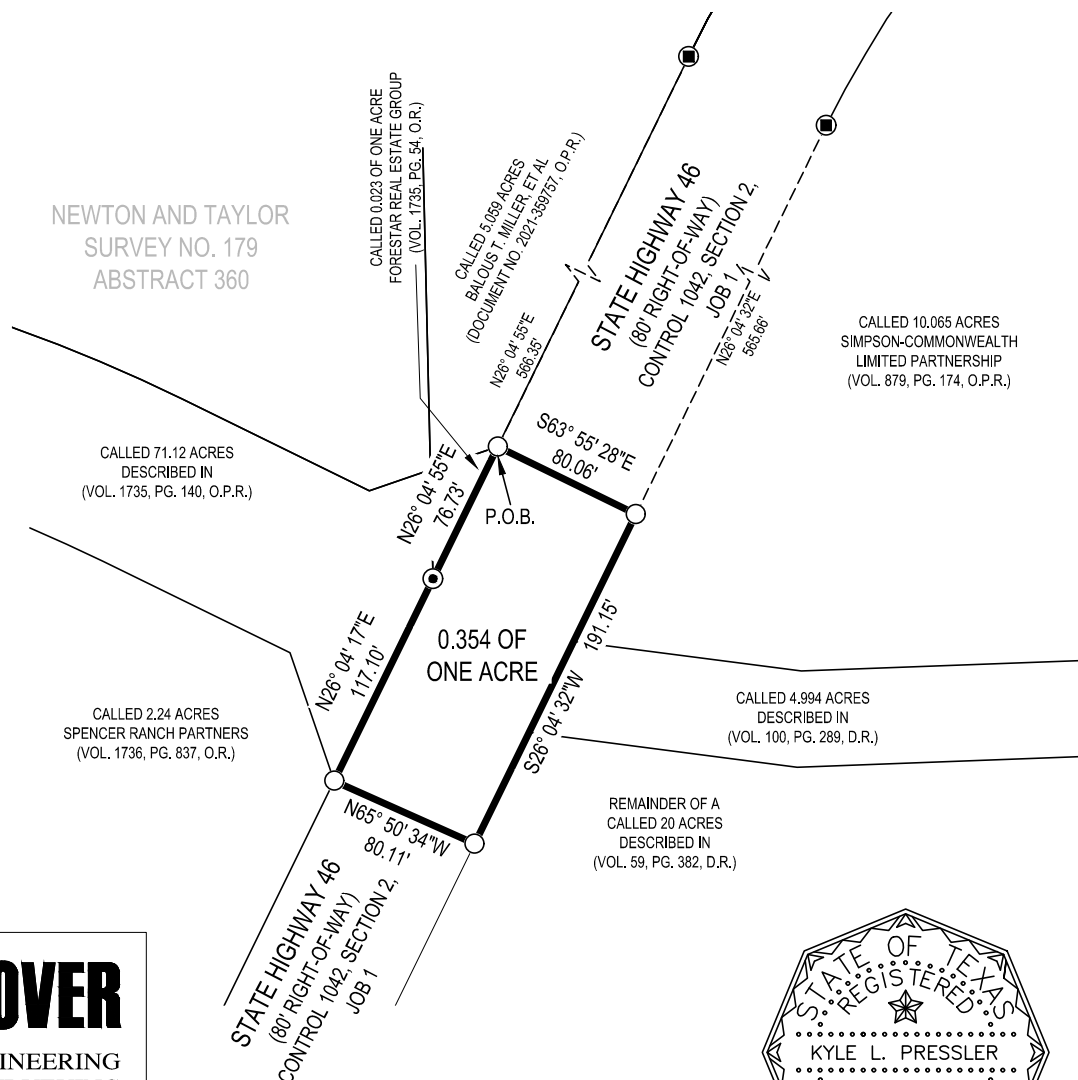
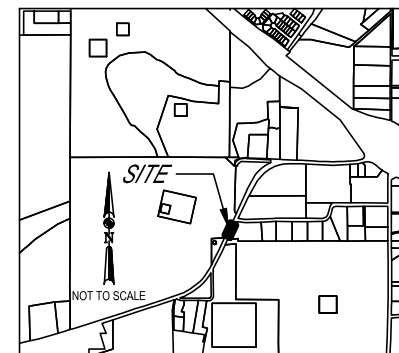
## NOTES

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 0.354 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 STATE HIGHWAY (S.H.) 46, 80' WIDE RIGHT-OF-WAY PER THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) RIGHT-OF-WAY MAP, CONTROL 1042, SECTION 2, JOB 1.

## LOCATION MAP



## LEGEND

- P.O.B. POINT OF BEGINNING
- POINT
- FOUND TXDOT TYPE I MONUMENT
- ⊙ FOUND 1/2" IRON ROD W/ YELLOW CAP STAMPED "DYE ENT SA TX"



*Kyle L. Pressler*  
 KYLE L. PRESSLER DATE: JANUARY 17, 2023  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6528  
 KYLE.PRESSLER@MATKINHOOVER.COM  
 JOB NO. 16-4072 - 0.354 OF ONE ACRE

**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

**FIELD NOTES FOR A 0.354 OF ONE ACRE TRACT OF LAND**

A **0.354 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 State Highway (S.H.) 46, 80' wide right-of-way per the Texas Department of Transportation (TxDOT) right-of-way map, Control 1042, Section 2, Job 1. Said **0.354 of one acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in the northwest 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, for 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 Records of Kendall County, Texas and for the north corner of the tract described herein, from which a found TxDOT Right-of-Way Monument, Type I, for a point of curvature in said right-of-way line and said 5.059 acre tract bears, N 26° 04' 55" E, a distance of 566.35 feet;

**THENCE: S 63° 55' 28" E**, into said S.H. 46 right-of-way, a distance of **80.06 feet** to a point in the southeast right-of-way line of said S.H. 46 and for the east corner of the tract described herein, from which a found TxDOT Right-of-Way Monument, Type I, for a point of curvature of said right-of-way line bears, N 26° 04' 32" E, a distance of 565.66 feet;

**THENCE: S 26° 04' 32" W**, with the southeast right-of-way line of S.H. 46, a distance of **191.15 feet** to a point for the south corner of the tract described herein;

**THENCE: N 65° 50' 34" W**, into said S.H. 46 right-of-way, a distance of **80.11 feet** to a point in the northwest right-of-way line of S.H. 46, at the most easterly corner of a called 2.24 acre tract of land as described of record in Volume 1736, Page 837 of the Official Records of Kendall County, Texas, a southeast corner of a called 70.12 acre tract of land as described of record in Volume 1735, Page 140 of the Official Public Records of Kendall County, Texas and for the southwest corner of the tract described herein;

**THENCE: N 26° 04' 17" E**, with the common line between said S.H. 46 and said 70.12 acre tract, a distance of **117.10 feet** to a found ½" iron rod with a yellow cap stamped "Dye Ent SA TX" at an easterly corner of said 70.12 acre tract, the south corner of said 0.023 of one acre tract, for angle of said right-of-way and the tract described herein;

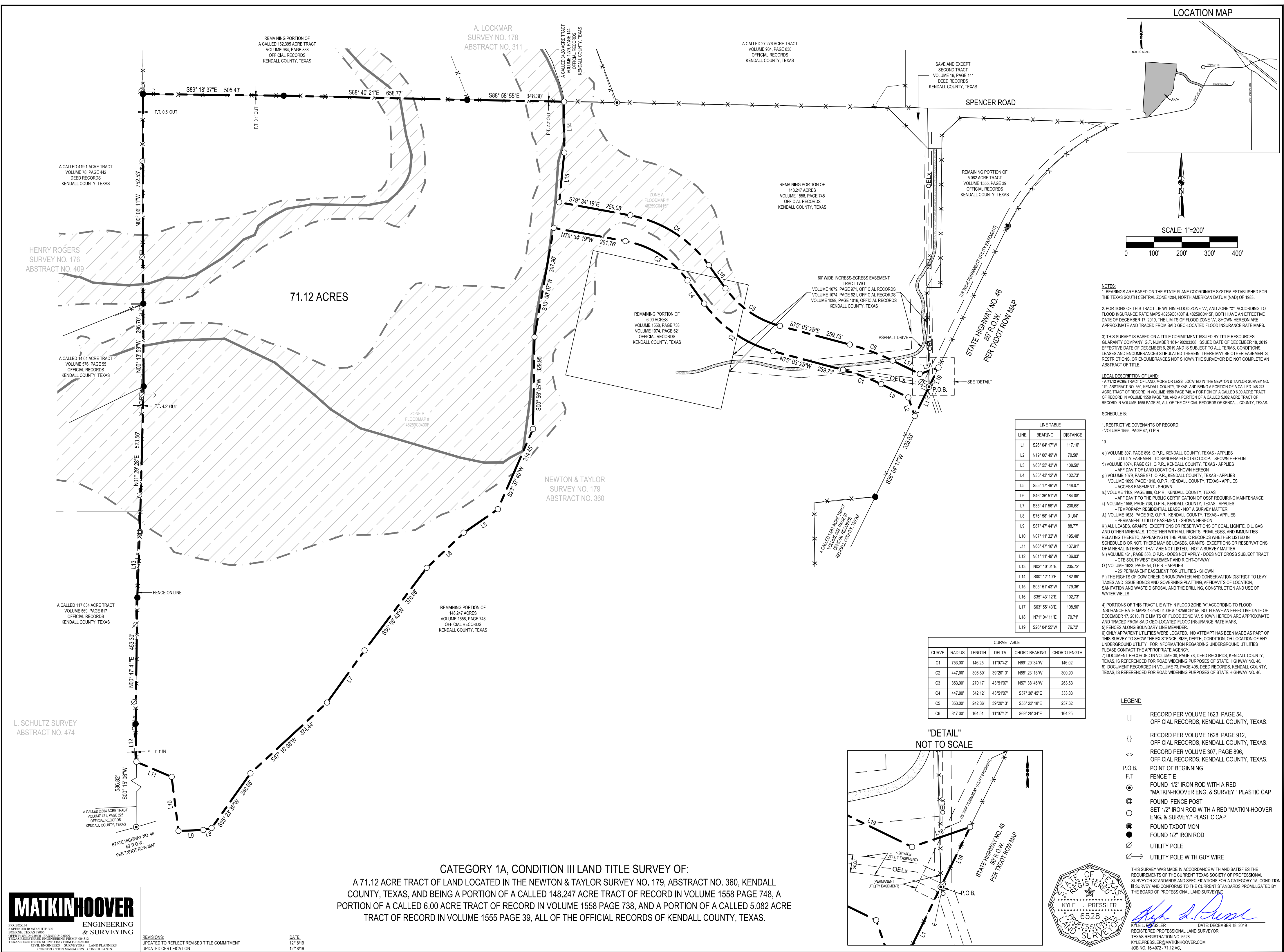
**THENCE: N 26° 04' 55" E**, with a common line between said S.H. 46 and said 0.023 of one acre tract, a distance of **76.73 feet** to the **POINT OF BEGINNING** and containing **0.354 of one acre** of land, situated in Kendall County, Texas.

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 0.354 of One Acre

Date: January 18, 2023



## FIELD NOTES FOR A 71.12 ACRE TRACT OF LAND

A **71.12 acre** tract of land located in the Newton & Taylor Survey No. 179, Abstract No. 360, Kendall County, Texas, and being a portion of a called 148.247 acre tract of record in Volume 1558 Page 748, a portion of a called 6.00 acre tract of record in Volume 1558 Page 738, and a portion of a called 5.082 acre tract of record in Volume 1555 Page 39, all of the Official Records of Kendall County, Texas. Said **71.12 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northwest right-of-way line of State Highway No. 46, at an angle point in the easterly boundary line of said 148.247 acre tract, the south corner of said 5.082 acre tract and for an angle of the tract described herein;

**THENCE:** **S 26° 04' 17" W**, with the westerly right-of-way line of State Highway No. 46 and the southeast line of said 148.247 acre tract, a distance of **117.10 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most easterly southeast corner of the tract described herein, from which a found  $\frac{1}{2}$ " iron rod in the westerly right-of-way line of State Highway No. 46 and for the northeast corner of a called 1.061 acre tract of record in Volume 602 Page 97 of the Official Records of Kendall County, Texas bears, **S 26° 04' 17" W**, a distance of 323.03 feet;

**THENCE:** Departing the westerly right-of-way line of State Highway No. 46 and into and across said 148.247 acre tract and said 6.00 acre tract, the following twenty-one (21) courses:

1. **N 19° 00' 49" W**, a distance of **70.58 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
2. **N 63° 55' 43" W**, a distance of **108.50 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature of the tract described herein,
3. With a curve to the left having a radius of **753.00 feet**, an arc length of **146.25 feet**, a delta angle of **011° 07' 42"** and a chord bears, **N 69° 29' 34" W**, a distance of **146.02 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency of the tract described herein,
4. **N 75° 03' 25" W**, a distance of **259.73 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature of the tract described herein,
5. With a curve to right having a radius of **447.00 feet**, an arc length of **306.89 feet**, a delta angle of **039° 20' 13"** and a chord bears, **N 55° 23' 18" W**, a distance of **300.90 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency of the tract described herein,
6. **N 35° 43' 12" W**, a distance of **102.73 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature of the tract described herein,
7. With a curve to the left having a radius of **353.00 feet**, an arc length of **270.17 feet**, a delta angle of **043° 51' 07"** and a chord bears, **N 57° 38' 45" W**, a distance of **263.63 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency of the tract described herein,
8. **N 79° 34' 19" W**, a distance of **261.76 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
9. **S 10° 00' 07" W**, a distance of **397.96 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
10. **S 00° 56' 05" W**, a distance of **329.95 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
11. **S 23° 37' 40" W**, a distance of **314.45 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
12. **S 55° 17' 49" W**, a distance of **148.07 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
13. **S 46° 36' 51" W**, a distance of **184.08 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,

14. **S 36° 58' 43" W**, a distance of **370.86 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
15. **S 35° 41' 56" W**, a distance of **230.68 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
16. **S 47° 16' 08" W**, a distance of **374.44 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
17. **S 35° 23' 38" W**, a distance of **240.65 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a southeast corner of the tract described herein,
18. **S 76° 58' 14" W**, a distance of **31.04 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
19. **S 87° 47' 44" W**, a distance of **88.77 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most southerly southwest corner of the tract described herein,
20. **N 07° 11' 32" W**, a distance of **195.48 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein, and
21. **N 66° 47' 16" W**, a distance of **137.91 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of a called 117.634 acre tract as described in Volume 569 Page 617 of the Official Records of Kendall County, Texas, in the west line of said 148.247 acre tract and for the most westerly southwest corner of the tract described herein, from which a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northerly right-of-way line of State Highway No. 46, for the southwest corner of said 148.247 acre tract and at the southeast corner of a called 2.604 acre tract as described in Volume 471 Page 225 of the Official Records of Kendall County, Texas bears, **S 00° 15' 06" W**, a distance of 586.82 feet;

**THENCE:** With the common line between said 117.634 acre tract and said 148.247 acre tract, the following four (4) courses:

1. **N 01° 11' 49" W**, a distance of **136.03 feet** to a found ½" iron rod for an angle of the tract described herein,
2. **N 00° 47' 41" E**, a distance of **453.30 feet** to a found ½" iron rod for an angle of the tract described herein,
3. **N 02° 10' 01" E**, a distance of **235.72 feet** to a found fence post for an angle of the tract described herein, and
4. **N 01° 29' 28" E**, a distance of **523.56 feet** to a found ½" iron rod at the northeast corner of said 117.634 acre tract, at the southeast corner of a called 14.64 acre tract as described in Volume 576 Page 55 of the Official Records of Kendall County, Texas, an angle for said 148.247 acre tract and the tract described herein;

**THENCE:** **N 00° 13' 59" W**, with the common line between said 14.64 acre tract and said 148.247 acre tract, a distance of **296.70 feet** to a found ½" iron rod at the northeast corner of said 14.64 acre tract, at the southeast corner of a called 419.1 acre tract as described in Volume 78 Page 442 of the Deed Records of Kendall County, Texas, for an angle of said 148.247 acre tract and the tract described herein;

**THENCE:** **N 00° 06' 11" W**, with the common line between said 419.1 acre tract and said 148.247 acre tract, a distance of **752.53 feet** to a found ½" iron rod at the southwest corner of a remaining portion of a called 162.395 acre tract as described in Volume 984 Page 838 of the Official Records of Kendall County, Texas, for the northwest corner of said 148.247 acre tract and the tract described herein;

**THENCE:** With the common line between said 162.395 acre tract and said 148.247 acre tract, the following three (3) courses:

1. **S 89° 18' 37" E**, a distance of **505.43 feet** to a found ½" iron rod for an angle of the tract described herein,
2. **S 88° 40' 21" E**, a distance of **658.77 feet** to a found ½" iron rod for an angle of the tract described herein, and
3. **S 88° 58' 55" E**, a distance of **348.30 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the northeast corner of the tract described herein;

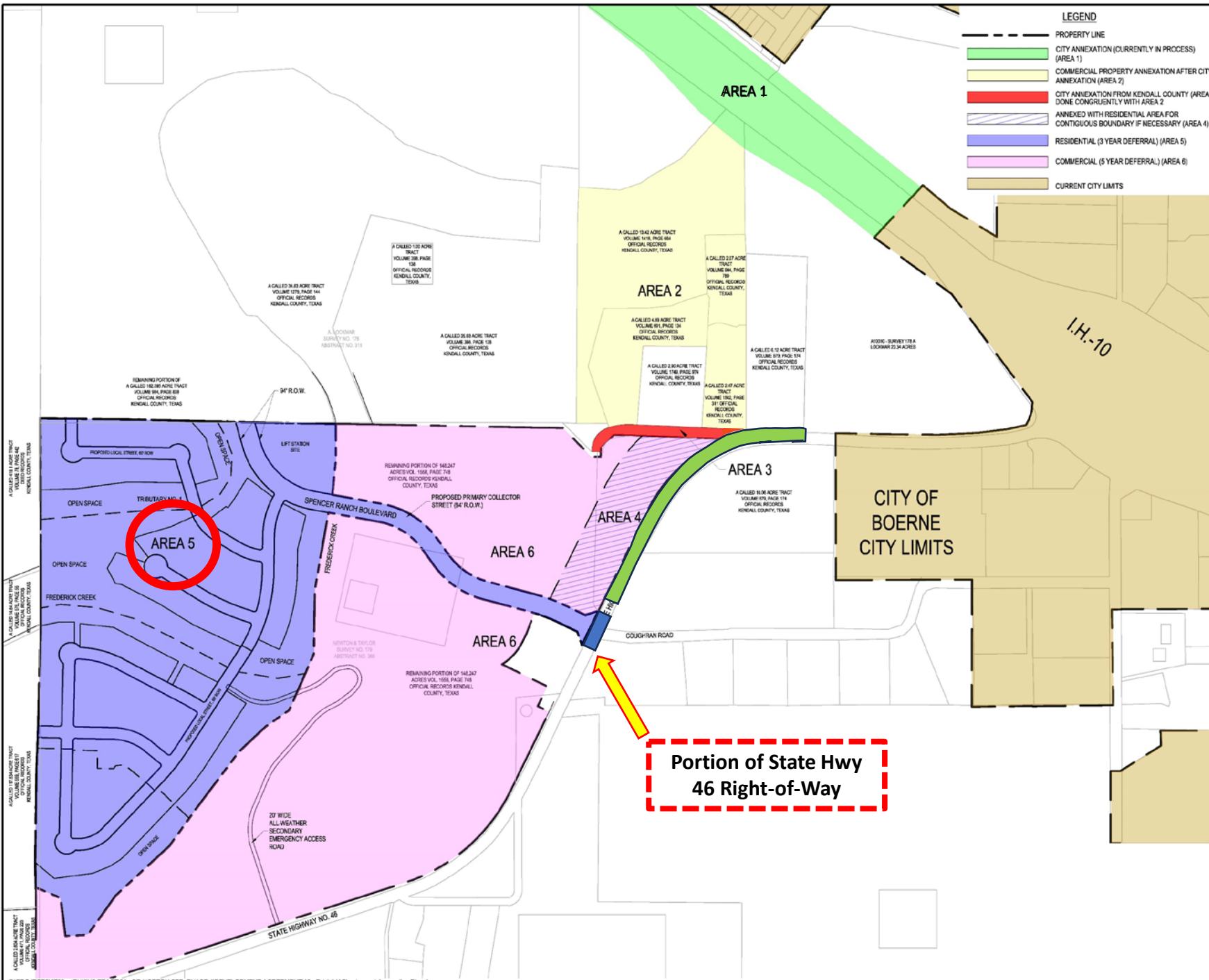
**THENCE:** Into and across said 148.247 acre tract, said 6.00 acre tract and said 5.082 acre tract, the following ten (10) courses:

1. **S 00° 12' 10" E**, a distance of **182.89 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein,
2. **S 05° 51' 43" W**, a distance of **179.36 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
3. **S 79° 34' 19" E**, a distance of **259.08 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 described herein,
4. With a curve to the right having a radius of **447.00 feet**, an arc length of **342.12 feet**, a delta angle of **043° 51' 07"** and a chord bears, **S 57° 38' 45" E**, a distance of **333.83 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency of the tract described herein,
5. **S 35° 43' 12" E**, a distance of **102.73 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 described herein,
6. With a curve to the left having a radius of **353.00 feet**, an arc length of **242.36 feet**, a delta angle of **039° 20' 13"** and a chord bears, **S 55° 23' 18" E**, a distance of **237.62 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency of the tract described herein,
7. **S 75° 03' 25" E**, a distance of **259.73 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 described herein,
8. With a curve to the right having a radius of **847.00 feet**, an arc length of **164.51 feet**, a delta angle of **011° 07' 42"** and a chord bears, **S 69° 29' 34" E**, a distance of **164.25 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency of the tract described herein,
9. **S 63° 55' 43" E**, a distance of **108.50 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an angle of the tract described herein, and
10. **N 71° 04' 11" E**, a distance of **70.71 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northwest right-of-way line of State Highway No. 46, the east line of said 5.082 acre tract and for a northeast exterior corner of the tract described herein;

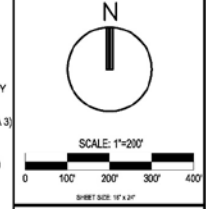
**THENCE:** **S 26° 04' 55" W**, with the northwest right-of-way line of State Highway No. 46, the east line of said 5.082 acre tract, a distance of **76.73 feet** to the **POINT OF BEGINNING** and containing **71.12 acres of land**, situated in Kendall County, Texas.

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.

Job # 16-4072 71.12 Acres  
Date: July 18, 2019



- LEGEND**
- PROPERTY LINE
  - CITY ANNEXATION (CURRENTLY IN PROCESS) (AREA 1)
  - COMMERCIAL PROPERTY ANNEXATION AFTER CITY ANNEXATION (AREA 2)
  - CITY ANNEXATION FROM KENDALL COUNTY (AREA 3) DONE CONGRUENTLY WITH AREA 2
  - ANNEXED WITH RESIDENTIAL AREA FOR CONTIGUOUS BOUNDARY IF NECESSARY (AREA 4)
  - RESIDENTIAL (3 YEAR DEFERRAL) (AREA 5)
  - COMMERCIAL (5 YEAR DEFERRAL) (AREA 6)
  - CURRENT CITY LIMITS



This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of JOSHUA J. VALENTA, Registered Professional Engineer, State of Texas, Registration No. 114592

**MATKINHOOVER**  
ENGINEERING & SURVEYING  
3303 SHILL ROAD SUITE 100  
GEORGETOWN, TEXAS 78628  
OFFICE: 512.663.2244  
CONTACT@MATKINHOOVER.COM  
TEXAS REGISTERED ENGINEERING FIRM F-504512 SURVEYING FIRM F-10024000

PHASING / ANNEXATION PLAN  
FOR  
**SPENCER RANCH**  
BOERNE, TEXAS

**EXHIBIT K**  
JOB NO. 2782.20  
DESIGNED BY: CDK  
DRAWN BY: RJV  
CHECKED BY: KBK

## 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

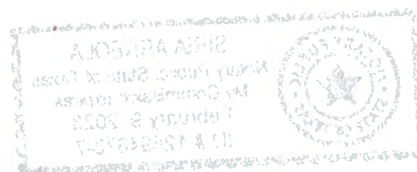
**ATTEST/SEAL:**

By: Lori A. Carroll

Name: Lori A. Carroll

Title: City Clerk

Date: 6/16/2021



APPROVED AS TO LEGAL FORM:

By:

Name:

Title: City Attorney

Date:

ACKNOWLEDGEMENT

State of Texas

§

County of Kendall

§

§

This instrument was acknowledged before me on this 16<sup>th</sup> day of June, 2021 by Ben Thatcher, City Manager of the City of Boerne, a Texas home rule municipality, on behalf of said municipality.

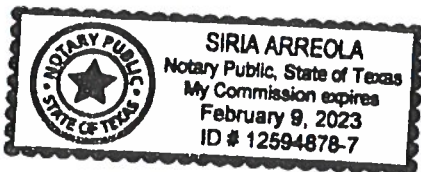
Date:

6/16/2021

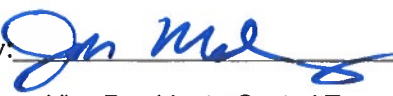
Siria Arreola  
Notary Public, State of Texas

My Commission expires:

2/9/2023



**FORESTAR (USA) REAL ESTATE GROUP, INC.**  
**Forestar (USA) Real Estate Group, Inc.**

By:   
 Title: Vice President - Central Texas Division President  
 Date: 6/11/2021

**ACKNOWLEDGEMENT**

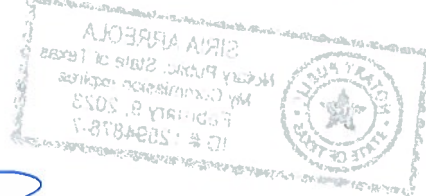
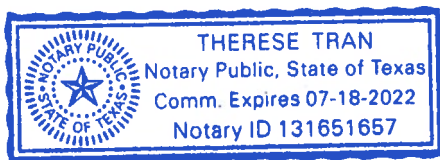
State of Texas                   §  
    §  
 County of Williamson       §

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

  
 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

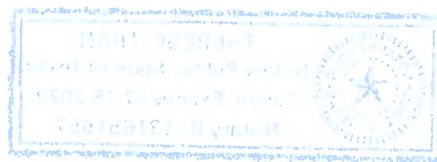
Kendall

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, this 16<sup>th</sup> 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

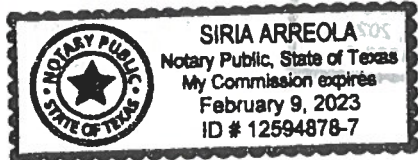
**Account Holder Acknowledgment:**

JMM on behalf of TRIP DuPerier  
Harold T. duPerier, III

Date: 6/16/21

STATE OF TEXAS                   §  
   §  
COUNTY OF Kendall       §

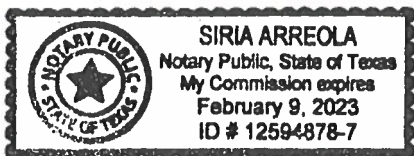
This instrument was acknowledged before me on the 16<sup>th</sup> day of June, 2021  
by John Mark Matkin, as the owner of Equity Trust Company Custodian FBO  
Harold T. dePerier, III IRA.



Siria Arreola  
Notary Public – State of Texas

STATE OF TEXAS                   §  
   §  
COUNTY OF Kendall       §

This instrument was acknowledged before me on the 16<sup>th</sup> day of June, ~~2020~~ <sup>2021</sup>  
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**

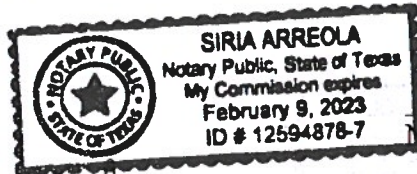
By: [Signature]  
Name: JOHN-MARK MATKIN  
Title: OWNER

**Account Holder Acknowledgment:**

[Signature]  
John-Mark Matkin  
Date: 6/16/21

STATE OF TEXAS           §  
                                     §  
COUNTY OF Kendall   §

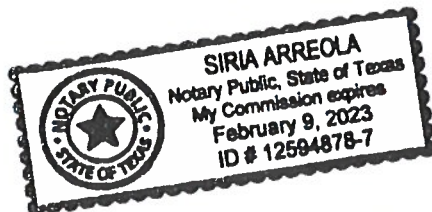
This instrument was acknowledged before me on the 16<sup>th</sup> day of June, 2021  
by John-Mark Matkin, as the owner of Equity Trust Company Custodian FBO  
John-Mark Matkin IRA.



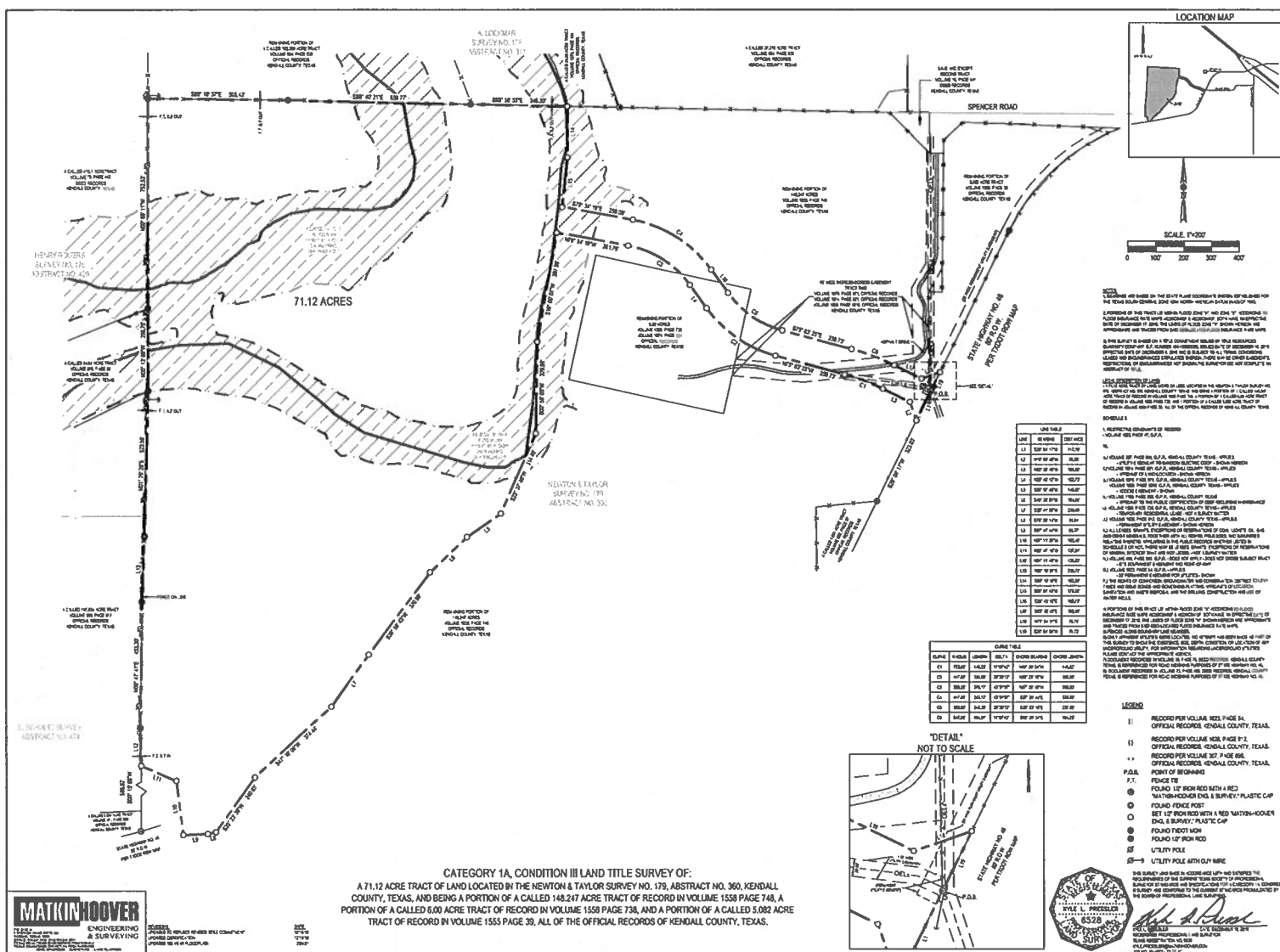
[Signature]  
Notary Public – State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF Kendall   §

This instrument was acknowledged before me on the 16<sup>th</sup> day of June, 2021  
by John-Mark Matkin.



[Signature]  
Notary Public – State of Texas



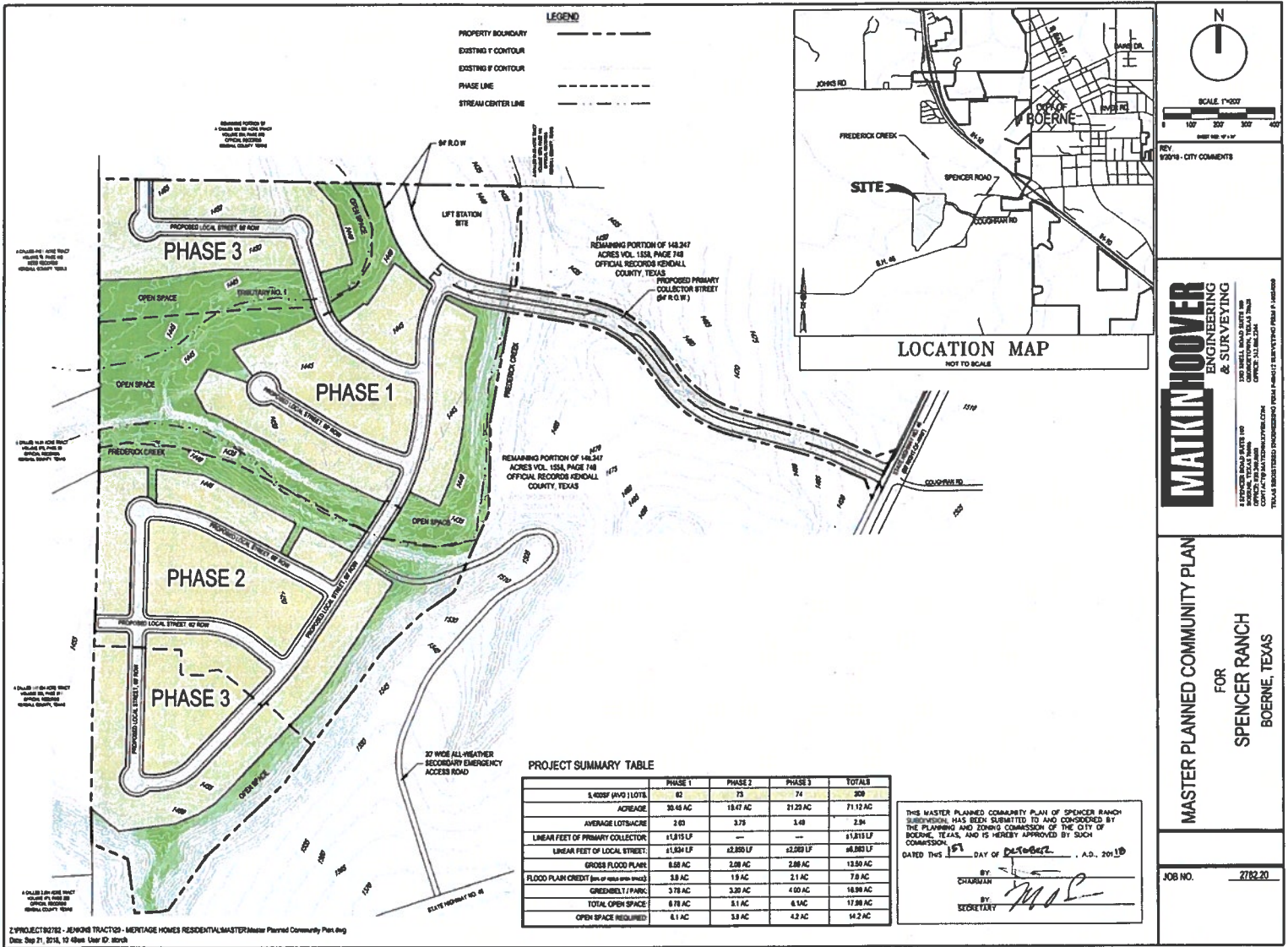
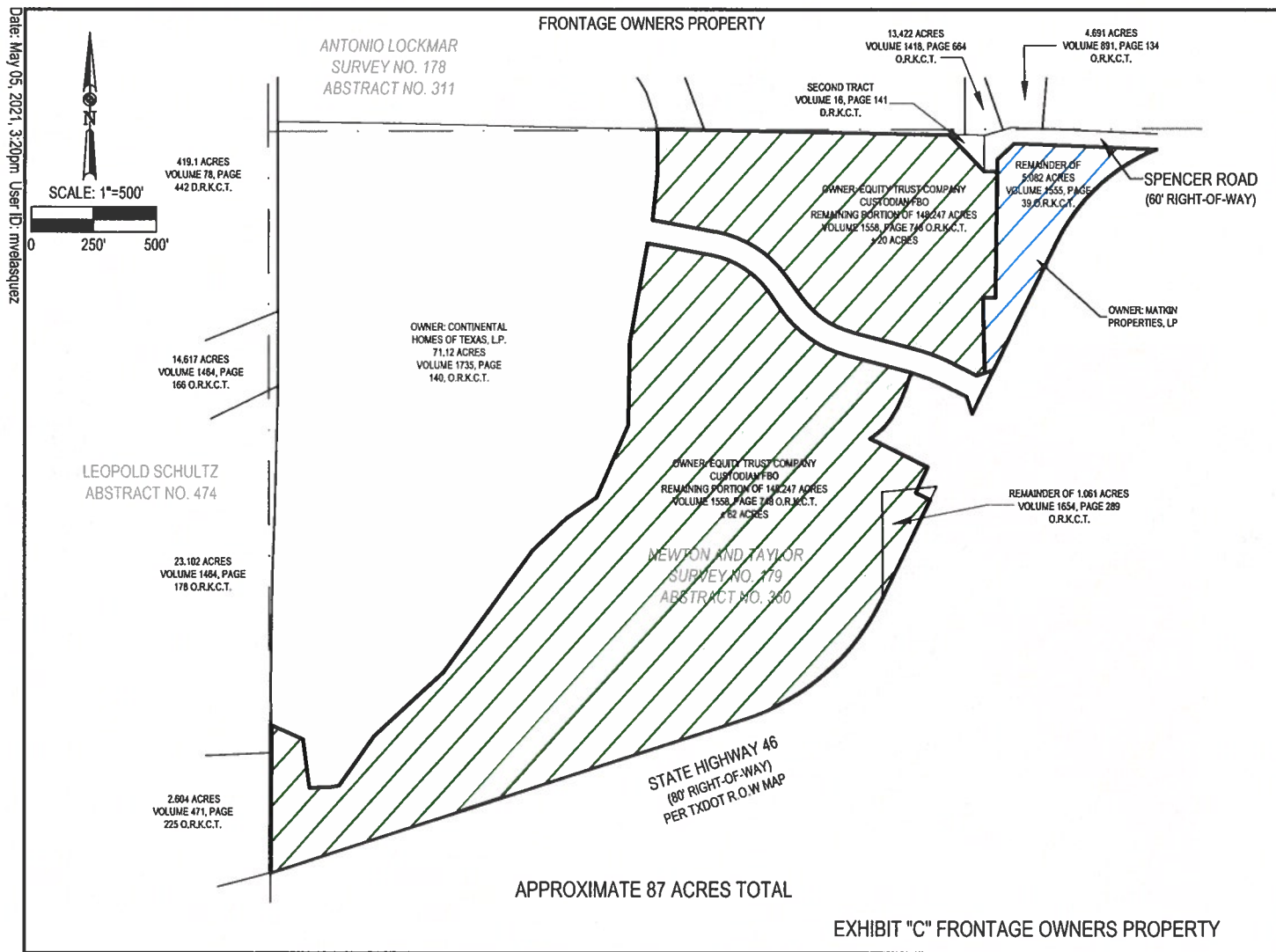
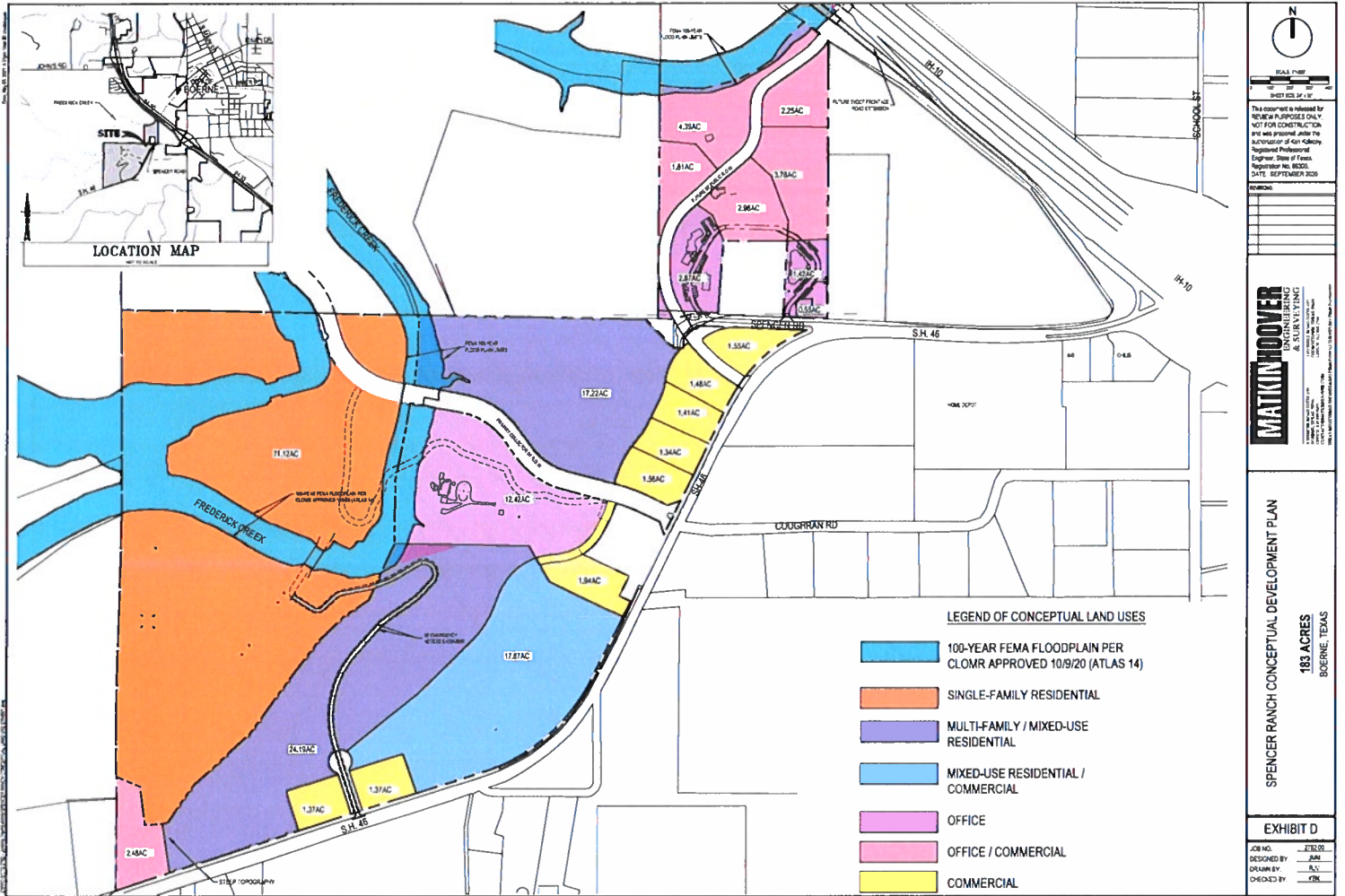
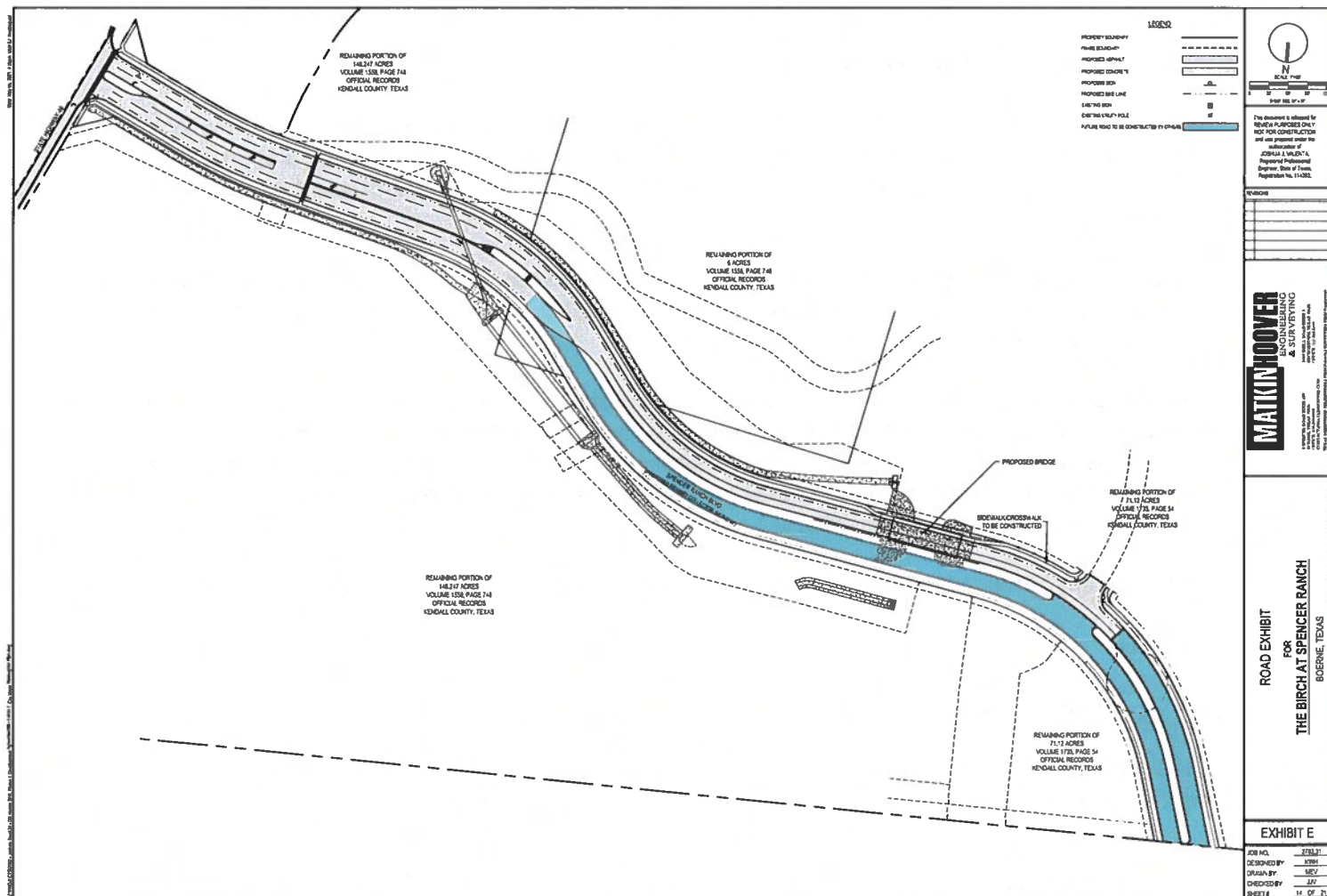


Exhibit B Forestar Master Plan



Z:\PROJECTS\2782 - Jenkins Tract\31 - DR Horton SFR, Phase 1\Development Agreement\04 - Exhibit C Matkin Hoover Property 88 Ac.dwg







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 3<sup>rd</sup>, 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
<b>TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:</b>					<b>726.18</b>	<b>\$2,054,470</b>
Estimated Average Cost Per Vehicle Mile:					<b>\$2,829.15</b>	

**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:					\$2,829.16	

### 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/Acre)	\$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).



## Rough Proportionality Worksheet City of Boerne, Texas

Development Name: **Spencer Ranch (Green 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: (\$)
Multifamily Housing (Low-Rise)	Dwelling Unit	225	0.56	1.50	189.00	534,709.00
Shopping Center	1,000 SF GLA	56.8	2.51	1.50	213.85	605,013.00
Shopping Center	1,000 SF GLA	206	2.51	1.50	775.59	2,194,258.00
<b>TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:</b>					<b>1,178.44</b>	<b>\$3,333,980</b>
<b>Estimated Average Cost Per Vehicle Mile:</b>					<b>\$2,829.15</b>	

### 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	350	2	303,000.00	
<b>ROADWAY SYSTEM SUPPLY SUBTOTAL:</b>						<b>\$303,000</b>

### INTERSECTION IMPROVEMENTS - Specific Improvements to be Built or Funded by the Applicant:

Intersection:	Description of Improvement:	Estimated Cost: (\$)
Road @ Hwy 46	Right Hand Decel/Turn lane	\$75,000.00
Road @ Hwy 46	Left Turn Lane	\$150,000.00
Road @ Hwy 46	Traffic Signal	\$300,000.00
<b>INTERSECTION IMPROVEMENTS SYSTEM SUBTOTAL:</b>		<b>\$525,000</b>

### RIGHT-OF-WAY DEDICATION - ROW to be dedicated by the Applicant:

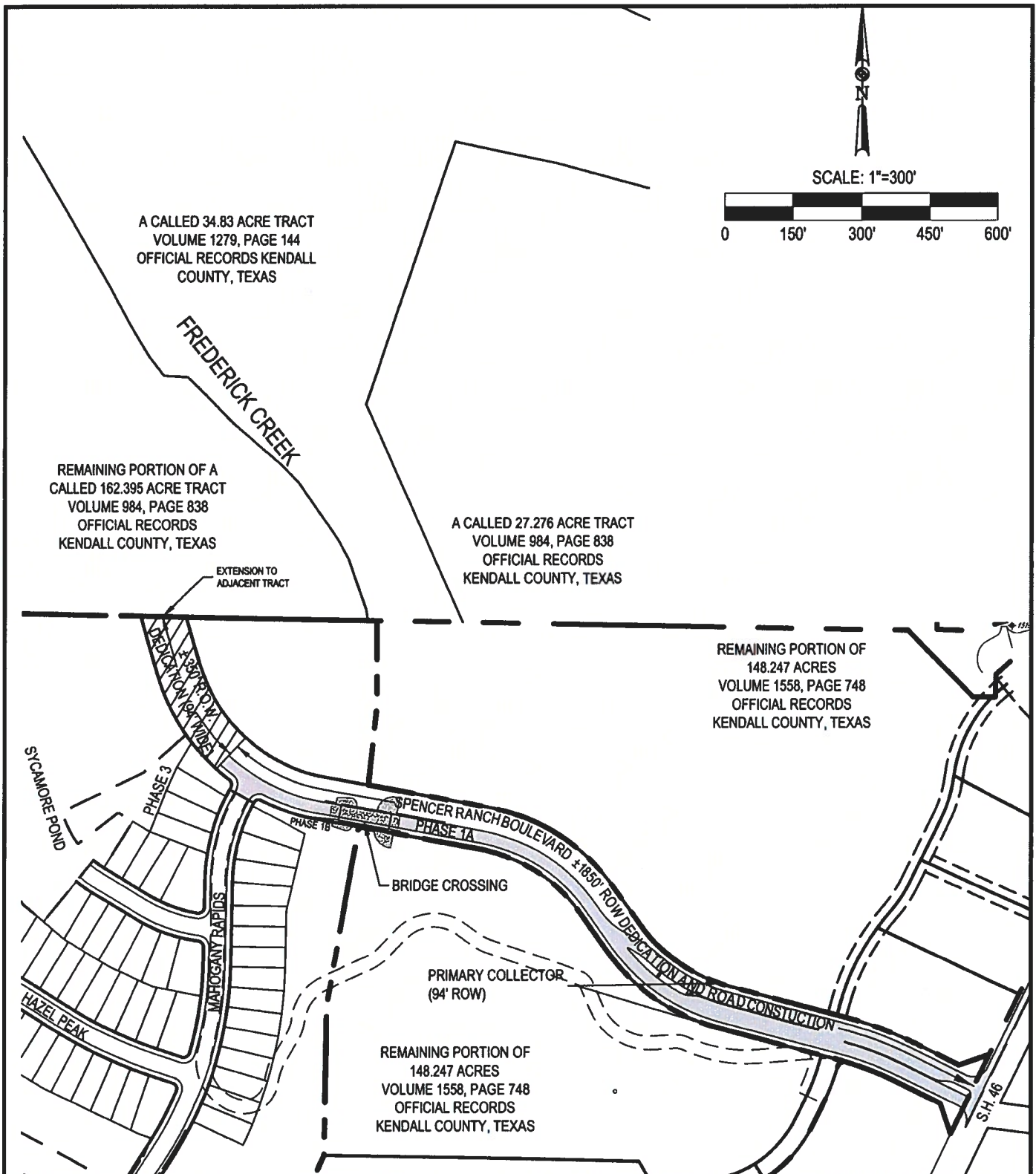
ROW Dedication:	General Description of ROW Dedication:	Estimated Cost: (\$)
0.59 Acres	50 LF of 74' ROW Secondary Collector Road (\$9,934.50/Acre)	\$5,907.00
1.01 Acres	3150 LF of 14' Hwy 46 Dedication (\$9,934.50/Acre)	\$10,033.85
<b>RIGHT-OF-WAY DEDICATION SUPPLY ADDED TO THE SYSTEM SUBTOTAL:</b>		<b>\$15,941</b>
<b>TOTAL VALUE OF SUPPLY ADDED TO THOROUGHFARE SYSTEM:</b>		<b>\$843,941</b>

### 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:	\$843,941	SUPPLY < DEMAND
TOTAL DEMAND PLACED ON THOROUGHFARE SYSTEM:	\$3,333,980	395.05%

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 295.05%. Therefore, the roadway improvements required by the City are justified (i.e. the applicant is adding less capacity than needed to support their development).



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

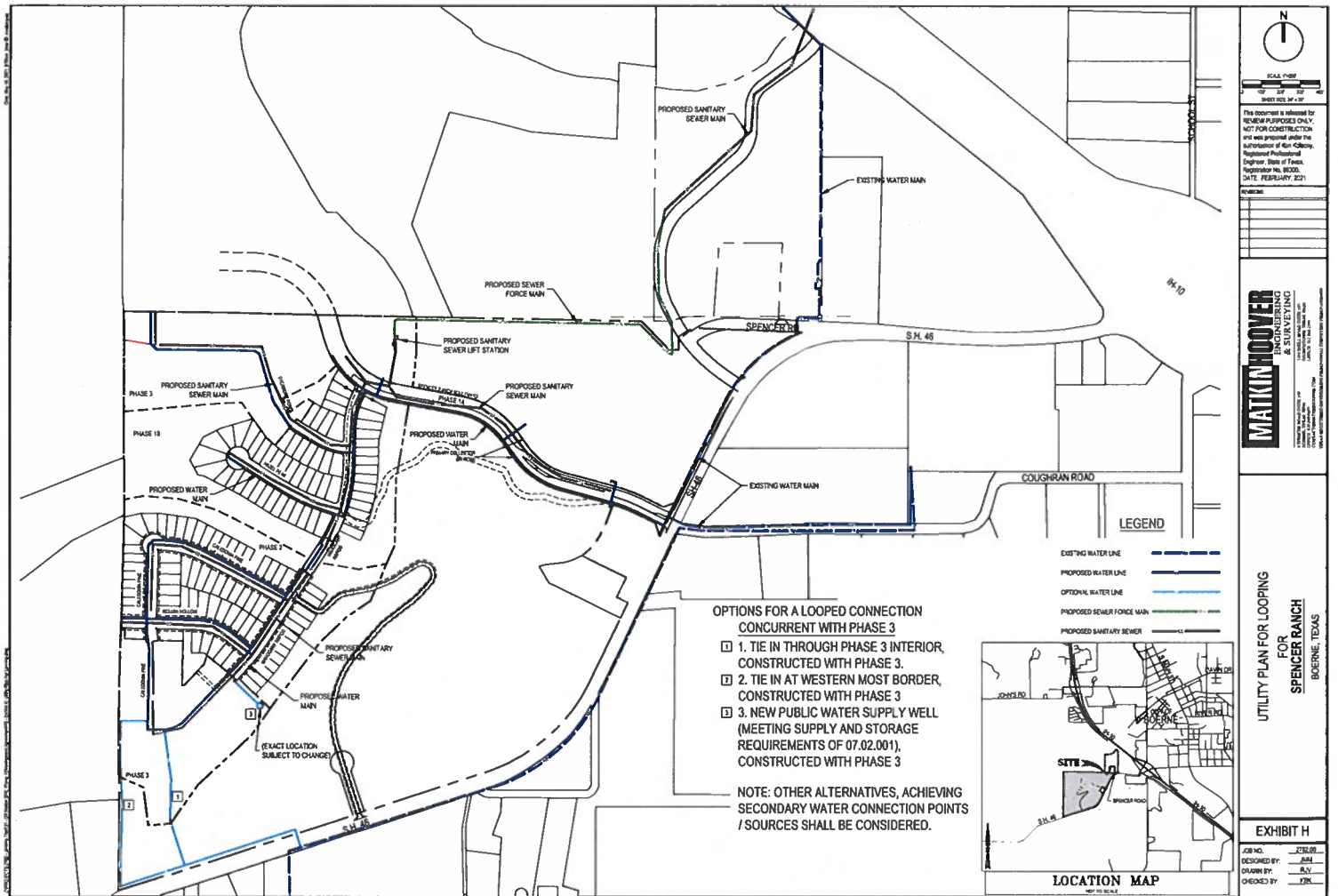
**MATKINHOOVER**

P.O. BOX 54  
# SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFFICE: 830.249.0600 FAX: 830.249.0099

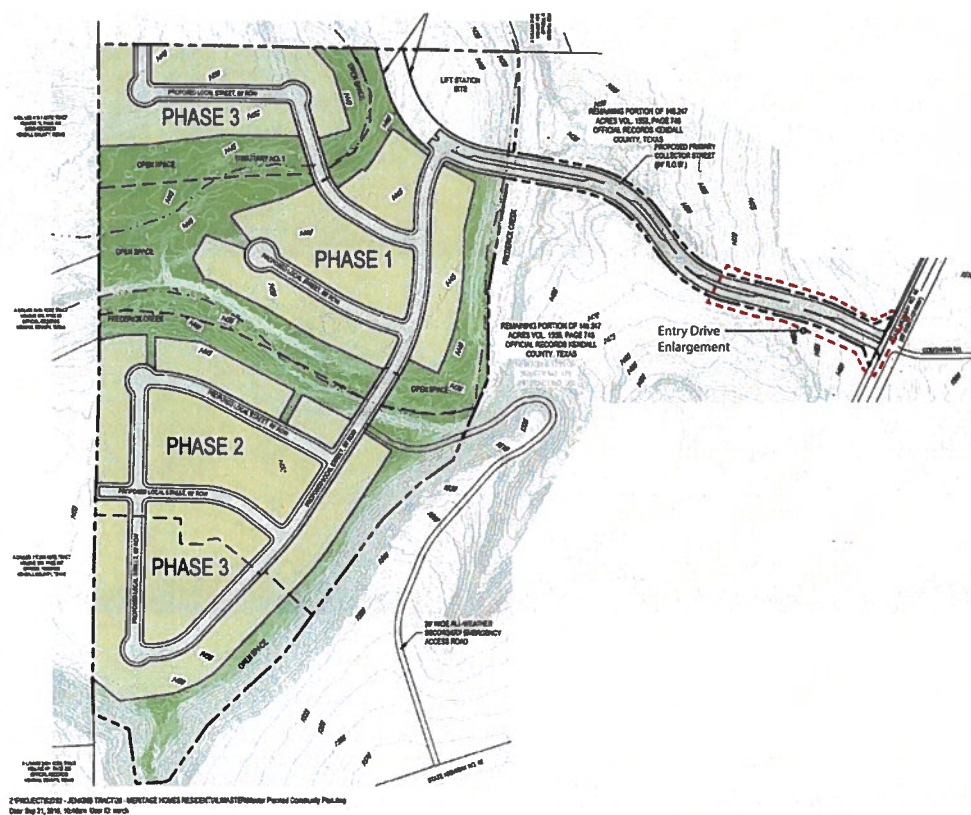
ENGINEERING  
& SURVEYING

CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

# EXHIBIT "G"; FUTURE 350-FOOT. EXTENSION OF SPENCER RANCH BOULEVARD







# Orientation Map

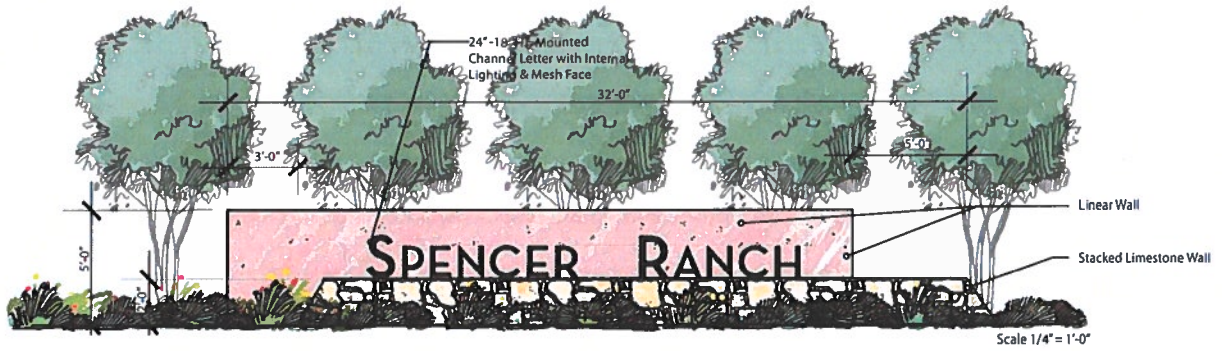
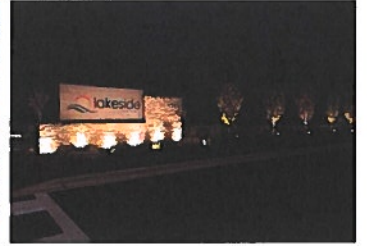
## SPENCER RANCH

Boerne, Texas

ISSUE DATE: March 12, 2021  
All drawings are preliminary and subject to change.  
© 2021 Hitchcock Design Group



FORESTAR  
Exhibit J



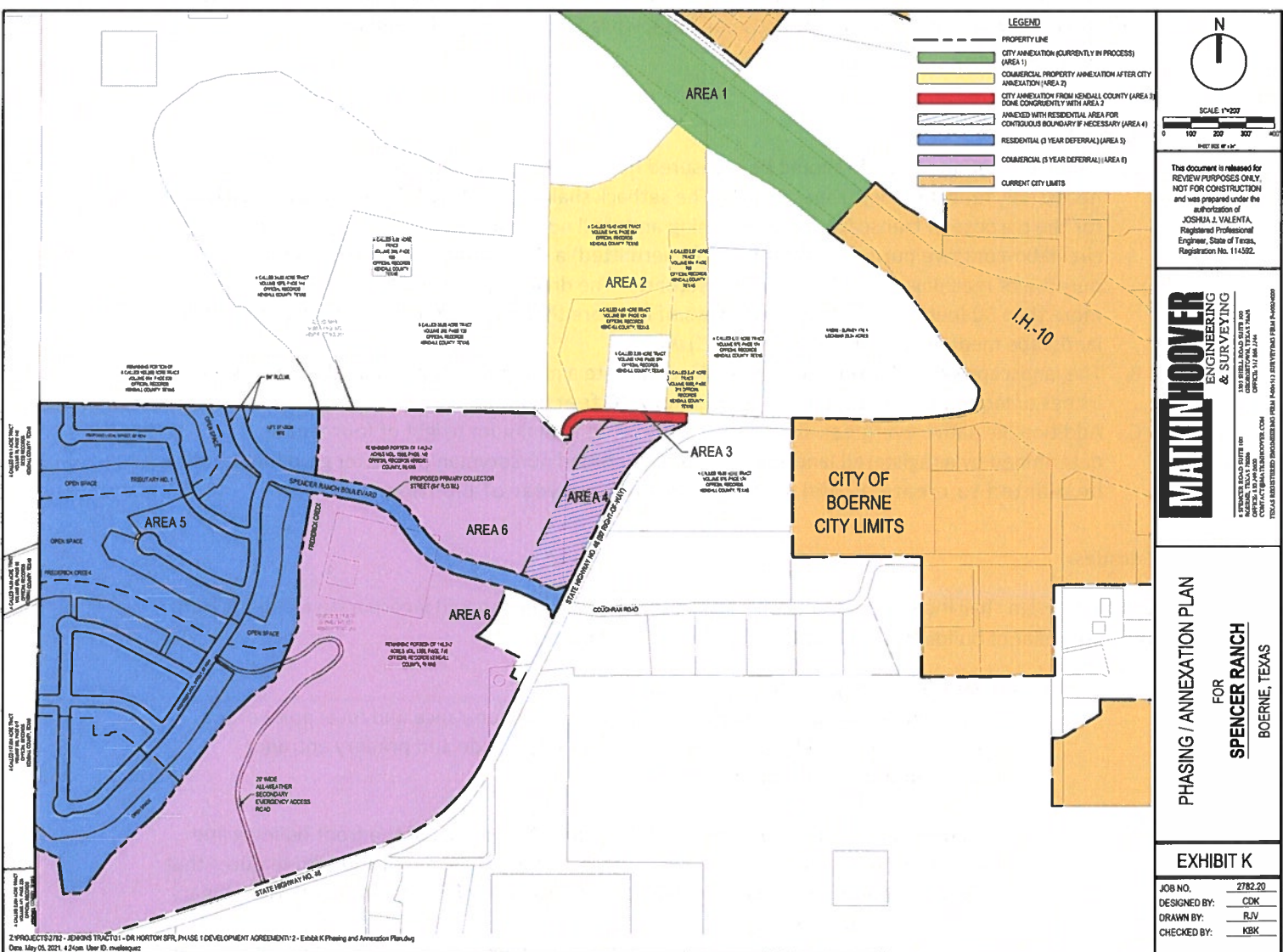
## Entry Tower Concept SPENCER RANCH

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 façade
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.*

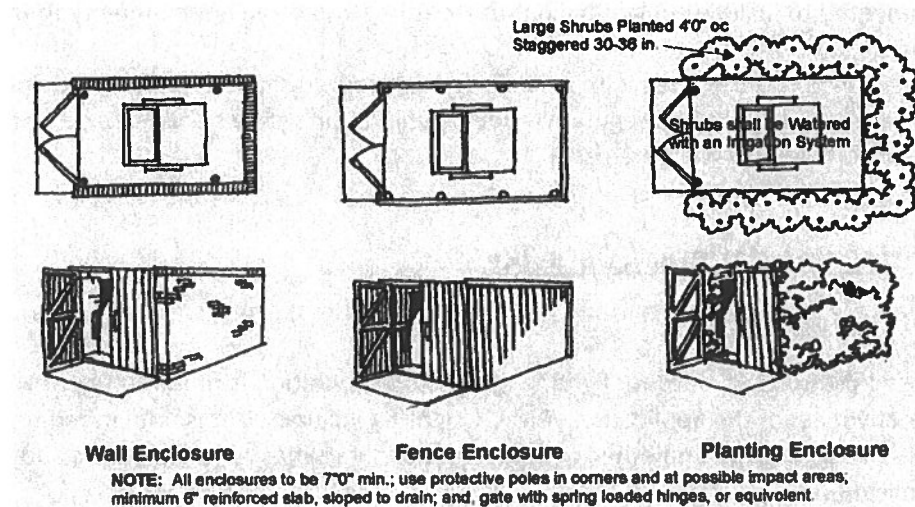
1. Outside storage shall be located on the side or rear of the primary building and shall be screened from public view.
2. Outside storage shall be screened with:
  - a) A masonry wall or other material that is similar to the primary structure and at least eight feet tall
  - b) A three-foot landscaped 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.

<b>Maximum Total Outdoor Light Output Requirements Lumen Caps: Mean Lumens per Net Acre (1)</b>			
<b>Uses</b>			
	Industrial	Commercial	Residential
<b>Commercial, Industrial and Multifamily</b>			
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

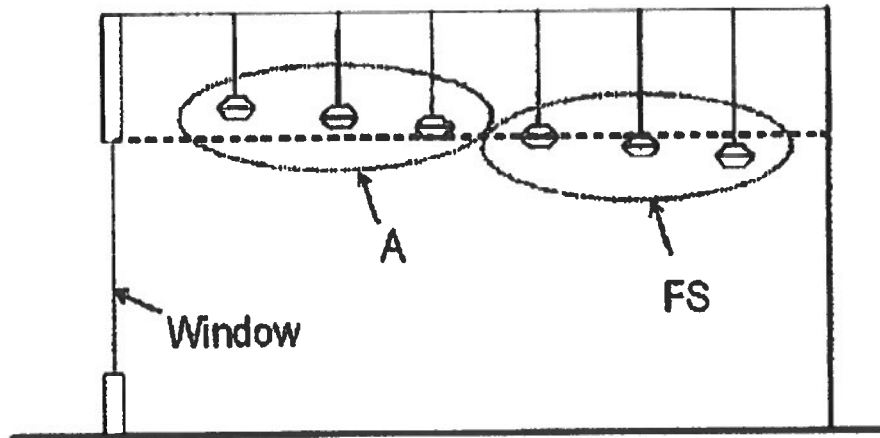


Figure A: Elevation view showing a nonresidential application of indoor lighting, labeled FS, which will be subject to this article and indoor lighting, labeled A, which is installed so that it is not subject to this article. This example presumes the structure in question is not elevated such that any 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

<b>Agenda Date</b>	June 11, 2024
<b>Requested Action</b>	PUBLIC HEARING AND CONSIDER ON FIRST READING ORDINANCE NO. 2024-09; OF THE CITY OF BOERNE, TEXAS DIS-ANNEXING A MORE OR LESS 0.082 ACRE TRACT OF LAND LOCATED AT 33565 IH 10 WEST FROM THE CORPORATE LIMITS OF THE CITY; AUTHORIZING NECESSARY ACTIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. <i>(At the request of property owners Chad and Kerri Properties, LP.)</i>
<b>Contact Person</b>	Nathan Crane, AICP Planning Director <a href="mailto:ncrane@boerne-tx.gov">ncrane@boerne-tx.gov</a> (830) 248-1521
<b>Background Information</b>	<p>Chad and Kerri Properties, LP are requesting dis-annexation of land located at 33565 IH 10 West.</p> <p>The property was annexed in July 2019. At this time, state law did not require a property owner to petition for annexation, rather cities were allowed to annex property proactively.</p> <p>Disannexation is governed by Section 43.141 of the Texas Local Government Code and Home Rule Charter 2.03. Property owners may request disannexation if city services are not or will not be provided to the site. If an area is disannexed it may not be annexed again within ten years after the date of the annexation.</p> <p>The site is currently being served by an on-site sewage facility and a private well. The closest water main is approximately 1,000 lineal feet to the southwest. The closest sewer main is 500 lineal feet also to the southwest. At the southeast corner of the Buc-ee's site. The closest sewer main is along S. Main Street adjacent to Club Carwash. Staff has determined that it would not be cost effective to extend city services to site as they would only serve this parcel.</p> <p><b>MOTIONS FOR CONSIDERATION:</b></p> <p>The following motions are provided to assist the Council's decision.</p>

	<ul style="list-style-type: none"> <li>- I move that the City County <b>APPROVE</b> on first reading Ordinance #2024-09 approving the request for disannexation.</li> <li>- I move that the City Council <b>DENY</b> the request for disannexation based on the following findings: (The Council will need to state the reasons for the denial).</li> </ul>
<b>Item Justification</b>	<div> <input checked="" type="checkbox"/> Legal/Regulatory Obligation         <input type="checkbox"/> Infrastructure Investment       </div> <div> <input type="checkbox"/> Reduce Costs         <input checked="" type="checkbox"/> Customer Pull       </div> <div> <input type="checkbox"/> Increase Revenue         <input type="checkbox"/> Service Enhancement       </div> <div> <input type="checkbox"/> Mitigate Risk         <input type="checkbox"/> Process Efficiency       </div> <div> <input type="checkbox"/> Master Plan Recommendation         <input type="checkbox"/> Other:       </div>
<b>Strategic Alignment</b> <i>(Example: C2 – Customer Feedback, B1 – Data Driven Decision)</i>	<p>F1 – Committing to strategic, responsible, and conservative financial management.</p> <p>F2 – Investing in and maintaining high-quality infrastructure systems and public assets.</p>
<b>Financial Considerations</b>	N/A
<b>Citizen Input/Board Review</b>	N/A
<b>Legal Review</b>	This action is a statutory requirement for annexation.
<b>Alternative Options</b>	N/A
<b>Supporting Documents</b>	Ordinance 2024-09 Vicinity Map Annexation Ordinance 2019-28 Disannexation Petition

**ORDINANCE NO. 2024-09**

**AN ORDINANCE OF THE CITY OF BOERNE, TEXAS DIS-ANNEXING .082 +/- ACRE TRACT OF LAND LOCATED AT 33565 IH 10 WEST FROM THE CORPORATE LIMITS OF THE CITY; AUTHORIZING NECESSARY ACTIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (at the request of property owners Chad and Kerri Properties LP)**

**WHEREAS**, the City of Boerne, Texas (the "City"), is a home rule municipality authorized by the City's Charter to disannex territory lying within the City; and

**WHEREAS**, a Petition for Disannexation was received and filed with the City on May 22, 2024; and

**WHEREAS**, the City desires that certain property be disannexed from the corporate territorial limits of the City; and

**WHEREAS**, the property to be disannexed can be fully described as shown on the legal description attached as Exhibit A; and

**WHEREAS**, the property to be disannexed is contiguous to the City; and

**WHEREAS**, the disannexation procedure outlined herein complies with that set out for sparsely populated areas found in Chapter 43 of the *Tex. Loc. Gov't. Code* for general law municipalities; and

**WHEREAS**, home rule municipalities have powers co-extensive with general law municipalities unless expressly limited by that city's home rule charter; and

**WHEREAS**, the City's Charter contains no such limitation; and

**WHEREAS**, the disannexation of the property is in the interest of both the City and citizens of the City of Boerne, Texas;

**WHEREAS**, the City Council, pursuant to the authority of the City's Charter, instituted proceedings for the disannexation of the subject property; and

**WHEREAS**, a public hearing was conducted prior to consideration of this ordinance in accordance with § 44.063, *Tex. Loc. Gov't Code*; and

**WHEREAS**, notice of the public hearing was published in a newspaper of general circulation in the City and the territory proposed to be disannexed not more than twenty (20) nor less than ten (10) days prior to the public hearing;

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and

correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the subject property described below is hereby disannexed from the corporate limits of the City of Boerne:

- a. The legal description of the subject property is attached hereto as Exhibit A.
- b. A map of the subject property is attached hereto as Exhibit B.

SECTION 3. That the Service Plan previously adopted for the subject property is no longer in effect as to the subject property only

SECTION 4. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to remove the subject property from the city limits of Boerne, Texas.

SECTION 5. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. That this Ordinance shall take effect immediately upon and after its passage and publication as may be required by governing law.

SECTION 7. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent with or in conflict with the terms and provisions contained herein are hereby repealed only to the extent of such conflict.

SECTION 8. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED and APPROVED on first reading this the \_\_\_\_ day of June, 2024.

PASSED, APPROVED and ADOPTED on second reading this \_\_\_\_ day of June, 2024.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

---

City Secretary

APPROVED AS TO FORM:

---

City Attorney

## DIS-ANNEXATION PETITION

RECEIVED

MAY 22 2024

TO THE MAYOR AND GOVERNING BODY  
OF THE CITY OF BOERNE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land hereby petition your honorable body to dis-annex the following described territory, to-wit: *Chad and Keri Properties, LP*

(Provide physical address, if available)

*33565 IH 10  
Boerne TX 78006*

(Description by metes and bounds attached)

I/We certify that the above described tract of land is signed and duly acknowledged by each and every person or corporation having an interest in said land.

*Chad and Keri Properties, LP  
33565 IH 10  
Boerne TX 78006*

*[Signature]*  
Owner's Signature #1

*Chad Carpenter*  
Owner's Printed Name

*226 Marquardt Rd*  
Owner's Mailing Address

*Boerne TX 78006*

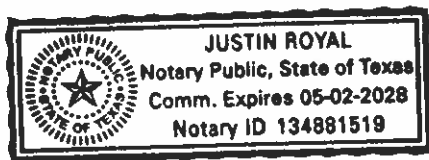
*830 456 6993*  
Owner's Phone No.

THE STATE OF TEXAS      #  
COUNTY OF KENDALL      #

Before me, the undersigned authority, on this day personally appeared *Chad Carpenter*  
Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this *22nd* day of *May*, 2024.

(Seal)



*[Signature]*  
Notary Public in and for the State of Texas  
My commission expires: *05-02-2028*

Keri Marie Carpenter  
Owner's Signature #2

Keri Marie Carpenter  
Owner's Printed Name

226 Marguaret Rd  
Owner's Mailing Address  
Boerne, TX 78006

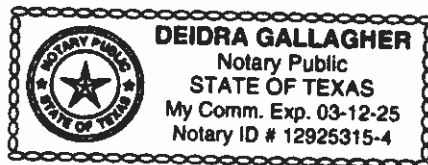
830-456-9700  
Owner's Phone No.

THE STATE OF TEXAS      #  
COUNTY OF KENDALL      #

Before me, the undersigned authority, on this day personally appeared Keri Marie Carpenter  
Known to me to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she executed the same for the purposes and consideration therein  
expressed.

Given under my hand and seal of office, this 22nd day of May, 2021.

(Seal)



Deidra Gallagher  
Notary Public in and for the State of Texas  
My commission expires: 03-12-2025

**Kendall County Property ID 15876**  
**Owner: Chad and Kerri Properties LP**

Page 1 of 3

**Field Notes**  
**For A**  
**0.82 Acre Tract of Land**

Being 0.82 acre of land recorded in Volume 1604, Page 745, Official Records of Kendall County, Texas, and being situated in the John Small Survey No. 183, Abstract No. 441, Kendall County, Texas; said 0.82 acre tract being more particularly described as follows:

**BEGINNING** at a point situated on the southwest right-of-way line of IH-10 West; said point being the common most northerly corner of the said 0.82 acre tract and of a 0.374 acre tract recorded in Volume 1514, Page 146, Official Records of Kendall County, Texas; said point also being the most northerly corner of the tract herein described;

Thence            The following calls along the said southwest right-of-way line:

S 50°58'00" E, 105.80 feet to an angle point;

S 47°05'59" E, 300.55 feet to a point being the common most easterly corner of the said 0.82 acre tract and of an 11.00 acre tract recorded in Volume 411, Page 499, Official Records of Kendall County, Texas; said point also being the most easterly corner of the tract herein described;

Thence            N 89°14'22" W, 42.30 feet departing the said southwest right-of-way line and along the common line between the said 0.82 acre tract and the said 11.00 acre tract to a point being the common corner of the said 0.82 acre tract, of the said 11.00 acre tract, and of a 45.405 acre tract recorded in Volume 415, Page 739, Official Records of Kendall County, Texas;

Thence            The following calls along the common line between the said 0.82 acre tract and of the said 45.405 acre tract:

N 89°52'33" W, 175.22 feet departing the common line between the said 0.82 acre tract and the said 11.00 acre tract to an angle point;

N 34°41'04" W, 136.62 feet to a point being the common most southerly corner of the said 0.82 acre tract and of the said 0.374 acre tract;

Thence            N 02°34'10" W, 158.10 feet departing the said common line and along the common line between the said 0.82 acre tract and the said 0.374 acre tract to the **POINT OF BEGINNING** and containing 0.82 acre of land, more or less.

Kendall County Property ID 15876  
Owner: Chad and Kerri Properties LP

Page 2 of 3

**This Field Note Description is for Annexation Purposes Only.**

This document was prepared under 22 TAC 663.21, 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. The bearing and distance data described herein reflect those described in the recorded legal documents found for the subject property(s); said data is not intended to represent, nor to imply, that an actual on the ground boundary survey was made.



A handwritten signature in blue ink, appearing to read "V. Mendez", written over a horizontal line.

Victor Mendez, Jr.  
Registered Professional Land Surveyor No. 6056  
TBPLS FIRM #100423-00  
June 11, 2019

KENDALL COUNTY  
APPRAISAL DISTRICT  
PROPERTY ID  
NO.: 15876

**POZNECKI**  
**INC**  
**AMARILLO**

TBPLS FIRM REGISTRATION #100423-00  
5835 CALLAGHAN RD. / SUITE 200  
SAN ANTONIO, TEXAS 78228 210.349.3273

POINT of  
BEGINNING

0.374 AC.  
VOL. 1514 / PG. 146  
O.R.K.C.TX.

158.10'  
N02°34'10"W

S50°58'00"E  
105.80'

0.82 Ac.  
CALLED 0.829 AC. TRACT  
VOL. 1604 / PG. 745  
O.R.K.C.TX.

45.405 AC.  
VOL. 415 / PG. 739  
O.R.K.C.TX.

136.62  
N34°47'04"W

IH-10 WEST  
S47°05'59"E  
300.55'

175.22'  
N89°52'33"W

45.405 AC.  
VOL. 415 / PG. 739  
O.R.K.C.TX.

42.30'  
N89°14'22"W

11.00 AC.  
VOL. 411 / PG. 499  
O.R.K.C.TX.

#### DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE REFLECTIVE OF THE  
THE BEARING SYSTEM DESCRIBED IN THE SPECIFIC  
DEED/PLAT RECORDS OF THE SUBJECT LAND  
REFERENCED HEREIN.

#### NOTES:

1. "O.R.K.C.TX." - OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.
2. "P.R.K.C.TX." - PLAT RECORDS OF KENDALL COUNTY, TEXAS.
3. THIS EXHIBIT IS FOR ANNEXATION PURPOSES ONLY.
4. ADJOINING PROPERTY INFORMATION DESCRIBED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS EXHIBIT WAS PREPARED WITHOUT ANY TITLE ABSTRACT/RESEARCH. EXISTING EASEMENTS, BUILDING SETBACK LINES, DEED RESTRICTIONS, OR OTHER PROPERTY CONSIDERATIONS MAY APPLY.
6. THIS DOCUMENT WAS PREPARED UNDER 22 TAC 863.21, 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. THE BEARING AND DISTANCE DATA DESCRIBED HEREIN REFLECT THOSE DESCRIBED IN THE RECORDED LEGAL DOCUMENTS FOUND FOR THE SUBJECT PROPERTY(S); SAID DATA IS NOT INTENDED TO REPRESENT, NOR TO IMPLY, THAT AN ACTUAL ON THE GROUND BOUNDARY SURVEY WAS MADE.



BEING 0.82 ACRE OF LAND RECORDED IN VOLUME 1604, PAGE 745, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS, AND BEING SITUATED IN THE JOHN SMALL SURVEY NO. 183, ABSTRACT NO. 441, KENDALL COUNTY, TEXAS.

THIS 11<sup>th</sup> DAY OF JUNE 2019, A.D.

VICTOR MENDEZ, JR., R.P.L.S. NO. 6056

JOB NO.: 19045

SHEET 4 OF 4

## ID 15876 CHAD AND KERRI PROPERTIES,LP.

Coordinate system is assumed.

North: 1071.2650' East: 1584.9926'

Segment #1 : Line

Course: S50°58'00"E Length: 105.80'

North: 1004.6351 East: 1667.1759

Segment #2 : Line

Course: S47°05'59"E Length: 300.55'

North: 800.0434 East: 1887.3407

Segment #3 : Line

Course: N89°14'22"W Length: 42.30'

North: 800.6048 East: 1845.0444

Segment #4 : Line

Course: N89°52'33"W Length: 175.22'

North: 800.9846 East: 1669.8248

Segment #5 : Line

Course: N34°41'04"W Length: 136.62'

North: 913.3270 East: 1592.0803

Segment #6 : Line

Course: N02°34'10"W Length: 158.10'

North: 1071.2650 East: 1584.9926

-----

Perimeter: 918.59' Area: 36,128 Sq. Ft. 0.82  
Ac.

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Boerne, Texas will hold a Public Hearing on June 11, 2024, at 6:00 p.m., in the Ronald C. Bowman City Council Chambers, located at Boerne City Hall, 447 N Main Street, Boerne, Texas, to discuss the following:

- A. Consider the proposed dis-annexation of approximately .082 acre tract of land located at 33565 IH 10 Boerne, Texas. *(One of one public hearing)*

All interested parties are encouraged to attend.

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 are available at the north entrance of the building. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 830-249-9511.



# PROPERTY ADDRESS

33565 IH 10 West



## Legend

33565 IH 10 West

Miles

## ORDINANCE NO. 2019-28

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF BOERNE, KENDALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN** *(33565 Interstate 10, KAD No. 15876, Chad and Kerri Properties LP, at the request of the City of Boerne)*

**WHEREAS**, Section 43 of the Texas Local Government Code City Charter of the City of Boerne, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state as of January 1, 2019;

**WHEREAS**, the City Council of the City of Boerne passed a resolution on April 16, 2019 to set public hearings for proposed annexation of certain properties by the City and authorizing the City Manager to prepare the necessary service plans for the areas in the City Extraterritorial Jurisdiction ("ETJ") being considered for annexation into the corporate limits of the City of Boerne;

**WHEREAS**, the City of Boerne, preserved the right to conduct annexation proceeding in accordance with the applicable law as it existed on January 1, 2019, as preserved by House Bill 347 transition provision because the City of Boerne adopted a resolution to direct the City Manager to set public hearings and prepare a service plan for the area considered for annexation prior to the effective date of House Bill 347;

**WHEREAS**, the City held public hearings on May 28, 2019 and June 11, 2019 on properties proposed for annexation;

**WHEREAS**, the procedures prescribed by Chapter 43 Texas Local Government Code and/or Charter of the City of Boerne, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

See Attached Exhibit "A"

**NOW THEREFORE, BE IT ORDAINED 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.** That the heretofore described property is hereby annexed to the City of Boerne, Kendall County, Texas, and that the boundary limits of the City of Boerne be and the same are hereby extended to include the above described territory within the city limits of the City of Boerne, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Boerne and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

**Section 3.** A service plan for the area is hereby adopted and attached as Exhibit B.

**The City Secretary is hereby directed to file with the County Clerk of Kendall County, Texas, a certified copy of this ordinance.**

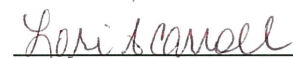
PASSED AND APPROVED on this the first reading the 2<sup>nd</sup> day of July, 2019.

PASSED, APPROVED AND ADOPTED on this the second reading the 9<sup>th</sup> day of July, 2019.

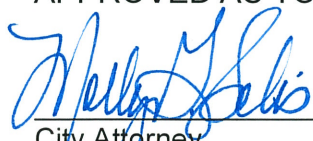
APPROVED:

  
Mayor

ATTEST:

  
City Secretary

APPROVED AS TO FORM:

  
City Attorney

**Kendall County Property ID 15876**  
**Owner: Chad and Kerri Properties LP**

Page 1 of 3

**Field Notes**  
**For A**  
**0.82 Acre Tract of Land**

Being 0.82 acre of land recorded in Volume 1604, Page 745, Official Records of Kendall County, Texas, and being situated in the John Small Survey No. 183, Abstract No. 441, Kendall County, Texas; said 0.82 acre tract being more particularly described as follows:

**BEGINNING** at a point situated on the southwest right-of-way line of IH-10 West; said point being the common most northerly corner of the said 0.82 acre tract and of a 0.374 acre tract recorded in Volume 1514, Page 146, Official Records of Kendall County, Texas; said point also being the most northerly corner of the tract herein described;

Thence            The following calls along the said southwest right-of-way line:

S 50°58'00" E, 105.80 feet to an angle point;

S 47°05'59" E, 300.55 feet to a point being the common most easterly corner of the said 0.82 acre tract and of an 11.00 acre tract recorded in Volume 411, Page 499, Official Records of Kendall County, Texas; said point also being the most easterly corner of the tract herein described;

Thence            N 89°14'22" W, 42.30 feet departing the said southwest right-of-way line and along the common line between the said 0.82 acre tract and the said 11.00 acre tract to a point being the common corner of the said 0.82 acre tract, of the said 11.00 acre tract, and of a 45.405 acre tract recorded in Volume 415, Page 739, Official Records of Kendall County, Texas;

Thence            The following calls along the common line between the said 0.82 acre tract and of the said 45.405 acre tract:

N 89°52'33" W, 175.22 feet departing the common line between the said 0.82 acre tract and the said 11.00 acre tract to an angle point;

N 34°41'04" W, 136.62 feet to a point being the common most southerly corner of the said 0.82 acre tract and of the said 0.374 acre tract;

Thence            N 02°34'10" W, 158.10 feet departing the said common line and along the common line between the said 0.82 acre tract and the said 0.374 acre tract to the **POINT OF BEGINNING** and containing 0.82 acre of land, more or less.

**This Field Note Description is for Annexation Purposes Only.**

**This document was prepared under 22 TAC 663.21, 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. The bearing and distance data described herein reflect those described in the recorded legal documents found for the subject property(s); said data is not intended to represent, nor to imply, that an actual on the ground boundary survey was made.**



A handwritten signature in blue ink, appearing to read "KRM", written over a horizontal line.

Victor Mendez, Jr.  
Registered Professional Land Surveyor No. 6056  
TBPLS FIRM #100423-00  
June 11, 2019

KENDALL COUNTY  
APPRAISAL DISTRICT  
PROPERTY ID  
NO.: 15876

**POZNECKI**  
**INC**  
**AMARILLO**

TBPLS FIRM REGISTRATION #100423-00  
5835 CALLAGHAN RD. / SUITE 200  
SAN ANTONIO, TEXAS 78228 210.349.3273

POINT of  
BEGINNING

0.374 AC.  
VOL. 1514 / PG. 146  
O.R.K.C.TX.

158.10'  
N02°34'10"W

S55°58'00"E  
105.80'

IH-10 WEST  
S47°05'59"E  
300.55'

0.82 Ac.  
CALLED 0.829 AC. TRACT  
VOL. 1604 / PG. 745  
O.R.K.C.TX.

45.405 AC.  
VOL. 415 / PG. 739  
O.R.K.C.TX.

136.62'  
N34°47'04"W

45.405 AC.  
VOL. 415 / PG. 739  
O.R.K.C.TX.

11.00 AC.  
VOL. 411 / PG. 499  
O.R.K.C.TX.

42.30'  
N89°14'22"W

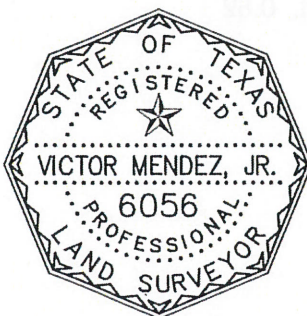
175.22'  
N89°52'33"W

# DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE REFLECTIVE OF THE THE BEARING SYSTEM DESCRIBED IN THE SPECIFIC DEED/PLAT RECORDS OF THE SUBJECT LAND REFERENCED HEREIN.

## NOTES:

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BEING 0.82 ACRE OF LAND RECORDED IN VOLUME 1604, PAGE 745, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS, AND BEING SITUATED IN THE JOHN SMALL SURVEY NO. 183, ABSTRACT NO. 441, KENDALL COUNTY, TEXAS.

THIS 11th DAY OF JUNE 2019, A.D.

VICTOR MENDEZ, JR., R.P.L.S. NO. 6056

SHEET 4 OF 4

JOB NO.: 19045

ID 15876 CHAD AND KERRI PROPERTIES,LP.

Coordinate system is assumed.

North: 1071.2650' East: 1584.9926'

Segment #1 : Line

Course: S50°58'00"E Length: 105.80'

North: 1004.6351 East: 1667.1759

Segment #2 : Line

Course: S47°05'59"E Length: 300.55'

North: 800.0434 East: 1887.3407

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North: 913.3270 East: 1592.0803

Segment #6 : Line

Course: N02°34'10"W Length: 158.10'

North: 1071.2650 East: 1584.9926

-----

Perimeter: 918.59' Area: 36,128 Sq. Ft. 0.82  
Ac.

## Exhibit B

**2019 ANNEXATION  
CITY OF BOERNE, TEXAS  
MUNICIPAL SERVICE PLAN**

**Property Subject to the Plan:**

Being 0.82 acre of land recorded in Volume 1604, Page 745, Official Records of Kendall County, Texas, and being situated in the John Small Survey No. 183, Abstract No. 441, Kendall County, Texas. Official Records of Kendall County, Texas, Kendall County Deed Records being more fully described in attached Exhibit "A", 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. 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 Public Works. 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.

#### 9. ELECTRIC SERVICE

The current electric service provider 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 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.

#### 11. WATER SERVICE \*Current Service - Well or KWU

Water service to the area may be provided from the City of Boerne in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service may be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances and State law as provided in Chapter 43 of the Local Government Code.

Residents and businesses in the Annexation Area will be subject to the same service policies and procedures as apply to other areas of the City of Boerne with the same or similar topography, land use, and population density. As applied to all properties within the City, residents will be responsible for costs to install water service throughout their property. All such water service facilities under the City of Boerne's direct jurisdiction, including new facilities which may be installed by developers or property owners within this newly annexed territory, will be operated, maintained, monitored and inspected in accordance with established City of Boerne policies and ordinances as may be amended.

#### 12. SEWER SERVICE

Sanitary sewer service to the area of proposed annexation may be provided from the City of Boerne in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service may be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances

and State law as provided in Chapter 43 of the Local Government Code.

Residents and businesses in the Annexation Area will be subject to the same service policies and procedures as apply to other areas of the City of Boerne with the same or similar topography, land use, and population density. As applied to all properties within the City, residents will be responsible for costs to install sewer service throughout their property. All such sewer service facilities under the City of Boerne's direct jurisdiction, including new facilities which may be installed by developers or property owners within this newly annexed territory, will be operated, maintained, monitored and inspected in accordance with established City of Boerne policies and ordinances as may be amended.

