

AGENDA
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
September 22, 2020 – 6:00 PM
FACIAL COVERINGS WILL BE REQUIRED

1. CALL TO ORDER – 6:00 PM

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

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

2. CONFLICTS OF INTEREST

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

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

- A. [2020-551](#) CONSIDER THE MINUTES OF THE CITY COUNCIL RETREAT ON AUGUST 27, 2020 AND REGULAR CITY COUNCIL MEETING ON SEPTEMBER 8, 2020.

Attachments: [Minutes.20.0827 retreat](#)
 [Minutes.20.0908](#)

- B. [2020-550](#) CONSIDER ON SECOND READING ORDINANCE NO. 2020-24; AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY 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 THE

CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY.

Attachments: [Summary - 103 Old San Antonio Road](#)
[Ordinance No. 2020-24](#)
[Exhibit A - Metes and Bounds](#)
[Exhibit A - Survey 8.06.20](#)
[Exhibit B - Municipal Service Plan Agreement](#)
[Location Map](#)
[Aerial Map1 - 103 Old San Antonio Road](#)
[Request for annexation](#)

- C. [2020-552](#) CONSIDER RESOLUTION NO. 2020-R71; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, TO ADOPT THE EVS 6.0.4.0 VOTING SYSTEM TO BE USED FOR EARLY VOTING AND REGULAR ELECTION DAY VOTING AND ALL SUBSEQUENT ELECTIONS. (Adopt use of electronic Voting System and software for all City elections)

Attachments: [AIS voting system](#)
[Resolution No. 2020-R71](#)

- D. [2020-546](#) CONSIDER RESOLUTION NO. 2020-R72; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE PERFORMING ARTS.

Attachments: [Boerne Performing Arts - 2020-2021](#)
[Resolution No. 2020-R72](#)
[Boerne Performing Arts Delegate Agency Agreement \(FY 2021\)](#)

- E. [2020-547](#) CONSIDER RESOLUTION NO. 2020-R73; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND RAINBOW SENIOR CENTER. (Kronkosky Place)

Attachments: [Rainbow Senior Center - 2020-2021](#)
[Resolution No. 2020-R73](#)
[Rainbow Sr Ctr Delegate Agreement](#)

- F. [2020-548](#) CONSIDER RESOLUTION NO. 2020-R74; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HOUSING AUTHORITY.

Attachments: [Boerne Housing Authority - 2020-2021](#)
[Resolution No. 2020-R74](#)
[Boerne Housing Authority Delegate Agreement](#)

- G. [2020-549](#) CONSIDER RESOLUTION NO. 2020-R75; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE HILL COUNTRY FAMILY SERVICES.

Attachments: [Hill Country Family Services - 2020-2021](#)
[Resolution No. 2020-R75](#)
[Hill Country Fam Svcs Delegate Agreement](#)

- H. [2020-553](#) CONSIDER RESOLUTION NO. 2020-R76; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND THE FRIENDS OF THE CIBOLO WILDERNESS, INC.

Attachments: [Cibolo Nature Center - 2020-2021](#)
[Resolution No. 2020-R76](#)
[CNC Delegate Agency Agreement](#)

REGULAR AGENDA

5. OTHER ITEMS:

- A. [2020-563](#) KENDALL COUNTY FRIENDS OF THE NIGHT SKY “DARK SKIES MONTH” PROCLAMATION.

Attachments: [9.22.20 Dark Skies Proclamation AIS](#)
[Dark Skies Month Proclamation](#)

- B. [2020-562](#) CIBOLO NATURE CENTER UPDATE BY CAROLYN CHIPMAN EVANS,
CHIEF EXECUTIVE OFFICER.

Attachments: [Cibolo Presentation](#)

- C. [2020-561](#) CONSIDER MAYORAL APPOINTMENT TO THE CONVENTION AND
VISITORS BUREAU ADVISORY BOARD.

Attachments: [AIS CVB Appointment](#)

6. CITY MANAGER'S REPORT:

- A. [2020-560](#) FIRE CHIEF SELECTION
- B. [2020-564](#) CITY MANAGER PROJECT REPORT UPDATE
- C. [2020-565](#) MASTER PLAN UPDATE

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

8. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE: CITY COUNCIL MAY, AS PERMITTED BY LAW, ADJOURN INTO EXECUTIVE SESSION AT ANY TIME TO DISCUSS ANY MATTER LISTED ABOVE INCLUDING IF THEY MEET THE QUALIFICATIONS IN 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) OF CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.
(If needed)

9. ADJOURNMENT

CERTIFICATION

**I hereby certify that the above notice of meeting was posted on the 18th day of
September, 2020 at 3:30 p.m.**

s/s Lori A. Carroll
City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

The City Hall Complex is wheelchair accessible. Access to the building and special parking is available at the front 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.

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

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

MINUTES
SPECIAL CALLED CITY COUNCIL MEETING
CITY COUNCIL RETREAT
CITY COUNCIL TRAINING ROOM
447 North Main Street
Boerne, TX 78006
August 27, 2020 – 4:00 PM

Minutes of the Special Called City Council Retreat of August 27, 2020 at 4:00 p.m.

Present: 6 - Mayor Tim Handren, Council Member Ty Wolosin, Mayor Pro Tem Nina Woolard, Council Member Quinten Scott, Council Member Bryce Boddie, and Council Member Joseph Macaluso

Staff Present: Ben Thatcher, Jeff Thompson, Nick Montagno, and Lori Carroll

Registered/Recognized Guests: Ben Eldredge

1. CALL TO ORDER – 4:00 PM

Mayor Handren called the City Council meeting to order at 4:00 p.m.

2. PUBLIC COMMENTS:

No comments were received.

3. STATE REQUIRED CITY COUNCIL TRAINING

Mayor Handren called on Ms. Lori Carroll, City Secretary.

A. PUBLIC INFORMATION ACT AND OPEN RECORDS

B. OPEN MEETINGS ACT

C. QUORUMS

Ms. Carroll discussed the Public Information Act and the Open Meetings Act of

which all the City Council Members have completed the State required training. She also discussed what constitutes a quorum of Council Members and distributed information regarding the Texas Municipal League and the various training and meeting options that are available.

4. DISCUSSION OF ORGANIZATIONAL STRATEGIC PRIORITIES

Mayor Handren called on Mr. Ben Thatcher, City Manager.

A. ORGANIZATION VISION, MISSION, VALUES

B. CULTURE

Mr. Thatcher discussed his first 60 days of employment with the City of Boerne. He provided an updated employee organization chart noting that the Assistant City Manager position will be vacant until July 2021. He discussed the Visioning exercise meeting with the Executive Team and the results of the email he sent to City employees asking for 3 to 5 values they feel defines who the city is and what we stand for thus setting the Core Values for which the city will be committed. He also discussed the proposed strategic direction for the city with a new Mission Statement and Vision Statement.

5. DISCUSSION OF MASTER PLAN AND STRATEGIC ALIGNMENT

A. REVIEW BOERNE 2018 MASTER PLAN & PRIORITIES

B. DISCUSS DASHBOARD/SCOREBOARD FOR MASTER PLAN

C. DISCUSS STRATEGIC ALIGNMENT AND UPDATE PROCESS

Mayor Handren discussed the 2018 Master Plan and other subsequent Plans that are not included in the Master Plan. He discussed goals and objectives for implementing the Master Plan. Mayor Handren suggested updating the current Action Plan to reflect accountability of each project.

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

Council Member Scott discussed the status of the proposed Splash Pad and the lack of a strategic plan from the citizen's group. A design must be in place before approaching the community.

Council Member Macaluso discussed the landscaping on the interstate at the entrance to Boerne and whether TxDOT has been approached to contribute funds.

Council Member Wolosin discussed a resident who is willing to contribute funds for the sidewalk project on Garden Street.

Council Member Boddie expressed appreciation to city council and staff for their efforts.

Mayor Handren stated that he was asked to do a proclamation in support of Dark Skies.

7. ADJOURNMENT

Mayor Handren adjourned the City Council at 6:19 p.m.

Approved

Mayor

Attest:

City Secretary

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
September 8, 2020 – 6:00 PM

Minutes of the Regular City Council Meeting of September 8, 2020.

Present: **6 -** Mayor Tim Handren, Council Member Ty Wolosin, Mayor Pro Tem Nina Woolard, Council Member Quinten Scott, Council Member Bryce Boddie, and Council Member Joseph Macaluso

Staff Present: Ben Thatcher, Lori Carroll, Siria Arreola, Mike Mann, Sandy Mattick, Nick Montagno, Barbara Quirk, Mike Raute, Angie Rios, Laura Talley, Jeff Thompson, and Danny Zincke.

Guest Present: Tom Kartrude and Mario Obledo, Jr.

1. CALL TO ORDER – 6:00 PM

Mayor Handren called the meeting to order at 6:07 p.m.

INVOCATION

Mayor Handren called on Pastor Jason Smith from First Baptist Church of Boerne to provide the invocation.

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

2. CONFLICTS OF INTEREST

No conflicts of interest were declared.

3. PUBLIC COMMENTS:

Tom Partrude, 128 Lone Star, Boerne, expressed appreciation to City Council for approving the Flood Plain Management ordinance.

Mario Obledo, Jr. Chief of Government & Public Affairs of the San Antonio Food Bank provided information about the Food Bank and assistance they provide to communities during disasters. San Antonio is one of 200 food banks across America. A food distribution event is scheduled for September 17, 2020 at Champion High School.

4. CONSENT AGENDA:

A. CONSIDER THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 25, 2020.

The Minutes were approved.

B. CONSIDER MOTION CASTING THE CITY'S VOTE IN THE ELECTION TO THE TEXAS MUNICIPAL LEAGUE HEALTH BENEFITS POOL BOARD OF TRUSTEE REGION 7. (Cast vote for TML 2020 Board of Trustee Election.)

Motion casting the City's vote for Joe A. Cardenas was approved.

C. CONSIDER MOTION CASTING THE CITY'S VOTE IN THE ELECTION TO THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES ELECTION. (Cast vote for TML Intergovernmental Risk Pool 2020 Board of Trustee Election.)

Motion casting City's vote for Robert T. Herrera, John W. (Buzz) Fullen, Jeffrey Snyder, and Kimberly Meismer was approved.

D. CONSIDER RESOLUTION NO. 2020-R66; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND PENGUIN SUITS, INC. FOR THE 2021 PARKS AND RECREATION GUIDEBOOKS. (Produce, print, and distribute annual Parks Guidebook)

Resolution No. 2020-R66 was approved.

- E. **CONSIDER RESOLUTION NO. 2020-R67; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND KENDALL COUNTY FOR HEALTH SANITARIAN SERVICE. (Annual interlocal agreement for food establishment services)**

Resolution No. 2020-R67 was approved.

- F. **CONSIDER RESOLUTION NO. 2020-R68; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A LISTING AGREEMENT FOR SALE OF THE LAND AND PERMANENTLY ATTACHED BUILDINGS LOCATED AT 400 AND 402 EAST BLANCO ROAD, BOERNE, TEXAS, BETWEEN THE CITY OF BOERNE AND CUSHMAN & WAKEFIELD U.S., INC. (Former Public Works and City Hall building with certain adjacent land and structures)**

Resolution No. 2020-R68 was approved.

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

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

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. **CONSIDER ON SECOND READING ORDINANCE NO. 2020-21; AN ORDINANCE ADOPTING THE ANNUAL CAPITAL AND OPERATING BUDGETS FOR THE CITY OF BOERNE, TEXAS FOR THE FISCAL YEAR 2020-2021, BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.**

Mayor Handren called on Ms. Sandy Mattick, Finance Director. Ms. Mattick

stated that there have been no changes to the budget since the last City Council meeting.

A MOTION WAS MADE BY COUNCIL MEMBER WOLOSIN, SECONDED BY COUNCIL MEMBER MACALUSO, TO APPROVE ON SECOND READING ORDINANCE NO. 2020-21; AN ORDINANCE ADOPTING THE ANNUAL CAPITAL AND OPERATING BUDGETS FOR THE CITY OF BOERNE, TEXAS FOR THE FISCAL YEAR 2020-2021, BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

B. PROPOSED TAX RATE OF 0.4720/100 FOR FISCAL YEAR 2020-2021.

I. PRESENTATION

II. PUBLIC HEARING (One of one hearing)

III. RATIFY THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2020-2021 BUDGET.

IV. CONSIDER A ONE-TIME READING OF ORDINANCE NO. 2020-23; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER, SECTION 3.11.A. (As described below)

V. CONSIDER ORDINANCE NO. 2020-23; AN ORDINANCE ESTABLISHING THE TAX RATE AND THE BASIS FOR ASSESSED VALUES FOR THE CITY OF BOERNE, TEXAS FOR THE YEAR 2020 AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH. (Ordinance adopting tax rate)

Ms. Mattick declared the proposed tax rate for Fiscal Year 2021 is \$0.4720 per \$100 valuation and the no-new-revenue rate is \$0.4656. The proposed tax rate is a 1.37% increase over the "no-new-revenue" rate. The tax rate remains the same as last year.

Mayor Handren opened the Public Hearing at 6:21 p.m.

No comments were received.

Mayor Handren closed the Public Hearing at 6:22 p.m.

A MOTION WAS MADE BY MAYOR PRO TEM WOOLARD, SECONDED BY COUNCIL MEMBER MACALUSO, TO RATIFY THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE 2020-2021 BUDGET. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

A MOTION WAS MADE BY COUNCIL MEMBER WOLOSIN, SECONDED BY MAYOR PRO TEM WOOLARD, TO APPROVE A ONE-TIME READING OF ORDINANCE NO. 2020-23; AS PERMITTED BY THE CITY OF BOERNE'S HOME RULE CHARTER, SECTION 3.11.A. (AS DESCRIBED BELOW) THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

A MOTION WAS MADE BY MAYOR PRO TEM WOOLARD, SECONDED BY COUNCIL MEMBER MACALUSO, THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.4720, WHICH IS EFFECTIVELY A 1.37 PERCENT INCREASE IN THE TAX RATE AND APPROVE ORDINANCE NO. 2020-23; ADOPTING THE TAX RATE FOR 2020. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

C. PROPOSED ANNEXATION OF 8.869 ACRES OF LAND LOCATED AT 103 OLD SAN ANTONIO ROAD AND ADJOINING PORTION OF OLD

SAN ANTONIO ROAD. (At the request of William G. Graham, Fraser H. Graham, and John J. Laroche)

I. PRESENTATION

II. PUBLIC HEARING (One of one hearing)

III. CONSIDER ON FIRST READING ORDINANCE NO. 2020-24; AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY 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 THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY.

Mayor Handren called on Ms. Laura Talley, Planning and Community Development Director. She displayed a map of the location. Discussion ensued about future plans for the property.

Mayor Handren opened the Public Hearing at 6:29 p.m.

No comments were received.

Mayor Handren closed the Public Hearing at 6:29 p.m.

A MOTION WAS MADE BY MAYOR PRO TEM WOOLARD, SECONDED BY COUNCIL MEMBER SCOTT, TO APPROVE ON FIRST READING ORDINANCE NO. 2020-24; AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY 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 THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

6. RESOLUTIONS

A. CONSIDER RESOLUTION NO. 2020-R69; A RESOLUTION ACCEPTING THE SETTLEMENT LETTER OF LEE LEWIS CONSTRUCTION, INC. AS THE FINAL SETTLEMENT AGREEMENT AND APPROVING THE FINAL CHANGE ORDER AND AUTHORIZING EXPENDITURES RELATED THERETO FOR FINAL PAYMENT FOR WORK ON THE NEW CITY HALL. (Approving final payment for construction of New City Hall)

Mayor Handren called on Mr. Mike Mann, Utilities Director. Mr. Mann discussed the construction of the new city hall and the contingencies for owner and contractor. Staff recommends that the Council authorize payment of this additional amount.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY COUNCIL MEMBER SCOTT, TO APPROVE RESOLUTION NO. 2020-R69; A RESOLUTION ACCEPTING THE SETTLEMENT LETTER OF LEE LEWIS CONSTRUCTION, INC. AS THE FINAL SETTLEMENT AGREEMENT AND APPROVING THE FINAL CHANGE ORDER AND AUTHORIZING EXPENDITURES RELATED THERETO FOR FINAL PAYMENT IN THE AMOUNT OF \$65,405.50 FOR WORK ON THE NEW CITY HALL. (APPROVING FINAL PAYMENT FOR CONSTRUCTION OF NEW CITY HALL). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

B. CONSIDER RESOLUTION NO. 2020-R70; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND BOERNEBAK, LLC AND BOERNEBAK II, LLC. (WCID No. 3)

Mayor Handren called on Mr. Jeff Thompson, Deputy City Manager. Mr. Thompson acknowledged Mr. Phil Bakke in the audience. He stated that Representatives of BoerneBak Development have asked that the current development agreement be modified. He explained that with the pandemic, progress on the development has slowed and they have requested a six-month delay from November 2020 to May 2021 to the start of payments in lieu of impact fees. Mr. Thompson stated that the payment amounts would be adjusted accordingly.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER WOLOSIN, TO APPROVE RESOLUTION NO. 2020-R70; A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS AND BOERNEBAK, LLC AND BOERNEBAK II, LLC. (WCID NO. 3). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

7. OTHER ITEMS:

A. RECEIVE RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION AND SET A PUBLIC HEARING FOR OCTOBER 13, 2020:

I. PROPOSED PERMANENT ZONING OF 0.829 ACRES LOCATED AT 33565 INTERSTATE HIGHWAY 10 (KAD NO. 15876) FROM R-A, RESIDENTIAL AGRICULTURAL, TO B-2, HIGHWAY COMMERCIAL

DISTRICT. (Chad and Kerri Properties LP)

II. PROPOSED PERMANENT ZONING OF 0.374 ACRES LOCATED AT 33875A INTERSTATE HIGHWAY 10 (KAD NO. 33907) FROM R-A, RESIDENTIAL AGRICULTURAL, TO B-2, HIGHWAY COMMERCIAL DISTRICT. (Denis and Jill Goulet)

A MOTION WAS MADE BY MAYOR PRO TEM WOOLARD, SECONDED BY COUNCIL MEMBER SCOTT, TO RECEIVE THE RECOMMENDATIONS FROM THE PLANNING AND ZONING COMMISSION AND SET PUBLIC HEARINGS FOR OCTOBER 13, 2020. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

8. CITY MANAGER'S REPORT:

A. LEMONADE DAY (Zincke)

Danny Zincke, Community Services Director briefed City Council on the upcoming Lemonade Day which will take place September 20, 2020. It is no longer necessary for the City to waive permit and fee requirements due to House Bill 234 passed by State Legislation. Kids participating in Lemonade Day still need to obtain a permit as part of the learning experience of being an entrepreneur. The Chamber of Commerce submitted a protocol of COVID mitigation for Lemonade Day activities.

Ben Thatcher, City Manager, expressed appreciation to the City Council and to staff for their work on the budget.

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

Council Member Ty Wolosin expressed appreciation to Mayor Handren, Ben Thatcher and staff for the continued work on COVID issues.

Mayor Handren discussed COVID numbers for the area. The Governor's mandate for masks has helped. There will be a COVID testing site at the Kendall

County Fairgrounds on September 18, 2020. Mayor Handren extended congratulations to Council Member Ty Wolosin for being named on the list of "Hill Country 40 under 40" for achieving excellence in innovation, entrepreneurship and leadership.

10. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE: CITY COUNCIL MAY, AS PERMITTED BY LAW, ADJOURN INTO EXECUTIVE SESSION AT ANY TIME TO DISCUSS ANY MATTER LISTED ABOVE INCLUDING IF THEY MEET THE QUALIFICATIONS IN 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) OF CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. (If needed)


It was not necessary to reconvene into Executive Session.

11. ADJOURNMENT

Mayor Handren adjourned the City Council meeting at 6:45 p.m.

Mayor

City Secretary

	<div style="text-align: center;">AGENDA ITEM SUMMARY</div> <div style="border: 1px dashed purple; padding: 5px; float: right; margin-top: 10px;"> District Impacted <input type="checkbox"/> 1 = Wolosin <input type="checkbox"/> 2 = Woolard <input type="checkbox"/> 3 = Scott <input type="checkbox"/> 4 = Boddie <input checked="" type="checkbox"/> 5 = Macaluso <input type="checkbox"/> All </div>
Agenda Date	<i>September 22, 2020</i>
Requested Action	APPROVE ON SECOND READING ORDINANCE NO. 2020-24; AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY 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 THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY. <i>(103 Old San Antonio Road and a portion of Old San Antonio Rd. at the request of William G. Graham, Fraser H. Graham, and John J. Laroche.)</i>
Contact Person	Laura Talley, Planning and Community Development Director
Background Information	<p>The property owners of 103 Old San Antonio, an 8.869 acre parcel have requested annexation. This annexation will also bring in that section of Old San Antonio, as is required by state law.</p> <p>Once the property is annexed into the city, we will proceed with zoning and discuss potential uses for the property.</p>
Financial Considerations	Utilities are in front of and across the street on the property. The developer is required to bring the utilities to the site.
Citizen Input/Board Review	None
Legal Review	Barbara Quirk reviewed the documents
Alternative Options	Withdraw from Consent Agenda Deny
Supporting Documents	Annexation Request Municipal Service Plan Survey

ORDINANCE NO. 2020-24

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 *(103 Old San Antonio Road, KAD No. 38831, and a portion of Old San Antonio Road at the request of property owners William G. Graham, Fraser H. Graham, and John J. Laroche)*

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;

WHEREAS, the City Council of the City of Boerne passed a resolution on August 25, 2020 to set a public hearing for the proposed annexation of 103 Old San Antonio Road and a portion of Old San Antonio Road by the City and approved the service plan agreement for the area in the City Extraterritorial Jurisdiction ("ETJ") being considered for annexation into the corporate limits of the City of Boerne;

WHEREAS, the City held a public hearing on September 8, 2020, 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:

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 ordinance are hereby found and declared to be true and correct, and are incorporated by reference 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. A service plan agreement for the area was hereby adopted by City Council on August 25, 2020 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 8th day of September, 2020.

PASSED, APPROVED AND ADOPTED on this the second reading the ____ day of September, 2020.

APPROVED:

ATTEST:

Mayor

City Secretary

APPROVED AS TO FORM:

City Attorney

METES AND BOUNDS DESCRIPTION
ANNEXATION TRACT
103 Old San Antonio Rd., Boerne, TX

Description of a 8.869 acre tract of land out of the J. M. McCullough Survey Number 184, Abstract Number 346, Kendall County, Texas being a portion of a tract described as 8.216 acres in deed recorded in Volume 277, Page 325, Kendall County Official Records and all of a tract described as 0.3185 of an acre in deed recorded in Volume 483, Page 101, Kendall County Official Records; plus a portion of Old San Antonio Road which adjoins said 8.216 acre tract; said 8.869 acre tract being more fully described as follows:

Beginning at an existing 1/2" steel rod in an east line of Old San Antonio Road for the northwest corner of this tract, said steel rod being the northwest corner of said 8.216 acre tract and the southwest corner of Priscilla Jean Heard, Trustee of the Falkner Heard Jr. Trust tract, being the remainder of a tract described as 15.090 acres in deed recorded in Volume 683, Page 154, Kendall County Official Records;

Thence, with northern lines of said 8.216 acre tract and southern lines of said 15.090 acre tract as follows:

- North 56 degrees 46 minutes 50 seconds East¹, 315.21 feet (record: N 56°12'40" E, 314.61 feet) to an existing 1/2" steel rod
- South 89 degrees 16 minutes 32 seconds East, passing the southwest corner of and continuing with southerly lines of the Cibolo Preserve tract described as 11.022 acres in deed recorded in Volume 1558, Page 522, Kendall County Official Records, a distance of 597.62 feet (record: S 89°35'40" E, 597.23 feet) to a 4" steel fence post and
- South 50 degrees 38 minutes 03 seconds East, 286.31 feet (record: S 51°17'30" E, 287.03 feet) to an existing 1/2" steel rod being a northeast corner of said 8.216 acre tract, a southwest corner of said Cibolo Preserve tract and a northeast corner of the Friends of Cibolo Wilderness tract described as 44.376 acres in deed recorded in Volume 1731, Page

1051, Kendall County Official Records;

Thence, with eastern and southern lines of said 8.216 acre tract and western and northern lines of said Friends of Cibolo Wilderness tract as follows:

- South 00 degrees 27 minutes 25 seconds West, 205.28 feet (record: South, 205.74 feet) to an existing 1/2" steel rod,
- North 89 degrees 35 minutes 11 seconds West, 188.99 feet (record: N 89°35'50" W, 189.47 feet) to an existing 1/2" steel rod and
- South 63 degrees 33 minutes 56 seconds West, 215.44 feet (record: S 62°54'10" W, 216.00 feet) to an existing 1/2" steel rod being an angle point in southern lines of said 8.216 acre tract and the east corner of the above mentioned 0.3185 of an acre tract;

Thence, with southern lines of said 0.3185 of an acre tract, joining a northeastern line of a tract described as a 0.0172 of an acre portion of said 8.216 acre tract, described in deed recorded in Volume 483, Page 109, Kendall County Official Records, and northern lines of said Friends of Cibolo Wilderness tract as follows:

- North 84 degrees 14 minutes 32 seconds West, 197.24 feet (record: N 84°33'16" W, 197.26 feet) to an existing 1/2" steel rod and
- North 36 degrees 45 minutes 19 seconds West, 245.76 feet (record: N 37°13'03" W, 190.65 feet plus N 37°07' W, 55.39 feet) to an existing 1/2" steel rod being the north corner of said 0.0172 of an acre tract and a north corner of said Friends of Cibolo Wilderness tract;

Thence, with the northwest line of said 0.0172 of an acre tract and a northwest line of said Friends of Cibolo Wilderness tract, South 63 degrees 51 minutes 52 seconds West, 27.38 feet (record: S 62°56' W, 27.45 feet) to an existing 1/2" steel rod for the west corner of said 0.0172 of an acre tract;

Thence, with a southern line of said 8.216 acre tract and a northern line of Friends of

Cibolo Wilderness tract, South 63 degrees 11 minutes 26 seconds West, 215.53 feet (record: S 62°54'13" W, 216.06 feet) to an existing 1/2" steel rod in a northeast line of Old San Antonio Road being the southwest corner of said 8.216 acre tract and a northwest corner of said Friends of Cibolo Wilderness tract, for the southwest corner of this tract;

Thence, crossing Old San Antonio Road, South 56 degrees 32 minutes 03 seconds West, 61.18 feet to a point in a southwest line of Old San Antonio Road and the northeast line of the Roy C. Faz and wife, Mellanie C. Faz, 2.779 acre tract described in deed recorded in Volume 243, Page 178, Kendall County Official Records;

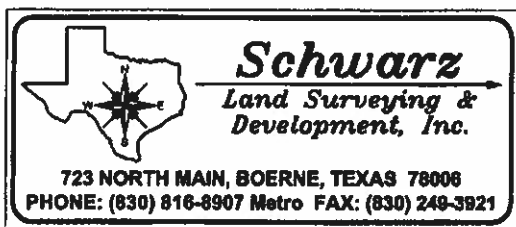
Thence, with southwest lines of Old San Antonio Road, the northeast line of said Faz tract and joining en route the northeast line of the Amanda Whiting tract described as 1.126 acres in deed recorded in Volume 1381, Page 1093, Kendall County Official Records, North 33 degrees 27 minutes 57 seconds West, 239.31 feet to an existing pipe for the north corner of said Whiting tract and the east corner of the Faz-Neutze, Inc. tract described as 5.368 acres in deed recorded in Volume 1440, Page 735, Kendall County Official Records;

Thence, with a southwest line of Old San Antonio Road and the northeast line of the Faz-Neutze, Inc. tract, North 33 degrees 16 minutes 50 seconds West, 11.67 feet to a point, an existing 1/2" steel rod at the north corner of said Faz-Neutze tract bears North 33 degrees 16 minutes 50 seconds West, 162.08 feet;

Thence, crossing Old San Antonio Road, North 56 degrees 43 minutes 10 seconds

East, 60.52 feet to the place of beginning and containing 8.869 acres of land.

I, James E. Schwarz, a Registered Professional Land Surveyor, hereby certify that the above description is from a survey completed on the ground under my supervision on July 31, 2020.



James E. Schwarz
James E. Schwarz
Registered Professional
Land Surveyor No. 4760
Job No. 19-110
Firm License No. 10132600

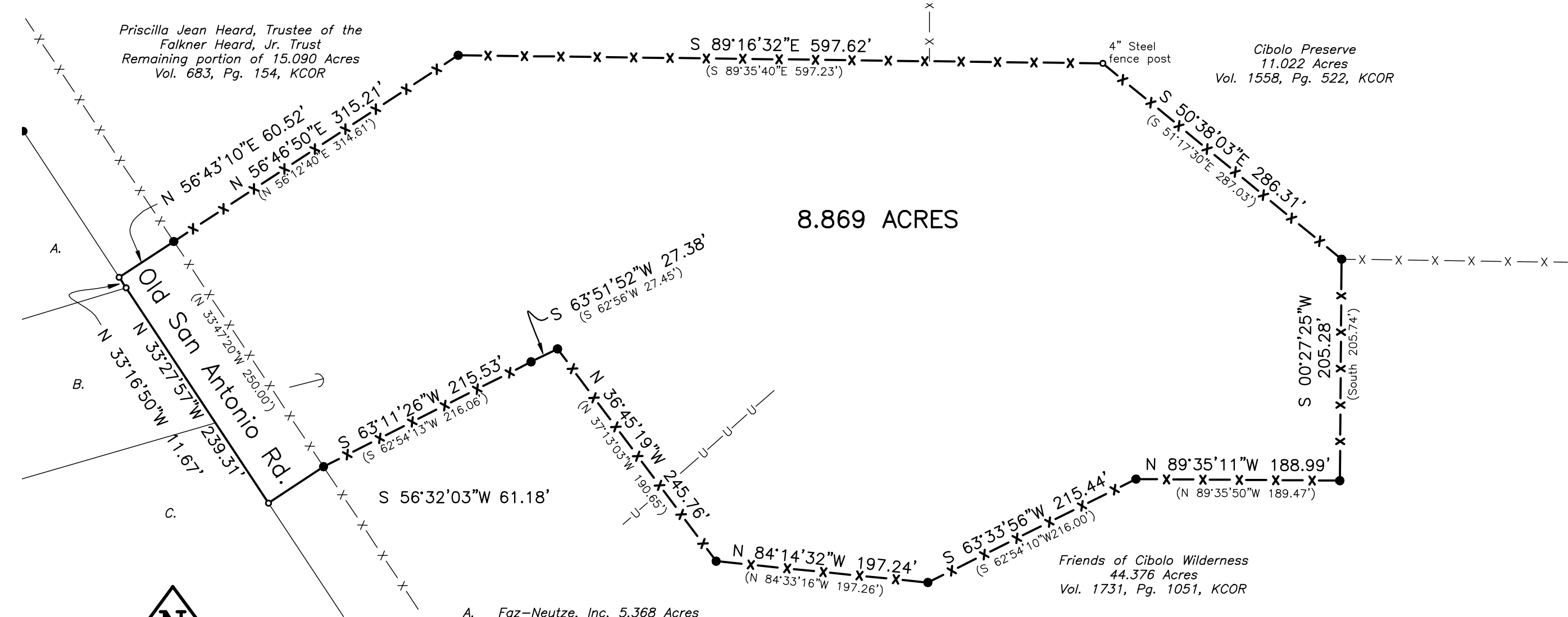



1. This bearing, used as the bearing basis for this survey, was established by GPS.

August 5, 2020 (4:04pm)

AN 8.869 ACRE TRACT OF LAND OUT OF THE J. M. MCCULLOUGH SURVEY NUMBER 184, ABSTRACT NUMBER 346, KENDALL COUNTY, TEXAS BEING A PORTION OF A TRACT DESCRIBED AS 8.216 ACRES IN DEED RECORDED IN VOLUME 277, PAGE 325, KENDALL COUNTY OFFICIAL RECORDS AND ALL OF A TRACT DESCRIBED AS 0.3185 OF AN ACRE IN DEED RECORDED IN VOLUME 483, PAGE 101, KENDALL COUNTY OFFICIAL RECORDS; PLUS A PORTION OF OLD SAN ANTONIO ROAD WHICH ADJOINS SAID 8.216 ACRE TRACT

ADDRESS:
103 Old San Antonio Road
Boerne, TX 78006





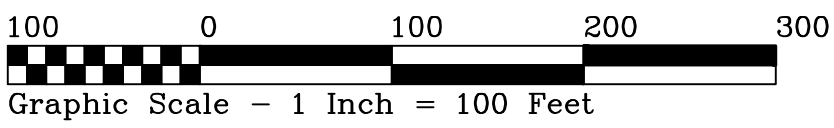
Schwarz

Land Surveying & Development, Inc.

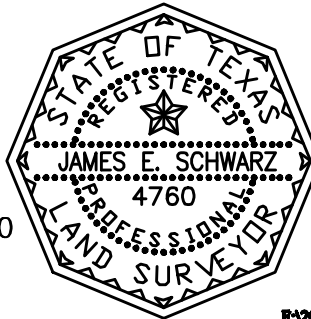
723 NORTH MAIN, BOERNE, TEXAS 78006
PHONE: (830) 816-8897 Metro FAX: (830) 584-8445
FIRM LICENSE NO. 10132600

- A. Faz-Neutze, Inc. 5.368 Acres
Vol. 1440, Pg. 735, KCOR
- B. Amanda Whiting 1.128 Acres
Vol. 1381, Pg. 1093, KCOR
- C. Roy C. Faz and wife, Mellanie C.
Faz 2.779 Acres
Vol. 243, Pg. 178, KCOR

- Notes:
- indicates 1/2" steel rod found.
 - KCOR = Kendall County Official Records.
 - x—x— indicates wire fence on or near this line.
 - U—U— indicates overhead utility line.
 - indicates electric guy wire.
 - This survey was prepared without the benefit of a Title Commitment. Easements and other items may exist that a proper title commitment would have revealed.
 - POB indicates the Point of Beginning of the metes and bounds descriptions prepared for this tract.
 - * This bearing, used as the bearing basis for this survey, was established by GPS.
 - This tract contains improvements not shown.



I certify that this survey was completed on the ground under my supervision on July 31, 2020.



James E. Schwarz
James E. Schwarz
Registered Professional
Land Surveyor No. 4760

Job No. 19-110

F:\2020\19-110\Drawings\Amendment.dwg, 8/6/2020 9:52:45 AM

©2019 James E. Schwarz
This plat is the property of Schwarz Land Surveying & Development, Inc., and may not be reproduced, whole or in part, without prior written consent from Schwarz Land Surveying & Development, Inc.

2020 ANNEXATION CITY OF BOERNE, TEXAS MUNICIPAL SERVICE PLAN

Property Subject to the Plan:

Being a 8.869 acre tract of land out of the J.M. McCullough Survey Number 184, Abstract Number 346, Kendall County, Texas being a portion of a tract described as 8.216 acres in deed recorded in Volume 277, Page 325, Kendall County Official Records and all of a tract described as 0.3185 of an acre in deed recorded in Volume 483, Page 101, Kendall County Official Records; plus a portion of Old San Antonio Road which adjoins said 8.216 acre tract; said 8.869 acre tract 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. SPECIFIC FINDINGS

The City Council of the City of Boerne, Texas finds and determines that this Municipal Service Plan will not provide any fewer services nor will it provide a lower level of service, in the Annexation Area, than were in existence at the time immediately preceding this territory's annexation to the City of Boerne, Texas.

B. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION.

The City will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted. As used in this plan, the term "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances.

1. POLICE PROTECTION

The City of Boerne Police Department will provide regular and routine patrols to the Annexation Area at the same or similar level now being provided to other areas of the City with similar topography, land use and population densities. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

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 level as is afforded by the Kendall West Utility system. The Fire Department will perform these duties as part of its overall activities. Adequate fire suppression activities can be afforded to the annexed area as is supported by the Kendall West Utility system. 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. These services can be provided within the department's current budget. 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. These privileges can be provided within the current budget appropriation.

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

The City of Boerne contracts for the collection of solid waste and refuse within the corporate limits of the City. 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

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. This service can be provided within the current budget appropriation.

Construction of new roads and streets, if any, is the responsibility of the developer or landowner desiring them and must be designed and built in accordance with applicable City of Boerne ordinances and policies as may be amended.

The effects of this addition on drainage will be addressed under the provisions of the 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 Annexation Area is in the service territory of the City of Boerne, and the City will continue to provide electricity service to the Annexation Area at the same or similar level of service now being provided to other areas which exhibit topography, land use and population density.

10. GAS SERVICE

Natural Gas service is available from the City of Boerne. 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.

Natural Gas service from the City of Boerne may be extended to and throughout the Annexation Area by the developer or the landowner and must be designed and built in accordance with

applicable City of Boerne policies and ordinances as may be amended. The nearest natural gas main is located along the west side of Old San Antonio Road.

11. WATER SERVICE

Water Service is available from the City of Boerne upon annexation of the property into the City Limits. Existing City of Boerne water mains will be available for point-of-use extension based on applicable utility extension policies and ordinances of the City of Boerne, now existing or as may be amended. The nearest water main is currently located along west side of Old San Antonio Road.

12. SEWER SERVICE

Sewer service is available from the City of Boerne upon annexation of the property into the City Limits. Sewer service is provided as it is to all other areas within the City of Boerne with the same or similar topography, land use, and population density. Sewer service from the City of Boerne may be extended to and throughout the Annexation Area by the developer or the landowner and must be designed and built in accordance with applicable City of Boerne policies and ordinances as may be amended. The nearest gravity-flow sanitary sewer main is located along the east side of Old San Antonio Road.

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. This service can be provided within the current budget appropriation.

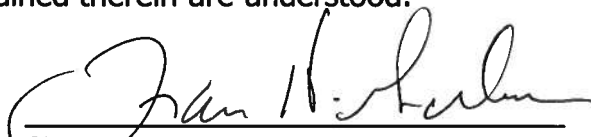
C. CAPITAL IMPROVEMENTS PROGRAM

No capital improvements are necessary at this time to provide services to the Annexation Area consistent with all other areas within the City of Boerne with the same or similar topography, land use, and population density. Need for construction of new facilities will be assessed periodically based on population growth and predicted growth.

THE STATE OF TEXAS
COUNTY OF ~~KENDALL~~ BEXAR

The undersigned acknowledge that the Municipal Service Plan has been read and the requirements and stipulations contained therein are understood.

FRASER H. GRAHAM
Printed Name


Signature

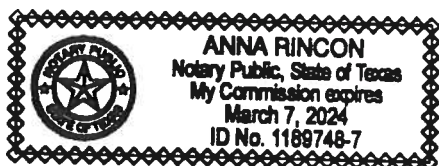
8-6-2020
Date

— NA —
Printed Name

— NA —
Signature

— NA —
Date

This Municipal Service Plan was acknowledged before me on the 6th day of August, 2020




Notary Public In and For the State of Texas

THE STATE OF TEXAS
COUNTY OF ~~KENDALL~~ BEXAR



THE STATE OF TEXAS
COUNTY OF KENDALL

The undersigned acknowledge that the Municipal Service Plan has been read and the requirements and stipulations contained therein are understood.

WILLIAM G GRAHAM

Printed Name

[Signature]

Signature

8/6/20

Date

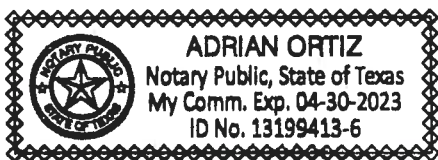
Printed Name

Signature

Date

This Municipal Service Plan was acknowledged before me on the 6th day of

August, 2020.



[Signature]

Notary Public In and For the State of Texas

10

10

THE STATE OF TEXAS
COUNTY OF KENDALL

The undersigned acknowledge that the Municipal Service Plan has been read and the requirements and stipulations contained therein are understood.

John J. LaRuche Jr

Printed Name



Signature

Aug 6 2020

Date

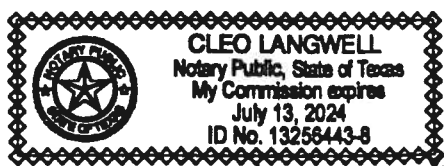
Printed Name

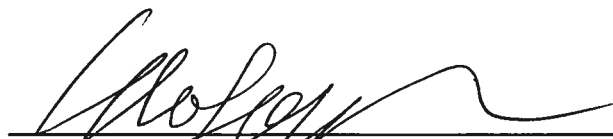
Signature

Date

This Municipal Service Plan was acknowledged before me on the 6th day of

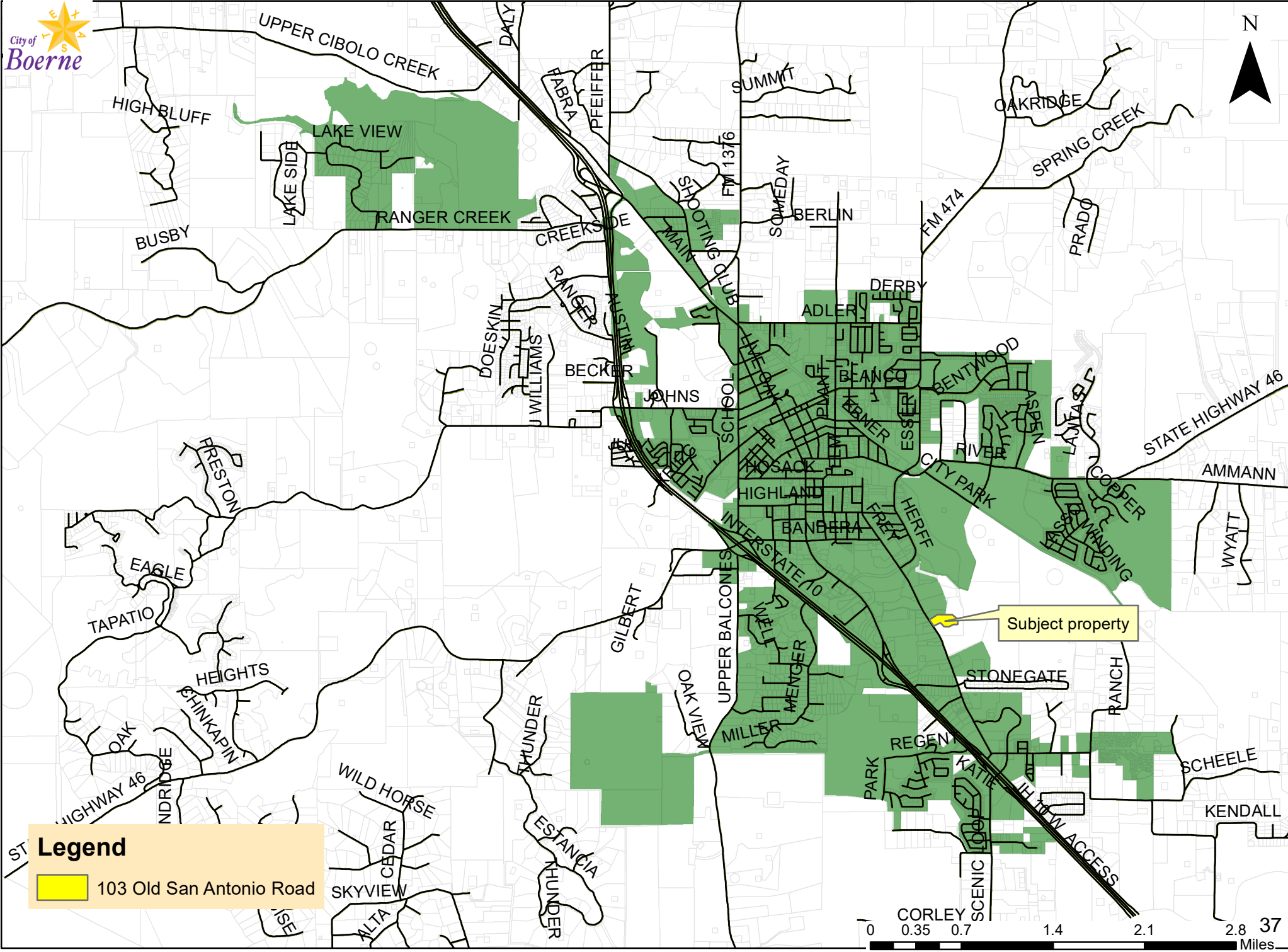
August, 2020.





Notary Public In and For the State of Texas



Location Map 103 Old San Antonio Road

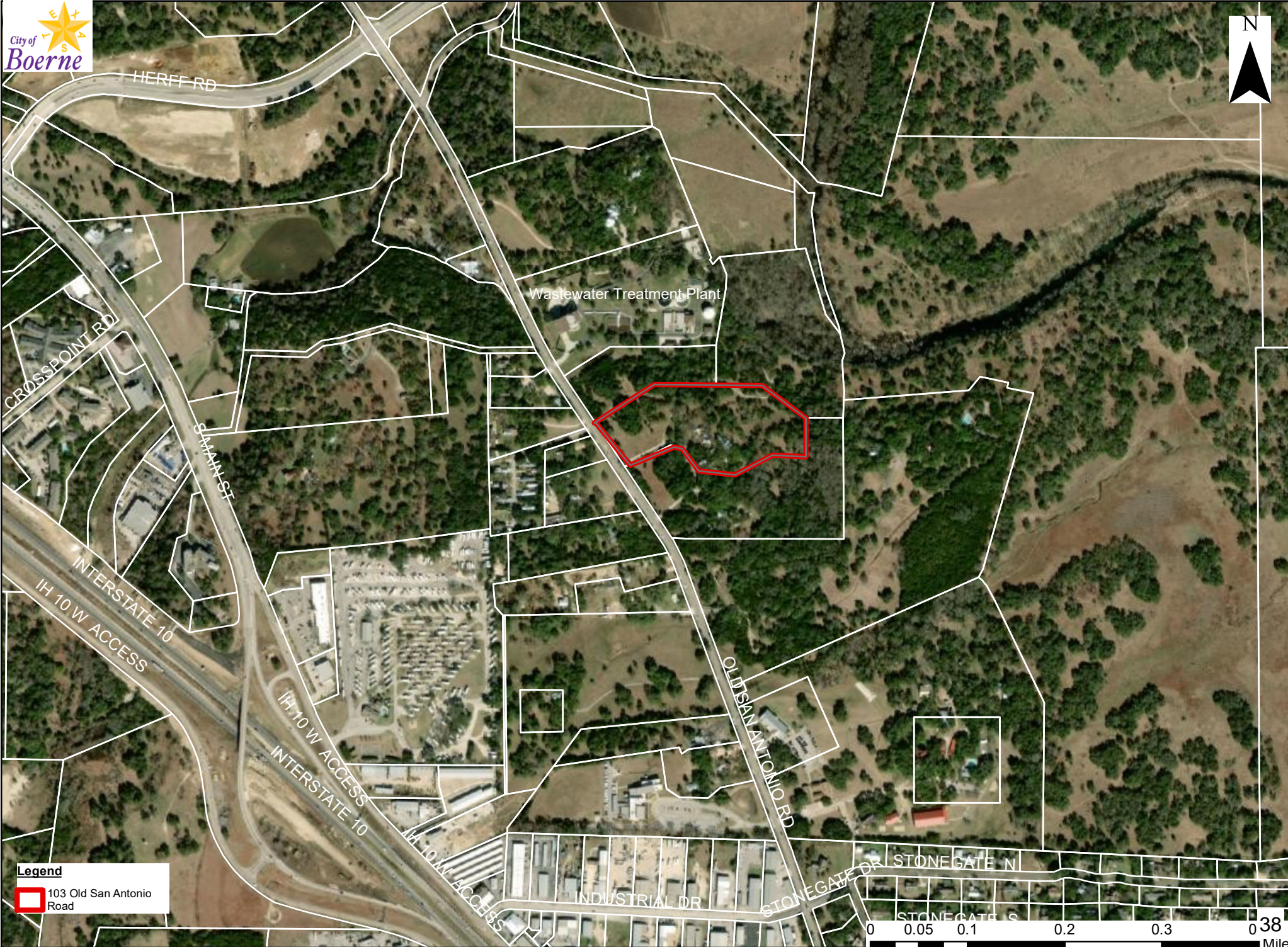


Legend


 103 Old San Antonio Road

0 0.35 0.7 1.4 2.1 2.8 3.7 Miles

Aerial Map 103 Old San Antonio Road



Legend

 103 Old San Antonio Road

0 0.05 0.1 0.2 0.3 0.38 Miles

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

In accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code, the undersigned owners of the hereinafter described tract of land located in the extraterritorial jurisdiction of the City of Boerne which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Boerne Texas a 8.519 acre tract of land located at 103 Old San Antonio Road as described in the attached Exhibit "A".

We certify that the above described tract of land is contiguous and adjacent to the City of Boerne, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

William G. Graham

Signed: _____

Fraser H. Graham

Signed: _____

John J. Laroche

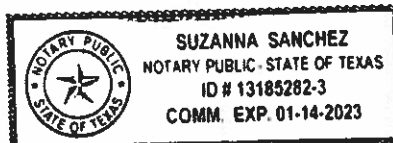
THE STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned authority, on this day personally appeared William G. Graham and Fraser H. Graham, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10th day of May 2020.

Suzanna Sanchez
Notary Public in and for
Bexar County, Texas.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

In accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code, the undersigned owners of the hereinafter described tract of land located in the extraterritorial jurisdiction of the City of Boerne which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Boerne Texas a 8.519 acre tract of land located at 103 Old San Antonio Road as described in the attached Exhibit "A".

off
WR
BT
8.869

We certify that the above described tract of land is contiguous and adjacent to the City of Boerne, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____
William G. Graham

Signed: _____
Fraser H. Graham

Signed: *John J. Laroche, JR*
John J. Laroche, JR

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared William G. Graham and Fraser H. Graham, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of May 2020.

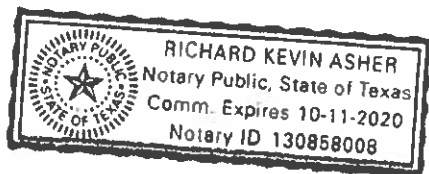
Notary Public in and for
_____ County, Texas.

THE STATE OF TEXAS


COUNTY OF Kendall

BEFORE ME, the undersigned authority, on this day personally appeared John J. Laroche, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 2nd day of July 2020.



Richard Kevin Asher
Notary Public in and for
Kendall County, Texas.

	<div data-bbox="1260 218 1500 457"> <p>District Impacted</p> <p><input type="checkbox"/> 1 = Wolosin</p> <p><input type="checkbox"/> 2 = Woolard</p> <p><input type="checkbox"/> 3 = Scott</p> <p><input type="checkbox"/> 4 = Boddie</p> <p><input type="checkbox"/> 5 = Macaluso</p> <p><input checked="" type="checkbox"/> All</p> </div> <h2 style="text-align: center;">AGENDA ITEM SUMMARY</h2>
Agenda Date	<i>September 22, 2020</i>
Requested Action	APPROVE RESOLUTION NO. 2020-R71; ADOPTING THE NEW VOTING SYSTEM (EVS 6.0.4.0) TO BE USED FOR THE NOVEMBER 3, 2020 ELECTION AND ALL SUBSEQUENT ELECTIONS.
Contact Person	Lori A. Carroll, City Secretary
Background Information	<p>The City of Boerne contracts with Kendall County to conduct the city elections.</p> <p>This year Kendall County has purchased new voting machines and the Kendall County Commissioners Court officially adopted the new voting system, ADA-compliant EVS 6.0.4.0 to be used in Kendall County.</p> <p>State law requires that all entities adopt the new voting system.</p> <p>I will receive a brief overview of the new voting system later in the week.</p>
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Resolution

RESOLUTION NO. 2020-R71

A RESOLUTION OF THE CITY OF BOERNE, TEXAS, TO ADOPT THE EVS 6.0.4.0 VOTING SYSTEM TO BE USED FOR EARLY VOTING AND REGULAR ELECTION DAY VOTING AND ALL SUBSEQUENT ELECTIONS

WHEREAS, the EVS 6.0.4.0 voting system by Elections System & Software (ES&S) is comprised of the ExpressVote ballot marking device and the DS200 precinct scanner; and

WHEREAS, Section 123.035 of the Texas Election Code requires that use of new voting equipment must be approved by the Elections Division of the office of the Texas Secretary of State; and

WHEREAS, Kendall County has received approval from the State of Texas for purchase of the ES&S EVS 6.0.4.0 voting system that is certified for use in Texas; and

WHEREAS, the Kendall County Elections Department, acting by and through the Kendall County Commissioners Court, has purchased the new ADA-compliant EVS 6.0.4.0 voting system to be used for early and regular election day voting by Kendall County for the November 3rd, 2020 election and all subsequent elections; and

WHEREAS, Kendall County Commissioner's Court adopted the EVS 6.0.4.0 voting system for elections; and

WHEREAS, pursuant to Chapter 123, Section 123.001 (b) of the Texas Election Code, a voting system must be adopted for use in any one or more elections by resolution, order or other official action making it necessary for the City of Boerne to formally adopt the voting system;

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

That the City of Boerne does hereby adopt the ES&S EVS 6.0.4.0 voting system, as certified by the State of Texas, to be used for early and regular election day for the November 3rd, 2020 election and all subsequent elections.


PASSED, APPROVED, and ADOPTED on this the ____ day of September, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

	<div style="text-align: center;">AGENDA ITEM SUMMARY</div> <div style="border: 1px dashed purple; padding: 5px; float: right;"> District Impacted <input type="checkbox"/> 1 = Wolosin <input type="checkbox"/> 2 = Woolard <input type="checkbox"/> 3 = Scott <input type="checkbox"/> 4 = Boddie <input type="checkbox"/> 5 = Macaluso <input checked="" type="checkbox"/> All </div>
Agenda Date	<i>September 22, 2020</i>
Requested Action	Approve Resolution No. 2020-R72; authorizing the City Manager to execute the FY 2020 – 2021 Delegate Agency Agreement with Boerne Performing Arts.
Contact Person	Sandy Mattick Finance Director
Background Information	Boerne Performing Arts is an organization whose mission is to bring the world of performing arts to Boerne by presenting concerts that feature internationally acclaimed artists, educating through student outreach programs, and enriching the quality of life in the community; and positively impact the lives of several thousand students through its “FOR KIDS” programs. Boerne Performing Arts’ function is to develop and sustain an environment that supports and promotes awareness, appreciation, education, and access to the arts for residents of the City of Boerne and Kendall County as a whole.
Financial Considerations	Agreement is for the payment of \$15,000 to Boerne Performing Arts. These funds have been budgeted for FY 2021.
Citizen Input/Board Review	N/A
Legal Review	City Attorney Quirk has reviewed and approved the Delegate Agency Agreement
Alternative Options	N/A
Supporting Documents	Delegate Agency Agreement is provided.

RESOLUTION NO. 2020-R72

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC
PURPOSE BETWEEN THE CITY OF BOERNE AND BOERNE PERFORMING
ARTS**

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

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

WHEREAS, the City of Boerne finds it necessary to enter into and manage a delegate agency agreement with the Boerne Performing Arts for Funding for Public Purpose;

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

that the City Council hereby authorizes the City Manager to enter into and manage a delegate agency agreement between the City of Boerne and the Boerne Performing Arts for Funding for Public Purpose in the amount of \$15,000.00.

PASSED, APPROVED, and ADOPTED on this the ____ day of September, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

DELEGATE AGENCY AGREEMENT

THE STATE OF TEXAS ',
 ', KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KENDALL '

This Agreement made effective the 1st day of October, 2020, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, (“CITY”) and the BOERNE PERFORMING ARTS, a 501(c)(3) non-profit organization (“ARTS”), each acting herein by and through its duly authorized officers.

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

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of General Fund for programs of the ARTS; and

WHEREAS, the ARTS is an organization with a mission to bring the world of performing arts to Boerne by presenting concerts that feature internationally acclaimed artists, educating through student outreach programs, and enriching the quality of life in the community; and

WHEREAS, the ARTS' mission is to serve the needs of the citizens of all ages and positively impact the lives of several thousand students through its "FOR KIDS" programs; and

WHEREAS, the ARTS' function is to develop and sustain an environment that supports and promotes awareness, appreciation, education, and access to the arts for residents of the CITY and Kendall County as a whole; and

WHEREAS, the ARTS provides a unique dimension that enhances the economic well-being and quality of life for the residents of the CITY and Kendall County; and

WHEREAS, the City Council has found and determined that the above programs, services, mission and functions of the ARTS accomplish a valuable and important public purpose

for the citizens of Boerne.

NOW THEREFORE:

The parties hereto agree as follows:

1. The ARTS will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. The ARTS agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to the ARTS FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the General Fund. Payment of \$3,750 shall be made quarterly beginning October, 2020 and ending September, 2021.
4. It is expressly understood and agreed by and between the parties that the ARTS is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.
5. It is understood and agreed by and between the parties that a fiduciary duty is created in the ARTS with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. The ARTS shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2020 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. The ARTS shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager, shall make the records available for inspection and review.
- C. Further, the ARTS shall obtain and supply to the City on or before January 31,

2021, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by the ARTS's programs and functions described herein.

6. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2021. This Agreement may be terminated by the City upon thirty (30) days notice for noncompliance with the terms of the Agreement.

7. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006 or to the Boerne Performing Arts, 215 West Bandera Road, Ste, 114-182, Boerne, Texas 78006.

8. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.

9. This Agreement shall be subject to the laws and statutes of the State of Texas.

10. INDEMNITY CLAUSE. THE ARTS AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, CAUSES OF ACTION AND DAMAGES, SUITS, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR INJURY TO OR DEATH TO ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING FROM OR IN CONNECTION WITH THE OPERATIONS OF THE ARTS OR FOR ARTS, BY ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES THAT ARE CARRIED OUT IN FURTHERANCE OF THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE ARTS AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS ALSO INDEMNITY BY THE ARTS TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THE NEGLIGENCE IS A CONCURRING CAUSE OF

THE INJURY, DEATH, OR DAMAGE. THIS DOES NOT EXTEND INDEMNITY BY THE ARTS FOR THE CITY'S OWN GROSS NEGLIGENCE OR WILLFUL OMMISSION.

11. It is expressly agreed that by executing this Agreement with the ARTS, the City does not bind itself in the future as to any action of the City Council in connection with the alteration or repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to the ARTS. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that the ARTS shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:


LORI CARROLL
City Secretary

BOERNE PERFORMING ARTS

BY: _____
CAROL SCHULTZ
Board President

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____

	<div style="text-align: center;">AGENDA ITEM SUMMARY</div> <div style="border: 1px dashed purple; padding: 5px; float: right; margin-top: 10px;"> District Impacted <input type="checkbox"/> 1 = Wolosin <input type="checkbox"/> 2 = Woolard <input type="checkbox"/> 3 = Scott <input type="checkbox"/> 4 = Boddie <input type="checkbox"/> 5 = Macaluso <input checked="" type="checkbox"/> All </div>
Agenda Date	<i>September 22, 2020</i>
Requested Action	Approve Resolution No. 2020-R73; authorizing the City Manager to execute the FY 2020 – 2021 Delegate Agency Agreement with Rainbow Senior Center.
Contact Person	Sandy Mattick Finance Director
Background Information	The Rainbow Senior Center (Kronkosky Place) provides Nutritional Programs and Transportation Services as well as encouraging social interaction among senior citizens. Funding provided by the City assists with the cost of both programs.
Financial Considerations	Agreement is for the payment of \$15,000 to Rainbow Senior Center. These funds have been budgeted for FY 2021.
Citizen Input/Board Review	N/A
Legal Review	City Attorney Quirk has reviewed and approved the Delegate Agency Agreement
Alternative Options	N/A
Supporting Documents	Delegate Agency Agreement is provided.

RESOLUTION NO. 2020-R73

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND THE RAINBOW SENIOR CENTER

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

WHEREAS, the City Council has found and determined that the programs, services, missions and functions of the Rainbow Senior Center accomplish a valuable and important public purpose for the citizens of Boerne; and

WHEREAS, the City of Boerne finds it necessary to enter into and manage a delegate agency agreement with the Rainbow Senior Center for Funding for Public Purpose;

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

that the City Council hereby authorizes the City Manager to enter into and manage a delegate agency agreement between the City of Boerne and the Rainbow Senior Center for Funding for Public Purpose in the amount of \$15,000.

PASSED, APPROVED, and ADOPTED on this the ____ day of September, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

DELEGATE AGENCY AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL

This Agreement made effective the 1st day of October, 2020, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and the RAINBOW SENIOR CENTER, hereinafter called CENTER, each acting herein by and through its duly authorized officers.

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

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of Park Funds for programs of the Center; and

WHEREAS, the Center is a central resource center which provides available needed services to improve and maintain a high quality of life for senior citizens in the City of Boerne and Kendall County; and

WHEREAS, the Center's mission is to serve the need of the citizens of the City of Boerne and Kendall County, ages 60 and older; and

WHEREAS, the Center's function is to coordinate or provide resources, information and activities that will enrich the lives of senior citizens; and

WHEREAS, the Center provides nutritional programs, transportation services, and encourages social interaction among senior citizens to overcome the social isolation that often accompanies aging; and

WHEREAS, the City Council has found and determined that the above programs,

services, mission and functions of the Center accomplish a valuable and important public purpose for the citizens of Boerne.

NOW THEREFORE:

The parties hereto agree as follows:

1. The Center will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. The Center agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to the Center FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the Park Fund. Payment shall be made in quarterly payments of \$3,750 beginning October, 2020 and ending September, 2021.
4. It is expressly understood and agreed by and between the parties that the Center is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
5. It is understood and agreed by and between the parties that a fiduciary duty is created in the Center with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. The Center shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2020 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. The Center shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.

- C. Further, the Center shall obtain and supply to the City on or before January 31, 2021, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by the Center's programs and functions described herein.
6. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2021. This Agreement may be terminated by the City upon thirty (30) days notice for noncompliance with the terms of the Agreement.
7. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006 or to the Rainbow Senior Center, 17 Old San Antonio Rd., Boerne, Texas 78006.
8. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
9. This Agreement shall be subject to the laws and statutes of the State of Texas.
10. **INDEMNITY CLAUSE.** The Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Center, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Center and the City, that the indemnity provided for in this paragraph is also Indemnity by the Center to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.
11. It is expressly agreed that by executing this Agreement with the Center, the City does not bind itself in the future as to any action of the City Council in connection with the alteration or

repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to the Center. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that the Center shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:


LORI CARROLL
City Secretary

RAINBOW SENIOR CENTER

BY: _____
Executive Director

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____

	<div style="text-align: center;">AGENDA ITEM SUMMARY</div> <div style="border: 1px dashed purple; padding: 5px; float: right; margin-top: 10px;"> District Impacted <input type="checkbox"/> 1 = Wolosin <input type="checkbox"/> 2 = Woolard <input type="checkbox"/> 3 = Scott <input type="checkbox"/> 4 = Boddie <input type="checkbox"/> 5 = Macaluso <input checked="" type="checkbox"/> All </div>
Agenda Date	<i>September 22, 2020</i>
Requested Action	Approve Resolution No. 2020-R74; authorizing the City Manager to execute the FY 2020 – 2021 Delegate Agency Agreement with Boerne Housing Authority.
Contact Person	Sandy Mattick Finance Director
Background Information	The Boerne Housing Authority administers a federal rental assistance program for low income families, elderly residents, and persons with disabilities in the City of Boerne. Currently the Boerne Housing Authority assists 62 families in Boerne. Funds for rental assistance and a portion of their administrative costs come from the Department of Housing and Urban Development (HUD). The City's funding pays for the balance of the administrative costs to provide this service. We have been assisting with their administrative costs since FY 2012 – 2013. Kendall County provides office space for Boerne Housing Authority.
Financial Considerations	Agreement is for the payment of \$15,000 to Boerne Housing Authority. These funds have been budgeted for FY 2021.
Citizen Input/Board Review	N/A
Legal Review	City Attorney Quirk has reviewed and approved the Delegate Agency Agreement
Alternative Options	N/A
Supporting Documents	Delegate Agency Agreement is provided.

RESOLUTION NO. 2020-R74

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC
PURPOSE BETWEEN THE CITY OF BOERNE AND THE BOERNE HOUSING
AUTHORITY**

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

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

WHEREAS, the City of Boerne finds it necessary to enter into and manage a delegate agency agreement with the Boerne Housing Authority for Funding for Public Purpose;

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

that the City Council hereby authorizes the City Manager to enter into and manage a delegate agency agreement between the City of Boerne and the Boerne Housing Authority for Funding for Public Purpose in the amount of \$15,000.00.

PASSED, APPROVED, and ADOPTED on this the ____ day of September, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

DELEGATE AGENCY AGREEMENT

THE STATE OF TEXAS '
 ' KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KENDALL '

This Agreement made effective the 1st day of October, 2020, by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and the BOERNE HOUSING AUTHORITY, each acting herein by and through its duly authorized officers.

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

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of Electric Funds for the Boerne Housing Authority; and

WHEREAS, the Boerne Housing Authority administers a federal rental assistance program for low income families, elderly residents, and persons with disabilities in the City of Boerne; and

WHEREAS, the Boerne Housing Authority's mission is to serve the need of the citizens of the City of Boerne and

WHEREAS, the Boerne Housing Authority's function is to provide assistance to qualifying low income families, elderly residents, and persons with disabilities; and

WHEREAS, the Boerne Housing Authority provides a federal rental assistance program;

and

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

NOW THEREFORE:

The parties hereto agree as follows:

1. The Boerne Housing Authority will provide, oversee, administer, and carry out the program and services described above in a manner satisfactory to the City.
2. The Boerne Housing Authority agrees that any funds paid to it by the City shall be used only in the performance of the program and services described above.
3. The City hereby agrees to pay to the Boerne Housing Authority FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the Electric Fund. Payment shall be made in quarterly payments of \$3,750 beginning October, 2020 and ending September, 2021.
4. It is expressly understood and agreed by and between the parties that the Boerne Housing Authority is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
5. It is understood and agreed by and between the parties that a fiduciary duty is created in the Boerne Housing Authority with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. The Boerne Housing Authority shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2020 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. The Boerne Housing Authority shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.

- C. Further, the Boerne Housing Authority shall obtain and supply to the City on or before January 31, 2021, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by the Boerne Housing Authority's program and functions described herein.
6. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2021. This Agreement may be terminated by the City upon thirty (30) days notice for noncompliance with the terms of the Agreement.
7. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006 or to the Boerne Housing Authority, 201 E San Antonio Ave., Boerne, Texas 78006.
8. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
9. This Agreement shall be subject to the laws and statutes of the State of Texas.
10. **INDEMNITY CLAUSE.** The Boerne Housing Authority agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Boerne Housing Authority, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Boerne Housing Authority and the City, that the indemnity provided for in this paragraph is also Indemnity by the Boerne Housing Authority to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

11. It is expressly agreed that by executing this Agreement with the Boerne Housing Authority, the City does not bind itself in the future as to any action of the City Council in connection with the alteration or repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to the Boerne Housing Authority. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that the Boerne Housing Authority shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

CITY OF BOERNE, TEXAS

ATTEST:

LORI CARROLL
City Secretary


BY: _____
Ben Thatcher
City Manager

BOERNE HOUSING AUTHORITY

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____

BY: _____
Barbara Christman
Executive Director

	<div style="text-align: center;">AGENDA ITEM SUMMARY</div> <div style="border: 1px dashed purple; padding: 5px; float: right;"> District Impacted <input type="checkbox"/> 1 = Wolosin <input type="checkbox"/> 2 = Woolard <input type="checkbox"/> 3 = Scott <input type="checkbox"/> 4 = Boddie <input type="checkbox"/> 5 = Macaluso <input checked="" type="checkbox"/> All </div>
Agenda Date	<i>September 22, 2020</i>
Requested Action	Approve Resolution No. 2020-R75; authorizing the City Manager to execute the FY 2020 – 2021 Delegate Agency Agreement with Hill Country Family Services, Inc.
Contact Person	Sandy Mattick Finance Director
Background Information	Hill Country Family Services, Inc. provides monetary assistance for utilities, eye care, medical care, prescriptions, G.E.D. testing, summer school fees, sports fees and other bills on an emergency basis. They also provide food assistance for individuals, families and seniors and school supplies to students.
Financial Considerations	Agreement is for the payment of \$15,000 to Hill Country Family Services, Inc. These funds have been budgeted for FY 2021.
Citizen Input/Board Review	N/A
Legal Review	City Attorney Quirk has reviewed and approved the Delegate Agency Agreement
Alternative Options	N/A
Supporting Documents	Delegate Agency Agreement is provided.

RESOLUTION NO. 2020-R75

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

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

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

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

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

that the City Council hereby authorizes the City Manager to enter into and manage a delegate agency agreement between the City of Boerne and Hill Country Family Services for Funding for Public Purpose in the amount of \$15,000.00.

PASSED, APPROVED, and ADOPTED on this the ____ day of September, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

DELEGATE AGENCY AGREEMENT

THE STATE OF TEXAS ',
 ', KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KENDALL '

This Agreement made effective the 1st day of October, 2020 by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and HILL COUNTRY FAMILY SERVICES, hereinafter called FAMILY SERVICES, each acting herein by and through its duly authorized officers.

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

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

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

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

WHEREAS, Family Services' function is to coordinate or provide resources, information and activities that will enrich the lives of the citizens; and

WHEREAS, Family Services provides monetary assistance for utilities, eye care, medical, prescriptions, G.E.D. testing, summer school fees, sports fees and other emergency needs, food assistance for individuals, families and senior citizens and school supplies; and

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

purpose for the citizens of Boerne.

NOW THEREFORE:

The parties hereto agree as follows:

1. Family Services will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. Family Services agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City hereby agrees to pay to Family Services FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) from the General Fund. Payment shall be made in quarterly payments of \$3,750.00 beginning October, 2020 and ending September, 2021.
4. It is expressly understood and agreed by and between the parties that Family Services is hired and engaged as an independent contractor and is not an officer, agent or employee of the City
5. It is understood and agreed by and between the parties that a fiduciary duty is created in Family Services with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. Family Services shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2020 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. Family Services shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.

- C. Further, Family Services shall obtain and supply to the City on or before January 31, 2021, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by Family Services' programs and functions described herein.
6. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2021. This Agreement may be terminated by the City upon thirty (30) days notice for noncompliance with the terms of the Agreement.
7. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006 or to the HILL COUNTRY FAMILY SERVICE, 118 West Advogt, Boerne, Texas 78006.
8. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.
9. This Agreement shall be subject to the laws and statutes of the State of Texas.
10. **INDEMNITY CLAUSE.** Family Services agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Family Services, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Family Services and the City, that the indemnity provided for in this paragraph is also Indemnity by Family Services to indemnify and protect the City from the consequences of the negligence of either party hereto with regard to any and all claims based upon joint venture liability.
11. It is expressly agreed that by executing this Agreement with Family Services, the City does

not bind itself in the future as to any action of the City Council in connection with the alteration or repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to Family Services. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that Family Services shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:

Lori Carroll
City Secretary


HILL COUNTRY FAMILY SERVICES

BY: _____
TITLE: _____

ATTEST:

BY: _____

PRINT NAME: _____
OFFICE HELD: _____

	<div style="text-align: center;"> <h2 style="margin: 0;">AGENDA ITEM SUMMARY</h2> </div> <div style="border: 1px dashed purple; padding: 5px; margin-top: 10px;"> <p style="text-align: center; margin: 0;">District Impacted</p> <p><input type="checkbox"/> 1 = Wolosin</p> <p><input type="checkbox"/> 2 = Woolard</p> <p><input type="checkbox"/> 3 = Scott</p> <p><input type="checkbox"/> 4 = Boddie</p> <p><input type="checkbox"/> 5 = Macaluso</p> <p><input checked="" type="checkbox"/> X All</p> </div>
Agenda Date	<i>September 22, 2020</i>
Requested Action	Approve Resolution No. 2020-R76; authorizing the City Manager to execute the FY 2020 – 2021 Delegate Agency Agreement with Friends of the Cibolo Wilderness, Inc.
Contact Person	Sandy Mattick Finance Director
Background Information	The Friends of the Cibolo Wilderness, Inc. operate the Cibolo Nature Center and provide a service to the community by gathering and disseminating information that is valuable in the management of the Cibolo Wilderness Area. Activities such as public tours, classes, and studies as well as managing the day-to-day operations of the Nature Center help to promote community education, scientific research, and enhancement of wildlife in the Boerne area. Funds paid from the City under this agreement are to be used in the performance of programs and services as described in the agreement.
Financial Considerations	Agreement is for the payment of \$15,000 to Friends of the Cibolo Wilderness, Inc. These funds have been budgeted for FY 2021.
Citizen Input/Board Review	N/A
Legal Review	City Attorney Quirk has reviewed and approved the Delegate Agency Agreement
Alternative Options	N/A
Supporting Documents	Delegate Agency Agreement is provided.

RESOLUTION NO. 2020-R76

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A DELEGATE AGENCY AGREEMENT FOR FUNDING OF PUBLIC PURPOSE BETWEEN THE CITY OF BOERNE AND THE FRIENDS OF THE CIBOLO WILDERNESS, INC.

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

WHEREAS, the City Council has found and determined that the programs, services, missions and functions of the Friends of the Cibolo Wilderness, Inc., hereinafter called the Cibolo Nature Center, accomplish a valuable and important public purpose for the citizens of Boerne; and

WHEREAS, the City of Boerne finds it necessary to enter into and manage a delegate agency agreement with the Cibolo Nature Center for Funding for Public Purpose;

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

that the City Council hereby authorizes the City Manager to enter into and manage a delegate agency agreement between the City of Boerne and the Cibolo Nature Center for Funding for Public Purpose in the amount of \$15,000.

PASSED, APPROVED, and ADOPTED on this the ____ day of September, 2020.

APPROVED:

Mayor

ATTEST:

City Secretary

DELEGATE AGENCY AGREEMENT

THE STATE OF TEXAS ',
 ', KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KENDALL '

This Agreement made effective the 1st day of October, 2020 by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and FRIENDS OF THE CIBOLO WILDERNESS, INC., hereinafter called CIBOLO NATURE CENTER, each acting herein by and through its duly authorized officers.

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

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of funds for programs to promote conservation of natural resources through education; and

WHEREAS, the Cibolo Nature Center performs the necessary and critical function of gathering and disseminating information on the flora, fauna and wildlife in the Cibolo Wilderness Area, which serves to improve and maintain a high quality of life for the citizens of City of Boerne; and

WHEREAS, the Cibolo Nature Center's mission is to promote conservation of natural resources to serve the greater community of the City of Boerne; and

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

NOW THEREFORE:

The parties hereto agree as follows:

1. The Cibolo Nature Center will provide, oversee, administer, and carry out all programs and services described above in a manner satisfactory to the City.
2. The Cibolo Nature Center agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.
3. The City of Boerne hereby agrees to pay to the Cibolo Nature Center FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00). Payment shall be made in quarterly payments of \$3,750.00 beginning October, 2020 and ending September, 2021.
4. It is expressly understood and agreed by and between the parties that the Cibolo Nature Center is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.
5. It is understood and agreed by and between the parties that a fiduciary duty is created in the Cibolo Nature Center with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

- A. The Cibolo Nature Center shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2020 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.
- B. The Cibolo Nature Center shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.
- C. Further, the Cibolo Nature Center shall obtain and supply to the City on or before January 31, 2021, an accounting by numbers, samples, registrations or other method acceptable to the City Manager detailing the persons served by The Cibolo

Nature Center' programs and functions described herein.

6. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2021. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

7. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006 or to the FRIENDS OF THE CIBOLO WILDERNESS, INC., Post Office Box 9, Boerne, Texas 78006.

8. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.

9. This Agreement shall be subject to the laws and statutes of the State of Texas.

10. **INDEMNITY CLAUSE.** The Cibolo Nature Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of The Cibolo Nature Center, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both The Cibolo Nature Center and the City, that the indemnity provided for in this paragraph is also Indemnity by The Cibolo Nature Center to indemnify and protect the City from the consequences of the negligence of either party hereto with regard to any and all claims based upon joint venture liability.

11. It is expressly agreed that by executing this Agreement with The Cibolo Nature Center, the City does not bind itself in the future as to any action of the City Council in connection with the alteration or repeal or amendment of the City of Boerne, Texas budget, fund allocation, or

appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to The Cibolo Nature Center. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that The Cibolo Nature Center shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

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

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

CITY OF BOERNE, TEXAS

BY: _____
BEN THATCHER
City Manager

ATTEST:


Lori Carroll
City Secretary

**FRIENDS OF THE
CIBOLO WILDERNESS, INC.**

BY: _____
TITLE: _____

ATTEST:

BY: _____
PRINT NAME: _____
OFFICE HELD: _____

	<div style="text-align: center;"> <h2>AGENDA ITEM SUMMARY</h2> </div> <div style="border: 1px dashed purple; padding: 5px; margin-top: 10px;"> <p>District Impacted</p> <p><input type="checkbox"/> 1 = Wolosin</p> <p><input type="checkbox"/> 2 = Woolard</p> <p><input type="checkbox"/> 3 = Scott</p> <p><input type="checkbox"/> 4 = Boddie</p> <p><input type="checkbox"/> 5 = Macaluso</p> <p><input checked="" type="checkbox"/> All</p> </div>
Agenda Date	<i>September 22, 2020</i>
Requested Action	PROCLAMATION – NO FORMAL ACTION REQUIRED
Contact Person	Tim Handren, Mayor
Background Information	I have received a request from Kendall County Friends of the Night Sky to proclaim and celebrate October 2020 as Dark Skies Month.
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Proclamation attached

PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of the City of Boerne and are therefore worthy of celebration; and

WHEREAS, the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and

WHEREAS, the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to the City of Boerne; and

WHEREAS, preserving the rich historic heritage and starry night skies of the City of Boerne is important to the high quality of life and community of its citizens; and

WHEREAS, outdoor lighting directed upward into the sky constitutes “light pollution” of the nighttime environment; and

WHEREAS, Hill Country communities are increasingly dedicated to the preservation of the region’s night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region recognized as International Dark-Sky Places by the International Dark-Sky Association; and

WHEREAS, this regional effort of the Kendall County Friends of the Night Sky is worthy of a month-long celebration.

NOW, THEREFORE, I, Tim Handren, Mayor, City of Boerne, Texas do hereby proclaim the month of October 2020 as,

DARK SKIES MONTH

in Boerne, Texas, and hereby show support of the efforts of the people who work to keep our Boerne night skies beautiful for all to see.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Boerne, to be affixed this the 22nd day of September 2020.

Tim Handren, Mayor



CITY OF
BOERNE
CITY COUNCIL
SEPTEMBER 22 2020

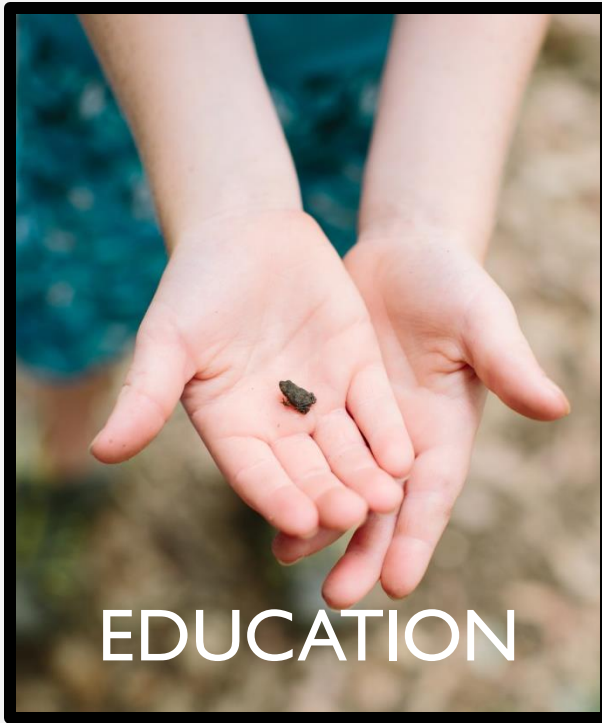


OUR STORY



John Freund
PHOTOGRAPHY

WHAT WE DO



OUTDOOR LEARNING

20,000 people served annually

- Land Owner Education
- Summer Camps
- Outdoor Classroom Field Trips
- Meadowlands - Deep Roots
- Nature Boxes
- Homeschool Programs

A photograph of a woman with glasses and a green shirt kneeling in a forest, looking at a fallen log. Two young children, a girl in a pink dress and a boy in a blue shirt, are also looking at the log. The background is a dense green forest.

CIBOLO NATURE SCHOOL

COMMUNITY CONNECTION

100,000 visitors served annually through:

- Open trails
 - Moondance concerts
 - Programs
 - Family Festivals
 - Mostly-Native Plant Sale
-
- 50% are from out of town



APPLIED RESEARCH

- 22 years of Citizen Science
- University Partnerships
- Civic Engagement
- Land Conservation
- Watershed Protection
- International Monarch research
- Texas Stream Team – 24 years

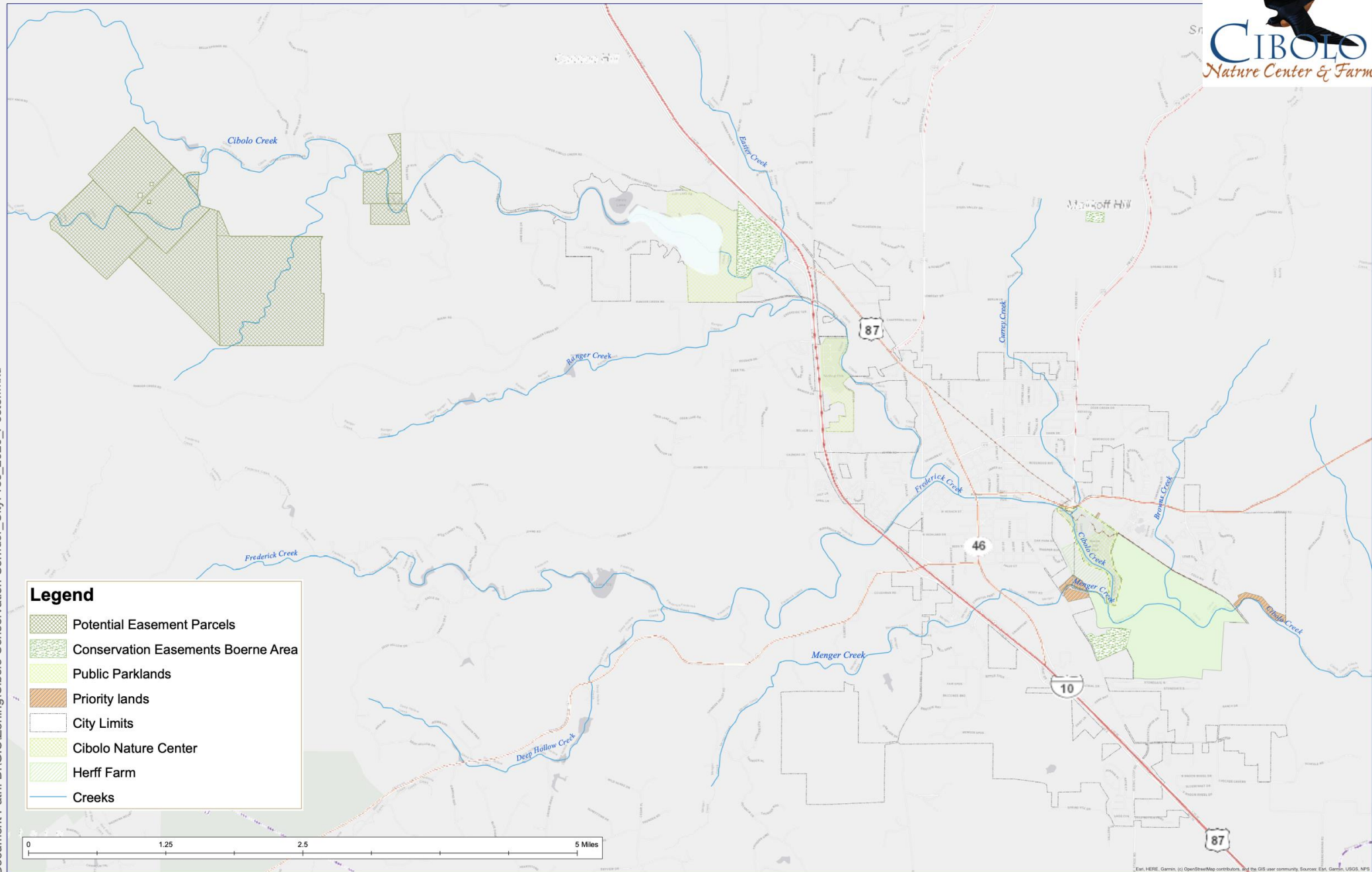




Cibolo Conservation Corridor - Headwaters to Recharge



Document Path: D:\GIS\Zoning\Cibolo Conservation Corridor_CityPres_2020_Poster.mxd



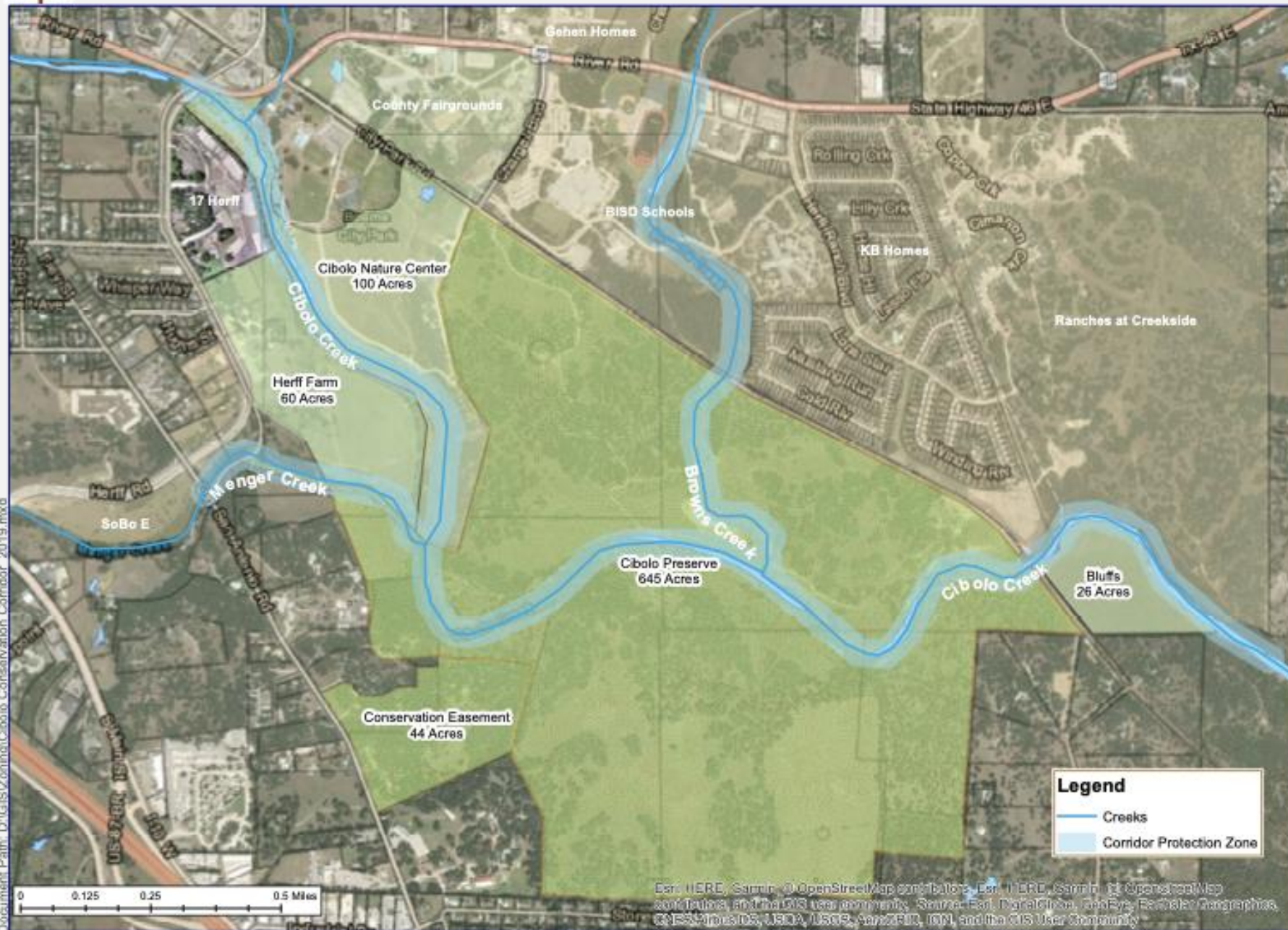
Legend

- Potential Easement Parcels
- Conservation Easements Boerne Area
- Public Parklands
- Priority lands
- City Limits
- Cibolo Nature Center
- Herff Farm
- Creeks

0 1.25 2.5 5 Miles



Cibolo Conservation Corridor



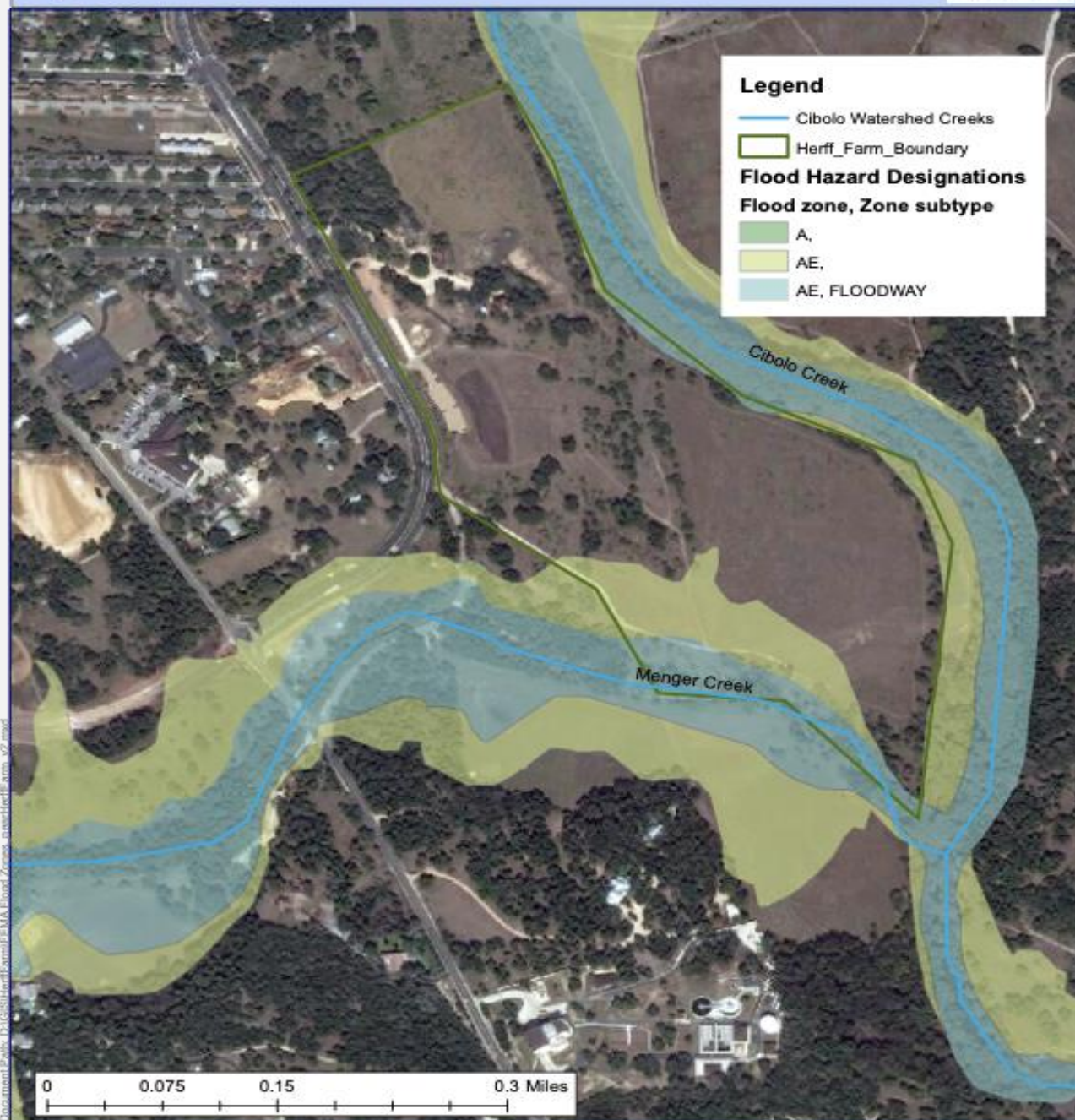
Document Path: D:\GIS\Zoning\Cibolo Conservation Corridor_2019.mxd

05/22/19, Scale 1:15000

Source: CNC GIS Lab



FEMA flood zones and Zoning Changes

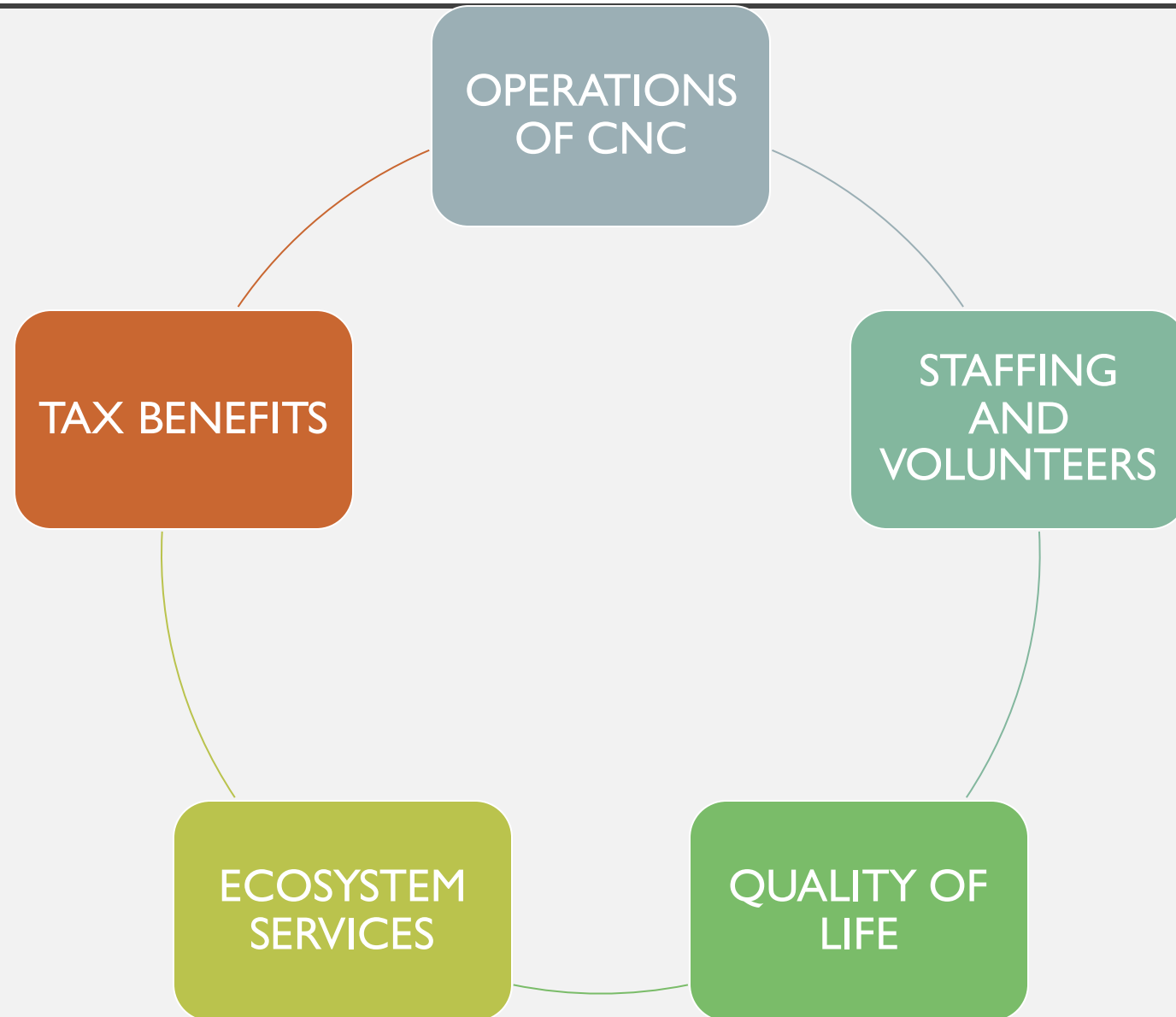


A photograph of a dirt path leading through a field of yellow and red flowers towards a dense forest. The path is made of gravel and dirt, winding through the field. The flowers are in full bloom, and the forest in the background is lush and green.

CIBOLO NATURE CENTER & CITY OF BOERNE PARTNERSHIP

Thank city for partnership of CNC

THE BENEFIT OF THE CNC&F TO CITY OF BOERNE



FACILITIES AND LAND MANAGEMENT

In 2005 the CNC built a \$2M educational facility in Boerne City Park at no expense to taxpayers.

The Friends of Cibolo Wilderness organization has an annual operating cost of \$1,444,000.

Facilities:

- Building Maintenance
- Restroom / Pavillion Maintenance
- Security Monitoring
- Utilities

Grounds:

- Park Rangers
- Trail and Driveway Maintenance
- Trash Pick-Up
- Tree Care
- Garden and Landscape Management

Land Management & Conservation

- Land Management Plan by Rufus Stephens
- Invasive Removal
- Prescribed Burns
- Wildlife Monitoring & Support

Programs:

- Youth Education
- Community Engagement & Adult Education

STAFF & VOLUNTEERS

- Staff Salaries & Benefits totaled **\$1,069,000** in 2019
 - 14 Fulltime Employees
 - 9 Part-time Employees
 - 30 Seasonal Summercamp Counselors
- Volunteer hours in 2019:
- 9,875 hours X \$25.43/hr = **\$251,000**

A group of people, including a man in a green cap and a young boy in a striped shirt, are hiking on a dirt path through a wooded area. The path is surrounded by tall grass and trees. The scene is captured from behind the hikers, showing them walking away from the camera.

BOERNE QUALITY OF LIFE

Attracts Business investment:

- Recruitment and retention of employees
- Marketing Boerne to businesses

Mental and Physical Health:

- Physical fitness
- Stress reduction

Recreation:

- Hiking
- Birding
- Creek time

Community cohesion:

- Family & social connection



RESILIENT ECOSYSTEM SERVICES

Reducing infrastructure investment by taxpayers and the city by:

- Trees
- Clean water
- Water conservation
- Flood mitigation
- Native landscaping

ADDITIONAL BENEFITS

Sales Tax Benefit

- Tourist destination for out-of-towners
- Recreation destination for birders, hikers

Tax Base

Improves property values and thereby increases tax base

Marketability


Photographers:

- 700 per year
- 560 in 2020 already

NEW VISION
AND
A NEW BRAND
FOR THE FUTURE





	<div data-bbox="1260 216 1500 457" style="border: 1px dashed purple; padding: 5px;"> <p>District Impacted</p> <p><input type="checkbox"/> 1 = Wolosin</p> <p><input type="checkbox"/> 2 = Woolard</p> <p><input type="checkbox"/> 3 = Scott</p> <p><input type="checkbox"/> 4 = Boddie</p> <p><input type="checkbox"/> 5 = Macaluso</p> <p><input checked="" type="checkbox"/> All</p> </div> <h2 style="text-align: center;">AGENDA ITEM SUMMARY</h2>
Agenda Date	<i>September 22, 2020</i>
Requested Action	APPROVE THE APPOINTMENT OF WEYLAN RHAME TO THE CONVENTION AND VISITORS BUREAU ADVISORY BOARD.
Contact Person	Mayor Tim Handren
Background Information	<p>It is necessary to fill the vacancy on the Convention and Visitors Bureau Advisory Board created by Taylor McClure Covington's resignation this month of September.</p> <p>Mr. Weylan Rhame is the General Manager of the Bevy Hotel. If appointed, he will represent "Full Service Hotel" on the advisory board.</p>
Financial Considerations	NA
Citizen Input/Board Review	NA
Legal Review	NA
Alternative Options	NA
Supporting Documents	NA