

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
October 26, 2021 – 6:00 PM

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

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

1. CALL TO ORDER – 6:00 PM

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. [2021-885](#) RECOGNITION OF POLICE CHIEF, JIM KOHLER.

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

A. [2021-897](#) CONSIDER APPROVAL OF THE MINUTES FROM THE OCTOBER 12,

2021, REGULAR CITY COUNCIL MEETING.

Attachments: [Minutes.21.1012](#)

- B. [2021-898](#) CONSIDER ON SECOND READING ORDINANCE NO. 2021-33; AN ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AND YIELD SIGNS FOR THE FOLLOWING SUBDIVISIONS: SOUTHGLEN PHASE 5, CHAMPION HEIGHTS UNIT 3, SOUTHGLEN PHASE 9, SOUTHGLEN PHASE 4, OVERLOOK AT BOERNE, REGENT PARK UNIT 3, LEGACY AT CIBOLO UNIT 1, SOUTHGLEN PHASE 6A, REGENT PARK UNIT 2, SOUTHGLEN PHASE 6 & 7, COMMONS AT MENDER CREEK UNIT 5, SOUTHGLEN PHASE 8, AND SOUTHGLEN PHASE 11A; PROVIDING FOR A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION. (Establishing new locations of stop signs and yield signs throughout the city)

Attachments: [AIS-Stop & Yield Sign Approval Ordinance No. 2021-33](#)

- C. [2021-880](#) CONSIDER RESOLUTION NO. 2021-R56; 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 - 2021-2022 Resolution No. 2021-R56](#)
[Hill Country Fam Svcs Delegate Agr-2021-2022](#)

- D. [2021-883](#) CONSIDER RESOLUTION NO. 2021-R57; 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 - 2021-2022 Resolution No. 2021-R57](#)
[Rainbow Sr Ctr Delegate Agr-2021-2022](#)

- E. [2021-882](#) CONSIDER RESOLUTION NO. 2021-R58; 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 - 2021-2022 Resolution No. 2021-R58](#)
[Boerne Housing Authority Delegate Agr 2021-2022](#)

- F. [2021-881](#) CONSIDER RESOLUTION NO. 2021-R59; 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 - 2021-2022 Resolution No. 2021-R59](#)
[Boerne Performing Arts Delegate Agency Agreement \(FY 2022\)](#)

- G. [2021-890](#) CONSIDER RESOLUTION NO. 2021-R60; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE, TEXAS, AND KENDALL COUNTY, TEXAS, FOR FIRE PROTECTION SERVICES. (Renew interlocal agreement with Kendall County for fire protection services, term begins October 1, 2021 through September 30, 2023)

Attachments: [AIS - Fire Interlocal Agreement Resolution No. 2021-R60](#)
[Interlocal Agreement for Fire Protection Services Boundry Map - Fire Districts](#)

- H. [2021-884](#) CONSIDER RESOLUTION NO. 2021-R61; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE AND FAIR OAKS RANCH FOR ANIMAL CONTROL SERVICES. (Renew annual interlocal agreement with Fair Oaks Ranch for animal control services)

Attachments: [AIS Animal Control Services agreement with FoR Resolution No. 2021-R61](#)
[Animal Control Services Interlocal Agreement with Fair Oaks Ranch](#)

- I. [2021-889](#) CONSIDER RESOLUTION NO. 2021-R62; A RESOLUTION DESIGNATING AND AUTHORIZING CERTAIN CITY OFFICERS AS

SIGNATORIES FOR THE DEPOSITORY FINANCIAL INSTITUTION OF THE CITY OF BOERNE, TEXAS. (Authorize signatories for City bank accounts)

Attachments: [AIS - Frost Bank authorized signers - Oct 2021](#)
[Resolution No. 2021-R62](#)

6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2021-878](#) CONSIDER THE PROPOSED REZONING OF 1.0672 ACRES LOCATED AT 128 ARANSAS PASS (SUNRISE ADDITION BLK 6 LOT 15, 19, 20 & PT 21, KAD 26712) FROM R2-M RR, MODERATE DENSITY RESIDENTIAL RIVER ROAD OVERLAY, TO C2 RR, TRANSITIONAL COMMERCIAL RIVER ROAD OVERLAY. (Robert S. Thornton L.P.)
- I. RECEIVE THE REPORT FROM THE PLANNING AND ZONING COMMISSION.
- II. PUBLIC HEARING (one of one hearing)
- III. CONSIDER ON FIRST READING ORDINANCE NO. 2021-34; AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, REZONING 1.0672 ACRES LOCATED AT 128 ARANSAS PASS, SUNRISE ADDITION, BLK 6 LOT 15, 19, 20 AND PT 21 (KAD NO. 26712) FROM R2-M RR, MODERATE DENSITY RESIDENTIAL RIVER ROAD OVERLAY, TO C2 RR, TRANSITIONAL COMMERCIAL RIVER ROAD OVERLAY; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.

Attachments: [Summary - 128 Aransas Pass- Rezone](#)
 [Ordinance No. 2021-34](#)
 [Att 1 - Location Map](#)
 [Att 2 - Current Zoning](#)
 [Att 3 - Proposed Zoning](#)
 [Att 4 - R2-M Table of Uses](#)
 [Att 5 - C-2 Table of Uses](#)
 [Att 6 - Concept plan](#)
 [Att 7 - Overlay District](#)
 [Att 8 - Future Land Use](#)
 [Att 9 - 21-0826 B.O.N.D. Report](#)

- B.** [2021-879](#) CONSIDER THE PROPOSED SPECIAL USE PERMIT FOR A DRIVE-THRU FACILITY LOCATED AT 1313 AND 1361 SOUTH MAIN STREET (WAL-MART SHOPPING CENTER BLK 1 LOT 1 AND LOT 2C (REPLAT), KAD 27528 AND KAD 27529, 7.708 ACRES) IN A C3-EC, COMMUNITY COMMERCIAL - ENTRANCE CORRIDOR DISTRICT. (Michael K. Garrott, Hill Country Square between Jiffy Lube and Eyes on Main)
- I. RECEIVE THE REPORT FROM THE PLANNING AND ZONING COMMISSION.
- II. PUBLIC HEARING (one of one hearing)
- III. CONSIDER ON FIRST READING ORDINANCE NO. 2021-35; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, GRANTING A SPECIAL USE PERMIT FOR A DRIVE-THRU FACILITY TO 7.708 ACRES LOCATED AT 1313 AND 1361 SOUTH MAIN STREET, WAL-MART SHOPPING CENTER BLK 1 LOT 1 AND LOT 2C (KAD NOS. 27528 AND 27529) IN A C3-EC, COMMUNITY COMMERCIAL - ENTRANCE CORRIDOR DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.

Attachments: [Summary - 1313 and 1361 South Main Street](#)
 [Ordinance No. 2021-35](#)
 [Att 1 - Location Map](#)
 [Att 2 - Current Zoning Map](#)
 [Att 3 - Overlay District Map](#)
 [Att 4 - Table of Uses C3](#)
 [Att 5 - Entrance Corridors](#)
 [Att 6 - Development Impact Report](#)
 [Att 7 - Proposed Site Plan](#)
 [Att 8 - Boundaries](#)
 [Att 9 - 21-0921 B.O.N.D. Report](#)

- C. [2021-887](#) CONSIDER A ONE-TIME READING OF ORDINANCE NO. 2021-36;
AS PERMITTED BY THE CITY OF BOERNE’S HOME RULE CHARTER
SECTION 3.11.A. (As described below)
- D. [2021-888](#) CONSIDER ON FIRST READING ORDINANCE NO. 2021-36; AN
ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BOERNE,
TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF BOERNE, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021”;
LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE
LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE
BONDS; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF
THE CITY COUNCIL AND CITY STAFF TO EXECUTE CERTAIN
DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND
OTHER MATTERS INCIDENT AND RELATED THERETO. (City of
Boerne, Texas General Obligation Refunding Bonds, Series 2021)

Attachments: [AIS - 2021 Refunding GO - parameter approval](#)
[Preliminary TIMELINE GO Rfdg 2021 9-14-2021](#)
[Bonds presentation](#)
[Ordinance No. 2021-36](#)
[Comptroller Letter](#)
[Paying Agent Registrar Agreement](#)
[Escrow Deposit Letter](#)
[Certificate as to Official Statement](#)
[Certificate as to Tax Exemption](#)
[General Certificate](#)
[Initial Bond](#)
[Secretary Certificate](#)
[Signature and No-Litigation Certificate](#)

7. OTHER ITEMS:

- A. [2021-896](#) UPDATE ON CITY OF BOERNE COMMUNITY OUTREACH AND INTERVENTION PROGRAM AND KENDALL COUNTY BEHAVIORAL HEALTH INITIATIVE.

Attachments: [AIS Boerne Community Outreach](#)

8. CITY MANAGER'S REPORT:

- A. [2021-893](#) AWARDS AND RECOGNITION.
- B. [2021-894](#) UPDATE ON BRUSH COLLECTION.
- C. [2021-895](#) MONTHLY PROJECTS UPDATE.

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

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

- A. [2021-891](#) SECTION 551.071 - CONSULTATION WITH CITY'S ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION REGARDING DEVELOPMENT AGREEMENT WITH BOERNEBAK.
- B. [2021-892](#) SECTION 551.074 - PERSONNEL MATTERS: CITY ATTORNEY'S ANNUAL EVALUATION AND POTENTIAL AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT.

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

12. ADJOURNMENT

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the 22nd day of October, 2021 at 4:30 p.m.

s/s Lori A. Carroll
City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

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

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

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

MINUTES
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
October 12, 2021 – 6:00 PM

Minutes of the Regular Called City Council meeting of October 12, 2021.

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

Staff Present: Ben Thatcher, Siria Arreola, Paul Barwick, Paul Bilotta, Sarah Buckelew, Jeff Carroll, Lori Carroll, Laura Haning, Lissette Jimenez, Sandy Mattick, Nick Montagno, Steve Perez, Barbara Quirk, Mike Raute, Chris Shadrock, Kristy Stark, Jeanette Teague, and Larry Woods.

Recognized/Registered Guests: Justin McKenzie, Amy Story, Rick Swinghamer, Baron Wiley, Hector Santiago, Jason Repak, Ross Stiteley.

1. CALL TO ORDER – 6:00 PM

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

INVOCATION

Mayor Handren asked Elder Landon Shumway from the Church of Jesus Christ of Latter-Day Saints 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 were declared.

3. PUBLIC COMMENTS:

Mr. Mark Sierra, owner of Las Compadres Restaurant spoke regarding the non-profit organization called VOSBO (Veteran Owned Small Business Organization) of which he is president. The organization would like to construct and install a procession of flags at Veteran's Park. He asked Mr. Chuck Brower to provide more information on the project. Mr. Brower stated that he expects the project to cost approximately \$20,000.00. A capital campaign will be held to raise the money. It is hoped that the project will be completed in early spring, in time for Memorial Day.

4. [2021-876](#) KENDALL COUNTY BOERNE FAIR OAKS TRANSPORTATION COMMITTEE UPDATE.

Mayor Handren asked the co-chairs of the Transportation Committee, Don Durden and Bob Manning to provided an update. Mr. Durden stated in order to be transparent, a website has been created to provide information regarding the meetings. The meetings are open to the public and the public is given the opportunity to comment during the meeting. Not only is transportation and mobility discussed at the meetings but also drainage. The Committee has received more than 300 mobility comments from the community. The Committee will ration down to a short list of about 60. Mr. Manning reviewed the purpose of the committee which was established in 2019. He stated that the committee is made up of local citizens. Mayor Handren referred to the Gateway Study and the article written by Committee Member Jonah Evans.

5. CONSENT AGENDA:

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

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

- A. [2021-862](#) CONSIDER THE APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF SEPTEMBER 14, 2021.
- B. [2021-873](#) CONSIDER RESOLUTION NO. 2021-R47; A RESOLUTION ADOPTING THE 2022 CITY OF BOERNE ROLLING TEN YEAR PLAN.
- C. [2021-832](#) CONSIDER RESOLUTION NO. 2021-R48; A RESOLUTION AUTHORIZING THE CLOSURE OF A PORTION OF MAIN STREET (HWY 87) DURING CERTAIN HOURS FOR DICKENS ON MAIN AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE TEXAS DEPARTMENT OF TRANSPORTATION. (Main Street closure for Dickens on Main event)
- D. [2021-872](#) CONSIDER RESOLUTION NO. 2021-R49; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE, CITY OF FAIR OAKS RANCH, AND KENDALL COUNTY FOR PUBLIC SAFETY AND UTILITIES COMMUNICATION. (Annual agreement for dispatch services)

6. ORDINANCES:

- A. [2021-871](#) CONSIDER ON FIRST READING ORDINANCE NO. 2021-33; AN ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AND YIELD SIGNS FOR THE FOLLOWING SUBDIVISIONS: SOUTHGLEN PHASE 5, CHAMPION HEIGHTS UNIT 3, SOUTHGLEN PHASE 9, SOUTHGLEN PHASE 4, OVERLOOK AT BOERNE, REGENT PARK UNIT 3, LEGACY AT CIBOLO UNIT 1, SOUTHGLEN PHASE 6A, REGENT PARK UNIT 2, SOUTHGLEN PHASE 6 & 7, COMMONS AT MENDER CREEK UNIT 5, SOUTHGLEN PHASE 8, AND SOUTHGLEN PHASE 11A; PROVIDING FOR A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION. (Establishing new locations of stop signs and yield signs throughout the city)

Mayor Handren called on Mr. Jeff Carroll, Development Services Director. Mr. Carroll stated that with new neighborhoods, it is necessary to establish areas where stop and yield signs are needed for safety. He displayed a map of the

new subdivisions.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER WOOLARD, TO APPROVE ON FIRST READING ORDINANCE NO. 2021-33; AN ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AND YIELD SIGNS FOR THE FOLLOWING SUBDIVISIONS: SOUTHGLEN PHASE 5, CHAMPION HEIGHTS UNIT 3, SOUTHGLEN PHASE 9, SOUTHGLEN PHASE 4, OVERLOOK AT BOERNE, REGENT PARK UNIT 3, LEGACY AT CIBOLO UNIT 1, SOUTHGLEN PHASE 6A, REGENT PARK UNIT 2, SOUTHGLEN PHASE 6 & 7, COMMONS AT MENDER CREEK UNIT 5, SOUTHGLEN PHASE 8, AND SOUTHGLEN PHASE 11A; PROVIDING FOR A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION. (ESTABLISHING NEW LOCATIONS OF STOP SIGNS AND YIELD SIGNS THROUGHOUT THE CITY). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

7. PRESENTATIONS, PUBLIC HEARINGS, AND RESOLUTIONS:

- A. [2021-864](#) **CONSIDER RESOLUTION NO. 2021-R50; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT (NON-ANNEXATION AGREEMENT) WITH WYATT JAMES L JR PROPERTY MANAGEMENT TRUST ON SAID PROPERTY DESCRIBED IN THE ATTACHED AGREEMENT AND METES AND BOUNDS LEGAL DESCRIPTION. (Wyatt James L Jr Property Management Trust, 36025 IH-10 West)**

Mayor Handren called on Ms. Laura Haning, Planning and Community Development Director. Ms. Haning displayed a location map of the property located at 36025 IH-10 West. The property is currently on the market and there is an interested buyer. The buyer is interested in developing this property for apartments. The property owner requested a non-annexation agreement which will lock the property owner into annexation if the property is developed.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY COUNCIL MEMBER WOOLARD, TO APPROVE RESOLUTION NO. 2021-R50; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT (NON-ANNEXATION AGREEMENT) WITH WYATT JAMES L JR PROPERTY MANAGEMENT TRUST ON SAID PROPERTY DESCRIBED IN THE ATTACHED AGREEMENT AND METES AND BOUNDS LEGAL DESCRIPTION. (WYATT JAMES L JR PROPERTY MANAGEMENT TRUST, 36025 IH-10 WEST). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

B. [2021-865](#) PROPOSED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS SUPPORTING ROERS COMPANIES APPLICATION FOR HOUSING TAX CREDITS/PRIVATE ACTIVITY BOND APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR BLUFFVIEW APARTMENTS. (Wyatt James L Jr Property Management Trust, 36025 IH-10 West)

I. PRESENTATION

II. PUBLIC HEARING (one of one hearing)

III. CONSIDER RESOLUTION NO. 2021-R51; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS SUPPORTING ROERS COMPANIES APPLICATION FOR HOUSING TAX CREDITS/PRIVATE ACTIVITY BOND APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR BLUFFVIEW APARTMENTS.

Ms. Haning continued with an additional request regarding the property located at 36025 IH-10 West. The potential buyer of the property is requesting support of the Texas Department of Housing and Community Affairs (TDHCA) to develop a 192 unit apartment complex to be supported by tax credits. She displayed a proposed site plan and discussed the requirements of the proposed development. She introduced Ross Stiteley and Logan Schmidt from

Roers Company. Mr. Stiteley provided background of the company and the makeup of the proposed development. He stated that Boerne is a growing area and has a very low vacancy rate of current apartments in the area. Roers will own the development for at least 15 years. After 15 years the company can apply for a new series of tax credits to assure the facility is maintained. Discussion ensued regarding utilities and water detention.

Mayor Handren opened the Public Hearing 6:56 p.m.

No comments were received.

Mayor Handren closed the Public Hearing at 6:56 p.m.

A MOTION WAS MADE BY COUNCIL MEMBER SCOTT, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2021-R51; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS SUPPORTING ROERS COMPANIES APPLICATION FOR HOUSING TAX CREDITS/PRIVATE ACTIVITY BOND APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR BLUFFVIEW APARTMENTS. (WYATT JAMES L JR. PROPERTY MANAGEMENT TRUST, 36025 IH-10 WEST) THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

C. [2021-866](#) CONSIDER RESOLUTION NO. 2021-R52; A RESOLUTION OF THE CITY OF BOERNE ASSERTING ITS DESIRE TO BECOME A DARK SKY COMMUNITY.

Ms. Haning stated the 2018 Comprehensive Plan identified night sky protection as a means to protect our environment. Staff is working with the County to write regulations that are uniform so that once we are dark sky certified, the enforcement will be uniform across the county.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY COUNCIL MEMBER WOOLARD, TO APPROVE RESOLUTION NO. 2021-R52; A RESOLUTION OF THE CITY OF BOERNE ASSERTING ITS DESIRE TO BECOME A DARK SKY COMMUNITY. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

D. [2021-821](#) CONSIDER RESOLUTION NO. 2021-R53; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, ADOPTING AN EMERGENCY OPERATIONS PLAN.

Mayor Handren called on Police Captain Steve Perez. Captain Perez stated that it is necessary to have an Emergency Operations Plan in place to be able to receive state and federal reimbursement in the event of a disaster or emergency.

A MOTION WAS MADE BY COUNCIL MEMBER WOOLARD, SECONDED BY COUNCIL MEMBER BODDIE, TO APPROVE RESOLUTION NO. 2021-R53; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, ADOPTING AN EMERGENCY OPERATIONS PLAN. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

E. [2021-875](#) CONSIDER RESOLUTION NO. 2021-R54; A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE RANCHES AT CREEKSIDE PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF BOERNE, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF BOERNE, TEXAS REGARDING THE PUBLIC HEARING. (Accept the petition for creation of the Ranches at Creekside Public Improvement District and set a public hearing for November 9, 2021)

Mayor Handren called on Nick Montagno, Assistant to the City Manager. Mr. Montagno reminded the City Council that the Public Improvement District Policy was adopted in January 2021. Since that time, staff has received a request from the Ranches at Creekside developer for the remaining undeveloped land in the subdivision. Mr. Rosenberg with Developing and Planning Financial Group, Inc. (DPFG) explained the PID concept which helps

developers with financing and is an economic development tool created by the state. He provided an overview of the project and identified additional community benefits from the funds.

A MOTION WAS MADE BY COUNCIL MEMBER WOOLARD, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2021-R54; A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE RANCHES AT CREEKSIDE PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF BOERNE, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF BOERNE, TEXAS REGARDING THE PUBLIC HEARING. (ACCEPT THE PETITION FOR CREATION OF THE RANCHES AT CREEKSIDE PUBLIC IMPROVEMENT DISTRICT AND SET A PUBLIC HEARING FOR NOVEMBER 9, 2021). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

Nay: 1 - Council Member Boddie

F. [2021-822](#) CONSIDER RESOLUTION NO. 2021-R55; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE THE SALE OF 2.49 ACRES OF REAL PROPERTY LOCATED AT 402 E BLANCO RD., BOERNE, TEXAS (FORMERLY USED AS THE BOERNE CITY HALL), MORE FULLY DESCRIBED AS LOT 120A, BOERNE ORIGINAL TOWN, BY SEALED BID PROCESS, TO SET THE PROCEDURES FOR THE SEALED BID PROCESS, TO SET THE MINIMUM BID AMOUNT, AND TO PROVIDE FOR PUBLICATION OF NOTICE OF THE REQUEST FOR SEALED BIDS. (Establish process for sealed bids for sale of 402 E. Blanco)

Nick Montagno continued with the disposition of the old City Hall building located at 402 E. Blanco. To sell the building using the sealed bid process, will take approximately three months. Mr. Montagno provided a timeline. The City Council will consider all bids and can accept or reject bids received. Staff is recommending setting the minimum bid amount equal to the appraised value of the property which was \$2,538,000.

A MOTION WAS MADE BY COUNCIL MEMBER BODDIE, SECONDED BY MAYOR PRO TEM WOLOSIN, TO APPROVE RESOLUTION NO. 2021-R55; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE THE SALE OF 2.49 ACRES OF REAL PROPERTY LOCATED AT 402 E BLANCO RD., BOERNE, TEXAS (FORMERLY USED AS THE BOERNE CITY HALL), MORE FULLY DESCRIBED AS LOT 120A, BOERNE ORIGINAL TOWN, BY SEALED BID PROCESS, TO SET THE PROCEDURES FOR THE SEALED BID PROCESS, TO SET THE MINIMUM BID AMOUNT, AND TO PROVIDE FOR PUBLICATION OF NOTICE OF THE REQUEST FOR SEALED BIDS. (ESTABLISH PROCESS FOR SEALED BIDS FOR SALE OF 402 E. BLANCO). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

8. OTHER ITEMS:

A. [2021-863](#) DISCUSSION ON WATER WORKS TERRACE DESIGN AND FEASIBILITY STUDY.

Mayor Handren called on Mr. Paul Barwick, Special Projects Director. Mr. Barwick stated that in April 2021, Council approved a professional services agreement with Luck Design Team to prepare a feasibility study for the Waterworks Terrace Park improvements. Mr. Barwick introduced Mr. Brent Luck of Luck Design Team to review the findings of the study. He also provided three concepts to include site plans for the Park. Discussion ensued regarding parking, width of the street, materials to be used, and potential cost of the project. It was the consensus of the city council to move forward with concept 3 which will be added to the Parks Master Plan. Funding for the project, whether grant or public participation will be considered at a future council meeting.

9. CITY MANAGER'S REPORT:

A. [2021-874](#) INTRODUCTION OF FINANCE DIRECTOR, SARAH BUCKELEW.

Mayor Handren called on City Manager Ben Thatcher. Mr. Thatcher introduced the City's new Finance Director Sarah Buckelew and spoke on her work history.

Mr. Thatcher stated that Ms. Sandy Mattick will be retiring at the beginning of the new year and was thoughtful enough to give management ample time to find her replacement.

B. [2021-867](#) SEMI-ANNUAL STAFF UPDATE FROM THE CONVENTION AND VISITOR'S BUREAU.

Mr. Thatcher asked Mr. Larry Woods, Convention and Visitors Bureau to provide an update on marketing and advertising, hotel occupancy, and the Rod Run event this past year.

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

No comments were received.

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

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

A. [2021-868](#) SECTION 551.071 - CONSULTATION WITH CITY'S ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION REGARDING DEVELOPMENT AGREEMENT WITH BOERNEBAK.

No action was taken.

B. [2021-869](#) SECTION 551.072 - DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS. (Project Hive)

No action was taken.

C. [2021-870](#) SECTION 551.072 - DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS. (Project Warren)

No action was taken.

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

Mayor Handren reconvened the City Council into Open Session at 9:30 p.m.

No action was taken.

13. ADJOURNMENT


Mayor Handren adjourned the City Council meeting at 9:30 p.m.

Approved:

Mayor

Attest:

City Secretary

	<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"/> All</p> </div>
Agenda Date	October 12, 2021
Requested Action	<p>APPROVE ON SECOND READING ORDINANCE NO. 2021-33; AUTHORIZING THE INSTALLATION OF STOP AND YIELD SIGNS FOR THE FOLLOWING SUBDIVISIONS: SOUTHGLEN PHASE 5, CHAMPION HEIGHTS UNIT 3, SOUTHGLEN PHASE 9, SOUTHGLEN PHASE 4, OVERLOOK AT BOERNE, REGENT PARK UNIT 3, LEGACY AT CIBOLO UNIT 1, SOUTHGLEN PHASE 6A, REGENT PARK UNIT 2, SOUTHGLEN PHASE 6 & 7, COMMONS AT MENDER CREEK UNIT 5, SOUTHGLEN PHASE 8, AND SOUTHGLEN PHASE 11A; PROVIDING FOR A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION; AND PROVIDING FOR PUBLICATION.</p>
Contact Person	Jeffrey Carroll – Development Services Director
Background Information	<p>Traffic control signs, including stop and yield signs, require approval from City Council during the development process. The plat for the following subdivisions listed above are recorded and the public infrastructure has been accepted by the City.</p> <p>Staff recommends Council approve placement of stop and yield signs at the following locations:</p> <p>Stops signs for Southglen Phase 5:</p> <ol style="list-style-type: none"> 1. Intersection of Edinburgh and Ayshire <ol style="list-style-type: none"> a. Westbound on Ayshire 2. Intersection of Southglen Parkway and Edinburg <ol style="list-style-type: none"> a. Southbound on Edinburg <p>Stops signs for Champion Heights Unit 3:</p> <ol style="list-style-type: none"> 1. Intersection of Champion Boulevard and Destiny Drive <ol style="list-style-type: none"> a. Eastbound on Destiny Drive <p>Stops signs for Southglen Phase 9:</p> <ol style="list-style-type: none"> 1. Intersection of Wickersham and Bellgrove <ol style="list-style-type: none"> a. Westbound on Bellgrove 2. Intersection of Wickersham and Southglen Parkway

	<p>a. Northbound on Wickersham</p> <p>Stops signs for Southglen Phase 4:</p> <ol style="list-style-type: none"> Intersection of Esslemont and Braeburn <ol style="list-style-type: none"> Eastbound on Esslemont <p>Stops signs for Overlook at Boerne:</p> <ol style="list-style-type: none"> Intersection of Magnolia Circle and Chaparral Hill Road <ol style="list-style-type: none"> Southbound on Magnolia Circle (East entrance) Southbound on Magnolia Circle (West entrance) <p>Stops signs for Regent Park Unit 3:</p> <ol style="list-style-type: none"> Intersection of Branson Falls and Indigo Bend <ol style="list-style-type: none"> Northbound on Indigo Bend (East entrance) Northbound on Indigo Bend (West entrance) Intersection of Branson Falls and Balmoral Place <ol style="list-style-type: none"> Eastbound on Branson Falls <p>Stops signs for Legacy at Cibolo Unit 1:</p> <ol style="list-style-type: none"> Intersection of Herff Road and Legacy Oak Lane <ol style="list-style-type: none"> Westbound on Legacy Oak Lane Intersection of Herff Road and Oak Park <ol style="list-style-type: none"> Westbound on Oak Park Drive (North entrance) Westbound on Oak Park Drive (South entrance) <p>Stops signs for Southglen Phase 6A:</p> <ol style="list-style-type: none"> Intersection of Aberdeen and Inverness <ol style="list-style-type: none"> Northbound on Inverness <p>Stops signs for Regent Park Unit 2:</p> <ol style="list-style-type: none"> Intersection of Cheslyn and Telford Way <ol style="list-style-type: none"> Northbound on Cheslyn Intersection of Giverny and Telford Way <ol style="list-style-type: none"> Northbound on Giverny <p>Stops signs for Southglen Phase 6 & 7:</p> <ol style="list-style-type: none"> Intersection of Aberdeen, Old Fredericksburg Road, and Cascade Caverns <ol style="list-style-type: none"> Southbound on Aberdeen Westbound on Cascade Caverns Eastbound on Cascade Caverns Intersection of Aberdeen and Inverness <ol style="list-style-type: none"> Eastbound on Inverness <p>Yield to Pedestrian signs for Southglen Phase 6 & 7:</p> <ol style="list-style-type: none"> On Aberdeen approximately 50 feet north of the intersection of
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	<p>Aberdeen, Old Fredericksburg Road, and Cascade Caverns</p> <p>Stop signs for Commons at Menger Creek Unit 5:</p> <ol style="list-style-type: none"> 1. Intersection of Gallant Fox Lane and Herff Road <ol style="list-style-type: none"> a. Southbound on Gallant Fox <p>Stop signs for Southglen Phase 8:</p> <ol style="list-style-type: none"> 1. Intersection of Wickersham and Southglen Parkway <ol style="list-style-type: none"> a. Southbound on Wickersham <p>Stop signs for Southglen Phase 11A:</p> <ol style="list-style-type: none"> 1. Intersection of Kilmarnock and Wickersham (West intersection) <ol style="list-style-type: none"> a. Westbound of Kilmarnock 2. Intersection of Kilmarnock and Wickersham (East intersection) <ol style="list-style-type: none"> a. Southbound on Wickersham
Item Justification	<div> <div> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation </div> <div> <input checked="" type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____ </div> </div>
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	None

ORDINANCE NO. 2021-33

AN ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AND YIELD SIGNS FOR THE FOLLOWING SUBDIVISIONS: SOUTHGLEN PHASE 5, CHAMPION HEIGHTS UNIT 3, SOUTHGLEN PHASE 9, SOUTHGLEN PHASE 4, OVERLOOK AT BOERNE, REGENT PARK UNIT 3, LEGACY AT CIBOLO UNIT 1, SOUTHGLEN PHASE 6A, REGENT PARK UNIT 2, SOUTHGLEN PHASE 6 & 7, COMMONS AT MENDER CREEK UNIT 5, SOUTHGLEN PHASE 8, AND SOUTHGLEN PHASE 11A; PROVIDING FOR A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION

WHEREAS, pursuant to Texas Transportation Code Section 544.003, the City Council of the City of Boerne is authorized to designate an intersection on a highway under its jurisdiction as a stop and yield intersection and place a sign at one or more entrances to the intersection; and

WHEREAS, the City Council, after deliberation, deems it necessary to install stop and yield signs in certain areas of city streets to promote the public health, safety and general welfare of the citizens and visitors of the City of Boerne.

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

Section 1. Stop signs shall be installed for Southglen Phase 5:

1. Intersection of Edinburgh and Ayshire
 - a. Westbound on Ayshire
2. Intersection of Southglen Parkway and Edinburg
 - a. Southbound on Edinburg

Section 2. Stop signs shall be installed for Champion Heights Unit 3:

1. Intersection of Champion Boulevard and Destiny Drive
 - a. Eastbound on Destiny Drive

Section 3. Stop signs shall be installed for Southglen Phase 9:

1. Intersection of Wickersham and Bellgrove
 - a. Westbound on Bellgrove
2. Intersection of Wickersham and Southglen Parkway
 - a. Northbound on Wickersham

Section 4. Stop signs shall be installed for Southglen Phase 4:

1. Intersection of Esslemont and Braeburn
 - a. Eastbound on Esslemont

Section 5. Stop signs shall be installed for Overlook at Boerne:

1. Intersection of Magnolia Circle and Chaparral Hill Road
 - a. Southbound on Magnolia Circle (East entrance)
 - b. Southbound on Magnolia Circle (West entrance)

Section 6. Stop signs shall be installed for Regent Park Unit 3:

1. Intersection of Branson Falls and Indigo Bend
 - a. Northbound on Indigo Bend (East entrance)
 - b. Northbound on Indigo Bend (West entrance)
2. Intersection of Branson Falls and Balmoral Place
 - a. Eastbound on Branson Falls

Section 7. Stop signs shall be installed for Legacy at Cibolo Unit 1:

1. Intersection of Herff Road and Legacy Oak Lane
 - a. Westbound on Legacy Oak Lane
2. Intersection of Herff Road and Oak Park
 - a. Westbound on Oak Park Drive (North entrance)
 - b. Westbound on Oak Park Drive (South entrance)

Section 8. Stop signs shall be installed for Southglen Phase 6A:

1. Intersection of Aberdeen and Inverness
 - a. Northbound on Inverness

Section 9. Stop signs shall be installed for Regent Park Unit 2:

1. Intersection of Cheslyn and Telford Way
 - a. Northbound on Cheslyn
2. Intersection of Giverny and Telford Way
 - a. Northbound on Giverny

Section 10. Stop signs shall be installed for Southglen Phase 6 & 7:

1. Intersection of Aberdeen, Old Fredericksburg Road, and Cascade Caverns
 - a. Southbound on Aberdeen
 - b. Westbound on Cascade Caverns
 - c. Eastbound on Cascade Caverns
2. Intersection of Aberdeen and Inverness
 - a. Eastbound on Inverness

Section 11. Yield to Pedestrian signs shall be installed for Southglen Phase 6 & 7:

1. On Aberdeen approximately 50 feet north of the intersection of Aberdeen, Old Fredericksburg Road, and Cascade Caverns

Section 12. Stop signs shall be installed for Commons at Menger Creek Unit 5:

1. Intersection of Gallant Fox Lane and Herff Road
 - a. Southbound on Gallant Fox

Section 13. Stop signs shall be installed for Southglen Phase 8:

1. Intersection of Wickersham and Southglen Parkway
 - a. Southbound on Wickersham

Section 14. Stop signs shall be installed for Southglen Phase 11A:

1. Intersection of Kilmarnock and Wickersham (West intersection)
 - a. Westbound of Kilmarnock
2. Intersection of Kilmarnock and Wickersham (East intersection)
 - a. Southbound on Wickersham

Section 15. Violation of this ordinance shall be punishable with a maximum fine not to exceed \$200 for each violation.

Section 16. The City Secretary is hereby authorized and directed to publish the caption in the newspaper as provided by law.

PASSED and APPROVED on first reading this the 12th day of October, 2021.

PASSED, APPROVED and ADOPTED on second reading this the ____ day of October, 2021.

APPROVED:


ATTEST:

Mayor

City Secretary

APPROVED AS TO FORM:

City Attorney

	<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 style="margin: 0;"><input type="checkbox"/> 1 = Wolosin</p> <p style="margin: 0;"><input type="checkbox"/> 2 = Woolard</p> <p style="margin: 0;"><input type="checkbox"/> 3 = Scott</p> <p style="margin: 0;"><input type="checkbox"/> 4 = Boddie</p> <p style="margin: 0;"><input type="checkbox"/> 5 = Macaluso</p> <p style="margin: 0;"><input checked="" type="checkbox"/> All</p> </div>		
Agenda Date	<i>October 26, 2021</i>		
Requested Action	Approve Resolution No. 2021-R56; authorizing the City Manager to execute the Delegate Agency Agreement with Hill Country Family Services, Inc. in the amount of \$15,000.00.		
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.		
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____ </td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____
<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____		
Financial Considerations	Agreement is for the payment of \$15,000 to Hill Country Family Services, Inc. These funds have been budgeted for FY 2022.		
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. 2021-R56

**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 October, 2021.

APPROVED:

Mayor Pro Tem

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, 2021 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 and Electric Fund. Payment shall be made in quarterly payments of \$3,750.00 beginning October, 2021 and ending September, 2022.
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, 2021 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, 2022, 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, 2022. 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;">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	October 26, 2021
Requested Action	Approve Resolution 2021-R57; authorizing the City Manager to execute a Delegate Agency Agreement with Rainbow Senior Center in the amount of \$15,000.00.
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.
Item Justification	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation </div> <div> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ </div> </div>
Financial Considerations	Agreement is for the payment of \$15,000 to Rainbow Senior Center. These funds have been budgeted for FY 2022.
Citizen Input/Board Review	
Legal Review	City Attorney Quirk has reviewed and approved the Delegate Agency Agreement.
Alternative Options	

Supporting Documents	Delegate Agency Agreement is provided.
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RESOLUTION NO. 2021-R57

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 October, 2021.

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, 2021, 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, 2021 and ending September, 2022.
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, 2021 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, 2022, 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, 2022. 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	October 26, 2021
Requested Action	Approve Resolution No. 2021-R58; authorizing the City Manager to execute the Delegate Agency Agreement with Boerne Housing Authority in the amount of \$15,000.00.
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. Kendall County provides office space for Boerne Housing Authority.
Item Justification	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation </div> <div> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ </div> </div>
Financial Considerations	Agreement is for the payment of \$15,000 to Boerne Housing Authority. These funds have been budgeted for FY 2022.
Citizen Input/Board Review	N/A
Legal Review	City Attorney Quirk has reviewed and approved the Delegate Agency Agreement
Alternative Options	

Supporting Documents	Delegate Agency Agreement is provided.
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RESOLUTION NO. 2021-R58

**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 October, 2021.

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, 2021, 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 General Fund. Payment shall be made in quarterly payments of \$3,750 beginning October, 2021 and ending September, 2022.
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, 2021 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, 2022, 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, 2022. 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

	<h2 style="margin: 0;">AGENDA ITEM SUMMARY</h2> <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"/> X All</p> </div>		
Agenda Date	<i>October 26, 2021</i>		
Requested Action	Approve Resolution No. 2021-R59; authorizing the City Manager to execute the Delegate Agency Agreement with Boerne Performing Arts in the amount of \$15,000.00.		
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.		
Item Justification	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ </td> </tr> </table>	<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____
<input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation	<input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input checked="" type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____		
Financial Considerations	Agreement is for the payment of \$15,000 to Boerne Performing Arts. These funds have been budgeted for FY 2022.		
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. 2021-R59

**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 October, 2021.

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, 2021, 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, 2021 and ending September, 2022.
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, 2021 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,

2022, 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, 2022. 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	October 26, 2021
Requested Action	Approve Resolution No. 2021-R60; authorizing the City Manager to enter into and manage an Interlocal Agreement between the City of Boerne, Texas, And Kendall County, Texas, for fire protection services.
Contact Person	Fire Chief Ray Hacker
Background Information	<p>The Inter-local agreement for Fire Protection Services allows the Boerne Fire Department to provide fire protection services to areas inside Kendall County that are also within the Boerne Fire Department's response area, but outside the corporate limits of the City of Boerne. (Exhibit A) The agreement also identifies liability and insurance responsibilities for apparatus and equipment. (Exhibits B and C)</p> <p>The agreement for FY 21/22 includes a two-year term and an agreed upon amount of \$500,000 per year, that Kendall County will contribute to the City of Boerne for fire services. This agreement removes the cost per rooftop formula used in previous years, and results in a slight increase in contribution.</p>
Item Justification	<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Drive Down Risk <input type="checkbox"/> Master Plan Recommendation _____ </div> <div> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Demand <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ </div> </div>
Financial Considerations	Kendall County will pay the City of Boerne \$500,000 per year for fire protection services outside the corporate City limits, but within the Boerne Fire Department's response area, as shown in the boundary map.
Citizen Input/Board Review	

Legal Review	
Alternative Options	
Supporting Documents	Inter-local Agreement for Fire Protection Services and fire protection boundary map for Kendall County.

RESOLUTION NO. 2021-R60

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE,
TEXAS AND KENDALL COUNTY, TEXAS FOR FIRE PROTECTION SERVICES**

WHEREAS, the City of Boerne and Kendall County desire to provide fire protection services to the citizens of Kendall County who reside inside the Boerne Volunteer Fire Department service area, but outside the corporate limits of the City of Boerne; and

WHEREAS, the City of Boerne finds it in the best interest of the citizens to enter into and manage an interlocal agreement for fire protection services with Kendall County, Texas.

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

that the City Council hereby authorizes the City Manager to enter into and manage an agreement with Kendall County, Texas for fire protection services for a term beginning October 1, 2021 and ends on September 30, 2023.

PASSED and APPROVED on this the ____ day of October, 2021.

APPROVED:

Mayor

ATTEST:

City Secretary

INTER LOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

WHEREAS, the City of Boerne and Kendall County desire to provide fire protection services to the citizens of Kendall County who reside inside the Boerne Volunteer Fire Department (BVFD) service area, but outside the corporate limits of the City of Boerne, in an area more particularly described in Exhibit A attached hereto and incorporated herein, hereinafter called the "incident response area"; and

WHEREAS, the City of Boerne, Kendall County, BVFD and Boerne Rural Fire Association (BRFA) desire to consolidate services and equipment to provide for improved fire protection and emergency services within the described incident response area:

NOW, THEREFORE, be it resolved that the City of Boerne and Kendall County enter into this Inter-Local Agreement, and the parties agree as follows:

Section 1 Term

This agreement begins on October 1, **2021** and ends on September 30, **2023**. It may be renewed by mutual orders or resolutions of the City Council and Commissioners Court for subsequent two-year terms beginning on October 1, 2023.

Section 2 Renewal/Cancellation

1. To initiate renewal of this agreement, early in the budget process during the months of April or May each year, City of Boerne representatives and Kendall County representatives shall meet and discuss the details of the interlocal agreement in order to develop a new contract. A verbal and mutual process and cost shall be developed for the new contract period.
2. The City of Boerne shall then renew by formal resolution of the City Council of the City of Boerne the agreement. A certified copy of said resolution shall then be forwarded to the County Judge of Kendall County on or before August 1, of the budget year preceding the renewal period for approval.
3. Either of the parties may cancel its participation in this agreement for cause by notifying the other party in writing at least 180 days prior to the effective date of the cancellation. All amounts due and owing to the City of Boerne pursuant to this agreement on the effective date of cancellation shall be paid by Kendall County within sixty (60) days of the receipt of any bill issued by the City of Boerne or the date of cancellation, whichever is later.

Section 3 Funding Requirements

1. Kendall County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

An order of the Commissioners Court of Kendall County which renews this Agreement shall be deemed to be a certification that the obligations incurred by renewal shall be payable out of current revenues and that Kendall County has or will set aside funds in an amount sufficient to satisfy any obligation created by this agreement.

2. It is agreed that any further capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the incident response area outside Boerne City limits will be the responsibility of Kendall County, unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Any future capital expenses associated with substations, other structures or apparatus deemed necessary for fire protection in the City of Boerne response area will be the responsibility of the City of Boerne, unless otherwise agreed to by Kendall County Commissioners Court and the City of Boerne. Such capital improvements shall become the property of the entity paying for them.

Section 4 Duties of the City of Boerne

1. The City of Boerne will provide firefighting services to a portion of Kendall County, as described in Exhibit A, twenty four (24) hours per day, three hundred sixty five (365) days per year. In the case of multiple emergencies, resources will be assigned as determined by the Fire Chief or designee.
2. The City of Boerne will provide for maintenance and operation of equipment and apparatus described in Exhibits B and C. The City of Boerne will also provide for housing of same equipment.

Section 5 Liability and Insurance

1. As provided in Texas Local Government Code Section 352.004, it is agreed and understood that the action by any person or persons while fighting fires or providing emergency services, traveling to or from fires or emergency calls, or in any manner furnishing fire protection services to the residents of Kendall County outside the corporate limits of the City of Boerne shall be considered as the actions of agents of Kendall County in all respects. Notwithstanding such person or persons that may be regular employees or firefighters of said City.
2. It is further agreed that the City of Boerne shall not be held liable for the actions of any of its employees while engaged in fighting fires or making emergency calls outside the corporate limits of said City.
3. The county shall indemnify and hold harmless the City from and against any and all losses, damages, injuries, claims, demands, costs and expenses

(including legal expenses) of every kind, arising out of or connected with the making of any call by City personnel outside the corporate limits of the City of Boerne.

4. The City of Boerne shall be responsible to provide Liability, Property and Worker's Compensation Coverage, to the extent necessary to perform the functions of the agreement, for fire personnel. Kendall County will continue to provide additional accidental death, disability, and medical policies.
5. The City of Boerne will provide insurance coverage on all vehicles listed in Exhibit "B" and Kendall County will provide insurance coverage on all vehicles listed in Exhibit "C".

Section 6 Payments

1. The County shall pay the City \$500,000 per each twelve (12) month term for the provision of fire protection services for the subject twenty-four (24) month term of this agreement. The cost of future years shall be shared by the City of Boerne and Kendall County on a basis as agreed to by both parties.
2. Payments shall be made quarterly in advance, no later than the 30th day of the first month of the quarter, with the first payment due October 31, 2021. Payments due under this Agreement shall be made to the City of Boerne, (c/o Director of Finance), P.O. Box 1677, Boerne, Texas 78006.

Section 7 Miscellaneous

1. Any and all notices which may be required under the terms of this Agreement shall be mailed to the parties at the addresses indicated below, or at such address as any party may furnish in writing to the other parties named herein.

Darrel L. Lux
Kendall County Judge
201 E. San Antonio
Boerne, TX 78006

Ben Thatcher
City Manager
P.O. Box 1677
Boerne, TX 78006

2. This Agreement constitutes the sole and only Agreement of the parties with respect to the matters covered by this Agreement. No other Agreement, statement or promise made by any party, or by any employee, officer, or agent of a party, which is not contained in this Agreement, shall be binding or valid.
3. No agreement, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
4. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Kendall County, Texas.
5. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other

provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**EXECUTED IN DUPLICATE ORIGINALS on this the _____ day of _____
2021.**

Darrel L. Lux
County Judge, Kendall County

Ben Thatcher
City Manager, City of Boerne

EXHIBIT "B"

CITY OF BOERNE RESPONSIBILITY

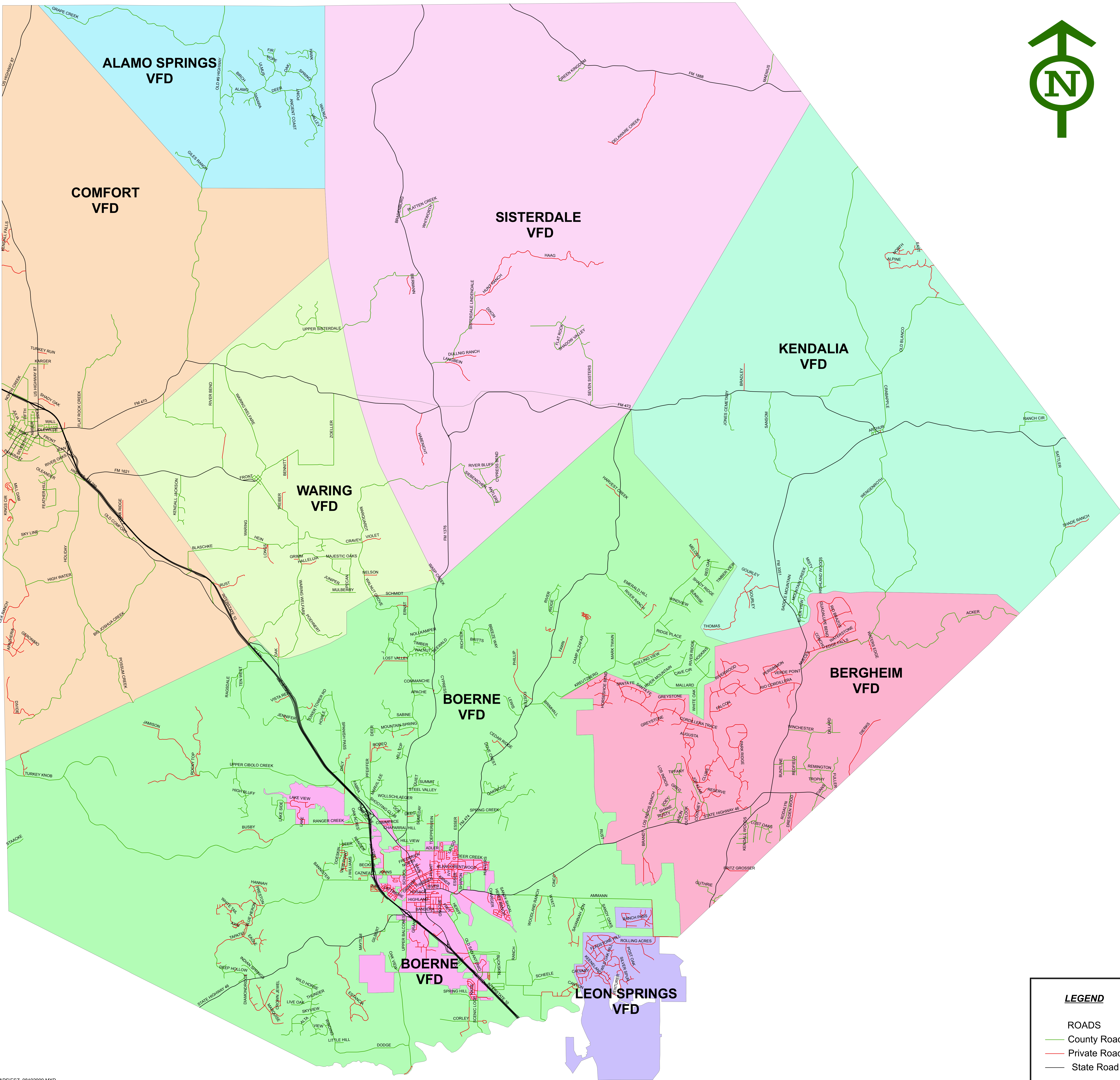
VIN #'s	FD ID	YEAR / MAKE	DESCRIPTION
1FTWW31P45EA85408	SUPPORT 41	2005 FORD F-250	4X4 F350 PICKUP
3GKGK26R9XG508519	COMMAND 41	1998 GMC	4X4 SUBURBAN
1GC1KVEGXFF635864	SQUAD 41	2015 CHEVROLET	4X4 CHEVY 2500
1000EE2066	ENGINE 44	1994 SPARTAN	1500 CAFS PUMPER
4EN3ABA8X21004760	LADDER 48	2002 E-1 QUINT	2000 GPM AERIAL
1HTWBAAL46J266694	BRUSH 41	2006 7300- INTERNATIONAL	4X4 BRUSH TRUCK
XMPDS787SO21	BOAT 41	2021 ZODIAC BOAT AND TRAILER	14' RESCUE BOAT
4P1CU01A3DA013356	ENGINE 40	2012 PIERCE	1500 CAFS PUMPER
1GC1KVEG2FF189435	A/C 41	2015 CHEVROLET	4X4 CHEVY 2500
XMPC855RE515	BOAT 42	2016 ZODIAC BOAT AND TRAILER	14' RESUCE BOAT

EXHIBIT "C"

KENDALL COUNTY RESPONSIBILITY

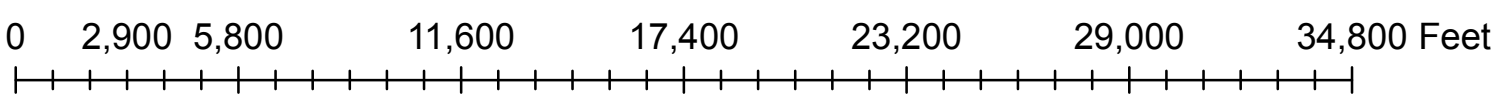
1GDJ6H1C01J500550	BRUSH 43	2000 GMC 6500	BRUSH TRUCK
1FV6JLCBXXHA06672	RESCUE 45	1998 FREIGHTLINER	RESCUE TRUCK
1FVHBGAS84DM79096	TENDER 46	2004 PIERCE	TENDER 1250 GPM PUMP
4P1CU018A57A007286	ENGINE 41	2007 PIERCE	1500 CAFS PUMPER
1FDAX57R79EA09582	BRUSH 42	2009 FORD 550	4X4 BRUSH TRUCK
1670041087094310	UTILITY 41	2012 POLARIS	6X6 UTV
1HTMKAZR4DH352706	TENDER 49	2013 INTERNATIONAL	TENDER 500 GPM PUMP
5NHUEH624EY068849		2014 CARGO TRAILER	UTV TRAILER
1FDOX5HT6HEE27703	BRUSH 44	2018 FORD 550	4X4 BRUSH TRUCK

KENDALL COUNTY FIRE DISTRICTS



LEGEND

- ROADS
- County Road
- Private Road
- State Road





AGENDA ITEM SUMMARY

District Impacted

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

Agenda Date	October 26, 2021
Requested Action	Approve Resolution No. 2021-R61; authorizing the City Manager to enter into and manage an Interlocal Agreement with Fair Oaks Ranch, Texas for animal control services.
Contact Person	Danny Zincke – Asst. City Manager
Background Information	<p>Each year since 2000, the City of Boerne has signed an interlocal agreement with the City of Fair Oaks Ranch. This agreement provides for Animal Control Services, specifically pertaining to the housing of strays and pets picked up by the City of Fair Oaks Ranch inside their city limits.</p> <p>The City of Boerne provides housing and care for these animals during the designated holding period. Once the required holding period has passed, the City of Fair Oaks Ranch releases any unclaimed animals to the City of Boerne for final disposition.</p> <p>For these services the City of Fair Oaks Ranch pays a minimum of 10% of the annual “operational costs” as long as the % of animals brought in by the City of Fair Oaks is 10% or less of the total animals brought into the shelter. Should they bring in more than 10% then the fee matches the percentage of animals brought into the shelter. They must also pay an additional fee per animal that is not claimed by an owner and that has to be release to the City of Boerne for disposition.</p> <p>For this agreement “operational costs” are calculated on 1.5 employees (salaries and benefits), utilities, food, cleaning supplies, and facility maintenance. For the current term the “operational cost” was \$143,130.20 resulting in an annual minimum fee of \$14,313.02.</p> <p>This year the City of Fair Oaks requested a few minor changes to the agreement. In Sec. III par 2 – they requested to add “The owner must present to an employee of the FACILITY a signed FOR Return To Owner Form, a photo ID, and a printed receipt showing payment of fees to FOR in order to pick up their animal.” In par 4 – they requested to add “BOERNE</p>

	<p>will attempt to notify FOR to obtain authorization prior to taking the animal to the vet, however, if an agent of FOR cannot be reached, the FACILITY Supervisor will have the final say.” In Sec. V par 2 they requested to change sixty (60) days notice to ninety (90) days notice.</p> <p>Once the changes were made and approved by the City of Boerne’s Legal Team, the document was approved and signed by the City of Fair Oaks.</p>
Item Justification	<div> <div> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan Recommendation </div> <div> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input checked="" type="checkbox"/> Other: <u>Inter-agency cooperation.</u> </div> </div>
Financial Considerations	<p>Since the agreement adjusts the fee the City of Fair Oaks pays the City of Boerne based on usage there is little to no financial impact to the budget.</p>
Citizen Input/Board Review	<p>N/A</p>
Legal Review	<p>City Attorney Quirk has worked with staff to draft/review the agreement.</p>
Alternative Options	<ul style="list-style-type: none"> • Deny the agreement and inform the City of Fair Oaks Ranch to procure other means to house their animals. • Authorize staff to negotiate a different agreement with the City of Fair Oaks Ranch for Animal Control Services.
Supporting Documents	<ul style="list-style-type: none"> • Copy of the proposed agreement with the City of Fair Oaks Ranch for Animal Control Services.

RESOLUTION NO. 2021-R61

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
MANAGE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOERNE
AND FAIR OAKS RANCH FOR ANIMAL CONTROL SERVICES**

WHEREAS, the City of Boerne operates an Animal Control Facility for the purpose of providing a safe humane shelter for unwanted, stray, abused, and impounded animals in accordance with state and city regulations; and

WHEREAS, the City of Fair Oaks Ranch currently has a need for a facility and is not equipped to render such shelter services; and

WHEREAS, both the City of Boerne and City of Fair Oaks Ranch find it mutually desirable to enter into this agreement; and

WHEREAS, the City of Boerne finds it in the best interest of the citizens to enter into and manage an interlocal agreement for animal control services;

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

that the City Council hereby authorizes the City Manager to enter into and manage an interlocal agreement with Fair Oaks Ranch for animal control services for a term beginning October 1, 2021 and ending on September 30, 2022.

PASSED and APPROVED on this the ____ day of October, 2021.

APPROVED:

Mayor

ATTEST:

City Secretary

LETTER OF AGREEMENT

This Interlocal Agreement ("the Agreement") is entered into by the City of Boerne, Texas and Fair Oaks Ranch, Texas for the use of the City of Boerne Animal Control Facility.

I. RECITALS

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, the City of Boerne ("BOERNE") is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement; and

WHEREAS, the City of Fair Oaks Ranch ("FOR") is a Home-Rule Municipal Corporation organized under the laws of the State of Texas and is authorized to enter into this Agreement; and

WHEREAS, BOERNE and FOR represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, BOERNE operates an Animal Control Facility located at 330 South Esser Road, Boerne, Texas 78006 (the "FACILITY") for the purpose of providing a safe humane shelter for unwanted, stray, abused, and impounded animals in accordance with state and city regulations in a cost-efficient and effective manner and, thereby, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, FOR currently has a need for a FACILITY and is not equipped to render such shelter services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both BOERNE and FOR find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. BOERNE OBLIGATIONS

The services to be provided by BOERNE to FOR are as follows:

1. Maintain, repair, control, regulate, administer and operate the FACILITY as a complete animal shelter for the use and benefit of the Parties to this Agreement.
2. Retain in custody, on a temporary basis, animals taken into possession by the Parties to this Agreement. As used herein, the term "animals" shall mean dogs and cats. Should FOR need to impound an animal other than a dog or cat, FOR will contact BOERNE to see if the FACILITY is able to house the type of animal being brought in and verify that the FACILITY has the type of food needed for the animal. If BOERNE does not have food, or housing, for the animal, FOR will be responsible for either bringing the correct food and/or housing, or will be invoiced by BOERNE for the purchase of specialized food and/or housing. An invoice will be provided with the Monthly Report.
3. Contract for and purchase all reasonably necessary supplies, equipment, materials and services deemed reasonably necessary to operate the Facility.
4. Emergency animal pickup by Boerne Animal Control personnel, when all authorized FOR Animal Control and Law Enforcement personnel is unavailable, must be authorized by the City Manager, or his designee. FOR agrees to pay the fees for this service as outlined in Section IV.2 The FACILITY is not required to accept impoundment of any animal from a FOR resident.
5. On the first day of each month, the Boerne Animal Control Department will compile a report of all FOR animals impounded at the FACILITY during the preceding month, and shall provide the report to FOR no later than the 10th day of each month.

III. FOR Obligations

1. FOR agrees and understands that the only person(s) authorized to bring an animal impounded from FOR to the FACILITY shall be a FOR Law Enforcement Officer or a FOR Animal Control Officer. In no event will the FACILITY accept any animal for impoundment from a FOR resident.
2. FOR agrees and understands that no animal impounded from FOR shall be released from the FACILITY to the owner of the animal without direction from FOR. The owner must present to an employee of the FACILITY a signed FOR Return To Owner Form, a photo ID, and a printed receipt showing payment of fees to FOR in order to pick up their animal.

3. If a FOR animal is in need of reasonable medical attention, FOR agrees and understands that such FOR animal must be taken to a veterinary hospital by a FOR agent prior to bringing the FOR animal to the FACILITY. BOERNE is under no obligation to impound an animal that it deems in need of medical attention, such determination is in the sole discretion of the Boerne Animal Control Officer[s].
4. Should any FOR animal need medical attention while impounded at the FACILITY, such cost for veterinary treatment shall be borne solely by FOR. BOERNE will attempt to notify FOR to obtain authorization prior to taking the animal to the vet, however, if an agent of FOR can not be reached, the FACILITY Supervisor will have the final say.
5. If a FOR animal is declared a ward of the Court due to abuse or neglect, the FOR animal must first be taken to a veterinary hospital for a complete medical examination prior to impoundment at the FACILITY. Written instruction from the vet on how to care for the animal, along with all necessary supplies and medication, shall be hand delivered to the FACILITY personnel at the time the animal is brought to the FACILITY.
6. FOR will create standards for the procedures desired to be implemented by BOERNE concerning the length of time any FOR animal is impounded at the FACILITY. In the event FOR does not provide standards to BOERNE, BOERNE may utilize its local procedures. Such FOR created standards will include the length of time the FOR animal will be impounded before being available for adoption or humanely euthanized. After the holding period prescribed by the FOR standards, FOR shall surrender the animal to BOERNE for a surrender fee of \$15.00. FOR is responsible to forward an Animal Surrender Notice to BOERNE at the end of the prescribed holding period. If FOR has not furnished BOERNE an Animal Surrender Notice by Noon on the day following the end of the prescribed holding period, BOERNE will assess a boarding fee of \$10.00 for each day FOR is delinquent in forwarding the Animal Surrender Notice to BOERNE. Should the end of the holding period fall on a Saturday or Sunday, the Animal Surrender Notice will be due by Noon on the following Monday.
7. **Stray/Running at Large Animals.** Stray animals, or animals found running at large, which are impounded by FOR shall first be scanned for a microchip by a FOR Law Enforcement Officer or FOR Animal Control Officer and every attempt made to locate the owner prior to bringing the animal to the FACILITY. Notes regarding actions taken to locate the owner shall be left at the FACILITY with the animal. Failure to attempt to locate an owner prior to bringing the animal to the FACILITY will result in an additional fee of \$10.00 per animal. If BOERNE has to scan and attempt to locate an owner, the fee will be \$35.00 per animal.

8. **Owner-Surrendered Animals.** Should FOR accept an Owner-Surrendered Animal for re-adoption, FOR will pay \$15.00 to BOERNE per animal surrendered. BOERNE reserves the right to reject any Owner-Surrendered Animal that displays aggression or is sick, injured, or elderly to the point that adoption is not an option. BOERNE will not accept any Owner-Surrendered Animal for euthanasia. Owner-Surrendered Animals should be taken by the owner to their veterinarian for euthanasia purposes. Should FOR choose to accept an Owner-Surrendered Animal for euthanasia purposes, FOR should contract with a veterinarian to perform this service.
9. **Animals Impounded by Arrest.** Should an animal be taken to the FACILITY because a FOR Law Enforcement Officer arrested a subject who had their animal with them at the time of the arrest, a "Domestic Animal Intake Information For Arrested Subjects" form should be completed and the original left on the corkboard in the cat room. (See Attachment)
10. **Quarantine.** In the event that any FOR animal impounded at the FACILITY is involved in a biting or scratching incident requiring the quarantine of the FOR animal, the FOR animal must be removed from the FACILITY by FOR within twenty-four hours from the expiration of the quarantine period.
11. **Rabies Testing.** Should FOR require BOERNE to prepare a specimen for submission to the Rabies Lab, a fee of \$50.00 will be charged for the procedure. Should FOR request BOERNE to deliver the specimen to the Rabies Lab, an additional fee of \$110.00 will be charged. (This fee includes the \$40.00 testing fee charged by SA Metro Health and the travel time to and from the lab, which averages 2 hours). Fees will be included on the monthly invoice.

IV. CONSIDERATION

1. The operational costs of the Boerne Facility shall be shared by BOERNE and FOR on a percentage basis, with FOR minimum percentage at 10%. This actual percentage shall be determined at the end of April each year, based on the number of animals impounded at the FACILITY from each Party during the previous twelve (12) month period. The operational costs are the total of 1.5 Boerne Facility employees' salary and benefits for the next fiscal year plus utilities, pet food, cleaning supplies, and building maintenance. Pursuant to this calculation, the amount due from FOR to BOERNE is 10% of the operational costs of \$143,130.20 equaling \$14,313.02, or a monthly sum of \$1,192.75 over the period of this Agreement. Payment of FOR's proportionate share is due on the 15th day of each month if FOR elects to pay monthly. Should FOR elect to make one payment, such payment is due on the 15th day of the month following execution of this Agreement.

2. In the event that an emergency animal pickup is made between 8:00 AM and 5:00 PM Monday – Friday by BOERNE personnel for a FOR animal per Section II.4. above, FOR shall pay a fee to BOERNE of \$40.00 per hour, or any portion thereof. For emergency animal pickup after 5:00 PM Monday - Friday, on BOERNE holidays, or on weekends, FOR shall pay \$60.00 per hour or any portion thereof. BOERNE will provide FOR with an invoice listing all animals picked-up by BOERNE personnel and impounded pursuant to this Section plus any associated fees therewith (including, but not limited to, any necessary medical treatment prior to and during impoundment per Section III.3). Payment of this additional invoice is due on or before the 15th day of the month following receipt of the invoice.
3. BOERNE will provide FOR with an invoice listing all animals in need of medical attention while impounded at the FACILITY per Section III.4. Such invoice will list the necessary treatment received and the fees associated therewith. Payment of this additional invoice is due on or before the 15th day of the month following receipt of the invoice.
4. BOERNE will provide FOR with an invoice listing all animals exceeding their length of time at the FACILITY per FOR established standards per Section III.6. Upon receipt of such invoice, FOR will immediately forward an Animal Surrender Notice to BOERNE via facsimile or electronic mail. The original Animal Surrender Notice will be provided to BOERNE with the accompanying fee on or before the 15th day of the month following receipt of the invoice.

V. TERM AND TERMINATION

1. This Agreement shall be effective as of October 1, 2021, and shall continue in force and effect for a period of twelve months, and shall terminate September 30, 2022. The Agreement shall be reviewed by the Boerne City Council prior to each fiscal year.
2. Any party may terminate the Agreement by giving written notice; said termination to take effect within ninety (90) days after the notice is given.

Vi. GENERAL PROVISIONS

1. **Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

2. Independent Contractor. BOERNE shall be solely responsible for the FACILITY. BOERNE shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the maintenance and care of the FACILITY. The City shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of the Boerne Animal Control Service employees.
3. Severability Clause. The Parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
4. Public Information Act. Each Party agrees that it is a governmental body for purposes of the Public Information Act codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.
5. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
6. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
7. This Agreement shall be interpreted in accordance with the laws of the State of Texas and in Kendall County, Texas.
8. This Agreement represents the entire agreement of the Parties and supersedes any verbal or written representations of, to or by the parties to each other.
9. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

10. Notices to either Party shall be sufficient if sent in writing, postage pre-paid, registered or certified mail to the following:

BOERNE

Ben Thatcher
City Manager
P.O. Box 1677
Boerne, TX 78006-1677
bthatcher@boerne-tx.gov
Fax: 830-249-9264

FOR

Tobin E. Maples, AICP
City Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
tmaples@fairoaksranchtx.org
Fax: 210-698-3565

Agreed to this the ____ day of _____, 2021.

Approved:
City of Boerne, Texas

Attest:


City Secretary

Approved:
City of Fair Oaks Ranch, Texas

Attest:



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 type="checkbox"/> 5 = Macaluso <input checked="" type="checkbox"/> All </div>												
Agenda Date	October 26, 2021												
Requested Action	Approve Resolution No. 2021-R62; designating signatories for the Depository Financial Institution for the funds of the City of Boerne.												
Contact Person	Sandy Mattick Finance Director												
Background Information	<p>Frost Bank is the City's depository financial institution. With the recent change in personnel, the City needs to designate authorize signers on the accounts with Frost Bank. Two signatures are required on all checks.</p> <p>The following people will be authorized to sign on all accounts with Frost Bank:</p> <p>Ben Thatcher, City Manager Kristy Stark, Assistant City Manager Danny Zincke, Assistant City Manager Sarah Buckelew, Finance Director Sandra Mattick, Finance Director</p>												
Item Justification	<table border="0" style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> Legal/Regulatory Obligation</td> <td><input type="checkbox"/> Infrastructure Investment</td> </tr> <tr> <td><input type="checkbox"/> Reduce Costs</td> <td><input type="checkbox"/> Customer Pull</td> </tr> <tr> <td><input type="checkbox"/> Increase Revenue</td> <td><input type="checkbox"/> Service Enhancement</td> </tr> <tr> <td><input type="checkbox"/> Mitigate Risk</td> <td><input type="checkbox"/> Process Efficiency</td> </tr> <tr> <td><input type="checkbox"/> Master Plan</td> <td><input type="checkbox"/> Other: _____</td> </tr> <tr> <td colspan="2">Recommendation _____</td> </tr> </table>	<input checked="" type="checkbox"/> Legal/Regulatory Obligation	<input type="checkbox"/> Infrastructure Investment	<input type="checkbox"/> Reduce Costs	<input type="checkbox"/> Customer Pull	<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement	<input type="checkbox"/> Mitigate Risk	<input type="checkbox"/> Process Efficiency	<input type="checkbox"/> Master Plan	<input type="checkbox"/> Other: _____	Recommendation _____	
<input checked="" type="checkbox"/> Legal/Regulatory Obligation	<input type="checkbox"/> Infrastructure Investment												
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<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement												
<input type="checkbox"/> Mitigate Risk	<input type="checkbox"/> Process Efficiency												
<input type="checkbox"/> Master Plan	<input type="checkbox"/> Other: _____												
Recommendation _____													
Financial Considerations	N/A												
Citizen Input/Board Review	N/A												

Legal Review	N/A
Alternative Options	N/A
Supporting Documents	N/A

RESOLUTION NO. 2021-R62

**A RESOLUTION DESIGNATING SIGNATORIES FOR THE DEPOSITORY
FINANCIAL INSTITUTION FOR THE FUNDS OF THE CITY OF BOERNE,
TEXAS**

WHEREAS, the City of Boerne has a depository agreement with the **FROST NATIONAL BANK, BOERNE (026), 1300 SOUTH MAIN, BOERNE, TEXAS 78006**, as the depository for the **CITY OF BOERNE, PO BOX 1677, BOERNE, TEXAS 78006, ACCOUNTS** listed as follows:

City of Boerne – Operating Fund
City of Boerne – Payroll Fund
City of Boerne – Cemetery Endowment Fund
City of Boerne – Capital Recovery Fund
City of Boerne – Debt Service Fund
City of Boerne – Utility Debt Service Fund
City of Boerne – Municipal Court Bond Fund
City of Boerne – Police Department Seized Fund Federal
City of Boerne – Police Department Seized Funds Pending

WHEREAS, the Financial Institution named above at one or more of its offices or branches, be and it hereby is designated as a depository for the funds of the City of Boerne, which may be withdrawn on checks, drafts, advices of debt, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of the City (“Agents”), whose actual signatures are shown below (Note: the addition of Jeff Thompson):

Ben Thatcher, City Manager
City of Boerne

Kristy Stark, Assistant City Manager
City of Boerne

Danny Zincke, Assistant City Manager
City of Boerne

Sarah Buckelew, Finance Director
City of Boerne

Sandra Mattick, Finance Director
City of Boerne

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same; and

WHEREAS, the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the City's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or deposition of such item or the proceeds of the item; and

WHEREAS, any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by the City of Boerne for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution; and

WHEREAS, the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this resolution; and

WHEREAS, the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

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

That the persons named above are designated as Agents for the City of Boerne, Texas, and are authorized to sign any and all necessary documents in regards to the above accounts.


PASSED, APPROVED, and ADOPTED, this the ____ day of October, 2021.

APPROVED:

ATTEST:

Mayor

City Secretary

	<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 <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 </p> </div>
Agenda Date	October 26, 2021
Requested Action	<p>CONSIDER THE PROPOSED REZONING OF 1.0672 ACRES LOCATED AT 128 ARANSAS PASS (SUNRISE ADDITION BLK 6 LOT 15, 19, 20 & PT 21, KAD 26712) FROM R2-M RR, MODERATE DENSITY RESIDENTIAL RIVER ROAD OVERLAY, TO C2 RR, TRANSITIONAL COMMERCIAL RIVER ROAD OVERLAY. <i>(Robert S. Thornton L.P.)</i></p> <ol style="list-style-type: none"> RECEIVE THE REPORT FROM THE PLANNING AND ZONING COMMISSION. PUBLIC HEARING <i>(one of one hearing)</i> CONSIDER ON FIRST READING ORDINANCE NO. 2021-34; AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, REZONING 1.0672 ACRES LOCATED AT 128 ARANSAS PASS, SUNRISE ADDITION, BLK 6 LOT 15, 19, 20 AND PT 21 (KAD NO. 26712) FROM R2-M RR, MODERATE DENSITY RESIDENTIAL RIVER ROAD OVERLAY, TO C2 RR, TRANSITIONAL COMMERCIAL RIVER ROAD OVERLAY; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.
Contact Person	Laura Haning, Planning and Community Development Director
Background Information	<p>Travis Roberson and Robert Thornton, the owners of the property under consideration, are requesting a rezoning for property located at 128 Aransas Pass, from the current R2-M, Moderate Density Residential, to C2, Transitional Commercial. The property is located in the River Road Overlay District.</p> <p>The Planning and Zoning Commission recommended approval of the rezoning by a vote of 6-0.</p>

	<p>The current zoning of Moderate-Density Residential District (R2-M) is applicable when a compact, walkable neighborhood in close proximity to activity and nearby commercial areas is intended. Smaller lots and a variety of housing types can be accommodated in the R2-M district.</p> <p>The proposed rezoning of Transitional Commercial (C2) should be located as a transition between lower and higher intensity commercial developments that are between neighborhoods and more intense commercial. Transitional Commercial properties should be designed with a pedestrian-oriented perspective.</p> <p>When the rezonings for this area were being considered with the UDC, all of the commercial properties directly fronting River Road were rezoned C2 due to their proximity to the TxDOT arterial. C2 properties can still serve as a buffer to residential, even though the C2 uses are less restrictive than a C1.</p> <p>While the UDC implemented several new overlay districts, the River Road Overlay District originated from a previous zoning category of RR. The purpose of the overlay is to protect the enjoyment of the Cibolo Creek while encouraging an active mixed-use with retail, dining, and entertainment uses. The River Road Overlay District offers a range of uses but is somewhat constrained in design requirements that encourages small commercial development.</p> <p>The Master Plan recommends the area be developed as a Neighborhood Commercial, with primarily nonresidential uses on an appropriate scale and design to be located close to residential land uses. Uses as a boutique hotel, offices, retail, services, and restaurants are compatible with the category intent.</p> <p>The concept plan provided is simply a draft plan. It includes several small short-term rentals or office lease spaces abutting the residential duplex on the north side, the existing small rock home is proposed to be office space, and they've left an area along River Road potentially for a restaurant. They plan for all access to take place on Aransas Pass and do not anticipate needing driveway access to River Road. If they were to request a driveway, TxDOT would ultimately make the final determination regarding access points along River Road, but it's highly unlikely they would get approval due to separation requirements.</p> <p>City staff held a BOND (Boerne Open Neighborhood Discussion) meeting on August 26, 2021. The meeting was online, and other than staff and the applicants, four community members attended. The applicants explained their proposed concept for the site and heard from the neighbors regarding questions and concerns. The majority of the</p>
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	<p>neighbors were in support of the project, but there were questions regarding noise and traffic. Staff has provided a report from the BOND meeting as part of this submittal.</p> <p>The recording of the meeting can be found at this link: https://www.youtube.com/watch?v=mH1yQnJ2GMk</p>
Item Justification	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Drive Down Risk <input checked="" type="checkbox"/> Master Plan Recommendation </div> <div> <input type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Customer Demand <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____ </div> </div>
Financial Considerations	
Citizen Input/Board Review	BOND meeting 8/26/2021
Legal Review	
Alternative Options	
Supporting Documents	Attached are maps and plat.

ORDINANCE NO. 2021-34

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, REZONING 1.0672 ACRES LOCATED AT 128 ARANSAS PASS, (SUNRISE ADDITION BLK 6, LOTS 15, 19, 20, AND PART OF 21, KAD NO. 26872) FROM R2-M RR, MODERATE DENSITY RESIDENTIAL RIVER ROAD OVERLAY, TO C2 RR, TRANSITIONAL COMMERCIAL RIVER ROAD OVERLAY; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, under the authority of Chapter 211 of the Texas Local Government Code, the City of Boerne adopts regulations and establishes zoning to control the use of land within the corporate limits of the City; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council of the City of Boerne has complied with all requirements of notice of public hearing and such hearing was held on October 26, 2021, at which time interested parties and citizens were given an opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission has submitted a recommendation to the City Council regarding this amendment to the Official Zoning Map of the City of Boerne; and

WHEREAS, the City Council finds it in the best interest of the citizens to amend the Zoning Map by rezoning 1.0672 acres located at 128 Aransas Pass, (Sunrise Addition Blk 6, lots 15, 19, 20, and part of 21, KAD No. 26872) from R2-M RR, Moderate Density Residential River Road Overlay, to C2 RR, Transitional Commercial River Road Overlay.

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

Section 1.

The foregoing recitals are hereby made a part for all purposes as findings of fact.

Section 2.

That Chapter 3. Zoning, Section 3.2, Zoning Map, of the City of Boerne Unified Development Code is hereby amended by rezoning 1.0672 acres located at 128 Aransas Pass, (Sunrise Addition Blk 6, lots 15, 19, 20, and part of 21, KAD No. 26872) from R2-M RR, Moderate Density Residential River Road Overlay, to C2 RR, Transitional Commercial River Road Overlay.

Section 3.

That the Zoning Maps of the City of Boerne be amended to indicate the previously described change.



Section 4.

That all provisions of the Unified Development Code of the City of Boerne not herein amended or repealed shall remain in full force and effect.

Section 5.

That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 6.

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

Section 7.

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

PASSED AND APPROVED on this the first reading the ____ day of October, 2021.

PASSED, APPROVED AND ADOPTED on this the second reading the ____ day of November, 2021.

APPROVED:

ATTEST:

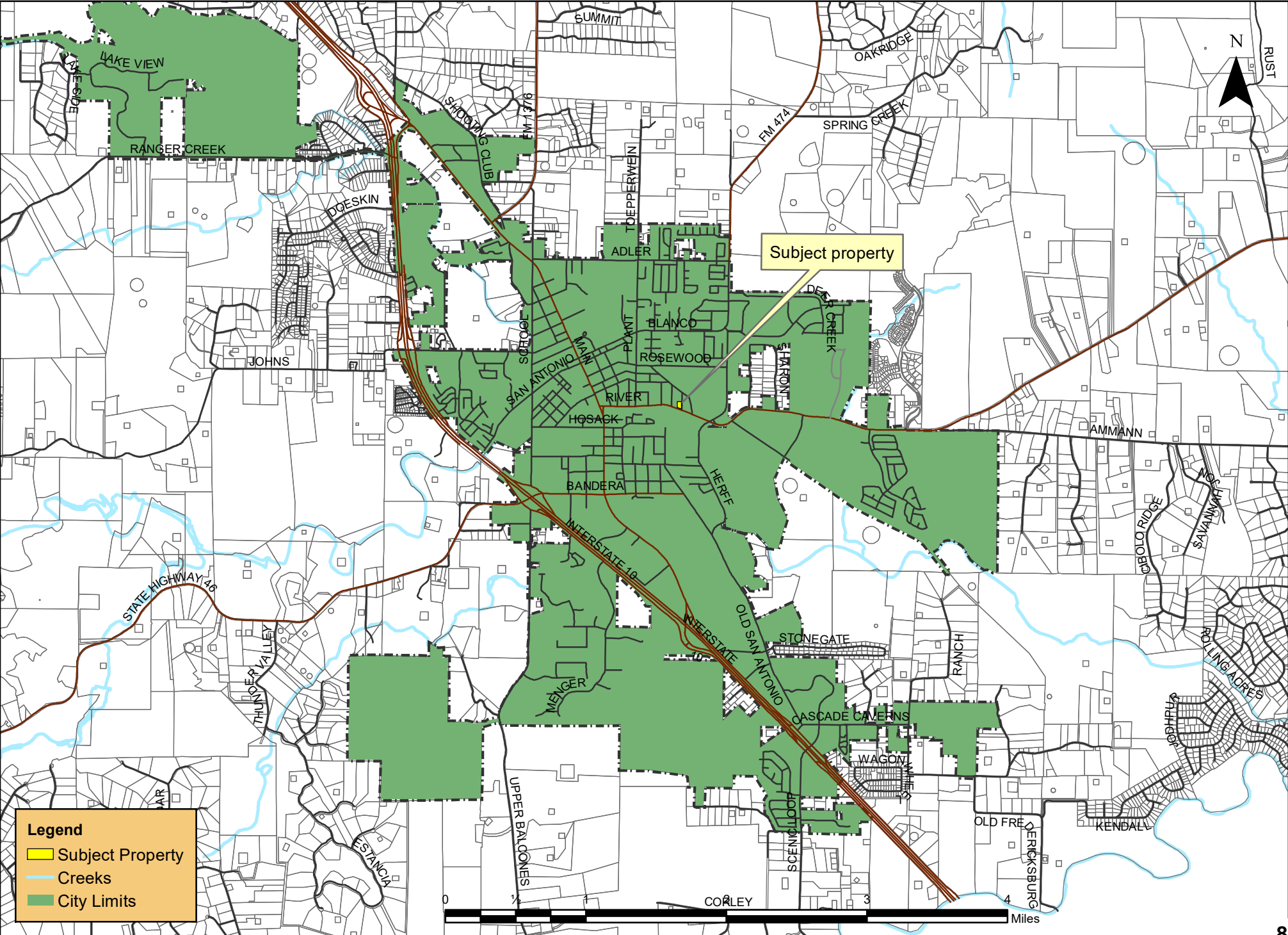
Mayor

City Secretary

APPROVED AS TO FORM:

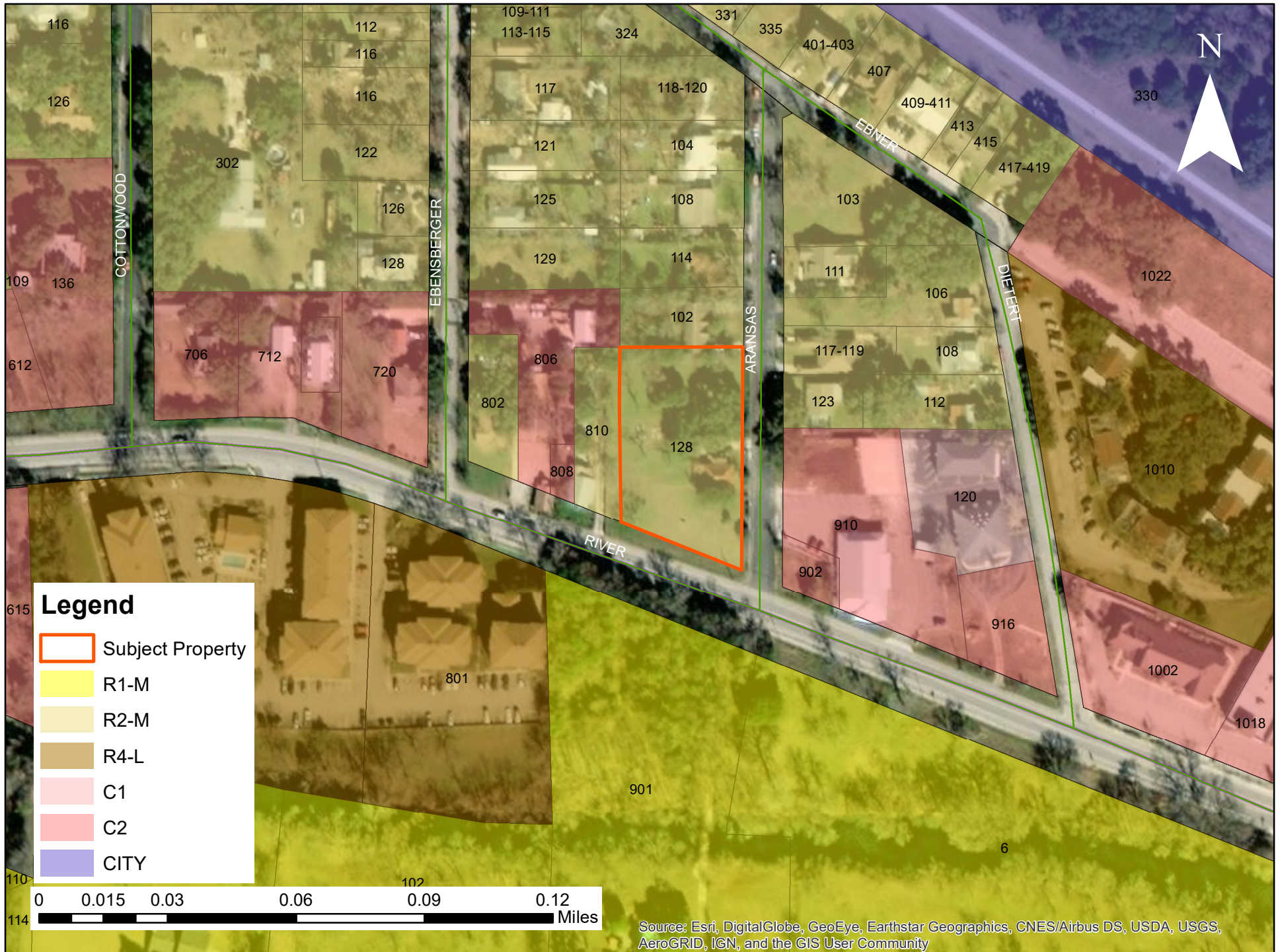
City Attorney

128 ARANSAS PASS (KAD 26712)



SUBJECT PROPERTY - CURRENT ZONING

128 Aransas Pass (KAD 26712)



SUBJECT PROPERTY - PROPOSED ZONING

128 Aransas Pass (KAD 26712)

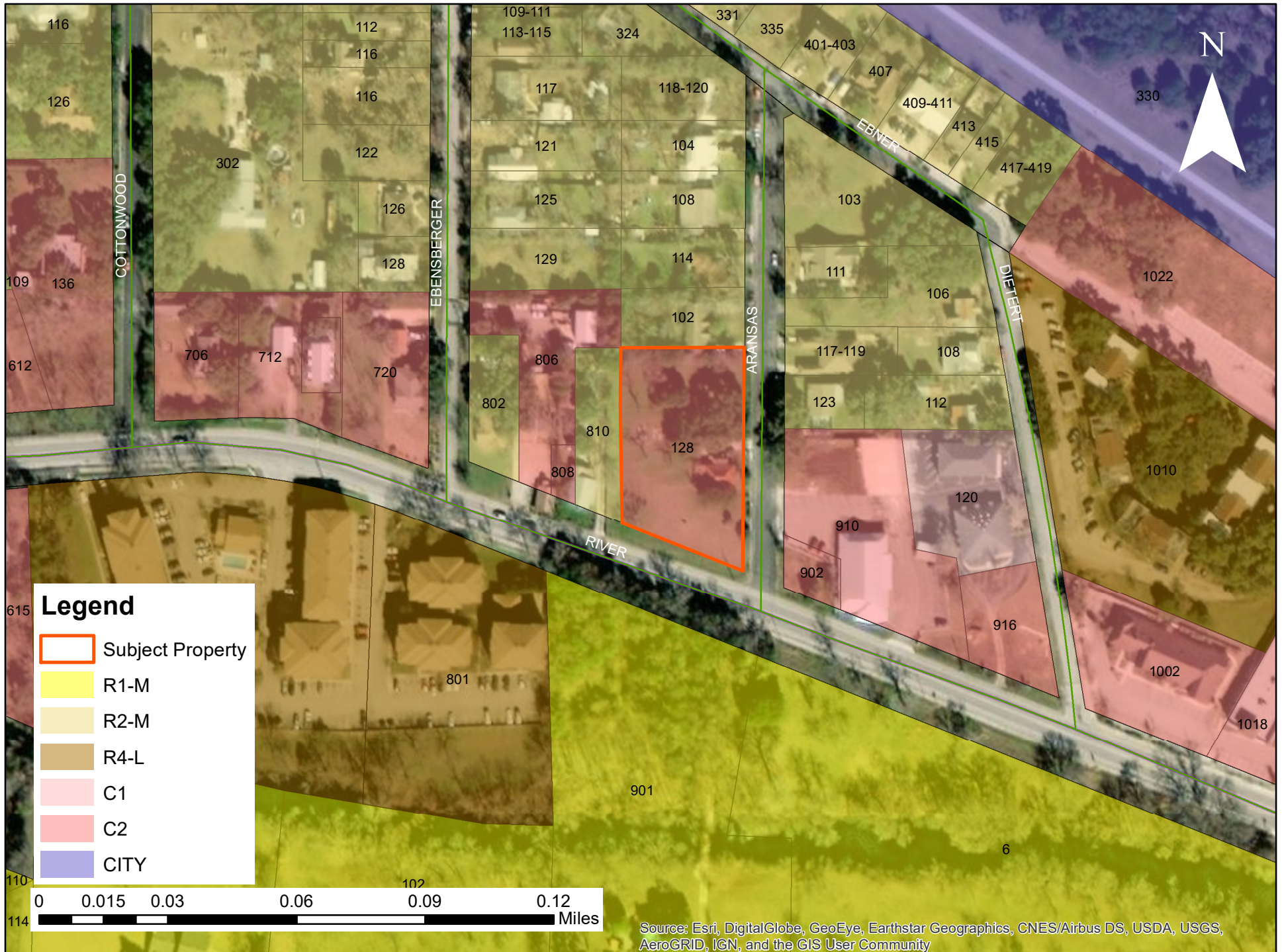


TABLE OF USES - RESIDENTIAL

P = Allowed Uses

S = Requires a Special Use Permit

T = Temporary uses (may require a permit from Code Enforcement)

Blank means the Use is not allowed

Some uses MAY be restricted or allowed by an Overlay District

Uses by Use Group	R2-M	
Residential Use Group		
<i>Assisted living facility</i>	P	
<i>Bungalow courts</i>	S	
<i>Community home</i>	P	
<i>Cottage house community</i>	S	
<i>Garden home</i>	S	
<i>Halfway house</i>	P	
<i>Single-family dwelling (attached)</i>	S	
<i>Single-family dwelling (detached)</i>	P	
Civic Use Group R2-M		
<i>Assembly</i>	S	
<i>Government facility</i>	S	
<i>Library</i>	P	
<i>Park or open space (private)</i>	P	
<i>Park or open space (public)</i>	P	
<i>Public recreational facility</i>	P	
<i>Public safety facility</i>	P	
<i>School</i>	P	
Service Use Group R2-M		
<i>Short-term rental</i>	S	
Agriculture and Natural Resource Use Group R2-M		
<i>Community garden</i>	S	
<i>Urban farm, small (less than one acre)</i>	S	
Accessory Use Group (a use that is incidental to a primary use) R2-M		
<i>Accessory building, not dwelling</i>	S	
<i>Accessory dwelling - attached apartment</i>	S	
<i>Accessory dwelling - detached guest home</i>	S	
<i>Accessory dwelling - garage apartment</i>	S	
<i>Accessory garden</i>	P	
<i>Accessory childcare</i>	S	
<i>Accessory greenhouse</i>	P	
<i>Accessory home occupation</i>	P	
<i>Accessory urban livestock, poultry, beekeeping</i>	P	
Temporary Use Group R2-M		
<i>Garage and estate sales</i>	T	
<i>Model home as sales office</i>	T	
<i>On-site construction office</i>	T	

TABLE OF USES - NONRESIDENTIAL	
P = Allowed Uses	
S = Requires a Special Use Permit	
T = Temporary uses (may require a permit from Code Enforcement)	
Blank means the Use is not allowed	
Some uses MAY be restricted or allowed by an Overlay District	
Residential Use Group	C2
<i>Assisted living facility</i>	P
<i>Community home</i>	S
<i>Halfway house</i>	S
<i>Live-work unit</i>	P
<i>Mixed-use building</i>	S
<i>Multi-family (18 units p/ac or less)</i>	S
<i>Nursing/residential care facility</i>	P
<i>Single-family dwelling (attached)</i>	S
<i>Single-family dwelling (detached)</i>	S
Civic Use Group	C2
<i>Assembly</i>	P
<i>Club/lodge</i>	S
<i>Government facility</i>	P
<i>Library</i>	P
<i>Museum</i>	P
<i>Park or open space (private)</i>	P
<i>Park or open space (public)</i>	P
<i>Public safety facility</i>	P
<i>School</i>	P
Employment Use Group	C2
<i>Office (1 story)</i>	P
<i>Office (2 stories)</i>	P
Retail Use Group	C2
<i>Automobile parts and parts sales</i>	S
<i>Bar/wine bar</i>	S
<i>Craft alcohol production</i>	S
<i>Convenience store</i>	P
<i>Gas station</i>	S
<i>Grocery store</i>	P
<i>Mobile food vendor park</i>	S
<i>Multi-tenant building</i>	P
<i>Restaurant</i>	P
<i>Retail sales</i>	P
<i>Thrift store (no outside storage/donation bin)</i>	S
Service Use Group	C2
<i>Animal boarding (indoor)</i>	P
<i>Automobile service (no outside storage)</i>	S
<i>Bank/financial institutions</i>	P
<i>Barber/beauty shop</i>	P
<i>Commercial mail facility</i>	P
<i>Commercial recreation (indoor)</i>	S
<i>Day care/adult</i>	S
<i>Day care (more than 6 children, not home occupation)</i>	S
<i>Funeral home/mortuary</i>	S
<i>Gym/sports training facility (10,000 sf or less)</i>	P
<i>Hotel - boutique (30 rooms or less)</i>	S
<i>Laboratory</i>	S
<i>Laundry (self service)</i>	S
<i>Medical - freestanding emergency room</i>	S
<i>Medical - laboratory/diagnostic services</i>	P
<i>Medical - offices/outpatient</i>	P
<i>Medical - pharmacy</i>	P
<i>Medical - surgical center</i>	S

<i>Medical - urgent care</i>	P
<i>Mixed-use lot</i>	S
<i>Movie theater</i>	S
<i>Parking lot/garage</i>	S
<i>Short-term rental</i>	S
<i>Spa</i>	P
<i>Veterinary clinic (indoor boarding)</i>	P
<i>Veterinary clinic (no boarding)</i>	P
Industrial and Utility Use Group	C2
<i>Artisan craft production</i>	S
<i>Commercial communication system</i>	S
<i>Contractor</i>	S
<i>Industrial arts studio</i>	S
Agriculture and Natural Resource Use Group	C2
<i>Community garden</i>	S
<i>Farmer's market</i>	S
<i>Plant nursery</i>	P
<i>Produce stand</i>	S
<i>Urban farm, large (one acre or more)</i>	S
<i>Urban farm, small (less than one acre)</i>	S
SOB Use Group	C2
Accessory Use Group (a use that is incidental to a primary use)	C2
<i>Accessory bank kiosks</i>	P
<i>Accessory car wash</i>	S
<i>Accessory childcare</i>	P
<i>Accessory convenience store</i>	P
<i>Accessory display/sales area (outdoor)</i>	S
<i>Accessory donation bin (outdoor)</i>	S
<i>Accessory drive-thru facility</i>	S
<i>Accessory garden</i>	P
<i>Accessory parking lot/garage</i>	S
<i>Accessory processing</i>	S
<i>Accessory school</i>	S
Temporary Use Group	C2
<i>Assembly</i>	T
<i>Mobile food vendors</i>	T
<i>On-site construction offices</i>	T
<i>Outdoor donation bin</i>	T
<i>Assembly</i>	T

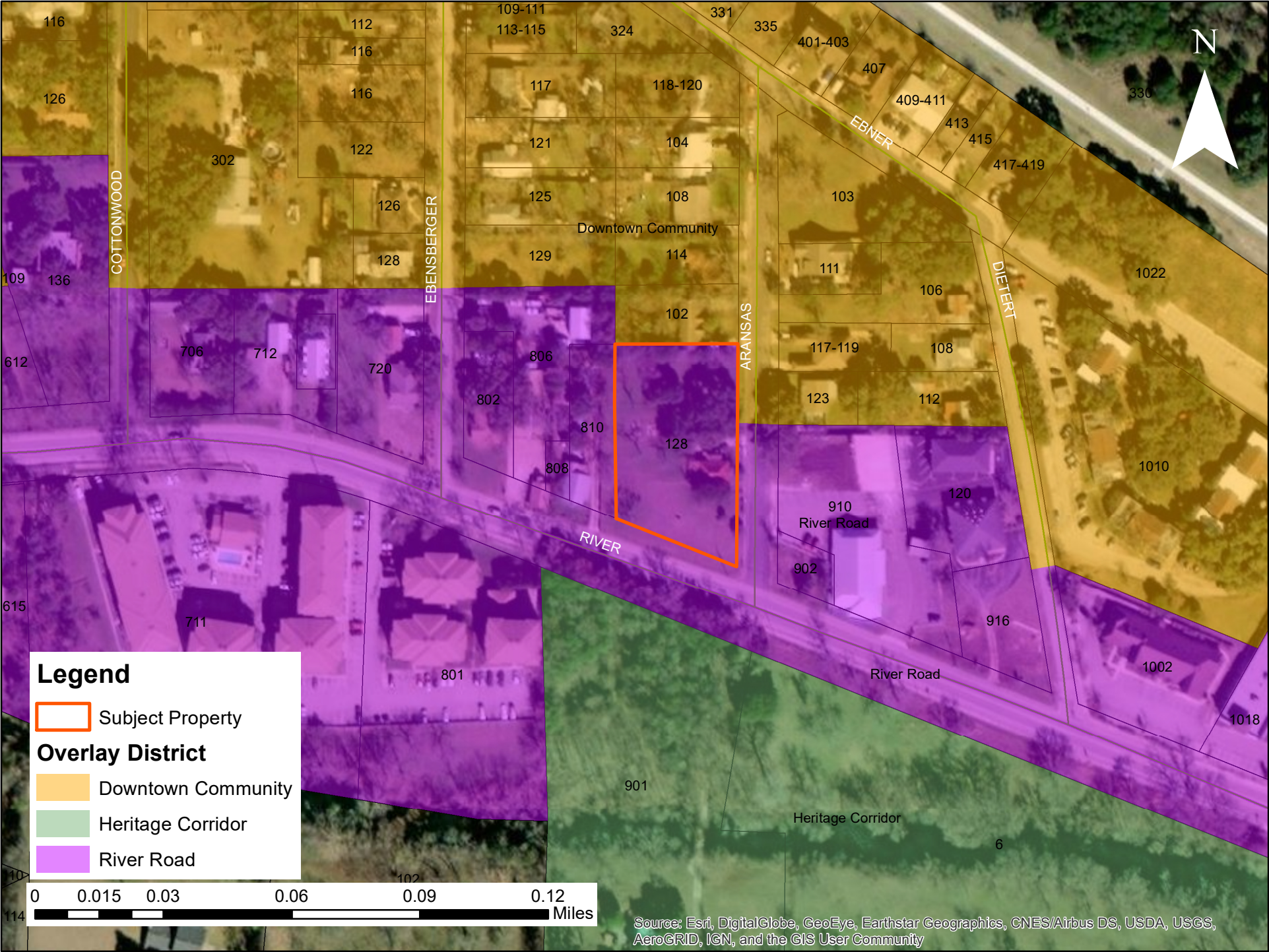
River Road



4c: $1'' = 20' 0''$ ruf 08/04/21

SUBJECT PROPERTY - OVERLAY DISTRICT

128 Aransas Pass (KAD 26712)



SUBJECT PROPERTY - FUTURE LAND USE

128 Aransas Pass (KAD 26712)





BOERNE OPEN NEIGHBORHOOD DISCUSSION

B.O.N.D. Meeting Report

8/26/2021 | *Robert S. Thornton*
210.861.7944

Proposed Site: 128 Aransas Pass

Meeting Location: Zoom

Total Attendance: 9

BOND meetings can be viewed in their entirety by visiting:
The [City of Boerne B.O.N.D. YouTube page](#) and selecting desired meeting.

In Attendance

Travis Roberson - Developer

Robert Thornton - Owner

Anonymous Resident

Jack Short

Travis Wagner

Ray Mackrell

City Staff Present

Laura Haning

Sara Serra-Bennett

Heather Wood

Meeting Summary

Travis Roberson, developer for this property, and Robert Thornton, property owner, presented a concept plan for the property being considered for rezoning. They emphasized that the submitted material is an initial draft, and uses and layout may change as the process progresses. The site plan currently shows four buildings on the north side of the lot that the applicant intends to use as short-term rentals or offices. The scale of the building would be in line with the existing house. The house that currently fronts Aransas Pass, would likely be maintained and renovated, and they would keep the access to the development near the same location. Staff

Service

Excellence

Integrity

Respect

Collaboration

clarified that rezoning constitute approval of the site plan and that the River Road overlay district does allow some uses and restricts others that are allowed in the base zoning category.

Some of the discussion was about the possibility that Short Term Rentals could be located at the River Road overlay district without further approval. One of the neighbors was concerned about this possibility as the vast majority of the properties facing Aransas Pass are already rental properties and that this type of use has been negatively impacting the surrounding properties.

The scale of the development was also discussed. The developer described the size of the buildings as small scale to match the surrounding neighborhood structures, consisting of high-end materials. The development will be required to provide appropriate parking, space for drainage and open space according to the current regulation.

Street parking, dumpster location and noise were also discussed. Staff explained that the parking requirements are based on use and square footage, and at this stage, it is not expected for the applicant to have this level of detail. Noise regulations are being reassessed at this time, and they should be updated in the next few months. The city also has regulations regarding the screening of dumpsters that will need to be addressed during the building permit.

Development Details


The applicant stated that this is the initial step in the process, and the site plan presented is a draft site plan and may change during the process. The submitted material shows the site being developed for short-term rental or offices, possibly a restaurant. It is very important to understand that a rezoning process does not approve site plans.

Questions and Concerns

- Would rather the property remain undeveloped
- An increase in short-term rentals in the area may negatively impact the neighborhood and increases the crime rate
- On-street parking is already saturated
- Potential impact of noise generated by possible uses
- Dumpsters for restaurants have a negative impact on neighbors

Notification(s)

- Mailouts
- Text Messages to geofenced area surrounding property
- BOND Webpage
- Events and Meetings Calendar

	<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 checked="" type="checkbox"/> 5 = Macaluso</p> <p><input type="checkbox"/> All</p> </div>
Agenda Date	October 26, 2021
Requested Action	<p>CONSIDER THE PROPOSED SPECIAL USE PERMIT FOR A DRIVE-THRU FACILITY LOCATED AT 1313 AND 1361 SOUTH MAIN STREET (WAL-MART SHOPPING CENTER BLK 1 LOT 1 AND LOT 2C (REPLAT), KAD 27528 AND KAD 27529, 7.708 ACRES) IN A C3-EC, COMMUNITY COMMERCIAL – ENTRANCE CORRIDOR DISTRICT. <i>(Michael K. Garrott, Hill Country Square between Jiffy Lube and Eyes on Main)</i></p> <ul style="list-style-type: none"> I. RECEIVE THE REPORT FROM THE PLANNING AND ZONING COMMISSION. II. PUBLIC HEARING <i>(one of one hearing)</i> <ul style="list-style-type: none"> I. CONSIDER ON FIRST READING ORDINANCE NO. 2021-35; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, GRANTING A SPECIAL USE PERMIT FOR A DRIVE-THRU FACILITY TO 7.708 ACRES LOCATED AT 1313 AND 1361 SOUTH MAIN STREET, WAL-MART SHOPPING CENTER BLK 1 LOT 1 AND LOT 2C (KAD NOS. 27528 AND 27529), AS SHOWN IN THE SITE PLAN PROVIDED, IN A C3-EC, COMMUNITY COMMERCIAL – ENTRANCE CORRIDOR DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE.
Contact Person	Laura Haning, Planning and Community Development Director
Background Information	<p>On The Grind coffee shop is interested in locating a drive-thru only site facing Main Street in the existing parking area between Jiffy Lube and Eyes on Main. The legal description for this property is “Walmart Shopping Center” simply because this was the original location of Walmart and was platted using that name.</p> <p>Per the new UDC, any drive-thru now requires a Special Use Permit.</p>

	<p>The Planning and Zoning Commission recommended approval of the Special Use Permit by a vote of 6-0 after lengthy discussion. The owner of Eyes on Main was concerned about how the traffic drawn by the coffee shop might impede the use of their property. There was comparison of this coffee shop and Starbucks and the concern of the same type of traffic issues. As was discussed, this use is a different model than Starbucks in that it is completely about quick service turn-around. Starbucks focuses on being a destination where people gather, with good wi-fi, tables and an outside patio area to sit and chat or work. On The Grind's model focuses on serving coffee as quickly as possible. Their set-up and operation is very different from Starbucks.</p> <p>The zoning category of the site is Community Commercial (C3) with an Entrance Corridor Overlay District (C3-EC). The Entrance Corridors Overlay District is intended to preserve the economic function of the primary entrance corridors of the City, managing traffic and connectivity while strengthening wayfinding and orientation through streetscape design. The Community Commercial (C3) category accommodates commercial uses with a lower transportation demand and footprint than Regional Commercial but a higher transportation demand and footprint than Transitional Commercial. Commercial properties along arterials should generally be designated as Community Commercial unless adjoining a neighborhood.</p> <p>The UDC recommends that drive-thru facilities should not be located adjacent to residential uses, and should have a minimum spacing of 150 feet between property boundaries. It also suggests that drive-thru lanes shall not be accessible from a neighborhood street. Main Street at that location is classified as a Major Arterial. This site fits the criteria recommended by the UDC except for the property boundaries. All the lot configurations in this complex are odd, obviously for very specific structures. This site will straddle two property lines, but the building will be located completely on one lot.</p> <p>The small building footprint and drive-thru lane would impact the existing parking lot. The queuing will be in excess of what is required by the UDC. According to the information provided by the applicant, the development is currently over parked, and the spaces left after the new use is added to the site will still meet the city parking requirements.</p> <p>Our regulation requires a minimum of 10 stacking spaces for a drive-thru facility, 6 of them being before or at the order station and four spaces between the order station and the pick-up window. The proposed site plan accommodates 17 stacking spaces without interfering with the parking lot traffic.</p>
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	<p>City staff held an online BOND (Boerne Open Neighborhood Discussion) meeting on September 21, 2021. The applicants had a chance to explain the proposed development, but there were no questions from the community members present at the meeting. The staff has provided a report from the BOND meeting as part of this submittal.</p> <p>The recording of the meeting can be found at the City of Boerne B.O.N.D. YouTube page.</p>
Item Justification	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Drive Down Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation </div> <div> <input type="checkbox"/> Infrastructure Investment <input checked="" type="checkbox"/> Customer Demand <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ _____ </div> </div>
Financial Considerations	
Citizen Input/Board Review	BOND meeting 9/21/2021
Legal Review	
Alternative Options	
Supporting Documents	Attached are maps and plat.

ORDINANCE NO. 2021-35

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BOERNE UNIFIED DEVELOPMENT CODE, BY AMENDING CHAPTER 3. ZONING, SECTION 3.2, ZONING MAP, GRANTING A SPECIAL USE PERMIT FOR A DRIVE-THRU FACILITY TO 7.708 ACRES LOCATED AT 1313 AND 1361 SOUTH MAIN STREET, WAL-MART SHOPPING CENTER BLK 1 LOT 1 AND LOT 2C (KAD NOS. 27528 AND 27529) IN A C3-EC, COMMUNITY COMMERCIAL – ENTRANCE CORRIDOR DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, under the authority of Chapter 211 of the Texas Local Government Code, the City of Boerne adopts regulations and establishes zoning to control the use of land within the corporate limits of the City; and

WHEREAS, it is the intent of the City Council of the City of Boerne to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council of the City of Boerne has complied with all requirements of notice of public hearing and such hearing was held on October 26, 2021, at which time interested parties and citizens were given an opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission has submitted a recommendation to the City Council regarding this amendment to the Official Zoning Map of the City of Boerne; and

WHEREAS, the subject property located at 1313 and 1361 South Main Street is currently zoned C3-EC, Community Commercial – Entrance Corridor District; and

WHEREAS, the City has received an application for a special use permit, to allow the Property to have a drive-thru as shown in the site plan attached as “Exhibit A”; and

WHEREAS, the Unified Development Code requires a Special Use Permit for the use of all drive-thru’s in the City; and

WHEREAS, the City Council finds it in the best interest of the citizens to amend the Zoning Map by granting a special use permit for a drive-thru to 7.708 acres located at 1313 and 1361 South Main Street, Wal-Mart Shopping Center Blk 1 Lot 1 and Lot 2C (KAD Nos. 27528 and 27529) in a C3-EC, Community Commercial – Entrance Corridor District.

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

Section 1.

The foregoing recitals are hereby made a part for all purposes as findings of fact.

Section 2.

That Chapter 3. Zoning, Section 3.2, Zoning Map, of the City of Boerne Unified Development Code is hereby amended by granting a special use permit for a drive-thru, to 7.708 acres located at 1313 and 1361 South Main Street, Wal-Mart Shopping Center Blk 1 Lot 1 and Lot 2C (KAD Nos. 27528 and 27529), as shown in the site plan attached as “Exhibit A”, in a C3-EC, Community Commercial – Entrance Corridor District.

Section 3.

That the Zoning Maps of the City of Boerne be amended to indicate the previously described change.



Section 4.

That all provisions of the Unified Development Code of the City of Boerne not herein amended or repealed shall remain in full force and effect.

Section 5.

That all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 6.

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

Section 7.

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

PASSED AND APPROVED on this the first reading the ____ day of October, 2021.

PASSED, APPROVED AND ADOPTED on this the second reading the ____ day of November, 2021.

APPROVED:

ATTEST:

Mayor

City Secretary

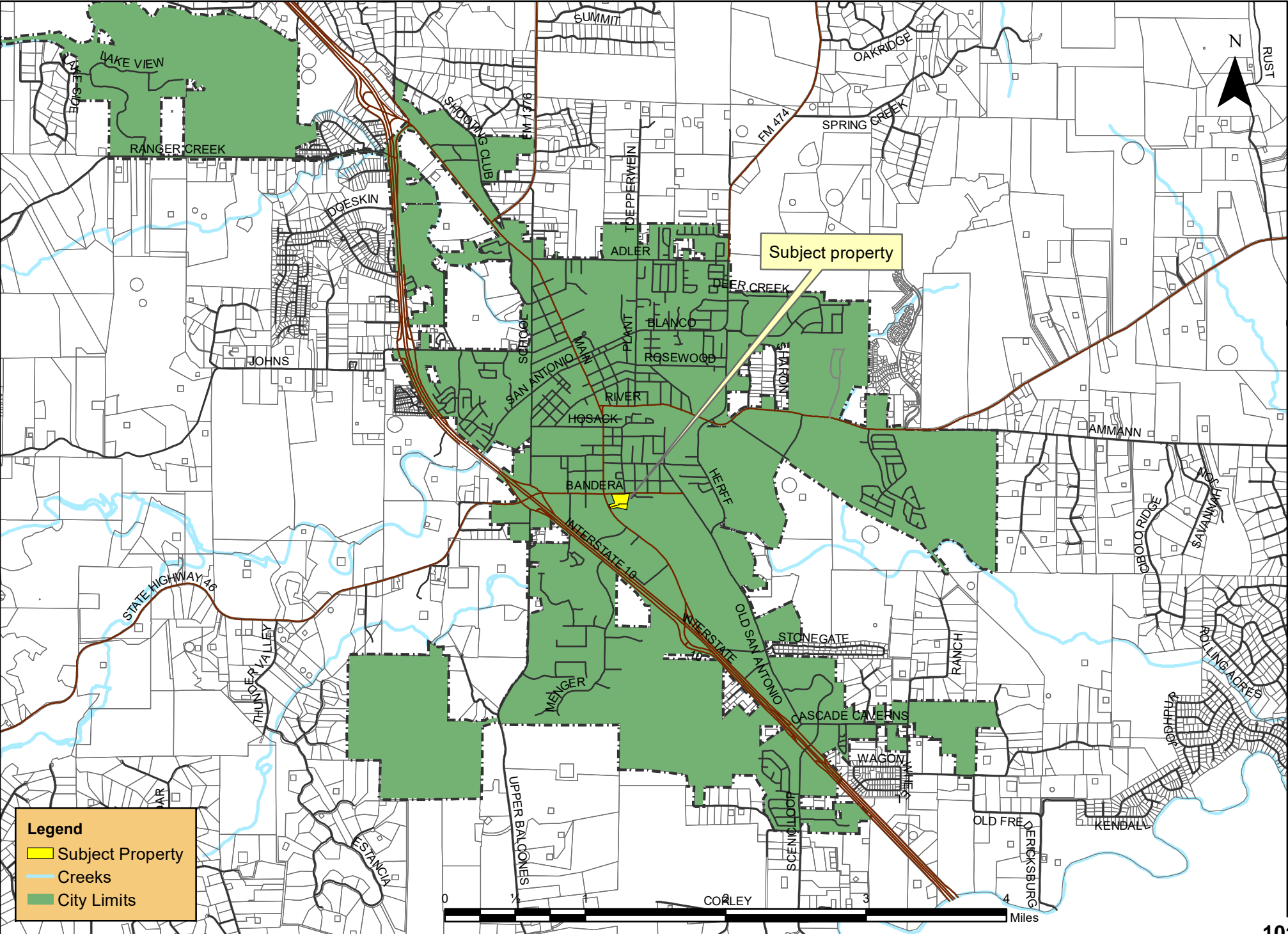
APPROVED AS TO FORM:

City Attorney

Site Plan

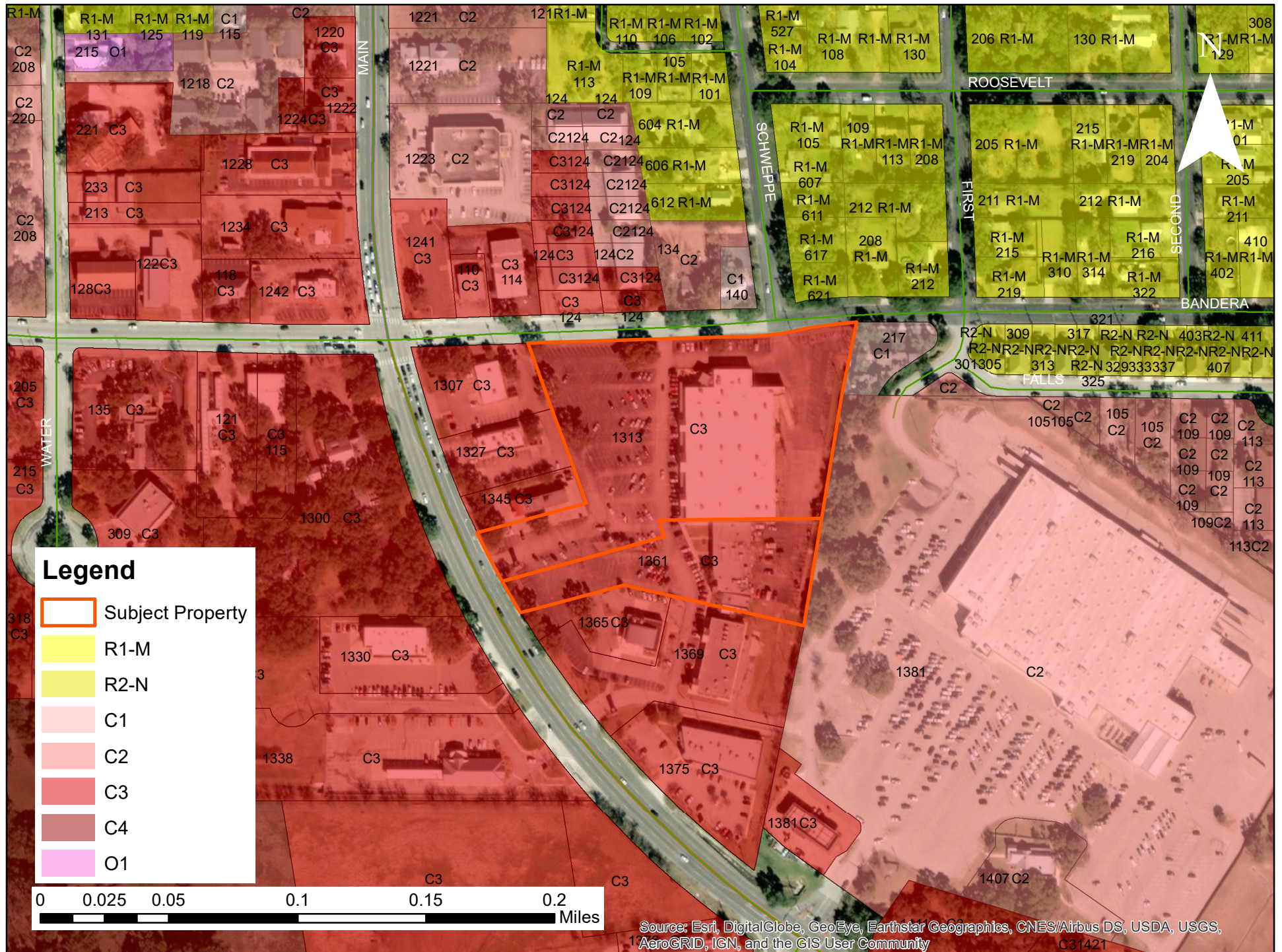


1313 AND 1361 S. MAIN STREET (KAD 27528 AND 27529)



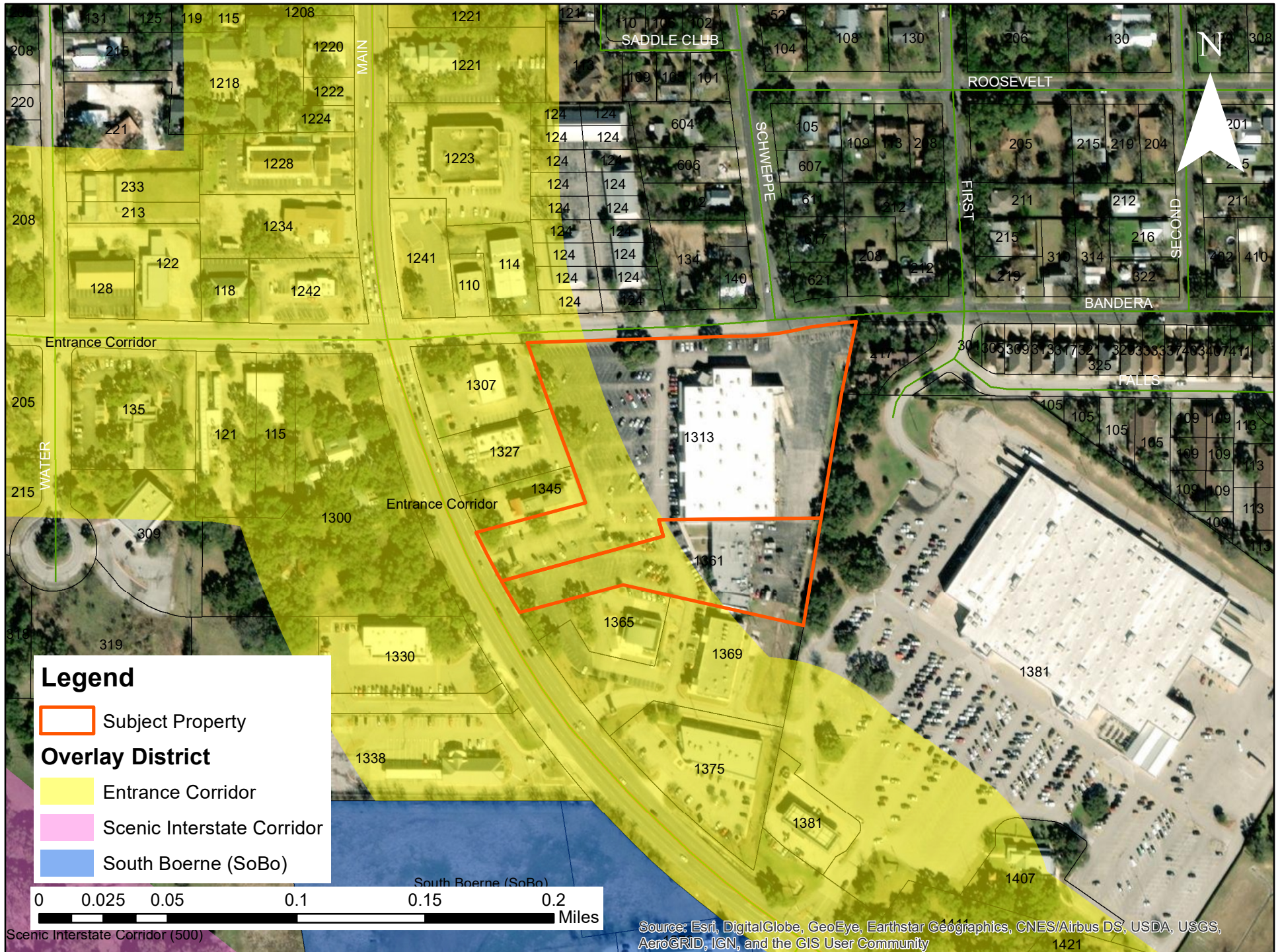
SUBJECT PROPERTY - CURRENT ZONING

1313/ 1361 SOUTH MAIN STREET (KAD 27528/ 27529)



SUBJECT PROPERTY - OVERLAY DISTRICTS

1313/ 1361 SOUTH MAIN STREET (KAD 27528/ 27529)



Legend for Table of Uses	See Sec. 3.6 for Use Restrictions	Community Commercial
P = Permitted by right		
S = Special Use Permit		
T = Temporary Uses (may require a permit from Code Enforcement)		
(Blank) = Not permitted		
Uses by Use Group		
Residential Use Group		
Assisted living facility		P
Community home		
Halfway house		
Live-work unit		P
Mixed-use building		S
Multi-family (18 units p/ac or less)		S
Multi-family (over 19 units p/ac)		S
Nursing/residential care facility		P
Single-family dwelling (attached)		
Single-family dwelling (detached)		
Assembly		P
Cemetery		
Club/lodge		P
College/university		
Correctional facility/jail		
Developed athletic field/stadium		
Government facility		P
Library		P
Museum		P
Park or open space (private)		P
Park or open space (public)	P	
Public safety facility		
School	P	
Business park/campus		
Office (1 story)		P
Office (2 stories)		P
Office (over 2 stories)		S
Retail Use Group		
Automobile parts and parts sales		P
Automobile sales		S
Bar/wine bar		P
Brewery/distillery		
Craft alcohol production		P
Convenience store		P
Gas station		S
Grocery store		P
Mobile food vendor park		S
Multi-tenant building		P
Restaurant		P
Retail sales		P
Shopping mall		

Thrift store (no outside storage/donation bin)		S
Thrift store (with outside donation/storage bin)		S
Warehouse retail		
Service Use Group		
Animal boarding (indoor)		P
Animal boarding (outdoor)		
Automobile rental		S
Automobile service (no outside storage)		P
Automobile service (outside storage)		S
Bank/financial institutions		P
Barber/beauty shop		P
Bus terminal		S
Car wash		P
Commercial mail facility		P
Commercial recreation (indoor)		P
Commercial recreation (outdoor)		S
Day care/adult		S
Day care (more than 6 children, not home occupation)		S
Funeral home/mortuary		P
Gym/sports training facility (10,000 sf or less)		P
Gym/sports training facility (over 10,000 sf)		P
Hotel - boutique (30 rooms or less)		S
Hotel/motel		S
Laboratory		S
Laundry (self service)		P
Medical - freestanding emergency room		P
Medical - hospital/inpatient care facility		S
Medical - laboratory/diagnostic services		P
Medical - offices/outpatient		P
Medical - pharmacy		P
Medical - surgical center		P
Medical - urgent care		P
Mixed-use lot		S
Movie theater		S
Parking lot/garage		S
Pawn shop		S
RV park		
Short-term rental		S
Spa		P
Trade school		S
Veterinary clinic (indoor boarding)		P
Veterinary clinic (no boarding)		P
Veterinary clinic (outdoor boarding)		
Wholesale		

Legend for Table of Uses	See Sec. 3.6 for Use Restrictions	Community Commercial	
P = Permitted by right			
S = Special Use Permit			
T = Temporary Uses (may require a permit from Code Enforcement)			
(Blank) = Not permitted			
Uses by Use Group			C3
Industrial and Utility Use Group			
Artisan craft production		S	
Commercial communication system		S	
Contractor		S	
Fabrication (indoor)			
Industrial arts studio		S	
Industrial park			
Junk yard			
Maintenance facility			
Manufacturing			
Mini-warehouse			
Oversize vehicle and machinery rental, sales and service			
Portable building sales			
Processing			
Railroad facility			
Regional detention facility			
Research and development facility			
Utility station, sub-station, or service center			
Warehousing			
Commercial agriculture			
Commercial stable			
Community garden	S		
Exhibition/fairgrounds	S		
Farmer's market	S		
Plant nursery	P		
Produce stand	S		
Urban farm, large (one acre or more)	S		
Urban farm, small (less than one acre)	S		
SOB Use Group			
Adult bookstore			
Adult entertainment establishment			
Adult motion picture theater			
Accessory automobile service (outside storage)			
Accessory bank kiosks		P	
Accessory car wash		S	
Accessory childcare		P	
Accessory commercial communication system			
Accessory convenience store		P	
Accessory display/sales area (outdoor)		S	

Accessory donation bin (outdoor)		S
Accessory drive-thru facility		S
Accessory garden		P
Accessory laboratory		
Accessory maintenance facility		S
Accessory parking lot/garage		S
Accessory portable buildings		
Accessory processing		S
Accessory sales yard (outdoor)		S
Accessory school		P
Temporary Use Group		
Assembly		T
Carnival, circus, amusement rides		T
Donation bin (outdoor)		
Mobile food vendors		T
On-site construction offices		T
Outdoor donation bin		T
Outdoor equipment storage		
Portable storage units		

3.16 ENTRANCE CORRIDORS

A. PURPOSE

The purpose of the Entrance Corridors Overlay District is to:

1. Preserve the economic function of the primary entrance corridors into the City;
2. Manage traffic, parking and connectivity effectively within these corridors; and
3. Strengthen wayfinding and orientation through streetscape design.

B. APPLICABILITY

These requirements shall be applicable for all property located within 300 feet of the right of way of the following entrance corridor streets, unless the property is located within another overlay district of the City:

1. Main Street
2. US 87 Business
3. SH-46
4. Johns Road
5. Scenic Loop Road
6. Amman Road
7. Sisterdale Road

C. USES

1. Additional Allowed Uses
Permitted uses shall be in accordance with the property's base zoning, except that any uses permitted in Transitional Commercial (C2) by right shall also be allowed for nonresidential properties in this overlay district.
2. Uses with Additional Restrictions
 - a. Multifamily developments and nursing/residential care facilities shall be by Special Use Permit only and shall not exceed 18 dwelling units per acre.
 - b. Mixed-use developments shall not exceed 18 dwelling units per acre.
3. Special Use Permit Required
 - a. Mixed-use building
 - b. Multifamily
 - c. Nursing/residential care facility
4. Prohibited Uses
 - a. Automobile sales
 - b. Brewery or distillery
 - c. Pawn shop
 - d. Portable building sales
 - e. RV park

D. DIMENSIONS

1. Maximum building height is 30 feet or 2 stories. Building height may be increased up to 38 feet or 3 stories if, for any part of the building above the second story, the building is stepped back by 10 feet from the building front facing the entrance corridor street or an adjoining residence.
2. The following minimum setbacks shall apply within this overlay district:
 - a. The minimum setback from the entrance corridor street is 20 feet.
 - b. All other setbacks shall be in accordance with the base zoning of the property.

E. BUILDING ORIENTATION

1. Buildings shall be orthogonal to the street that the building fronts, to provide a street wall that defines the space of the corridor.
2. For corner lots along the entrance corridor street, the front of the building shall face the entrance corridor street.

F. PARKING

1. For corner lots, where there is frontage on the entrance corridor street and on an intersecting side street, the parking area shall be located along the side street and/or to the rear of the building, and vehicular access shall be from the side street or a street that does not face the entrance corridor street.
2. On-street parking shall not count toward the minimum parking requirements.
3. Only 15 percent of the total onsite parking shall be located in the yard area adjoining the entrance corridor street.

G. FENCES AND WALLS

1. The following are prohibited for fences and walls within this overlay district:
 - a. Wooden privacy fences are prohibited within 50 feet of the right of way of the entrance corridor street.
 - b. Stone walls that are taller than thirty inches are prohibited along the frontage of the entrance corridor street.

H. LANDSCAPING AND SCREENING

1. Parking areas shall be screened from view from the entrance corridor street, and from the public right of way of all cross streets within 35 feet of the entrance corridor street.
2. Screening shall be 36 inches in height.
3. Materials
Parking lot screening may be achieved with any of the following combinations, provided that they meet the dimensional standards:
 - a. Live landscape screening capable of providing a solid screen that is 36-inches in height (18 inches within easement areas) within two years, as determined by a registered landscape architect, certified nurseryman, or master gardener, planted in a prepared bed at least three feet (3') in width.
 - b. Wrought iron fencing or a masonry wall combined with live landscape screening may be allowed, provided that at least 50% of the face of the fence or wall is screened by live landscape screening within two years.
4. Grass areas, swales and areas subject to erosion shall be solid-sodded.

I. SIDEWALKS

1. Each sidewalk shall maintain at least:
 - a. 4 feet of unobstructed pedestrian space located at least 2 feet from back of curb; and
 - b. 8 feet of vertical clearance above the unobstructed pedestrian space.
2. Sidewalk furnishings, including signs, shall not encroach the unobstructed pedestrian space.

J. SIGNAGE

1. Prohibited Signs
 - a. Portable changeable message board signs
 - b. Bulletin board cabinets
2. Signs with Additional Requirements
 - a. Pole Signs
 - i. Pole signs shall not exceed 16 feet in height above ground level, measured at the base of the sign.
 - ii. The sign area shall not exceed 16 square feet.
 - b. Pylon Signs

- i. Pylon signs shall not exceed 20 feet in height above ground level, measured at the base of the sign.
- ii. The sign area shall not exceed 100 square feet per sign face.
- c. Roof Signs

Signs mounted onto the roof shall be no taller than the height of the highest roof line of the building.

- 3. Signs Requiring a Certificate of Approval from the Design Review Committee
 - a. Manual changeable copy sign elements
 - b. Illuminated signs where the illumination is not static
 - c. Signs where a digital sign element comprises over 25% of the total area of the sign face
- 4. All Other Sign Types
 - For all other sign types, the requirements of Chapter 9: Signage shall apply.

ON THE GRIND COFFEE

BOERNE, TX

DEVELOPMENT IMPACT REPORT



OTG COFFEE, LLC
BOERNE LOCATION
DEVELOPMENT IMPACT REPORT
TABLE OF CONTENTS

DEVELOPMENT IMPACT REPORT

EXHIBITS

Building Elevations
Parking Summary
Preliminary Site Layout
Drive-Through Vehicle Stacking
Peak Hour Trip Generation Form

REFERENCES

City of Boerne – Unified Development Code
ITE Trip Generation Manual, 10th Edition

DEVELOPMENT IMPACT REPORT

The purpose of this Development Impact Report (Report) is to serve as a companion document to a Special Use Permit (SUP) application for a proposed On The Grind coffee site in Boerne, TX developed by OTG Coffee, LLC (OTG). The proposed site will be constructed within an approximately 12,000 SF (0.28 Ac.) ground lease in an existing parking lot owned by Four Owls Hill County Square, LLC. The ground lease will occupy portions of Lots 1 and 2C in the Wal-Mart Shopping Center Subdivision (Property ID 27528 & 27529) as indicated on the Exhibit titled "Parking Summary" enclosed.

The Boerne Unified Development Code (UDC) for Special Use Permits (Chapter 2, Section 2.5.D.iv(b)) identifies a list of factors to be evaluated for special use projects that could potentially impact neighboring properties. Those factors include community safety, traffic, parking, loading, driveways, building setbacks, access and curb cuts, development density, hours of operation, property values, viewshed protection, impervious cover, noise, light, vibration, hazardous or flammable materials, special solid waste disposal requirements, discharge/water contamination, and other. Some of these factors do not apply for a proposed drive-through coffee shop, however, this Report identifies and addresses a number of those factors that should be evaluated in the ensuing sections.

A. Traffic

The Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) identifies the OTG Facility's use as a "Coffee Shop with drive-through (no indoor seating)" (ITE Code 938), which generates a peak number of trips in the weekday morning hours. As indicated on the City of Boerne – Peak Hour Trip Generation Form included herein the estimate peak hours trips for the proposed OTG facility (576 SF GFA) would be 198 trips on a standard weekday morning.

There are currently 11 OTG drive-through facilities in operation throughout New Braunfels, Seguin, Schertz-Cibolo, and Bulverde. Actual traffic data has been collected for a location in Seguin and another in New Braunfels. The resulting data mostly supports the ITE Trip Generation Manual, showing peak weekday morning trips of 180 and 186, respectively.

The UCD (Chapter 5, Section 5.2.D.9) indicates that a minimum of 10 staking spaces are required for restaurant drive-throughs to include at least 6 spaces at or before the order station and at least 4 spaces between the order station and pick-up window. In effort to mitigate for the additional traffic generated by this proposed OTG facility, the site plan will include enough queue length to accommodate at least 17-18 stacking spaces (nearly double the minimum requirement). The Exhibit titled "Drive-Through Vehicle Stacking" provides an overview of how the facility will stack the vehicles in queue.

Additionally, OTG facilities do not utilize a standard fixed-position menu board. In effort to maximize drive-through efficiency and move traffic through the facility quickly during peak hours, OTG personnel take orders via handheld devices outside and along the drive-through lanes as indicated on the Exhibit titled "Drive-Through Vehicle Stacking". Field data collected from existing OTG facilities indicate that the flexible "order station" and drive-through efficiency provides for an average window transaction time of about 20-30 seconds per vehicle.

B. Parking

The proposed OTG facility will occupy a portion of an existing shared-use parking lot. The proposed site plan will eliminate 54 spaces. Further, the UCD (Chapter 5, Section 5.6.6) indicates

a minimum of 1 space / 100 SF of gross floor area (restaurants). Assuming a 576 sf (16'x36') building, the proposed OTG facility will require at least 6 additional parking spaces.

This report identifies the elimination of parking spaces as a potential negative development impact, therefore, explores the overall parking lot capacity based on existing commercial use for Lots 1 and 2C (Property ID 27528 & 27529). As indicated on the tables presented on the Exhibit titled "Parking Summary", the existing parking lot contains a calculated overall excess of 89 parking spaces.

Even with the elimination of parking spaces coupled with the added demand, the existing parking lot will still contain an overall excess of 35 spaces with the OTG facility. The summary calculations indicate there will not be a negative development impact regarding parking.

C. Driveways

The existing commercial development is currently served via four (4) existing driveways. Two from E. Bandera Road, one from S. Main Street, and one from a shared-use roadway between S. Main Street and Wal-Mart. The proposed OTG facility will utilize the existing access driveways along with multiple internal circulation arteries and will not require any additional.

D. Building Setbacks

The tracts are currently zoned as "Community Commercial" (C3) as the base zoning district with "Entrance Corridors" as the overlay zoning district. The UDC stipulates that side and rear setbacks for development within the C3 zoning district may not exceed 5' and 20', respectively. Further, the UDC stipulates that front setbacks for development within the Entrance Corridor zoning overlay district may not exceed 20'.

As indicated on the Exhibit titled "Preliminary Site Layout", the proposed OTG building does not appear to encroach on any of those setback limits.

Additionally, this Report identifies an existing sanitary sewer easement traversing the tracts. As indicated on the Exhibit titled "Preliminary Site Layout", the proposed building does not appear to encroach on the existing easement.

E. Access and Curb Cuts

See "Driveways" section above.

F. Development Density

See "Parking" section above. The remaining excess parking even after development of the proposed OTG facility suggests that development density should not be of concern.

G. Hours of Operation

The proposed OTG facility will operate as follows:

- Monday-Thursday: 5 AM – 9 PM
- Friday-Saturday: 5 AM – 10 PM
- Sunday: 5 AM – 9 PM

As mentioned in the "Traffic" section above, the proposed OTG facility will likely experience its highest traffic volume in the morning hours until around 9 AM. Much of the other commercial development within the retail center will experience their highest traffic volume in the afternoon and evening hours, well after the OTG traffic volume peaks. Additionally, the "Spec's Wine, Spirits & Finer Foods" does not open until 10 AM.

The excess parking spaces in the existing lot coupled with the opposite traffic volume peak of the proposed OTG facility versus the other uses within the center, further suggest that the development will work well within the area.

H. Viewshed Protection

As indicated in the building elevations in the Exhibits section of this Report, the proposed OTG facility will include an elegant, finished building, however, the site will also include a dumpster. In effort to conceal the dumpster, OTG proposes to enclose the dumpster with a wall (standard on all OTG facilities) and further install landscape screening to provide a visual barrier.

I. Impervious Cover

As indicated in the Exhibit titled "Preliminary Site Layout" the proposed OTG facility will be constructed in an existing parking lot (100% impervious). The proposed OTG site plan will eliminate some areas of existing impervious cover and replace those areas with landscaping in lieu of pavement, thus providing an overall reduction in impervious cover.

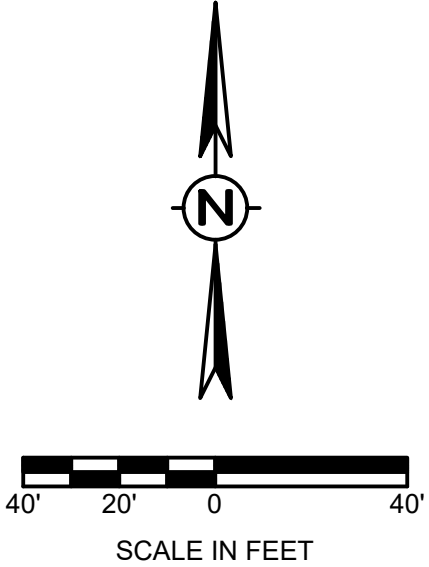
EXHIBITS











PARKING SUMMARY - EXISTING CONDITIONS			
USE	TOTAL SQUARE FOOTAGE	COB REQUIREMENT	TOTAL
RESTAURANTS	7,690	1 STALL / 100 SF GFA	77
GENERAL RETAILING, BUSINESS AND COMMERCIAL USE	60,305	1 STALL / 200 SF GFA	302
TOTAL REQUIRED	-	-	378
TOTAL PROVIDED	TYPICAL STALL		454
	ADA STALL		13
TOTAL			467
EXCESS			89

PARKING SUMMARY - PROPOSED CONDITIONS			
USE	TOTAL SQUARE FOOTAGE	COB REQUIREMENT	TOTAL
RESTAURANTS	8,200	1 STALL / 100 SF GFA	82
GENERAL RETAILING, BUSINESS AND COMMERCIAL USE	60,305	1 STALL / 200 SF GFA	302
TOTAL REQUIRED	-	-	384
TOTAL PROVIDED	TYPICAL STALL		406
	ADA STALL		14
TOTAL			420
EXCESS			35

MM

MEALS★MYERS

ENGINEERING & SURVEYING, LLC

10906 LAUREATE DRIVE #101, SAN ANTONIO, TX 78249
PHONE: (210) 740-2483 | (830) 931-1289
TBP# No. F-18576 | TBP#S No. 101942291

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ON THE GRIND COFFEE, LLC
S. MAIN STREET
BOERNE, TX

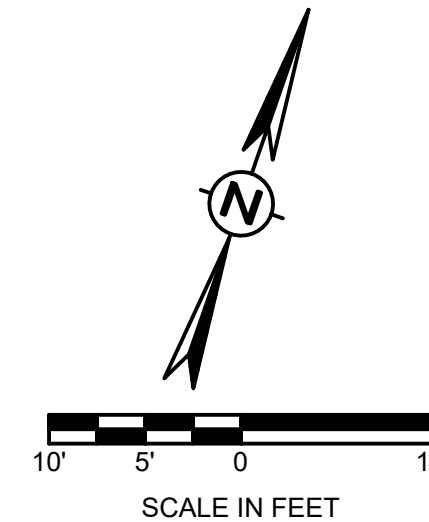
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09/06/2021
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DESIGNED BY: MTM
DRAWN BY: MTM

PARKING SUMMARY

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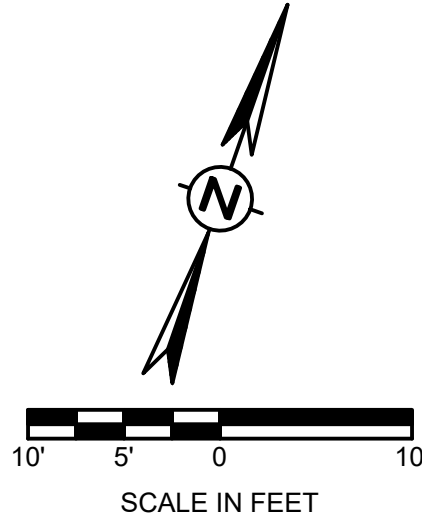
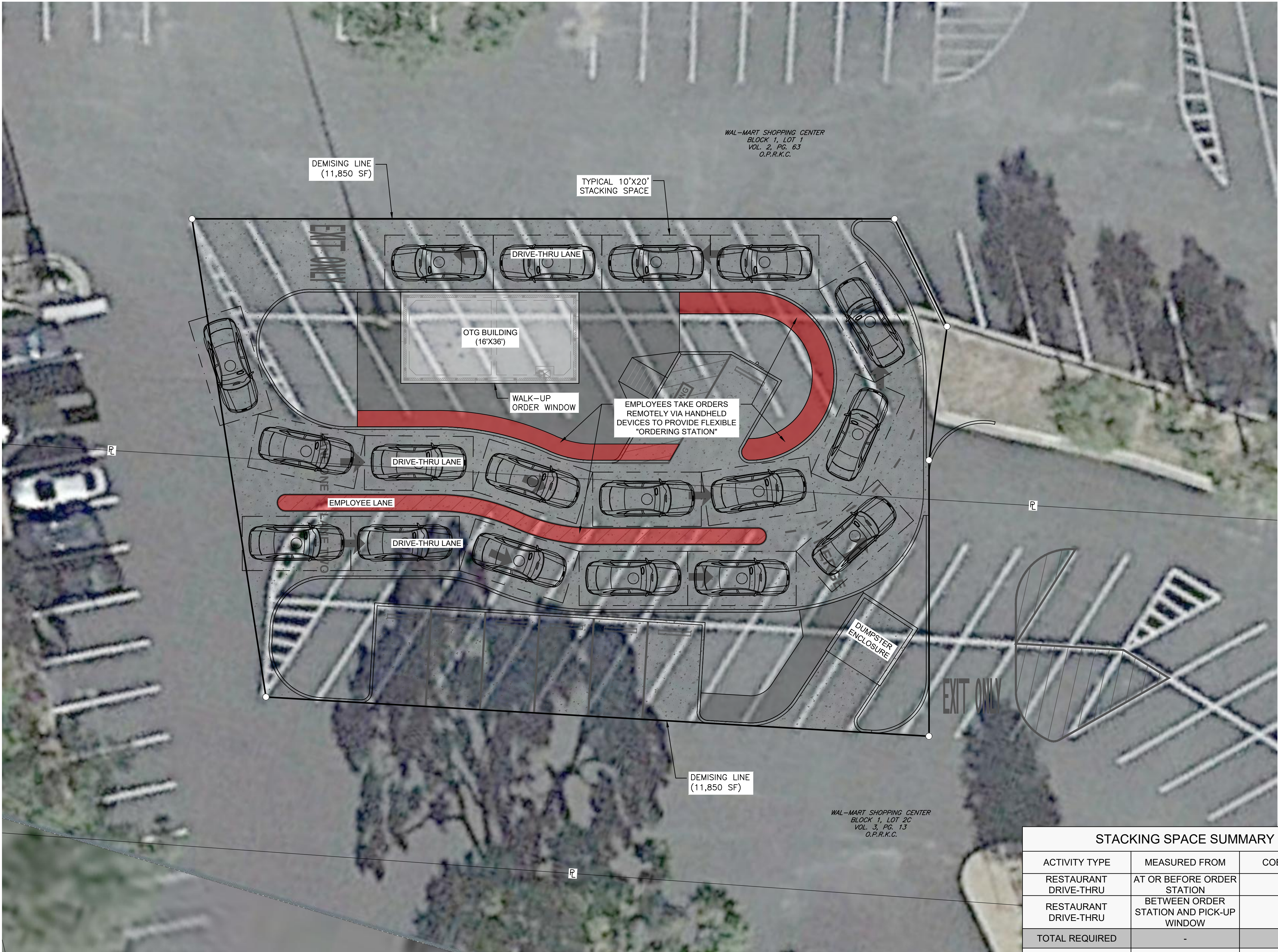


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ON THE GRIND COFFEE, LLC
S. MAIN STREET
BOERNE, TX

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Stacking Space Summary		
Activity Type	Measured From	COB Minimum
Restaurant Drive-Thru	At or before order station	6
Restaurant Drive-Thru	Between order station and pick-up window	4
Total Required	-	10
Total Provided	-	18
Excess		8

ON THE GRIND COFFEE, LLC
S. MAIN STREET
BOERNE, TX

DRIVE-THROUGH
VEHICLE STACKING

3.0

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Peak Hour Trip Generation Form City of Boerne, Texas

Development Name: ON THE GRIND COFFEE - BOERNE
Applicant: OTG COFFEE, LLC
Legal Description (Lot, Block): WAL-MART SHOPPING CENTER SUBDIVISION, LOT 1, BLOCK 1 (PROP. ID 27528)
Case / Plat Number: - **Date:** 9/13/2021

Alternate Peak (SAT, SUN, Generator):

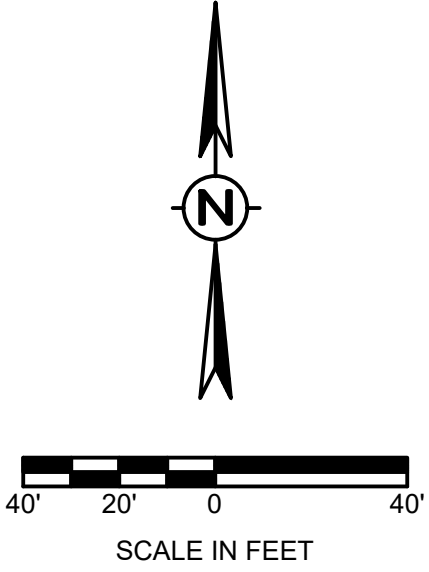
ITE Code	Land Use	Variable	Density	AM Peak Hour Rate	AM Total Trips	AM In	AM Out	PM Peak Hour Rate	PM Total Trips	PM In	PM Out	Other Peak Hour Rate	Other Total	Other In	Other Out
938	COFFEE SHOP W/ DRIVE-THROUGH (NO INDOOR SEATING)	TRIPS/ KSF	0.576	344.44	198	99	99	106.67	61	30	31	N/A			
Total					198	99	99		61	30	31				

To Be Completed by City of Boerne

Peak Period	
Peak Hour Trips	
TIA Required	
Turn Lane Evaluation Required	

Reviewed/Approved By _____

Worksheet Last Updated: 1/9/2018



PARKING SUMMARY - EXISTING CONDITIONS			
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BOERNE, TX

BY
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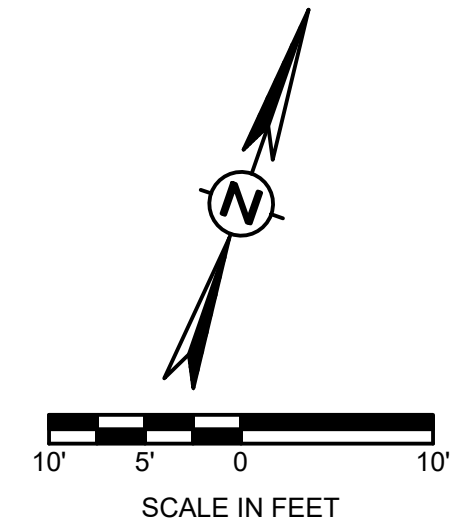
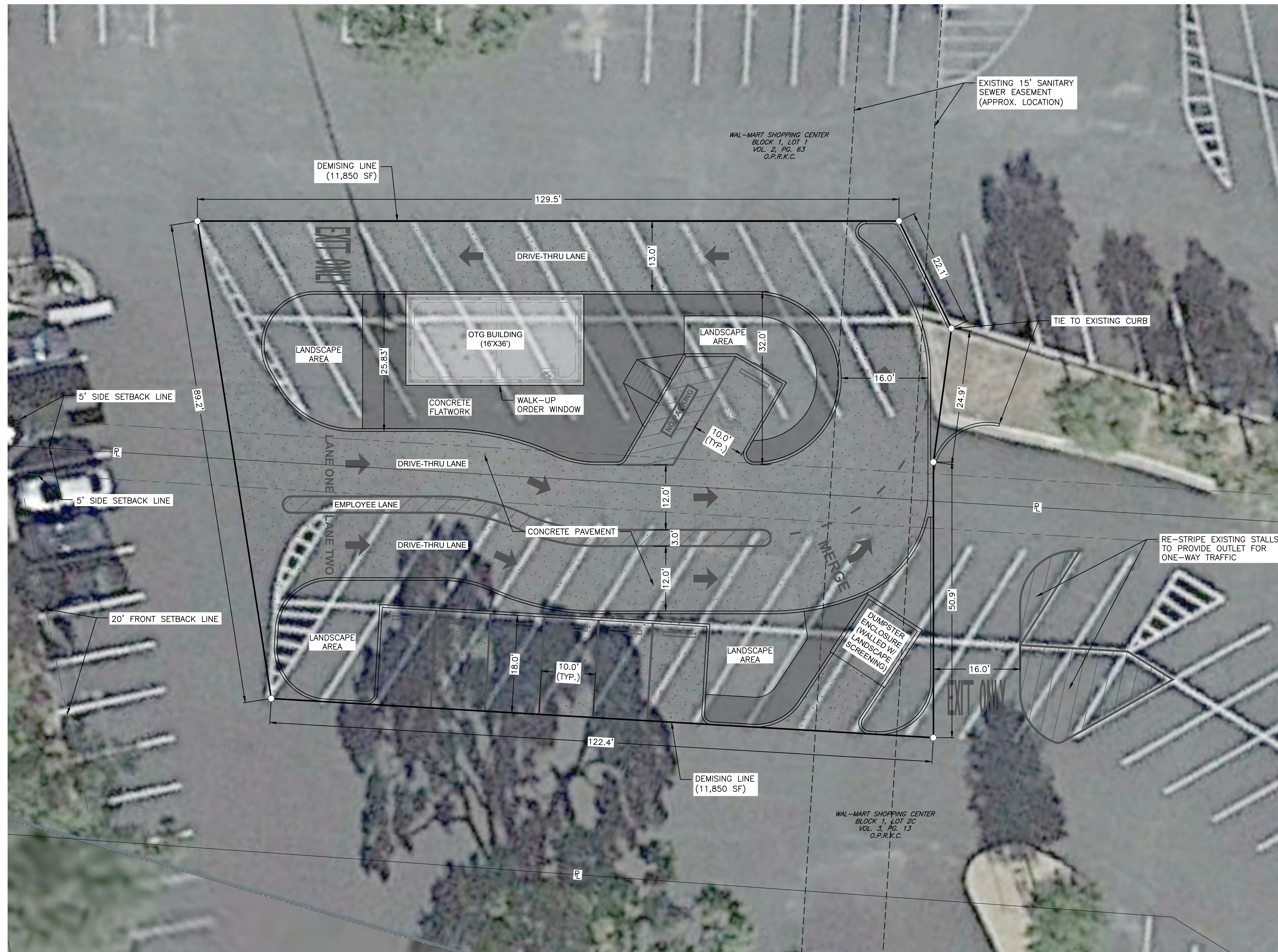
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DESIGNED BY: MTM
DRAWN BY: MTM
CHECKED BY: MMES

PARKING SUMMARY

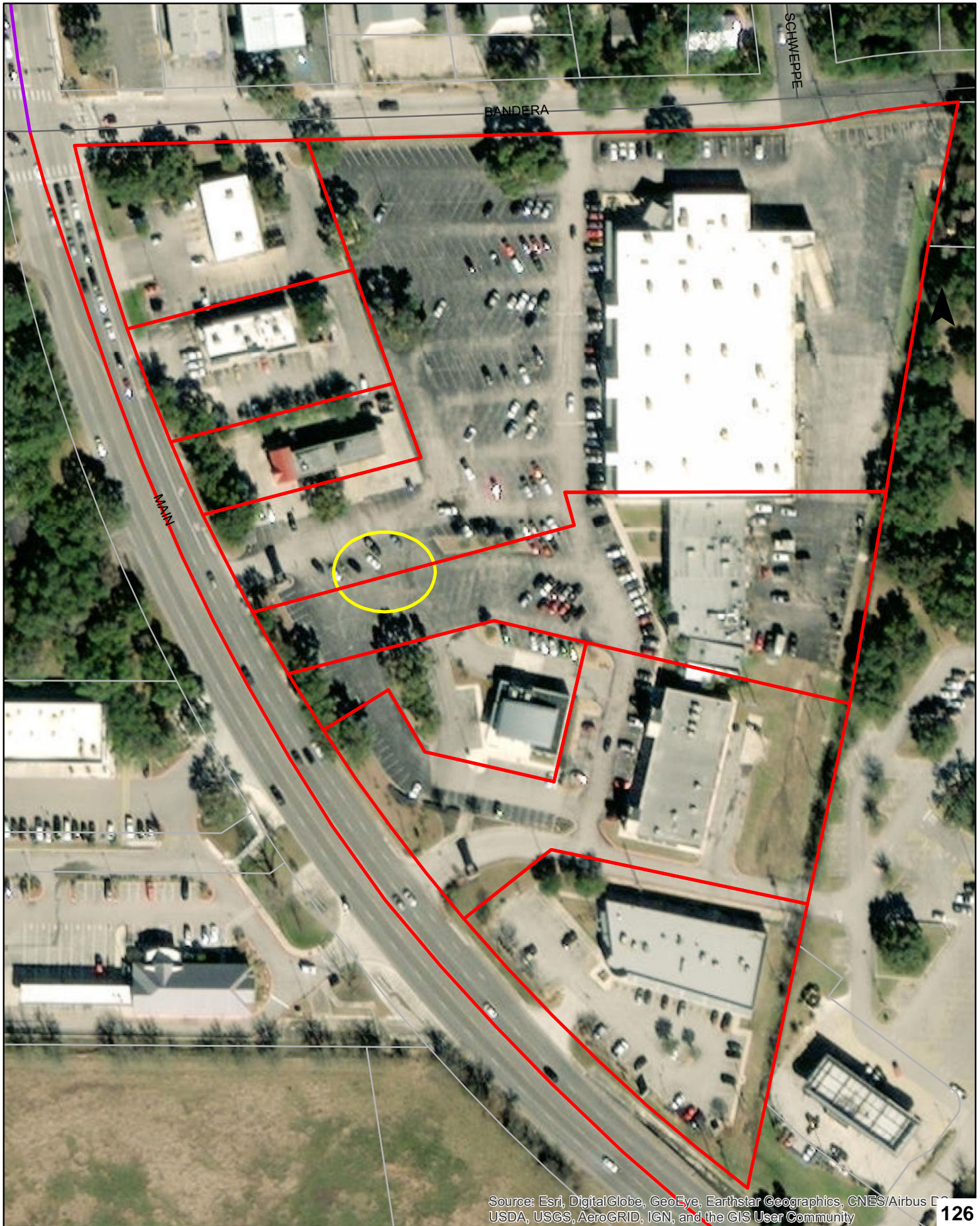
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On The Grind Coffee





BOERNE OPEN NEIGHBORHOOD DISCUSSION

B.O.N.D. Meeting Report

9/21/2021 | Michael K. Garrott, Sr.

Proposed Site: 1313 and 1361 South Main Street – Special Use Permit

Meeting Location: Zoom

Total Attendance: 8

BOND meetings can be viewed in their entirety by visiting:
The [City of Boerne B.O.N.D. YouTube page](#) and selecting desired meeting.

In Attendance

Michael Garrott Sr.
John Wolters
Wes Pieper
Tony Mangus
1 Unknown Observer (210-413-8229)

City Staff Present

Laura Haning
Sara Serra-Bennett
Heather Wood

Meeting Summary

This was a joint meeting for all the BOND for the October Planning and Zoning Commission meeting, and this item was the last one on the agenda.

The site is currently zoned C3-EC. Based on the UDC, a drive-thru requires a SUP in a situation like this. The request is for two addresses because the drive-thru will impact both properties.

The applicant explained that the proposed development would be located in an already developed lot. The request is to use approximately 12,000 square feet of the parking lot to have a 16'X36' building and a drive-thru lane.

Development Details


The proposed development would be placed in an already developed lot. The applicant will lease the land and build a small building to install a drive-thru coffee shop. The business plan doesn't offer the option for customers to go inside the store, so there is no sitting area. There is also no standard fixed-position menu board, and staff walks thru the line taking orders via a mobile device. According to the applicant, the process is a success in other business locations. As it is an already developed site, the development would not require new curb cuts or driveways. It will also not increase the impervious cover as the site currently is a paved parking lot.

The proposed building would impact the number of parking spots available for the public. Based on the material provided by the applicant, the development is currently overparked, and the change in the layout and parking number will still be following our regulations.

Questions and Concerns

Notification(s)

- Mailouts
- Text Messages to geofenced area surrounding property
- Text Messages to City Calendar Subscribers
- BOND Webpage
- Events and Meetings Calendar

	<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	October 26, 2021
Requested Action	I Move To Adopt Ordinance No. 2021-36; Authorizing The Issuance Of “City Of Boerne, Texas General Obligation Refunding Bonds, Series 2021” Pursuant To A Delegated Sale.
Contact Person	Sandy Mattick Finance Director
Background Information	<p>Staff, with the assistance of Duane Westerman of SAMCO Capital Markets, continues to monitor opportunities for cost savings through refunding of previous debt issuances.</p> <p>The debt issuances eligible for refunding and proposed at this time are:</p> <ul style="list-style-type: none"> (1) Series 2014 Refunded Obligation - Principal amount of \$6,820,000 – Funds were used to refund a portion of the 2007 GO Obligation Quality of Life bonds (2) Series 2017 Tax Note - Principal amount of \$18,380,000 – Funds were used for the extension of Herff Rd and for the construction of City Hall. <p>The proposed ordinance authorizes the issuance of Series 2021 GO Refunding Bonds with the following parameters:</p> <p>Principal amount not to exceed \$25,200,000 Maximum maturity of the bonds will be September 1, 2043 True interest rate shall not exceed 5.00%</p> <p>A proposed timeline for the issuance of the bonds is attached.</p> <p>Duane will be at the October 26th City Council meeting to provide Council with information on the proposed refunding and savings based on the current market conditions.</p>

Item Justification	<div> <div> <input checked="" type="checkbox"/> Legal/Regulatory Obligation <input type="checkbox"/> Reduce Costs <input type="checkbox"/> Increase Revenue <input type="checkbox"/> Mitigate Risk <input type="checkbox"/> Master Plan <input type="checkbox"/> Recommendation </div> <div> <input type="checkbox"/> Infrastructure Investment <input type="checkbox"/> Customer Pull <input type="checkbox"/> Service Enhancement <input type="checkbox"/> Process Efficiency <input type="checkbox"/> Other: _____ </div> </div>
Financial Considerations	Debt Service for the Series 2021 GO Refunding Bonds is included in the FY 2022 budget.
Citizen Input/Board Review	N/A
Legal Review	Bond council has prepared the proposed ordinance and will review all documentation related to the refunding.
Alternative Options	
Supporting Documents	

City of Boerne, Texas
Proposed Timeline for the Issuance of
General Obligation Refunding Bonds, Series 2021
(as of September 14, 2021)

DATE	ACTION
10/5/2021	Bond Counsel to provide agenda language & debt Documents
10/6/2021	Financial advisor and City administration begin preparation of a Preliminary Official Statement ("POS"), Notice of Sale ("NOS"), and Bid Form in expectation of the sale of the Refunding Bonds
10/13/2021	Send information to the rating agency
10/14/2021	Financial advisor to distribute a first draft of the POS, NOS, and Bid Form for review by City and bond counsel
10/25/2021	Receive comments on first draft of POS, NOS, and Bid Form
10/26/2021	City Council authorizes the parameter approval (delegated authority) of the Refunding Bonds
10/27/2021	Distribute second draft of POS, NOS, and Bid Form to working group for review
10/29/2021	Bond Counsel to pre-file transcript with the Texas Attorney General's (TxAG) office
11/1/2021	Conference call with Moody's for rating discussion
11/3/2021	Receive comments on second draft of POS, NOS and Bid Form
11/4/2021	Distribute final draft of POS, NOS and Bid Form for review
11/8/2021	Receive comments on final draft of POS, NOS and Bid Form
11/9/2021	POS, NOS, and Bid Form sent to printer and to Parity for distribution and posting
11/11/2021	Receive rating
11/16/2021	Receive bids on the sale of the Bonds
11/16/2021	Mayor/City Manager execute the Approval Certificate
11/16/2021	Distribute draft of Final Official Statement (FOS) for review
11/22/2021	Receive comments on FOS
11/23/2021	Post and distribute FOS
12/8/2021	Receive preliminary approval from TxAG
12/15/2021	Closing date

City of Boerne, Texas

Debt & Refunding Presentation | October 26, 2021

Duane Westerman
SENIOR MANAGING DIRECTOR
210.832.9760 — SAN ANTONIO
210.741.9034 — CELL
DWESTERMAN@SAMCOCAPITAL.COM

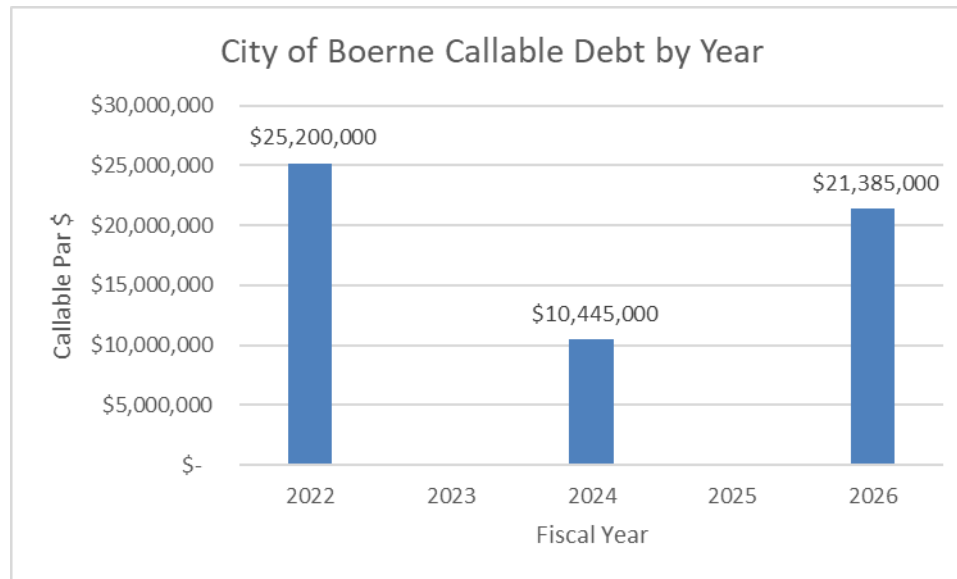
Nick Westerman
MANAGING DIRECTOR
210.832.9760 — SAN ANTONIO
210.232.3581 — CELL
NWESTERMAN@SAMCOCAPITAL.COM

Allen Westerman
MANAGING DIRECTOR
210.832.9760 — SAN ANTONIO
210.219.1169 — CELL
AWESTERMAN@SAMCOCAPITAL.COM

Debt Analysis

City of Boerne, Texas General Obligation Debt Debt Analysis October 26, 2021

Issue	Mtys Outstanding	Call Feature	Callable Par	Coupon Range
General Obligation Refunding Bonds, Series 2014	3/1/2022-3/1/2031	3/1/2022	6,820,000	2.00%-4.00%
General Obligation Refunding Bonds, Series 2016	3/1/2022-3/1/2034	3/1/2024	10,445,000	2.00%-5.00%
Tax Notes Series 2017	3/1/2022-3/1/2024	3/1/2022	18,380,000	2.00%-3.00%
General Obligation Refunding Bonds, Series 2017	3/1/2022-3/1/2040	3/1/2026	21,385,000	3.50%-5.00%
General Obligation Refunding Bonds, Series 2019	3/1/2022-3/1/2027	None	-	2.004%-2.398%



Background

- In 2017, the City issued Tax Notes for the new City Hall project
- Tax Notes must mature in 7 years or less
- The plan was to issue the Tax Notes with two larger term payments in years 6 and 7, and have those maturities callable at least a year prior
- Then the City would consider refunding the Tax Notes to restructure the debt service when we approached the call date of the Notes
- With that original structure in place, the current debt service requirements of the City are shown on the next page

Debt Analysis

General Obligation Debt Combined Outstanding Debt Service

FISCAL YEAR 30-Sep	Principal	Interest	Total	Less: Self-Supporting USRB Debt	Net Total GO Debt Service
2022	3,660,000	2,251,945.45	5,911,945.45	(2,869,475.00)	3,042,470.45
2023	12,060,000	2,042,659.80	14,102,659.80	(2,866,125.00)	11,236,534.80
2024	12,410,000	1,733,182.18	14,143,182.18	(2,866,725.00)	11,276,457.18
2025	3,225,000	1,519,562.60	4,744,562.60	(2,863,975.00)	1,880,587.60
2026	3,345,000	1,400,640.95	4,745,640.95	(2,863,175.00)	1,882,465.95
2027	2,835,000	1,284,200.95	4,119,200.95	(2,246,950.00)	1,872,250.95
2028	2,655,000	1,178,143.75	3,833,143.75	(2,241,675.00)	1,591,468.75
2029	2,765,000	1,070,593.75	3,835,593.75	(2,243,500.00)	1,592,093.75
2030	2,890,000	953,393.75	3,843,393.75	(2,245,775.00)	1,597,618.75
2031	2,995,000	830,546.88	3,825,546.88	(2,239,775.00)	1,585,771.88
2032	2,525,000	710,750.00	3,235,750.00	(2,245,250.00)	990,500.00
2033	2,585,000	595,375.00	3,180,375.00	(2,241,975.00)	938,400.00
2034	1,750,000	494,825.00	2,244,825.00	(2,244,825.00)	0.00
2035	1,780,000	417,125.00	2,197,125.00	(2,197,125.00)	0.00
2036	1,855,000	349,062.50	2,204,062.50	(2,204,062.50)	0.00
2037	1,920,000	283,000.00	2,203,000.00	(2,203,000.00)	0.00
2038	1,995,000	209,500.00	2,204,500.00	(2,204,500.00)	0.00
2039	2,080,000	128,000.00	2,208,000.00	(2,208,000.00)	0.00
2040	2,160,000	43,200.00	2,203,200.00	(2,203,200.00)	0.00
Total	67,490,000	17,495,707.55	84,985,707.55	(45,499,087.50)	39,486,620.05

Present Situation and Opportunities

- The City is now approaching the call date of the Series 2017 Tax Note, which is March 1, 2022
- The two larger term payments are in 2023 and 2024
- Current market conditions would indicate it is worth considering refunding the Series 2017 Tax Notes prior to the February 2022 call date and take care of the restructuring need
- In addition, the City's Series 2014 GO Refunding Bonds are also callable in March 2022, and they provide additional efficiencies and help in the restructuring of the 2017 Tax Notes
- The following two pages provide two scenarios of the projected refunding and restructuring
 - One amortizes the payments to the original plan of 2043
 - The second shortens the maturity schedule to 2037

CITY OF BOERNE, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2021 - Proposed Refunding at Current Market
Refunds Series 2014 and 2017 2043 Final Maturity

Net Present Value Savings	\$107,786.18
NPV % Savings	0.428%
True Interest Cost	2.088%

FISCAL YEAR	CURRENTLY OUTSTANDING DEBT SERVICE REQUIREMENTS	LESS REFUNDED DEBT SERVICE	PLUS: The Bonds					Scenario 1	
	30-Sep		PRINCIPAL DUE 3/1	INTEREST RATE	INTEREST DUE 3/1	INTEREST DUE 9/1	TOTAL	GRAND TOTAL OF ALL DEBT SERVICE	ANNUAL SAVINGS
2021	3,041,520.50		-				-	3,041,520.50	-
2022	3,042,470.45	581,243.76			151,113.33	357,900.00	509,013.33	2,970,240.02	72,230.43
2023	11,236,534.80	10,369,143.76	1,480,000	3.000%	357,900.00	335,700.00	2,173,600.00	3,040,991.04	8,195,543.76
2024	11,276,457.18	10,366,968.76	1,410,000	3.000%	335,700.00	314,550.00	2,060,250.00	2,969,738.42	8,306,718.76
2025	1,880,587.60	930,118.76	1,395,000	3.000%	314,550.00	293,625.00	2,003,175.00	2,953,643.84	(1,073,056.24)
2026	1,882,465.95	891,793.76	1,380,000	3.000%	293,625.00	272,925.00	1,946,550.00	2,937,222.19	(1,054,756.24)
2027	1,872,250.95	848,993.76	1,375,000	3.000%	272,925.00	252,300.00	1,900,225.00	2,923,482.19	(1,051,231.24)
2028	1,591,468.75	811,718.76	1,645,000	3.000%	252,300.00	227,625.00	2,124,925.00	2,904,674.99	(1,313,206.24)
2029	1,592,093.75	774,893.76	1,630,000	3.000%	227,625.00	203,175.00	2,060,800.00	2,877,999.99	(1,285,906.24)
2030	1,597,618.75	758,218.76	1,640,000	3.000%	203,175.00	178,575.00	2,021,750.00	2,861,149.99	(1,263,531.24)
2031	1,585,771.88	726,171.88	1,655,000	3.000%	178,575.00	153,750.00	1,987,325.00	2,846,925.00	(1,261,153.12)
2032	990,500.00		1,555,000	3.000%	153,750.00	130,425.00	1,839,175.00	2,829,675.00	(1,839,175.00)
2033	938,400.00		1,635,000	3.000%	130,425.00	105,900.00	1,871,325.00	2,809,725.00	(1,871,325.00)
2034			615,000	3.000%	105,900.00	96,675.00	817,575.00	817,575.00	(817,575.00)
2035			635,000	3.000%	96,675.00	87,150.00	818,825.00	818,825.00	(818,825.00)
2036			650,000	3.000%	87,150.00	77,400.00	814,550.00	814,550.00	(814,550.00)
2037			670,000	3.000%	77,400.00	67,350.00	814,750.00	814,750.00	(814,750.00)
2038			695,000	3.000%	67,350.00	56,925.00	819,275.00	819,275.00	(819,275.00)
2039			715,000	3.000%	56,925.00	46,200.00	818,125.00	818,125.00	(818,125.00)
2040			735,000	3.000%	46,200.00	35,175.00	816,375.00	816,375.00	(816,375.00)
2041			760,000	3.000%	35,175.00	23,775.00	818,950.00	818,950.00	(818,950.00)
2042			780,000	3.000%	23,775.00	12,075.00	815,850.00	815,850.00	(815,850.00)
2043			805,000	3.000%	12,075.00		817,075.00	817,075.00	(817,075.00)
	42,528,140.56	27,059,265.72	23,860,000		3,480,288.33	3,329,175.00	30,669,463.33	46,138,338.17	(3,610,197.61)

Scenarios

CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS

SERIES 2021 - Proposed Refunding at Current Market

Refunds Series 2014 and 2017 2037 Final Maturity

Net Present Value Savings	\$172,079.47
NPV % Savings	0.683%
True Interest Cost	1.981%

Scenario 2

FISCAL YEAR	CURRENTLY OUTSTANDING DEBT SERVICE REQUIREMENTS	LESS REFUNDED DEBT SERVICE	PLUS: PRINCIPAL DUE 3/1	The Bonds INTEREST RATE	INTEREST DUE 3/1	INTEREST DUE 9/1	TOTAL	GRAND TOTAL OF ALL DEBT SERVICE	ANNUAL SAVINGS
30-Sep									
2021	3,041,520.50		-				-	3,041,520.50	-
2022	3,042,470.45	581,243.76			150,765.00	357,075.00	507,840.00	2,969,066.69	73,403.76
2023	11,236,534.80	10,369,143.76	1,480,000	3.000%	357,075.00	334,875.00	2,171,950.00	3,039,341.04	8,197,193.76
2024	11,276,457.18	10,366,968.76	1,410,000	3.000%	334,875.00	313,725.00	2,058,600.00	2,968,088.42	8,308,368.76
2025	1,880,587.60	930,118.76	1,395,000	3.000%	313,725.00	292,800.00	2,001,525.00	2,951,993.84	(1,071,406.24)
2026	1,882,465.95	891,793.76	1,380,000	3.000%	292,800.00	272,100.00	1,944,900.00	2,935,572.19	(1,053,106.24)
2027	1,872,250.95	848,993.76	1,375,000	3.000%	272,100.00	251,475.00	1,898,575.00	2,921,832.19	(1,049,581.24)
2028	1,591,468.75	811,718.76	1,645,000	3.000%	251,475.00	226,800.00	2,123,275.00	2,903,024.99	(1,311,556.24)
2029	1,592,093.75	774,893.76	1,630,000	3.000%	226,800.00	202,350.00	2,059,150.00	2,876,349.99	(1,284,256.24)
2030	1,597,618.75	758,218.76	1,640,000	3.000%	202,350.00	177,750.00	2,020,100.00	2,859,499.99	(1,261,881.24)
2031	1,585,771.88	726,171.88	1,655,000	3.000%	177,750.00	152,925.00	1,985,675.00	2,845,275.00	(1,259,503.12)
2032	990,500.00		1,555,000	3.000%	152,925.00	129,600.00	1,837,525.00	2,828,025.00	(1,837,525.00)
2033	938,400.00		1,635,000	3.000%	129,600.00	105,075.00	1,869,675.00	2,808,075.00	(1,869,675.00)
2034			1,675,000	3.000%	105,075.00	79,950.00	1,860,025.00	1,860,025.00	(1,860,025.00)
2035			1,725,000	3.000%	79,950.00	54,075.00	1,859,025.00	1,859,025.00	(1,859,025.00)
2036			1,775,000	3.000%	54,075.00	27,450.00	1,856,525.00	1,856,525.00	(1,856,525.00)
2037			1,830,000	3.000%	27,450.00		1,857,450.00	1,857,450.00	(1,857,450.00)
	42,528,140.56	27,059,265.72	23,805,000		3,128,790.00	2,978,025.00	29,911,815.00	45,380,689.84	(2,852,549.28)

Analysis of Current Situation versus Original Plan

- We went back and looked at the projection of the Tax Notes and planned refunding at the time of the issuance of the Tax Notes in 2017 and compared that to the situation we currently project
- The next several pages will show that the current opportunity to refund the debt now, based on the current market, does provide a better result than the original plan/projection

Original Series 2017 Tax Notes and Projected Refunding at the Time

FISCAL YEAR 30-Sep	OUTSTANDING GENERAL OBLIG. DEBT	LESS REFUNDED DEBT SERVICE	PRINCIPAL DUE 3/1	INTEREST RATE	INTEREST DUE 3/1	INTEREST DUE 9/1	TOTAL	TOTAL G.O. DEBT SERVICE
2018	1,067,204.17							1,067,204.17
2019	1,027,300.00							1,027,300.00
2020	1,170,275.00							1,170,275.00
2021	1,162,700.00							1,162,700.00
2022	1,169,450.00						-	1,169,450.00
2023	9,356,800.00	(9,356,800.00)	345,000	4.25%	199,218.75	391,106.25	935,325.00	935,325.00
2024	9,393,000.00	(9,393,000.00)	350,000	4.25%	391,106.25	383,668.75	1,124,775.00	1,124,775.00
2025			370,000	4.25%	383,668.75	375,806.25	1,129,475.00	1,129,475.00
2026			380,000	4.25%	375,806.25	367,731.25	1,123,537.50	1,123,537.50
2027			400,000	4.25%	367,731.25	359,231.25	1,126,962.50	1,126,962.50
2028			420,000	4.25%	359,231.25	350,306.25	1,129,537.50	1,129,537.50
2029			425,000	4.25%	350,306.25	341,275.00	1,116,581.25	1,116,581.25
2030			410,000	4.25%	341,275.00	332,562.50	1,083,837.50	1,083,837.50
2031			420,000	4.25%	332,562.50	323,637.50	1,076,200.00	1,076,200.00
2032			925,000	4.25%	323,637.50	303,981.25	1,552,618.75	1,552,618.75
2033			930,000	4.25%	303,981.25	284,218.75	1,518,200.00	1,518,200.00
2034			1,675,000	4.25%	284,218.75	248,625.00	2,207,843.75	2,207,843.75
2035			1,475,000	4.25%	248,625.00	217,281.25	1,940,906.25	1,940,906.25
2036			1,475,000	4.25%	217,281.25	185,937.50	1,878,218.75	1,878,218.75
2037			1,250,000	4.25%	185,937.50	159,375.00	1,595,312.50	1,595,312.50
2038			1,250,000	4.25%	159,375.00	132,812.50	1,542,187.50	1,542,187.50
2039			1,250,000	4.25%	132,812.50	106,250.00	1,489,062.50	1,489,062.50
2040			1,250,000	4.25%	106,250.00	79,687.50	1,435,937.50	1,435,937.50
2041			1,250,000	4.25%	79,687.50	53,125.00	1,382,812.50	1,382,812.50
2042			1,250,000	4.25%	53,125.00	26,562.50	1,329,687.50	1,329,687.50
2043			1,250,000	4.25%	26,562.50	-	1,276,562.50	1,276,562.50
	24,346,729.17		18,750,000		5,222,400.00	5,023,181.25	28,995,581.25	34,592,510.42

Original Series 2017 Tax Notes and Projected Refunding in 2021

FISCAL YEAR	OUTSTANDING GENERAL OBLIG. DEBT	LESS REFUNDED DEBT SERVICE	PRINCIPAL DUE 3/1	INTEREST RATE	INTEREST DUE 3/1	INTEREST DUE 9/1	TOTAL	TOTAL G.O. DEBT SERVICE
30-Sep								
2018	1,067,204.17							1,067,204.17
2019	1,027,300.00							1,027,300.00
2020	1,170,275.00							1,170,275.00
2021	1,162,700.00							1,162,700.00
2022	1,169,450.00				261,225.00	110,295.00	371,520.00	1,540,970.00
2023	9,356,800.00	(9,356,800.00)	700,000	3.00%	261,225.00	250,725.00	1,211,950.00	1,211,950.00
2024	9,393,000.00	(9,393,000.00)	645,000	3.00%	250,725.00	241,050.00	1,136,775.00	1,136,775.00
2025			650,000	3.00%	241,050.00	231,300.00	1,122,350.00	1,122,350.00
2026			650,000	3.00%	231,300.00	221,550.00	1,102,850.00	1,102,850.00
2027			665,000	3.00%	221,550.00	211,575.00	1,098,125.00	1,098,125.00
2028			955,000	3.00%	211,575.00	197,250.00	1,363,825.00	1,363,825.00
2029			955,000	3.00%	197,250.00	182,925.00	1,335,175.00	1,335,175.00
2030			960,000	3.00%	182,925.00	168,525.00	1,311,450.00	1,311,450.00
2031			985,000	3.00%	168,525.00	153,750.00	1,307,275.00	1,307,275.00
2032			1,555,000	3.00%	153,750.00	130,425.00	1,839,175.00	1,839,175.00
2033			1,635,000	3.00%	130,425.00	105,900.00	1,871,325.00	1,871,325.00
2034			615,000	3.00%	105,900.00	96,675.00	817,575.00	817,575.00
2035			635,000	3.00%	96,675.00	87,150.00	818,825.00	818,825.00
2036			650,000	3.00%	87,150.00	77,400.00	814,550.00	814,550.00
2037			670,000	3.00%	77,400.00	67,350.00	814,750.00	814,750.00
2038			695,000	3.00%	67,350.00	56,925.00	819,275.00	819,275.00
2039			715,000	3.00%	56,925.00	46,200.00	818,125.00	818,125.00
2040			735,000	3.00%	46,200.00	35,175.00	816,375.00	816,375.00
2041			760,000	3.00%	35,175.00	23,775.00	818,950.00	818,950.00
2042			780,000	3.00%	23,775.00	12,075.00	815,850.00	815,850.00
2043			805,000	3.00%	12,075.00	-	817,075.00	817,075.00
	24,346,729.17		17,415,000		3,120,150.00	2,707,995.00	23,243,145.00	28,840,074.17

Original Series 2017 Tax Notes and Projected Refunding in 2021

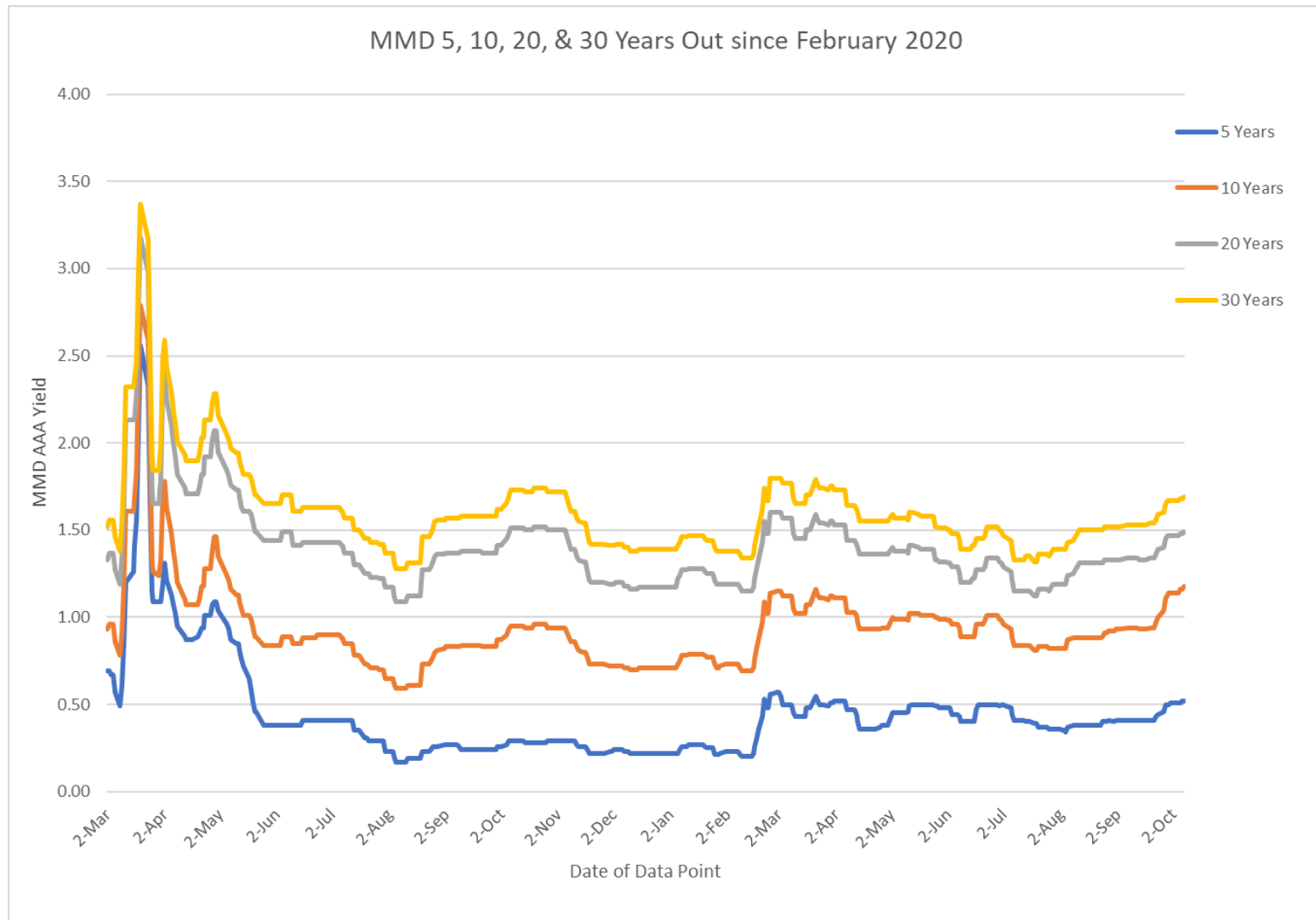
FISCAL YEAR 30-Sep	OUTSTANDING GENERAL OBLIG. DEBT	LESS REFUNDED DEBT SERVICE	PRINCIPAL DUE 3/1	INTEREST RATE	INTEREST DUE 3/1	INTEREST DUE 9/1	TOTAL	TOTAL G.O. DEBT SERVICE
2018	1,067,204.17							1,067,204.17
2019	1,027,300.00							1,027,300.00
2020	1,170,275.00							1,170,275.00
2021	1,162,700.00							1,162,700.00
2022	1,169,450.00				260,400.00	109,946.67	370,346.67	1,539,796.67
2023	9,356,800.00	(9,356,800.00)	700,000.00	3.00%	260,400.00	249,900.00	1,210,300.00	1,210,300.00
2024	<u>9,393,000.00</u>	(9,393,000.00)	645,000.00	3.00%	249,900.00	240,225.00	1,135,125.00	1,135,125.00
2025			650,000.00	3.00%	240,225.00	230,475.00	1,120,700.00	1,120,700.00
2026			650,000.00	3.00%	230,475.00	220,725.00	1,101,200.00	1,101,200.00
2027			665,000.00	3.00%	220,725.00	210,750.00	1,096,475.00	1,096,475.00
2028			955,000.00	3.00%	210,750.00	196,425.00	1,362,175.00	1,362,175.00
2029			955,000.00	3.00%	196,425.00	182,100.00	1,333,525.00	1,333,525.00
2030			960,000.00	3.00%	182,100.00	167,700.00	1,309,800.00	1,309,800.00
2031			985,000.00	3.00%	167,700.00	152,925.00	1,305,625.00	1,305,625.00
2032			1,555,000.00	3.00%	152,925.00	129,600.00	1,837,525.00	1,837,525.00
2033			1,635,000.00	3.00%	129,600.00	105,075.00	1,869,675.00	1,869,675.00
2034			1,675,000.00	3.00%	105,075.00	79,950.00	1,860,025.00	1,860,025.00
2035			1,725,000.00	3.00%	79,950.00	54,075.00	1,859,025.00	1,859,025.00
2036			1,775,000.00	3.00%	54,075.00	27,450.00	1,856,525.00	1,856,525.00
2037			1,830,000.00	3.00%	27,450.00	-	1,857,450.00	1,857,450.00
	<u>24,346,729.17</u>		<u>17,360,000</u>		<u>2,768,175.00</u>	<u>2,357,321.67</u>	<u>22,485,496.67</u>	<u>28,082,425.84</u>

CITY OF BOERNE, TEXAS

Summary Comparison

FISCAL YEAR 30-Sep	Original Tax Notes and Projected Refunding in 2017	Original Tax Notes and Current 2021 Projected Refunding to 2043	Original Tax Notes and Current 2021 Projected Refunding to 2037
2018	1,067,204.17	1,067,204.17	1,067,204.17
2019	1,027,300.00	1,027,300.00	1,027,300.00
2020	1,170,275.00	1,170,275.00	1,170,275.00
2021	1,162,700.00	1,162,700.00	1,162,700.00
2022	1,169,450.00	1,540,970.00	1,539,796.67
2023	935,325.00	1,211,950.00	1,210,300.00
2024	1,124,775.00	1,136,775.00	1,135,125.00
2025	1,129,475.00	1,122,350.00	1,120,700.00
2026	1,123,537.50	1,102,850.00	1,101,200.00
2027	1,126,962.50	1,098,125.00	1,096,475.00
2028	1,129,537.50	1,363,825.00	1,362,175.00
2029	1,116,581.25	1,335,175.00	1,333,525.00
2030	1,083,837.50	1,311,450.00	1,309,800.00
2031	1,076,200.00	1,307,275.00	1,305,625.00
2032	1,552,618.75	1,839,175.00	1,837,525.00
2033	1,518,200.00	1,871,325.00	1,869,675.00
2034	2,207,843.75	817,575.00	1,860,025.00
2035	1,940,906.25	818,825.00	1,859,025.00
2036	1,878,218.75	814,550.00	1,856,525.00
2037	1,595,312.50	814,750.00	1,857,450.00
2038	1,542,187.50	819,275.00	
2039	1,489,062.50	818,125.00	
2040	1,435,937.50	816,375.00	
2041	1,382,812.50	818,950.00	
2042	1,329,687.50	815,850.00	
2043	1,276,562.50	817,075.00	
	34,592,510.42	28,840,074.17	28,082,425.84

Market Information



Contact Information

San Antonio

1020 NE Loop 410, Suite 640
San Antonio, TX 78209
(210) 832-9760
Toll-free (877)340-1371

ORDINANCE NO. 2021-36

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021"; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL BID FORM, AND AN ESCROW DEPOSIT LETTER; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY'S FINANCIAL ADVISORS; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE CITY COUNCIL AND CITY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *City Council*) of the City of Boerne, Texas (the *City*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate original principal amount of \$25,200,000, being the obligations set forth on Schedule I hereto which is incorporated by reference for all purposes to this ordinance (the *Refunded Obligations*); and

WHEREAS, the City Council intends to issue an aggregate principal amount of \$ in general obligation refunding bonds the proceeds of which will be utilized to provide for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the general obligation refunding bonds; and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (the *Act*), the City Council is authorized to issue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Act permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent which is not the depository bank of the City; and

WHEREAS, when firm banking arrangements have been made for the payment of principal of and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the City for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, Regions Bank, Houston, Texas currently serves as the paying agent for the 2014 Refunded Obligations as disclosed in Schedule I hereto and Zions Bancorporation, National Association, Houston, Texas currently serves as the paying agent for the 2017 Refunded Obligations as disclosed in Schedule I hereto; and

WHEREAS, Zions Bancorporation, National Association, Houston, Texas, which is not a depository bank of the City, is hereby appointed as the Escrow Agent (hereinafter defined) and Paying Agent/Registrar (hereinafter defined) for the general obligation refunding bonds; and

WHEREAS, the City Council also hereby finds and determines that the Refunded Obligations are scheduled to mature or are subject to being redeemed, not more than twenty (20) years from the date of the general obligation refunding bonds herein authorized and being issued to realize debt service savings, and such refunding will result in a net present value savings of \$____ and a gross savings of \$____, including the City's cash contribution of \$____; and

WHEREAS, the City Council hereby finds and determines that the issuance of the general obligation refunding bonds for the purpose of refunding the Refunded Obligations is in the best interests of the residents of the City.

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of ____ AND NO/100 DOLLARS (\$ ____), to be designated and bear the title of "CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021" (the *Bonds*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1207, as amended, Texas Government Code, this ordinance adopted by the City Council on October 26, 2021, and the City's Home Rule Charter.

As authorized by the Act, each Authorized Official (hereinafter defined) is hereby authorized, appointed, and designated as the officials of the City authorized to individually act on behalf of the City in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Ordinance, including the approval of the aggregate principal amount of each maturity of the Bonds, the dated date, the redemption provisions therefor, the rate of interest to be borne on the principal amount of each such maturity, and the Authorized Officials can determine to sell the Bonds by private placement, competitive bid, or by negotiated sale (and if by negotiated sale, the selection of the Purchasers (defined herein)) based upon the advice of the City's financial advisors. Each Authorized Official, acting for and on behalf of the City, is authorized to execute the Approval Certificate attached hereto as Schedule II. The Bonds shall be issued in the original principal amount not to exceed \$25,200,000; the maximum maturity of the Bonds will be September 1, 2043; the true interest rate (federal arbitrage yield) shall not exceed a rate greater than 5.00% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code; and the net present value debt service benefit shall be at least \$1.00, taking into account any City cash contribution and costs of issuance. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the City to the Purchasers in accordance with the provisions of the Act. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Ordinance to reflect such final terms applicable to the Bonds.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Dated Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated December 1, 2021 (the *Dated Date*), and shall be in denominations of \$5,000 or any integral multiple thereof, and the Bonds shall be lettered “R” and numbered consecutively from One (1) upward, and principal shall become due and payable on March 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Dated Date (hereinafter defined) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the per annum rates, while Outstanding (hereinafter defined), in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates</u>
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		

Years of
Stated Maturity
2041
2042
2043

Principal
Amounts (\$)

Interest
Rates
(%)

The Bonds shall bear interest on the unpaid principal amounts from the Dated Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on March 1 and September 1 (each, an *Interest Payment Date*) of each year, commencing March 1, 2022, while the Bonds are Outstanding.

SECTION 3. Payment of Bonds - Paying Agent/Registrar.

The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of Zions Bancorporation, National Association, Houston, Texas (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

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

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

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

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

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

C. Mandatory Redemption of Bonds.

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

Term Bonds
Stated to Mature
March 1, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	
20__	
20__	
20__*	

*Payable at Stated Maturity.

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

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

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

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

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial

publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

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

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

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

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

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

SECTION 6. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, transfer, or exchange of the Bonds shall at all times be kept and maintained by the City at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security

Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

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

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

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

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7. Initial Bond. The Bonds herein authorized shall be initially issued as either (i) a single fully registered Bond in the aggregate principal amount of \$ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the Initial Bond), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts bearing applicable interest rates, and shall be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

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

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

[The remainder of this page intentionally left blank.]

B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Kendall CITY
OF BOERNE, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2021

Dated Date: December 1, 2021 Interest Rate: Stated Maturity: CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The City of Boerne, Texas (the *City*), a body corporate and a municipal corporation in the County of Kendall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Dated Date or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 (each, an *Interest Payment Date*) of each year, commencing March 1, 2022.

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

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (*the Bonds*) pursuant to an ordinance adopted by the governing body of the City (*the Ordinance*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, under and in strict conformity with the laws of the State of Texas, including Chapter 1207, as amended, Texas Government Code, and the City's Home Rule Charter.

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

Term Bonds
Stated to Mature
March 1, 20____

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	
20__	
20__	
20__ *	

*Payable at Stated Maturity.

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

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

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

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

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

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

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due

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

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

[The remainder of this page intentionally left blank.]

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

CITY OF BOERNE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

[The remainder of this page intentionally left blank.]

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

THE STATE OF TEXAS

§
§
§
§

REGISTER NO. _____

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

* Note to Printer: Do Not Print on Definitive Bonds

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

Registered this
date:

Zions Bancorporation, National Association,
Houston, Texas, as Paying Agent/Registrar

By: _____
Authorized Signature

* Note to Printer: Print on Definitive Bonds

E. Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

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

Signature guaranteed:

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

- (i) immediately under the name of the Bond the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

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

Years of
Stated Maturity

Principal
Amounts (\$)

Interest
Rates
(%)

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

and to pay interest on the unpaid Principal Amount hereof from the Dated Date or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 (each, an *Interest Payment Date*) of each year, commencing March 1, 2022.

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

[END OF FORMS]

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

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 21 and 38 of this Ordinance have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

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

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

C. The term *Bonds* shall mean the \$_____ "CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021" authorized by this Ordinance.

D. The term *City* or the *Issuer* shall mean City of Boerne, located in the County of Kendall, Texas and, where appropriate, the City Council of the City.

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

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

G. The term *Depository* shall mean an official depository bank of the City.

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

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

J. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being March 1 and September 1 of each year, commencing March 1, 2022. while any of the Bonds remain Outstanding.

K. The term *Ordinance* shall mean this ordinance adopted by the City Council of the City on October 26, 2021.

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

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

(2) those Bonds for which payment has been duly provided by the City in accordance with the provisions of Section 23 of this Ordinance; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 18 of this Ordinance.

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

SECTION 10. Bond Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 INTEREST AND SINKING FUND" (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 21. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Ordinance, at the option of the City, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage

Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in such fund shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

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

SECTION 12. Deposits to Bond Fund; Surplus Bond Proceeds. The City hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest received from the Purchasers of the Bonds, along with any taxes collected pertaining to the Refunded Obligations, after the Closing Date, shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 13. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 14. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Bond Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

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

SECTION 15. Notices to Holders; Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

SECTION 16. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 17. Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 18. Sale of Bonds – Authorization of Official Bid Form – Approval of the Official Statement – Use of Bond Proceeds. The Bonds authorized by this Ordinance are hereby sold by the City to _____, _____, _____, as the authorized representative of a group of purchasers at a competitive sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of an Official Bid Form (the *Official Bid Form*), dated November 16, 2021, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a [net] reoffering premium of \$ _____ including the Purchasers' compensation), and accrued interest of \$ _____ and is hereby approved and confirmed. The Initial Bond shall be registered in the name of _____. It is hereby officially found, determined, and declared that the Purchasers are the highest bidder for the Bonds whose bid, received as a result of invitations for competitive bids in compliance with applicable law, produced the lowest true interest cost to the City. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the City. Any Authorized Official is hereby authorized and directed to execute the Official Bid Form for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Official Bid Form, the City Council hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Official Bid Form are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Official Bid Form.

Furthermore, the City hereby ratifies, confirms, and approves in all respects (i) the City's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Official Notice of Sale, Official Bid Form, and Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale referenced in the Official Bid Form (together with such changes approved by any Authorized

Official, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated November 16, 2021 in the reoffering, sale and delivery of the Bonds to the public. The Mayor, Mayor Pro Tem, and/or City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

SECTION 19. Escrow Agreement Approval and Execution; Proceeds of Sale; Contribution by City. The Escrow Deposit Letter dated as of October 26, 2021 to be effective upon the initial delivery of the Bonds to the Purchasers (the *Agreement*) between the City and Zions Bancorporation, National Association, Houston, Texas (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by any Authorized Official on behalf of the City and as the act and deed of this City Council; and such Agreement as executed by said officials shall be deemed approved by the City Council and constitute the Agreement herein approved.

Furthermore, any Authorized Official, or any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities, if any, referenced in the Agreement and the initial delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series", if any, for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Ordinance, and the Agreement.

Immediately following the delivery of the Bonds, the proceeds of sale along with a cash contribution, if any, from the City (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance and deposited with the place of payment (of the Refunded Obligations) in an account in the name of the City and applied for the purposes of providing for the payment of the costs and expenses incurred in connection therewith or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from the Authorized Officials.

SECTION 20. Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par, premium, if any, and accrued interest to the date of redemption. The Mayor

or the City Secretary shall give written notice to the paying agent/registrars for the Refunded Obligations and the Escrow Agent that the Refunded Obligations have been called for redemption, and the City Council orders that such obligations are called for redemption on the date set forth on Schedule I attached to this Ordinance, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. Copies of the notices of redemption pertaining to the Refunded Obligations are attached to this Ordinance as Exhibit D and are incorporated herein by reference for all purposes. The paying agent for the Refunded Obligations is authorized and instructed to provide notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the ordinances authorizing the issuance of the Refunded Obligations.

SECTION 21. Covenants to Maintain Tax-Exempt Status.

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

Closing Date means the date of physical delivery of the Initial Bonds in exchange for the payment in full by the Purchasers.

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

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

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

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

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

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

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

Yield of

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

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

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

C. No Private Use or Private Payments. Except to the extent it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

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

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

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

improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

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

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

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

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

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

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

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

made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

J. Bonds Not Hedge Bonds.

(1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.

(2) Not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Qualified Current Refunding. The Bonds are issued, in part, to refund the Refunded Obligations, and the Bonds will be issued, and certain proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Bonds, the City has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The City has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations. Accordingly, the City expects to invest the Bond proceeds to be used to refund the Refunded Obligations without regard to Yield restrictions.

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

SECTION 22. Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers.

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

SECTION 23. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. To the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 21 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated

Maturity of the Bonds or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

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

SECTION 24. Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 25. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27. Ordinance a Contract; Amendments - Outstanding Bonds. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, shall be binding on the City and its successors and assigns, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided; however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms

of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 28. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 29. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 30. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 31. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 32. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 33. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 34. Authorization of Paying Agent/Registrar Agreement. The City Council of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 35. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 36. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any

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

SECTION 37. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 38. Continuing Disclosure Undertaking.

A. Definitions.

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

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

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

MSRB means the Municipal Securities Rulemaking Board.

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

SEC means the United States Securities and Exchange Commission.

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

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2021, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 18 of this Ordinance, being the information described in Exhibit E hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles

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

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

C. Notice of Certain Events.

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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

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

D. Limitations, Disclaimers, and Amendments.

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

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does

not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

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

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

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

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the “Policies and Procedures”), attached hereto as Exhibit G, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 39. Book-Entry Only System.

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

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

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

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

SECTION 40. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Official Bid Form, the Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the

instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42. Contract with Financial Advisor. The City Council authorized any Authorized Official, or their designee thereof, to take all actions necessary to execute any necessary financial advisory contract with SAMCO Capital Markets, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds.

SECTION 43. Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to the Act, and any other applicable law, the City Council hereby delegates to the City Manager the authority to independently select the counterparty to the Paying Agent/Registrar Agreement, the Agreement, any agreement with any rating agency, open market securities bidding agent, verification agent, securities depository, or any other contract that is determined by such identified City official, the City's Financial Advisor, or the City's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the Ancillary Bond Contracts) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the City. The City Council has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts..

SECTION 44. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED, APPROVED AND ADOPTED on the 26th day of October, 2021.

CITY OF BOERNE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO SCHEDULE AND EXHIBITS

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SCHEDULE I

Refunded Obligations

1. "City of Boerne, Texas General Obligation Refunding Bonds, Series 2014", dated November 1, 2014, in the original principal amount of \$9,560,000 stated to mature on March 1 in each of the years 2023 through 2031 in the aggregate principal amount of \$6,820,000, to be redeemed on March 1, 2022 (*2014 Refunded Obligations*); and
2. "City of Boerne, Texas Tax Notes, Series 2017", dated August 1, 2017, in the original principal amount of \$21,835,000 stated to mature on March 1 in each of the years 2023 and 2024, in the aggregate principal amount of \$18,380,000, to be redeemed on March 1, 2022 (*2017 Refunded Obligations* and, together with the 2014 Refunded Obligations, the *Refunded Obligations*).

EXHIBIT A

**Paying Agent/Registrar
Agreement**

See Tab No. 4

EXHIBIT B
Official Bid Form

See Tab No. 9

EXHIBIT C

Escrow Deposit Letter

See Tab No. 5

EXHIBIT D

Notices of Redemption

See Tab No. 24

EXHIBIT E

Description of Annual Financial Information

The following information is referred to in Section 38 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the City attached to the Official Statement as Appendix C, but for the most recently concluded fiscal year.

(2) All quantitative financial information and operating data of the general type included in the Official Statement. Specifically, the information is of the type included in Appendix A to the Official Statement, exclusive of the table reflecting "Direct and Estimated Overlapping Funded Debt Payable from Ad Valorem Taxes."

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT F

DTC Letter of Representations

See Tab No. 6

EXHIBIT G

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Ordinance. “Bonds” refer to the Bonds that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the “Effective Date”), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City’s compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the “Rule Amendment”) and has accommodated this amendment by adding paragraphs (15) and (16) to Section 38C of the Ordinance, which provisions are a part of the Undertaking.

IV. The City is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the “Policies and Procedures”) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City’s obligations under the Rule, the advice from and discussions with the City’s internal senior staff (including staff charged with administering the City’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the “Compliance Team”):

1. the City Manager and the Director of Finance of the City (each, a “Compliance Officer”) shall be responsible for satisfying the City’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City’s information of the type described in Section 38B of the Ordinance;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 38C of the Ordinance;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.

October 26, 2021

Ms. Theresia Goetz
Cash and Securities Management Division
Bond Registration Division
Texas Comptroller of Public Accounts
Thomas Jefferson Rusk Building
208 East 10th Street, 2nd Floor, Room 232
Austin, Texas 78701-2407

Re: City of Boerne, Texas General Obligation Refunding Bonds, Series 2021 (the
“Obligations”)

Dear Ms. Goetz:

The initial Obligation prepared in connection with the captioned financing will be delivered to you by the Attorney General, when approved by him. We request that you register the initial Obligation on behalf of the Issuer and, when so registered, mail it, along with the approving opinions of the Attorney General, together with the Comptroller’s registration certificates, directly to the offices of Norton Rose Fulbright US LLP, 98 San Jacinto Blvd., Suite 1100, Austin, Texas 78701, Attn: Stephanie Leibe.

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Thank you for your assistance in this matter.

Very truly yours,

Mayor, City of Boerne, Texas

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of October 26, 2021 (this *Agreement*) is between the City of Boerne, Texas (the *Issuer*) and Zions Bancorporation, National Association, Houston, Texas, a national banking association duly organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the *Bank*).

RECITALS OF THE ISSUER

The Issuer has duly authorized and provided for the issuance of its “CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021” (the *Securities*), dated December 1, 2021, in the aggregate principal amount of \$_____ to be issued as registered securities without coupons;

All things necessary to make the Securities the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof;

The Issuer is desirous that the Bank act as the Paying Agent of the Issuer in paying the principal, premium (if any) and interest on the Securities, in accordance with the terms thereof, and that the Bank act as Registrar for the Securities;

The Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Securities in order to pay, when due, the principal, premium (if any), and interest on all or any of the Securities to the Holders of the Securities, all in accordance with this Agreement and the Ordinance (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities.

The Bank hereby accepts its appointment, and agrees to act, as the Paying Agent and the Registrar.

Section 1.02 Compensation.

As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A hereto; provided, however,

notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code or Section 2274.001(a)(2) of the Texas Government Code. The Issuer covenants to provide notice to the Bank upon any change in the Issuer's Fiscal Year within ten (10) business days of the governing body of the Issuer's decision to change the Fiscal Year of the Issuer.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

Acceleration Date of any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated, to the extent permitted by law, pursuant to the terms of the Security.

Bank Office means the corporate trust office of the Bank set forth on the signature page of this agreement. The Bank will notify the Issuer, in writing, of any change in location of the Bank Office.

Fiscal Year means the fiscal year of the Issuer, which currently begins on October 1 and ends on September 30 of each year.

Holder and *Security Holder* each means a Person in whose name a Security is registered in the Security Register.

Issuer Request and *Issuer Order* each means a written request or order signed in the name of the Issuer by the Mayor of the City Council or the City Secretary of the Issuer or the City Manager and delivered to the Bank.

Legal Holiday means a day on which the Bank is required or authorized to be closed.

Ordinance means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer, and delivered to the Bank.

Person means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

Predecessor Securities of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purpose of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

Record Date means the Record Date as defined in the Ordinance.

Redemption Date when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

Responsible Officer when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

Securities means the securities defined in the recital paragraphs herein.

Security Register means a register maintained by the Bank on behalf of the Issuer providing for the registration of Securities and of transfers of Securities.

Stated Maturity means the date specified in the Ordinance as the fixed date on which the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions.

The terms “Bank”, “Issuer”, and “Securities” have the meanings assigned to them in the opening paragraph of this Agreement or in the recitals of the Issuer.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

Section 2.03 Construction of Terms.

If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due. The Bank shall compute the amount of interest to be paid each Holder, and shall prepare and send a check in the amount by United States mail (first class postage prepaid) on or prior to each interest payment date, to the Holder of each Security (or Predecessor Securities) whose name appears in the Security Register on the Record Date. Such checks shall be mailed in such manner to such Holder at the address for each such Holder appearing on the Security Register, or shall be transmitted to such Holder on each interest payment date by such other method acceptable to the Bank, requested in writing by, and at the risk and expense of the Holder.

Section 3.02 Payment Dates.

The Issuer hereby instructs the Bank to pay the principal and interest on the Securities at the dates specified in the Ordinance. The Issuer agrees to transfer or to cause to be transferred, in immediately available funds, to the Bank to pay principal and/or interest, either or both, by no later than 4:00 p.m. on the business day immediately preceding the payment dates.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of and interest on each Security when due, by computing the amount of interest to be paid each Holder, preparing the checks and mailing the checks on the payment date, to the Holders of the Securities on the Record Date, addressed to their address appearing on the Security Register.

ARTICLE FOUR REGISTRAR

Section 4.01 Transfer and Exchange.

The Issuer shall keep at the Bank Office a register (the *Security Register*) in which, subject to such reasonable written regulations as the Issuer may prescribe (which regulations shall be furnished to the Bank herewith or subsequent hereto by Issuer Order), the Issuer shall provide for the registration of the Securities and for transfers of Securities. The Bank is hereby appointed Registrar for the purpose of registering Securities and transfers of Securities as herein provided. The Bank agrees to maintain the Security Register while it is Registrar.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof, or his agent, duly authorized in writing.

As a condition to effecting a re-registration, transfer or exchange of the Securities, the Registrar may request any supporting documentation it feels necessary to effect a re-registration,

transfer or exchange of the Securities. To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof shall be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled and exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates.

The Issuer shall provide the Registrar with an adequate inventory of Securities certificates to facilitate transfers. The Bank covenants that it will maintain the Securities certificates in safekeeping and will use reasonable care in maintaining such Securities certificates in safekeeping, which shall not be less than the level of care it maintains for debt securities of other political subdivisions or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03 Form of Security Register.

The Bank as Registrar will maintain the records of the Security Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of any required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order, or as required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order, provided such subpoena, court order or lawful request does not prevent the Bank from providing such notice.

Section 4.05 Return of Canceled Securities.

The Bank will destroy all canceled Securities pursuant to the Securities Exchange Act of 1934.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities Certificates.

The Issuer hereby instructs the Bank to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost or stolen Securities certificates as long as the same does not result in an over-issuance.

The Bank will issue and deliver a new Security certificate in exchange for a mutilated Security certificate surrendered to it. The Bank will issue a new Security certificate in lieu of a Security certificate for which it received written representation from the Holder that the certificate representing such Security is destroyed, lost, or stolen, without the surrender or production of the original certificate. The Bank will pay on behalf of the Issuer the unpaid principal and premium, if any, of a Security at the Stated Maturity or on the Redemption Date or Acceleration Date, for which it receives written representation that the certificate representing such Security is destroyed, lost, or stolen without the surrender or production of the original certificate.

The Bank will not issue a replacement Security certificate or pay such replacement Security certificate unless there is delivered to the Bank such security or indemnity as it may require (which may be by the Bank's Blanket Lost Original Instrument Bond or similar certifications that may be required by the Bank) to save both the Bank and the Issuer harmless.

On satisfaction of the Bank and the Issuer that a Security certificate has been mutilated, destroyed, lost or stolen, the certificate number on the mutilated, destroyed, lost or stolen Security certificate will be canceled with a notation that it has been mutilated, destroyed, lost or stolen and a new Security certificate will be issued of the same series and of like tenor and principal amount bearing a number (according to the Security Register) not contemporaneously outstanding.

The Bank may charge the Holder the Bank's fees and expenses in connection with issuing a new Security certificate in lieu of or exchange for a mutilated, destroyed, lost, or stolen Security certificate.

The Issuer hereby accepts the Bank's insurance policy, surety, or other form of security from time to time maintained thereby that secures lost, stolen, or destroyed certificates that the Bank may arrange; and agrees that the coverage under any such form of security is acceptable to it and meets the Issuer's requirements as to security or indemnity therefor. The Bank need not notify the Issuer of any changes in the security or other company giving such security or the terms of such form of security. At any time the Bank is customarily open for business, the applicable form of security then utilized for the purpose of lost, stolen, or destroyed certificates by the Bank shall be available for inspection by the Issuer on request. The Issuer hereby accepts the Bank's indemnity to replace the Security certificates destroyed or lost while in the possession or under the control of the Bank.

Section 4.07 Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01 and Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank.

The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel, or other agent. The Bank may act on a facsimile or email transmission of the closing memorandum acknowledged by the financial advisor, bond counsel, or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer. The Bank may act on any order, request, approval or other authority relating to the Securities which is provided by the Issuer through a facsimile or e-mail transmission without the necessity of obtaining an original or executed copy of any such authority.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03 Recitals of Issuer.

The recitals contained herein and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar or any other agent, provided that such dealings do not result in a breach of any duties or agreements imposed by this Agreement.

Section 5.05 Money Held by Bank.

A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

Section 5.06 Indemnification.

The Issuer agrees, to the extent it legally may, to indemnify the Bank (including its directors, officers and employees) for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Bank or the termination of this Agreement.

Section 5.07 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit, in either a Federal or State District Court located in the State of Texas and County or Counties where either the Bank (Texas offices only) or the Issuer is located, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming interest herein.

Section 5.08 Depository Trust Company.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, promulgated from time to time by The Depository Trust Company, which establishes requirements for securities to be eligible for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns; Merger, Conversion, Consolidation or Succession.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Security shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Security so registered with the same effect as if such successor Bank had itself registered such Security.

Section 6.06 Severability.

In case any provision herein, or application thereof, shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or applications shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08 Entire Agreement.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar for the Securities, and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Termination.

This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal of, and premium, if any, and interest on the Securities.

This Agreement may be earlier terminated upon 60 days written notice by either party; provided, however, that this Agreement may not be terminated (i) by the Bank until a successor Paying Agent/Registrar that is a national or state banking institution and a corporation or association organized and existing under the laws of the United States of America or of any state which possesses trust powers and is subject to supervision or examination by a federal or state

regulatory agency has been appointed by the Issuer and has accepted such appointment, or (ii) at any time during which such termination might, in the judgment of the Issuer, disrupt, delay, or otherwise adversely affect the payment of the principal, premium, if any, or interest on the Securities. Prior to terminating this Agreement, the Issuer may reasonably require the Bank to show that such termination will not occur during a period described in (ii) above.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited (S.B. 252 85th Texas Legislature).

The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.12 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BOERNE, TEXAS

By: _____
Title: City Manager
Address: 447 North Main Street
Boerne, Texas 78006

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Paying Agent/Registrar

By: _____

Title: _____

Address: Amegy Bank Division
1801 Main Street, Suite 400
Houston, Texas 77002

Annex A

Paying Agent/Registrar Fee Schedule

**CITY OF BOERNE, TEXAS
447 NORTH MAIN STREET
BOERNE, TEXAS 78006**

October 26, 2021

Ms. Charmaine Hunter
Zions Bancorporation, National Association
1801 Main Street, Suite 400
Houston, Texas 77002

Mr. Doug Milner
Regions Bank
3773 Richmond Ave, Suite 1100
Houston, Texas 77046

Re: City of Boerne, Texas General Obligation Refunding Bonds, Series 2021 (the *Bonds*)

Dear Ms. Hunter and Mr. Milner:

Regions Bank, Houston, Texas, currently serves as the Paying Agent (the *2014 Refunded Paying Agent*) for obligations designated as “City of Boerne, Texas General Obligation Refunding Bonds, Series 2014” currently outstanding in the amount of \$6,820,000 (the *2014 Refunded Obligations*) and Zions Bancorporation, National Association, Houston, Texas, currently serves as the Paying Agent (the *2017 Refunded Paying Agent*) for obligations designated as “City of Boerne, Texas Tax Notes, Series 2017” currently outstanding in the amount of \$18,380,000 (the *2017 Refunded Obligations*); and, together with the 2014 Refunded Obligations, the *Refunded Obligations*).

Zions Bancorporation, National Association, Houston, Texas, has been designated as the Paying Agent/Registrar (the *Bank*), and as the Escrow Agent (the *Escrow Agent*) for the captioned financing.

The Refunded Obligations will be redeemed on March 1, 2022 (the *Redemption Date*), with certain proceeds of the Bonds, which are scheduled to be delivered in exchange for the purchase price therefor on December 15, 2021 (the *Closing Date*). The issuer of the Bonds is the City of Boerne, Texas. At 9:00 a.m., Central Time, on the Closing Date, the members of the City Council (the *City Council*) of the City (the *Issuer*) will receive or transfer (or cause to be transferred) the following funds:

1. \$ _____ (representing an amount equal to the principal amount of the Bonds of \$_____.00, plus a [net] reoffering premium of \$ _____, less the Purchasers’ discount of \$ _____), and accrued interest of \$ _____, will be deposited by the initial purchasers of the Bonds with the Bank by federal funds wire transfer to ABA No. _____, Account No. _____, Account Name: City of Boerne, Texas General Obligation Refunding Bonds, Series 2021, Attn: Ms. Charmaine Hunter at (713) 232-6017; and
2. \$ _____ representing lawfully available funds of the Issuer will be deposited by the Issuer with the Bank by federal funds wire transfer to ABA No. _____, Account

No. _____, Account Name: City of Boerne, Texas General Obligation Refunding Bonds, Series 2021, Attn: Ms. Charmaine Hunter at (713) 232-6017.

Upon receipt from the Bank on the Closing Date, the Escrow Agent agrees to hold \$ _____ in a segregated, collateralized, trust account (the *Escrow Fund*). Such amount shall be collateralized only with, and, if invested, in whole or in part, shall be invested upon the direction of the City Council and only in securities or obligations specified in Section 1207.062(b)(1), as amended, Texas Government Code (the *Escrow Securities*), which may be in book-entry form; any uninvested funds shall be continuously collateralized with securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for public funds to the extent such money is not insured by the Federal Deposit Insurance Corporation. The principal, premium, if any, and accrued interest on the Refunded Obligations to the Redemption Date is \$ _____. The Issuer intends that this deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations as required by the provisions of the laws of the State of Texas. Capitalized terms used herein and not defined shall have the meanings assigned in the Ordinance adopted by the City Council of the Issuer on October 26, 2021 (the *Ordinance*) which authorized the issuance of the Bonds.

The Issuer agrees to pay the Escrow Agent a reasonable fee for its services under this Agreement, which fee may be fixed by a separate agreement, but the agreement herein to pay such reasonable fee is deemed and confessed to be full and valid consideration to the Escrow Agent for its services hereunder. The Escrow Agent agrees that the fee for this Agreement shall be \$ _____. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services as Escrow Agent, or in any other capacity, or for any reimbursement for any of such expenses. Notwithstanding the foregoing, and notwithstanding anything else herein to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code or Section 2274.002(a)(2) of the Texas Government Code.

The Escrow Agent shall act only in the capacity of an Escrow Agent and shall be responsible and liable solely for a faithful account of the funds and any earnings thereon. The Escrow Agent assumes no liability except as expressed in this Agreement and in the observance of due diligence in accordance with ordinary business practices. No provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. Absent its negligence or willful misconduct, the Escrow Agent shall not be liable for any act or omission hereunder.

The Issuer also agrees to pay all Paying Agent fees and expenses, if any, relating to the Refunded Obligations until stated maturity or redemption, and the Paying Agent hereby covenants and agrees that it will continue to provide these services for the life of the Refunded Obligations with the remedy for nonpayment being solely an action by the Paying Agent against the City Council for amounts owing under the Paying Agent contract.

The Issuer may terminate this Agreement with the Escrow Agent by giving the Escrow Agent (a) 30 days written notice of termination and (b) an executed copy of an agreement with a successor escrow agent (which agent is qualified under Chapter 1207, as amended, Texas Government Code) of the Issuer's choosing which provides that the funds shall be transferred and held by the successor escrow agent on terms and conditions substantially the same as herein provided. In addition, upon disbursement of all of the funds this Agreement shall terminate and the Escrow Agent shall provide the Issuer with a final accounting of all of the funds disbursed from the Escrow Fund.

The Escrow Agent may consult with legal counsel in the event of a dispute or question as to the Escrow Agent's duties hereunder, and the Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the good faith, opinion and instruction of such counsel.

Should the Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement or the funds, in the absence of negligence or bad faith on the part of the Escrow Agent, the Issuer hereby binds and obligates itself to pay, to the extent permitted by law, the Escrow Agent in addition to any charge made hereunder for acting as the Escrow Agent, reasonable attorney's fees incurred by the Escrow Agent, and any other disbursements, expenses, losses, costs, and damages in connection with and resulting from such litigation. The Escrow Agent's right to indemnification shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a

fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement.

You are hereby directed to disburse, transfer or retain the funds deposited pursuant to this Agreement in the following manner:

1. \$ _____ which amount shall be internally transferred on the Closing Date by the Bank to the Escrow Agent and subsequently transferred by internal transfer to the 2017 Refunded Paying Agent, _____, _____, _____, ABA No. _____, Account No. _____, Attn: Attn: Ms. Charmaine Hunter at (713) 232-6017 for further credit to the “City of Boerne, Texas Tax Notes, Series 2017” to (i) redeem the principal amount of the 2017 Refunded Obligations in the amount of \$18,380,000.00, (ii) to pay a redemption premium of \$ _____, (iii) to pay accrued interest on the 2017 Refunded Obligations in the amount of \$ _____, and (iv) to pay fees owing to the 2017 Refunded Paying Agent, including a redemption notice fee of \$ _____, in connection with the 2017 Refunded Obligations;
2. \$ _____ which amount shall be wire transferred on the Closing Date to the 2014 Refunded Paying Agent, Regions Bank, Houston, Texas, ABA No. 121000248, Account No. _____, Attn: Attn: Mr. Doug Milner at (713) 244-8041 for further credit to the “City of Boerne, Texas General Obligation Refunding Bonds, Series 2014” to (i) redeem the principal amount of the 2014 Refunded Obligations in the amount of \$6,820,000.00, (ii) to pay a redemption premium of \$ _____, (iii) to pay accrued interest on the 2014 Refunded Obligations in the amount of \$ _____, and (iv) to pay fees owing to the 2014 Refunded Paying Agent, including a redemption notice fee of \$ _____, in connection with the 2014 Refunded Obligations;
3. \$ _____ shall be retained by the Bank on the Closing Date for fees due the Escrow Agent (\$ _____) and the first year’s fee as Paying Agent/Registrar (\$ _____) for the Bonds;
4. \$ _____, representing accrued interest on the Bonds in the amount of \$ _____, and additional proceeds in the amount of \$ _____.00, shall be deposited to the Bond Fund in accordance with the wiring instructions provided in the Closing Memorandum; and
5. \$ _____, representing certain costs of issuance of the Bonds, shall be wired by federal funds wire by the Bank on the Closing Date in accordance with the Closing Memorandum prepared by SAMCO Capital Markets, Inc., as Financial Advisor to the Issuer.

The Escrow Agent on March 2, 2022, or as soon as possible thereafter, shall submit a written statement to the Issuer that accounts for all investment earnings, if any, on the amounts deposited in the Escrow Fund and shall thereafter transfer such investment earnings to the Bond

Fund. Any amount remaining in the Escrow Fund after the transfer of the investment earnings to the Bond Fund shall be maintained in accordance with the laws of the State of Texas and any money remaining unclaimed by the holders of the Refunded Obligations for a period of three (3) years after March 1, 2022 shall be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Thank you for your assistance in this matter.

This Agreement is provided pursuant to the provisions of the Ordinance authorizing the issuance of the Bonds.

[The remainder of this page intentionally left blank.]

EXECUTED AND DELIVERED this 26th day of October, 2021.

CITY OF BOERNE, TEXAS

Mayor

This acknowledgment is provided for the benefit of the Attorney General of the State of Texas in his review and approval of the Bonds. The undersigned, as (a) paying agent under the Paying Agent/Registrar Agreement dated as of October 26, 2021 between the Issuer and the undersigned, acknowledges the (i) receipt of \$ _____ (representing an amount equal to the principal amount of the Bonds of \$_____.00, plus a [net] reoffering premium of \$ _____, less the purchaser's discount of \$ _____), and accrued interest of \$ _____, (ii) cash contribution from the City in the amount of \$ _____, and (iii) that it has applied such amounts in accordance with the closing instructions provided herein and (b) the Escrow Agent, acting through the authorized representative below, acknowledges receipt of this Escrow Deposit Letter and that it will apply such amounts in accordance with the terms provided herein. The Escrow Agent, acting through the authorized representative designated below, acknowledges receipt of the Ordinance and the ordinances authorizing the issuance of the Refunded Obligations.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

Dated: _____

By: _____

Name: _____

Title: _____

This acknowledgment is provided for the benefit of the Attorney General of the State of Texas in his review and approval of the Bonds. The undersigned, as paying agent for the 2017 Refunded Obligations, acting through the authorized representative below, acknowledges receipt of this Escrow Deposit Letter, the Ordinance, the Notices of Redemption or waiver thereof, and the ordinances authorizing the issuance of the Refunded Obligations and that it will apply such amounts in accordance with the terms provided herein. The Paying Agent acknowledges that the amount due for any paying agent fees owed in connection with the 2017 Refunded Obligations is \$_____. The Notices of Redemption have been or will be provided to the holders of the Refunded Obligations in the form and manner required by the provisions of the ordinances authorizing the issuance of the 2017 Refunded Obligations.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

Dated: _____

By: _____

Name: _____

Title: _____

This acknowledgment is provided for the benefit of the Attorney General of the State of Texas in his review and approval of the Bonds. The undersigned, as paying agent for the 2014 Refunded Obligations, acting through the authorized representative below, acknowledges receipt of this Escrow Deposit Letter, the Ordinance, the Notices of Redemption or waiver thereof, and the ordinances authorizing the issuance of the Refunded Obligations and that it will apply such amounts in accordance with the terms provided herein. The Paying Agent acknowledges that the amount due for any paying agent fees owed in connection with the 2014 Refunded Obligations is \$_____. The Notices of Redemption have been or will be provided to the holders of the Refunded Obligations in the form and manner required by the provisions of the ordinances authorizing the issuance of the 2014 Refunded Obligations.

REGIONS BANK

Dated: _____

By: _____

Name: _____

Title: _____

CERTIFICATE AS TO OFFICIAL STATEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF KENDALL	§
	§
CITY OF BOERNE	§

THE UNDERSIGNED HEREBY CERTIFY to the best of our knowledge and belief that:

1. The descriptions and statements of or pertaining to the City of Boerne, Texas (the *City*) contained in its Official Statement dated November 16, 2021 and any addenda, supplement, or amendment thereto relating to the “CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021”, in the aggregate principal amount of \$_____ (the *Obligations*), dated December 1, 2021, on the date of such Official Statement, on the date of sale and acceptance of the best bid for the Obligations, and on the date of initial delivery of the Obligations, were and are true and correct in all material respects.

2. Insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3. Insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the City, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable, and the City has no reason to believe that they are untrue in any material respect.

4. Appropriate officials of the City received copies of the Preliminary Official Statement and the Official Statement for the purpose of confirming that the information contained therein, insofar as the City and its officers (including its financial officers) are concerned, is accurate and complete.

5. Except as otherwise described in the Official Statement, there has been no material adverse change in the financial condition of the City since September 30, 2020, the date of the last financial statements of the City appearing in the Official Statement.

[The remainder of this page intentionally left blank.]

WITNESS OUR HANDS AND THE SEAL OF THE CITY OF BOERNE, TEXAS, on
this _____.

CITY OF BOERNE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

CERTIFICATE AS TO TAX EXEMPTION

The undersigned, being the duly chosen and qualified Mayor and City Manager of City of Boerne, Texas (the *City*), hereby certify with respect to the CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 in the aggregate principal amount of \$____.00 (the *Obligations*), as follows:

A. General.

(1) For all purposes of this certificate, unless otherwise defined, all defined terms herein shall have the same meaning given to them in the Ordinance authorizing the issuance of the Obligations and the Regulations (each as defined below).

(2) Pursuant to state law and the Ordinance authorizing the issuance of the Obligations, we, along with other officers of the City, are charged with the responsibility for issuing the Obligations.

(3) This certificate is made pursuant to Treasury Regulations Sections 1.141 through 1.150 (the *Regulations*), and sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended to the date hereof (the *Code*).

(4) This certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Obligations to and payment for the Obligations by the initial purchasers thereof, and, on the basis of such facts and estimates, the undersigned expects that the future events described herein will occur. To the best knowledge and belief of the undersigned, there are no other facts, estimates, or circumstances which would materially change the following statements, and the expectations hereinafter set forth are reasonable. The City covenants not to take any intentional acts or actions after the Closing Date of the Obligations to earn a Yield upon the investment of the proceeds materially higher than the Yield on the Obligations, except as provided herein, or take any other action or omit to take any action which would change the expectations of the City set forth herein.

(5) Terms used and not defined herein have the same meanings given to them in the Ordinance of the City (the *Ordinance*) adopted on October 26, 2021 (the *Sale Date*), authorizing the issuance of the Obligations, as evidenced in an approval certificate (the *Approval Certificate*). The Approval Certificate was executed by Authorized Official on _____, 2021.

(6) The City's employer identification number is 74-6000373.

B. Purpose and Size.

(1) The Obligations are being sold to _____, _____, _____, as the authorized representative of a group of underwriters at a competitive sale (the *Purchasers*) and are issued pursuant to the Ordinance to (i) provide funds sufficient to pay the principal of, interest on, and redemption premium, if any, of the City's obligations styled City of Boerne, Texas General Obligation Refunding Bonds, Series 2014", dated November 1,

2014, in the original principal amount of \$9,560,000 stated to mature on March 1 in each of the years 2023 through 2031 in the aggregate principal amount of \$6,820,000, to be redeemed on March 1, 2022 (*2014 Refunded Obligations*); and “City of Boerne, Texas Tax Notes, Series 2017”, dated August 1, 2017, in the original principal amount of \$21,835,000 stated to mature on March 1 in each of the years 2023 and 2024, in the aggregate principal amount of \$18,380,000, to be redeemed on March 1, 2022 (*2017 Refunded Obligations* and, together with the 2014 Refunded Obligations, the *Refunded Obligations*), and (ii) to pay the costs and expenses of issuing the Obligations.

(2) The projects financed with proceeds of the Refunded Obligations (the *Prior Projects*) have always been and are owned, operated, and maintained by the City; and the City has not contracted with any firm, company, or other person or entity to manage, operate, and/or maintain the Prior Projects for and on behalf of the City. The City does not expect to enter into any contract for the operation, maintenance, or management of the Prior Projects.

(3) There is not, and as of the date hereof, the City does not anticipate entering into, any lease, contract, or other understanding or arrangement with any person other than a state or local governmental unit, pursuant to which the City expects that proceeds of the Obligations or the Prior Projects, will be used in the trade or business of such person (including all activities of such person who are individuals).

(4) The City has and will, at all times prior to the last Stated Maturity of the Obligations,

(a) exclusively owned, operated, and possessed all property financed or refinanced, acquired, constructed, or improved with Gross Proceeds of the Obligations and not used or permitted the use of any property financed or refinanced, acquired, constructed, or improved with Gross Proceeds of the Obligations in any activity carried on by any person or entity (other than a state or local government), *unless* such use is merely as a member of the general public, or

(b) not directly or indirectly imposed or accepted any charge or other payment for use of Gross Proceeds of the Obligations or any property financed or refinanced, acquired, constructed, or improved with Gross Proceeds, other than a charge or other payment merely as a member of the general public or interest earned on Investments acquired with Gross Proceeds of the Obligations pending application for their intended purposes, either or both.

(5) The City has not and will not use Gross Proceeds of the Obligations to make or finance or refinance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property financed or refinanced, acquired, constructed, or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of Gross Proceeds or any property financed or refinanced, acquired, constructed, or improved with

Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(6) The City has decided to refund the Refunded Obligations in order to realize debt service savings.

(7) The Refunded Obligations will be redeemed or discharged at their earliest optional redemption date.

(8) The amounts received from the sale of the Obligations, when added to the amount expected to be received from the investment thereof, do not exceed the amounts required to pay the principal of, interest on, and redemption premium, if any, of the Refunded Obligations to the date of redemption, and the costs of offering and issuing the Obligations.

(9) No receipt from the sale of the Obligations or amounts received from the investment thereof will be used to pay the principal of or interest on any currently outstanding debt obligation of the City, other than the Obligations and the Refunded Obligations.

C. Source and Disbursement of Funds.

(1) The Purchasers sold the Obligations to the public for \$ _____. The Issuer has received as a result of the sale of the Obligations on the date hereof to the Purchasers an amount equal to \$ _____ (being the principal amount of the Obligations of \$ _____.00, plus a [net] reoffering premium of \$ _____, less a Purchasers' discount of \$ _____), plus accrued interest in the amount of \$ _____.

(2) The Purchasers, in the Issue Price Certificate attached hereto as Exhibit A, and the Municipal Advisor, in the Certificate of Municipal Advisor attached hereto as Exhibit B, have provided certifications to establish that the requirements of the special rule for competitive sales under Section 1.148-1(f)(2)(iii) of the Regulations were satisfied with respect to the Obligations. The City hereby identifies Section 1.148-1(f)(2)(iii) of the Regulations as the rule that applies to determine the issue price of the Obligations.

(3) The City has caused the deposit of the portion of the Issue Price allocable to the Obligations this day as follows:

<u>Description</u>	<u>Amount</u>
Deposit to Escrow Fund	\$ _____
Deposit to the Bond Fund (for accrued interest)	_____
Pay Costs of Issuing the Obligations (including Purchasers' Discount)	_____
TOTAL	\$ _____

(4) The City has contributed \$ _____ (the *City Contribution*) to accomplish the refunding of the Refunded Obligations. The City Contribution represents a portion of the funds currently on deposit in the interest and sinking fund related to the Refunded

Obligations and other lawfully available funds of the City and does not represent proceeds from any borrowings of the City. Such interest and sinking fund portion is a bona fide debt service fund established to achieve a proper matching of revenues and debt service on the Refunded Obligations. The City Contribution has been deposited and is hereby allocated to the Escrow Fund.

D. Temporary Periods.

The amount disbursed or set aside to pay costs of issuance of the Obligations will be so used within one month from the date hereof, will not be used to pay debt service on the Refunded Obligations, and may be invested without restriction as to Yield until expended as described herein.

E. Bond Fund.

(1) Pursuant to Section 11 of the Ordinance, the City will levy an ad valorem tax, within the limits prescribed by law, on all taxable property within the jurisdiction of the City to pay principal of and interest on the Obligation as such becomes due, and such tax has been pledged to the payment of the Obligations. Amounts collected from such tax for the payment of the principal of and interest on the Obligations are to be deposited to the credit of the "CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 INTEREST AND SINKING FUND" (the *Bond Fund*). The City may credit against its required deposits to the Bond Fund all amounts received from the investment of funds held therein. All money deposited in the Bond Fund will be used solely to pay the principal of and interest on the Obligations as the same becomes due and payable.

(2) Except for that portion of the Bond Fund, if any, consisting of deposits made to defease the Obligations, in whole or in part, the Bond Fund (i) was created primarily to achieve a proper matching of revenues and debt service with respect to the Obligations within each bond year, beginning on the Closing Date and ending on each anniversary of the Closing Date thereafter until the Obligations are no longer Outstanding and (ii) will be depleted at least once a year except possibly for a carry-over amount not greater than the larger of the preceding bond year's income from the investment thereof or one-twelfth of the debt service paid during the preceding bond year on the Obligations. All amounts deposited to the Bond Fund will be spent within 13 months of deposit, and all amounts received from investment of such fund will be deposited therein and will be expended within twelve months of receipt. Any amounts held in the Bond Fund during such periods are expected to be invested by the City without regard as to restriction of Yield. Any amounts held in the Bond Fund in excess of such amounts will be used as soon as possible to pay debt service on or to redeem the Obligations.

(3) All money deposited in the Bond Fund will be used solely to pay the principal of, and interest on, the Obligations as the same becomes due and payable, and there will be no other funds that will be so used or pledged or otherwise restricted so as to be available with reasonable certainty to be so used.

F. Escrow Fund.

(1) All the Proceeds of the Obligations and City Contribution deposited this day to the Escrow Fund will be held under an Escrow Deposit Letter dated as of October 26, 2021 (the *Escrow Agreement*) between the City and Zions Bancorporation, National Association, Houston, Texas, as escrow agent (the *Escrow Agent*) and will be held uninvested in cash and applied to the payment of principal of, interest on, and redemption premium, if any, of the Refunded Obligations on March 1, 2022.

(2) No other tax-exempt obligations payable from the City's taxes and other revenues were issued within 15 days of the sale date of the Obligations.

G. Qualified Current Refunding.

The Obligations are issued, in part, to refund the Refunded Obligations, and the Obligations will be issued, and certain proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Obligations, the City has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The City has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations.

H. No Transferred or Replacement Proceeds.

(1) All amounts received from the sale of the Refunded Obligations and from the investment of such amounts have been expended for the purposes for which such obligations were issued.

(2) The weighted average maturity of the Obligations is _____ years. The remaining weighted average maturity of the Refunded Obligations is _____ years. The weighted average maturity of the Obligations and the Refunded Obligations does not exceed 120% of the average reasonably expected economic life of the Prior Projects, determined pursuant to section 147(b) of the Code.

I. Yield, Rebate and Miscellaneous.

(1) The Yield on the Obligations is _____ percent calculated on the basis of the information provided in the Issue Price Certificate attached hereto as Exhibit A.

(2) At the time the Refunded Obligations were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of the Refunded Obligations within three years after the Refunded Obligations were issued. Not more than 50% of the proceeds of the Refunded Obligations was invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four (4) years or more.

(3) Unless the City has qualified for an exception to rebate pursuant to section 148(f)(4) of the Code, not less frequently than each Computation Date, the City has covenanted in the Ordinance to calculate or cause to be calculated by a nationally

recognized accounting, financial advisory firm or financial institution, in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder, the Rebate Amount. The City has covenanted in the Ordinance to maintain such calculations with the official transcript of the proceedings relating to the issuance of the Obligations until six years after the final Computation Date.

(4) The City has covenanted in the Ordinance to pay to the United States the amount described in the preceding paragraph of this Section, at the times, in the installments, to the place, in the manner, and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(5) The City has covenanted to account for the Gross Proceeds of the Obligations separately and apart from all other funds of the City from the date hereof.

(6) The City does not expect that the proceeds of the Obligations will be used in a manner that would cause the Obligations to be arbitrage bonds within the meaning of section 148 of the Code.

J. No Abusive Arbitrage Device.

(1) In connection with the issuance of the Obligations, the City has not employed any action which has the effect of overburdening the market for tax-exempt obligations by issuing more bonds, issuing bonds earlier, or allowing bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Obligations.

(2) In connection with the issuance of the Obligations, the City has not employed any action which has the effect of enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage.

K. Written Procedures. This certificate shall constitute written procedures and processes that require the City to insure that, after the Closing Date, the City is in compliance with the covenants and representations contained herein and the Code and Regulations related to the Obligations and for a period of three (3) years after the Obligations are paid in full will maintain records that show compliance with the covenants and representations contained herein and the Code and Regulations related to the Obligations. The City designates the following officer(s) to have primary responsibility for maintaining post-issuance compliance with the covenants and representations contained herein and the Code and Regulations related to the Obligations:

City Manager

and the following officer(s) shall maintain the records related thereto:

City Manager

Such officers may assign and delegate responsibilities to others as they deem necessary or appropriate.

L. Remedial Action/Voluntary Closing Agreement Program. If the City in complying with the terms and provisions the policies or guidelines set forth herein and the Code and Regulations related to the Obligations determines that the requirements of these policies and guidelines or the Code and Regulations related to the Obligations may have been violated, the City will make final determinations, if necessary with the assistance of its bond and tax counsel and financial advisors, and take appropriate actions related to such noncompliance including, if appropriate, any remedial action described under applicable Regulations or through the Tax Exempt Bonds Voluntary Closing Agreement Program.

[The remainder of this page intentionally left blank.]

Executed and delivered _____.

CITY OF BOERNE, TEXAS

Mayor

City Manager

EXHIBIT A

Issue Price Certificate

See Tab No. 15

EXHIBIT B

Certificate of Municipal Advisor

See Tab No. 18

GENERAL CERTIFICATE

THE STATE OF TEXAS	§
	§
COUNTY OF KENDALL	§
	§
CITY OF BOERNE	§

THE UNDERSIGNED HEREBY CERTIFY that:

1. The City Council of the City of Boerne, Texas (the *City*) has authorized the issuance of the “CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021”, dated December 1, 2021, in the aggregate principal amount of \$_____ (the *Obligations*) authorized by an ordinance passed and adopted on the 26th day of October, 2021 (the *Ordinance*) and an Approval Certificate executed by an Authorized Official on _____, 2021.

2. The total principal amount of outstanding indebtedness of the City, payable, in whole or in part, from taxes levied under and pursuant to Article XI, Section 5 of the Texas Constitution, including the Obligations (and excluding the Refunded Obligations), is as follows:

Outstanding Tax Obligations*	\$42,290,000.00
The Obligations	
Total Indebtedness	\$_____

*Excluding the Refunded Obligations

3. A schedule of indebtedness of the City payable, in whole or in part, from taxes (including the Obligations but excluding the Refunded Obligations) is attached hereto as Exhibit A and made a part of this certificate for all purposes.

4. A debt service requirement schedule for all outstanding general obligation indebtedness of the City, including the Obligations (excluding the Refunded Obligations), is attached hereto as Exhibit B and made a part of this certificate for all purposes.

5. The City is a duly incorporated home rule city, having more than 5,000 inhabitants, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of the City, which was amended with an election held on November 3, 2020. Certain election documents are attached hereto as Exhibit C and made a part of this certificate for all purposes.

6. The members of the City Council of the City are as follows:

Tim Handren	Mayor
Ty Wolosin	Mayor Pro Tem
Nina Woolard	Councilmember
Quinten Scott	Councilmember
Bryce Boddie	Councilmember
Joseph Macaluso	Councilmember

7. Ben Thatcher is the duly appointed, qualified, and acting City Manager of the City.

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WITNESS OUR HANDS AND THE SEAL OF THE CITY OF BOERNE, TEXAS, this
26th day of October, 2021.

CITY OF BOERNE, TEXAS

Mayor

City Secretary

(CITY SEAL)

EXHIBIT A

CURRENTLY OUTSTANDING INDEBTEDNESS PAYABLE FROM TAXES

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	General Obligation Refunding Bonds, Series 2014*	\$795,000.00
2.	General Obligation Refunding Bonds, Series 2016	14,150,000.00
3.	General Obligation Refunding Bonds, Series 2017	24,945,000.00
4.	Tax Notes, Series 2017*	790,000.00
5.	General Obligation Refunding Bonds, Series 2019	1,610,000.00
6.	The Bonds	<u>\$_____</u> .00
	TOTAL*	\$_____

*Excluding Refunded Obligations

EXHIBIT B
COMBINED DEBT SERVICE SCHEDULE

EXHIBIT C

HOME RULE CHARTER ELECTION PROCEEDINGS

EXHIBIT D

Additional Transcript Requirements
(Section 1202.008, as amended, Texas Government Code)

City of Boerne, Texas General Obligation Refunding Bonds, Series 2021

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Kendall
CITY OF BOERNE, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2021

<u>Dated Date:</u>	<u>Interest Rate:</u>	<u>Stated Maturity:</u>	<u>CUSIP NO:</u>
December 1, 2021	As shown below	As shown below	N/A

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

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

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

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

and to pay interest on the unpaid Principal Amount hereof from the Dated Date or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 (each, an *Interest Payment Date*) of each year, commencing March 1, 2022.

Principal of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender to Stated Maturity, while Outstanding, at the corporate trust office of Zions Bancorporation, National Association, Houston, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public

and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, under and in strict conformity with the laws of the State of Texas, including Chapter 1207, as amended, Texas Government Code, and the City's Home Rule Charter.

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

Term Bonds
Stated to Mature
March 1, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	
20__	
20__	
20__*	

*Payable at Stated Maturity.

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

As specified in the Ordinance, the Bonds having Stated Maturities on and after March 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on March 1, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating

thereto contained in the Ordinance. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

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

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

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

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

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other

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

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

[The remainder of this page intentionally left blank.]

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

CITY OF BOERNE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

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REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

THE STATE OF TEXAS

§
§
§
§

REGISTER NO. _____

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

ASSIGNMENT

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

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

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

Signature guaranteed:

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS	§
	§
COUNTY OF KENDALL	§
	§
CITY OF BOERNE	§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. On the 26th day of October, 2021, the City Council (the *City Council*) of the City of Boerne, Texas (the *City*) convened in regular session at its regular meeting place of the City (the *Meeting*), the duly constituted members of the City Council being as follows:

Tim Handren	Mayor
Ty Wolosin	Mayor Pro Tem
Nina Woolard	Councilmember
Quinten Scott	Councilmember
Bryce Boddie	Councilmember
Joseph Macaluso	Councilmember

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached ordinance (the *Ordinance*) entitled:

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021”; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL BID FORM, AND AN ESCROW DEPOSIT LETTER; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE CITY COUNCIL AND CITY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS AND PROVIDING AN EFFECTIVE DATE

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the Ordinance, a motion was made by _____ that the Ordinance be finally passed and adopted in accordance with the City’s Home Rule Charter. The motion was seconded by Councilmember _____ and carried by the following vote:

_____ voted "For" _____ voted "Against" _____ abstained

all as shown in the official Minutes of the City Council for the Meeting.

2. The attached Ordinance is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council of the City on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the City Council was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Ordinance would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Ordinance, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the City, this 26th day of October, 2021.

City Secretary
City of Boerne, Texas

(SEAL)

SIGNATURE AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS	§
	§
COUNTY OF KENDALL	§
	§
CITY OF BOERNE	§

THE UNDERSIGNED HEREBY CERTIFY that:

1. This certificate is executed and delivered with reference to the “CITY OF BOERNE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021”, dated December 1, 2021 (the *Bond Date*), in the aggregate original principal amount of \$_____ (the *Bonds*).

2. The Bonds have been duly and officially executed by the undersigned Mayor and City Secretary of the City of Boerne, Texas (the *City*) with their manual or facsimile signatures in the manner appearing hereon, and the undersigned Mayor and City Secretary hereby adopt and ratify their respective signatures in the manner appearing on each of the Bonds in manual or facsimile form, as the case may be, as their true, genuine, and official signatures.

3. On the Bond Date and on the date hereof, the undersigned were and are the duly chosen, qualified, and acting officers indicated therein and were and are authorized to execute the same.

4. The legally adopted, proper, and official corporate seal of the City is impressed, imprinted, or lithographed on all of the Bonds and is impressed on this certificate.

5. No litigation of any nature is now pending before any federal or state court, or administrative body, or to our knowledge threatened, seeking to restrain or enjoin the issuance or delivery of the Bonds or the levy and collection of taxes to pay the principal of and interest on the Bonds, or in any manner questioning the proceedings and authority under which the same is made or affecting the validity of the Bonds thereunder; and neither the corporate existence or boundaries of the City nor the right to hold office of any member of the governing body of the City or any other elected or appointed official of the City is being contested or otherwise questioned; and no authority or proceedings for the issuance of the Bonds have been repealed, revoked, or rescinded.

6. No authority or proceeding for the issuance, sale, or delivery of the Bonds, passed and adopted by the governing body of the City, has been amended, repealed, revoked, rescinded, or otherwise modified since the date of passage thereof, and all such proceedings and authority relating to the issuance and sale of the Bonds remain in full force and effect as of the date of this certificate.

Authorization of Attorney General to Date Certificate

7. This certificate is submitted pursuant to Title 1, Chapter 53, Texas Administrative Code. Upon the approval of the Bonds by the Attorney General of the State of Texas, he is authorized to date this certificate as of the date of such approval. If any litigation should develop,

or if any other event should occur which should make this certificate inaccurate before the Attorney General's approval of the Bonds, we will notify the Attorney General at once by both telephone and facsimile transmission. With this assurance, the Attorney General is entitled to rely on the accuracy of this certificate at the time of approval of the Bonds unless we advise him otherwise.

[The remainder of this page intentionally left blank.]

EXECUTED AND DELIVERED this _____.

SIGNATURE

OFFICIAL TITLE

_____	Mayor, City of Boerne, Texas
_____	City Secretary, City of Boerne, Texas


(CITY SEAL)

Before me, on this day personally appeared the foregoing individuals, known to me to be the persons whose names are subscribed to the foregoing instrument and who executed this document in my presence.

Given under my hand and seal of office this ____ day of October, 2021.

Notary Public, State of Texas

(NOTARY SEAL)

	<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 type="checkbox"/> All </div>													
Agenda Date	<i>October 26, 2021</i>													
Requested Action	UPDATE ON CITY OF BOERNE COMMUNITY OUTREACH AND INTERVENTION PROGRAM AND KENDALL COUNTY BEHAVIORAL HEALTH INITIATIVE.													
Contact Person	Jeff Thompson, Deputy City Manager													
Background Information	Since creating the city's Community Outreach Program a few months ago, staff has become involved with the Kendall County Behavioral Health Initiative. This group, which has been in existence for 3 years, has recently been very active in organizing and facilitating meetings and planning efforts regarding all aspects of mental health intervention for the greater Boerne community. The Vision of this organization is to coordinate community services already in place (including our program) so that resources are used efficiently, efforts are not duplicated, and data can be captured to identify gaps and barriers in service delivery. Paul Giguere, formally with YMCA of Boerne, has been hired to lead the effort. He and I will co-present a brief update on the program and what's next.													
Item Justification	<table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Legal/Regulatory Obligation</td> <td><input type="checkbox"/> Infrastructure Investment</td> </tr> <tr> <td><input type="checkbox"/> Reduce Costs</td> <td><input type="checkbox"/> Customer Demand</td> </tr> <tr> <td><input type="checkbox"/> Increase Revenue</td> <td><input type="checkbox"/> Service Enhancement</td> </tr> <tr> <td><input type="checkbox"/> Drive Down Risk</td> <td><input type="checkbox"/> Process Efficiency</td> </tr> <tr> <td><input type="checkbox"/> Master Plan</td> <td><input type="checkbox"/> Other: _____</td> </tr> <tr> <td colspan="2">Recommendation _____</td> </tr> </table>		<input type="checkbox"/> Legal/Regulatory Obligation	<input type="checkbox"/> Infrastructure Investment	<input type="checkbox"/> Reduce Costs	<input type="checkbox"/> Customer Demand	<input type="checkbox"/> Increase Revenue	<input type="checkbox"/> Service Enhancement	<input type="checkbox"/> Drive Down Risk	<input type="checkbox"/> Process Efficiency	<input type="checkbox"/> Master Plan	<input type="checkbox"/> Other: _____	Recommendation _____	
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Recommendation _____														
Financial Considerations														
Citizen Input/Board Review														
Legal Review														

Alternative Options	
Supporting Documents	Letter from Kendall Appraisal District