

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
MARCH 24, 2026 – 6:00 PM

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

1. CALL TO ORDER – 6:00 PM

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. [2026-093](#) RECOGNIZE LARRY WOODS AND HIS YEARS OF SERVICE TO OUR COMMUNITY.

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

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

- A. [2026-095](#) CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF MARCH 10, 2026.

Attachments: [Minutes.26.0310](#)

- B. [2026-074](#) CONSIDER THE MAYORAL APPOINTMENTS OF LILLIAN OLER AND MONICA WINTERS TO THE VISIT BOERNE ADVISORY BOARD.

Attachments: [AIS appt vb](#)

REGULAR AGENDA:

6. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2026-055](#) RECEIVE THE CITY COUNCIL WINTER WORKSHOP STRATEGIC REFLECTION SUMMARY.

Attachments: [AIS Memo Winter Workshop SPOT Report March 24, 2026](#)
[City Council Winter Workshop Strategic Reflection Summary Report](#)

7. RESOLUTIONS:

- A. [2025-533](#) RECEIVE BIDS AND CONSIDER RESOLUTION NO. 2026-R16; A RESOLUTION AWARDING THE CONTRACT FOR CITY OF BOERNE MOWING FISCAL YEAR 2026 TO _____ IN THE AMOUNT NOT TO EXCEED \$_____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.

Attachments: [AIS-FY 2026 Mowing](#)
[Resolution No. 2026-R16](#)
[Bid Opening Documentation](#)
[Bid - Yellowstone Landscape](#)
[2026 Mowing Exhibit](#)
[Mowing Scope of services listed](#)
[Mowing Agreement](#)

8. CITY MANAGER'S REPORT:

- A. [2025-658](#) 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. [2026-101](#) SECTION 551.086 - DELIBERATIONS CONCERNING MUNICIPALLY OWNED UTILITY. (Gas Meter Rates)
- B. [2026-102](#) SECTION 551.071 - CONSULTATION WITH ATTORNEY; LITIGATION LAURA HANING V. CITY OF BOERNE CAUSE NO. 24-622 A LAWSUIT PENDING THE 451st JUDICIAL DISTRICT.

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 18 day of March, 2026 at 4:00 p.m.

s/s Lori A. Carroll
City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

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

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

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

MINUTES
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
MARCH 10, 2026 – 6:00 PM

Minutes of the Regular Called City Council Meeting of March 10, 2026.

Present: **6 -** Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council Member Joe Bateman, Council Member Kyle Mickelsen, Council Member Bret A. Bunker, and Council Member Joseph Macaluso

Staff Present: Ben Thatcher, Sarah Buckelew, Jeff Carroll, Lori Carroll, Mike Brinkmann, Lissette Jimenez, Danielle Montes, Mike Raute, Kristy Stark, and Chastity Valdes.

Recognized / Registered Guests: Heather Bateman, Dawniele Metsker-Galarza, Brian Nichols, Jason Granado, and Matthew Elizondo.

1. CALL TO ORDER – 6:00 PM

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

Mayor Ritchie asked Pastor Mitch Rose with City Hills Church to provide the Invocation.

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

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. PUBLIC COMMENTS:

No comments were received.

4. CONSENT AGENDA:

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

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

A. CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF FEBRUARY 24, 2026.

THE MINUTES WERE APPROVED.

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

A. RECEIVE THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FROM WHITLEY PENN FOR FISCAL YEAR 2025. (Report from the auditors)

Mayor Ritchie called on Sarah Buckelew, Finance Director. Director Buckelew introduced Patrick Simmons, Engagement Partner with Whitley Penn, who reviewed the audit process and the internal controls over critical areas. The audit of the financial statements resulted in an unmodified opinion, with no significant deficiencies or material weaknesses identified in internal controls and no instances of noncompliance material to the financial statements. He also provided financial highlights for the City's various funds noting that the city maintains a financial position with adequate resources to meet its ongoing obligations to its citizens and creditors.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER MICKELSEN, TO RECEIVE THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FROM WHITLEY PENN FOR FISCAL YEAR 2025. (REPORT FROM THE AUDITORS). THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

B. RECEIVE THE POPULAR ANNUAL FINANCIAL REPORT (PAFR) FOR FISCAL YEAR 2025.

Director Buckelew continued with a presentation on the Popular Annual Financial Report (PAFR). She recognized city employee Danielle Montes, ACFR professional in the audience and expressed appreciation to her and the finance staff for the year-long work that has contributed to the report. She explained that the purpose of the report is to provide an easy-to-read summary of the City's current financial and economic status, offering a more transparent, high-level overview of the City's finances. The report is available on the City's website. She also noted that the City was recently notified that it received the Outstanding Achievement Award for its PAFR. Discussion followed regarding property tax increases are primarily due to rising property values and the addition of new properties to the tax roll, while the City's tax rate has remained essentially the same for several years. She also clarified that a portion of the City's debt service relates to utility debt, noting that the City manages two different services, general city operations and utilities which can sometimes be confusing for residents to distinguish.

A MOTION WAS MADE BY COUNCIL MEMBER MACALUSO, SECONDED BY MAYOR PRO TEM WOLOSIN, RECEIVE THE POPULAR ANNUAL FINANCIAL REPORT (PAFR) FOR FISCAL YEAR 2025. THE MOTION CARRIED BY THE FOLLOWING VOTE:

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

C. PRESENTATION AND DISCUSSION REGARDING THE DRAFT SAFETY ACTION PLAN AS PREPARED WITH THE SAFE STREETS FOR ALL (SS4A) PLANNING GRANT.

Mayor Ritchie called on Jeff Carroll, Engineer and Mobility Director. Director Carroll explained that, as discussed during the Winter Workshop, the Safe Streets for All (SS4A) grant is a federal program for which many entities apply. He noted that the process includes public engagement and that the grant being

pursued is a planning grant. He provided an update on where the City is in the process to date. Director Carroll reviewed vehicle crash overviews and statistics, as well as targeted intersection and corridor recommendations. He also discussed systemic recommendations that could be implemented in-house. He noted that the City currently has only two traffic signals within the city limits, with the remaining signals operated by TxDOT. TxDOT is updating its signals to include flashing yellow arrows, and the City plans to follow suit with its signals. He also discussed non-infrastructure recommendations, including potential policy and procedure changes. The City plans to work with the County and the school district, and continue coordination with the Alamo Area Metropolitan Planning Organization (AAMPO) as the plan moves forward. A suggestion was made to make the plan public-facing rather than keeping it internal. Director Carroll also noted the possibility of bundling the City's ADA Transition Plan with the SS4A planning effort. Director Carroll concluded by outlining the next steps in the process. During Council discussion, it was noted that downtown retailers have expressed concerns about the potential loss of parking, and whether the ideas presented had been budgeted. Director Carroll responded that cost estimates have been developed and noted that most projects would be funded through an 80/20 grant structure, meaning the City must initially spend 100 percent of the cost and then be reimbursed for 80 percent. It was suggested that it would be beneficial to piggyback safety improvements on other projects, such as the Waterworks Terrace project.

6. CITY MANAGER'S REPORT:

A. CITY PARTICIPATION IN AMERICA 250.

City Manager Thatcher asked Assistant City Manager Kristy Stark to provide a high-level overview of plans in and around Boerne for the America 250 celebration on July 4. ACM Stark reviewed planned decorations, park events, and library programs associated with the celebration. She noted that Visit Boerne will assist with advertising and communications. Discussion followed regarding opportunities to collaborate with local businesses, including veteran organizations, on related events and activities. It was also noted that the Mayor plans to present a proclamation recognizing the America 250 celebration at a City Council meeting in June.

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

Mayor Pro Tem Wolosin provided highlights from the recent AAMPO meeting that he attended with Director Carroll. He noted that County Commissioner Andra Wisian and County Judge Stolarczyk were also in attendance, and the group had the opportunity to meet the new AAMPO Director. The primary discussion focused on Herff Road and Highway 46, which remain a key priority for the County. Mayor Pro Tem Wolosin and Judge Stolarczyk will serve on the AAMPO Policy Board, while Commissioner Wisian and Director Carroll will serve on the Technical Advisory Committee.

Council Member Bateman reminded the public that students are out of school for spring break and encouraged motorists to be mindful of children in neighborhoods and those riding motorized bicycles.

8. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 6:45 p.m.

Approved:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

	AGENDA ITEM SUMMARY
Agenda Date	March 24, 2026
Requested Action	APPROVE THE MAYORAL APPOINTMENTS OF LILLIAN OLER AND MONICA WINTERS TO THE VISIT BOERNE ADVISORY BOARD
Contact Person	Mayor Frank Ritchie City Secretary Lori Carroll
Background Information	<p>Currently, there are two vacancies on the Visit Boerne Advisory Board. It would be helpful to the board to fill the vacancies at this time as the Board will meet in April to consider applications for Hotel Occupancy Tax (HOT) funding.</p> <p>It is Mayor Ritchie’s recommendation to appoint Lillian Oler to fill the unexpired term of Nicole Chapman and Monica Smith-Winters to fill the unexpired term of Paula Lay.</p> <p>If appointed, Lillian Oler’s term will expire in May 2028, and Monica Smith-Winter’s term will expire in May 2029.</p>
Strategic Alignment	B3 – Providing streamlined and efficient processes C3 – Collaborating with community partners to enhance quality of life
Financial Considerations	
Citizen Input/Board Review	
Legal Review	
Alternative Options	
Supporting Documents	



AGENDA ITEM SUMMARY

	<h2>AGENDA ITEM SUMMARY</h2>
Agenda Date	March 24, 2026
Requested Action	RECEIVE THE CITY COUNCIL WINTER WORKSHOP STRATEGIC REFLECTION SUMMARY REPORT.
Contact Person	Ben Thatcher, City Manager
Background Information	<p>At the City Council Winter Workshop on February 10, 2026, Council participated in a facilitated SPOT strategic reflection (Strengths, Problems/Tensions, Opportunities, Threats). The exercise was designed to efficiently capture Council’s collective observations about current conditions, emerging issues, and long-term risks affecting Boerne.</p> <p>Following the workshop, staff prepared the attached Strategic Reflection Summary Report to (1) document Council’s SPOT input, (2) provide context from recent community survey trendlines (2021, 2023, and 2024), and (3) frame the next step of reviewing the City’s Strategy Map to determine whether any refinements are warranted to improve clarity, alignment, and measurability.</p>
Financial Considerations	No direct financial impact.
Citizen Input/Board Review	Council strategic input captured during the Winter Workshop SPOT exercise; informed by resident community survey results (2021, 2023, and 2024).
Legal Review	N/A
Alternative Options	<p>Receive the report and provide direction to staff regarding:</p> <ul style="list-style-type: none"> • whether to bring forward recommended Strategy Map refinements (if any), and/or • whether to maintain the Strategy Map as currently adopted.
Supporting Documents	<ul style="list-style-type: none"> • City Council Winter Workshop Strategic Reflection Summary Report



City Council Winter Workshop SPOT Strategic Reflection Summary & Strategy Map Review Brief



Prepared for the Mayor and City Council
City of Boerne, Texas
March 2026

Transmittal

Mayor and Members of Council,

This report documents the outputs of the facilitated SPOT strategic reflection exercise conducted during the February City Council Winter Workshop. The facilitated portion of the exercise took approximately 40 minutes to complete. Thanks to your pre-work and advance preparation, the session was highly efficient and allowed for broad participation and thoughtful input from every member of council.

This report is structured to support your upcoming Strategy Map review by integrating three complementary inputs:

1. Council's SPOT feedback (verbatim comments organized into themes).
2. A brief Strategy Map refresher (purpose, history, and how it functions as a management tool).
3. Resident survey trendlines and recurring community feedback (2021, 2023, and 2024).

Taken together, these inputs are intended to help Council determine whether any edits to the Strategy Map are warranted to strengthen alignment, clarity, or measurability while preserving the tool's core function as an organizational management system.

Respectfully submitted,

Ben Thatcher
City Manager



Executive Summary

The SPOT exercise surfaced a set of consistent themes that align solidly with resident feedback trends from the City's last three community surveys. Council's next step is to review the Strategy Map through the lens of these themes and confirm whether the current framework remains the best one-page representation of Council's strategic policy direction and the organization's performance focus.

Key Takeaways

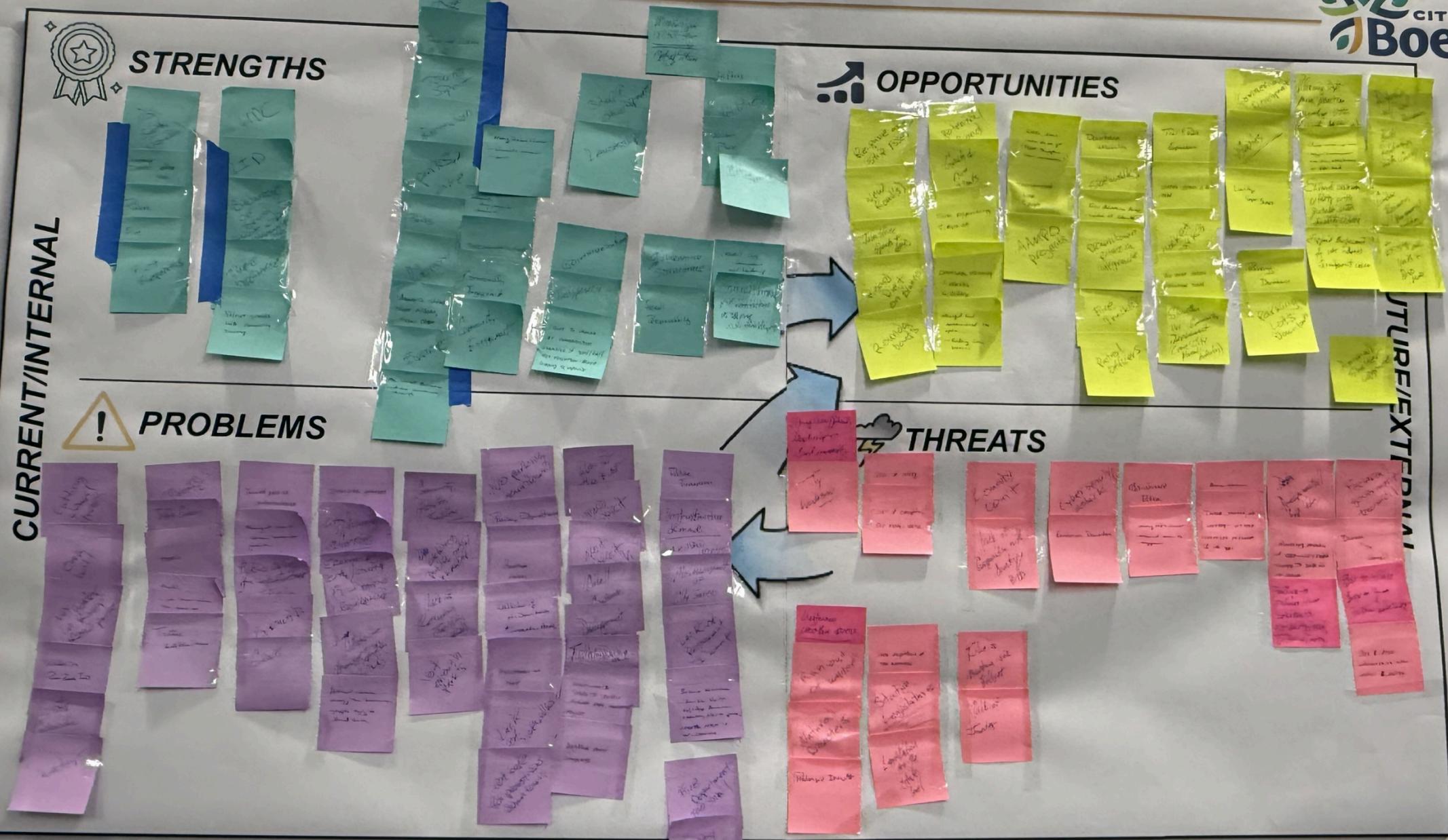
- Council expressed strong confidence in core services; particularly public safety, utilities, and the overall governance model.
- Traffic/mobility, infrastructure timing, and long-term water resilience were the most frequently cited pressure points.
- Growth management and development standards remain both an opportunity and a source of community tension.
- There is clear interest in strengthening downtown vitality, walkability, parks, and cultural amenities as quality-of-place priorities.
- External pressures, state legislative actions, cost escalation, environmental risks, and intergovernmental dynamics, were identified as material long-term risks.

Recommended Next Step

Use the Strategy Map review to answer four practical questions:

1. Do the map's objectives and measures clearly reflect durable priorities (mobility, growth management, capacity planning, and water resilience)?
2. Do we have explicit strategic ownership and measurable indicators for the "growth interface" functions where resident experience is most sensitive (planning, permitting, engineering/mobility)?
3. Are quality-of-place and community charm being treated as deliberate strategy (with clear measures), not only as outcomes of good intentions?
4. Does the map appropriately emphasize proactive communication and transparency, especially around development activity, infrastructure progress, and service expectations?

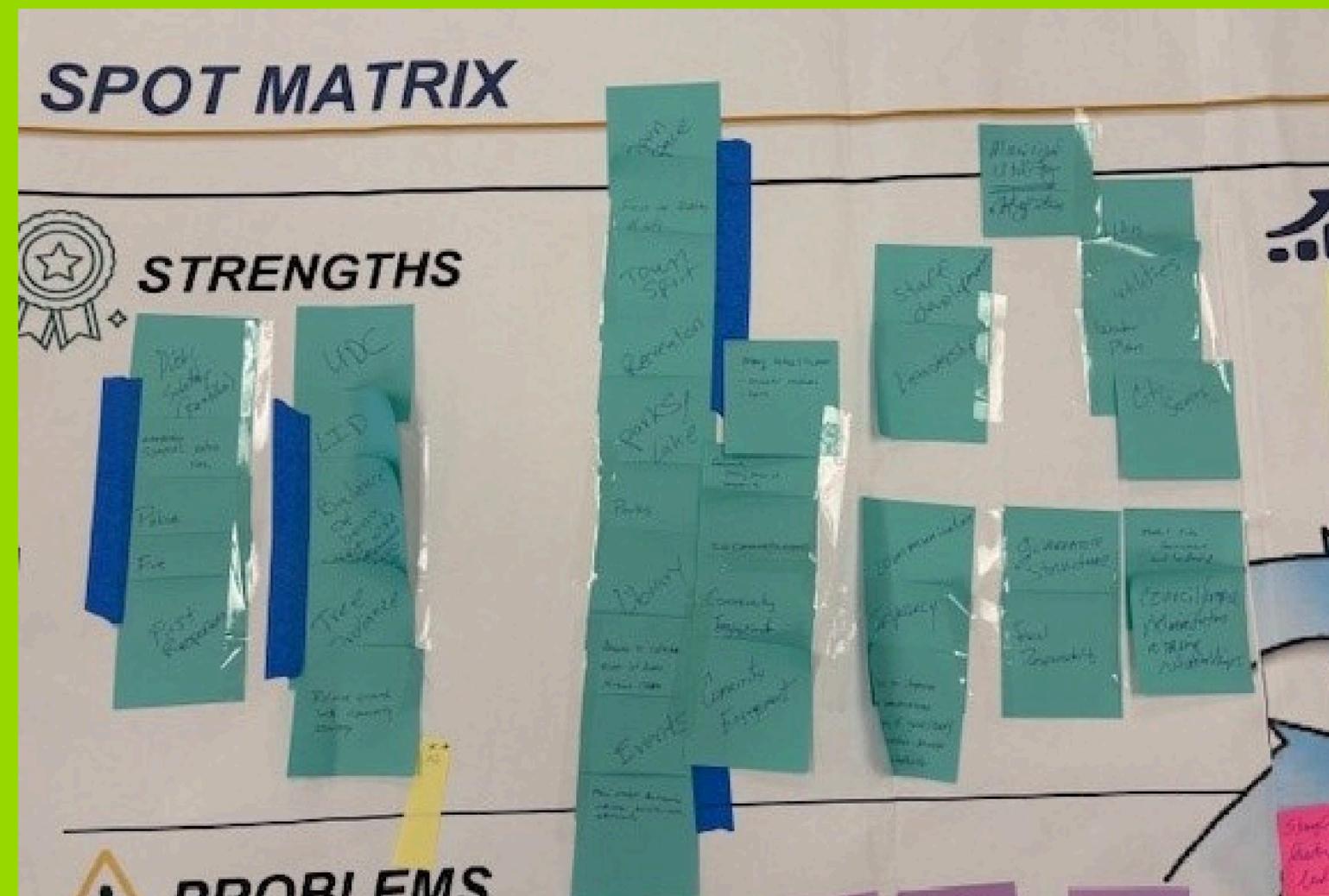
SPOT MATRIX



2. SPOT Findings (Verbatim Comments Organized by Theme)

Strengths

Guiding Question: What are the City's key strengths today?



Public Safety & Emergency Response

- “Public safety (fire & police)”
- “Emergency services police, fire”
- “Police”
- “Fire”
- “First Responders”

Utilities

- “Utilities”
- “Utilities”
- “Water plan”
- “Municipal Utility”
- “City services”

Governance, Leadership & Operating Excellence

- “Governance structure”
- “Fiscal responsibility”
- “Model city government and leadership”
- “Council/Mayor administration working relationships”

Community Character & Quality of Life

- “Focus on quality of life”
- “Town spirit”
- “Library”
- “Strong school system- successful students, sports”
- “Adhere to cultural roots of Boerne, historic charm”
- “Events”
- “Main Street businesses – diverse entertainment, & restaurants”

Parks & Recreation

- “Open Space”
- “Recreation”
- “Parks/lake”
- “Parks”

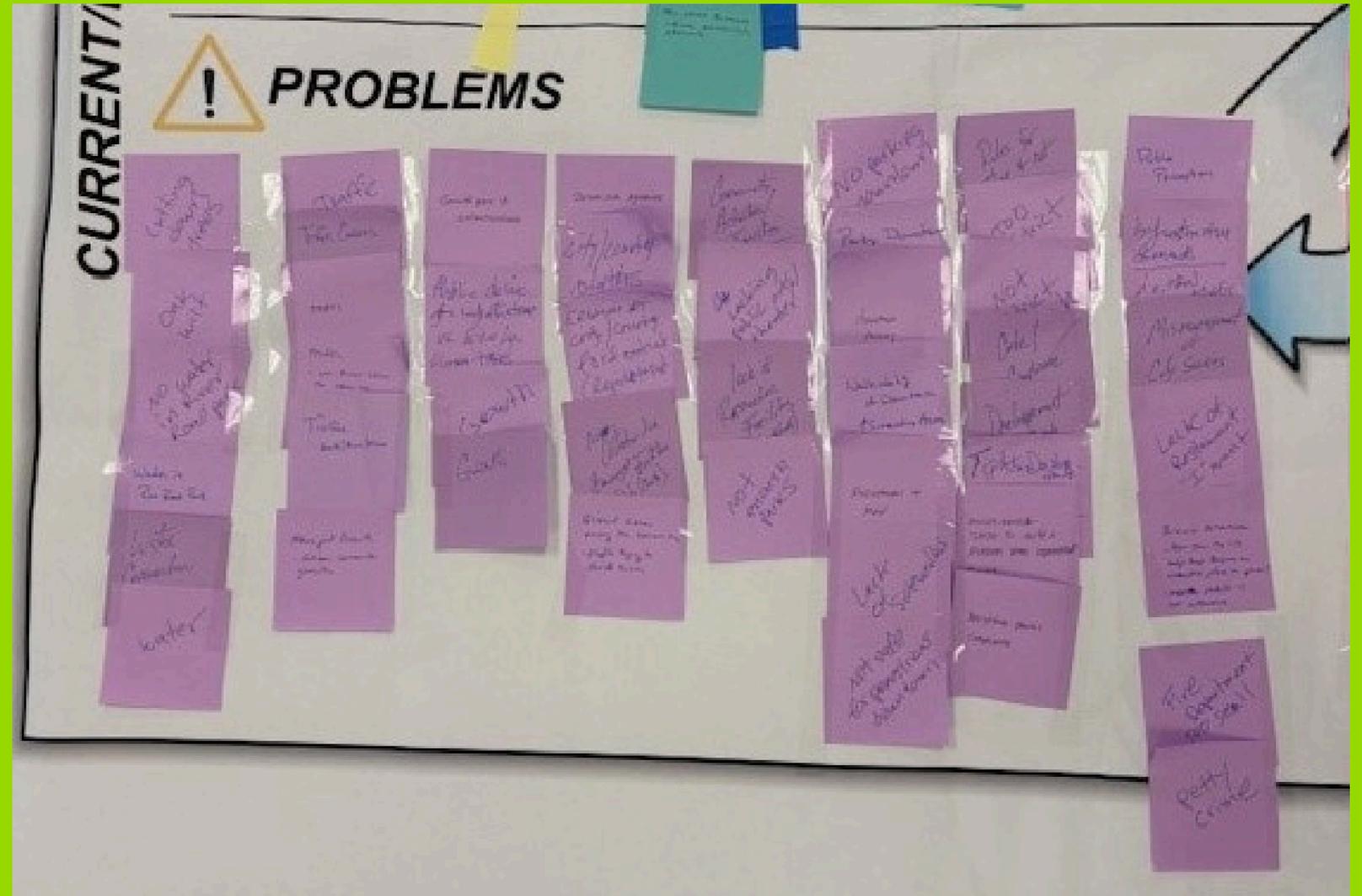
Development Standards & Regulations

- “UDC”
- “Balance of being strict with development but also pro”
- “Tree ordinance”
- “Balanced Growth with community identity”

2. SPOT Findings (Verbatim Comments Organized by Theme)

Problems / Tensions

Guiding Question: Where do you believe the City is experiencing challenges or tension?





Problems / Tensions

Transportation, Traffic & Mobility Friction

- “Traffic concerns”
- “Traffic- you know where the issues are.”
- “Traffic Herff, River, Main”
- “Infrastructure demands; new roads”
- “Traffic”

Growth Management / Infrastructure

- “Growth pace vs. infrastructure”
- “Growth”
- “Growth”
- “Managed growth – citizen concern for growth”
- “Public desire for infrastructure vs. desire for lower taxes”

Development Rules, Fairness & Compliance

- “Rules for thee & not me”
- “Not strict enough”
- “Too strict”
- “Code compliance”
- “Development overreach”
- “Tighter development rules vs. property rights”

- “Neighbor permit complaints”
- “Process, permit, & speed to build a personal home improvement project”

Downtown Access, Parking & Pedestrian Safety

- “Parking downtown”
- “No parking downtown”
- “Downtown parking”
- “Not safe for pedestrians downtown”
- “Pedestrians on Main”
- “Lack of sidewalks”
- “Walkability of downtown & surrounding areas”

Organizational / Service Delivery Concerns

- “Mismanagement of city services”
- “Public perception”
- “Petty Crime”
- “Business retention – how can the city help keep Boerne an attractive place to operate. North Main is not attractive.”

City Facilities & Community Amenities Gaps

- “Lack of recreation facilities (pickleball)”

- “Lacking public arts / theater” “Not enough parks”
- “Lack of restaurant “I” want”
- “Fire Department too small”
- “Community activities / facilities”

Intergovernmental / Community Alignment Challenges

- “Interlocal agreements”
- “City / County relations”
- “More collaborative amongst entities (city / county)”
- “Political issues among the community- people trying to divide the city.”
- “Erosion of city / county local controls (legislature)”

Environmental (Trees / Water)

- “Oak wilt”
- “Cutting down trees”
- “No water in River Road Park”
- “Water in River Road Park”
- “Water conservation”
- “Water”

2. SPOT Findings (Verbatim Comments Organized by Theme)

Opportunities

**Guiding Question:
Looking ahead several
years, what emerging
issues or opportunities
deserve greater strategic
attention?**



Transportation & Mobility

- “Repave and stripe Esser”
- “New roads”
- “Road diet on Blanco”
- “Roundabouts”
- “AAMPO projects”
- “Infrastructure grants & land”
- “Traffic issues- how do we get TxDOT to improve their intersections?”
- “Transportation- cars, people”

Downtown Environment, Walkability, Place-Making

- “Downtown walkability”
- “Sidewalks”
- “City pedestrian zones. Widen all sidewalks”
- “Downtown plaza upgrade”
- “Parking downtown”
- “Parking lots downtown”

Parks, Recreation & Trails

- “Trail & Park expansion”
- “Pocket parks”

Arts, Culture & Destination Strategy

- “Unified culture & arts plan”
- “Big event-driven destination town”
- “Strengthen our community involvement (more city planned activities)”

Economic Development

- “Commercial development”
- “Limiting vape shops”

Water, Sustainability & Utility Resilience

- “Planning Dept. more proactive regarding water (rainwater / HVAC recapture)”
- “Pump water up river. Major concerns over the city attractiveness on River Road.”
- “Expand wastewater utility with potable water facility added.”

Partnerships & Intergovernmental Collaboration

- “Partnerships w/local community businesses & events.”

- “Build relationships with county.”
- “Combine resources w/ businesses/entities”
- “Engaging our youth + BISD more”

Regulatory / Enforcement Improvements

- “Expand enforcement of UDC related development codes.”

Facility/Asset Improvements

- “Animal shelter upgrade”
- “Fire truck(s)”
- “Patrol officers”
- “Operational efficiency – vehicles, buildings”

Financial Strength / Revenue

- “Managed and commercial tax options. Funding city services”
- “Potential bond”
- “Grants & more grants”
- “Fiscal responsibility 5, 10 years out”



Threats / Risks

Water Supply, Drought & Environmental Hazards

- “Run out of water”
- “Prolonged drought”
- “Natural disasters”
- “Unforeseen Weather issues”
- “Cost of everything! But really, water”

Fiscal Constraints

- “State regulation on tax revenues”
- “Cost of living”
- “Economic downturn”

Federal/State/Regional Governance Risk

- “State Legislature”
- “Legislation at the state level”
- “Federal government turmoil”
- “Division in the council”

Growth & Development

- “Development loopholes”
- “Big \$ / outside influence on local politics & policy”

- “Decreasing approvals of BISD = less people choosing to build life in Boerne”
- “Failure to achieve timely solutions to mobility (need TxDOT & County)”

Economic Development

- “Business retention”
- “Career-oriented job industry – we need lucrative professions & job opportunities”

Intergovernmental Dynamics

- “County court”
- “Lack of cooperation with County/BISD”

Security

- “Cybersecurity attack”

Social/Community Cohesion Risks

- “Misinformed public”
- “Strong civic (political) leadership to lead community”
- “Strong public dissent – erosion of community engagement”
- “Failure to obtain electoral buy-in”

3. SPOT Synthesis: Observations and Implications

- Strong confidence in the City's core services, governance structure, and overall quality of life.
- Traffic/mobility, infrastructure timing, and water resilience emerged as the most consistent pressure points across multiple quadrants.
- Growth management continues to represent both opportunity and tension, often expressed through the lens of development standards, property rights, and community character.
- Clear interest in strengthening walkability, downtown vitality, parks, and cultural amenities as quality-of-place priorities.
- External pressures, particularly state legislative actions, water availability, cost escalation, and intergovernmental dynamics, were viewed as material risks that warrant ongoing strategic attention.



4. Strategy Map Refresher: Purpose, History, and Value to Organization

In 2023, the City of Boerne introduced a Strategy Map as the foundation of a more disciplined, aligned, and measurable approach to governance and organizational management. Over the past three years, it has served as a unifying “north star” for City Council and staff by connecting policy direction to operations, operations to outcomes, and outcomes back to community expectations.



CITY OF BOERNE STRATEGY MAP

We are building an exemplary Hill Country Community by delivering high-quality, customer-focused essential services to all who live, work, and play in Boerne.

THE CITY OF BOERNE IS A MODEL OF AN **ENGAGED AND DYNAMIC** COMMUNITY CENTERED ON THE TENETS OF:



Safety & Security



Fiscal Excellence



Community Charm



Environmental Responsibility

WE SERVE OUR CUSTOMERS

We pursue this by

- C1** Offering quality customer experiences.
- C2** Seeking customer-driven feedback.
- C3** Collaborating with community partners to enhance quality of life.

WE PROVIDE FINANCIAL STEWARDSHIP

We pursue this by

- F1** Committing to strategic, responsible, and conservative financial management.
- F2** Investing in and maintaining high-quality infrastructure systems and public assets.
- F3** Maintaining a balanced and diversified economy.

WE ACHIEVE BEST-IN-CLASS STATUS

We pursue this by

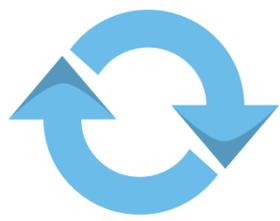
- B1** Utilizing data to drive smart decision making.
- B2** Advancing master plan recommendations.
- B3** Providing streamlined and efficient processes.

WE ASPIRE TO BE AN EMPLOYER OF CHOICE

We pursue this by

- L1** Promoting learning and growth.
- L2** Fostering a strong culture of employee engagement.
- L3** Emphasizing a values-centric work culture.

C = Customer Objectives | F = Financial Objectives | B = Business Objectives | L = Learning & Growth Objectives



Strategy Map Refresher: Purpose, History, and Value to the Organization

What a Strategy Map Is (and Is Not)

- A Strategy Map is a one-page visual framework that describes the City's strategy in a clear, structured way.
- It aligns priorities, budgeting, departmental planning, and performance measurement around a shared definition of success.
- It is not a list of projects, not a “plan on a shelf,” and not a messaging document only; it is a management tool.

How the Strategy Map Has Helped Boerne Focus (2023-2026)

- Created a shared strategic language for Council and staff across four integrated perspectives.
- Improved focus by limiting the organization to the most essential outcomes and capabilities thus reducing initiative overload.
- Strengthened budgeting and CIP alignment by framing investments in terms of strategic objectives and measurable outcomes.
- Supported continuity over time by preventing strategic drift as conditions evolve.

How Council Can Approach Edits Without Losing What Works

A disciplined lens for Strategy Map refinement is:

- Clarity: Are the tenets and objectives stated in plain, actionable language?
- Relevance: Do they reflect today's operating environment and community expectations?
- Measurability: Can each objective be supported with clear indicators and a reporting cadence?
- Alignment: Does the map preserve coherent cause-and-effect logic (people and culture → processes → outcomes → stewardship)?



**Safety &
Security**



**Fiscal
Excellence**



**Community
Charm**



**Environmental
Responsibility**

5. Resident Survey Trends and Storylines (2021, 2023, 2024)

As a complement to the SPOT exercise, the City's last three community surveys (2021, 2023, and 2024) provide additional context on recurring resident priorities and satisfaction drivers. While the SPOT exercise captures Council's real-time observations and aspirations, these surveys reflect patterns in resident sentiment over time. Together, they offer a reliable trend story to inform the Strategy Map review.





Recurring Survey Storylines

1) The community's baseline sentiment remains strong.

Across all three survey efforts, residents report a generally positive view of Boerne's quality of life. In 2024, overall sentiment strengthened further, including improvement in how residents compare Boerne to other cities. This context matters: Council and staff are stewarding a community residents already value, which naturally produces higher expectations and greater scrutiny as growth continues.

2) The central strategic tension is durable: growth pressure versus preserving community character.

Across survey cycles, residents consistently express concern that growth is changing the lived experience of the community; however, residents are not uniformly aligned on the appropriate policy response. This creates a predictable governance dynamic: the City must manage real growth impacts while navigating differing expectations about land use, standards, and property rights.

3) The most consistent priority and underperformance cluster remains mobility, growth management, and capacity.

Survey results repeatedly elevate traffic and mobility, growth management and density, infrastructure capacity, and water planning as high-importance areas where residents want continued progress. These issues persist even as overall sentiment improves, indicating they are structural and long-horizon challenges rather than one-time problems.

4) Resident experience varies sharply by service area, and pain points concentrate at the growth interfaces.

Functions such as planning and zoning, permitting/code compliance, and mobility-related engineering are consistently more sensitive in high-growth environments. When residents experience delays, uncertainty, or surprise related to development outcomes, trust impacts can surface even when underlying constraints are driven by state law, private property rights, or regional growth beyond city limits.

5) Visible quality-of-place sustains trust.

Residents place high value on parks, public spaces, aesthetics, cleanliness, and maintenance, all fundamentals that reinforce pride and shape how residents interpret broader growth pressures.

6) Communications expectations continue to rise—especially around development visibility.

Residents increasingly expect timely, practical communication about what is changing in the community, why it is happening, and what the City is doing to manage impacts; particularly around development activity, infrastructure, and mobility.

6. Bridge to the Strategy Map Review: Alignment Questions and Next Steps

Council's SPOT themes and resident survey trendlines provide a strong backdrop for Strategy Map refinement. A practical next step is to review the Strategy Map and confirm whether it adequately captures the priorities and risks surfaced through these inputs or whether targeted refinements should be considered.



Recommended Review Questions

1. Do the Strategy Map's objectives clearly reflect durable priorities: mobility, growth management, capacity planning, and water resilience?
2. Do we have explicit ownership and measurable progress indicators for the growth interface functions where resident satisfaction is consistently challenged (planning, permitting, engineering/mobility)?
3. Is quality-of-place (parks, community charm, downtown vitality, walkability) explicitly reinforced as strategy with measurable objectives?
4. Does the map's communication and transparency posture match modern expectations, especially on development activity and infrastructure progress?

Proposed Next Steps

1. Confirm completeness of SPOT notes and pass along Parking Lot items as needed to CMO.
2. Review Strategy Map and assess effectiveness of current objectives.
3. Conduct Council Strategy Map and review discussion and identify targeted edits (if any).
4. Adopt Strategy Map, if updated, before June 2026.





AGENDA ITEM SUMMARY

	<h2 style="margin: 0;">AGENDA ITEM SUMMARY</h2>
Agenda Date	March 24, 2026
Requested Action	RECEIVE BIDS AND APPROVE RESOLUTION NO. 2026-R16; A RESOLUTION AWARDED THE CONTRACT FOR CITY OF BOERNE MOWING FISCAL YEAR 2026 TO YELLOWSTONE LANDSCAPE IN THE AMOUNT NOT TO EXCEED \$300,145.00; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.
Contact Person	Jeffrey Carroll – Engineering & Mobility Director
Background Information	<p>In previous years, the City’s Street Department performed mowing of public areas including rights-of-way, open spaces, and drainage areas using City staff. Starting in Fiscal Year 2023, the City switched to a seasonal mowing contract. This change has increased efficiency by allowing Street Department crews to concentrate more on core services such as street and sidewalk maintenance.</p> <p>In the approved Fiscal Year 2025 budget, funding for the mowing contract was increased to expand services to additional areas, including more rights-of-way, city buildings, and park properties, with mowing scheduled monthly. The contract also includes an option to renew for up to two additional years, with a 3% annual increase in unit prices.</p> <p>Since the total contract value exceeds \$100,000, state law requires the City to conduct a competitive bidding process. The project was advertised on January 18 and 25, and two bids were received on February 10, consisting of \$300,145.00 and \$604,004.00. The lowest bid was submitted by Yellowstone Landscape, a contractor the City has successfully worked with previously.</p> <p>The project was initially budgeted at \$200,000. After reviewing the bids, City staff collaborated with the lowest bidder to reduce the scope of work so the contract aligns better with the available funding. The contractor has agreed to these changes.</p> <p>City staff recommends awarding the contract to Yellowstone Landscape based on their qualifications and low bid of \$300,145.00.</p>

	<p>Upon executing the contract, staff will submit an immediate change order to remove pre-determined mowing areas, reducing the contract amount to match the available funds. Parks and Street department staff will continue to mow these areas as needed.</p> <p>It is also important to note that the contract is based on estimated work quantities. Actual costs may be lower depending on weather conditions and how much mowing is needed during the contract period.</p>
Strategic Alignment	F2 – Investing in and maintaining high-quality infrastructure systems and public assets.
Financial Considerations	Having a contractor perform mowing is more cost-effective than City efforts and frees up Street and Parks staff to focus on other priority projects.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	<p>Resolution No. 2026-R16 Bid Tabulation Summary Bid – Yellowstone Landscape Mowing Exhibit Scope of Services Mowing Agreement</p>

RESOLUTION NO. 2026-R16

A RESOLUTION AWARDING THE CONTRACT FOR CITY OF BOERNE MOWING FISCAL YEAR 2026 TO _____ IN THE AMOUNT NOT TO EXCEED \$_____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT

WHEREAS, the City of Boerne has used a seasonal mowing contract since Fiscal Year 2023 to improve efficiency and allow the Street Department to focus on road and sidewalk repairs; and

WHEREAS, the Fiscal Year 2026 budget expanded the mowing program to cover more areas, including additional rights-of-way and parks; and

WHEREAS, the project was advertised for bids on January 18 and January 25, 2026, and two bids were received on February 10, 2026; and

WHEREAS, the lowest bid was submitted by _____, a contractor with whom the City has successfully worked previously; and

WHEREAS, the project was originally budgeted at \$200,000, and City staff worked with the lowest bidder to reduce the scope of work to better align the contract with available funding; and

WHEREAS, City staff recommends awarding the contract to _____ based on their qualifications and lowest responsible bid of \$_____;

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

SECTION 1. The City Council hereby awards the contract for City of Boerne Mowing Fiscal Year 2026 to _____ in an amount not to exceed \$_____.

SECTION 2: The City Manager is hereby authorized to negotiate, execute, and manage the contract and any related documents, including any renewals as provided therein, on behalf of the City of Boerne, Texas.

PASSED, APPROVED and ADOPTED on this the ___ day of March, 2026.

APPROVED:

Mayor

ATTEST:

City Secretary

BID OPENING RESULTS

Project: City of Boerne FY2026 Turf and ROW Maintenance
Bid Opening Date: February 10, 2026
Time: 2:00 PM

Company Name	Bid Amount		Bid Bond Included (Y/N)	Qualifications Included (Y/N)
Yellowstone Landscape	Base Bid	\$296,915.00	Y	Y
	Base Bid + Alt 1	\$300,145.00		
Bexar Pipeline & Utilities, Inc.	Base Bid	\$598,064.00	Y	Y
	Base Bid + Alt 1	\$604,004.00		
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			

*lowest responsible bid will need to submit 1295 form, non-collusion document, and conflict of interest questionnaire

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **City of Boerne, 447 N. Main Street Boerne, Texas 78006**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the Contract Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.
- 2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the Bond and other documents required by Bidding Requirements within 15 days after the date of the Owner’s Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ARTICLE 4 – BIDDER’S CERTIFICATION

- 4.01 Bidder certifies that:
 - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and
 - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SEASONAL MOWING

Item No.	Description	Unit	Frequency	Bid Unit Price	Bid Price
1	Right-of-Way (Approx. 18.9 miles): Mowing and weed eating of rights-of-way per Attachment A. Includes removal of trash prior to mowing.	Each	3	\$7,739.00	\$23,217.00
2	Right-of-Way (Approx. 5.6 miles): Mowing and weed eating of rights-of-way per Attachment A. Includes removal of trash prior to mowing.	Each	8	\$2,293.00	\$18,344.00
3	Drainage (Approx. 81.5 acres): Mowing and weed eating of drainage easements and detention basins per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$33,374.00	\$66,748.00
4	Open Space (Approx. 8.3 acres): Mowing and weed eating of open spaces per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$3,398.00	\$6,796.00
Subtotal of All SEASONAL Unit Price Bid Items					\$ 115,105.00

Note: Frequency of SEASONAL MOWING items may vary, depending on weather and other factors and are not guaranteed.

CITY FACILITIES

Item No.	Description	Unit	Frequency	Bid Unit Price	Bid Price
1	City Lake (Approx. 48 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$3,120.00	\$93,600.00
2	City Campus (Approx. 10 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$650.00	\$19,500.00
3	Visit Boerne (Approx. 0.05 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$85.00	\$2,550.00
4	City Cemetery (Approx. 5.75 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	19	\$1,725.00	\$32,775.00
5	Animal Care (Approx. 0.24 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	19	\$85.00	\$1,615.00
6	Police Department (Approx. 4.9 acres): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	30	\$318.00	\$9,540.00
7	City Trails (Approx. 4.68 miles): Maintenance per Attachment A and as described in Article 6. Includes removal of trash prior to mowing.	Each	19	\$1,170.00	\$22,230.00
Subtotal of All CITY FACILITY Unit Price Bid Items					\$ 181,810.00

Note: Frequency of CITY FACILITY items may vary, depending on weather and other factors, and are not guaranteed.

ALTERNATE BID – WILDFLOWER PROTECTION

Item No.	Description	Unit	Frequency	Bid Unit Price	Bid Price
1	Right-of-Way (Approx. 1.3 miles): Edging only of Map ID 50 & 54 per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$552.50	\$1,105.00
2	Open Space (Approx. 2.5 acres): Edging only of Map ID 18, 43, & 44 per Attachment A. Includes removal of trash prior to mowing.	Each	2	\$1,062.50	\$2,125.00
Subtotal of all ALTERNATE BID Unit Price Bid Items					\$ 3,230.00

Total of All Base Bid Unit Price Bid Items (Seasonal + City Facility)	\$ 296,915.00
Total of All Base Bid Unit Price Bid Items Plus Alternate Items	
	\$ 300,145.00

ARTICLE 6 – MAINTENANCE STANDARDS

6.01 Maintenance Standards

- A. All mowing, edging, trimming, litter removal, and clean-up shall be performed to maintain safe and aesthetically pleasing conditions in accordance with City specifications.
- B. Work must be performed with professional-grade equipment in good repair.
- C. Mowers shall leave no clumps or windrows of grass, and all hard surfaces shall be cleared of debris upon completion. Alternate mowing patterns shall be used each cycle to promote healthy turf.
- D. Edging shall be performed concurrently with mowing. All curbs and sidewalks shall be edged to a one-inch depth. Trimming shall maintain a uniform height consistent with mowing. Litter and debris shall be removed prior to mowing. Blowing grass clippings into streets or drains is prohibited by City ordinance.
- E. Mowing frequency and height shall be shown below for each section contracted. All hard surfaces shall be cleaned and/or cleared after each service (predominantly, but not limited to, blowing). All required unit work, which includes mowing, edging, trim mowing, string trimming, and sweeping, shall be 100% complete before commencing at another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage and to promote turf health.
- F. Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, hard

surfaces, sidewalks, streets, street medians, parking areas, parking lots and drainage channels must be kept free of grass, grass clippings, weeds and debris. These tasks must be completed on the same day, or within 24 hours, when the mowing is performed.

- G. Drains and detention/retention ponds: Areas that have additional exposed vegetation areas due to evaporation, absence, or receding of the water level shall be the Contractor's responsibility to service.
 - H. Litter & Debris: All Litter and other types of Debris such as motor vehicle parts, rocks, gravel, and dirt, shall be removed by the Contractor. Litter and Debris removal shall be performed concurrently with other maintenance operations. Hard Surfaced Medians or Hardscapes shall be swept or blown and as well as Street Curb areas.
 - I. Blowers: Any grass clippings, dirt, or loose debris shall be blown off Hardscapes and onto turn areas. It is against City ordinance to blow grass clippings onto street or toward drainage culverts.
 - J. Disposal: Contractor shall be responsible for the disposal of Litter and Debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Boerne Landfill or by placement in dumpsters belonging to the Contractor. No Litter or Debris shall be disposed of in residential dumpsters or trash carts, or those belonging to Commercial Businesses.
- 6.02 Property Boundaries and Right-of-Way
- A. Maintenance limits shall extend six (6) inches beyond the curb or lip of gutter unless otherwise specified. Median and traffic island areas shall be maintained to the full width of turf. Non-curbed streets shall be maintained from the roadway edge to the drainage channel centerline.
- 6.03 Weather and Drought Conditions
- A. If adverse weather prevents mowing, the Contractor shall notify the City's Representative by 7:00 a.m. of the next workday.
 - B. During periods of drought and/or floods lasting longer than one (1) month where turf growth ceases, services may be suspended or modified by mutual agreement until growth resumes.
- 6.04 Mowing Schedules
- A. The Contractor shall submit proposed mowing schedules to the City's Representative for review at least ten (10) days before the start of each mowing cycle. All revisions to the schedule must be approved in writing. The schedule will be shared with City staff and the public to coordinate irrigation and event planning.
- 6.05 Performance and Inspections
- A. All work is subject to inspection by the City's Representative. Deficiencies must be corrected within twenty-four (24) hours of notification ("Call Back"). Two call-backs per property per cycle will be permitted before a zero payment is issued for that property.
 - B. The City may issue a Vendor Performance Form to document exceptional or unsatisfactory performance. Failure to correct deficiencies or respond to corrective action requests may result in termination of the contract. Included in Agreement.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Work will be completed in the months specified in the maintenance schedule provided in Scope of Services attachment.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Required Bidder Qualification Statement with supporting data.

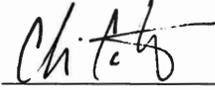
ARTICLE 9 – BID SUBMITTAL

BIDDER:

Yellowstone Landscape - Central, Inc.

By:

[Signature]



[Printed name]

Chris Cathey

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Ryan Evans

Title:

Sr. Business Dev. Mgr.

Submittal Date:

02/10/2026

Address for giving notices:

10902 Gabriels PL

San Antonio, TX 78217

Telephone Number:

281-808-0357

Contact Name and e-mail address:

Chris Cathey - ccathey@yellowstonelandscape.com

Don Campbell - dcampbell@yellowstonelandscape.com

Bidder's License No.:

80-0144209

Attachment C

Insurance Requirements

1.1 Insurance

1. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

1. Worker's Compensation

State:	\$	<u>Statutory</u>
Employer's Liability:		
Bodily Injury, each Accident	\$	<u>Statutory</u>
Bodily Injury by Disease, each Employee	\$	<u>Statutory</u>
Bodily Injury/Disease Aggregate	\$	<u>Statutory</u>

2. Commercial General Liability:

General Aggregate	\$	<u>1,000,000</u>
Products – Completed Operations Aggregate	\$	<u>1,000,000</u>
Personal and Advertising Injury	\$	<u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$	<u>1,000,000</u>

3. Automobile Liability herein:

Bodily Injury:		
Each Person	\$	<u>250,000</u>
Each Accident	\$	<u>250,000</u>
Property Damage:		
Each Accident	\$	<u>500,000</u>
Combined Single Limit	\$	<u>1,000,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$	<u>500,000</u>
General Aggregate	\$	<u>1,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$	<u>N/A</u>
General Aggregate	\$	<u>N/A</u>

Attachment C

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Contractor's Professional Liability:

Each Claim	\$	<u>N/A</u>
Annual Aggregate	\$	<u>N/A</u>

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed, renewal or refused until at least 10 days prior written notice has been given to the insured and additional insured.
3. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
4. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
5. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
6. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
7. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

Attachment C

8. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Section 9.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Yellowstone Landscape - Central, Inc.
10892 Shadow Wood Dr.
Houston, TX 77043

SURETY (Name, and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):

City of Boerne
447 North Main Street
Boerne, TX 78006

BID

Bid Due Date: February 10, 2026

Description (Project Name— Include Location): City of Boerne FY2026 Turf and Right-of-Way Maintenance

BOND

Bond Number: Bid Bond

Date: February 10, 2026

Penal sum	<u>Five Percent of Amount Bid</u>	\$	<u>5%</u>
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Yellowstone Landscape - Central, Inc. (Seal)

Atlantis Specialty Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: 
Signature

By: 
Signature (Attach Power of Attorney)

Chris Cathey
Print Name

Ryan Norman
Print Name

Sr. Business Development Manager
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

Ryan Evans, Witness
Title

Emma J. Bryant, Witness
Title



Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

Principal: Yellowstone Landscape - Central, Inc.
Obligee: City of Boerne

Surety Bond No: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Ryan Norman, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

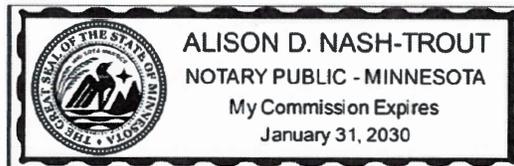
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of February, 2026.




Kara L.B. Barrow, Secretary

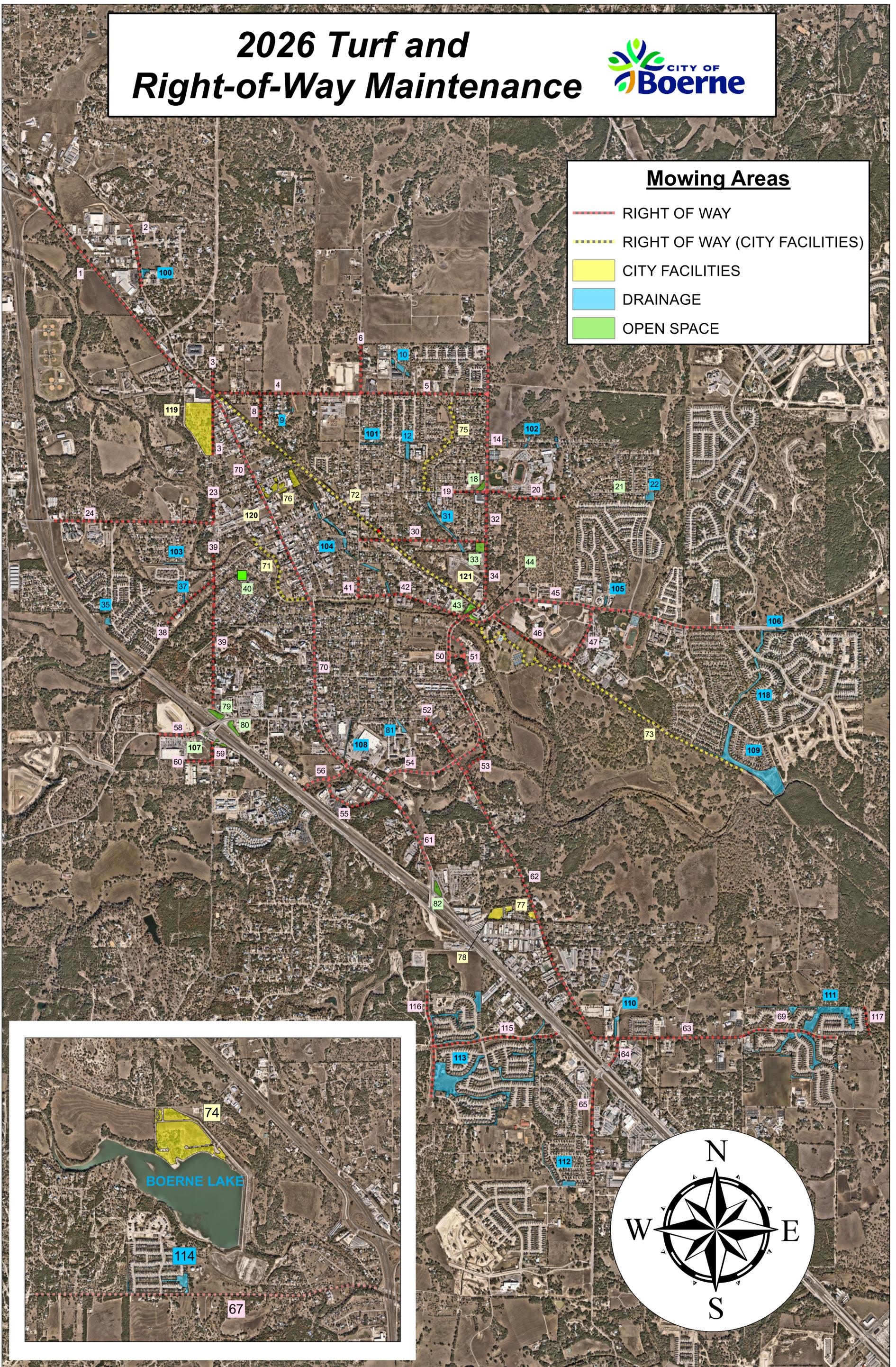
This Power of Attorney expires
January 31, 2030

2026 Turf and Right-of-Way Maintenance



Mowing Areas

- RIGHT OF WAY
- RIGHT OF WAY (CITY FACILITIES)
- CITY FACILITIES
- DRAINAGE
- OPEN SPACE



ATTACHMENT A - SCOPE OF SERVICES

SEASONAL MOWING

Map ID	Category	Description	Qty	Unit	Total	MAY	JUNE	JULY	AUG	SEPT
1	ROW	N Main St - N School St to IH 10 frontage	1.44	miles	8	2	2	2	1	1
2	ROW	Shooting Club Rd - Chaparral Hill Dr to City Limits Line	0.33	miles	3	1	1		1	
3	ROW	N School St - W Frederick St to 936 N School St	0.44	miles	3	1	1		1	
4	ROW	Adler St - N Main St to N Plant Ave	0.75	miles	3	1	1		1	
5	ROW	Adler St - N Plant Ave to N Esser Rd	0.64	miles	3	1	1		1	
6	ROW	Topperwein Rd - Adler St to Northside Community Park boundary	0.25	miles	3	1	1		1	
8	ROW	Garden St - All of Garden St	0.21	miles	3	1	1		1	
14	ROW	N Esser Rd - E Blanco Rd passed Derby Dr	0.51	miles	3	1	1		1	
19	ROW	E Blanco Rd - Ivy Ln to Esser Rd	0.17	miles	3	1	1		1	
20	ROW	Bentwood Dr - Esser Rd to 163 Bentwood Dr	0.41	miles	3	1	1		1	
23	ROW	N School St - Johns Rd to Schleicher St	0.12	miles	3	1	1		1	
24	ROW	Johns Rd - IH 10 Frontage Rd to School St	0.81	miles	3	1	1		1	
30	ROW	Rosewood Ave - Main St to Esser Rd	0.65	miles	3	1	1		1	
32	ROW	S Esser Rd - Rosewood Ave to E Blanco Rd	0.26	miles	3	1	1		1	
34	ROW	S Esser Rd - River Rd to Rosewood Ave	0.45	miles	3	1	1		1	
38	ROW	W San Antonio Ave - School St to 801 W San Antonio Ave	0.34	miles	3	1	1		1	
39	ROW	S School St - IH 10 Frontage Rd to Cibolo Dr	0.80	miles	3	1	1		1	
41	ROW	S Plant Ave - River Rd to Short St	0.10	miles	3	1	1		1	
42	ROW	River Rd - W of Herff/River intersection to Plant Ave	0.55	miles	8	2	2	2	1	1
45	ROW	River Rd - E of Herff/River intersection to Copper Creek	1.50	miles	8	2	2	2	1	1
46	ROW	City Park Rd - All of City Park Rd	0.44	miles	3	1	1		1	
47	ROW	Charger Blvd - All of Charger Blvd	0.33	miles	3	1	1		1	
50*	ROW	Herff Rd - From Old San Antonio Rd to River Rd (incl median)	0.86	miles	8	2	2	2	1	1
51	ROW	Legacy Oak and Oak Park Dr - Entirety of both	0.37	miles	3	1	1		1	
52	ROW	Frey St - Herff Rd to E Bandera Rd	0.27	miles	3	1	1		1	
53	ROW	Barbara Way - Herff Rd to Old San Antonio Rd	0.22	miles	3	1	1		1	
54*	ROW	Herff Rd - Main St to Old San Antonio Rd (incl median)	0.45	miles	8	2	2	2	1	1
55	ROW	Herff Rd - Christus Parkway to Main St	0.39	miles	8	2	2	2	1	1
56	ROW	Christus Parkway - All of Christus Parkway.	0.27	miles	3	1	1		1	
58	ROW	W Bandera Rd - W property line of Home Depot to IH 10 Frontage	0.21	miles	3	1	1		1	
59	ROW	Upper Balcones Rd - S of Coughran Rd to IH 10 Frontage Rd	0.13	miles	3	1	1		1	
60	ROW	Coughran Rd - W boundary of 5 Coughran Rd to Upper Balcones Rd	0.14	miles	3	1	1		1	
61	ROW	S Main St - IH 10 Frontage Rd to 1481 S Main St	0.36	miles	8	2	2	2	1	1
62	ROW	Old San Antonio Rd - All of Old San Antonio Rd	1.59	miles	3	1	1		1	
63	ROW	Cascade Caverns Rd - Old San Antonio Rd to Ranch Dr	0.76	miles	3	1	1		1	
64	ROW	Scenic Loop Rd - IH 10 Frontage Rd to Cascade Caverns Rd	0.15	miles	3	1	1		1	
65	ROW	Scenic Loop Rd - Sophia Circle to IH 10 Frontage Rd.	0.50	miles	3	1	1		1	
67	ROW	Ranger Creek Rd - IH 10 Frontage Rd to 145 Ranger Creek Rd	1.95	miles	3	1	1		1	
69	ROW	Southglen Blvd - All of Southglen Blvd	0.49	miles	3	1	1		1	
70	ROW	Main St - School St to 1481 S Main	2.40	miles	3	1	1		1	
115	ROW	Regent Park Blvd - IH 10 Frontage to Tilbury Blvd	0.66	miles	3	1	1		1	
116	ROW	Tilbury Blvd - Newport Place to Dead End	0.55	miles	3	1	1		1	
117	ROW	Cascade Caverns Annexation - Parallel to Kilmarnock Rd	0.15	miles	3	1	1		1	

ATTACHMENT A - SCOPE OF SERVICES

SEASONAL MOWING

Map ID	Category	Description	Qty	Unit	Total	MAY	JUNE	JULY	AUG	SEPT
9	Drainage	Brookside Ln & Serenity Dr	0.59	acres	2		1		1	
10	Drainage	Bluebonnet Circle	1.44	acres	2		1		1	
12	Drainage	Harvest Garden St & Woodlands Apartments	1.10	acres	2		1		1	
22	Drainage	Vista Verde & Hunters Creek	1.11	acres	2		1		1	
31	Drainage	CoB Street Dept Shop & E Blanco Rd	2.40	acres	2		1		1	
35	Drainage	Bonn Dr and Fischer Dr	0.83	acres	2		1		1	
37	Drainage	Emery Lane & W San Antonio Ave	0.33	acres	2		1		1	
81	Drainage	North of Estraya Apartments	0.77	acres	2		1		1	
100	Drainage	Overlook at Boerne Drainage Easement	0.78	acres	2		1			1
101	Drainage	N Plant near Devonshire Rd	0.44	acres	2		1			1
102	Drainage	Deer Creek Dr	0.90	acres	2		1			1
103	Drainage	North of Boerne Meadows	0.38	acres	2		1			1
104	Drainage	Creek Channel sections	4.05	acres	2		1			1
105	Drainage	River Rd and Winding Woods	0.36	acres	2		1			1
106	Drainage	NW of Ranches at Creekside	1.08	acres	2		1			1
108	Drainage	West of Walmart	0.40	acres	2		1			1
109	Drainage	Trails of Herff Ranch Drainage	13.50	acres	2		1			1
110	Drainage	South of Boerne Middle School South	0.95	acres	2		1			1
111	Drainage	Southglen Subdivision Drainage areas	16.33	acres	2		1			1
112	Drainage	Kendall Creek Estates Drainage	0.89	acres	2		1			1
113	Drainage	Regent Park	25.55	acres	2		1			1
114	Drainage	Shoreline Park	5.12	acres	2		1			1
118	Drainage	Ranches at Creekside	2.19	acres	2		1			1
18*	Open Space	N Esser Rd and E Blanco St	0.80	acres	2		1		1	
21	Open Space	Deer Creek Dr	0.17	acres	2		1		1	
33	Open Space	Rosewood Ave & S Esser Rd	1.37	acres	2		1		1	
40	Open Space	Irons St at Herff St	0.04	acres	2		1		1	
43*	Open Space	Parking for Old No. 9 Walking Trail at Esser Rd	1.02	acres	2		1		1	
44*	Open Space	S Esser Rd @ River Rd	0.63	acres	2		1		1	
79	Open Space	S School St & IH 10 Frontage Rd	1.24	acres	2		1		1	
80	Open Space	W Bandera Rd & IH 10 Frontage Rd	1.05	acres	2		1		1	
82	Open Space	S Main & IH 10 Frontage Rd	1.07	acres	2		1		1	
107	Open Space	Park and Ride by Chili's	0.83	acres	2		1			1

ATTACHMENT A - SCOPE OF SERVICES

CITY FACILITIES

City Lake	WEEKLY, Deck Height: 2"							
Map ID: 74	Mar	April	May	June	July	Aug	Sept	Oct
48 acres	1	5	4	4	5	4	5	2

City Campus	WEEKLY, Deck Height: 3"							
Map ID: 76	Mar	April	May	June	July	Aug	Sept	Oct
10 acres	1	5	4	4	5	4	5	2

Visit Boerne	WEEKLY, Deck Height: 2"							
Map ID: 120	Mar	April	May	June	July	Aug	Sept	Oct
0.05 acres	1	5	4	4	5	4	5	2

City Cemetary	BI-WEEKLY, Deck Height: 2.5"							
Map ID: 119	Mar	April	May	June	July	Aug	Sept	Oct
5.75 acres	2	3	2	2	3	2	3	2

Animal Care	BI-WEEKLY, Deck Height: 2.5"							
Map ID: 121	Mar	April	May	June	July	Aug	Sept	Oct
0.24 acres	2	3	2	2	3	2	3	2

Police Department	WEEKLY, Deck Height: 2.5"							
Map ID: 77, 78	Mar	April	May	June	July	Aug	Sept	Oct
4.9 acres	1	5	4	4	5	4	5	2

City Trails	WEEKLY, Deck Height: 0.5"							
Map IDs: 71, 72, 73, 75	Mar	April	May	June	July	Aug	Sept	Oct
4.68 miles total	2	3	2	2	3	2	3	2

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **turf and right-of-way maintenance on designated City properties, trails, and ROWs**, in accordance with the Maintenance Standards outlined in this contract.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **FY2026 Turf and Right-of-Way Maintenance**.

ARTICLE 3 – REPRESENTATIVE

3.01 The City of Boerne Director of Parks and Recreation (“Director”) will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer/Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, including General Conditions and Special Conditions.

ARTICLE 4 – CONTRACT TIMES

4.01 *Contract Times: Dates*

- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 31, 2026.
- B. This contract shall be effective upon approval by City Council and execution by both parties. The term of this Contract shall be from the Notice to Proceed date until December 31, 2026, with the option of two (2) additional one-year renewals, subject to City approval and appropriated funds.

Each renewal may allow for a price increase not to exceed three percent (3%) of the previous year’s unit bid prices.
- C. This Contract may be terminated by either party upon thirty (30) days’ written notice stating the reason for termination.
- D. The City reserves the right to award the remainder of the contract to the next lowest and best bidder if deemed in the City’s best interest.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.
 - B. **As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Director.**

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Director as provided in the General Conditions.
- 6.02 *Progress Payments*
- A. Payment shall be made monthly upon satisfactory completion of services and approval by the City’s Representative. Payment will be based on completed units per cycle. The City may withhold payment for unsatisfactory work or contract violations.
- 6.03 *Performance and Inspections*
- A. All work is subject to inspection by the City’s Representative. Deficiencies must be corrected within twenty-four (24) hours of notification (“Call Back”). Two call-backs per property per cycle will be permitted before a zero payment is issued for that property.
 - B. The City may issue a Vendor Performance Form to document exceptional or unsatisfactory performance. Failure to correct deficiencies or respond to corrective action requests may result in termination of the contract.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - E. Contractor has given Director written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Director is acceptable to Contractor.

- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- G. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to [] , inclusive).
 - 2. Performance bond (pages [] to [] , inclusive).
 - 3. Payment bond (pages [] to [] , inclusive).
 - 4. General Conditions (pages [] to [] , inclusive).
 - 5. Supplementary Conditions (pages [] to [] , inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Addenda (numbers [] to [] , inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [] to [] , inclusive).
 - b. Vendor Performance Form
 - c. Scope of Services
 - d. Maintenance Map
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.