

AGENDA
SPECIAL CALLED CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
OCTOBER 27, 2025 – 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. PUBLIC COMMENTS: This is the opportunity for visitors and guests to address the City Council on any issue, in compliance with LGC Section 551.007. City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. (Attorney General opinion – JC-0169)

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

- A. [2025-545](#) CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF OCTOBER 14, 2025.

Attachments: [Minutes.25.1014](#)

- B. [2025-542](#) CONSIDER RESOLUTION NO. 2025-R78; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CONTRACT BETWEEN THE CITY OF BOERNE AND TYLER TECHNOLOGIES FOR PUBLIC SAFETY SOFTWARE SOLUTIONS FOR AN AMOUNT NOT TO EXCEED \$1,006,000.00 OVER A THREE-YEAR CONTRACT.

Attachments: [AIS Tyler Tech PS upgrade](#)
 [Resolution No. 2025-R78](#)
 [Boerne TX Sourcewell SaaS Agreement 090925 101025 101625](#)
 [Resolution No. 2024-R65 Interlocal Communications Services](#)
 [CAD_RMS upgrade COUNCIL POWER POINT packet copy](#)

- C. [2025-544](#) CONSIDER RESOLUTION NO. 2025-R79; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE PURCHASE OF A TRACKED BACKYARD ARTICULATING TELESCOPIC AERIAL DEVICE FROM ALTEC INDUSTRIES, INC. THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$271,953.

Attachments: [AIS Backyard Bucket Sourcewell Purchase](#)
 [Resolution No. 2025-R79](#)
 [Altec Backyard Bucket Sourcewell Contract](#)
 [Atec Backyard Bucket Worksheet](#)

REGULAR AGENDA:

5. PRESENTATIONS, PUBLIC HEARINGS, AND ORDINANCES:

- A. [2025-493](#) RECEIVE THE RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION, HOLD A PUBLIC HEARING AND CONSIDER ON FIRST READING ORDINANCE NO. 2025-19; 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 (SUP) TO ALLOW A DRIVE-THRU IN THE C3 REGIONAL COMMERCIAL DISTRICT WITHIN THE SCENIC INTERSTATE OVERLAY DISTRICT AT 31500 INTERSTATE 10 (KAD# 309883).; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE. (Scooter's Coffee)

Attachments: [AIS Special Use Permit - Scooter's Coffee - 31500 Interstate 10 Ordinance No. 2025-19](#)
[Attachment 1 - Aerial Map](#)
[Attachment 2 - Future Land Use Map](#)
[Attachment 3 - Zoning Map](#)
[Attachment 4 - Environmental Constraints](#)
[Attachment 5 - Project Narrative & Exhibits](#)
[Attachment 6 - UDC Sec. 2-5.D.4 Special Use Permit Approval Criteria](#)

6. RESOLUTIONS:

- A. [2025-549](#) CONSIDER RESOLUTION NO. 2025-R80; A RESOLUTION APPROVING THE FINANCING BY THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF MORNINGSIDE MINISTRIES FOR A HEALTH FACILITY LOCATED WITHIN THE CITY OF BOERNE, TEXAS.

Attachments: [AIS Morningside Ministries New Hope 10.27.25 Resolution No. 2025-R80](#)
[TEFRA Approval - City of Boerne - Morningside Ministries](#)

- B. [2025-535](#) RECEIVE BIDS AND CONSIDER RESOLUTION NO. 2025-R81; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDING THE CONTRACT FOR 2025 HIGH DENSITY MINERAL BOND PROJECT TO _____ FOR AN AMOUNT NOT TO EXCEED \$_____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.

Attachments: [20251027-AIS-HA5 Pavement Resolution No. 2025-R81](#)
[Holbrook Asphalt Bid](#)
[Bid Opening Documentation](#)

- C. [2025-538](#) RECEIVE PROPOSALS AND CONSIDER RESOLUTION NO. 2025-R82; A RESOLUTION AWARDING THE CITY'S DEPOSITORY BANKING SERVICES TO _____, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND MANAGE THE RELATED AGREEMENT.

Attachments: [AIS - Bank Depository Contract](#)
[Resolution No. 2025-R82](#)
[RFQ tabulation and receipt log](#)

7. OTHER:

- A. [2025-495](#) ANNUAL UPDATE ON SHORT-TERM RENTAL PROGRAM.

Attachments: [AIS STR Update](#)

8. CITY MANAGER'S REPORT:

- A. [2025-496](#) RECOGNIZE THE PLANNING DEPARTMENT FOR RECEIVING THE RICHARD R. LILLIE, FAICP PLANNING EXCELLENCE RECOGNITION PROGRAM AND PLANNING ACHIEVEMENT AWARDS URBAN DESIGN - SILVER AWARD: URBAN CORRIDOR DESIGN AND ENHANCEMENT GUIDE FROM THE TEXAS CHAPTER OF THE AMERICAN PLANNING ASSOCIATION.

- B. [2025-020](#) MONTHLY PROJECTS REPORT.

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

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

- A. [2025-548](#) SECTION 551.087 - DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS. (Buc-ee's, Ltd.)

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

- A. [2025-528](#) CONSIDER RESOLUTION NO. 2025-R83; A RESOLUTION AMENDING THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE AND BUC-EE'S, LTD.

Attachments: [Resolution No. 2025-R83](#)

12. ADJOURNMENT

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the 21 day of October, 2025 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
OCTOBER 14, 2025 – 6:00 PM

Minutes of the Regular Called City Council Meeting of October 14, 2025.

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

Council Member Macaluso attended virtually.

Staff Present: Ben Thatcher, Jeff Carroll, Lori Carroll, Mike Raute, Chris Shadrock, Chastity Valdes, and Danny Zincke.

Recognized / Registered Guests: Heather Bateman, Lance Kyle, Ruth Bibb, Denise Bruchmiller, Brad Bruchmiller, Dana Mathes, Jay Pennington, Bailey Dunlap, Anton Bily, Bill Newton, Brandon Bedmart, Margie Shawver, Bill Kindley, Lola Kindley, Cooper Kirk, Charlie Davidson, Sasha Chervinskis, Susan and Skipper Nelson, Amelia and Josh Andrews, Larae Fioresi, Sue Ecklin, Liz Mathes, Anna Nunez, Mark Sierra, Alex Rudd, and Trey Ackerman.

1. CALL TO ORDER – 6:00 PM

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

Mayor Ritchie invited Elder Jeff Morris from the Boerne Bible 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:

Anna Nunez, with the Small Business Administration provided information on Governor Abbott's Declaration regarding the events of July 2nd through July 18, 2025 - severe storms, straight-line winds, and flooding. She provided a handout for the each of the council members stating the types of disaster loans that are available, the credit requirements, and the interest rates.

Jay Pennington, 304 Horseshoe Bend spoke regarding concerns with the Buc-ee's development.

Ruth Bibb, 140 Creek Springs spoke on behalf of Paula Rieker regarding concerns with the Buc-ee's development.

Dana Mathes, 164 Creek Springs spoke regarding concerns with the Buc-ee's development.

Mark Sierra, owner of Compadres spoke regarding concerns with the Buc-ee's development.

Alex Rudd, 68 La Cancion spoke regarding concerns with the Buc-ee's development.

Lance Kyle, 226 Cascade Caverns Road spoke regarding concerns with the Buc-ee's development.

Amelia Andrews, 108 Kingston spoke regarding concerns with the Buc-ee's development.

Denise Bruchmiller, 373 Menger Springs spoke regarding concerns with the Buc-ee's development.

Brad Bruchmiller, 373 Menger Springs spoke regarding concerns with the Buc-ee's development.

Trey Ackerman, 109 Aberdeen spoke regarding concerns with the Buc-ee's development.

4. CONSENT AGENDA:

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVED THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED 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 SEPTEMBER 23, 2025.

THE MINUTES WERE APPROVED.

B. CONSIDER THE MAYORAL APPOINTMENTS OF JOHN WOOLARD TO THE KENDALL APPRAISAL DISTRICT BOARD OF DIRECTORS AND LAURA J. AVERY TO THE CITY'S BOARD OF ADJUSTMENTS AND APPEALS.

THE MAYORAL APPOINTMENTS WERE APPROVED.

REGULAR AGENDA:

5. RESOLUTIONS:

A. PUBLIC HEARING AND CONSIDER RESOLUTION NO. 2025-R75; A RESOLUTION OF NO OBJECTION BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS SUPPORTING EC TERRACES AT CIBOLO, LLC'S HOUSING TAX CREDIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. (Proposed construction or rehabilitation of a 150 unit complex located at 518 Fabra Street.)

Mayor Ritchie called on City Manager Ben Thatcher to speak to agenda items

5.A. and 5.B., noting that the items were related. Mr. Thatcher stated that staff had received a request from Evolve Communities, LLC regarding their application to the Texas Department of Housing and Community Affairs for Housing Tax Credits associated with the proposed remodeling and upgrades to the existing units at the Terraces at Cibolo, located at 518 Fabra Street. He explained that a requirement of the application is a resolution from the City recognizing and confirming that the project supports more than twice the average number of units per capita supported by Housing Tax Credits or Private Activity Bonds. Mr. Thatcher further noted that the City is not participating in any incentives for the project.

Mayor Ritchie opened the Public Hearing at 6:48 p.m.

No comments were received.

Mayor Ritchie closed the Public Hearing at 6:48 p.m.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE RESOLUTION NO. 2025-R75; A RESOLUTION OF NO OBJECTION BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS SUPPORTING EC TERRACES AT CIBOLO, LLC'S HOUSING TAX CREDIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. (PROPOSED CONSTRUCTION OR REHABILITATION OF A 150 UNIT COMPLEX LOCATED AT 518 FABRA STREET.). THE MOTION FAILED BY THE FOLLOWING VOTE:

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

B. CONSIDER RESOLUTION NO. 2025-R76; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS SUPPORTING EC TERRACES AT CIBOLO, LLC'S HOUSING TAX CREDIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND ACKNOWLEDGING MORE THAN TWICE THE STATE AVERAGE PER CAPITA SUPPORTED BY HOUSING TAX CREDITS OR PRIVATE ACTIVITY BONDS. (Proposed construction or

rehabilitation of 150-unit complex located at 518 Fabra Street)

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE RESOLUTION NO. 2025-R76; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS SUPPORTING EC TERRACES AT CIBOLO, LLC'S HOUSING TAX CREDIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND ACKNOWLEDGING MORE THAN TWICE THE STATE AVERAGE PER CAPITA SUPPORTED BY HOUSING TAX CREDITS OR PRIVATE ACTIVITY BONDS. (PROPOSED CONSTRUCTION OR REHABILITATION OF 150-UNIT COMPLEX LOCATED AT 518 FABRA STREET). 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. CONSIDER RESOLUTION NO. 2025-R77; A RESOLUTION APPROVING THE TAX LEVY ROLL OF THE CITY OF BOERNE, TEXAS FOR THE TAX YEAR 2025 (FISCAL YEAR 2025-26).

City Manager Thatcher continued with an explanation of tax levy requirements of Tax Code 5.091 after the budget and tax rate are adopted by the City Council. The tax levy documents are provided by the Kendall Appraisal District.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER BATEMAN, TO APPROVE RESOLUTION NO. 2025-R77; A RESOLUTION APPROVING THE TAX LEVY ROLL OF THE CITY OF BOERNE, TEXAS FOR THE TAX YEAR 2025 (FISCAL YEAR 2025-26). 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

6. OTHER:

A. DISCUSSION ON STORMWATER UTILITY AND RATE STRUCTURE.

Mayor Ritchie called on Engineering and Mobility Director Jeff Carroll to present. Director Carroll explained that the City began collecting stormwater fees in 2021 and currently has 6,774 customers. He provided an overview of the

impervious cover analysis and described the City's four-tier fee structure based on impervious square footage. He highlighted a priority drainage project at the Menger Creek Bridge, which involves replacing the bridge at an estimated cost of \$11.8 million. He noted that no construction funds have been allocated at this time. The original 2022 project estimate was \$3.7 million; however, costs have increased as the project moved from schematic design to final design and incorporated intersection improvements at Herff Road and Old San Antonio Road. The project has been submitted for MPO consideration and other grant opportunities. Director Carroll also provided a comparison of stormwater fees charged by other cities. City Manager Ben Thatcher suggested that Council consider increasing the City's stormwater fees. Discussion ensued regarding funding needs for the next ten years emphasizing the importance of consideration of residents on fixed incomes and the safety of our community, establishing a baseline for Equivalent Residential Unit (ERU) based on the scope and cost of needed projects, and the possibility of needing to issue debt. City Manager Thatcher stated that the item will come back to council in the future for consideration based on staff recommendations.

7. CITY MANAGER'S REPORT:

Mayor Ritchie called on City Manager Thatcher.

A. BOERNE LISTENS - A COMMUNITY SURVEY FOLLOW-UP ON COMMUNICATIONS.

City Manager Thatcher asked Communications Director Chris Shadrock to speak on Communications and Events. Director Shadrock provided an overview of the community survey, which included responses addressing concerns from each district. He reviewed the role of the Communications Department, website analytics, ADA improvements, upcoming enhancements, the AI chat feature, and HOA outreach efforts. He also highlighted community events, collaboration with local partners, and the department's presence in Community Impact. Director Shadrock concluded with an overview of the department's goals for the coming year.

City Manager Thatcher stated that the Rod Run event last week was well

attended, comprised of 8,500 visitors.

City Manager Thatcher reminded the City Council that the next city council meeting will be on Monday, October 27, 2025.

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

No comments were received.

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

Mayor Ritchie announced that Executive Session item A. will not be discussed as the City Attorney is not present.

Mayor Ritchie convened the City Council into Executive Session at 7:34 p.m.

- A. SECTION 551.071 - CONSULTATION WITH ATTORNEY ON A MATTER FOR WHICH IT IS THE DUTY OF THE CITY ATTORNEY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT CONFLICT WITH THIS CHAPTER AND REQUIRES DISCUSSION OF THE ITEM IN CLOSED SESSION, REGARDING COMPLIANCE WITH EXISTING ECONOMIC DEVELOPMENT AGREEMENTS.**

No discussion took place.

- B. SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY: DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY. (Heffner addition lot pt 3 & pt 4, 0.2373 acres)**

No action was taken.

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

Mayor Ritchie convened into Open Session at 7:45 p.m.

No action was taken.

11. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 7:45 p.m.

Approve:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	October 27, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R78; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CONTRACT BETWEEN THE CITY OF BOERNE AND TYLER TECHNOLOGIES FOR PUBLIC SAFETY SOFTWARE SOLUTIONS FOR AN AMOUNT NOT TO EXCEED \$1,006,000.00 OVER A THREE-YEAR CONTRACT.
Contact Person(s)	Steve Perez, Chief of Police Cody Lackey, Assistant Chief of Police Mike Raute IT, Director
Background Information	The City of Boerne, as a member of Sourcewell (member #142017), seeks to procure public safety software from Tyler Technologies, Inc. via their competitively bid contract #060624-TTI. This upgrade transitions the City's public safety operations from Tyler's on-premises Pro products—specifically Public Safety Pro for Computer-Aided Dispatch (CAD) and Records Management System (RMS)—to the cloud-based Enterprise Public Safety suite, delivered as a SaaS solution. The current Pro system provides fundamental tools for law enforcement, including integrated CAD for dispatch and mobile access, RMS for arrest/booking tracking, incident logging, and standardized reporting (e.g., NIBRS, UCR). It emphasizes reducing paperwork, enabling quick implementation, and supporting basic inter-agency data sharing, making it suitable for smaller operations. Upgrading to Enterprise Public Safety offers significant enhancements tailored for scalability and advanced functionality. Key benefits include: • Improved Integration and Workflow Efficiency: Seamless connectivity across CAD, RMS, GIS mapping, mobile computing, and criminal justice systems via Tyler Alliance, reducing data entry, streamlining reporting, and enabling real-time information sharing between dispatchers, officers, firefighters, command staff, and civilian employees. • Enhanced Situational Awareness and Response Times: Advanced features like built-in Automatic Vehicle Location (AVL), customizable GIS map layers, real-time unit tracking, and intelligence-led routing to dispatch the fastest and most

	appropriate units, accelerating emergency responses and improving safety for first responders and citizens. • Data-Driven Analytics and Insights: Powerful tools to analyze data for identifying crime hot spots, trends, and resource redeployment, supporting proactive policing, crime reduction, and effective patrolling. • Scalability for Growth: Configurable for single or multi-jurisdictional operations, accommodating the City's expanding needs without the limitations of the Pro version's more focused scope. • Mobile and Specialized Capabilities: Enforcement Mobile for electronic citations to reduce roadside time, Fire Prevention Mobile for inspections and risk reduction, and Fire & EMS tools for better-prepared responses. • Compliance and Security: Ensures adherence to state/federal mandates with secure data access and built-in safety features, such as emergency backup alerts. Shifting to SaaS from on-premises deployment further amplifies these benefits by providing cloud-based accessibility from anywhere, automatic software updates with minimal downtime, reduced IT maintenance burdens, cost savings through predictable subscription fees, enhanced security monitoring, and improved performance without the need for local hardware management. This aligns with modern public safety demands, enabling the City to leverage data for collaborative, efficient operations while focusing resources on community protection rather than infrastructure. The agreement includes a 3-year initial term starting from the first day of the month following the effective date (last signature date), with automatic 1-year renewals unless terminated with 60 days' notice. It incorporates exhibits for investment summary (costs), invoicing/payment policy, service level agreement, and statement of work, ensuring SOC 1/2 compliance, data security, and intellectual property protections. This procurement leverages Sourcewell's RFP process for competitive pricing and efficiency.
Strategic Alignment	• Safety & Security Tenet: Enhancing emergency response, situational awareness, and data-driven policing to protect residents and first responders. • Customer Objectives (C): Offering quality customer experiences (C1) via reliable, efficient public safety services; seeking customer-driven feedback (C2) through improved analytics; and collaborating with community partners (C3) for enhanced quality of life through real-time inter-agency data sharing.

	• Financial Objectives (F): Committing to strategic, responsible financial management (F1) by utilizing cooperative purchasing for cost-effective solutions; investing in high-quality infrastructure (F2) with scalable, cloud-based technology that reduces long-term maintenance costs; and maintaining a balanced economy (F3) by supporting operational efficiency. • Business Objectives (B): Utilizing data to drive smart decision making (B1) with advanced analytics and insights; advancing master plan recommendations (B2) for technology modernization; and providing streamlined and efficient processes (B3) through integrated workflows and automation. • Learning & Growth Objectives (L): Promoting learning and growth (L1) by equipping staff with modern tools; fostering employee engagement (L2) through user-friendly SaaS interfaces; and emphasizing a values-centric culture (L3) focused on excellence in public service. Overall, this upgrade bolsters community safety, operational resilience, and fiscal stewardship.
Financial Considerations	Total Investment Cost: \$1,006,000 over 3 years. One-Time Cost: Funded via FY 2025-2026 Public Safety/IT Budgets; CAD/911 Communications reserve funds will cover implementation, totaling \$332,894, including travel accommodation for Tyler Technologies Implementation and training teams (\$72,000 for air and ground transportation, lodging, and meals/incidentals). CAD/911 Share (Interlocal Agreement): \$149,154 in Year 1, \$149,154 in Year 2 and \$149,154 in Year 3, paid by City of Boerne, Kendall County, and Fair Oaks Ranch based on their respective call volumes, as determined by the cost-sharing methodology outlined in the Interlocal Agreement for Public Safety and Utilities Communication Services, as referenced in Resolution No. 2024-R65. City of Boerne RMS/Mobile Solution: Implementation cost of \$76,997 in Year 1, with \$50,372 in Year 2 and \$50,372 in Year 3. Kendall County and Fair Oaks Ranch RMS/Mobile Solution: Invoiced and paid for separately by Kendall County Sheriff's Office (KCSO) and Fair Oaks Ranch Police Department (FORPD) under their respective contracts. Additional Costs: Up to 5% for optional RMS or CAD modules, fluctuations in travel expenses, or further data conversions, to be managed within the approved budget or reserve funds as needed. The City's share is a currently budgeted item within the FY 2025-2026 Public Safety and IT budgets, with reserve funds allocated for implementation costs, ensuring no additional appropriations are required. All approved in the FY 2025-2026 Adopted Budget.

Citizen Input/Board Review	No direct citizen input solicited; item aligns with ongoing public safety initiatives discussed in prior Council meetings. Reviewed by Communications Board on October 15, 2025, with recommendation for approval.
Legal Review	Reviewed and approved by City Attorney; agreement complies with Texas procurement laws, Sourcewell cooperative requirements, and includes standard indemnification, warranties, and termination provisions.
Alternative Options	1. Direct RFP procurement: Would increase time and costs without guaranteed better terms. 2. Maintain current systems: Risks outdated technology, reduced efficiency, and non-compliance with modern security standards. 3. Delay approval: Could postpone implementation, impacting public safety operations.
Supporting Documents	Resolution No. 2025-R78 Sourcewell Contract (Tyler Technologies) Resolution No. 2024-R65 Public Safety Interlocal PowerPoint Presentation

RESOLUTION NO. 2025-R78

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CONTRACT BETWEEN THE CITY OF BOERNE AND TYLER TECHNOLOGIES FOR PUBLIC SAFETY SOFTWARE SOLUTIONS FOR AN AMOUNT NOT TO EXCEED \$1,006,000.00 OVER A THREE-YEAR CONTRACT

WHEREAS, the Home Rule Charter establishes purchase procedures requiring approval for all contract expenditures in excess of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the purchase of public safety software solutions has been appropriated in the FY 2025-2026 Public Safety and IT budgets; and

WHEREAS, the City of Boerne, as a member of Sourcewell (member #142017), seeks to procure the Tyler Technologies Enterprise Public Safety software through Sourcewell Contract #060624-TTI to enhance public safety operations;

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 contract between the City of Boerne and Tyler Technologies for public safety software solutions for an amount not to exceed \$1,006,000.00 over a three-year contract term.

PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 142017.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A
- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Boerne, TX.
- **"Data"** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. "Data" excludes Service Usage Data.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.



- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“Service Usage Data”** means data and telemetry collected by us relating to your or your authorized users’ use of the Tyler Software and/or SaaS Services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the

Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth

above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7 Affiliated Organizations for the Tyler Software.

7.1 Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable

release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we

can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us

promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where

appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the

intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement

or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Boerne, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Boerne
447 N. Main St.
Boerne, TX 78006
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment Summary is prepared in accordance with Sourcewell Contract #060624-tti.

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Quoted By: Eric Burrell
 Quote Expiration: 2/23/26
 Quote Name: BAFO - Boerne Kendall County Fair
 Oaks Ranch

Sales Quotation For:

BOERNE, TX CITY OF
 447 N MAIN ST
 BOERNE TX 78006-2091
 Phone: +1 (830) 249-8645

Shipping Address:

Boerne Police Department
 P.O. Box 1677
 Boerne TX 78006-6677

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Platform			
EPS Platform - Standard	\$ 94,900	\$ 0	\$ 94,900
EPS Platform - Mobility	\$ 3,000	\$ 0	\$ 3,000
Computer Aided Dispatch			
Enterprise CAD Combined LE/Fire/EMS	\$ 21,063	\$ 4,213	\$ 16,850
BOLOs	\$ 2,272	\$ 454	\$ 1,818
CAD Auto Routing	\$ 2,651	\$ 530	\$ 2,121
CAD AVL	\$ 2,651	\$ 530	\$ 2,121
Service Vehicle Rotation (Wrecker, Ambulance)	\$ 2,651	\$ 530	\$ 2,121
Web CAD Monitor	\$ 3,787	\$ 757	\$ 3,030
CAD Paging Interface	\$ 2,651	\$ 530	\$ 2,121
E-911 Interface	\$ 2,651	\$ 530	\$ 2,121
CAD NCIC Interface	\$ 4,544	\$ 909	\$ 3,635
Encoder Interface	\$ 2,651	\$ 530	\$ 2,121
CAD CFS (xml) Export Interface	\$ 4,544	\$ 909	\$ 3,635

Radio Location Interface	\$ 5,680	\$ 1,136	\$ 4,544
CAD Data Mart / Includes 2 users	\$ 757	\$ 151	\$ 606
Law Enforcement Records Management System			
Narcotics	\$ 1,420	\$ 284	\$ 1,136
Link Analysis	\$ 6,300	\$ 1,260	\$ 5,040
Enterprise Law Enforcement Records	\$ 34,080	\$ 6,816	\$ 27,264
Briefing Notes	\$ 947	\$ 189	\$ 758
Crash	\$ 1,420	\$ 284	\$ 1,136
Equipment and Inventory	\$ 1,420	\$ 284	\$ 1,136
Use of Force	\$ 1,420	\$ 284	\$ 1,136
Cross Agency Search	\$ 0	\$ 0	\$ 0
Content Manager Core	\$ 3,171	\$ 634	\$ 2,537
NCIC Interface	\$ 8,331	\$ 1,666	\$ 6,665
Report Writing [130]	\$ 33,800	\$ 6,760	\$ 27,040
Law Enforcement Records Management Data Mart / Includes 3-4 users	\$ 1,515	\$ 303	\$ 1,212
Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	\$ 16,250	\$ 3,250	\$ 13,000
Mobile			
Enterprise Mobile Server Software	\$ 24,613	\$ 4,923	\$ 19,690
Law Enforcement Mobile Site License	\$ 33,930	\$ 6,786	\$ 27,144
-Enterprise Law Enforcement Field Mobile	\$ 0	\$ 0	\$ 0
-LE Dispatch/Messaging/State/NCIC	\$ 0	\$ 0	\$ 0
-Drivers License Mag Stripe Reader/Barcode Reader Interface	\$ 0	\$ 0	\$ 0
-Mugshot Image Download	\$ 0	\$ 0	\$ 0
-LE In-Car Mapping / AVL	\$ 0	\$ 0	\$ 0
-LE In-Car Routing	\$ 0	\$ 0	\$ 0
Fire/EMS Mobile Site License	\$ 12,267	\$ 2,453	\$ 9,814
-Enterprise Fire Field Mobile	\$ 0	\$ 0	\$ 0
-Fire Dispatch/Messaging	\$ 0	\$ 0	\$ 0
-Fire In-Car Mapping / AVL	\$ 0	\$ 0	\$ 0
-Fire In-Car Routing	\$ 0	\$ 0	\$ 0
Other			
Data Archive	\$ 1,500	\$ 0	\$ 1,500
TOTAL			\$ 290,952

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Project Management	1	\$ 100,320	\$ 0	\$ 100,320
Systems Assurance – Standard	1	\$ 13,050	\$ 0	\$ 13,050
Mobility Implementation	1	\$ 4,000	\$ 0	\$ 4,000
GIS Implementation - Standard	1	\$ 27,260	\$ 0	\$ 27,260
Decision Support Software Service	2	\$ 10,150	\$ 0	\$ 20,300
NCIC Installation	1	\$ 21,025	\$ 0	\$ 21,025
Combined or Fire/EMS CAD Configuration (up to 2 PSAPs)	1	\$ 17,400	\$ 0	\$ 17,400
CAD Training (10 users ea.)	2	\$ 4,350	\$ 0	\$ 8,700
CAD Go-Live Support	1	\$ 13,050	\$ 0	\$ 13,050
Web CAD Monitor Installation	1	\$ 1,160	\$ 0	\$ 1,160
CAD Paging Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160
E-911 Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160
Encoder Interface Installation	1	\$ 3,480	\$ 0	\$ 3,480
CAD Export Interface Installation Fee	1	\$ 2,320	\$ 0	\$ 2,320
Radio Location Interface Installation Fee	1	\$ 1,160	\$ 0	\$ 1,160
Law Enforcement Records Configuration (up to 5 agencies)	1	\$ 20,880	\$ 0	\$ 20,880
Law Enforcement Records Training	1	\$ 8,700	\$ 0	\$ 8,700
Law Enforcement Records Go-Live Support	1	\$ 8,700	\$ 0	\$ 8,700
IBR Submission	1	\$ 7,250	\$ 0	\$ 7,250
Report Writing Implementation Fee	1	\$ 16,000	\$ 0	\$ 16,000
Cross Agency Search Implementation Fee	1	\$ 0	\$ 0	\$ 0
Law Enforcement and Fire Mobile Messaging Configuration	1	\$ 4,350	\$ 0	\$ 4,350
Law Enforcement and Fire Mobile Messaging Training (includes 10 trainers ea.)	2	\$ 8,700	\$ 0	\$ 17,400
Law Enforcement and Fire Mobile Messaging Go-Live	1	\$ 8,700	\$ 0	\$ 8,700
Public Safety Analytics Installation & Remote Training	1	\$ 4,500	\$ 0	\$ 4,500
Enterprise Law Enforcement Additional Modules				\$ 6,960
Data Archive Conversions				\$ 98,600
Justice				
Setup, Configuration & Consulting	80	\$ 185	\$ 0	\$ 14,800

TOTAL

\$ 452,385

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Software					
Embedded Third Party Software	1	\$ 21,000	\$ 0	\$ 21,000	\$ 4,410
Hardware					
Lantronix UDS-1100	2	\$ 250	\$ 0	\$ 500	\$ 0
Redundant VPN Appliance Bundle	3	\$ 6,000	\$ 0	\$ 18,000	\$ 0

TOTAL

\$ 39,500

\$ 4,410

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 290,952
Total Tyler Services	\$ 452,385	\$ 0
Total Third-Party Hardware, Software, Services	\$ 39,500	\$ 4,410
Estimated Travel	\$ 72,000	\$ 0
Summary Total	\$ 563,885	\$ 295,362

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Addtl Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	2	\$ 24,650	\$ 0	\$ 49,300
Data Archive Single Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS)	1	\$ 49,300	\$ 0	\$ 49,300
TOTAL				\$ 98,600

Optional Tyler Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Computer Aided Dispatch			
Out-of-Band AVL Interface (one-way interface)	\$ 2,651	\$ 530	\$ 2,121
Pre-Arrival Questionnaire Interface	\$ 2,651	\$ 530	\$ 2,121
Call Creation Interface (supports Flock Safety)	\$ 1,700	\$ 0	\$ 1,700
Law Enforcement Records Management System			
Citizen Reporting Interface	\$ 5,680	\$ 1,136	\$ 4,544
Gangs	\$ 1,420	\$ 284	\$ 1,136
Livescan Interface	\$ 2,651	\$ 530	\$ 2,121
Bookings	\$ 1,420	\$ 284	\$ 1,136
TOTAL			\$ 14,879

Optional Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Law Enforcement and Fire Mobile Messaging Go-Live	1	\$ 8,700	\$ 0	\$ 8,700
CAD Go-Live Support	1	\$ 13,050	\$ 0	\$ 13,050
Pre-Arrival Questionnaire Interface Installation	2	\$ 1,160	\$ 0	\$ 2,320
Citizen Reporting Interface Installation	1	\$ 2,320	\$ 0	\$ 2,320
Law Enforcement Records Go-Live Support	1	\$ 8,700	\$ 0	\$ 8,700
Livescan Interface Installation	1	\$ 4,640	\$ 0	\$ 4,640
Out-of-Band AVL Interface Installation	1	\$ 8,700	\$ 0	\$ 8,700
Call Creation Interface Installation Fee	1	\$ 2,320	\$ 0	\$ 2,320
Enterprise Law Enforcement Additional Modules				\$ 2,320
Data Archive Conversions				\$ 23,000
TOTAL				\$ 76,070

Optional Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Hardware					
Redundant VPN Appliance Bundle	1	\$ 6,000	\$ 0	\$ 6,000	\$ 0
Bar Coding Scanner Kit w/Signature Pad	3	\$ 6,400	\$ 0	\$ 19,200	\$ 0
TOTAL				\$ 25,200	\$ 0

Detailed Breakdown of Optional Conversions

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Single Source: CAD (includes Location Alert import into Enterprise CAD)	1	\$ 23,000	\$ 0	\$ 23,000
TOTAL				\$ 23,000

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Per [Tyler's contract with Sourcewell](#), this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, renewals, or hardware.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Tyler has included the Alliance Exchange Platform. Tyler's implementation team will work with the Client to determine which exchanges will be delivered for the go-live and which will be delivered post go-live.

Additional Report Writing users beyond the number set forth in the Investment Summary will be invoiced at Tyler's then-current per-user rate.

Affiliated Agencies

Kendall County Sheriff
Fair Oaks Ranch Police Department

The following fee chart is for the Client's internal reference only, and shall not be invoiced under the Agreement.

	Year 1	Year 2	Year 3
Communication Board	\$149,153.00	\$149,153.00	\$149,153.00
Boerne RMS/Mobile	\$50,372.00	\$50,372.00	\$50,372.00
City of Boerne Total	\$199,525.00	\$199,525.00	\$199,525.00



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. SaaS Fees are being shared among three agencies under three separate contracts. Your SaaS Fees for the initial term shall be invoiced in the following amount:

	Year 1	Year 2	Year 3	
City of Boerne (Police & 911)	\$199,525.00	\$199,525.00	\$199,525.00	
City of Fair Oaks Ranch	\$45,465.00	\$45,465.00	\$45,465.00	To be paid under separate contract.
Kendall County	\$50,372.00	\$50,372.00	\$50,372.00	To be paid under separate contract.
Total	\$295,362.00	\$295,362.00	\$295,362.00	

Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. We will credit your invoice for Year 1 SaaS Fees by the amount of Public Safety Pro maintenance fees you have paid for the current annual maintenance term associated with the Public Safety Pro software.
3. Professional Services.
 - 3.1 The implementation and other professional services, to include Third-Party Hardware, Software, Services, and Estimated Travel fees, as set forth in the Investment Summary are being shared among three agencies under three separate contracts. Such fees shall be invoiced in the following amounts in accordance with the Statement of Work Milestone Schedule below:

City of Boerne (Police & 911)	\$409,891.00	
City of Fair Oaks Ranch	\$76,997.00	To be paid under separate contract.
Kendall County	\$76,997.00	To be paid under separate contract.
Total	\$563,885.00	

Project Stage	Statement of Work (SOW) Milestone Control Points	Invoice Percentage
1	Control Point 1: Initiate & Plan Stage	15%
2	Control Point 2: Assess & Define Stage	15%
3	Control Point 3: Prepare Solution / Configuration Stage	25%
4	Control Point 4: Production Readiness	25%
5	Control Point 5: Go-Live Production Stage	10%
6	Control Point 6: Project Close Stage	10%
	Total	100%

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced as identified above.

4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced as identified above.
Pricing for the initial term of Third Party SaaS Services is indicated in the Investment Summary.
Pricing for subsequent years will be at the respective third party's then-current rates.

4.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as identified above, at the rates set forth in the Investment Summary.

5. Expenses. The Investment Summary includes travel expenses. Expenses will be invoiced in accordance with the milestone schedule above, and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will



work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

City of Boerne

SOW from Tyler Technologies, Inc.

9/10/2025

Presented to:
Mike Raute
447 N Main St
Boerne, Texas 78006

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Consortium (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Empower police, Sheriff, and fire agencies county-wide with integrated CAD and RMS for better information sharing and collaboration
- Upgrade to modern, cloud hosted technology for better CJIS compliance, State/FBI reporting and easier use on mobile devices
- Streamline arrest process and information sharing with County's existing Tyler jail management and court system
- Provide better tools and response time reporting for fire dispatch

1.3 Methodology

This is accomplished by the Consortium and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Consortium’s complexity and organizational needs.



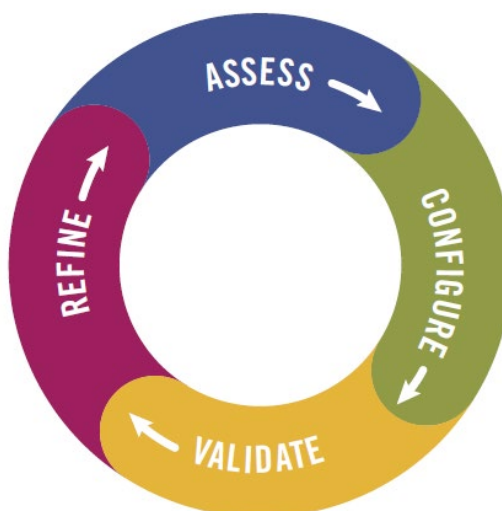
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Consortium and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Consortium and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Consortium's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



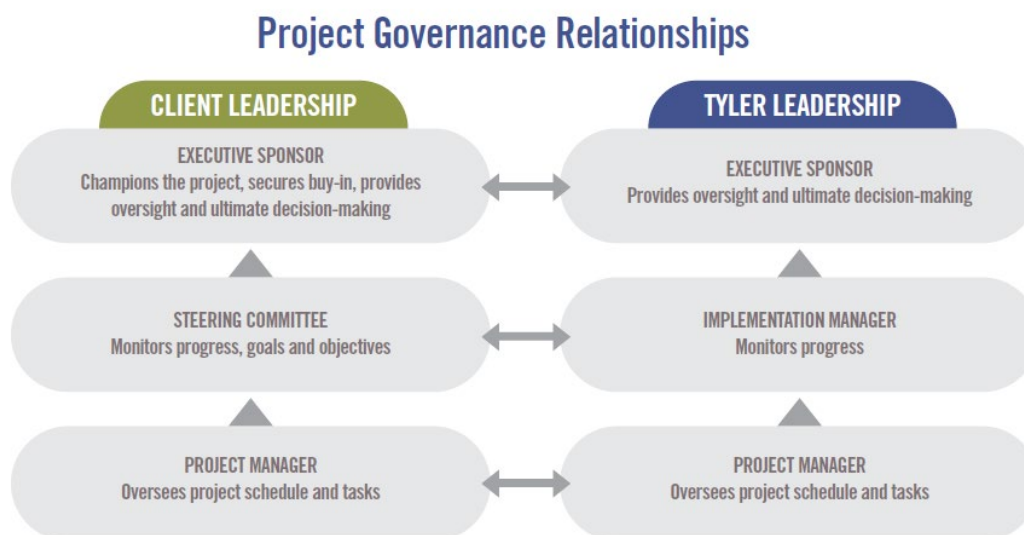
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

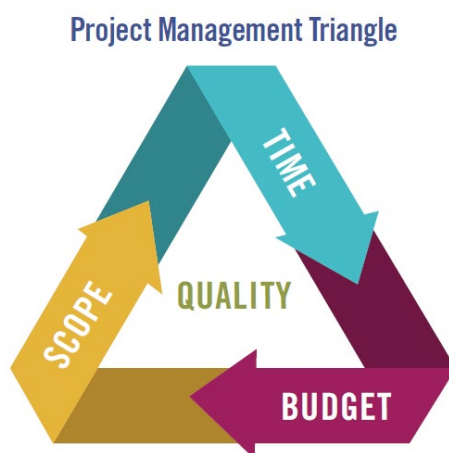
The chart below illustrates an overall team perspective where Tyler and the Consortium collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Consortium Steering Committee become the escalation points to triage responses prior to escalation to the Consortium and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Consortium and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

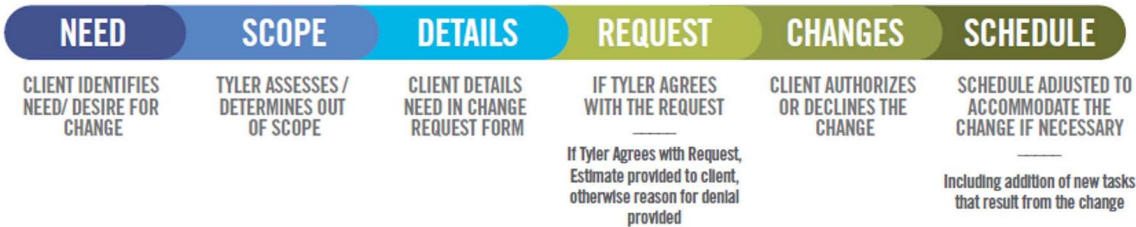
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Consortium; for example, the Consortium may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Consortium, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Consortium will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Consortium). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Consortium office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Consortium will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Consortium feedback and approval on Project deliverables will be critical to the success of the Project. The Consortium project manager will strive to gain deliverable and decision approvals from all authorized Consortium representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Consortium department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Consortium shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Consortium does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Consortium does not agree the Deliverable or Control Point meets requirements, the Consortium shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Consortium shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Consortium does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Consortium and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Consortium, but are roles defined within the Project. It is common for individual resources on both the Tyler and Consortium project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Consortium 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Consortium 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Consortium management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Consortium, the Tyler Project Manager provides regular updates to the Consortium Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Consortium project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Consortium project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Consortium and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Consortium any items that may impact the outcomes of the Project.
- Collaborates with the Consortium 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Consortium 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Consortium and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Consortium through software validation process following configuration.
- Assists during Go-Live process and provides support until the Consortium transitions to Client Services.
- Facilitates training sessions and discussions with the Consortium and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Consortium.
- Loads Consortium provided GIS data into the system.

5.2 Consortium Roles & Responsibilities

Consortium resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Consortium Executive Sponsor

The Consortium executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Consortium steering committee, project manager(s), and functional leads to make critical business decisions for the Consortium.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Consortium Steering Committee

The Consortium steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Consortium project manager and Project through participation in regular internal meetings. The Consortium steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Consortium steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Consortium Policies
 - Needs of other client projects



5.2.3 Consortium Project Manager

The Consortium shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Consortium Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Consortium project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Consortium project manager(s) are responsible for reporting to the Consortium steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Consortium project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Consortium and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Consortium staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Consortium resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Consortium technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Consortium Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Consortium project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Consortium resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Consortium Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Consortium business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.



- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Consortium staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Consortium End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Consortium Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Consortium third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Consortium's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Consortium GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Consortium GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Consortium Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Consortium's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Consortium and Tyler resources.



- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Consortium Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Consortium.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Consortium with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Consortium gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Consortium's team. During this step, Tyler will work with the Consortium to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Consortium project team.

STAGE 1	Initial Coordination																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Consortium project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Consortium		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Consortium to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Consortium Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Consortium's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Consortium Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Consortium with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Consortium provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Consortium has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Consortium is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Consortium's infrastructure meets Tyler's application requirements.
- Ensure the Consortium's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Consortium Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Consortium team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None



6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other Consortium offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Consortium GIS data sources and formats.
- Tyler to understand the Consortium's GIS needs and practices.
- Ensure the Consortium's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							Consortium									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Consortium is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.



Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Consortium
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Consortium business processes. This information will be used to identify and define business processes utilized with Tyler software. The Consortium collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Consortium team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Consortium team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Consortium for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Consortium and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Consortium will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Consortium's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C



Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I
---	--	--	---	---	---	---	---	--	--	--	---	---	---	---	--	--	---

Inputs	Consortium current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Consortium attendees possess sufficient knowledge and authority to make future state decisions.
- The Consortium is responsible for any documentation of current state business processes.
- The Consortium can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
			I		C						A						R
	Extract Data from Source Systems																



Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Consortium Source data
	Consortium Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Consortium Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Consortium representatives to identify business rules before writing the conversion.
- Consortium subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Consortium against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler



Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Consortium can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Consortium									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Consortium Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Consortium Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Consortium will provide network access for Tyler modules, printers, and Internet access to all applicable Consortium and Tyler Project staff.



6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Consortium to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Consortium collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Consortium Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Consortium configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:



- Tyler provides guidance for configuration options available within the Tyler software. The Consortium is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Consortium users on how to execute processes in the system to prepare them for the validation of the software. The Consortium collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Consortium understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Consortium Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Consortium-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C



Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Consortium-specific process documentation (completed by Consortium)	

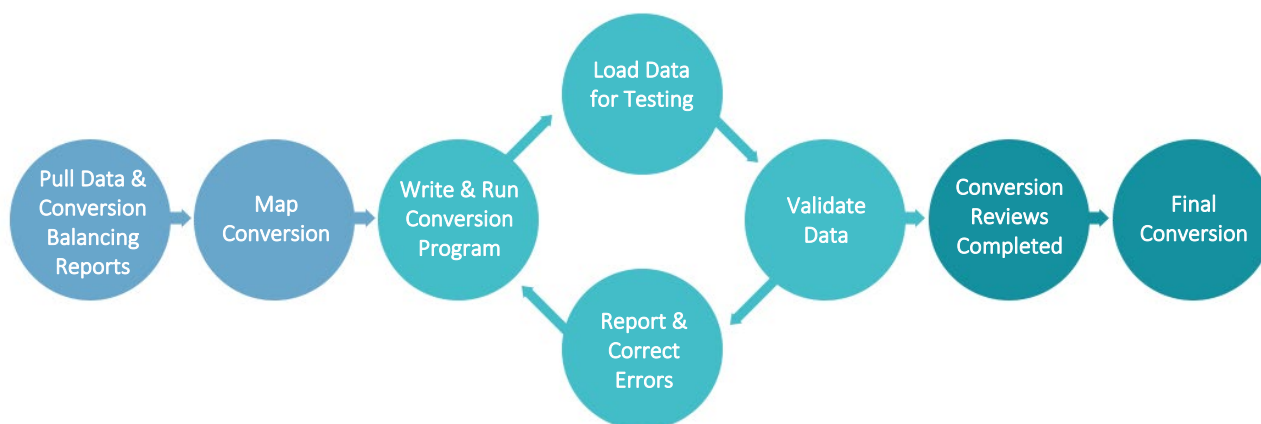
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Consortium's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Consortium will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Consortium to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Consortium



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Consortium will provide a single file layout per source system as identified in the investment summary.
- The Consortium subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Consortium project team will be responsible for completing the code mapping activity, with assistance from Tyler.



6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Consortium team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Consortium to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Consortium verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Consortium organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Consortium



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Consortium updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Consortium will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Consortium has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Consortium will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness	
	Tyler	Consortium



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Consortium

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Consortium users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Consortium specific business process documentation. Consortium-led training labs



using Consortium specific business process documentation if created by the Consortium can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Consortium is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Consortium-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Consortium signoff that training was delivered

Work package assumptions:

- The Consortium project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Consortium as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Consortium departments.
- The Consortium will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:



- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Consortium will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Consortium to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Consortium and Tyler will complete work assigned to prepare for Go-Live.

The Consortium provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Consortium manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Consortium during Go-Live activities. The Consortium transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Consortium data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Consortium



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Consortium confirms data is available in production environment

Work package assumptions:

- The Consortium will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Consortium business processes required for Go-Live are fully documented and tested.
- The Consortium Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Consortium Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Consortium onto the Tyler Client Services team, who provides the Consortium with assistance following Go-Live, officially transitioning the Consortium to operations and maintenance.

Objectives:



- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Consortium teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Consortium to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								Consortium							



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Consortium transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Consortium for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Consortium teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Consortium
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	

Work package assumptions:



- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Consortium may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Consortium teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Consortium								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Consortium and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Consortium acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.



6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Consortium will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Consortium Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Consortium project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Consortium is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Consortium to make process changes.
- The Consortium is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Consortium is responsible for managing Organizational Change. Impacted Consortium resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Consortium resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- Consortium resources will participate in scheduled activities as assigned in the Project Schedule.
- The Consortium team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Consortium will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Consortium will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Consortium makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Consortium will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Consortium will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Consortium is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Consortium representatives to identify business rules before writing the conversion. The Consortium must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Consortium will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Consortium Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Consortium is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The Consortium will provide dedicated space for Tyler staff to work with Consortium resources for both on-site and remote sessions. If Phases overlap, Consortium will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Consortium will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.



Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only



	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the Consortium prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The Consortium may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the Consortium prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the Consortium with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.
2. Tyler will provide the data conversion programs to load the Consortium data to the Tyler Data Archive for the specified files that contain 500 or more records.
3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the Consortium location in order to conduct the following:
 - a. Data Conversion Plan, and
 - b. Assistance for Testing and Training
 - c. * The Consortium will be responsible for travel expenses as set forth in the Payment Terms.
4. Tyler will provide the Consortium up to five (5) test iterations of converted data. One test iteration consists of:
 - a. Loading of data into the Data Archive
 - b. The Consortium reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved
 - c. Tyler corrects or otherwise respond to issues discovered and reported by the Consortium,
 - d. Tyler will conduct internal testing to verify corrections, and



- e. Both parties planning for the next test iteration and/or the live implementation
- 5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the Consortium to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 Consortium Responsibilities

- 3. The Consortium will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or
 - f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that the Consortium requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

- 4. The Consortium will respond to each test iteration in writing, on a form provided by Tyler, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the Consortium shall pay our then-current flat fee for each additional test iteration. The Consortium will promptly review each test iteration once delivered. Prompt review by the Consortium will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

- 5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.
- 6. As provided in the Data Conversion Plan, the Consortium will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the Consortium's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the Consortium personnel is a key part of a successful data conversion.

The Consortium agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.





10. Additional Appendices

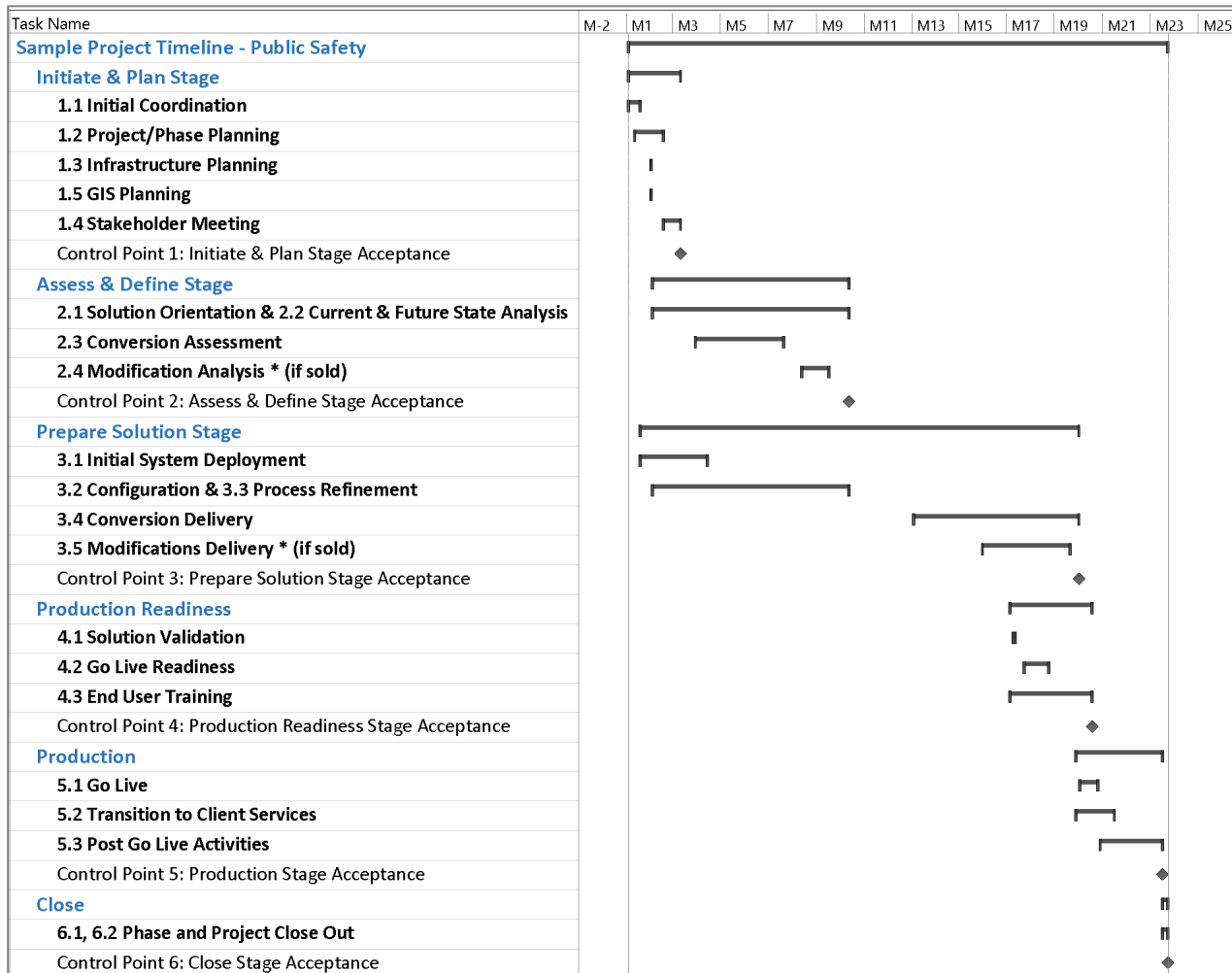
10.1 This work package is not applicable.



11. Project Timeline

11.1 Enterprise Public Safety Project Timeline

11.1.1 Conceptual Project Schedule



The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of Consortium resources to perform tasks, final determination of the overall task list, Consortium schedule constraints and the actual project start date must be determined.

RESOLUTION NO. 2024-R65

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN INTERLOCAL AGREEMENT WITH KENDALL COUNTY AND FAIR OAKS RANCH, TEXAS FOR PUBLIC SAFETY AND UTILITIES COMMUNICATIONS SERVICES.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code gives counties and cities the authority to contract with other governmental entities concerning police protection and other related services; and

WHEREAS, the City of Boerne, City of Fair Oaks Ranch, and Kendall County desire that a centralized public safety and utilities communications office be provided; and

WHEREAS, the City Council finds it in the best interest of the citizens to enter into and manage an interlocal agreement with the City of Fair Oaks Ranch and Kendall County for public safety and utilities communication 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 Kendall County, Texas and Fair Oaks Ranch, Texas for public safety and utilities communication services.

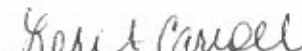
PASSED, APPROVED and ADOPTED on this the 10 day of September, 2024.

APPROVED:



Mayor

ATTEST:



City Secretary

**INTERLOCAL AGREEMENT FOR PUBLIC SAFETY
AND UTILITIES COMMUNICATION SERVICES**

This Interlocal Agreement for Public Safety and Utilities Communication Services ("Agreement") is entered into by and between the CITY OF BOERNE ("Boerne"), FAIR OAKS RANCH ("Fair Oaks"), and KENDALL COUNTY ("County") (collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning police protection and other related services;

WHEREAS, the Parties desire that a centralized public safety and utilities communications office be provided;

WHEREAS, the Parties desire to form a Board of Directors to oversee the centralized public safety and utilities communications office;

WHEREAS, the Parties desire to share the costs and benefits of a centralized public safety and utilities communications office;

WHEREAS, the Parties find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of these governmental functions and services and, by entering into this Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), will be a benefit to all the citizens;

NOW THEREFORE, be it resolved that the Parties enter into this Agreement and agree as follows:

Section 1. Term

The Term of this Agreement is October 1, 2024, through September 30, 2027. It may be renewed by mutual orders or resolutions of the Parties for subsequent three-year terms beginning on October 1, 2027, and ending on September 30, 2030 of each subsequent contract period.

Section 2. Renewal/Cancellation

- A. To initiate acceptance, or subsequent renewal, of this Agreement, Fair Oaks and County shall forward a request to the City Manager of Boerne, seeking a statement of the proposed cost for the next budget year. If said statement of costs is acceptable, Fair Oaks and the County shall forward a signed copy of this Agreement to the City Manager of Boerne prior to August 1.
- B. Boerne shall either accept or decline the offer to enter into, or renew, this Agreement by formal resolution of the City Council of Boerne and shall forward a certified copy of said resolution to the Mayor or City Administrator of Fair Oaks and the County Judge on or before September 1.
- C. Any of the Parties may cancel its participation in this Agreement for any reason by notifying the other parties in writing at least one (1) year prior to the effective date of the cancellation. All amounts due and owing to Boerne pursuant to this Agreement on the effective date of cancellation shall be paid by the cancelling party within sixty (60) days of the receipt of any bill issued by Boerne or the date of cancellation, whichever is later.

Section 3. Funding Determination

- A. To determine the amount of funding for the Term covered by this Agreement, or subsequent renewal, Boerne will count all service calls coming into Boerne dispatch from April 1 through March 31 of the prior year. In this Agreement, the term "service calls" means any and all calls into the Boerne centralized public safety and utilities communications. Service calls include, but are not limited to, traffic stops, utility calls (street, gas, electric, etcetera), and animal control calls.
- B. From the April 1 through March 31 service calls, Boerne will determine the percentage amount of service calls each Party required from the Boerne centralized public safety and utilities communications office. Such determination will be presented by Boerne to the Board of Directors (as established in Section 7 below).
- C. The budget for the Term of this Agreement, and any subsequent renewal, will be determined by Boerne and must be approved by a majority of the Board of Directors.
- D. Each Party will pay its percentage share as set forth in Section 6 below. The funding determination for the Term of this Agreement year is attached as Exhibit A and is incorporated as if set forth herein. The amount of funding for any subsequent renewal of this Agreement will be determined by using the methodology set forth in this Section.

Section 4. Funding Requirements

- A. All Parties agree that all funds due under this Agreement shall be payable out of current revenues and that each Party shall set aside funds in an amount sufficient to satisfy any obligation created by this Agreement.
- B. Any resolution or order of a Party renewing this Agreement shall be deemed to be a certification that the obligations incurred by the terms of the Agreement shall be payable out of current revenues and that the Parties have, or will, set aside funds in an amount sufficient to satisfy any obligation created by this Agreement.
- C. The cost of public safety, public works, roads, bridges and the centralized public safety and utilities communications office operations shall be shared by each government entity based on such Parties percentage amount determined under the parameters set forth in Section 3 above and set forth in Exhibit A.
- D. The cost for maintenance of the dispatch consoles and related equipment housed in the centralized public safety and utilities communications office shall be shared on this same basis.

Section 5. Duties of the City of Boerne

Boerne will provide public safety and utilities communications services to Fair Oaks and the County, twenty-four (24) hours per day, three hundred sixty five (365) days per year, and said services shall include communications for public safety, public works, and utilities.

Section 6. Payments

- A. Fair Oaks agrees to pay Boerne the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2024, through September 30, 2027.
- B. Kendall County agrees to pay Boerne the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2024, through September 30, 2027.

- C. Boerne agrees to set aside the amount set forth on Exhibit A for public safety and utilities communications services from October 1, 2024, through September 30, 2027.
- D. Payments by each entity shall be made quarterly and in advance, no later than the 10th day of the first month of the quarter, with the first payment due no later than October 10. Payments due under this Agreement shall be made payable to the City of Boerne (c/o Director of Finance), P. O. Box 1677, Boerne, Texas 78006.
- E. Should any of the funds from any of the Parties, including Boerne, remain at the end of the term of this Agreement, such funds shall be placed into a reserve fund which shall be set aside in a separate accounting line item.
- F. The funds placed into this reserve fund will be used solely for shared costs necessary for Boerne centralized public safety and utilities communications office. At the end of each Agreement year, Boerne will provide Fair Oaks and the County an accounting of the amounts in such reserve funds and any amounts spent out of the reserve funds during the Agreement year.

Section 7. Board of Directors

- A. A Board of Directors shall be appointed to oversee the public safety, public works and utilities communications.
- B. The Board of Directors shall include the current Chief of Police for Boerne, the Chief of Police for Fair Oaks, and the County Sheriff. The Parties will appoint two additional members each. All members shall be employees or elected officials of the respective governmental entity. Volunteer firefighters shall be considered employees for the purpose of serving on this Board of Directors.
- C. Before hiring a Communications Supervisor, the potential candidate will be interviewed by the Board. The Communications Supervisor will be hired by the Boerne Chief of Police and will be an employee of the City of Boerne. The Communications Supervisor will write policies and procedures and be responsible for hiring any additional staff as needed. The Communications Supervisor will work with the Board but will come under the direct supervision of the Boerne Chief of Police.

Section 8. Miscellaneous

- A. 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,

Shane Stolarczyk
Kendall County Judge
201 E. San Antonio Ave.
Boerne, Tx 78006

Ben Thatcher
City Manager
447 N Main St.
Boerne, Tx 78006

Scott Huizenga
City Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, Tx 78015

- B. 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.
- C. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Exhibit A

Below is the breakdown for dispatch services. The capital expenditures of \$64,000 was removed, as reserve fund balance will be used for funding, from the proposed budget, leaving the balance at \$1,672,297.

Cost per entity for FY 24-25

Kendall County – 43% - \$719,087.71

City of Boerne – 38% - \$635,472.86

City of FOR – 19% - \$317,736.43

The obligations and undertakings of each of the parties to this Agreement shall be performable in Kendall County, Texas.

- E. 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 TRIPLICATE ORIGINALS on the 20th day of September, 2024.

Approved:


Ben Thatcher, City Manager

~~County Judge~~ Attest:


City Secretary

Approved:


Shane Stolarczyk,

Attest:


County Clerk

Approved:


Scott Huizenga, City Manager

Attest:


City Secretary



4 B . October 27, 2025

CONSIDER RESOLUTION NO. 2025-R78; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A CONTRACT BETWEEN THE CITY OF BOERNE AND TYLER TECHNOLOGIES FOR PUBLIC SAFETY SOFTWARE SOLUTIONS FOR AN AMOUNT NOT TO EXCEED \$1,006,000.00 OVER A THREE-YEAR CONTRACT.

1

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:



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.



INTEGRITY • COLLABORATION • RESPECT • SERVICE • EXCELLENCE

City of Boerne Public Safety Software Upgrade

Procured via Sourcewell Contract #060624-TTI as member #142017

Transition from on-premises Tyler Pro (CAD & RMS) to cloud-based Tyler Enterprise Public Safety SaaS

Current Pro System vs. Enterprise Suite

- **Current Pro:** Basic CAD for dispatch/mobile, RMS for arrests/incidents/reporting (NIBRS/UCR); reduces paperwork, quick setup, basic inter-agency sharing – ideal for smaller ops
- **Enterprise:** Advanced CAD (NG911 compliant, text-to-911); RMS as centralized repository with inquiries/reporting/investigations; integrates with courts/justice systems for seamless data sharing
- Supports Boerne & Fair Oaks Ranch Police, Boerne and Kendall County Fire/EMS, Kendall County Sheriff's Office with real-time info access and intelligence-led responses.



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Key Benefits of Upgrade

- Improved Integration: Seamless CAD/RMS/GIS/mobile connectivity via Tyler Alliance; real-time sharing across dispatchers/officers/fire/command
- Enhanced Awareness: AVL, GIS layers, unit tracking, intelligence routing for faster responses; Fire/EMS pre-plans/hazards/hydrants
- Data Analytics: Identify crime hot spots/trends; actionable intelligence from arrests/reports/citations
- Mobile Capabilities: Enforcement Mobile for e-citations; real-time call details/report submission on devices
- Scalability & Compliance: Multi-jurisdictional; secure data access, SOC 1/2, state/federal mandates
- Cloud Benefits: Anytime access, auto updates, minimal downtime/IT burden, predictable fees, enhanced security/performance
- Focus on community protection over infrastructure; aligns with modern demands for collaborative ops
- Agreement: 3-year term (auto 1-year renewals, 60-day notice); includes costs (Exhibit A), SLA, SOW; ensures compliance/security/IP protection
- Lower maintenance cost per year – current RMS annual maintenance is \$ 80,000, New software maintenance cost will be \$50,372.



INTEGRITY • COLLABORATION • RESPECT • SERVICE • EXCELLENCE

Financial Cost Breakdown

- Total Investment Cost: \$1,006,000 over 3 years.
- ONE-TIME Cost - Funded via FY 2025-2026 Public Safety/IT Budgets; **CAD/911 Communications** reserve funds will cover implementation \$332,894, includes travel accommodations for Tyler Technologies Implementation and training teams \$72,000. (Air, & ground transportation, lodging, and meals & incidentals.)
- **CAD/911 Share (Interlocal Agreement):** Boerne, Kendall County, Fair Oaks – \$149,154 year 1, \$149,154 year 2, and \$149,154 year 3 as determined by their respective call volumes, in accordance with the cost-sharing methodology outlined in the Interlocal Agreement for Public Safety and Utilities Communication Services, as referenced in Resolution No. 2024-R65.
- City of Boerne **RMS/Mobile Solution** – Implementation \$76,997 Year 1 – \$50,372 Year 2 - \$50,372 Year 3
- Kendall County and Fair Oaks Ranch **RMS/Mobile Solution** – Invoiced and paid for by each KCSO & FORPD under separate contracts.
- 5% for Optional modules for RMS or CAD and any fluctuation in travel expenses or further data conversions



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MDR SERVICES RENEWAL

Questions ?

Approve Resolution No. 2025-R78; A Resolution Authorizing The City Manager To Enter Into And Manage A Contract Between The City Of Boerne And Tyler Technologies For Public Safety Software Solutions For An Amount Not To Exceed \$1,006,000.00 Over A Three-Year Contract.



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AGENDA ITEM SUMMARY

Agenda Date	October 27, 2025
Requested Action	APPROVE RESOLUTION NO. 2025-R79; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE PURCHASE OF A TRACKED BACKYARD ARTICULATING TELESCOPIC AERIAL DEVICE FROM ALTEC INDUSTRIES, INC. THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$271,953.
Contact Person	Michael Mann – Utilities Director
Background Information	The current fiscal year budget includes funding for the purchase of a two-person tracked backyard bucket device. This device is extremely useful and safer for personnel to work on electric distribution equipment in areas that standard bucket trucks cannot access.  The purchase price of this equipment requires procurement through the public bidding process or a cooperative purchasing program. Staff recommend purchasing from Altec Industries, Inc. through the Sourcwell Cooperative Purchasing Program at a total cost of \$271,953. The City Charter requires specific approval from the Council for the purchase. The approved budgeted amount for this purchase is \$273,000. Staff requests that the Council authorize the City Manager to make the purchase.

Strategic Alignment	F2 – Investing in and maintaining high-quality infrastructure systems and public assets. B3 – Providing streamlined and efficient processes. C1 – Offering quality customer experiences.
Financial Considerations	The proposed purchase price is slightly below the approved budget amount. Funding will come from the Electric Operating Fund.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	We could defer or eliminate this purchase. However, the price would likely be higher in the future, and we would lose the operational and safety benefits of the unit.
Supporting Documents	Resolution No. 2025-R79 Sourcewell Contract Altec Worksheet

RESOLUTION NO. 2025-R79

A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AUTHORIZING THE PURCHASE OF A TRACKED BACKYARD ARTICULATING TELESCOPIC AERIAL DEVICE FROM ALTEC INDUSTRIES, INC. THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$271,953

WHEREAS, the Home Rule Charter establishes purchase procedures requiring approval for all contract expenditures in excess of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the purchase of a tracked backyard articulating telescopic aerial device has been appropriated in the FY 2025-2026 budget; and

WHEREAS, the City Council finds it necessary to procure the aerial device from Altec Industries, Inc. through the Sourcewell Cooperative Purchasing Program to ensure competitive pricing and operational efficiency;

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

that the City Council hereby authorizes the purchase of a tracked backyard articulating telescopic aerial device from Altec Industries, Inc. through the Sourcewell Cooperative Purchasing Program for an amount not to exceed \$271,953.00.

PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

Quoted for: City of Boerne

Customer Contact:

Phone: / Email:

Quoted by: Kendra Eaton

Phone: / Email:

Altec Account Manager: Aaron Guerra

Sourcewell
Price

REFERENCE ALTEC MODEL

AT48MW	Articulating Telescopic Aerial Device - Tracked Backyard with 22,000 GVWR trailer	\$308,917
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(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SOURCEWELL OPTIONS TOTAL: \$308,917

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	No Platform Elevator Add 2-Man Platform	-\$281
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS		\$0
8	OTHER	Altec MY Adjustment	-\$42,480

OPEN MARKET OPTIONS TOTAL: -\$42,761

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$266,156.00

Delivery to Customer: \$5,797.00

TOTAL FOR UNIT/BODY/CHASSIS: \$271,953.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

October 15, 2025
Our 96th Year

Ship To: ALTEC INDUSTRIES PLANT 227 CREEDMOOR FINAL ASSY BURNSVILLE BODY PLANT 150 ALTEC DRIVE BURNSVILLE, NC 28714 US	Bill To: ALTEC INDUSTRIES PLANT 227 CREEDMOOR FINAL ASSY CREEDMOOR FINAL ASSEMBLY 1550 AERIAL AVE CREEDMOOR, NC 27522 United States
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Attn:
Phone:
Email:

Altec Quotation Number:	980523 - 1
Account Manager:	Unassigned-Preferred Configuration
Technical Sales Rep:	William Jacob Bledsoe

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	Altec Model AT48MW Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm, proportional joystick upper controls, and includes Altec low power fiber optic system. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to bottom of Platform Height 46.7 ft at 6.7 ft from centerline of rotation (14.2 m at 2.0 m) B. Working Height: 51.7 ft at 15.8 m C. Maximum reach to edge of platform with Upper Boom Non-overcenter: 31.2 ft (at 19.5 ft platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from 6.5 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom when retracted and 64.6 inches when extended. I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. High Electrical Resistant Upper Controls. All controls at the platform are classified as High Electrical Resistant according to ANSI A92.2 5.4.2.6 that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle: A single handle controller that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	electrical hazards.	
K.	Hydraulic system: Closed center, pressure-compensating system, maximum operating pressure 2850 PSI.	
L.	Dielectric rating: Category C, 46 kV and below	
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.	
N.	Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device.	
O.	Unit meets or exceeds ANSI 92.2 standards.	
2.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1
3.	Platform Mounted Single Handle Controls	1
4.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1
5.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1
6.	Platform Elevator	1
7.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1
8.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1
10.	Remote Engine Start/Stop With Secondary Stowage System, Electronic/Fiber Optic	1
11.	Aerial Speed Control, Electronic/Fiber Optic	1
12.	Jib Stick, 36" L, non-extension, non certified, grey in color	1
13.	Platform Lighting for illumination of platform controls	1
14.	Slip Ring	1
15.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1
16.	Winch load line swivel hook	1
17.	Altec Unit Powder Painted White	1

Unit & Hydraulic Acc.

18.	Ergonomic Bucket Pad, 24 x 30	1
19.	HVI-22 Hydraulic Oil (Standard).	1

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<u>Body and Chassis Accessories</u>		
20.	Tilt trailer, tandem axle, 22,000 LB GVWR - includes the following features:	1
	A. 26 foot deck length (20 foot tilt and 6 foot stationary) B. Black painted steel frame with 2 x 8 treated wood decking C. Gravity tilt with dampener and lock handle D. Electric brakes, enclosed electrical wiring, LED lighting, and 6-way pin type electric plug wired to SAE standards E. 12,000 LB spring loaded jack with drop leg F. 50,000 LB adjustable height pintle eye coupler G. Deck mounted, top opening tool box with locking latch, 19 inches high x 20 inches wide x 47 inches long H. Four (4) D-ring tie downs welded to trailer frame and four (4) tie down chains/binders 11,300 LB WLL I. Spare tire with mount, lockable J. Two (2) 1 inch wide x 10 foot long ratchet straps, 800 LB capacity K. Document holder L. Blackwood decking for additional traction M. 12 year tiered manufacturer's structural warranty, 100% (Month 0-36), 75% (Month 37-72), 50% (Month 73-144)	
21.	Unit Stow Support	1
	A. Articulating arm stow support installed on cargo deck B. Boom tie down strap installed on turntable boom stow C. Platform rest installed	
22.	Wood Outrigger Pad, 19.5" x 19.5" x 1.88", With Fluorescent Orange Steel Band Around The Outer Edges And Chain Handle	4
23.	Outrigger Pad Holder, 20.25" L x 20.5" W x 9.61" H, Holds Four (4) 19.5" x 19.5" x 2.25" Outrigger Pads, Installed on Carrier Cargo Deck	1
24.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
25.	Turf Protection Mat Rack, Installed on Trailer	1
26.	Turf Protection Mat, 6' L x 3' W, Black	6
27.	5 LB Fire Extinguisher With Heavy Duty Bracket, Installed	1
28.	Triangular Reflector Kit, Shipped Loose	1

Electrical Accessories

29.	Ground Lighting Package with Six (6) LED Lights:	1
	A. Two (2) lights installed at front of carrier B. Two (2) lights installed on sides of carrier cover package, one (1) each side C. Two (2) lights installed at rear of carrier	
30.	Grounding Rod, Installed on Carrier	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
31.	Install Battery Charger for Radio Remote Controls on Carrier	1
32.	Install Radio Remote Antenna on Turntable	1

Finishing Details

33.	Powder Coat Unit Altec White	1
34.	Powder Coat Carrier Altec White	1
35.	Apply Non-Skid Coating (Black) to Carrier Deck Plate	1
36.	Dielectric test unit according to ANSI requirements.	1
37.	Stability test unit according to ANSI requirements.	1
38.	Focus Factory Build	1
39.	Delivery Of Completed Unit	1
40.	Inbound Freight	1
41.	Installation - AT48MW	1

Additional Pricing

42.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
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Carrier and Accessories

43.	CT14S Track Carrier	1
A.	Transport Slope Safety Features including: Audible alarm at high angles; speed reduction at high angles; Engine shutoff in case of equipment turnover; Speed reduction when tracks are not fully extended.	
B.	Boom stow switch on boom rest to interlock track and outrigger controls.	
C.	Four (4) hydraulically radial outriggers with pivoting shoes. Maximum outrigger width is 156 at the front of the machine and 138 at the rear of the machine. The distance from front outrigger shoe to rear outrigger shoe at maximum spread setup is 141.8.	
D.	Closed center, pressure-compensating system, flow range 0 22 GPM, pressure range 375-3000 PSI.	
E.	Radio remote interface for ground and lower controls.	
F.	CAN-based electric over hydraulic control system	
G.	CAN-based carrier control pendant	
H.	Lockable engine covers with removable panels for easy service.	
I.	Remote control storage box installed	
J.	Lower hydraulic tool circuit	
K.	Hydraulic Reservoir, 15 Gallons with HydroNucleation technology	
L.	Standard 25,000 BTU Oil Cooler	
M.	6 gallon fuel tank	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
N.	English Safety and Instructional Decals	
44.	Black tracks, standard tread.	1
45.	Diesel Engine, 24.8 hp diesel engine and torque limiting piston pump provide hydraulic power for carrier and unit operation. Fuel Tank installed 6 gallon capacity.	1
46.	HVI-22 Hydraulic Oil (Standard)	22
47.	Remote Engine Start/Stop and Secondary Stowage System (Includes DC Pump)	1
48.	Powder Coat Carrier Altec White	1
49.	Wiring harness installed for ground lighting package	1

Altec Industries, Inc.

BY

William Jacob Bledsoe

Notes:

- 1 Chassis pricing should be considered budgetary only and is subject to change when specific model year pricing becomes available from the OEM.
- 2 Delivery: #DELIVERY_DAYS# days after receipt of order PROVIDING:
 - A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
 - B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
 - C. Customer approval drawings are returned by requested date.
 - D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
 - E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.
- 3 This quotation is valid until OCT 17,2021. After this date, please contact Altec Industries, Inc. for a possible extension.
- 4 F.O.B. - #FOB_TERMS#
- 5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 6 Interest charge of 1/2% per month to be added for late payment.
- 7 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for

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more information.

8 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

9 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

10 Any payment made by a credit card may be subject to a surcharge fee.

11 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

12 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

13 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

14 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

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Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 15 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

- 16 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 17 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.



AGENDA ITEM SUMMARY

Agenda Date	October 27, 2025
Requested Action	RECEIVE THE RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION, HOLD A PUBLIC HEARING AND APPROVE ON FIRST READING ORDINANCE NO. 2025-19; 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 (SUP) TO ALLOW A DRIVE-THRU IN THE C3 REGIONAL COMMERCIAL DISTRICT WITHIN THE SCENIC INTERSTATE OVERLAY DISTRICT AT 31500 INTERSTATE 10 (KAD# 309883).; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE. <i>(Scooter's Coffee)</i>
Contact Person	Nathan Crane, Planning Director (830) 248-1521 ncrane@boerne-tx.gov
Background Information	BACKGROUND: The property is an undeveloped 0.721-acre tract located at 31500 Interstate 10 (BDSP - Scenic Loop Rd Lot 1). It is owned by Brazos de Santos Partners LTD, and the applicant is Andrew Davis for Texas Coffee Holdings. The property is designated Auto-Oriented Commercial on the Future Land Use Map. The property is located within the city limits, zoned C3 – Community Commercial and falls within the Scenic Interstate Corridor Overlay District. The Scenic Interstate Corridor Overlay District, as detailed in UDC Chapter 3, Section 3.17, establishes additional design and development standards to minimize the visual and environmental impacts of auto-oriented development on the natural landscape Accessory drive-thru's are permitted in the C3 Zoning District subject to review and approval of a Special Use Permit (SUP) (UDC Sec. 3.7). A Boerne Neighborhood Discussion (BND) was held on August 19, 2025, to gather input for the proposed Scooter's Coffee drive-thru SUP at

	31500 IH-10 . No members of the public attended. The applicant presented plans addressing site layout, drive-thru stacking, access, landscaping, lighting, and anticipated impacts. The Planning and Zoning Commission considered this request at their October 6 meeting. The Commission voted 6-0 to recommend approval of the request subject to four stipulations. REQUEST: 1. The applicant, Texas Coffee Holdings, LLC (Scooter’s Coffee), requests a Special Use Permit (SUP) to allow a 668-square-foot Scooter’s Coffee with a drive-thru at 31500 IH-10, zoned C3–Community Commercial within the Scenic Interstate Corridor Overlay District. 2. The proposed drive-thru is designed to accommodate up to 14 vehicles in the queue and provides an escape lane. 3. The site plan identifies five on-site spaces, including one ADA stall, with an additional ten shared spaces available, for a total of fifteen. A bicycle rack is also proposed, providing accommodation for alternative transportation. 4. The hours of operation are 5:30 AM to 8:00 PM, seven days a week. ANALYSIS: The City Council must determine whether the proposed use meets the requirements of Section 2.5.D.4 of the UDC prior to making a recommendation on the Special Use Permit. The applicant bears the responsibility of demonstrating compliance. Below is a summary of staff analysis: <u><i>Compatibility and Consistency with Comprehensive Master Plan</i></u> • The subject property is designated Auto-Oriented Commercial on the Land Use Map of the Comprehensive Master Plan. The Auto-Oriented Commercial category is intended for high-traffic corridor uses such as restaurants and supports businesses that primarily serve the automobile while requiring enhanced landscaping, buffering, signage, and pedestrian accessibility. The proposed Scooter’s Coffee drive-thru is compatible with this vision. • The site is a vacant pad within a commercial subdivision along IH-10. While it has been used informally for overflow parking by
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	adjacent businesses, it is not developed or permitted for that purpose. Its planned use as a drive-thru coffee shop is consistent with the area’s intended retail and service-based development pattern. <u><i>Compatibility with Zoning District, and UDC</i></u> • The site is located between Valero, NAPA Auto Parts, and Bill Miller Bar-B-Q near the intersection of IH-10 and Scenic Loop Road. Bill Miller already operates an accessory drive- thru at this location, and the proposed Scooter’s Coffee drive-thru use is consistent with the surrounding commercial tenants in terms of scale, intensity, and hours of operation. The proposed use is consistent with C3 zoning when approved with an SUP (UDC 3-7.B.2). • The proposed site design complies with Scenic Interstate Corridor Overlay requirements (UDC Sec. 3.17), which include enhanced landscaping and buffering, such as the required 30-foot landscape buffer along IH-10, restrictions on signage type and scale, and compliance with dark-sky lighting standards. <u><i>Evaluation of Design, Configuration, and Operation</i></u> • The project proposes a 668-square-foot building designed as a drive-thru coffee shop with no indoor seating. • The drive-thru is designed for a 14-car queue stack with a bypass lane. Proposed drive-through design meets and exceeds the minimum stacking requirements in UDC Section 5.7. They provide 14 spaces total where only 10 are required and include the bypass lane. Average service time is estimated at two minutes per vehicle, based on comparable store performance as provided by the applicant. • A walk-up service window with ADA-accessible pedestrian connection is included, linking to the public sidewalk within the IH-10 right-of-way access road. • Dumpster facilities will be fully screened and landscaping meets overlay requirements. • Hours of operation are 5:30 AM to 8:00 PM, seven days a week. • Noise, lighting, and activity levels are consistent with adjacent commercial uses, and staff may assist with queue management during peak periods. <u><i>Access, Circulation, and Parking</i></u>
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	• Access to the site is provided via Interstate 10 W frontage road. The site will utilize one entry and two exit driveways, with cross-access provided through existing commercial drives serving the subdivision. No new curb cuts are proposed. • Per UDC Section 5.6.G.1, restaurant uses require one bicycle space for every 20 vehicle parking spaces. Based on seven required vehicle spaces, one bicycle space is required. The site plan provides two bicycle spaces, exceeding the minimum requirement. • A Peak Hour Traffic (PHT) Generation Worksheet was submitted, showing 57 PM peak-hour trips, which does not exceed the threshold requiring a Traffic Impact Analysis (TIA). • Per UDC Section 5.6.B.6, restaurant uses require one parking space per 100 square feet of gross floor area. For the proposed 668-square-foot building, seven spaces are required. The site plan provides five on-site spaces, including one ADA-compliant stall, with the remaining two spaces satisfied through a shared parking agreement with Bill Miller's. A bicycle rack is also included, providing accommodation for alternative transportation. <u><i>Environmental Considerations</i></u> • The subject property lies within the Lower Glenrose Buffer, which typically requires submission of a Geological Assessment Report to identify potential aquifer recharge features. In this case, the requirement has been waived because the site has already been graded, and no significant natural features remain. • The property is also located within Development Protection Zone 2 (DPZ 2). DPZ areas highlight environmentally sensitive lands where additional review is recommended to minimize aquifer recharge and stormwater impacts. The proposed mitigation measures—including a bioretention/LID feature, xeriscape/native landscaping, and the 30-foot IH-10 buffer—are consistent with the intent of DPZ guidance. • The site plan incorporates a bioretention/low impact development (LID) feature for stormwater quality management in accordance with UDC Ch. 8; final compliance will be verified at the site development permit stage. • Landscaping incorporates xeriscape/native plantings and meets the 30-foot buffer requirement along IH-10, consistent with nonresidential landscaping standards and the Scenic Interstate Corridor Overlay District.
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	• The applicant submitted a photometric plan demonstrating dark-sky compliant lighting in accordance with UDC Appendix D. <u>Utilities</u> • The site includes existing utility connections, and the proposed use will not significantly increase water or sewer demand. There is existing capacity to serve the proposed use. FINDINGS: • The proposed SUP is consistent with the Comprehensive Master Plan. • The proposed SUP is compatible with existing uses and the future land use plan. • The proposed SUP is consistent with the approval criteria listed in Section 2.5.D of the UDC. PLANNING AND ZONING COMMISSION ACTION: The Planning and Zoning Commission considered this request at their October 6 meeting. The Commission voted 6-0 to recommend approval of the request subject to the following stipulations: 1. The proposed use shall conform to the narrative and site plan date stamped September 24, 2025. 2. Final design and installation of the proposed bioretention/low impact development (LID) feature shall be subject to staff approval to ensure compliance with UDC Chapter 8 Environmental Design requirements. 3. Final design and installation of escape lane shall be subject to staff approval to ensure compliance with UDC access and circulation standards. 4. In accordance with UDC Sec, 2-5.D.8.a.iii, the Special Use Permit shall expire within two years from the date of approval if no physical improvements are made, and a certificate of occupancy is not issued. RECOMMENDATION: City Council should receive the recommendation from the Planning and Zoning Commission, hold a public hearing, and determine if the request meets the requirements of UDC Section 2-5.D Special Use Permits. If the Council chooses to approve the request, staff recommends adopting the stipulations as approved by the Planning and Zoning Commission. COUNCIL ACTION:
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	Upon completion of a public hearing, the Council may: approve; approve with conditions; approve in part; deny; or deny in part the request. MOTIONS FOR CONSIDERATION: The following motions are provided to assist the Council’s decision. I move that the City Council APPROVE the request for a Special Use Permit subject to the four stipulations recommended by the Planning and Zoning Commission. OR I move that the City Council recommend DENY the request for a Special Use Permit based on the following findings: (The Commission will need to state the reasons for denial, referencing the criteria in Section 2-5.D of the UDC.)
Strategic Alignment	
Financial Considerations	N/A
Citizen Input/Board Review	A BND meeting for this request was held on August 19, 2025. Text message notifications were sent to neighbors in a geo-targeted area surrounding the project. No members of the public attended. The applicant presented plans addressing site layout, drive-thru stacking, access, landscaping, lighting, and anticipated impacts. Notice of the Planning & Zoning Commission public hearing was published in the Boerne Star on September 21, 2025. Letters were sent to 15 property owners within 500 feet, and a public notice was posted on the property on September 24, 2025. One (1) response was received in opposition. Notice of the City Council public hearing was published in the Boerne Star on October 12, 2025. A public notice was posted on the property on October 10, 2025. No written correspondence was received in response to the request.
Legal Review	This action is needed to meet statutory requirements.

Alternative Options	
Supporting Documents	Ordinance No. 2025-19 Attachment 1 – Aerial Map Attachment 2 – Future Land Use Map Attachment 3 – Zoning Map Attachment 4 – Environmental Constraints Attachment 5 – Project Narrative& Exhibits Attachment 6 – UDC Sec. 2-5.D.4 Special Use Permit Approval Criteria

ORDINANCE NO. 2025-19

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 (SUP) TO ALLOW A DRIVE-THRU IN THE C3 REGIONAL COMMERCIAL DISTRICT WITHIN THE SCENIC INTERSTATE OVERLAY DISTRICT AT 31500 INTERSTATE 10 (KAD# 309883); 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 has received an application for a Special Use Permit (SUP) to allow a drive-thru facility within the C3 Regional Commercial District within the Scenic Interstate Overlay District, 31500 Interstate 10 (KAD# 309883); and

WHEREAS, the Unified Development Code (UDC) requires a Special Use Permit for drive-thru uses in the C3 Regional Commercial District within the Scenic Interstate Overlay District, as outlined in Chapter 3, Section 3.17; and

WHEREAS, the property is located within the C3 Regional Commercial District within the Scenic Interstate Overlay District, as established in Chapter 3, Section 3.17 of the Unified Development Code (UDC), which provides additional use, design, and development standards to promote the unique development of the area through a mix of commercial, mixed-use, and residential developments; and

WHEREAS, the Planning and Zoning Commission considered the request at its meeting on October 6, 2025, and recommended approval of the Special Use Permit by a vote of 6-0, subject to the following condition: 1) The proposed use shall conform to the narrative and site plan date stamped September 24, 2025. 2) Final design and installation of the proposed bioretention/low impact development (LID) feature shall be subject to staff approval to ensure compliance with UDC Chapter 8 Environmental Design requirements. 3) Final design and installation of escape lane shall be subject to staff approval to ensure compliance with UDC access and circulation standards. 4) In accordance with UDC Sec, 2-5.D.8.a.iii, the Special Use Permit shall expire within two years from the date of approval if no physical improvements are made, and a certificate of occupancy is not issued; 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 27, 2025, at which time

interested parties and citizens were given an opportunity to be heard; 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 to allow the accessory drive-thru at 31500 INTERSTATE 10 (KAD# 309883), subject to the conditions set forth herein.

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

Section 1.

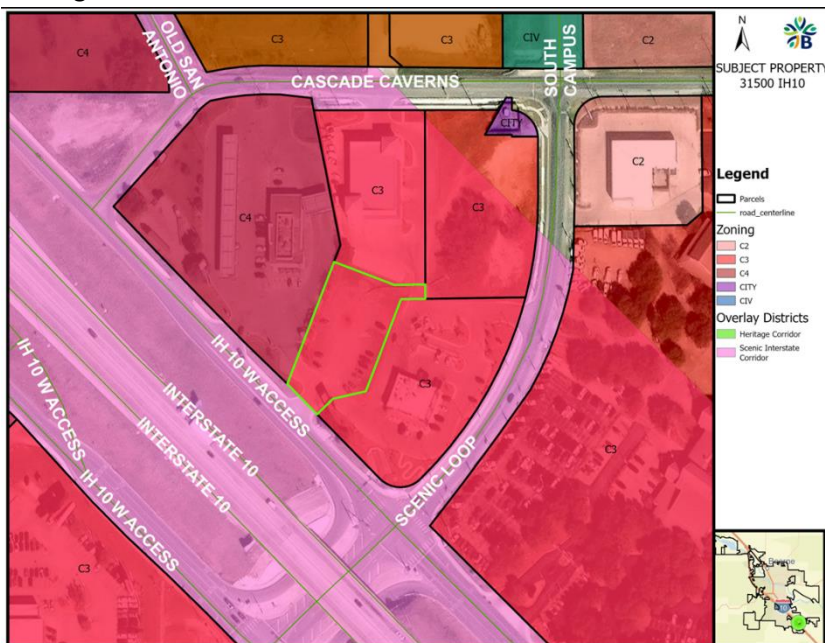
The foregoing recitals are hereby made a part for all purposes as findings of fact.

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 to allow a drive-thru at 31500 Interstate 10 (KAD# 309883), C3 Regional Commercial District within the Scenic Interstate Overlay 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 _____, 2025.

PASSED, APPROVED AND ADOPTED on this the second reading the __ day of _____, 2025.

APPROVED:

ATTEST:

Mayor

City Secretary

APPROVED AS TO FORM:

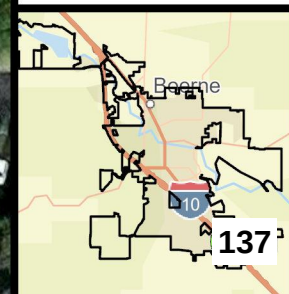
City Attorney



SUBJECT PROPERTY
31500 IH10

Legend

 Parcels



CASCADE CAVERNS



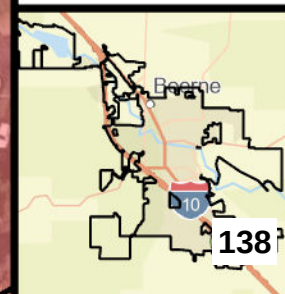
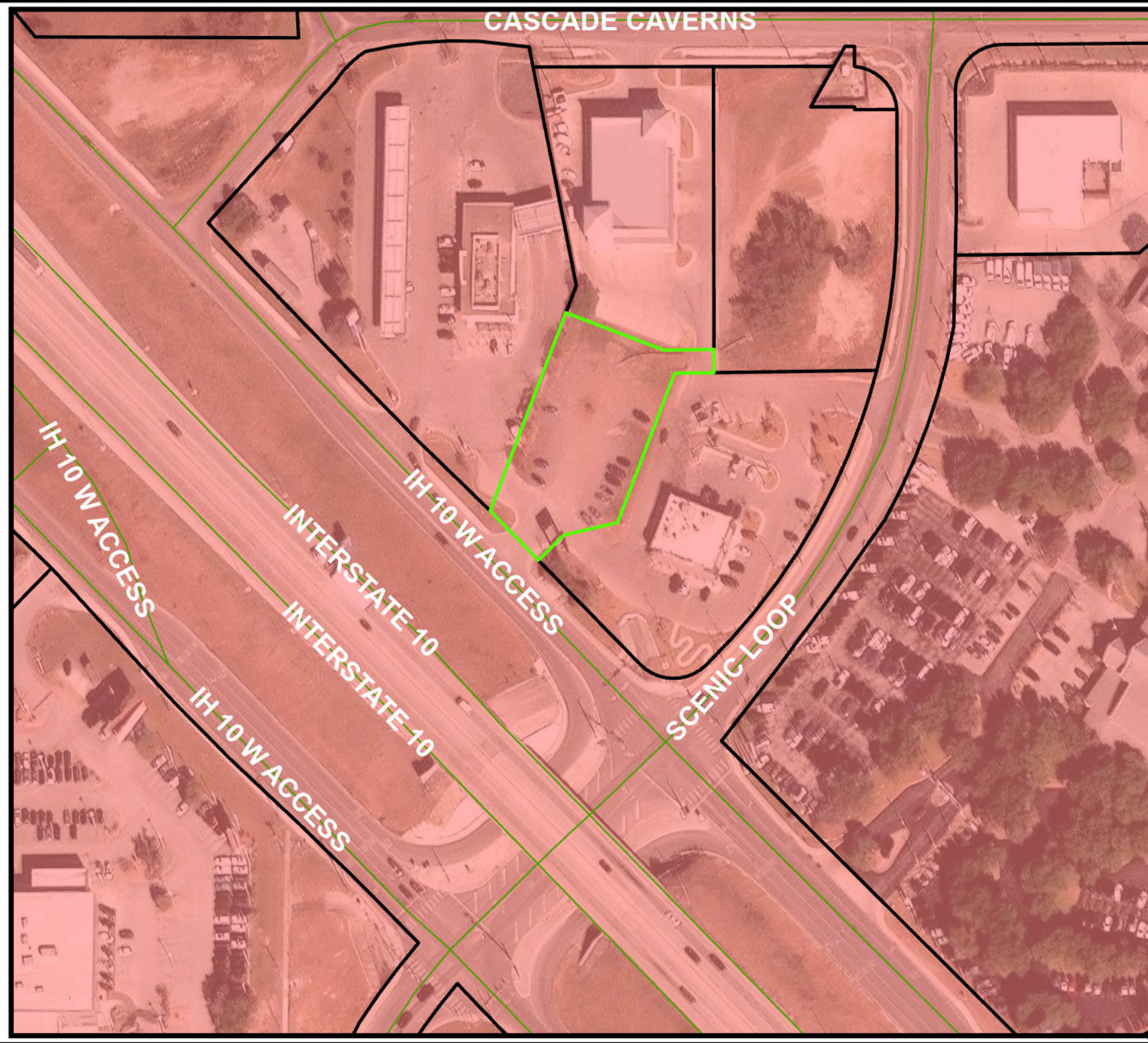
SUBJECT PROPERTY
31500 IH10

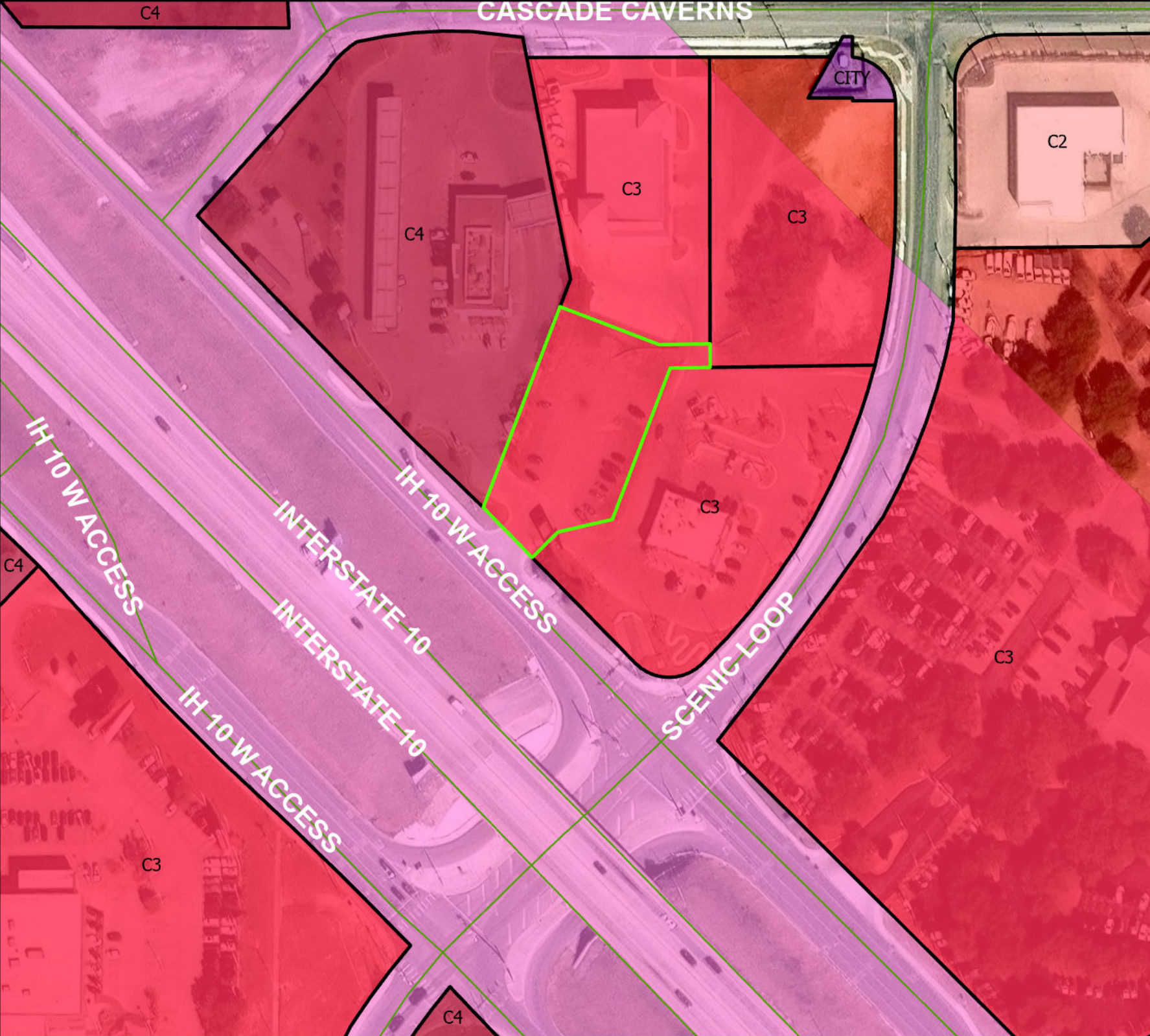
Legend

 Parcels

Future Land Use

 Auto-Oriented
Commercial





Legend

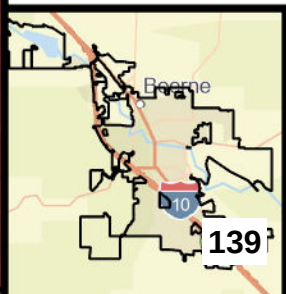
Parcels

Zoning

- C2
- C3
- C4
- CITY

Overlay Districts

Scenic Interstate Corridor



CASCADE CAVERNS



SUBJECT PROPERTY
31500 IH10

Legend

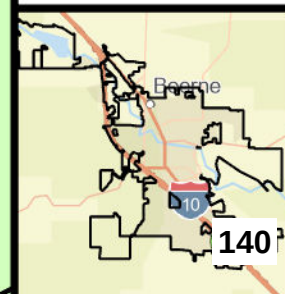
- Parcels
- SARA Floodplain
- SARA Floodway
- DPZ 2
- DPZ 1
- Lower Glenrose Buffer
- Lower Glenrose Boundary
- Camp Bullis 5mi

IH 10 W ACCESS

INTERSTATE 10

IH 10 W ACCESS

SCENIC LOOP



 CITY OF BOERNE
PLANNING DEPARTMENT
09/26/2025
REVIEWED BY: JA
OK/NO COMMENTS

SCOOTER'S COFFEE

BOERNE, TX

REVIEWED
CITY OF BOERNE
UTILITIES DEPARTMENT

09/24/2025
NO COMMENTS

REVIEWED
CITY OF BOERNE
DEVELOPMENT ENGINEERING
BY:  09/26/2025
no comment

SPECIAL USE PERMIT (SUP) APPLICATION



PREPARED BY:


MEALS★MYERS
ENGINEERING & SURVEYING LLC

10102 HUEBNER ROAD, SAN ANTONIO, TX 78240
PHONE: (210) 740-2483 | (830) 931-1269
TBPE NO. F-18576 | TBPLS NO. 101942291

PROJECT NARRATIVE

PROJECT NARRATIVE

The purpose of this Project Narrative is to serve as a companion document to a Special Use Permit (SUP) application for a proposed Scooter's Coffee site in Boerne, TX developed by Texas Coffee Holdings, LLC. The proposed site will be constructed on Lot 1 of the BDSP – Scenic Loop Subdivision located at 31500 IH-10 Frontage Road, Boerne, TX 78006. The tract can be most quickly identified as the empty lot between the Valero gas station, the Napa Auto Parts building, and the Bill Miller Bar-B-Q restaurant located on the north corner of the intersection of IH-10 and Scenic Loop.

The Boerne Unified Development Code (UDC) for Special Use Permits (Chapter 2, Section 2-5.D.3.b.ii) 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 the proposed drive-through coffee shop, however, this Narrative identifies and addresses a number of those factors that should be evaluated in the ensuing sections.

A. Land Use Designation

The site is zoned as C3 – Community Commercial and within the Scenic Interstate Corridor overall district in keeping with the City of Boerne Comprehensive Master Plan, which identifies the site as “Auto Oriented Commercial”. The proposed use of a coffee shop fits within the acceptable land uses for the zoning district and appears to further the City's general guidelines and objectives for development of the area.

B. Compatibility with Adjacent Land Uses

The proposed Scooter's Coffee should be very compatible with the adjacent and nearby land uses. The subject tract was intended for commercial use and is located within a commercial subdivision which is interconnected with an internal access drive connecting the tracts on all sides. Given the intention of commercial use, proposed vehicular access/circulation, parking availability, and pedestrian access, the proposed development does not appear to be detrimental to persons residing or working in the area, the adjacent properties, the neighborhood, or the public welfare in general. Additionally, the proposed use as a coffee shop does not conflict with the uses of the neighboring tracts (i.e., fuel/convenience store, restaurant with a drive-thru, and auto parts retailer).

C. Site Size and Shape

Lot 1 of the BDSP – Scenic Loop Subdivision is approximately 0.721-acres in a somewhat rectangular shape. The proposed Scooter's Coffee building is 668-sf GFA and requires at least seven (7) parking stalls. The site plan will also include a dumpster (within enclosure), a drive-thru lane with a bypass to queue at least eleven (11) vehicles on-site, a walk-up order window, an internal access drive, ADA and pedestrian access, landscaping per the Boerne UDC, bioretention (LID feature), bicycle parking facilities, etc. As demonstrated on the site plan attached herein, there is adequate space on the tract for all design elements mentioned above.

Additionally, the Scenic Interstate Corridor overlay district requires an “IH-10 landscape buffer” of at least thirty (30) feet along the property's IH-10 frontage, exclusive of utility easements. This site plan accounts for the required buffer by setting the building at least thirty (30) feet from the nearest easement along the lot's frontage.

D. Access to Public Streets

There is an existing commercial TxDOT driveway on the subject tract accessing the IH-10 frontage road, which provides access to all lots within the commercial subdivision. Additionally, there are internal driveways within the commercial subdivision that provide cross access to each adjoining tract, and additional access to both Scenic Loop and Cascade Cavern.

The Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) identifies the Scooter's Coffee use as a "Coffee Shop with drive-through (no indoor seating)" (ITE Code 938), which generates a peak number of trips. As indicated on the City of Boerne – Peak Hour Trip Generation Form included herein the estimated peak hour trips for the proposed facility (668 SF GFA) would be 57 Peak Hour Trips on a standard weekend morning. This trip generation does not warrant further traffic studies and there exists adequate capacity on the adjacent public streets (i.e., IH-10 frontage, Scenic Loop, and Cascade Cavern) to carry the type and volume of traffic anticipated for this development.

E. Adequate Conditions

The only potential adverse effects created by this development would be the pollutants generated by the net increase to the site's impervious cover. To mitigate this adverse effect, this site plan provides adequate conditions to incorporate a bioretention area as a Low Impact Development (LID) feature to treat the stormwater runoff before leaving the site. The LID feature will be designed in accordance with the Boerne UDC for Watershed Protection (Chapter 8, Section 8-2.B) to provide removal of both total suspended solids (TSS) and bacteria load.

F. Site and Building Design

A typical Scooter's Coffee restaurant is a 668-sf GFA building finished with a color palette to match Scooter's corporate color scheme. Included herein are preliminary building elevations and a sample 3D rendering for the proposed Scooter's Coffee.

The proposed signage for this location will include wall signage and logo, a monument sign, a menu board, directional signage, a clearance bar, and a menu board canopy. The location of each signage element is shown on the attached Site Plan and within the attached Signage Package.

Aside from the monument sign, all others are in compliance with the Boerne UDC – Chapter 9. Due to the limited frontage of the subject tract (~74') and the proximity to nearby signage, the proposed monument sign location does not comply with the UDC. The owner has applied for a variance to allow for location, and the review of the variance is currently underway at the time of this SUP application.

As mentioned in "Section C – Site Size and Shape" above, the design of the site's design will incorporate the building, parking stalls, a dumpster (within enclosure), a drive-thru lane with a bypass to queue at least eleven (11) vehicles on-site, a walk-up order window, an internal access drive, ADA and pedestrian access, landscaping per the Boerne UDC, bioretention (LID feature), bicycle parking facilities, etc. As demonstrated on the site plan attached herein, there is adequate space on the tract for all design elements mentioned above.

G. Ingress and Egress

The site is approximately 265' northwest of the intersection of the IH-10 frontage road and Scenic Loop Road, and approximately 500' southeast of the intersection of the IH-10 frontage road and Cascade Cavern. Additionally, as mentioned in "Section D – Access to Public Streets" above, there is an existing commercial TxDOT driveway on the subject tract accessing the IH-10 frontage road, which provides access to all lots within the

commercial subdivision. Additionally, there are internal driveways within the commercial subdivision that provide cross access to each adjoining tract, and additional access to both Scenic Loop and Cascade Cavern.

H. Internal Vehicular Circulation

The site plan for this Scooter's location provides for one-way access via a proposed access driveway off an existing internal drive aisle on the site's frontage. All traffic (i.e., customers intending to utilize the drive-thru, customers intending to park and utilize the walk-up order window, employees, trash collection, deliveries, maintenance, etc.) will enter through the one-way access and may exit the site through one of two "Exit Only" driveways. The first exit driveway for most users (not including the drive-thru customers) will access an existing drive aisle on the Bill Miller tract to the east, where the driver will have the option to exit the commercial subdivision via Scenic Loop to the east, Cascade Cavern to the north, or IH-10 frontage to the south. The second exit driveway (intended for drive-thru customers) will access an existing drive aisle to the south, where the driver will again have the option to exit the commercial subdivision via Scenic Loop to the east, Cascade Cavern to the north, or IH-10 frontage to the south. The proposed internal driveway will be constructed with enough width and sufficient turning radii to accommodate parking and backing motions for the parking stalls, dumpster access for the larger trash vehicles, delivery access, and emergency vehicle access to the site without conflicting with the proposed drive-thru lane.

The drive-thru customers utilizing the drive-thru lane will access the site via the same one-way entrance as all other vehicles, and then immediately enter the drive-thru lane on the left. The site plan proposes fourteen (14) stacking spaces and historic data from other Scooter's locations predict a wait time average between two (2) and three (3) minutes per customer from the time they reach the ordering station to the time they receive their order. This fast and efficient turn-around time will help prevent the drive-thru lane from over-stacking. Additionally, in the event of an emergency, or a customer simply wants to forego the wait, they may at any point leave the drive-thru lane and enter the "escape" lane running in parallel with the drive-thru lane.

I. Pedestrian and Alternative Vehicle Considerations

In addition to vehicular access to the drive-thru facility and walk-up order window, the site plan for this Scooter's location provides for pedestrian/ADA access from the existing sidewalk along the IH-10 frontage road to the walk-up order window. The proposed ADA parking stall included on the site plan also adjoins the accessible route. Additionally, this site plan also includes a bike rack to accommodate up to four (4) bicycles for customers choosing to cycle to the shop.

J. Volume and Character of Traffic

The Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) identifies the Scooter's Coffee use as a "Coffee Shop with drive-through (no indoor seating)" (ITE Code 938), which generates a peak number of trips. As indicated on the City of Boerne – Peak Hour Trip Generation Form included herein the estimated peak hour trips for the proposed facility (668 SF GFA) would be 57 Peak Hour Trips on a standard weekend morning. Most of the traffic anticipated will be standard passenger vehicles.

K. Off-Street Parking and Loading

The Boerne UDC for On-Site Parking for Nonresidential Properties (Chapter 5, Section 5-6.B) indicates no less than one (1) parking stall for each 100 square feet of gross floor area (GFA). The proposed building is 668-sf GFA, thus at least seven (7) parking stalls are required. The proposed site plan includes a total of fifteen (15) parking stalls, ten (10) of which will be constructed with direct access from the existing drive aisle on the Bill

Miller property and will serve as shared parking for both the Scooter's and Bill Miller facilities.

In addition to the parking requirements, the City of Boerne Engineering Design Manual (EDM) (Chapter 2, Section 2.12.1) provides minimum requirements for "*Drive-Thru Facilities and Stacking Space*". The EDM dictates that there must be enough queue length to provide a minimum of eleven (11) stacking spaces and an "escape" lane with a minimum of ten (10) foot width. Of the eleven (11) stacking spaces, at least six (6) vehicles may stack at or before the order station, at least four (4) vehicles may stack between the order station and pick-up window, and at least one (1) vehicle after the last transaction window. The proposed site plan provides fourteen (14) stacking spaces with seven (7) vehicles at or before the order station, six (6) vehicles between the order station and pick-up window, and one (1) vehicle after the last transaction window. Additionally, the site plan also includes a ten (10) foot width escape lane around the stacked vehicles.

L. Impact on Public Services

There are existing utilities available to this site, which include electricity (Bandera Electric Co-Op), water (City of Boerne), and sewer (City of Boerne). These services are currently stubbed to the subject tract, thus there are no anticipated public utility extensions. Additionally, there are no adverse impacts anticipated to nearby schools or recreational facilities.

M. Screening and Buffering

There are no proposed parking facilities immediately adjacent to the IH-10 frontage, thus no parking lot screening is anticipated. The site plan does, however, include a dumpster within an enclosure. The enclosure will be constructed with materials in accordance with the Boerne UDC for Screening and Buffers (Chapter 5, Section 5-8.B.4.e).

Additionally, the Scenic Interstate Corridor overlay district requires an "*IH-10 landscape buffer*" of at least thirty (30) feet along the property's IH-10 frontage, exclusive of utility easements. This site plan accounts for the required buffer by setting the building at least thirty (30) feet from the nearest easement along the lot's frontage.

N. Outdoor Activities and Storage

There are no proposed outdoor activities or storage proposed for this development.

O. Hours of Operation

The hours of operation will be seven days per week from 5:30am to 8:00pm.

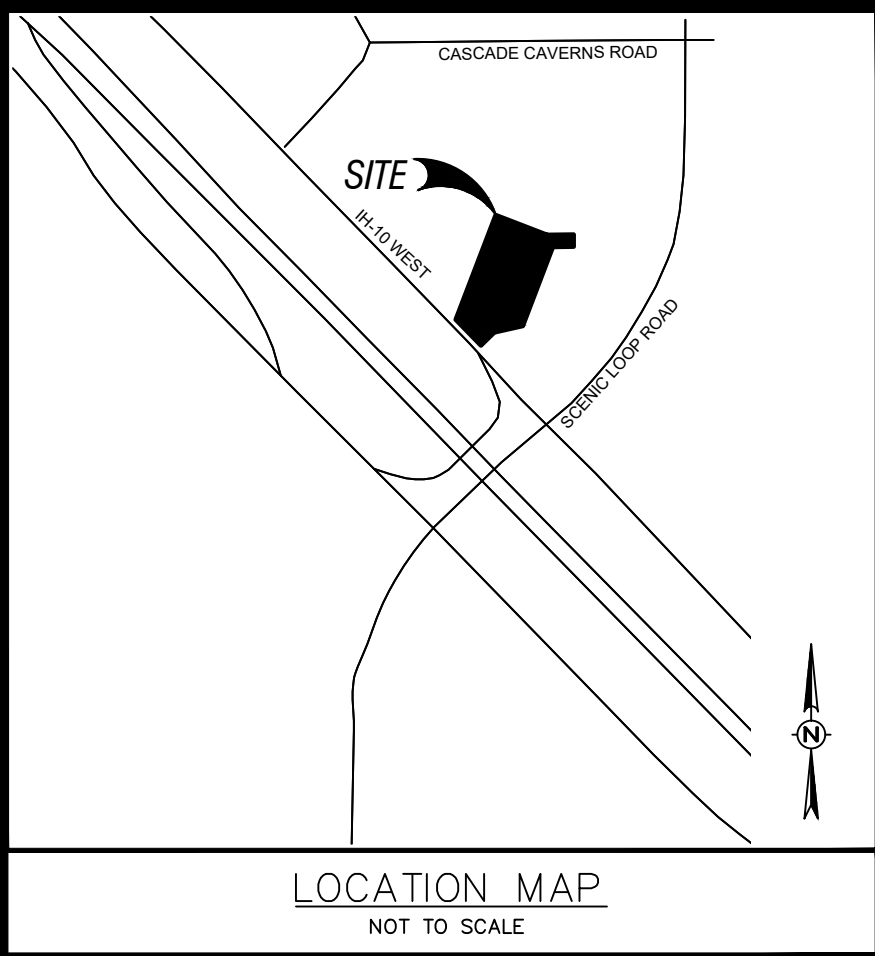
P. Exterior Lighting

The site will include limited exterior lighting, however, will be subject to Boerne UDC for Dark Sky Regulations (Chapter 9, Appendix D) which limits the light trespass onto adjacent properties as demonstrated on the Photometric Plan included herein.

Q. Noise, Smoke, Odor, Dust, Vibration, or Illumination Created

Under normal business operations, this Scooter's Coffee location will not create above-average noise, smoke, odor, dust, vibration, or illumination.

EXHIBITS



ALTA/NSPS SURVEY
OF

LOT 1 OF THE BDSP – SCENIC LOOP RD, ANTONIO CRUZ SURVEY NO. 170, ABSTRACT NO. 97, CITY OF BOERNE, KENDALL COUNTY, TEXAS,
RECORDED IN DOCUMENT NUMBER 2021-353459, PLAT RECORDS OF KENDALL COUNTY, TEXAS,

SURVEYORS NOTES:

1. BASIS OF BEARING TAKEN FROM GPS OBSERVATIONS AND IS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83(2011).
2. THIS SURVEY WAS CONDUCTED IN CONJUNCTION WITH A TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. 52291, EFFECTIVE MAY 19, 2025, ISSUED MAY 29, 2025.
3. ONLY VISIBLE EVIDENCE OF ABOVE GROUND UTILITY FEATURES OBSERVED BY THE SURVEYOR AND THOSE MARKED THROUGH TEXAS 811 TICKET NUMBERS 2565646430 AND 2565528765, ARE SHOWN HEREON.
4. RECORD CALLS TAKEN FROM DOCUMENT NUMBER 2021-353459, PLAT RECORDS OF KENDALL COUNTY, TEXAS.
5. THE SUBJECT TRACT ABUTS THE PUBLIC RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10.
6. DISTANCES SHOWN HEREON ARE SURFACE.
7. FIELD WORK WAS COMPLETED IN JUNE 2025.
8. THE 20' UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 377507, OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS, IS APPROXIMATE AND BASED ON MARKINGS ESTABLISHED VIA TEXAS 811.

TABLE A NOTES:

2. SUBJECT TRACT HAS A PROPERTY ADDRESS OF 31500 INTERSTATE HIGHWAY 10, BOERNE, TEXAS 78015
3. THE SUBJECT TRACT LIES WITHIN ZONE X ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 482580415F, DATED DECEMBER 17, 2010.
ZONE X (UNSHADED) = AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
7. NO BUILDINGS OR STRUCTURES WERE OBSERVED AT THE TIME OF THIS SURVEY (SHOWN HEREON).
8. SUBSTANTIAL FEATURES SHOWN HEREON.
9. THERE ARE NO PARKING SPACES ON SUBJECT TRACT.
- 11(a,b.). UTILITY FEATURES VISIBLE AT THE DATE OF THE SURVEY ARE SHOWN HEREON.
16. NO EVIDENCE OF EARTH WORK OR BUILDING CONSTRUCTION AT THE DATE OF THIS SURVEY.
17. MMES HAS NO KNOWLEDGE OF ANY PROPOSED CHANGES TO STREET RIGHT-OF-WAYS.

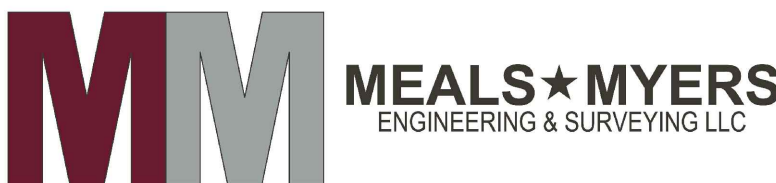
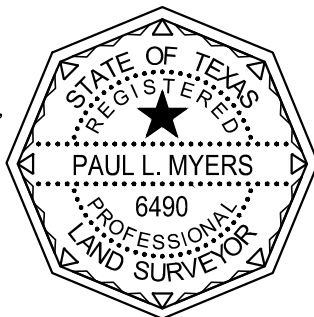
SCHEDULE B, ITEM 10:

- a. EASEMENTS TO BANDERA ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 215, PAGE 691 AND IN DOCUMENT NUMBER 377507, KENDALL COUNTY OFFICIAL RECORDS, (VOLUME 215, PAGE 691 MAY AFFECT SUBJECT TRACT, NOT ABLE TO LOCATE GRAPHICALLY, BLANKET EASEMENT) (DOCUMENT NUMBER 377507 AFFECTS SUBJECT TRACT, SHOWN HEREON)
- b. SANITARY CONTROL EASEMENT RECORDED IN VOLUME 562, PAGE 428, KENDALL COUNTY OFFICIAL RECORDS. (MAY AFFECT SUBJECT TRACT – NO WELL OBSERVED ON SUBJECT TRACT)
- c. UTILITY AND DRAINAGE EASEMENTS AND RIGHTS RELATED THERETO AS SET FORTH ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT, SHOWN HEREON)
- d. IMPACT FEE ASSESSMENT AS SET FORTH ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT)
- e. TxDOT NOTES AS SET FORTH ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT)
- f. SETBACK NOTE AS SET FORTH ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT)
- g. UTILITY EASEMENTS FIFTEEN FEET (15') WIDE AS SHOWN ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT, SHOWN HEREON)
- h. VARIABLE WIDTH UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT, SHOWN HEREON)
- i. ACCESS EASEMENT FIFTY-FIVE FEET (55') WIDE AS SHOWN ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT, SHOWN HEREON)
- j. VARIABLE WIDTH ACCESS EASEMENT AS SHOWN ON PLAT RECORDED IN DOCUMENT NUMBER 353459, KENDALL COUNTY PLAT RECORDS. (AFFECTS SUBJECT TRACT, SHOWN HEREON)
- k. TERMS AND CONDITIONS SET FORTH IN CROSS-ACCESS AGREEMENT RECORDED IN DOCUMENT NUMBER 354628, KENDALL COUNTY OFFICIAL RECORDS. (AFFECTS SUBJECT TRACT)

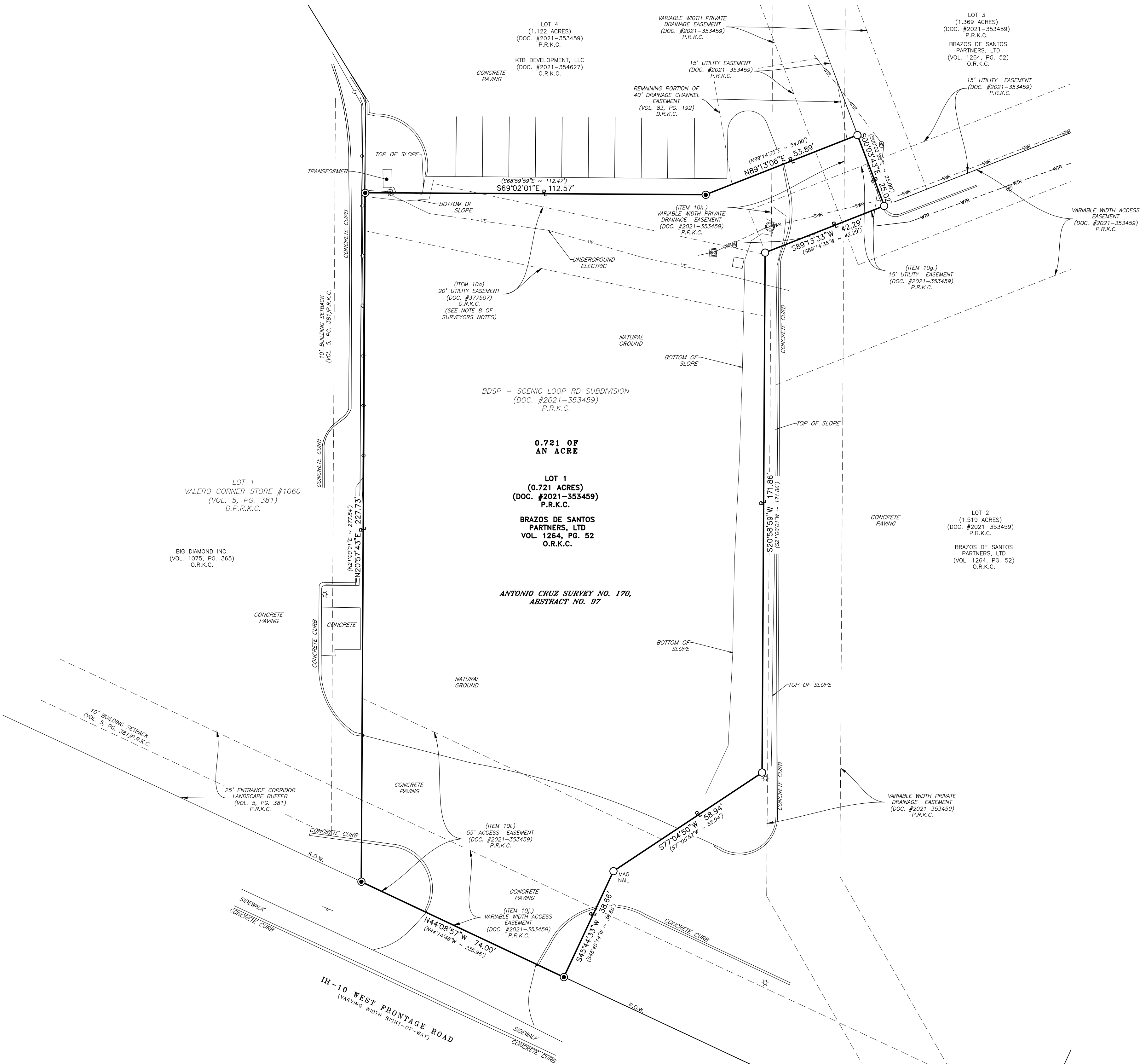
TO: TEXAS COFFEE HOLDINGS, LLC, BRAZOS DE SANTOS PARTNERS, LLC, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDED ITEMS OF 1, 2, 3, 4, 7(a), 8, 9, 11(ONLY THOSE VISIBLE AND MARKED VIA TEXAS 811), 13, 16, 17, AND 18 TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 17, 2025.

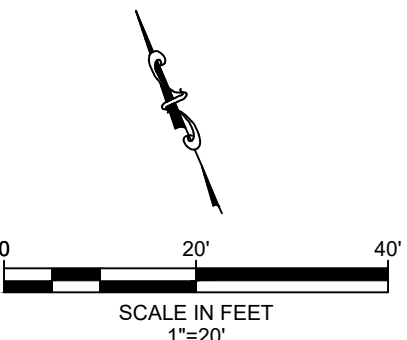
PAUL L. MYERS, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6490
DATE OF MAP: 06/20/2025



10102 HUEBNER ROAD
SAN ANTONIO, TX 78240
PHONE: (830) 931-1269
PHONE: (210) 740-2483
TBPE #F-18576
TBPLS #10194291



- LEGEND
- — 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
 - — 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "MMES PROP. COR" UNLESS OTHERWISE NOTED
 - SS — SANITARY SEWER
 - — PROPERTY LINE
 - R.O.W. — RIGHT-OF-WAY
 - () — RECORD CALLS
 - — TRANSFORMER POLE
 - — POWER POLE
 - — SERVICE POWER POLE
 - — LIGHT POLE
 - — GUY WIRE
 - — SIGN
 - — FIRE HYDRANT
 - — WATER VALVE
 - — WATER METER
 - — SANITARY SEWER MANHOLE
 - — OVERHEAD ELECTRIC
 - D.R.B.K. — DEED RECORDS OF KENDALL COUNTY, TEXAS
 - D.P.R.K.C. — DEED AND PLAT RECORDS OF KENDALL COUNTY, TEXAS
 - P.R.K.C. — PLAT RECORDS OF KENDALL COUNTY, TEXAS
 - O.R.K.C. — OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS



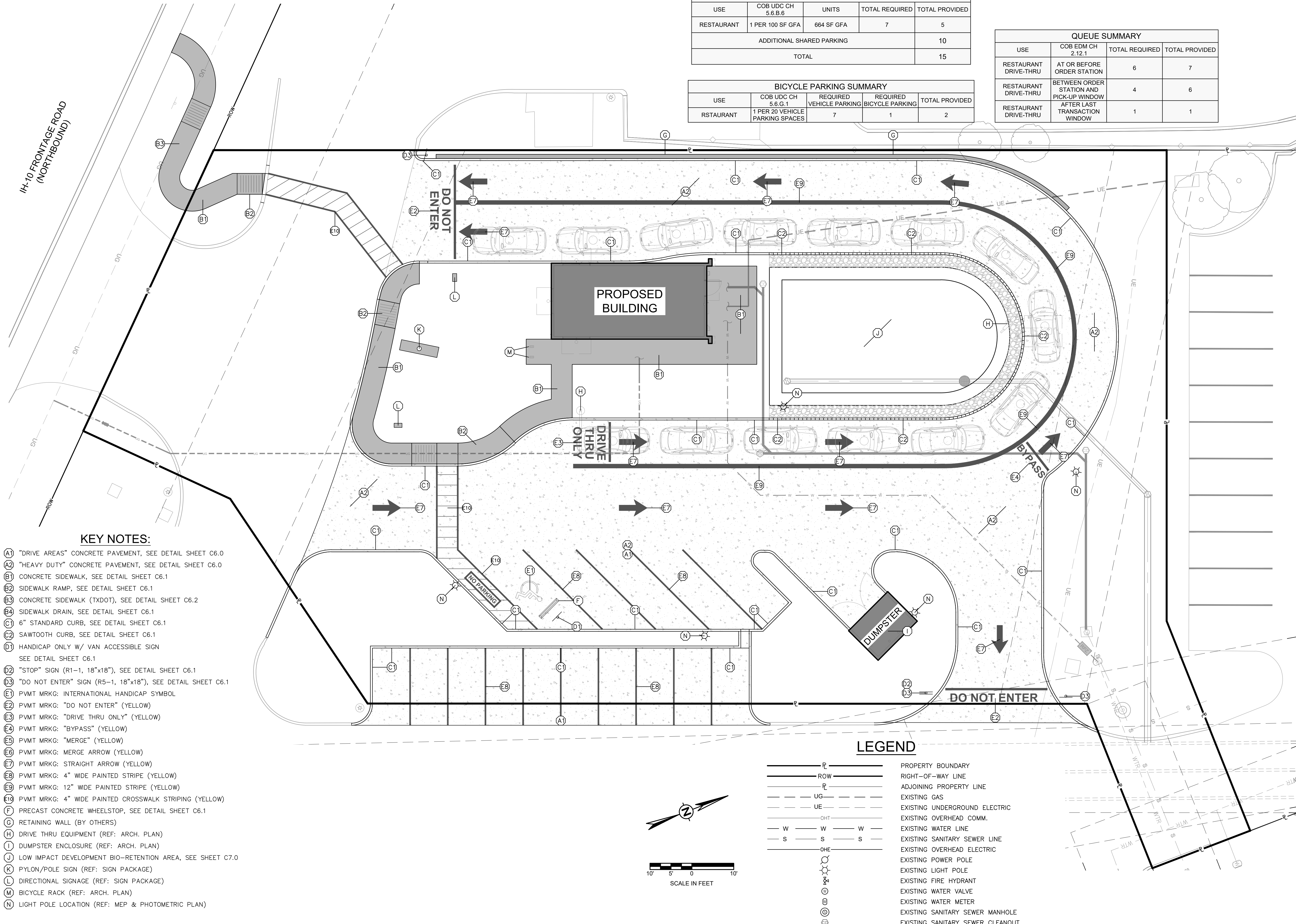
"This document is released for the purpose of interim review under the authority of M. Tyler Meals, P.E. 113102 on 9/24/25. It is not to be used for construction, bidding or permit purposes."



SCOOTER'S COFFEE
31500 IH-10
BOERNE, TX 78006

QUEUE SUMMARY			
USE	COB EDM CH 2.12.1	TOTAL REQUIRED	TOTAL PROVIDED
RESTAURANT DRIVE-THRU	AT OR BEFORE ORDER STATION	6	7
RESTAURANT DRIVE-THRU	BETWEEN ORDER STATION AND PICK-UP WINDOW	4	6
RESTAURANT DRIVE-THRU	AFTER LAST TRANSACTION WINDOW	1	1

BICYCLE PARKING SUMMARY				
USE	COB UDC CH 5.6.G.1	REQUIRED VEHICLE PARKING	REQUIRED BICYCLE PARKING	TOTAL PROVIDED
RESTAURANT	1 PER 20 VEHICLE PARKING SPACES	7	1	2



KEY NOTES:

- (A1) "DRIVE AREAS" CONCRETE PAVEMENT, SEE DETAIL SHEET C6.0
- (A2) "HEAVY DUTY" CONCRETE PAVEMENT, SEE DETAIL SHEET C6.0
- (B1) CONCRETE SIDEWALK, SEE DETAIL SHEET C6.1
- (B2) SIDEWALK RAMP, SEE DETAIL SHEET C6.1
- (B3) CONCRETE SIDEWALK (TXDOT), SEE DETAIL SHEET C6.2
- (B4) SIDEWALK DRAIN, SEE DETAIL SHEET C6.1
- (C1) 6" STANDARD CURB, SEE DETAIL SHEET C6.1
- (C2) SAWTOOTH CURB, SEE DETAIL SHEET C6.1
- (D1) HANDICAP ONLY W/ VAN ACCESSIBLE SIGN
SEE DETAIL SHEET C6.1
- (D2) "STOP" SIGN (R1-1, 18"x18"), SEE DETAIL SHEET C6.1
- (D3) "DO NOT ENTER" SIGN (R5-1, 18"x18"), SEE DETAIL SHEET C6.1
- (E1) PVMT MRKG: INTERNATIONAL HANDICAP SYMBOL
- (E2) PVMT MRKG: "DO NOT ENTER" (YELLOW)
- (E3) PVMT MRKG: "DRIVE THRU ONLY" (YELLOW)
- (E4) PVMT MRKG: "BYPASS" (YELLOW)
- (E5) PVMT MRKG: "MERGE" (YELLOW)
- (E6) PVMT MRKG: MERGE ARROW (YELLOW)
- (E7) PVMT MRKG: STRAIGHT ARROW (YELLOW)
- (E8) PVMT MRKG: 4" WIDE PAINTED STRIPE (YELLOW)
- (E9) PVMT MRKG: 12" WIDE PAINTED STRIPE (YELLOW)
- (F1) PVMT MRKG: 4" WIDE PAINTED CROSSWALK STRIPING (YELLOW)
- (F) PRECAST CONCRETE WHEELSTOP, SEE DETAIL SHEET C6.1
- (G) RETAINING WALL (BY OTHERS)
- (H) DRIVE THRU EQUIPMENT (REF: ARCH. PLAN)
- (I) DUMPSTER ENCLOSURE (REF: ARCH. PLAN)
- (J) LOW IMPACT DEVELOPMENT BIO-RETENTION AREA, SEE SHEET C7.0
- (K) PYLON/POLE SIGN (REF: SIGN PACKAGE)
- (L) DIRECTIONAL SIGNAGE (REF: SIGN PACKAGE)
- (M) BICYCLE RACK (REF: ARCH. PLAN)
- (N) LIGHT POLE LOCATION (REF: MEP & PHOTOMETRIC PLAN)

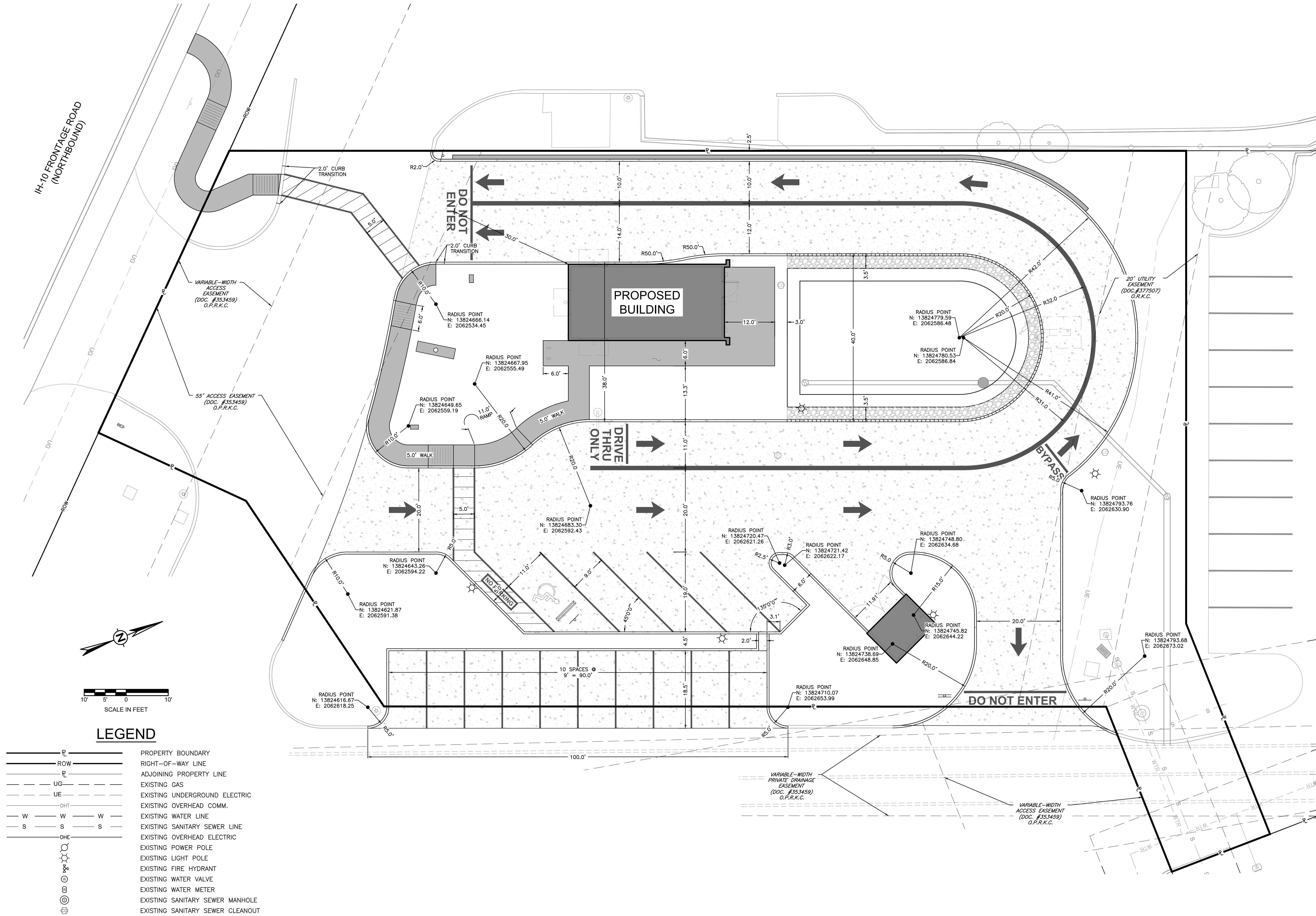
LEGEND

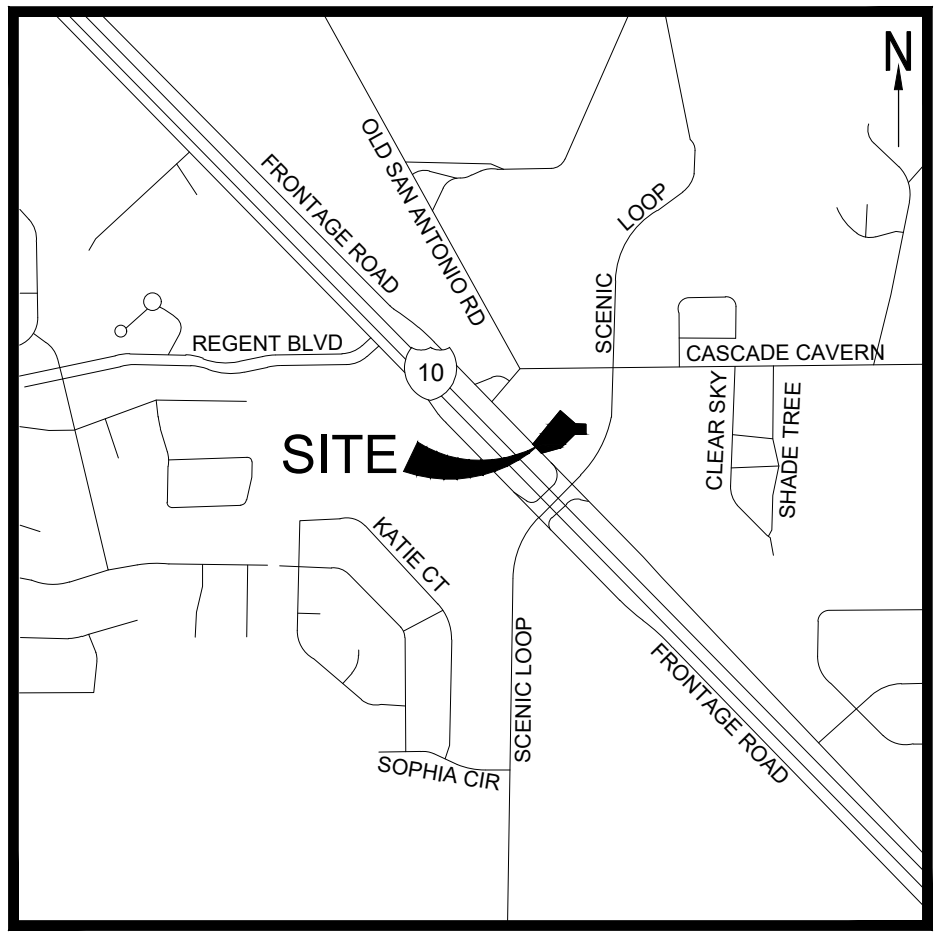
- | | |
|--|----------------------------------|
| | PROPERTY BOUNDARY |
| | RIGHT-OF-WAY LINE |
| | ADJOINING PROPERTY LINE |
| | EXISTING GAS |
| | EXISTING UNDERGROUND ELECTRIC |
| | EXISTING OVERHEAD COMM. |
| | EXISTING WATER LINE |
| | EXISTING SANITARY SEWER LINE |
| | EXISTING OVERHEAD ELECTRIC |
| | EXISTING POWER POLE |
| | EXISTING LIGHT POLE |
| | EXISTING FIRE HYDRANT |
| | EXISTING WATER VALVE |
| | EXISTING WATER METER |
| | EXISTING SANITARY SEWER MANHOLE |
| | EXISTING SANITARY SEWER CLEANOUT |

[illegible]

DIMENSIONAL CONTROL PLAN

C4.0





LOCATION MAP

SCALE: NTS

CITY OF BOERNE REQUIREMENTS

FRONT & SIDE LANDSCAPE SETBACK (10%)

TOTAL FRONT/SIDE (SF) = 15,907 SF
LANDSCAPE AREA REQUIRED = 1,591 SF
LANDSCAPE AREA PROVIDED = 3,887 SF
PERCENT = +100%

(2) TREES PER 100 LF OF FRONTAGE:
IH-10 FRONTAGE ROAD: 74LF
(2) TREES REQUIRED

PARKING LOT REQUIREMENTS (1 TREE PER 12 SPACES)

TOTAL PARKING = 15
TREES REQUIRED = 2
TREES PROVIDED = 2

IRRIGATION

- IRRIGATION SYSTEM PROVIDED REF. IRRIGATION DRAWING(S).

!!! CALL BEFORE YOU DIG !!!

CONTRACTOR TO LOCATE EXISTING UTILITIES PRIOR TO WORK. ANY CONFLICT WITH EXISTING UTILITIES SHALL BE REMEDIATED BETWEEN SAID CONFLICTING UTILITY AND CONTRACTOR.

TEXAS ONE CALL PARTICIPANTS REQUESTS 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP AND CALL

TEXAS ONE CALL SYSTEM
(800) 265-4548 OR
www.onecalltexas.com

PLANT SCHEDULE

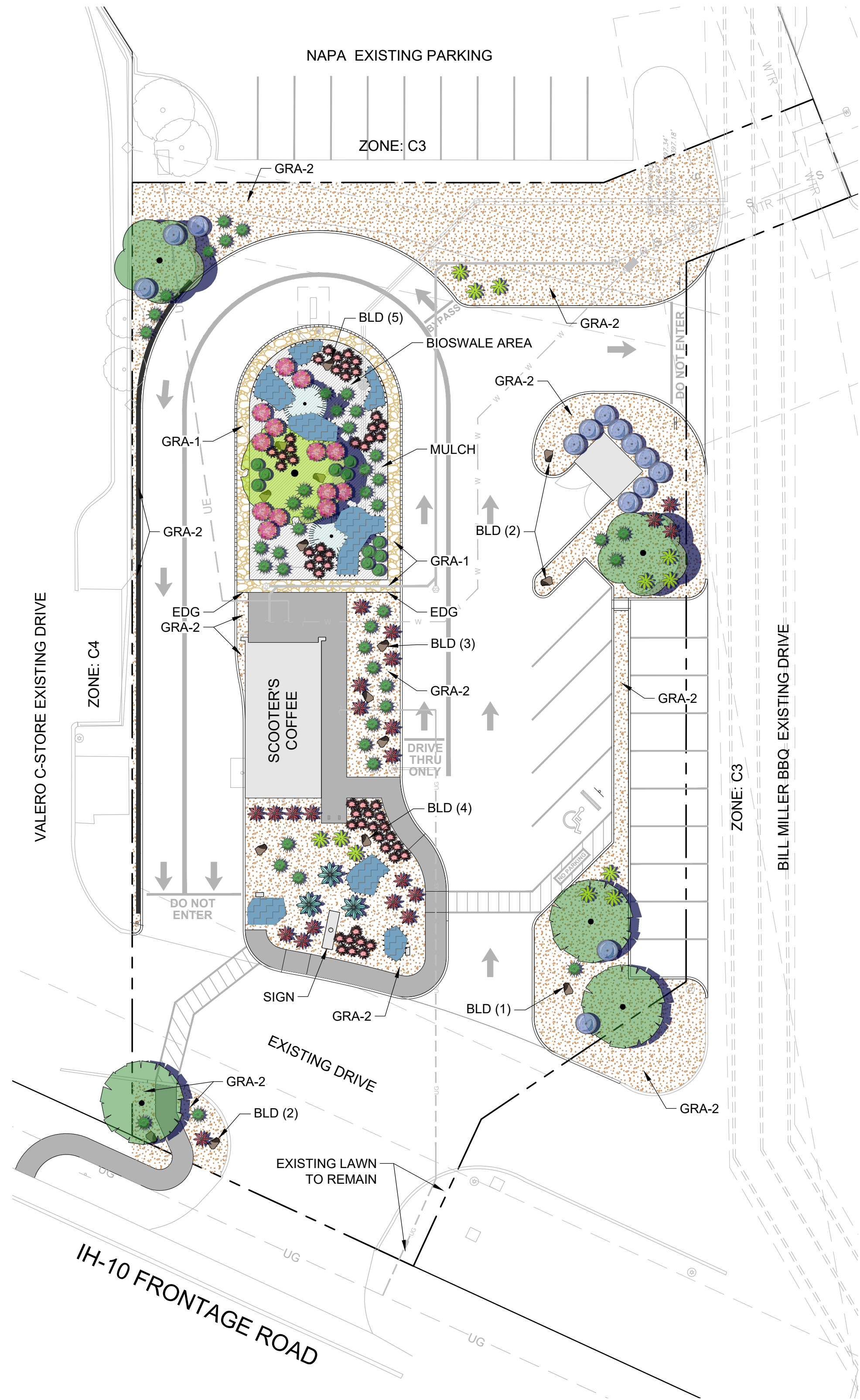
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
TREES						
	BC	1	BALD CYPRESS / TAXODIUM DISTICHUM MATCHING SPECIMENS	CONT.	3" CAL	10'-12" H, 5'-6" S
	CE	3	CEDAR ELM / ULMUS CRASSIFOLIA MATCHING SPECIMENS	CONT.	3" CAL	10'-12" H, 5'-6" S
	QM	2	CHINKAPIN OAK / QUERCUS MUEHLENBERGII MATCHING SPECIMENS	CONT.	3" CAL	10'-12" H, 5'-6" S
	EN	2	EVE'S NECKLACEPOD / SOPHORA AFFINIS MULTI-TRK.	CONT.	1.5" CAL	4'-6" H, 3'-4" S

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
SHRUBS					
	BM	43	BIG LINDHEIMER'S MUHLY / MUHLENBERGIA LINDHEIMERI 'BIG' FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	AA	3	CENTURY PLANT / AGAVE AMERICANA FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	TS	14	COMPACT TEXAS SAGE / LEUCOPHYLLUM FRUTESCENS 'COMPACTA' FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	WM	11	DWARF WAX MYRTLE / MYRICA CERIFERA 'PUMILA' FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	PM	53	PINK MUHLY GRASS / MUHLENBERGIA CAPILLARIS FULL, WELL ROOTED	1 GAL	12"-18" H, 12"-18" S
	HP	22	RED FLOWERING YUCCA / HESPERALOE PARVIFLORA FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	SL	12	SOFT LEAF YUCCA / YUCCA RECURVIFOLIA FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	TC	13	TURK'S CAP / MALVAVISCUS DRUMMONDII FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING
SHRUB AREAS						
	DS	439	SILVER FALLS DICHONDRA / DICHONDRA ARGENTEA 'SILVER FALLS' FULL, WELL ROOTED.	4" POT	2"-4" H, 5"-8" S	12" o.c.

LANDSCAPE MATERIAL SCHEDULE

SYMBOL	CODE	DESCRIPTION	SIZE/ CONDITION
	BLD	MEDIUM MOSS-ROCK BOULDERS	3'X3' TO 4'X4', BOULDERS TO BE WIDER THAN THEY ARE TALL & BURIED AT WIDEST POINT REFERENCE DETAIL X/ SHT. LX
	GRA-1	CRUSHED LIMESTONE RIP-RAP	4"-6" DIA. 4" DEPTH, WASHED OVER 5oz. FILTER FABRIC REFERENCE DETAIL X/ SHT. LX
	GRA-2	TEXAS BLEND RIVER GRAVEL	2"-4" DIA., 4" DEPTH, WASHED, OVER 5oz. FILTER FABRIC REFERENCE DETAIL X/ SHT. LX



LANDSCAPE PLAN

0 20 40 60 feet
1" = 20'

#	DRAWN BY:



FOR INTERIM REVIEW ONLY

THIS DOCUMENT IS INCOMPLETE AND CANNOT BE USED FOR REGULATORY APPROVAL, PERMITTING, BIDDING OR CONSTRUCTION.

LANDSCAPE PLAN

SCOOTERS #2157
31500 IH-10
BOERNE, TEXAS 78006

DRAWN BY:	TR
CHECKED BY:	JL
APPROVED BY:	JL
PROJECT NUMBER:	25-033
FILE LOCATION:	COOPER_25
DATE:	9/22/2025

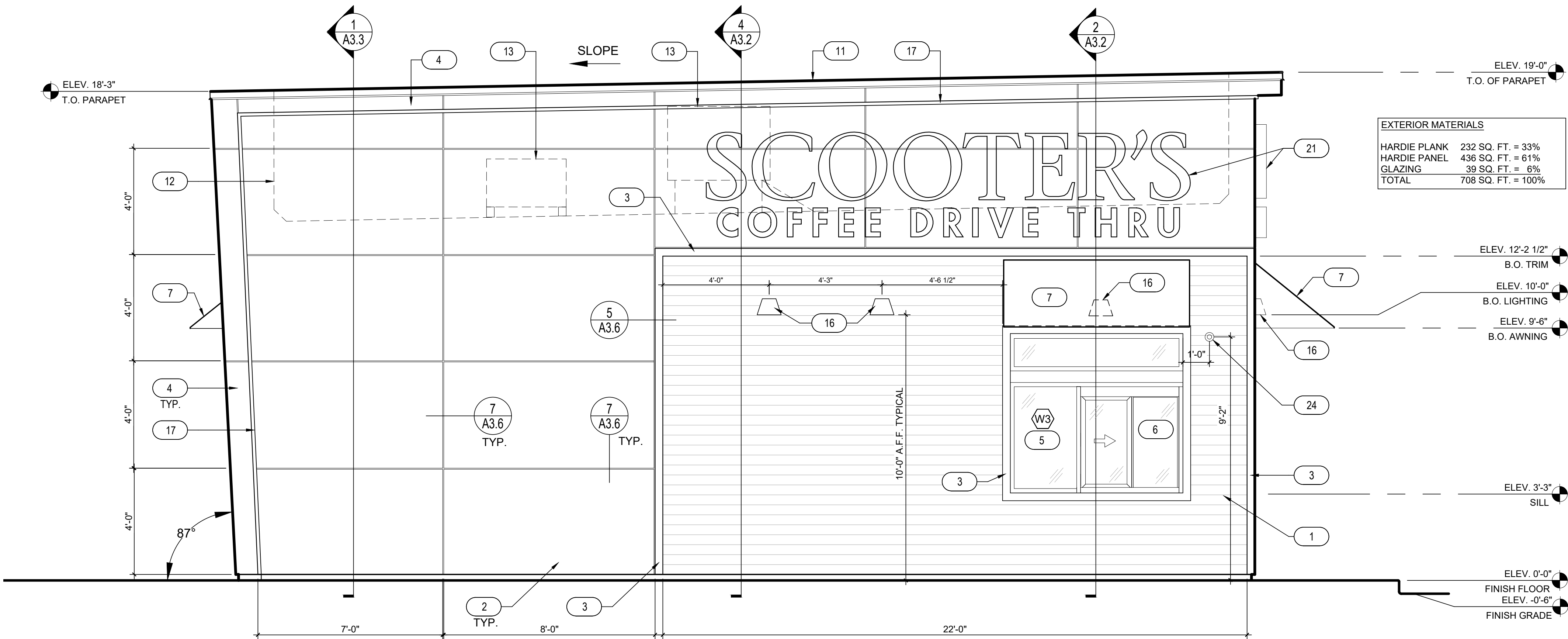
SHEET

L1

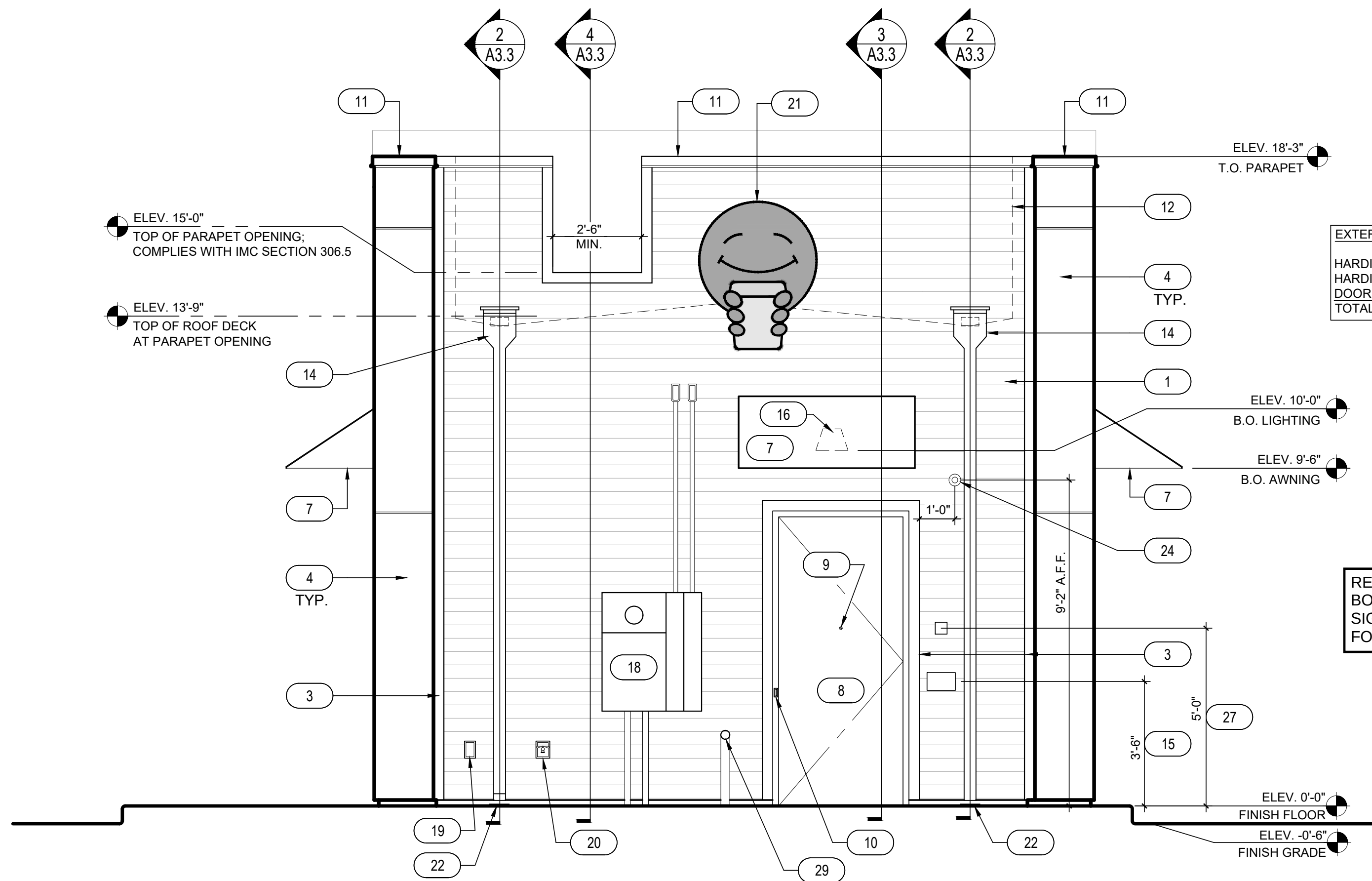
1 OF 1 SHEETS

NOTE: THE SITE INFORMATION SHOWN ON THIS PLAN IS FROM A SITE PLAN PROVIDED BY THE OWNER, ARCHITECT, OR CIVIL ENGINEERING COMPANY HIRED BY THE OWNER. VERIFY ALL DIMENSIONS WITH THE DIMENSIONAL CONTROL PLAN AND COORDINATE WITH ALL OTHER CONTRACT DOCUMENTS ASSOCIATED WITH THIS PROJECT.





2 WEST ELEVATION
SCALE: 3/8" = 1'-0"



1 NORTH ELEVATION
SCALE: 3/8" = 1'-0"

KEYNOTES

- HARDIE PLANK LAP SIDING CEDARMILL 6-1/4", REFER TO EXTERIOR FINISH DETAILS ON SHEET A3.6 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
- 4' x 8' HARDIE PANEL, SMOOTH FINISH, COLOR: SW 1015 SKYLINE STEEL. REFER TO SHEET A3.6 FOR HARDIE PANEL DETAILS
- 3 1/2" HARDIE TRIM, SEE HARDIE DETAIL SHEET A3.6
COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
- HARDIE PANEL FASCIA AND SOFFITS, COLOR: SW6992 INKWELL. REFER TO SHEET A3.6 FOR HARDIE PANEL DETAILS. ALLURA SIDING ACCEPTABLE ALTERNATE TO HARDIE BOARD.
- INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
- QUICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE
- AWNING BY COOL PLANET - FABRIC: SUNBRELLA, COLOR: LOGO RED. AWNINGS ARE UNDER SEPARATE SUBMITTAL AND PERMIT.
- INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
- PEEP HOLE, BY DOOR MANUFACTURER
- DOOR BELL
- 20 GAUGE METAL PARAPET CAP - COLOR: MATTE BLACK
- LINE OF ROOF BEYOND
- ROOF TOP UNIT BEYOND, REFER TO MECHANICAL DRAWINGS
- ROOF SCUPPER AND DOWNSPOUT, REFER TO DETAIL 8/A3.4
- CONTRACTOR SHALL PROVIDE A BLACK MAILBOX APPROXIMATELY 15 INCHES WIDE BY 6 INCHES TALL. MAILBOX SHALL BE EQUAL TO GIBRALTAR WALL MOUNTED METAL BOX
- WALL MOUNTED LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS
- LED LIGHT BAND, REFER TO ELECTRICAL DRAWINGS
- ELECTRICAL SERVICE, REFER TO ELECTRICAL DRAWINGS. PAINT TO MATCH EXTERIOR FINISH.
- ELECTRICAL OUTLET, SEE ELECTRICAL DRAWINGS
- HOSE BIBB, SEE PLUMBING DRAWINGS
- SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT
- SEE DETAIL 7/A3.4 FOR DOWNSPOUT TERMINATION & SPLASH BLOCK
- SPANDREL GLASS; REFER TO WINDOW SCHEDULE
- NEW SECURITY CAMERA BY OTHERS
- OWNER PROVIDED SIGN PANELS.
- APPROVED SET OF NUMERALS, MINIMUM 4" HIGH WITH A STROKE WIDTH NOT LESS THAN 1/2 INCH, SHALL BE PLACED ON THE BUILDING. VERIFY SIZE AND REQUIREMENTS WITH FIRE MARSHAL.
- KNOX BOX AT 60" A.F.F. AS REQUIRED BY FIRE DEPARTMENT.
- GAS METER; REFER TO PLUMBING PLANS.
- SCHIER GREASE TRAP PUMP-OUT PORT PP3, PAINT TO MATCH EXTERIOR FINISH.

APPROVED ALTERNATE FINISHES
ALLURA SIDING - TRADITIONAL CEDAR 6-1/4" WIDTH
ALLURA PANEL - SMOOTH 4' x 8' PANELS
ALLURA TRIM - SIZE 5/4, 3" WIDTH 1" THICK

EXTERIOR MATERIALS	
HARDIE PLANK	279 SQ. FT. = 76%
HARDIE PANEL	62 SQ. FT. = 17%
DOOR	24 SQ. FT. = 6%
TOTAL	365 SQ. FT. = 100%

REFER TO SIGNAGE BRAND BOOK FOR INFORMATION ON SIGNAGE AREA PERCENTAGE FOR EACH EXTERIOR WALL

MUNICIPAL APPROVAL STAMP



SCOOTER'S COFFEE #2157
PROTOTYPE 4.2.4
3500 I-10 FRONTAGE ROAD
BOERNE, TX 78015

CLIENT

NOT FOR
CONSTRUCTION

LICENSE EXPIRES ON: _____
DATE OF SIGNATURE: _____

DXU
ARCHITECTS
1550 N. Highway 101, Suite 222, San Antonio, TX 78208
P: 214.337.0850 • E: info@dxu.com

ARCHITECT

CONSULTANTS

REVISIONS

Project Number: 255-294

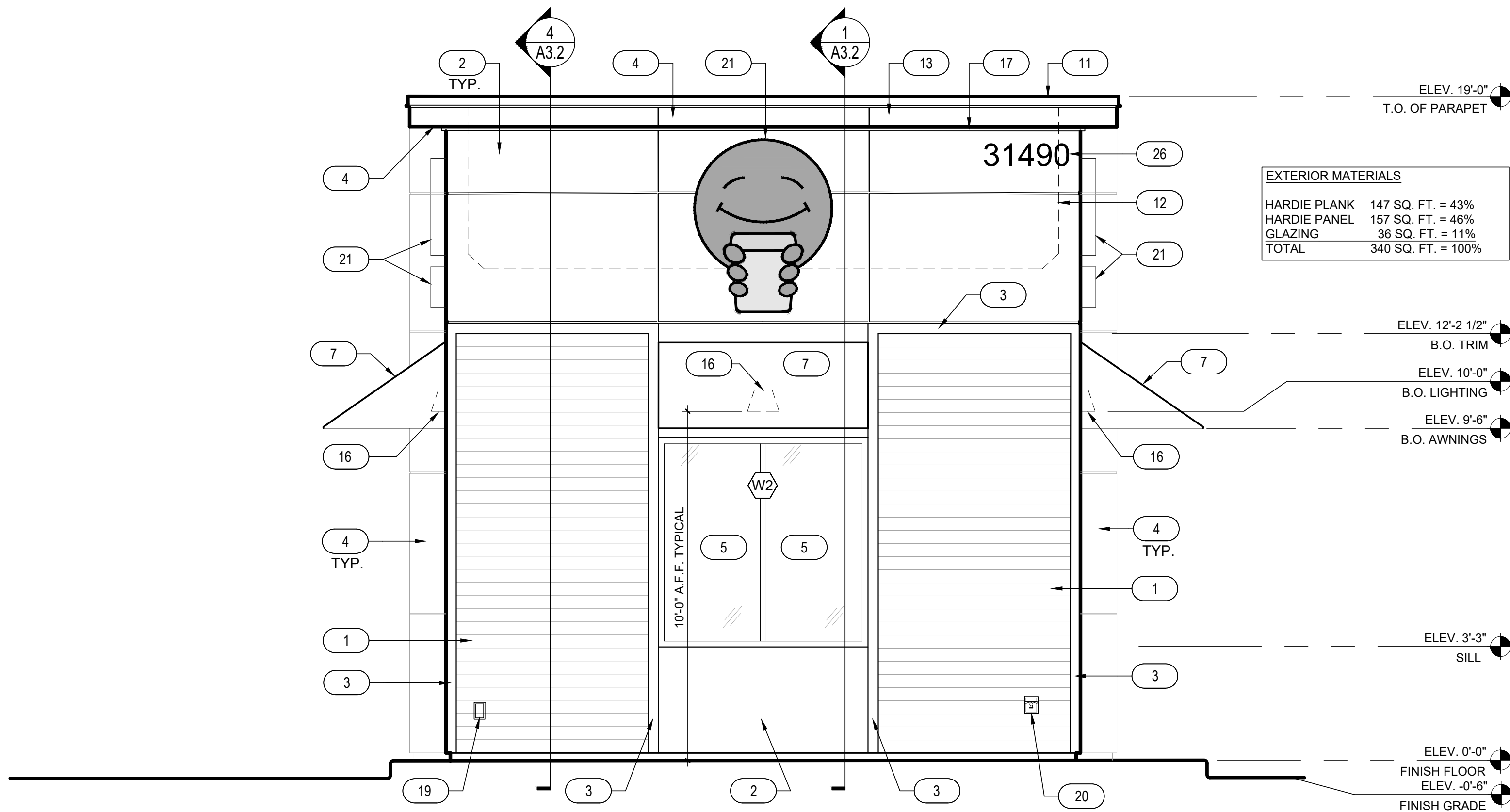
No. Issue Date

SHEET TITLE & NUMBER

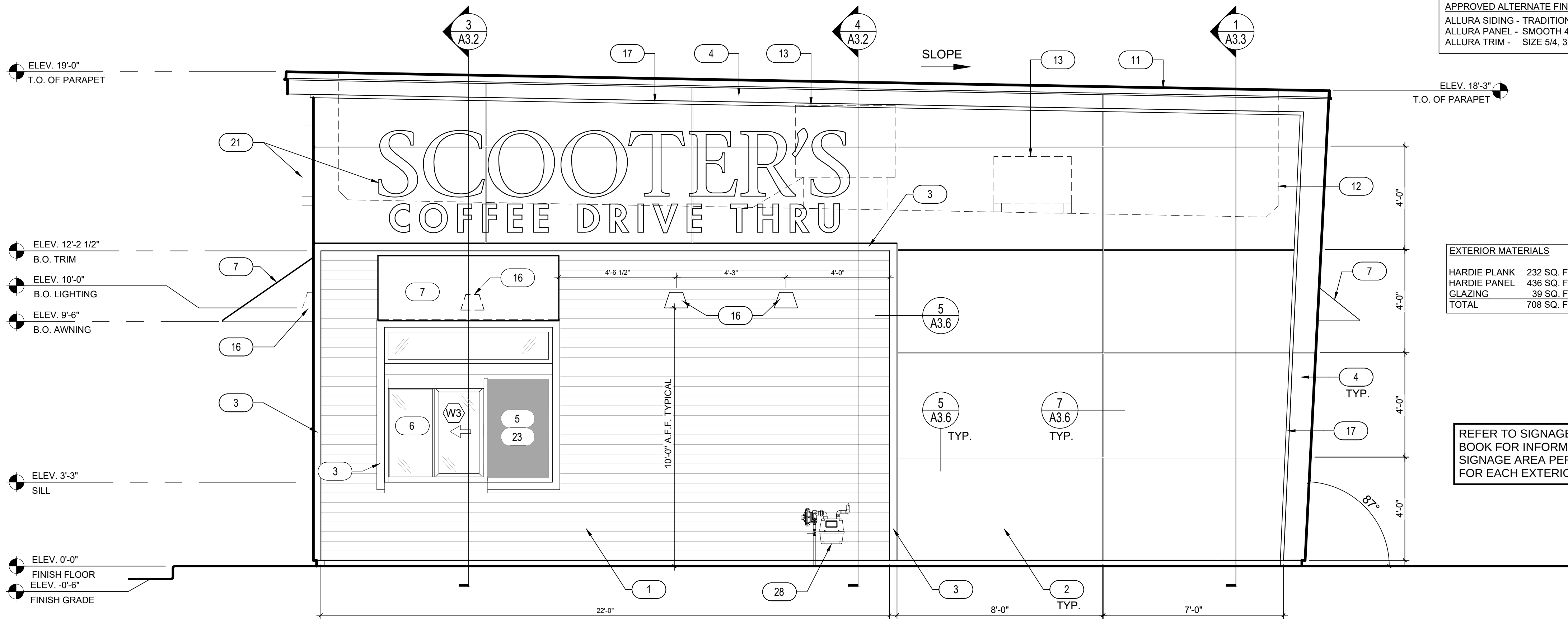
EXTERIOR
ELEVATIONS

A2.1

These documents are confidential and shall be in the possession of authorized individuals only. These documents are the exclusive property of DXU architects and shall not be copied or reproduced without written authorization.



2 SOUTH ELEVATION
SCALE: 3/8" = 1'-0"



1 EAST ELEVATION
SCALE: 3/8" = 1'-0"

KEYNOTES

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19. ELECTRICAL OUTLET, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT
22. SEE DETAIL 7/A3.4 FOR DOWNSPOUT TERMINATION & SPLASH BLOCK
23. SPANDREL GLASS; REFER TO WINDOW SCHEDULE
24. NEW SECURITY CAMERA BY OTHERS
25. OWNER PROVIDED SIGN PANELS.
26. APPROVED SET OF NUMERALS, MINIMUM 4" HIGH WITH A STROKE WIDTH NOT LESS THAN 1/2 INCH, SHALL BE PLACED ON THE BUILDING. VERIFY SIZE AND REQUIREMENTS WITH FIRE MARSHAL.
27. KNOX BOX AT 60" A.F.F. AS REQUIRED BY FIRE DEPARTMENT.
28. GAS METER; REFER TO PLUMBING PLANS.
29. SCHIER GREASE TRAP PUMP-OUT PORT PP3, PAINT TO MATCH EXTERIOR FINISH.

APPROVED ALTERNATE FINISHES
ALLURA SIDING - TRADITIONAL CEDAR 6-1/4" WIDTH
ALLURA PANEL - SMOOTH 4' x 8' PANELS
ALLURA TRIM - SIZE 5/4, 3" WIDTH 1" THICK

EXTERIOR MATERIALS	
HARDIE PLANK	232 SQ. FT. = 33%
HARDIE PANEL	436 SQ. FT. = 61%
GLAZING	39 SQ. FT. = 6%
TOTAL	708 SQ. FT. = 100%

REFER TO SIGNAGE BRAND BOOK FOR INFORMATION ON SIGNAGE AREA PERCENTAGE FOR EACH EXTERIOR WALL.

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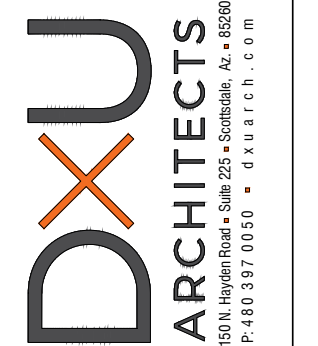


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BOERNE, TX 78015

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Project Number: 255-294

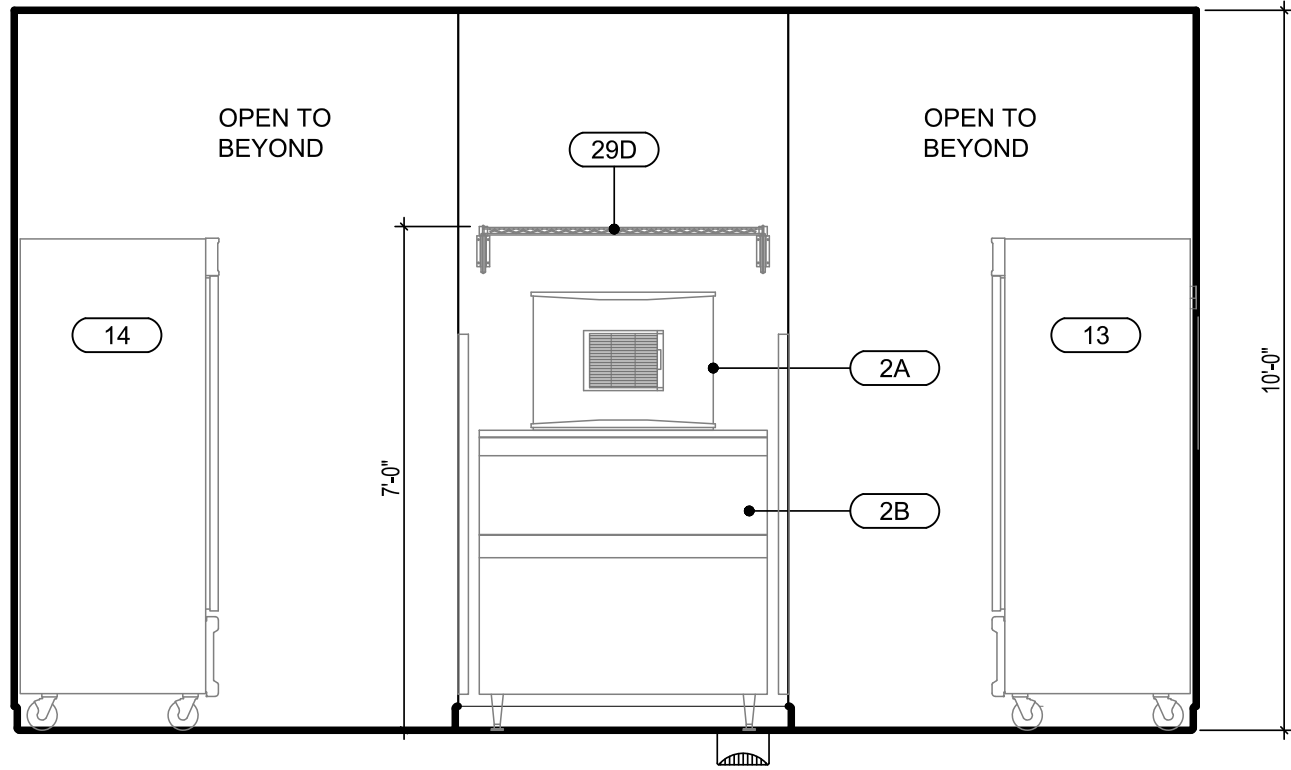
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SHEET TITLE & NUMBER

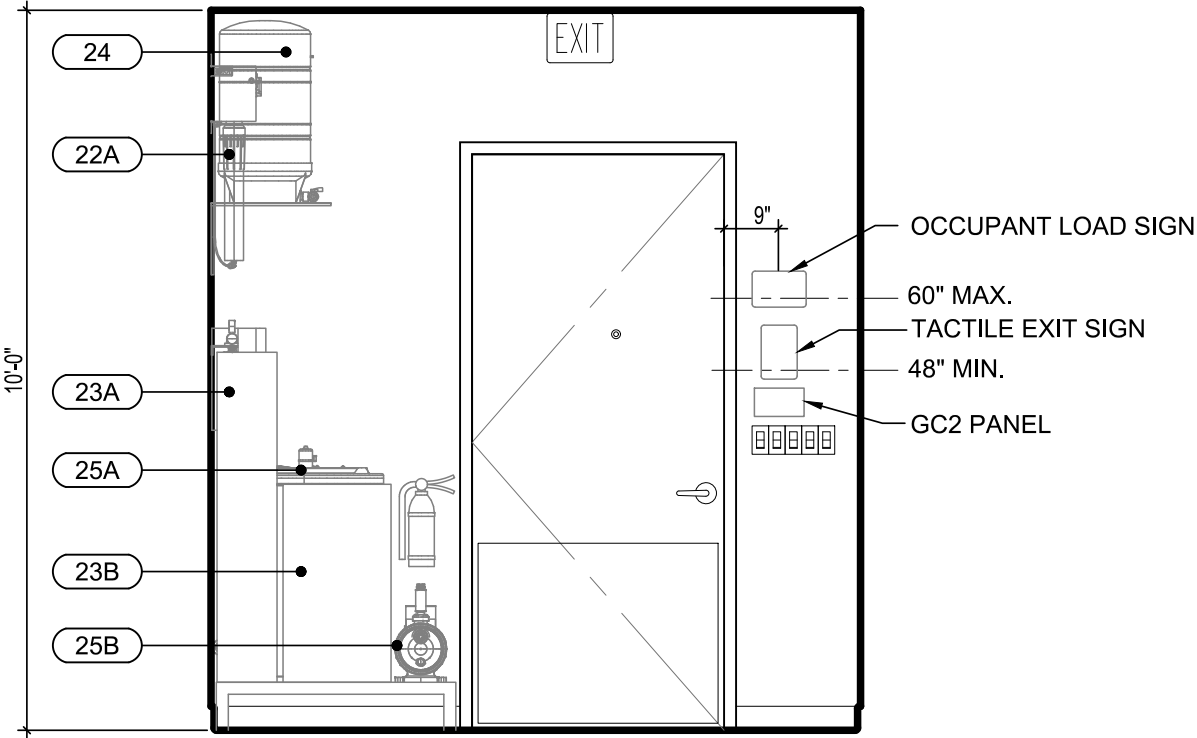
EXTERIOR
ELEVATIONS

A2.2

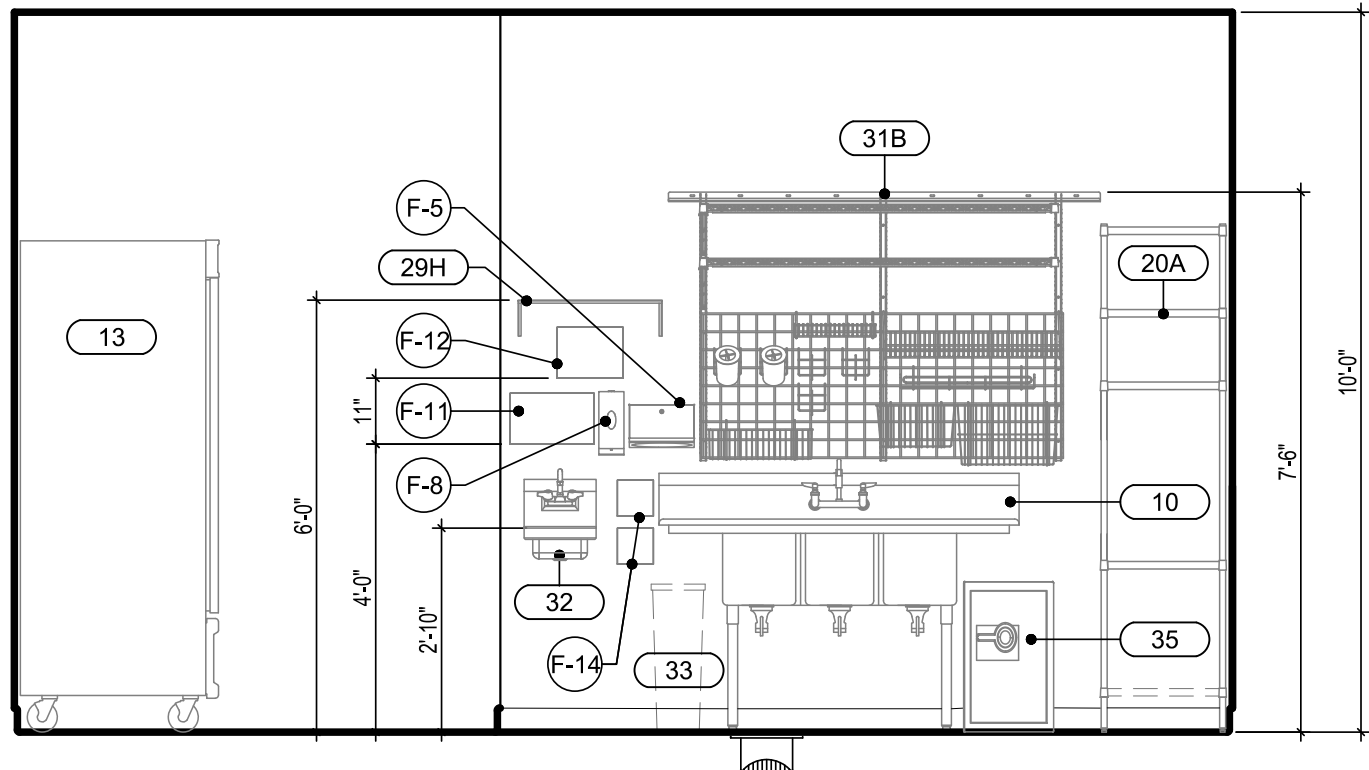
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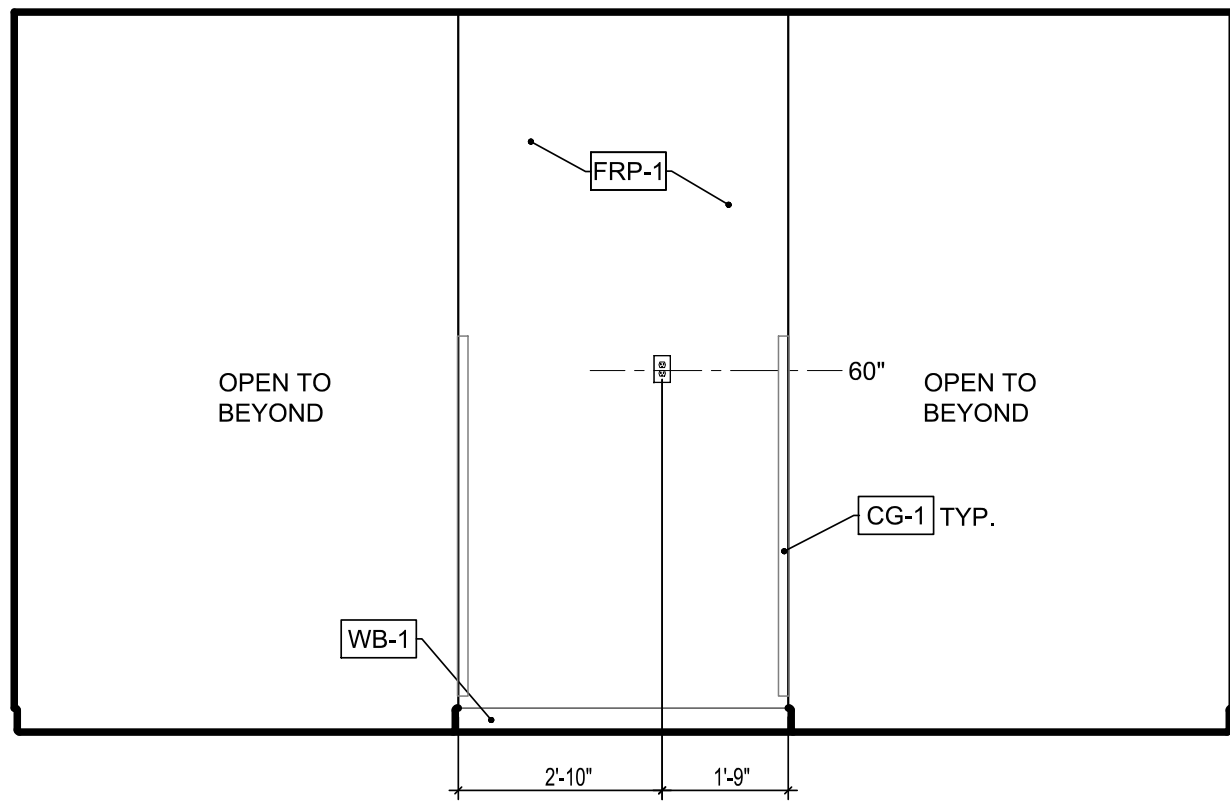
5B EQUIPMENT ELEVATION AT ICE MACHINE
SCALE: 3/8" = 1'-0" NOTE: SEE EQUIPMENT SCHEDULE, SHEET A1.3 FOR MORE INFORMATION



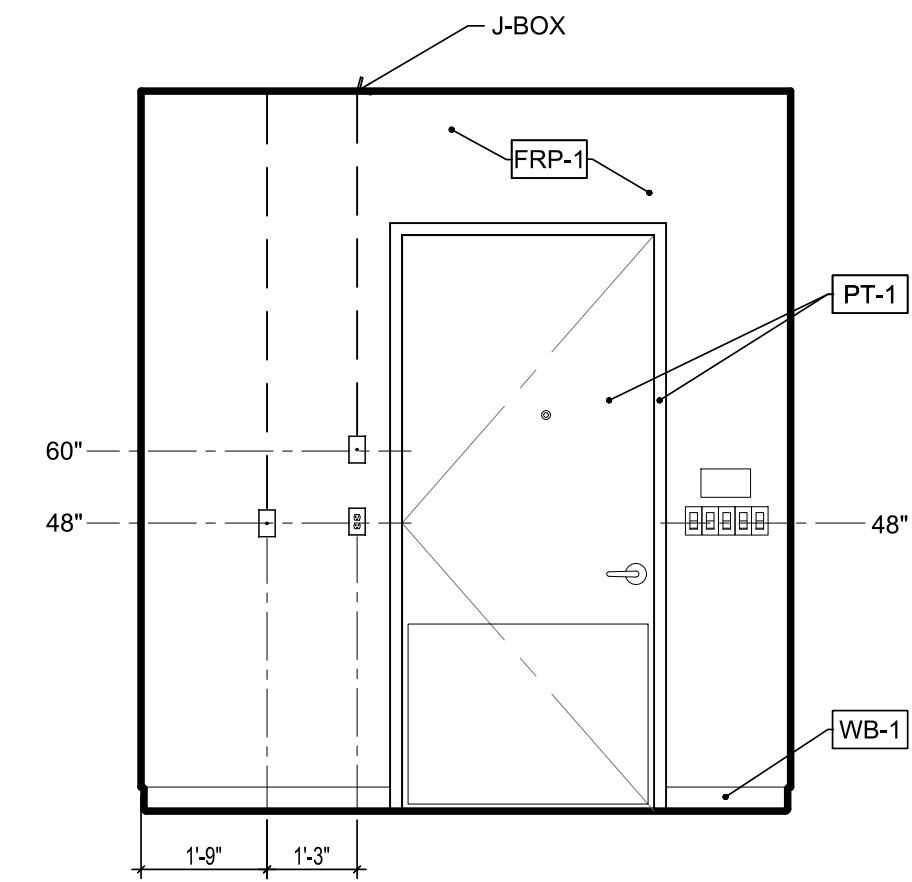
4B EQUIPMENT ELEVATION AT REAR DOOR
SCALE: 3/8" = 1'-0" NOTE: SEE EQUIPMENT SCHEDULE, SHEET A1.3 FOR MORE INFORMATION



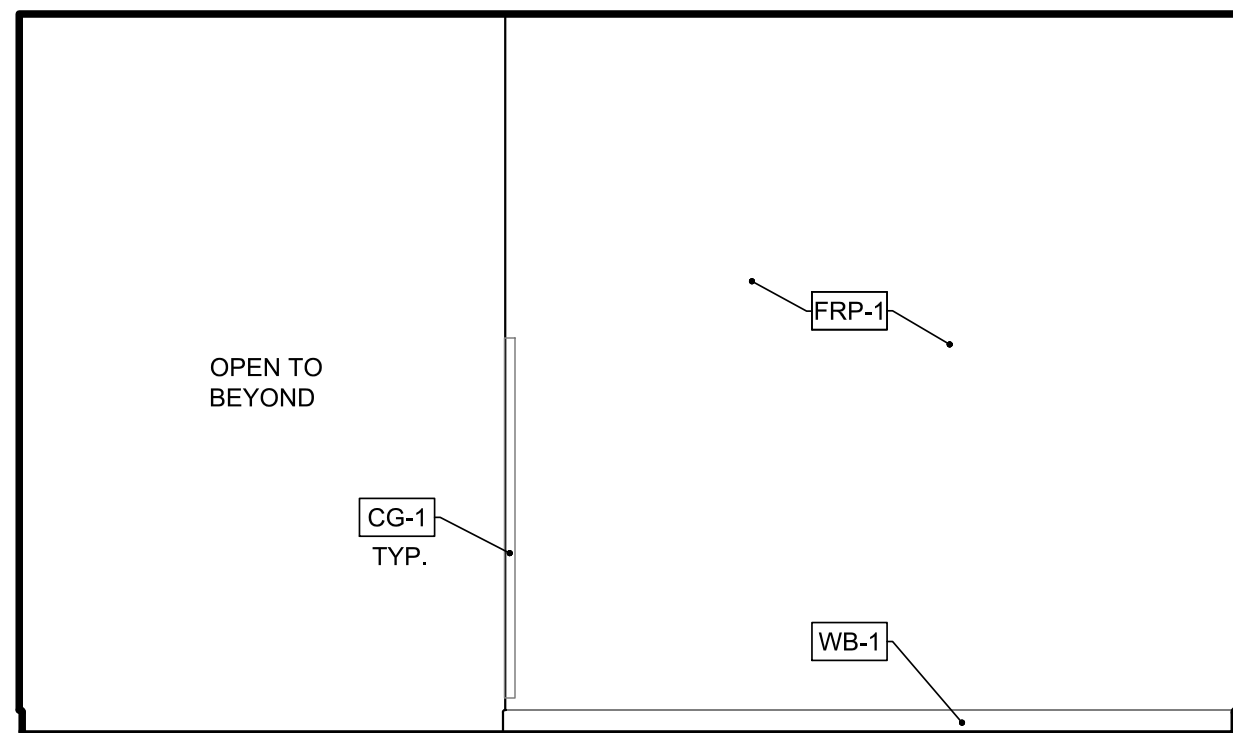
2B EQUIPMENT ELEVATION AT 3-COMP SINK
SCALE: 3/8" = 1'-0" NOTE: SEE EQUIPMENT SCHEDULE, SHEET A1.3 FOR MORE INFORMATION
SEE FIXTURE SCHEDULE SHEET A4.3



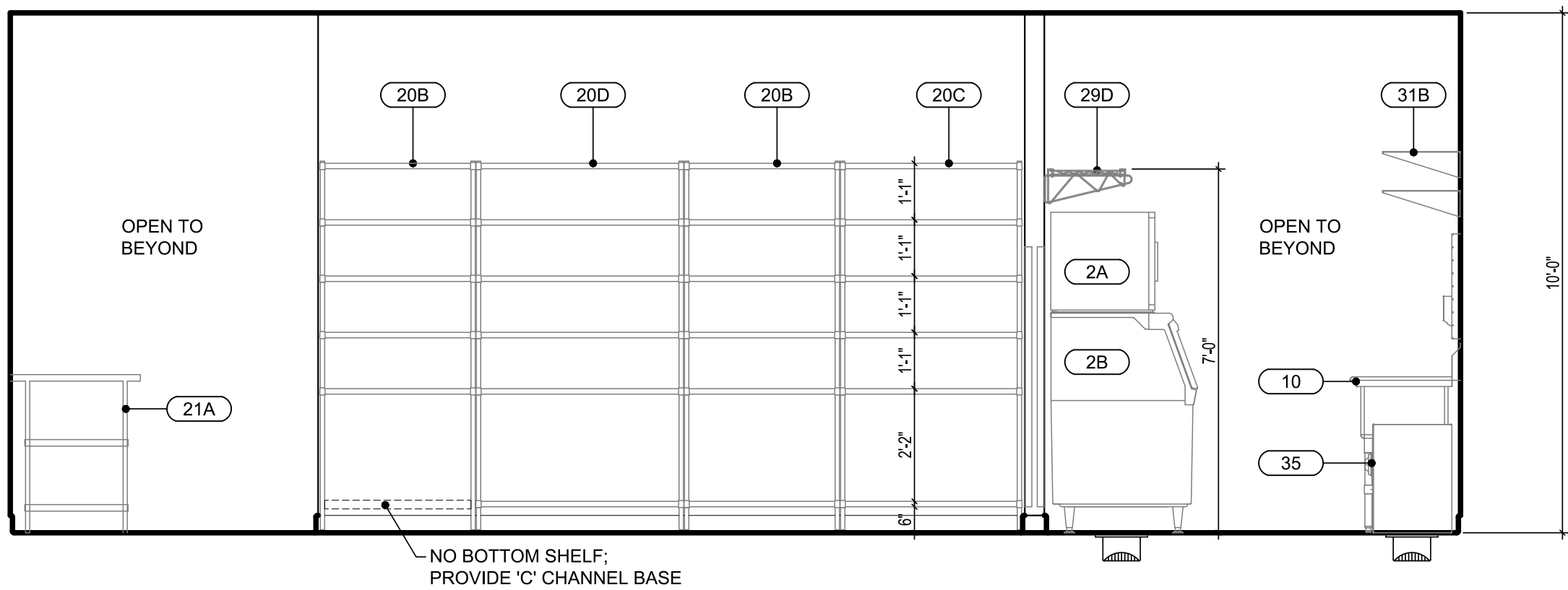
5A INTERIOR ELEVATION AT ICE MACHINE
SCALE: 3/8" = 1'-0"



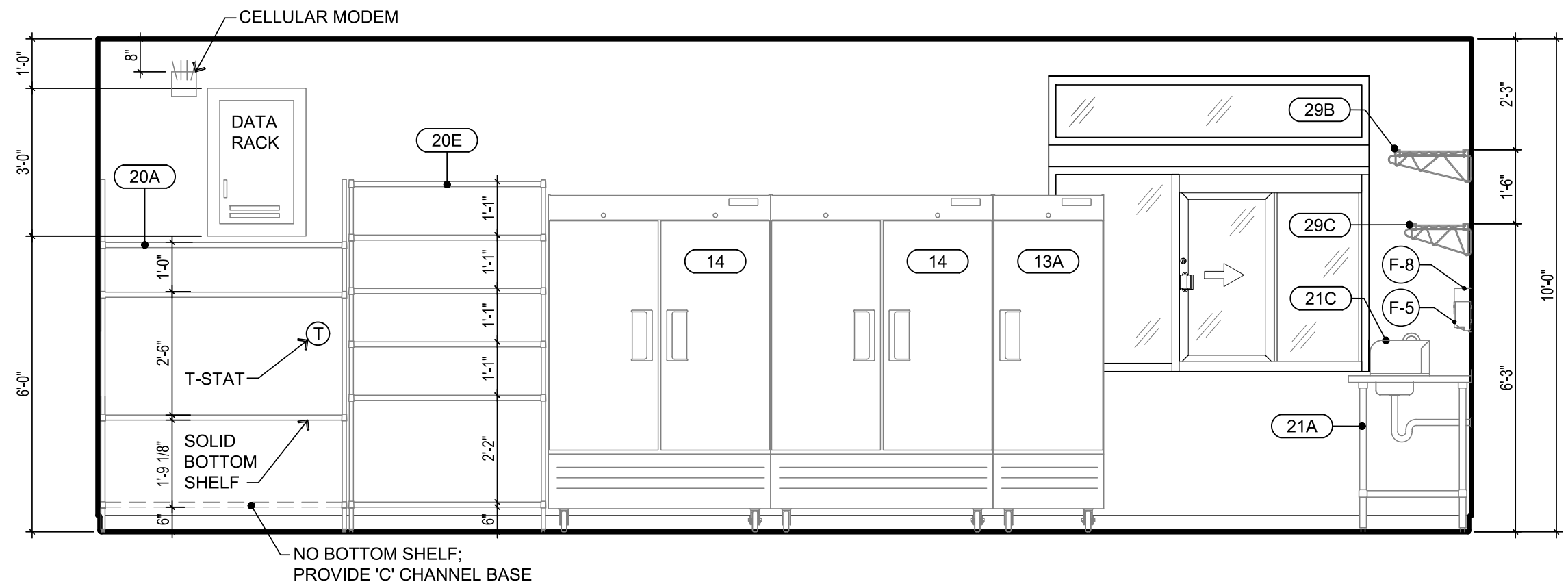
4A INTERIOR ELEVATION AT REAR DOOR
SCALE: 3/8" = 1'-0" NOTE: SEE EQUIPMENT SCHEDULE, SHEET A1.3 FOR MORE INFORMATION



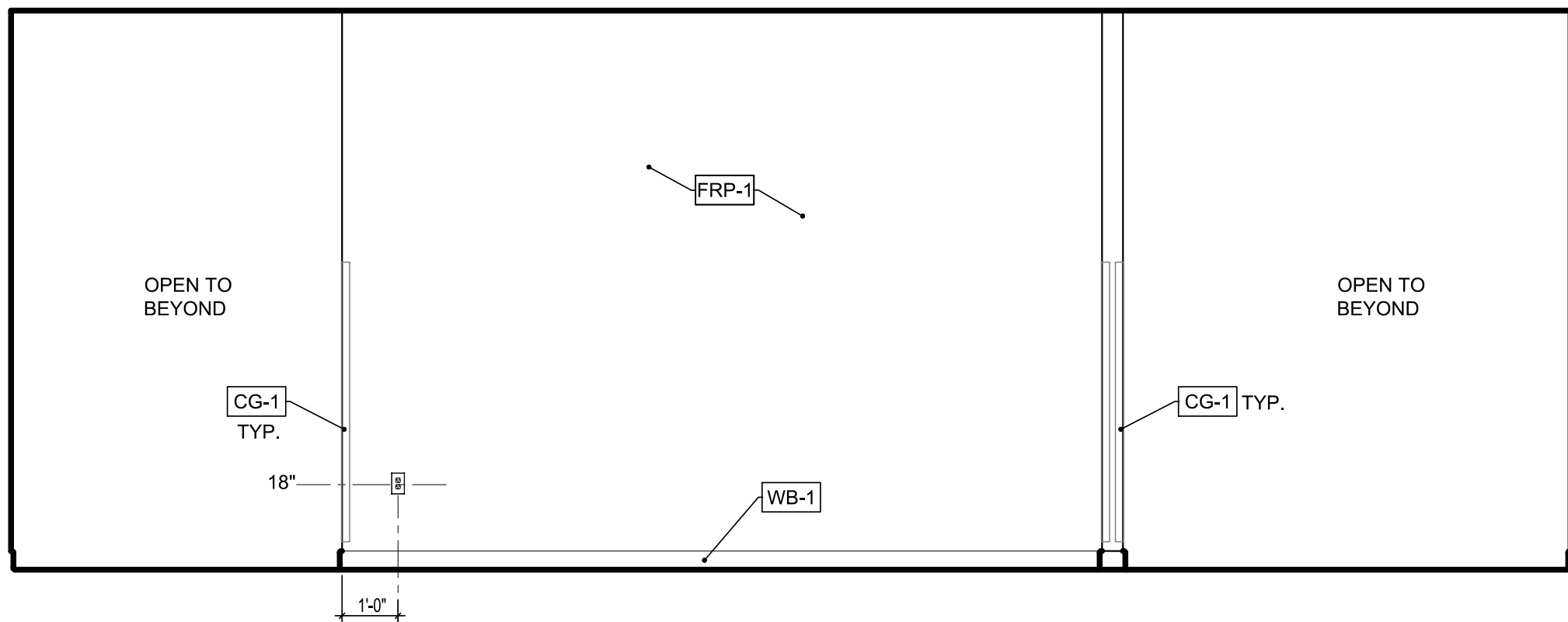
2A INTERIOR ELEVATION AT 3-COMP SINK
SCALE: 3/8" = 1'-0"



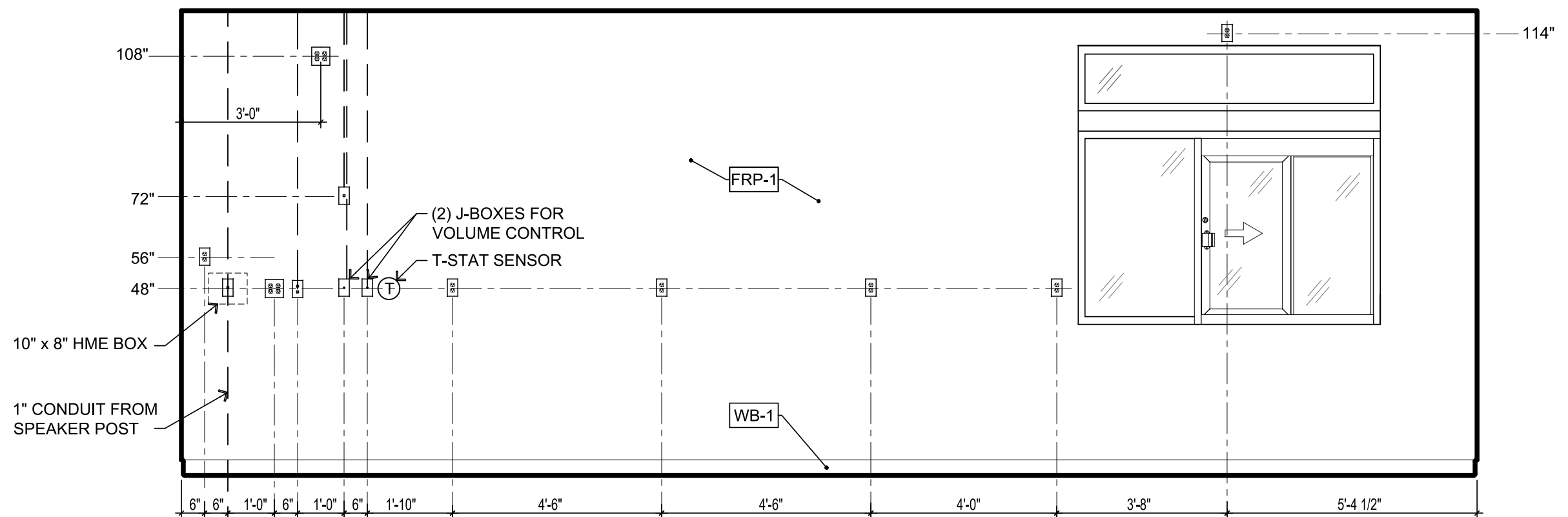
3B EQUIPMENT ELEVATION AT STORAGE RACKS
SCALE: 3/8" = 1'-0" NOTE: SEE EQUIPMENT SCHEDULE, SHEET A1.3 FOR MORE INFORMATION



1B EQUIPMENT ELEVATION AT FREEZER LINE
SCALE: 3/8" = 1'-0" NOTE: SEE EQUIPMENT SCHEDULE, SHEET A1.3 FOR MORE INFORMATION



3A INTERIOR ELEVATION AT STORAGE RACKS
SCALE: 3/8" = 1'-0"



1A INTERIOR ELEVATION AT FREEZER LINE
SCALE: 3/8" = 1'-0"

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REVISIONS

Project Number: 255-294

Date

No.

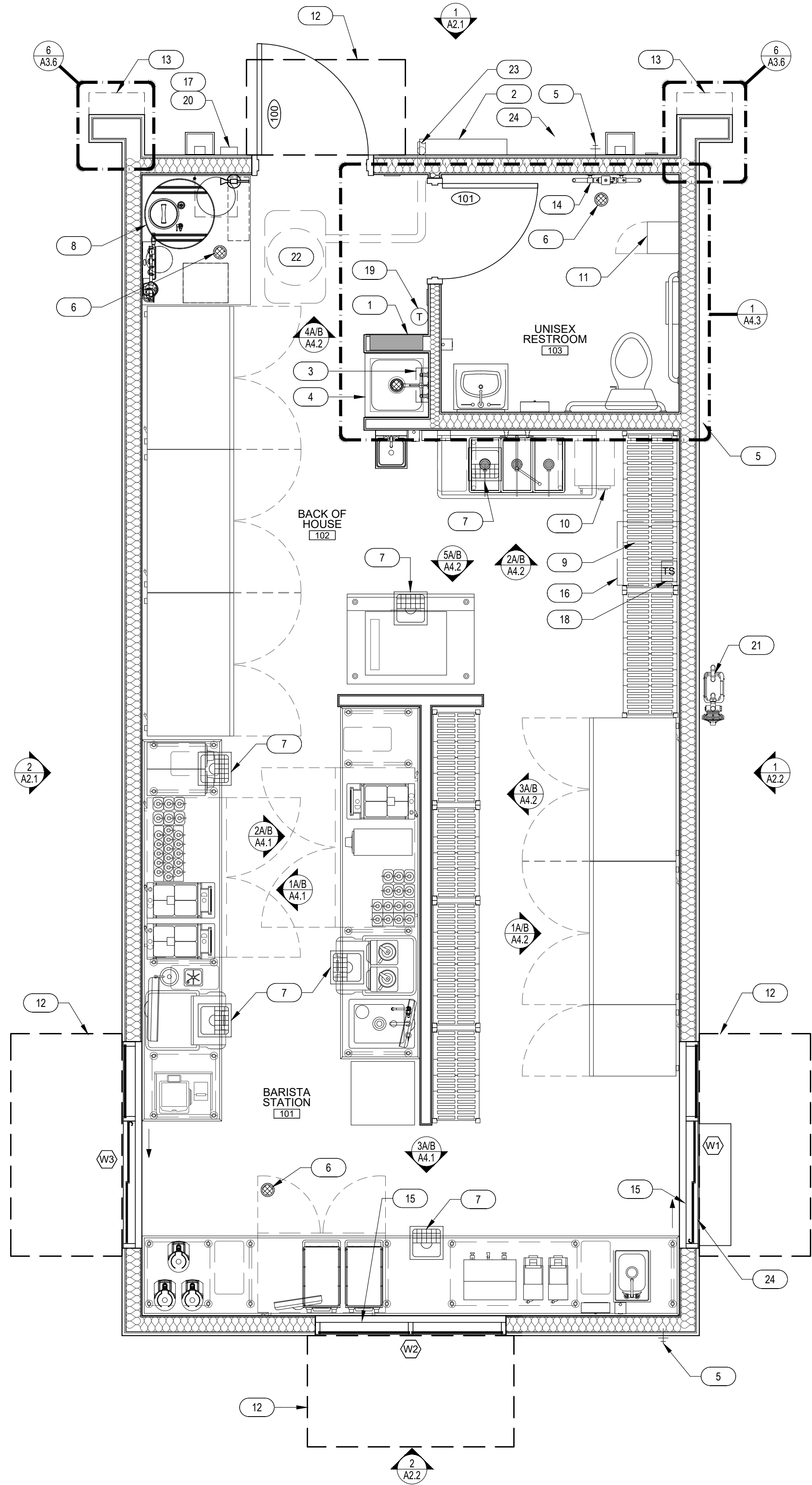
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SHEET TITLE & NUMBER

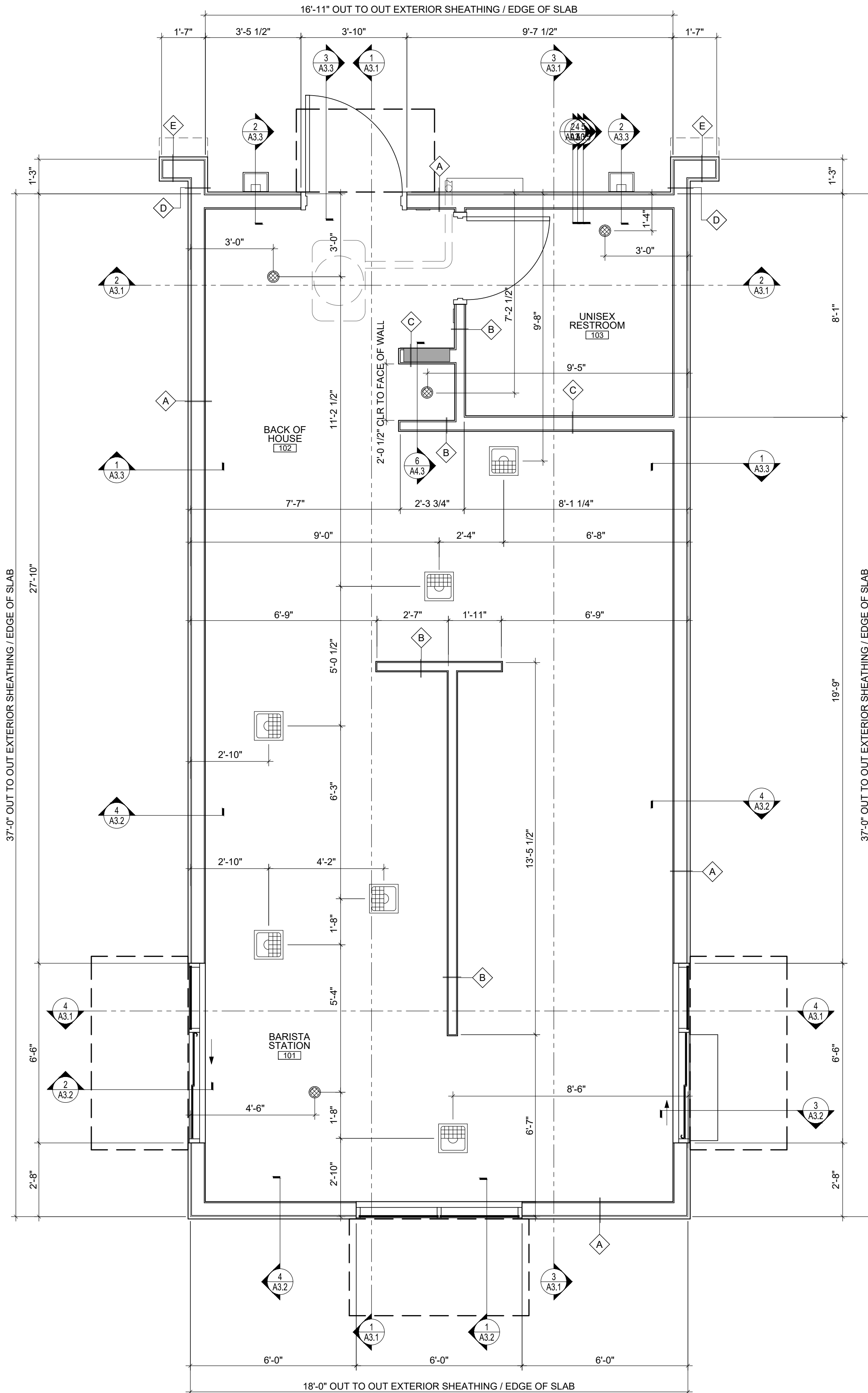
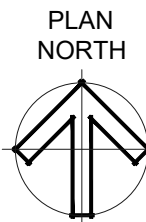
INTERIOR
ELEVATIONS

A4.2

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2 FLOOR PLAN
SCALE: 3/8" = 1'-0"



1 DIMENSION PLAN
SCALE: 3/8" = 1'-0"



GENERAL NOTES

- PROVIDE PAINTED METAL ACCESS PANELS IN WALLS AND CEILINGS AT CONCEALED ITEMS SUCH AS VALVES, SHOCK ABSORBERS, CONTROLS, SWITCHES, ETC. AND ANY ITEMS WHICH MAY REQUIRE ACCESS NOT OTHERWISE PROVIDED.
- GENERAL CONTRACTOR WILL FURNISH AND INSTALL 5LB MULTIPURPOSE DRY CHEMICAL (2A/10BC) RATED FIRE EXTINGUISHERS WITH MOUNTING BRACKETS AND ACCESSORIES AT 4'-0" A.F.F. AS REQUIRED BY GOVERNMENTAL AUTHORITIES. MAXIMUM TRAVEL DISTANCE OF 125'-0" FOR PLACEMENT.
- IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE, AND CONFIRM ALL FLOOR SINK, UNDERGROUND / OVERHEAD PLUMBING AND ELECTRICAL STUB-UPS.
- SEE ROOM FINISH SCHEDULE FOR ALL ROOM FINISHES, SHEET A1.2.
- SEE EQUIPMENT PLAN FOR EQUIPMENT INFORMATION, SHEET A1.3.
- GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION AND SAW CUT JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE - SEE JOINT SEALER SPECIFICATIONS.
- ALL ITEMS SUCH AS LIGHT SWITCHES, FIRE EXTINGUISHERS, FIRE ALARM PULLS AND OTHER ITEMS TO BE LOCATED AS CLOSE AS POSSIBLE TO THE ADJACENT DOOR FRAME.
- AT MOP SINK AND SINKS, PROVIDE 120 CLEANING SOLUTION DISPENSER ON HOSE BIBB SIDE.
- THERE SHALL BE A MAXIMUM 1/2" OFFSET AT ALL THRESHOLDS AND AT ANY CHANGE OF FLOORING MATERIALS. OFFSETS GREATER THAN 1/4" REQUIRE A MAXIMUM BEVELED SLOPE OF 1 UNIT VERTICAL TO 2 UNITS HORIZONTAL.
- ALL DOORS ARE 4" OFF ADJACENT WALLS UNO.
- ALL EXTERIOR DOOR LANDING GRADES SHALL HAVE A SMOOTH TRANSITION TO THE ADJACENT PAVED SURFACE, AND THE MAX. RUNNING AND CROSS SLOPE OF ALL LANDINGS WILL BE 2%.
- PROVIDE THERMOMETER ACCURATE TO 2 DEGREES FAHRENHEIT IN REFRIGERATORS IF ONE IS NOT INCLUDED WITH FIXTURE.
- ALL HAND SINKS MUST BE PROVIDED WITH A HAND WASHING SIGN, PAPER TOWEL DISPENSER AND HAND SOAP DISPENSER.

WALL LEGEND

FRAMING / DIMENSIONING NOTE:

ALL DIMENSIONS ARE TO FACE OF SLAB AND FACE OF STUD.

- EXTERIOR WALL:
EXTERIOR: EXTERIOR FINISH (PER BUILDING SECTIONS) OVER TYVEK® COMMERCIAL WRAP OVER EXTERIOR SHEATHING OVER 2x6 WOOD STUDS @ 16" O.C.
INTERIOR: 5/8" FIBEROCK BRAND BACKERBOARD AT BASE TO 12" A.F.F. WITH 5/8" PLYWOOD FRP PANEL TO 10'-6" A.F.F., PROVIDE R-19 BATT INSULATION IN WALLS, PER BUILDING SECTIONS.
- INTERIOR PARTITION WALL: FULL HEIGHT
2x4 WOOD STUDS @ 16" O.C., 1/2" FIBEROCK BRAND BACKERBOARD AT BASE TO 12" A.F.F. WITH 1/2" PLYWOOD & FRP PANEL TO 10'-6" A.F.F., BOTH SIDES. PROVIDE R-19 ACOUSTICAL BATT INSULATION AT RESTROOM.
- PLUMBING PARTITION: FULL HEIGHT
2x6 WOOD STUDS @ 16" O.C., 1/2" FIBEROCK BRAND BACKERBOARD AT BASE TO 12" A.F.F. WITH 1/2" PLYWOOD & FRP PANEL TO 10'-6" A.F.F., BOTH SIDES. PROVIDE R-19 ACOUSTICAL BATT INSULATION AT RESTROOM.
- EXTERIOR WING WALL:
EXTERIOR FINISH OVER RAIN SCREEN OVER TYVEK® COMMERCIAL WRAP OVER EXTERIOR SHEATHING (BOTH SIDES) OVER 2x6 WOOD STUDS @ 16" O.C.
- EXTERIOR WING WALL:
EXTERIOR FINISH OVER RAIN SCREEN OVER TYVEK® COMMERCIAL WRAP OVER EXTERIOR SHEATHING (BOTH SIDES) OVER 2x6 WOOD STUDS @ 16" O.C.

KEYNOTES - FLOOR PLAN

- ELECTRICAL PANEL; REFER TO ELECTRICAL DRAWINGS.
- ELECTRICAL SERVICE ENTRANCE; REFER TO ELECTRICAL DRAWINGS. COORDINATE FINAL LOCATION TO ENSURE LOCATION DOES NOT INTERFERE WITH OTHER ITEMS.
- TANKLESS WATER HEATER ABOVE; REFER TO PLUMBING DRAWINGS.
- MOP SINK; REFER TO PLUMBING DRAWINGS.
- HOSE BIBB; REFER TO PLUMBING DRAWINGS.
- FLOOR DRAIN; REFER TO PLUMBING DRAWINGS.
- FLOOR SINK; REFER TO PLUMBING DRAWINGS.
- R.O. SYSTEM; REFER TO PLUMBING DRAWINGS.
- MANAGER'S STATION.
- FLOOR SAFE BY OWNER, BOLTED TO FLOOR BY G.C.
- 6-DOOR EMPLOYEE LOCKERS ANCHORED TO WALL BY G.C.
- LINE OF AWNING ABOVE; BY OTHERS.
- DASHED LINE REPRESENTS ANGLED WING WALL ABOVE.
- DOMESTIC WATER SERVICE; REFER TO PLUMBING DRAWINGS.
- OPEN SIGN, BY OWNER.
- DATA RACK ABOVE; REFER TO ELECTRICAL DRAWINGS.
- KNOX BOX; REFER TO EXTERIOR ELEVATIONS.
- THERMOSTAT SENSOR; REFER TO MECHANICAL DRAWINGS.
- THERMOSTAT; REFER TO MECHANICAL DRAWINGS.
- MAILBOX (BY OWNER) LOCATED UNDER KNOX BOX; REFER TO EXTERIOR ELEVATIONS.
- PROPOSED GAS METER; REFER TO PLUMBING DRAWINGS.
- UNDERSLAB GREASE TRAP; REFER TO PLUMBING DRAWINGS.
- SCHIER PUMP-OUT PORT KIT (PP3). ROUTE PLUMBING UNDER SLAB TO OUTSIDE OF EXTERIOR WALL AT 24" ABOVE GRADE. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- WALK-UP SERVICE WINDOW W/ TRANSACTION SHELF.

WINDOW LEGEND

WINDOW TAG. REFER TO SCHEDULE ON SHEET A5.1

DOOR LEGEND

DOOR TAG. REFER TO SCHEDULE ON SHEET A5.2

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REVISIONS

Project Number: 25-294

No. Issue Date

SHEET TITLE & NUMBER

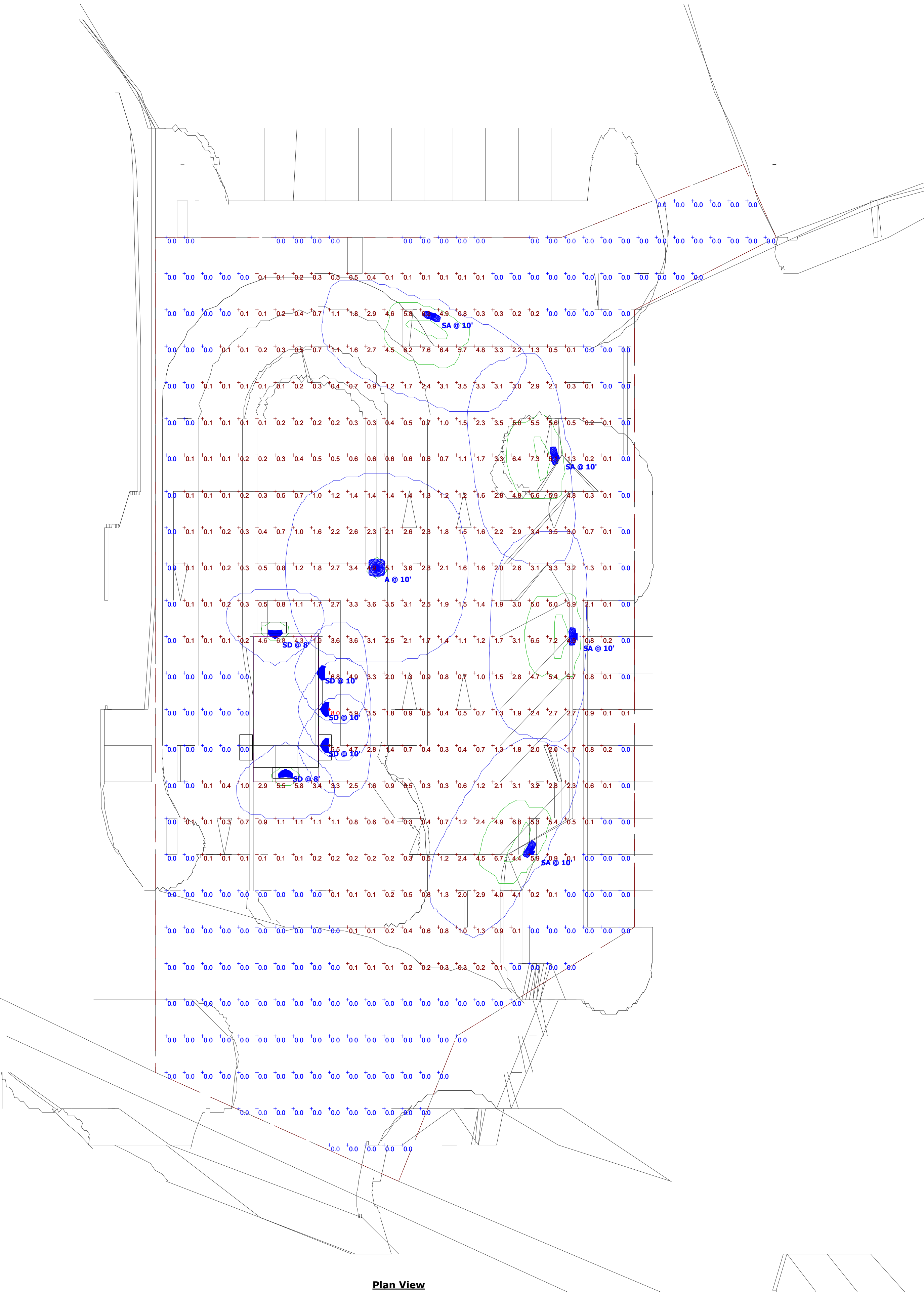
DIMENSION PLAN
& FLOOR PLAN

A1.1

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Schedule								
Symbol	Label	QTY	Catalog Number	Description	Number Lamps	Lumens per Lamp	LLF	Wattage
	SA	4	PRV-PA1A-730-U-T3-HSS	PREVAIL AREA AND ROADWAY LUMINAIRE (1) 70 CRI, 3000K, 670mA LIGHT ENGINE WITH 24 LEDS AND TYPE III OPTICS WITH HOUSE SIDE SHIELD	24	212	1	54
	SB	0	PRV-PA1A-730-U-T3	PREVAIL AREA AND ROADWAY LUMINAIRE (1) 70 CRI, 3000K, 670mA LIGHT ENGINE WITH 24 LEDS AND TYPE III OPTICS	24	288	1	54
	SD	5	WPX1 LED P1 30K Mvolt	WPX1 LED wallpack 1500lm 3000K color temperature 120-277 Volts	1	1537	1	11.49
	A	1	PRV-PA1A-730-U-5WQ	PREVAIL AREA AND ROADWAY LUMINAIRE (1) 70 CRI, 3000K, 670mA LIGHT ENGINE WITH 24 LEDS AND TYPE V WIDE OPTICS	24	297	1	54

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.1 fc	8.0 fc	0.0 fc	N/A	N/A



Plan View

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CONSULTANTS

REVISIONS

Project Number: 255-294

No. Issue Date

SHEET TITLE & NUMBER

PHOTOMETRIC
SITE PLAN

E0.4

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D. SPECIAL USE PERMITS

1. Purpose and Applicability

A Special Use Permit (SUP) allows for certain uses that are not permitted in a particular base zoning category by right, but which may be permitted under certain circumstances and application of certain conditions. SUPs require individual, discretionary review of location, design, configuration and operation in order to demonstrate compatibility with neighboring uses, adequate mitigation or resolution of negative impact, consistency with the Comprehensive Master Plan, and adequate offsets of any disproportionate burden upon the public infrastructure systems of the City.

2. Special Use Permits

An owner of real property, or that owner's authorized representative, may initiate a SUP for that property by filing an application with the Planning Department. The SUP request may, upon owner's discretion, be included as a part of an overall zoning or rezoning application, provided that all of the requirements of this Chapter are met. SUPs will be processed and considered in accordance with the procedures described in Section 2.6.

3. Pre-Application Meeting

The owner or owner's authorized representative shall meet with the Planning Director or designated staff prior to submittal of the SUP application. At this pre-submittal meeting, the owner will present a preliminary, non-binding plan (conceptual or sketch plan) to the Planning Director, for discussion purposes only. The official will provide the owner or owner's authorized representative with a checklist of submittal requirements for the SUP application, including impact mitigation factors that should be addressed. The particular requirements for impact mitigation will depend on the special use being proposed, the scale of the project, and the location of the property in question. Staff may make recommendations for the presented plan based on similar projects submitted for consideration by the Commission.

a. Application Contents

- i. General Content Required for All Zoning Applications
- ii. The SUP application shall be organized into the sections defined for all zoning applications. Project Checklist, provided at the pre-application meeting, shall be included
- iii. Letter of Justification
The applicant shall include in the SUP Application, in accordance with the SUP Application Checklist, a Letter of Justification that describes the proposed project. The letter should be a summary of application content, and should include, at a minimum:
 - (a) Project owner and/or developer
 - (b) Project description
 - (c) Benefits of the proposed project to neighboring properties and to the community at large
 - (d) Description of consistency with the Comprehensive Master Plan
 - (e) Description of consistency with the other Comprehensive Master Plans of the City, including thoroughfares, utilities, parks and economic development
 - (f) Measures taken to ensure compatibility of the proposed project with surrounding (existing) uses

b. Development Impact

- i. Each SUP application shall also include information indicating how potential impacts of the requested special use will be addressed, according to the particular land use district in which the property is located, in order to promote the character, intent and right of use of neighboring properties. These potential impacts will be identified during the pre-submittal meeting and provided as a part of the checklist of application requirements and will be included in the application. For more information, see the SUP Application Checklist.
- ii. The potential impacts of special use projects on neighboring properties will be selected from the list of factors below and identified on the submittal checklist that the applicant receives from the City at the pre-submittal conference. It is the property owner's responsibility to demonstrate adequate treatment of these issues either through design or operation of the proposed special use. Council reserves the right to accept, reject, or require modification to any measures proposed in the application.
 - (a) Community safety;
 - (b) Traffic;
 - (c) Parking;
 - (d) Loading;

- (e) Driveways;
- (f) Building setbacks;
- (g) Access and curb cuts;
- (h) Development density (may include footprint, height, people dwelling onsite, or other factors);
- (i) Hours of operation;
- (j) Property values;
- (k) Viewshed protection;
- (l) Impervious cover;
- (m) Noise;
- (n) Light;
- (o) Vibration;
- (p) Hazardous or flammable materials;
- (q) Special solid waste disposal requirements;
- (r) Discharge/water contamination; and
- (s) Other

c. Application copies

The application package shall be submitted digitally. A paper copy of the document will also be required when certified documents are included. The application check list will indicate the number of paper copies required.

4. Criteria for Approval

- a. Planning and Zoning Commission may recommend, and City Council may approve the application for a Special Use Permit if:
 - i. the proposed special use is determined to comply with the intent of all applicable requirements of the Code and with adopted plans and policies of the City;
 - ii. the application demonstrates mitigation of potential impacts; and
 - iii. the following general criteria are met:
 - (a) The use complies with the purpose and intent of the zoning classification of the property, as well as any applicable supplemental regulations as required by Council.
 - (b) The use is consistent with the Comprehensive Master Plan.
 - (c) The establishment, maintenance, or operation of the proposed use shall not endanger or be detrimental to the public health, safety, morals, comfort, or general welfare of the community.
 - (d) The use shall have no more adverse effects on health, safety, or comfort of persons living or working in neighboring properties or shall be no more injurious to neighboring properties than would any other use generally permitted under the same categorical zoning designation.
 - (e) The use will not result in traffic volumes or circulation patterns that negatively affect streets and intersections likely to be used by traffic to and from the proposed development without approved mitigation of impact;
 - (f) The proposed use shall not injure the use and enjoyment of the property in the immediate vicinity for the purposes already permitted nor substantially diminish or impair the property values within the neighborhood.
 - (g) The proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted therein.
 - (h) The use will not create detrimental operational impacts, through hours of operation, management of traffic, servicing and loading operations, and any on-site operations associated with the ongoing functions of the use on the site, on neighboring properties.
 - (i) The use will not create detrimental health and safety impacts, such as noise, emissions, or vibrations, through functions within the proposed site.
 - (j) The use will not create detrimental impacts on the potential for future development of neighboring properties; and
 - (k) The public interest and welfare supporting the use shall be sufficient to outweigh the individual interests that are adversely affected by the establishment of the proposed use.

5. Public Hearings and Decisions

a. The Planning and Zoning Commission and the City Council shall hear applications for Special Use Permits.

b. Public hearings shall be held for applications for Special Use Permits.

c. Notice of Public Hearings

Notice required for a public hearing before the Planning and Zoning Commission or the City Council shall be in accordance with the requirements for public notice established by this Chapter.

d. Hearing and Recommendation by the Planning and Zoning Commission

The Planning and Zoning Commission shall hold a public hearing on the Special Use Permit application at the next meeting following notification requirements as stated in this Code. After the public hearing, the Commission shall recommend to approve, approve with conditions, approve in part, deny or deny in part the application. Where the Commission fails to render its decision at the required public hearing, the decision shall be deemed to have been rendered as a recommendation for denial of the applicant, unless the applicant has agreed in writing or on the record to an extension of time.

e. Negative Recommendation of Planning and Zoning Commission

If the Planning and Zoning Commission recommends denial of a Special Use Permit application, the permit application shall require approval by a super majority vote by City Council.

f. Hearing and Action by City Council

City Council shall hold a public hearing on the Special Use Permit application within forty-five (45) days of the Planning and Zoning Commission's action on the application. After the public hearing, Council shall act to approve, approve with conditions, approve in part, deny or deny in part the application, within forty-five (45) days of the council hearing, or the next scheduled meeting in which public notice can be made. In taking action, the City Council shall consider the criteria for approving a Special Use Permit. Where Council fails to render its decision within the period specified by this subsection, or fails to hold the required public hearing within forty-five (45) days from the date of the decision of the Planning and Zoning Commission, the decision shall be deemed to have been rendered in denial of the applicant, unless the applicant has agreed in writing or on the record to an extension of time. When a decision is rendered in denial of the applicant because of the failure of Council to meet or render a decision as hereinabove provided, the Planning Director shall give public notice of said decision within ten (10) days of expiration of the forty-five (45) days following the council hearing.

g. Requirements for Approval by Three-fourths Vote

The affirmative vote of three-fourths of the members of the City Council is required for approval of a proposed Special Use Permit if:

i. The proposed Special Use is protested in writing by the owners of at least 20% of the area of land that is either included in the proposed zoning classification or at least twenty percent (20%) of the area of land immediately adjoining the area included in the proposed zoning classification and extending 200 feet from that area. In computing the percentage of land area, the area of streets and alleys shall not be included in the computation.

ii. Written protests must be received by the City Manager no later than 12:00 p.m. of the previous business day prior to the posted date and time for the zoning hearing on the city council's agenda.

- iii. If the written protests appear to be at least twenty percent (20%) of either the area of the lots or land covered by the proposed change or the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred (200) feet there from, the applicant shall be entitled to, but is not required to, request a continuance if all members of the City Council are not present.

6. Subsequent Applications

- a. When an application has been withdrawn

An application for a SUP may be withdrawn at any time. If the application has been advertised in compliance with State Law, an application requesting substantially the same use on all or part of the same described land shall not be reconsidered within three months of withdrawal.

- b. When an application has been denied

In the event that the City Council denies an application for a Special Use Permit, a similar application shall not be refiled within one year from the date of the denial, unless the Planning and Zoning Commission, upon petition by the applicant, determines that significant physical, economic or land use changes have taken place within the immediate vicinity, or a significant zoning regulation text change has been adopted, or when the reapplication is for a different use than the original request. The applicant shall submit a statement in detail setting out those changes which he or she deems significant and upon which he or she relies for refiled the application.

7. Scope of Approval

- a. Once a SUP has been granted, the approved use may only be enlarged, extended, increased in intensity or relocated under the conditions of a major or minor amendment, unless, in approving the initial application for a SUP the City specifically established an alternative procedure for future expansion or enlargement. The provisions for nonconforming uses and vested rights do not supersede this requirement, unless the specially permitted use is no longer a use permitted by right or as a special use in the assigned zoning category.
- b. The terms of approval shall be set by City Council. Special Use Permits are granted to the property, and not to the landowner. Therefore, the Permit shall be transferable upon sale.

8. Expiration of Approval of Special Use Permits

- a. A Special Use Permit shall automatically lapse and become null and void if:
 - i. the applicant fails to satisfy any condition that was imposed as part of the approval of the SUP or that was made under the terms of any development agreement, within the time limits established for satisfaction of such condition or term;
 - ii. the applicant fails to submit a subsequent development application required by the Code within the time so required. If no time limit for satisfaction of conditions is specified in the decision on the development application, the time shall be presumed to be one year from the date the decision was made;
 - iii. the Special Use involves physical improvements that have not been substantially initiated within one (1) year of the date of approval or authorization approval of the SUP;
 - iv. after starting construction, the construction is discontinued for a period of one (1) year or more; or
 - v. No physical improvements are made, and a Certificate of Occupancy is not issued for the Special Use within two (2) years of the date of approval or authorization.
- b. Effect of Expiration

- i. No Certificate of Occupancy shall be issued after approval lapses unless the approval or authorization is renewed.
 - ii. No physical improvements shall be made after approval lapses unless the approval or authorization is renewed.
 - iii. Upon the expiration of a SUP, all previously approved permits for the same land also shall expire on the expiration date if (1) the expired permit is subordinate to such previously approved permits and (2) the filing of an application for or approval of the expired permit was required to avoid expiration for the previously approved permit or permits. Thereafter, a new application for each permit deemed expired under this Section must be approved subject to regulations in effect at the time the new application is accepted for filing.
- c. Renewal after lapse

The City Council may renew its approval of a SUP for which approval has lapsed, provided that no more than one (1) year has elapsed since the date of expiration of the original approval or, in the case of discontinuance of work, since the date of discontinuance. Renewal shall require formal action, but it shall not require public notice or hearings. Renewal shall have the same effect as the original approval. If no renewal is granted with the one-year period allowed for renewals, the original approval shall be void and no further effect. Occupancy Permits shall be automatically renewed coincidentally with and for the same time periods and limitations as prescribed for SUP renewals.

9. Minor SUP Amendments

A SUP amendment is a request for any enlargement, expansion, increases in intensity, relocation, or modification of any condition of a previously approved and currently valid SUP. Amendments shall be processed as follows: shifts in on-site location and changes in size, shape, intensity, or configuration of less than 5 percent, or a 5 percent or less increase in either impervious surface or floor area over what was originally approved, may be authorized by the Planning Director, provided that such minor changes comply with the following criteria:

- i. No previous minor modification has been granted pursuant to this section;
- ii. There will be no detrimental impact on any adjacent property caused by significant change in the appearance or use of the property or any other contributing factor;
- iii. Nothing in the currently valid SUP precludes or otherwise limits such expansion or enlargement; and
- iv. The proposal conforms to all applicable requirements of Title XV and is in keeping with the spirit and intent of the Comprehensive Master Plan.

10. Major SUP Amendments

All amendments, other than those amendments provided for in this Section, shall be considered major SUP amendments and shall require approval in the same manner and under the same procedures as are applicable to the issuance of the original SUP approval.



AGENDA ITEM SUMMARY

Agenda Date

October 27, 2025

Requested Action

APPROVE RESOLUTION NO. 2025-R80; A RESOLUTION APPROVING THE FINANCING BY THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF MORNINGSIDA MINISTRIES FOR A HEALTH FACILITY LOCATED WITHIN THE CITY OF BOERNE, TEXAS.

Contact Person

Ben Thatcher, City Manager

Background Information

The City has received a formal request from Morningside Ministries and the New Hope Cultural Education Facilities Finance Corporation for approval of a Tax Equity and Fiscal Responsibility Act (TEFRA) resolution supporting Morningside's application for tax-exempt bond financing to fund the Phase 5 Expansion Project at Morningside at Menger Springs, located at 1100 Grand Boulevard, Boerne, Texas.

The New Hope Corporation proposes to issue up to \$48 million in bonds under Chapter 337, Texas Local Government Code, to finance and refinance capital expenditures associated with the expansion. The project modifies Morningside's original plan and includes:

- 51 additional independent living units (for a total of 326 units upon completion)
- Larger apartment floor plans
- A structured parking garage

When complete, the Menger Springs campus will include:

- 326 independent living units
- 90 assisted living units
- 40 skilled nursing units

The required TEFRA public hearing was held on October 13, 2025, following publication of notice in *The Boerne Star* on October 5, 2025. Approval by the City Council satisfies federal requirements and allows the issuer to proceed with the tax-exempt financing. This approval does not create any financial obligation, debt, or liability for the City of Boerne.

Similar TEFRA resolutions were approved by the City Council in 2019, 2022, and 2023 for prior phases of this project.

	City Planning staff met with Morningside representatives to discuss technical elements of the expansion. The applicants are incorporating a roof rainwater harvesting system to support irrigation and demonstrate commitment to the City's water conservation standards. They will submit the plan for staff review to ensure feasibility and alignment with City engineering and utility requirements.
Strategic Alignment	C3 - Collaborating with community partners to enhance quality of life. This project aims to support the City of Boerne Strategy Map priority of Building an Exemplary Hill Country Community by enhancing senior housing and healthcare options while incorporating sustainable development practices.
Financial Considerations	Approval of the resolution does not create any financial or legal obligation for the City. The bonds are not payable from or secured by City revenues and do not constitute City debt. The City's role is solely to provide the local approval required under federal law.
Citizen Input/Board Review	N/A
Legal Review	Staff have consulted the City Attorney, and the City's consent to this resolution will not make the City liable for the bonds to be issued, nor will it impose any other obligations on the City in connection with the financing.

Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R80 Letter from McCall, Parkhurst & Horton LLP (October 13, 2025)

RESOLUTION NO. 2025-R

A RESOLUTION APPROVING THE FINANCING BY THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF MORNINGSIDE MINISTRIES FOR A HEALTH FACILITY LOCATED WITHIN THE CITY OF BOERNE, TEXAS

WHEREAS, the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act"), authorizes and empowers New Hope Cultural Education Facilities Finance Corporation (the "Issuer") to issue revenue bonds on behalf of the Town of New Hope, Texas (the "Issuing Unit") to finance the costs of a health facility found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Morningside Ministries (the "Borrower"), a Texas nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), proposes to obtain financing from the Issuer from the proceeds of one or more series of the Issuer's bonds or notes, pursuant to a plan of financing, in a maximum principal amount not to exceed \$48,000,000 (the "Bonds") and will use a portion of the proceeds of the Bonds to finance and refinance the cost of a retirement facility known as Morningside at Menger Springs, located at 1100 Grand Boulevard, Boerne, Texas 78006 (the "Project"); and

WHEREAS, the Project is located within the City of Boerne, Texas (the "City") and outside the limits of the Issuing Unit; and

WHEREAS, pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") the Issuer has caused to be published a notice of public hearing (the "TEFRA Notice") with respect to the issuance of the Bonds and the financing of the Project, and held such a hearing after reasonable notice on October 13, 2025 (the "TEFRA Hearing"); and

WHEREAS, pursuant to the provisions of section 147(f) of the Code, the City Council of the City of Boerne, Texas, after the TEFRA Hearing, must approve issuance of the Bonds by the Issuer to enable the Bonds to qualify as tax-exempt obligations under the Code;

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

Section 1. The City Council, solely for purposes of section 147(f) of the Code, hereby approves the issuance of the Bonds and the Project; provided that the City shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. The foregoing approval is given in accordance with the provisions of section 147(f) of the Code and for no other purposes and is not to be construed as an undertaking by the City of Boerne, Texas. The Bonds shall not constitute a liability,

indebtedness, or an obligation of the City of Boerne, Texas nor shall any of the assets of the City of Boerne, Texas be pledged to the payment of the Bonds.

Section 3. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the _____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

October 13, 2025

Mr. Ben Thatcher
City Manager
City of Boerne
P.O. Box 1677
Boerne, Texas 78006

Re: Consent to financing by New Hope Cultural Education
Facilities Finance Corporation for Morningside Ministries

Dear Mr. Thatcher:

New Hope Cultural Education Facilities Finance Corporation (the "Issuer") proposes, on behalf of the Town of New Hope, Texas, to issue its bonds or notes in a maximum principal amount of \$48,000,000 (the "Bonds") pursuant to the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act") to provide funds to finance a health facility for Morningside Ministries (the "Borrower"), a Texas nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986. Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Bonds.

The proceeds of the Bonds will be loaned to the Borrower for the purposes of financing and refinancing certain capital expenditures in the maximum amount of \$48,000,000 at a retirement facility known as Morningside at Menger Springs, located at 1100 Grand Boulevard, Boerne, Texas 78006 (the "Project"). The Project is owned and operated by the Borrower and/or affiliated entities.

Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the approval of the City of Boerne (or the highest elected official of the City of Boerne) be obtained to the financing by the Issuer after the holding of a public hearing. A public hearing was held on October 13, 2025, and a copy of the minutes of the public hearing is enclosed as **Exhibit A**.

For your convenience, I have enclosed as **Exhibit B** a proposed form of a consent resolution. This approval is required solely for the purposes of satisfying the requirements of the Code and to enable the Issuer to proceed with the proposed financing of the portion of the Project located in the City of Boerne with Bond proceeds. **This approval in no way imposes any payment or other obligations on the City of Boerne in connection with the financing. The City of Boerne will have no liability with respect to the proposed Bonds.**

600 Congress Avenue
Suite 2150
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

8 Greenway Plaza
Suite 1025
Houston, Texas 77046
T 713.980.0500
F 713.980.0510

112 East Pecan Street
Suite 1310
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

www.mphlegal.com



Therefore, on behalf of the Issuer and the Borrower, we respectfully request that consideration of adoption of the enclosed resolution be placed on the agenda of the City Council of Boerne, Texas at its next available meeting, and that the City Council approve and adopt such resolution. Upon such approval, I would also very much appreciate if you would email a scan or return an original version of the executed resolution to me at the contact information below. Please retain one copy for your file.

Please do not hesitate to contact me at (214) 754-9266 should you have any questions or comments.

Thank you very much for your cooperation and assistance.

Sincerely,

McCall, Parkhurst & Horton L.L.P.

Abraham "Abe" Benavides

AAB:la
Enclosures

Contact:
Abe Benavides
(214) 754-9266
abenavides@mphlegal.com
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201



EXHIBIT A
MINUTES OF PUBLIC HEARING

MINUTES OF PUBLIC HEARING
New Hope Cultural Education Facilities Finance Corporation

Re: New Hope Cultural Education Facilities Finance Corporation
First Mortgage Revenue Bonds (Morningside Ministries Project)

The undersigned, Abraham Benavides, designated Hearing Officer of New Hope Cultural Education Facilities Finance Corporation (the "Issuer"), the Issuer of the above referenced Bonds (the "Obligations"), called the Public Hearing of the Issuer held on Monday, October 13, 2025, to order at 8:00 a.m. CT via teleconference.

I declared that a Public Hearing, required under section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Obligations and the project to be financed, refinanced or constructed with the proceeds of the Obligations (the "Project").

I declared that the required notice of the Public Hearing for the Project was published in the BOERNE STAR, being a newspaper of general circulation in the City of Boerne, Texas, as evidenced by an Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. No member of the public joined the teleconference for the Public Hearing and thus no comments were made or discussed about the Project or the Obligations.

After sufficient time was given for all present to make their comments with respect to the Obligations and the Project, I declared the Public Hearing closed at 8:15 a.m.

Dated: October 13, 2025.



Abraham Benavides, Hearing Officer
New Hope Cultural Education Facilities
Finance Corporation

EXHIBIT A

AFFIDAVIT OF PUBLICATION

PUBLISHER'S AFFIDAVIT

State of Texas

County of **Kendall**

Before me, the undersigned authority, on this day personally appeared Marcy Branson who being duly sworn, deposes and says that he/she is the publisher/agent of the **Boerne Star**, that said newspaper is regularly published in **Kendall County**, Texas, and generally circulated in **Boerne**, Texas; and that the notice, a copy of which is hereto attached, was published in said newspaper on the following:

DAY(S): 10-5-2025



Publisher/Agent Signature

Sworn and subscribed before me on this the 6th day of October, 2025.

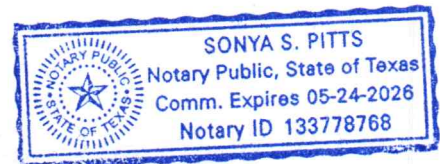
Sonya S. Pitts

Notary Public Signature

Sonya S. Pitts

Printed Name of Notary Public

My commission expires 5-24-2026. (Affix Notary Seal Above)



THE BOERNE STAR

CLASSIFIEDS

FULL TIME

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LEGALS

LEGALS

LEGALS

Caregivers Needed! Please call 830-331-8496 or apply online at 155.axiscare.com

NOW HIRING – Boerne Short Stop, 824 N. Main St, evening shift. TABC and Food Handler Certificate required.

GARAGE SALE

Three Family Yard/ Garage Sale on Saturday, October 11th from 9 to 2 at 8530 and 8534 Fairway Trail Drive in Fair Oaks.

Northwest Scenic Oaks Subdivision Garage Sale Saturday Oct 11th 8AM-1PM. Go IH10 West, take exit 548 Buckskin, take turnaround to East bound access road.

Garage Sale Saturday Oct 11th 8AM-4PM 4 miles out Hwy 46W, Double Diamond Ranch. Too many items to list. Rain or Shine.

Balcones Creek Community Wide Garage Sale. Neighborhood Garage Sale in Balcones Creek! Sat 10/11/25 from 8a-2p.

FOR SALE

FOR SALE: 55 gallon ink drums \$10, wood pallets \$5 and end rolls \$10. Call Granite Printing, 512-352-3687, or come by 2675 CR 374, Circleville, TX.

BUSINESS OPPORTUNITY

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

SERVICES

All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination.

We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

TO ALL OUR LOYAL CUSTOMERS AND SUBSCRIBERS

BOERNE STAR

215 West 2nd Street, Suite 200 • Boerne, TX 78006 • (830) 331-8496

CLERK OF THE COURT

Susan Jackson
201 East San Antonio Street, Suite 201
Boerne, Texas 78006

ATTORNEY FOR PLAINTIFF

Vivian N. Lopez
Miller, George & Suggs PLLC
6080 Tennyson Parkway, Suite 100
Plano, Texas 75024

THE STATE OF TEXAS

NOTICE TO DEFENDANT: “You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of forty-two (42) days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at texaslawhelp.org.”

TO THE UNKNOWN HEIRS OF SHELLEY CHRISTINE MCPHERSON, DECEASED

GREETING:

You are hereby commanded to appear by filing a written answer to the ORIGINAL PETITION FOR FORECLOSURE at or before 10:00 a.m. of the Monday next after the expiration of forty-two (42) days after the date of service of this citation before the Honorable 451st Judicial District Court of Kendall County, Texas at the Courthouse of said County in Boerne, Texas. Said Petition was filed 2nd day of July, 2025, in this cause numbered 25-370 on the docket of said court and styled,

FREEDOM MORTGAGE CORPORATION v. RAYMOND KISER GRANT, AMBER STARK, AND THE UNKNOWN HEIRS AT LAW OF SHELLEY CHRISTINE MCPHERSON, DECEASED

The nature of Plaintiff’s demand is fully shown by a true and correct copy of ORIGINAL PETITION FOR FORECLOSURE, accompanying this citation and made a part hereof.

The Officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Boerne, Texas, on this the 11th day of September, 2025.

SUSAN JACKSON, District Clerk
Kendall County, Texas



By *Abbey Moreno* Deputy
Abbey Moreno

NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing to be held by the New Hope Cultural Education Facilities Finance Corporation (the “Issuer”) on Monday, October 13, 2025, at 8:00 a.m. CT via teleconference, with respect to the issuance by the Issuer of its bonds or notes in one or more series (the “Obligations”) pursuant to a plan of financing in an aggregate principal amount not to exceed \$48,000,000, the proceeds of which will be loaned to Morningside Ministries, a Texas nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Borrower”), or an affiliated entity.

The proceeds of the Bonds will be loaned to the Borrower to finance and refinance the costs of acquisition, construction and renovation of retirement facilities known as Morningside at Menger Springs, located at 1100 Grand Boulevard, Boerne, Texas 78006 (the “Project”). The Project is owned and operated by the Borrower and/or affiliated entities.

All interested parties are invited to express their views with respect to the Project and the Obligations by attending the public hearing to be held via teleconference, by dialing the following toll-free number: 1-800-719-6100 (Access Code: 8503021#). Any interested persons unable to attend the hearing may submit their views in writing to the Issuer c/o Abraham “Abe” Benavides, McCall, Parkhurst & Horton L.L.P., 717 North Harwood, Suite 900, Dallas, Texas 75201, prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Obligations.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of STEVEN FITE, also known as Steven Anthony Fite and Steven A. Fite, Deceased, were issued on September 23, 2025, in Cause No. 25-069-PR, pending in the County Court of KENDALL County, Texas, to: Jana Fite

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

c/o: LASCA ARNOLD PENDLEY
Law Office of Lasca A. Arnold, PLLC
140 E. Bandera Rd.
Boerne, TX 78006

DATED the 29th day of September, 2025.

Lasca Arnold Pendley
LASCA ARNOLD PENDLEY
Attorney for Jana Fite
State Bar No.: 24097320
140 E. Bandera Rd., Boerne, TX 78006
Telephone: (210) 996-3163
E-mail: lasca@lascaarnold.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Robin Arthur Hawkins, Deceased, were issued on August 20, 2025, in Cause No. 25-095-PR pending in the County Court-at-Law of Kendall County, Texas, to: Eric Hawkins.

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

c/o: Richard R. Crow, Jr.
Attorney at Law
11610 Vance Jackson #518
San Antonio, TX 78230

DATED the 5th day of October, 2025

/S/ Richard R Crow, Jr.
Richard R. Crow, Jr.
Attorney for Eric Hawkins
State Bar No.: 24044736
11610 Vance Jackson #518
San Antonio, TX 78230
Telephone: (210) 288-0328
Email: rick@crowlawtexas.com

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UNITED STATES POSTAL SERVICE® (All Periodicals Publications Except Requester Publications)

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PO Box 1010
Taylor TX 76574

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Publisher (Name and complete mailing address)
Marcy Branson
PO Box 820 / 215 Water St, Unit A
Boerne TX 78006
Editor (Name and complete mailing address)
THOMAS EDWARDS
PO BOX 820
Boerne TX 78006
Managing Editor (Name and complete mailing address)
Jeff Flinn
PO BOX 820
Boerne TX 78006

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)
Full Name Complete Mailing Address
Henry D. & KatiAnn Philhower
PO Box 1010
Taylor TX 76574

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box
Full Name Complete Mailing Address
None

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
☐ Has Not Changed During Preceding 12 Months
☒ Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

PS Form 3526, July 2014 [Page 1 of 4 (see instructions page 4)] PSN: 7530-01-000-9901 PRIVACY NOTICE: See our privacy policy on www.usps.com.

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The Boerne Star

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weekly
a. Total Number of Copies (Net press run)
2488 2286
b. Paid Circulation (By Mail and Outside the Mail)
(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies) 98 95
(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies) 1627 1472
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(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®) 0 0
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4)) 2012 1899
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(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541 2 2
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e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4)) 8 7
f. Total Distribution (Sum of 15c and 15e) 2020 1897
g. Copies not Distributed (See Instructions to Publishers #4 (page #3)) 388 303
h. Total (Sum of 15f and g) 2408 2206
i. Percent Paid (15c divided by 15f times 100) 99.68 99.63
* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.

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16. Electronic Copy Circulation
Average No. Copies Each Issue During Preceding 12 Months No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies 271 261
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c. Total Print Distribution (Line 15f + Paid Electronic Copies (Line 16a)) 2291 2158
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 15c x 100) 99.65 99.68
☒ I certify that 69% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership
☒ If the publication is a general publication, publication of this statement is required. Will be printed in the 10/05/2025 issue of this publication. ☐ Publication not required.

18. Signature and Title of Editor, Publisher, Business Manager, or Owner
Sonya Pitts Date 9-26-25
I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

ADVERTISEMENT FOR BID

Sealed Bids for the construction for **Plant Avenue Parking Lot Improvements** will be received by the City of Boerne Engineering & Mobility Department, Attention: Victor Saenz, at 447 N Main Street, Boerne, Texas 78006, until 2:00 pm local time on October 16, 2025, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened. The Project consists of all labor, equipment and work to **demolish and construct a new 0.42-acre parking lot**. This project is subject to all required construction testing in accordance with the construction plans and City of Boerne specifications.

Bidding Documents may be viewed at City of Boerne City Hall (Issuing Office), at 447 N Main Street, Boerne, Texas 78006. Plans and specifications may be viewed or downloaded free of charge from <https://www.ci.boerne.tx.us/bids.aspx>, Project ID “**Plant Avenue Parking Lot Improvements**”. It is the bidder’s responsibility to determine that a complete set of documents, as defined in the Agreement are received. Neither Owner nor Engineer are responsible for full or partial sets of Bidding Documents, including Addenda, obtained from sources other than the Issuing Office or <https://www.ci.boerne.tx.us/bids.aspx>.

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

A virtual pre-bid conference will be held at 10:00 am local time on October 8, 2025 using Microsoft Teams. The login information for the pre-bid conference can be found on CivCast. Attendance at the pre-bid conference is highly encouraged but is not mandatory. All technical questions shall be submitted via <https://www.civcastusa.com>. The deadline for questions is 5:00 pm local time on October 9, 2025. Answers to all written questions received prior to the deadline will be posted to <https://www.civcastusa.com> on October 10, 2025.

BOERNE STAR.COM

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EXHIBIT B
FORM OF PROPOSED RESOLUTION

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINANCING BY THE NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF MORNINGSIDE MINISTRIES FOR A HEALTH FACILITY LOCATED WITHIN THE CITY OF BOERNE, TEXAS

WHEREAS, the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act"), authorizes and empowers New Hope Cultural Education Facilities Finance Corporation (the "Issuer") to issue revenue bonds on behalf of the Town of New Hope, Texas (the "Issuing Unit") to finance the costs of a health facility found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Morningside Ministries (the "Borrower"), a Texas nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), proposes to obtain financing from the Issuer from the proceeds of one or more series of the Issuer's bonds or notes, pursuant to a plan of financing, in a maximum principal amount not to exceed \$48,000,000 (the "Bonds") and will use a portion of the proceeds of the Bonds to finance and refinance the cost of a retirement facility known as Morningside at Menger Springs, located at 1100 Grand Boulevard, Boerne, Texas 78006 (the "Project"); and

WHEREAS, the Project is located within the City of Boerne, Texas (the "City") and outside the limits of the Issuing Unit; and

WHEREAS, pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") the Issuer has caused to be published a notice of public hearing (the "TEFRA Notice") with respect to the issuance of the Bonds and the financing of the Project, and held such a hearing after reasonable notice on October 13, 2025 (the "TEFRA Hearing"); and

WHEREAS, pursuant to the provisions of section 147(f) of the Code, the City Council of the City of Boerne, Texas, after the TEFRA Hearing, must approve issuance of the Bonds by the Issuer to enable the Bonds to qualify as tax-exempt obligations under the Code;

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

Section 1. The City Council, solely for purposes of section 147(f) of the Code, hereby approves the issuance of the Bonds and the Project; provided that the City shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. The foregoing approval is given in accordance with the provisions of section 147(f) of the Code and for no other purposes and is not to be construed as an undertaking by the City of Boerne, Texas. The Bonds shall not constitute a liability, indebtedness, or an obligation of the City of Boerne, Texas nor shall any of the assets of the City of Boerne, Texas be pledged to the payment of the Bonds.

Section 3. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the _____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	October 27, 2025
Requested Action	RECEIVE BIDS AND APPROVE RESOLUTION NO. 2025-R81; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDING THE CONTRACT FOR HIGH DENSITY MINERAL BOND PROJECT TO HOLBROOK ASPHALT FOR AN AMOUNT NOT TO EXCEED \$870,870.00; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT.
Contact Person	Jeffrey Carroll – Engineering & Mobility Director
Background Information	The City’s annual street maintenance and preservation program is a key component of maintaining safe and reliable transportation infrastructure. Historically, City crews have used chip seal as the primary pavement preservation treatment for local and collector streets. Chip seal remains a proven, cost-effective method for sealing cracks, improving skid resistance, and extending pavement life. As part of the City’s ongoing efforts to improve pavement management practices and extend the life cycle of its roadway network, staff began evaluating additional surface preservation technologies in 2021. Micro Seal (Slurry Seal) and HA5 (High-Density Mineral Bond) have since been introduced to complement chip seal operations by providing enhanced surface protection, improved appearance, and extended service life where appropriate. These additional surface treatments are tools in the City’s pavement preservation toolbox, allowing flexibility in selecting the most suitable treatment based on pavement condition, traffic volume, and roadway classification. This bid solicitation covers a twelve (12) month period with an option to renew for up to four (4) additional twelve (12) month periods, including defined language for future price adjustments. The contract also allows other governmental entities, via interlocal agreements, to purchase services from the successful bidder.

In accordance with Texas Local Government Code §252.021, competitive sealed bidding was required for this procurement exceeding \$100,000. The City issued a Request for Bids (RFB) for the materials and application of a high-density mineral bond surface treatment for use in City Street preservation projects. The solicitation was publicly advertised on October 1 and 8, 2025, in the Boerne Star and posted on both the City’s procurement portal and CivCast. Bid submissions were due October 16, 2025.

On October 16, 2025, sealed bids were publicly opened and read aloud at City Hall. One (1) bid was received, which was anticipated due to the limited number of qualified suppliers and applicators of this proprietary product within Texas.

The bid proposal was structured using theoretical project sizes in square yards (SY) to ensure consistent pricing across varying project scales. Bidders provided unit pricing under three volume-based brackets — Small (50,000–99,999 SY), Medium (100,000–199,999 SY), and Large (200,000+ SY) — allowing flexibility for projects of different sizes and promoting fair, scalable pricing.

Project Size	Area of Work	Bid Unit Price
Small	50,000 to 99,000 SY	\$4.35/SY
Medium	100,000 SY to 199,99 SY	\$4.29/SY
Large	200,000 SY or more	\$4.24/SY

At this time, no specific streets or locations have been selected for High-Density Mineral Bond application. Approval of this item authorizes the City Manager to execute a multi-year contract with the successful bidder, Holbrook Asphalt, enabling future street preservation projects to proceed efficiently with established unit pricing and known budget values. The Not to Exceed contract value listed in bid is based upon a theoretical large size project with a project area of 200,00 SY.

Staff recommend that the City Council accept the bid and authorize the City Manager to execute a contract with Holbrook Asphalt for street preservation purposes, subject to legal review and compliance with state procurement law.

To maintain Council oversight, the approval motion may be amended to require separate City Council approval for each future project task order to be performed under this contract once specific locations and scopes of work are determine

Strategic Alignment (Example: C2 – Customer Feedback, B1 – Data Driven Decision)	F2 – Investing in and maintaining high-quality infrastructure systems and public assets. B3 – Providing streamlined and efficient process.
Financial Considerations	Funding street preservation work is included in the Street Department annual budget. Actual project cost will depend on final quantities and project scope.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R81 Bid opening results Holbrook bid

RESOLUTION NO. 2025-R81

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS,
AWARDING THE CONTRACT FOR 2025 HIGH DENSITY MINERAL BOND
PROJECT TO _____ FOR AN AMOUNT NOT TO EXCEED \$_____; AND
AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE
RELATED CONTRACT**

WHEREAS, the City's annual street maintenance program includes pavement preservation using High-Density Mineral Bond (HA5) treatments to extend roadway life and improve surface quality; and

WHEREAS, in accordance with Texas Local Government Code §252.021, the City issued a competitive sealed Request for Bids for the 2025 High-Density Mineral Bond Project; and

WHEREAS, City staff reviewed the bid submission and recommends awarding the contract to the most qualified bidder, subject to legal review and budget availability; and

WHEREAS, the City Council finds it necessary to award the contract and authorize the City Manager to manage and execute the related documents;

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

SECTION 1. The above recitals are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. The City Council hereby awards the contract for the Fiscal Year 2025 High-Density Mineral Bond Project to _____ for an amount not to exceed \$_____.

SECTION 3. The City Manager is hereby authorized to manage and execute the related contract.

PASSED, APPROVED and ADOPTED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

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 Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the Bidding Documents.

1.03 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 10 days after the date of Owner's Notice of Award.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<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 individual or entity 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 individual or entity 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):

BASE BID: HIGH DENSITY MINERAL BOND

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, NOT TO EXCEED 5% OF TOTAL BID	LS	1	\$ <u>10,000</u>	\$ <u>10,000</u>
2	Bonds (to be calculated as a percentage of the total bid)	% of total	1	% <u>1.5</u>	% <u>1.5</u>
3A	Basic Surface Prep & Installation of High Density Mineral Bond* 50,000 SY to 99,999 SY	SY	50,000	\$ <u>4.35</u>	\$ <u>217,500</u>
3B	Basic Surface Prep & Installation of High Density Mineral Bond* 100,000 SY to 199,999 SY	SY	100,000	\$ <u>4.29</u>	\$ <u>429,000</u>
3C	Basic Surface Prep & Installation of High Density Mineral Bond* 200,000 SY or more SY	SY	200,000	\$ <u>4.24</u>	\$ <u>848,000</u>
Calculation: ((Item No. + Item No.) x Item No.) + (Item No. + Item No.) Total of All Unit Price Base Bid Items: ((#1 + #3A) x #2) + (#1 + #3a) Total of All Unit Price Base Bid Items: ((#1 + #3B) x #2) + (#1 + #3b) Total of All Unit Price Base Bid Items: ((#1 + #3C) x #2) + (#1 + #3c)					\$ <u>230,912.50</u> \$ <u>445,585.00</u> \$ <u>870,870.00</u>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

*Details Specific to High Density Mineral Bond installation:

Basic traffic control for full road closures is **to be included** for low-volume residential streets at the installation price. More robust traffic control that includes items such as message boards or flaggers is not anticipated to be included. One residential notification flyer describing the project and closure details must be provided to each resident or business prior to the project's starting date and is **to be included** in the installation price. Renotification of residents or businesses is **to be included** when an area must be rescheduled due to weather or other conditions that might arise outside of the control of the Bidder.

The following are not intended to be included with the installation price and would be contracted on a separate line item as needed with the High Density Mineral Bond contractor or another contractor: level-up asphalt repairs, crack sealing, tree trimming, installation of pavement markings, residential shuttle services, "No parking" signs, aggressive street cleaning due to embedded or excessive debris, washout pit preparation services, disposal services, engineered traffic control plans, beyond basic traffic control signage, resident notification (other than the one required notice prior to

the project), contractor administered website or project communication, or TxDOT permits.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project;
 - F. Contractor's License Number; and
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the Work, as specified in the Instructions to Bidders, the Bidder will forfeit the bid surety, as provided in the Contract Documents.
- 9.02 The undersigned proposes, if awarded the contract, to begin Work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the Work as stipulated in the Agreement.

BIDDER:

Holbrook Asphalt, LLC

By:

[Signature]



[Printed name]

Mark Beatty

(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]

Chris Rasmussen

Title:

Contracts Manager

Submittal Date:

October 16, 2025

Address for giving notices:

1545 E Commerce Dr

St. George, UT 84790

Telephone Number:

435-652-4427

Contact Name and e-mail address:

Kent Nobis

kent@preserveasphalt.com

Bidder's License No.:

SOS #802686108

BID BOND

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

BIDDER (Name and Address):

Holbrook Asphalt, LLC
1545 E Commerce Drive
Saint George, UT 84790

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

United Fire & Casualty Company
118 2nd Ave SE PO Box 73909
Cedar Rapids, IA 52407

OWNER (Name and Address):

City of Boerne
447 N Main Street
Boerne, TX 78006

BID

Bid Due Date: 10/16/2025

Description (Project Name— Include Location): 2025 High Density Mineral Bond Project

BOND

Bond Number:

Date: 10/8/2025

Penal sum Five Percent

\$ 5%

(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**

Bidder's Name and Corporate Seal

By:

Signature

MARK BEATTY

Print Name

SR VICE PRESIDENT

Title

Attest:

Signature

CONTRACTS MANAGER

Title

(Seal)

United Fire & Casualty Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Brittany Davis

Print Name

Account Manager

Title

Attest:

Signature Shauna Hafen

Office Manager

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Holbrook Asphalt LLC
St George, UT United States

Certificate Number:
2025-1374220

Date Filed:
10/08/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Boerne

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025HDMB
Asphalt preservation treatment to city streets

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is MARK BEATTY, and my date of birth is 4/16/1969.

My address is 2239 So. 1340 W, ST GEORGE, UT, 84770, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WASHINGTON County, State of Ut, on the 14th day of Oct, 2025.
(month) (year)

Mark Beatty
Signature of authorized agent of contracting business entity
(Declarant)

BID OPENING RESULTS



Project: City of Boerne 2025 High Density Mineral Bond Project
Bid Opening Date: October 16, 2025
Time: 3:00 PM

Company Name	Bid Amount	Bid Bond Included (Y/N)	Qualifications Included (Y/N)
Holbrook Asphalt, LLC	Total of All Unit Price Base Bid Items: ((#1 + #3A) x #2)) + (#1 + #3a) \$ 230,912.50	Y	Y
	Total of All Unit Price Base Bid Items: ((#1 + #3B) x #2)) + (#1 + #3b) \$ 445,585.00		
	Total of All Unit Price Base Bid Items: ((#1 + #3C) x #2)) + (#1 + #3c) \$ 870,870.00		
	Base:		
	Base:		
	Base:		
	Base:		
	Base:		
	Base:		
	Base:		
	Base:		

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



AGENDA ITEM SUMMARY

Agenda Date	October 27, 2025
Requested Action	RECEIVE PROPOSALS AND APPROVE RESOLUTION NO. 2025-R82; A RESOLUTION AWARDDING THE CITY'S DEPOSITORY BANKING SERVICES TO FROST BANK AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND MANAGE THE RELATED AGREEMENT.
Contact Person	Sarah Buckelew, Finance Director
Background Information	The City's current contract for depository banking services with Frost Bank was executed in 2020 and expires in 2025. The Local Government Code requires municipalities to issue an RFP for these services, which was conducted, and requires formal action by City Council to accept depository agreements. Contracts for depository banking services cannot extend past 5 years. The City issued an RFP for depository banking services on July 16, 2025. The bids were opened on August 11, 2025. Two bids were received, one from Frost Bank, and the second from Texas Regional Bank. With an average evaluation score of 9.24 out of a possible score of 10, staff proposes that the contract be awarded to Frost Bank.
Strategic Alignment	Fiscal Excellence, B1
Financial Considerations	Not applicable
Citizen Input/Board Review	Not applicable
Legal Review	The proposed contract with Frost bank has been reviewed by the legal team.
Alternative Options	Refer to attached evaluation package
Supporting Documents	Resolution No. 2025-R82 RFP Evaluation Package: Tabulation and receipt log

RESOLUTION NO. 2025-R82

A RESOLUTION AWARDING THE CITY'S DEPOSITORY BANKING SERVICES TO _____, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND MANAGE THE RELATED AGREEMENT

WHEREAS, the City of Boerne finds it necessary authorize the award of a bid for Depository Banking Services and to enter into an agreement for City Depository Banking Services;

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

that the City Council hereby awards the City's Depository Banking Services to _____ and authorizes the City Manager to execute and manage the related agreement.

PASSED and APPROVED on this the ____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary

RFP TABULATION

" RFP-0825-01 Banking Service"

Date/Time bid closing.: 2:00 P.M. (CST), Monday August 11, 2025

<u>Submitter</u>	<u>DATE RECEIVED</u>	
Texas Regional Bank	8/8/25	Hand delivered sealed box
FROST BANK	8/11/2025 11:38PM	Hand delivered sealed box

Tabulation		
	Frost Bank	Texas Regional Bank
Participant 1	9.63	7.78
Participant 2	8.85	5.95
Average Score	9.24	6.87
Awarded Contract		

Participant #1 Evaluation

Criterion	Weight	Frost Score	Frost Weighted	TRB Score	TRB Weighted	Rationale - Frost	Rationale - TRB
Completeness of response	10%	9	0.9	8	0.8	Fully addressed all RFP sections with clear, organized responses; minor reliance on existing familiarity.	Addressed all required areas but some generic content.
Ability to meet service requirements	25%	10	2.5	8	2	Proven track record as City's long-term partner; meets all requirements seamlessly.	Meets requirements but infrastructure with City is untested.
Overall cost	10%	8	0.8	9	0.9	Competitive but not lowest; minimal transition cost.	Lower fees in several categories; possible savings.
Quality of customer services	25%	10	2.5	7	1.75	Strong local presence, rapid response history, award-winning service.	Regional presence but less integrated with City operations.
Experience and governmental knowledge	10%	10	1	7	0.7	Extensive municipal experience, deep regulatory knowledge.	Has public sector clients but fewer at Boerne's scale.
Financial strength	10%	10	1	8	0.8	One of Texas's strongest banks; high capital ratios.	Well-capitalized but smaller and less diversified.
Capacity for electronic banking services	5%	9	0.45	8	0.4	Mature, secure platform with positive City user experience.	Meets requirements; some features may require setup.
Collateral for deposits	3%	10	0.3	9	0.27	Existing arrangements exceed statutory requirements.	Compliant but not yet tested with City.
Securities clearance & safekeeping	2%	9	0.18	8	0.16	Proven processes for safekeeping and pledged securities.	Meets requirements without City-specific history.
TOTAL	100%		9.63		7.78	Weighted total score based on criteria.	Weighted total score based on criteria.

Participant #2 Evaluation

Criteria	Weight	Frost Score	Narrative Summary	TRB Score	Narrative Summary	Frost Weighted	TRB Weighted
Did the bank respond completely?	0	n/a	yes	n/a	yes	n/a	n/a
Ability to Meet Service Requirements	30%	10	Fully meets all mandatory services; proven treasury platform; long-standing track record with City; physical branch presence.	7	Meets most services on paper; no physical branch yet, impacting cash deposits, in-person transactions, and continuity.	3	2.1
Cost of Services	10%	8	Competitive ECR/fees; waived analysis fees 2 months + 15% discount; minimal transition cost. The two banks are essentially equivalent because the minimum deposit requirements would be met, leading to zero fees for both, however implementation start up for the City's staff would be large.	8	Pricing competitive; \$15k/year supply allowance; but transition costs (staff time, system changes) high and not offset by bid. The two banks are essentially equivalent in terms of fee because the minimum deposit requirements would be met, leading to zero fees for both, however implementation start up for the City's staff would be large.	0.8	0.8
Banking Convenience / Availability	25%	9	Branch in Boerne; extended service hours; 24/7 live customer service.	5	No local branch until future date; remote service only initially; possible delays for cash handling.	2.25	1.25
Experience with Public Sector Clients	10%	8	150+ years in Texas banking; extensive public entity experience; strong municipal references.	7	15 years in operation; less public sector track record; limited municipal references.	0.8	0.7
Implementation Plan & Support	10%	10	No implementation disruption; current systems and integrations remain in place; immediate continuity.	3	Full system migration required; higher risk of transition issues; new staff training needed.	1	0.3
Financial Strength & Stability	10%	10	Well-capitalized; strong credit ratings; history of stability through economic downturns.	8	Satisfactory ratings; financially sound but smaller institution.	1	0.8
TOTAL	100%					8.85	5.95



AGENDA ITEM SUMMARY

Agenda Date	October 27, 2025
Requested Action	ANNUAL UPDATE ON SHORT-TERM RENTAL PROGRAM.
Contact Person	Nathan Crane, AICP, Planning Director
Background Information	BACKGROUND: As part of Ordinance No. 2023-09 adopted by Council to regulate the City's Short-Term Rentals, staff are tasked with providing an annual update of the program. Since ordinance adoption, staff have diligently worked to advance the City's registration process and coordinate with Granicus to complete the online rental software and hotel occupancy tax portal build out. This presentation will detail progress during this past year, including launch of the Granicus software and current STR statistics. MOTIONS FOR CONSIDERATION: A motion is not needed. This item is being presented for discussion only.
Strategic Alignment	C3 – Collaborating with community partners to enhance quality of life B1 – Utilizing data to drive smart decision making B3 – Providing streamlined and efficient review process
Financial Considerations	N/A
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	None

RESOLUTION NO. 2025-R83

A RESOLUTION AMENDING THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BOERNE AND BUC-EE'S, LTD

WHEREAS, the City of Boerne and Buc-ee's, Ltd. entered into an Economic Development Agreement to promote economic growth and development within the City; and

WHEREAS, the City Council finds it necessary and appropriate to amend said Agreement to reflect updated terms and conditions beneficial to both parties;

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

that the City Council hereby approves the amendment to the Economic Development Agreement between the City of Boerne and Buc-ee's, Ltd., and authorizes the City Manager to execute and manage the amended agreement.

PASSED and APPROVED on this the ___ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

City Secretary