

AGENDA
REGULAR CITY COUNCIL MEETING
RONALD C. BOWMAN CITY COUNCIL CHAMBERS
447 North Main Street
Boerne, TX 78006
APRIL 22, 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. [2025-179](#) CONSIDER THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF APRIL 8, 2025.

Attachments: [Minutes.25.0408](#)

REGULAR AGENDA:

5. RESOLUTIONS:

- A. [2025-177](#) RECEIVE BIDS AND CONSIDER RESOLUTION 2025-R26; A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AWARDED THE CONTRACT FOR CITY OF BOERNE MOWING FY 2025 TO _____ FOR AN AMOUNT NOT TO EXCEED \$____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT WITH A NOT TO EXCEED TOTAL CONSTRUCTION COST OF \$_____.

Attachments: [20250422-AIS-FY 2025 Mowing Resolution No. 2025-R26](#)
[Bid Opening Results](#)
[City of Boerne Mowing Agreement renewal option](#)
[Scope of Services and Exhibit](#)

6. CITY MANAGER'S REPORT:

- A. [2025-127](#) WATER CONSERVATION UPDATE.
- B. [2025-095](#) UPDATE ON THE 89th LEGISLATIVE SESSION.
- C. [2025-014](#) MONTHLY PROJECTS REPORT.

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

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

- A. [2025-178](#) SECTION 551.071 - CONSULTATION WITH CITY ATTORNEY; CONDEMNATION.

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

10. ADJOURNMENT

CERTIFICATION

**I hereby certify that the above notice of meeting was posted on the 17 day of
April, 2025 at 12:00 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

**APRIL 8, 2025 – 6:00 PM or immediately following Boerne Public Facility
Corporation Meeting**

Minutes of the Regular Called City Council Meeting of April 8, 2025.

Present: **6 -** Mayor Frank Ritchie, Mayor Pro Tem Ty Wolosin, Council Member Sharon D. Wright, Council Member Quinten Scott, Council Member Bret A. Bunker, and Council Member Joseph Macaluso

Staff Present: Ben Thatcher, Sarah Buckelew, Jeff Carroll, Lori Carroll, Nathan Crane, Steve Perez, Mike Raute, Kristy Stark, Chastity Valdes, and Danny Zincke.

Registered/Recognized Guests: Joe Bateman, Judi Cheek, Robert, Dawniele Metsker-Galarza

1. CALL TO ORDER

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

Mayor Ritchie called on Reverend Kim Burke from the First United Methodist Church to provide the Invocation.

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

Mayor Ritchie introduced Maria Garcia, Associate Attorney in Mick McKamie's absence.

2. CONFLICTS OF INTEREST

No conflicts were declared.

3. PUBLIC COMMENTS:

No comments were received.

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

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Wright, Council Member Scott, Council Member Bunker, and Council Member Macaluso

A. CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR CALLED CITY COUNCIL MEETING OF MARCH 25, 2025.

THE MINUTES WERE APPROVED.

B. CONSIDER RESOLUTION NO. 2025-R22; A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR THE ALAMO AREA METROPOLITAN PLANNING ORGANIZATION'S SURFACE TRANSPORTATION BLOCK GRANT AND TRANSPORTATION ALTERNATIVES CALL FOR PROJECTS FOR THE FY 2027-2030 TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

THE RESOLUTION WAS APPROVED.

REGULAR AGENDA:

5. RESOLUTIONS:

A. CONSIDER RESOLUTION NO. 2025-R23; A RESOLUTION ADOPTING

REVISIONS TO THE FINANCIAL MANAGEMENT POLICY TO ALIGN WITH BEST PRACTICES, REGULATORY REQUIREMENTS, AND NEWLY ADOPTED PROCUREMENT POLICIES.

Mayor Ritchie called on Sarah Buckelew, Finance Director. Director Buckelew reminded the Council of the previous meeting's discussion regarding procurement and purchase card policies. She noted that the Financial Management Policy serves as the primary policy under which other financial policies are maintained. The next policy scheduled for review is the ERCOT Risk Management Policy, which is a limited-use policy. Director Buckelew clarified that the City only receives revenue from ERCOT if it is actively participating.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER WRIGHT, TO APPROVE RESOLUTION NO. 2025-R23; A RESOLUTION ADOPTING REVISIONS TO THE FINANCIAL MANAGEMENT POLICY TO ALIGN WITH BEST PRACTICES, REGULATORY REQUIREMENTS, AND NEWLY ADOPTED PROCUREMENT POLICIES. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Wright, Council Member Scott, Council Member Bunker, and Council Member Macaluso

B. CONSIDER RESOLUTION NO. 2025-R24; A RESOLUTION TO CREATE FIVE (5) NEW CITY FUNDS: DISPATCH FUND, UTILITY VEHICLE REPLACEMENT FUND, GOVERNMENT VEHICLE REPLACEMENT FUND, UTILITY EQUIPMENT REPLACEMENT FUND AND GOVERNMENT EQUIPMENT REPLACEMENT FUND.

Director Buckelew continued the discussion by proposing the addition of special revenue fund accounts that will assist the city in better tracking dedicated revenues, plan for future costs, and manage financial resources more efficiently. A separate Dispatch fund would increase transparency. This fund is supported jointly by Fair Oaks Ranch, Kendall County, and the City of Boerne. The Vehicle and Equipment Replacement Funds support the proactive management of the City's fleet and equipment by ensuring timely replacements, reducing maintenance costs, and improving financial planning. During the discussion, it was noted that while these expenditures have historically appeared as separate line items in the budget, they have not been organized as distinct funds.

A MOTION WAS MADE BY COUNCIL MEMBER BUNKER, SECONDED BY COUNCIL MEMBER SCOTT, TO APPROVE RESOLUTION NO. 2025-R24; A RESOLUTION TO CREATE FIVE (5) NEW CITY FUNDS: DISPATCH FUND, UTILITY VEHICLE REPLACEMENT FUND, GOVERNMENT VEHICLE REPLACEMENT FUND, UTILITY EQUIPMENT REPLACEMENT FUND AND GOVERNMENT EQUIPMENT REPLACEMENT FUND. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Wright, Council Member Scott, Council Member Bunker, and Council Member Macaluso

C. CONSIDER RESOLUTION NO. 2025-R25; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND KIMLEY-HORN AND ASSOCIATES, INC., FOR CONSULTING SERVICES FOR THE SAFE STREETS FOR ALL (SS4A) GRANT PROJECT FOR AN AMOUNT NOT TO EXCEED \$300,000.

Mayor Ritchie called on Jeff Carroll, Engineering and Mobility Director, who provided a summary of the Safe Streets and Roads for All (SS4A) program. He reviewed the City's initial planning phase under SS4A and explained that the City subsequently applied for and was awarded a planning grant. The grant will cover 80% of the associated project costs. Mr. Carroll outlined the key tasks to be completed under the grant and shared that a Request for Qualifications (RFQ) was issued. The City received three submittals, and a selection committee chose Kimley-Horn, a firm with extensive experience working with the City. A discussion followed regarding general concerns with grant-funded projects and the risk of delayed or unreimbursed expenses. Mr. Carroll clarified that the contract for this project has been signed with the Safe Streets program, ensuring alignment with the grant requirements.

A MOTION WAS MADE BY MAYOR PRO TEM WOLOSIN, SECONDED BY COUNCIL MEMBER BUNKER, TO APPROVE RESOLUTION NO. 2025-R25; A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE AN AGREEMENT BETWEEN THE CITY OF BOERNE AND KIMLEY-HORN AND ASSOCIATES, INC., FOR CONSULTING SERVICES FOR THE SAFE STREETS FOR ALL (SS4A) GRANT PROJECT FOR AN AMOUNT NOT TO EXCEED \$300,000. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Yeah: 5 - Mayor Pro Tem Wolosin, Council Member Wright, Council Member Scott, Council Member Bunker, and Council Member Macaluso

6. CITY MANAGER'S REPORT:

A. BOERNE LISTENS - A COMMUNITY SURVEY FOLLOW-UP ON GROWTH AND DEVELOPMENT.

Mayor Ritchie called on City Manager Ben Thatcher to speak. Mr. Thatcher referenced the 2024 Community Survey, which focused on Growth and Development. As part of the discussion, each Council Member read a comment from their constituents that had been submitted through the survey. Planning Director Nathan Crane then addressed each of the comments, providing clarification and context. He emphasized that moratoriums do not apply to properties that have already received development approvals. Director Crane also explained that the City of Boerne currently has the utility capacity to accommodate additional growth. As noted in previous presentations, including those by Director Mike Mann on water resources, the City does not meet the criteria necessary to implement a moratorium at this time. Director Crane shared insights into the City's "growth management toolbox," which outlines strategies to guide and improve the quality of growth. These efforts have included public engagement through roundtables, online surveys, and outreach to developers and builders to better understand challenges and offer support. He also highlighted several ongoing process improvements within the Planning and Development Department, including: Streamlining the permitting process, with enhanced support for homeowners pursuing remodeling projects; Implementing a Project Manager role to ensure continuity throughout permitting and development; Refining documents and FAQs to simplify and clarify key information; Enhancing the City's website and updating Planning

and Development pages; Expanding the use of the Chatbot, which continues to be a helpful tool for residents and developers; Integrating MyGovernmentOnline with the Chatbot to improve access to documents and information uploads. Director Crane also provided an update on active single-family residential, multi-family residential, and commercial projects currently underway.

City Manager Thatcher expressed his appreciation for Director Crane's leadership and accomplishments over the past year. He also noted that updates to the development code may be necessary in response to potential upcoming legislation.

Mayor Ritchie concluded the discussion by observing a decline in constituent complaints, which he credited to the City's continued efforts to listen to residents and act in the best interests of the community.

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

Mayor Pro Tem Wolosin stated that he used his connections through the Alamo Area MPO, specifically the Transportation Policy Board, which includes a mix of elected and non-elected officials to start reaching out to some of his colleagues across the region. He had good one-on-one conversations around how we can be better partners. He said everyone he spoke with was really receptive. He would like to set up recurring meetings where regional officials can meeting and have an open conversation. San Antonio is a city of two million people, and their decisions impact us. We're a commuter community with residents driving into San Antonio for work every day. At the same time, folks from San Antonio are coming out here to spend money and enjoy the Hill Country on the weekends. That relationship is important, it's ongoing, and it's worth investing in.

He also addressed a rumor from last month suggesting that City Council members aren't receiving information from staff. He emphasized that while council meetings may appear more efficient with less debate, that doesn't mean council members aren't doing their due diligence. He said that council is informed, they ask questions, and they take our roles seriously.

Council Member Macaluso added that he has received comments about the frequency of 5-0 votes, with some residents questioning whether the council is simply “rubber stamping” decisions. He stated that we do our homework, we communicate well with staff, and we follow the law.

Council Member Wright stated there are times where there may not be enough information provided and items can be pulled from the agenda until more information is available. The city has an outstanding staff that prepares the council members with the information needed.

8. ADJOURNMENT

Mayor Ritchie adjourned the City Council Meeting at 7:05 p.m.

Approved:

Mayor

Attest:

City Secretary



AGENDA ITEM SUMMARY

Agenda Date	April 22, 2025
Requested Action	RECEIVE BIDS AND APPROVE RESOLUTION NO. 2025-R26; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, AWARDING THE CONTRACT FOR CITY OF BOERNE MOWING FY 2025 TO BRIGHTVIEW LANDSCAPE SERVICES FOR AN AMOUNT NOT TO EXCEED \$98,696; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT WITH A NOT TO EXCEED TOTAL CONSTRUCTION COST OF \$113,501.
Contact Person	Jeffrey Carroll – Engineering & Mobility Director
Background Information	<p>In previous years, the City’s Street Department was responsible for mowing city rights-of-way, open spaces, and drainage areas. To improve efficiency, the City introduced a seasonal mowing contract in Fiscal Year 2023. This change has been successful, allowing Street Department crews to focus more on road and sidewalk repairs.</p> <p>In the Fiscal Year 2025 approved budget, the City expanded the mowing contract funds to include more areas, such as additional rights-of-way and parks, with scheduled monthly mowing. The contract also includes an option to extend for two more years, with a 3% annual increase in unit costs.</p> <p>Because the total cost of the contract exceeds \$50,000, state law requires a competitive bidding process. The City advertised the project on March 30 and April 6. On April 15, we received four bids ranging from \$98,010.75 to \$222,400.</p> <p>One bid, submitted by Green World Care, appeared to be the lowest at first. However, after correcting mathematical errors in the bid, it was no longer the lowest. The lowest valid bid came from BrightView Landscape Services.</p>

	<p>The project was originally budgeted for \$192,897. To make the most of these funds, staff recommends slightly expanding the scope of work. We propose increasing the contract amount by up to 15%, which equals \$113,500.20, to include more mowings or additional areas not originally covered.</p> <p>Under Texas law, the City is allowed to increase the scope of work by up to 25% without needing to rebid the project. Staff plans to negotiate a scope increase of 10% and reserve 5% as a contingency for any unexpected needs.</p> <p>After reviewing references and the bid documents, City staff recommends awarding the mowing contract to BrightView Landscape Services in the amount of \$113,500.20.</p>
Strategic Alignment (Example: C2 – Customer Feedback, B1 – Data Driven Decision)	F2 – Investing in and maintaining high-quality infrastructure systems and public assets.
Financial Considerations	Contractor performing mowing is more cost advantageous than City efforts and allows Street and Parks staff to work on other priority projects.
Citizen Input/Board Review	N/A
Legal Review	N/A
Alternative Options	N/A
Supporting Documents	Resolution No. 2025-R26 Bid Tabulation Summary Mowing Agreement Mowing Exhibit and Scope of Services

RESOLUTION NO. 2025-R26

A RESOLUTION OF THE CITY OF BOERNE, TEXAS, AWARDING THE CONTRACT FOR CITY OF BOERNE MOWING FY 2025 TO _____; FOR AN AMOUNT NOT TO EXCEED \$____; AND AUTHORIZING THE CITY MANAGER TO MANAGE AND EXECUTE THE RELATED CONTRACT WITH A NOT TO EXCEED TOTAL CONSTRUCTION COST OF \$_____

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

WHEREAS, the Fiscal Year 2025 budget expanded the mowing program to cover more areas, including additional rights-of-way and parks; and

WHEREAS, the project was advertised for bids on March 30 and April 6, 2025, and four bids were received on April 15, 2025; and

WHEREAS, after reviewing and correcting the submitted bids, _____ was determined to be the lowest responsible bidder; and

WHEREAS, the contract amount of \$_____ includes a 10% increase in mowing scope and a 5% contingency, all within the originally approved budget;

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

SECTION 1. The City Council hereby awards the contract for City of Boerne Mowing FY 2025 to _____ for an amount not to exceed \$_____.

SECTION 2: The City Manager is hereby authorized to manage and execute the related contract, with a not to exceed total construction cost of \$_____.

SECTION 3. The City Manager is hereby authorized to manage and execute the related contract and documents thereto on behalf of the City of Boerne, Texas.

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

APPROVED:

Mayor

ATTEST:

City Secretary

BID OPENING RESULTS

Project: City of Boerne FY2025 Mowing
 Bid Opening Date: April 15, 2025
 Time: 2:00 PM

Company Name	Bid Amount		Bid Bond Included (Y/N)	Qualifications Included (Y/N)
Brightview Landscape	Base Bid	98,010.75	Y	Y
	Base Bid + Alt 1	98,495.83		
Crabtree Landscaping	Base Bid	222,400.00	Y	Y
	Base Bid + Alt 1	224,180.00		
Green world Care	Base Bid	14,368.94	Y	Y
	Base Bid + Alt 1	14,881.27		
Yellowstone Landscaping	Base Bid	149,193.00	Y	Y
	Base Bid + Alt 1	2,964.00		
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			
	Base Bid			
	Base Bid + Alt 1			

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

CITY OF BOERNE SERVICES AGREEMENT

This Agreement for **City of Boerne Mowing FY2025** (this "Agreement") is made and entered into by and between the City of Boerne Texas, a home-rule Texas Municipal Corporation ("the City") and _____ ("Contractor"), a business located at _____ (collectively, "the Parties").

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as Attachment A ("the Services"):

Mowing and weed eating of rights-of-way, drainage easements, channels, detention ponds, and open spaces per Attachment "A". Services include removal of trash prior to mowing.

2. Commencement and Completion of Services. Contractor shall begin Services no sooner than the date of a Notice to Proceed issued by the City of Boerne and accompanied by a fully executed copy of this Agreement. Contractor shall complete the Services by the following date unless such date is otherwise extended pursuant to the terms of this Agreement: **September 30, 2025.**

3. Term. This Agreement shall be for a term beginning on the Effective Date entered below and ending on the date all Services are complete, compensation has been fully paid, the warranty period has expired, and any warranty work required under the contract has been completed and accepted by the city. **The City reserves the right to extend the contract annually for a maximum of two (2) additional one-year (1) periods (October 1, 2025 - September 30, 2026 and October 1, 2026 - September 30, 2027), subject to subsequently appropriated funds and if agreed upon by both parties. Each contract renewal will allow up to a 3% increase on unit bid prices.**

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and

incorporated herein as Attachment “B”, provided that the total amount for services under this Agreement shall not exceed _____ Dollars (\$_____). The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. The volumes identified herein are estimated quantities. The City does not guarantee any specific amount of work and shall not be held responsible for any deviation from the volumes. The City reserves the right to increase and/or decrease quantities during the term of the Agreement.

5. Warranty and Degree of Care. Contractor warrants the materials used shall be free of defect or failure for a period of at least one year from the date of completion of the Services and that all Services provide by Contractor shall be performed in a good and workmanlike manner in accordance with the specifications of this Agreement and in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent contractors in Texas applicable to the type of Services contemplated hereunder. In the event any defect is discovered or develops in materials provided by Contractor or work performed by Contractor within one year after completion of the Services, Contractor will repair or replace any such materials or work so that it is not defective and meets the requirements of this Agreement.

6. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

7. Bid Security. A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraph 8.

8. Bonds. Contractor shall furnish a performance bond (for contract amounts greater than \$100,000) and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

9. Insurance. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City (Attachment “C”). Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

10. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

12. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

13. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing

employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

14. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Kendall County, Texas.

16. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code, or ordinances of the City of Boerne, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

17. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Boerne
Attention: Victor Saenz, Assistant City Engineer
447 N. Main St. Boerne, TX 78006

With courtesy email copy to: vsaenz@boerne-tx.gov
And with a copy to: City Manager, City of Boerne
447 N. Main St., Boerne, TX 78006

In case of Contractor, to:

With courtesy copy email to: _____

18. Entire Agreement. This Agreement including its exhibits and attachments contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

19. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

20. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the ____ day of _____, 2025 (“the Effective Date”).

CONTRACTOR:

Company: _____

By: _____

Name: _____

Title: _____

CITY OF BOERNE

By: _____

Name: Ben Thatcher

Title: City Manager

ATTEST:

CITY SECRETARY

ATTACHMENT LIST:

ATTACHMENT “A” – SCOPE OF SERVICES & EXHIBIT

ATTACHMENT “B” – BID FORM

ATTACHMENT “C” – INSURANCE REQUIREMENTS

ATTACHMENT “D” – BID BOND

ATTACHMENT “E” – PERFORMANCE BOND

ATTACHMENT “F” – PAYMENT BOND

SEASONAL MOWING

Map ID	Category	Description	Qty	Unit	Freq	MAY	JUNE	JULY	AUG	SEPT
1	ROW	N Main St - N School St to IH 10 frontage	1.44	miles	8	2	2	2	1	1
2	ROW	Shooting Club Rd - Chaparral Hill Dr to City Limits Line	0.33	miles	2		1		1	
3	ROW	N School St - W Frederick St to 936 N School St	0.44	miles	3	1	1		1	
4	ROW	Adler St - N Main St to N Plant Ave	0.75	miles	2		1		1	
5	ROW	Adler St - N Plant Ave to N Esser Rd	0.64	miles	2		1		1	
6	ROW	Topperwein Rd - Adler St to Northside Community Park boundary	0.25	miles	2		1		1	
8	ROW	Garden St - All of Garden St	0.21	miles	2		1		1	
14	ROW	N Esser Rd - E Blanco Rd to Adler St	0.51	miles	2		1		1	
19	ROW	E Blanco Rd - Ivy Ln to Esser Rd	0.17	miles	2		1		1	
20	ROW	Bentwood Dr - Esser Rd to 163 Bentwood Dr	0.41	miles	2		1		1	
23	ROW	N School St - Johns Rd to Schleicher St	0.12	miles	3	1	1		1	
24	ROW	Johns Rd - IH 10 Frontage Rd to School St	0.81	miles	2		1		1	
30	ROW	Rosewood Ave - Main St to Esser Rd	0.65	miles	2		1		1	
32	ROW	S Esser Rd - Rosewood Ave to E Blanco Rd	0.26	miles	2		1		1	
34	ROW	S Esser Rd - River Rd to Rosewood Ave	0.45	miles	2		1		1	
38	ROW	W San Antonio Ave - School St to 801 W San Antonio Ave	0.34	miles	2		1		1	
39	ROW	S School St - IH 10 Frontage Rd to Cibolo Dr	0.80	miles	3	1	1		1	
41	ROW	S Plant Ave - River Rd to Short St	0.10	miles	2		1		1	
42	ROW	River Rd - W of Herff/River intersection	0.55	miles	8	2	2	2	1	1
45	ROW	River Rd - E of Herff/River intersection	1.50	miles	8	2	2	2	1	1
46	ROW	City Park Rd - All of City Park Rd	0.44	miles	2		1		1	
47	ROW	Charger Blvd - All of Charger Blvd	0.33	miles	2		1		1	
50*	ROW	Herff Rd - From Old San Antonio Rd to River Rd (incl median)	0.86	miles	8	2	2	2	1	1
51	ROW	Legacy Oak and Oak Park Dr - Entirety of both	0.37	miles	2		1		1	
52	ROW	Frey St - Herff Rd to E Bandera Rd	0.27	miles	2		1		1	
54*	ROW	Herff Rd - Main St to Old San Antonio Rd (incl median)	0.45	miles	8	2	2	2	1	1
55	ROW	Herff Rd - Christus Parkway to Main St	0.39	miles	8	2	2	2	1	1
56	ROW	Christus Parkway - All of Christus Parkway.	0.27	miles	2		1		1	
58	ROW	W Bandera Rd - W property line of Home Depot to IH 10 Frontage	0.21	miles	2		1		1	
59	ROW	Upper Balcones Rd - S of Coughran Rd to IH 10 Frontage Rd	0.13	miles	2		1		1	
60	ROW	Coughran Rd - W boundary of 5 Coughran Rd to Upper Balcones Rd	0.14	miles	2		1		1	
61	ROW	S Main St - IH 10 Frontage Rd to 1481 S Main St	0.36	miles	8	2	2	2	1	1
62	ROW	Old San Antonio Rd - Old San Antonio Rd	1.59	miles	2		1		1	
63	ROW	Cascade Caverns Rd - Old San Antonio Rd to Ranch Dr	0.76	miles	2		1		1	
64	ROW	Scenic Loop Rd - IH 10 Frontage Rd to Cascade Caverns Rd	0.15	miles	2		1		1	
65	ROW	Scenic Loop Rd - Sophia Circle to IH 10 Frontage Rd.	0.30	miles	2		1		1	
67	ROW	Ranger Creek Rd - Boerne Treatment Plant to IH 10 Frontage Rd	1.12	miles	2		1		1	
69	ROW	Southglen Blvd - All of Southglen Blvd	0.49	miles	2		1		1	
9	Drainage	Brookside Ln & Serenity Dr	0.59	acres	2		1		1	
10	Drainage	Bluebonnet Circle	1.44	acres	2		1		1	
12	Drainage	Harvest Garden St & Woodlands Apartments	1.10	acres	2		1		1	
22	Drainage	Vista Verde & Hunters Creek	1.11	acres	2		1		1	
31	Drainage	CoB Street Dept Shop & E Blanco Rd	2.40	acres	2		1		1	
35	Drainage	Bonn Dr and Fischer Dr	0.83	acres	2		1		1	
37	Drainage	Emery Lane & W San Antonio Ave	0.33	acres	2		1		1	
81	Drainage	North of Estraya Apartments	0.77	acres	2		1		1	
18*	Open Space	N Esser Rd and E Blanco St	0.80	acres	2		1		1	
21	Open Space	Deer Creek Dr	0.17	acres	2		1		1	
33	Open Space	Rosewood Ave & S Esser Rd	1.37	acres	2		1		1	
40	Open Space	Irons St at Herff St	0.04	acres	2		1		1	
43*	Open Space	Parking for Ole No. 9 Walking Trail at Esser Rd	1.02	acres	2		1		1	
44*	Open Space	S Esser Rd @ River Rd	0.63	acres	2		1		1	
79	Open Space	S School St & IH 10 Frontage Rd	1.24	acres	2		1		1	
80	Open Space	W Bandera Rd & IH 10 Frontage Rd	1.05	acres	2		1		1	
82	Open Space	S Main & IH 10 Frontage Rd	1.07	acres	2		1		1	

Note: *Included in Alternate Bid Item for edging only, no mowing

MONTHLY MOWING

ID	Category	Description	Qty	Unit	Max	Freq/Month	Months	TOTAL
70	ROW	Main St - N School St to 1481 S Main St	2.40	miles	3"	3	5	15
71	ROW	Cibolo Trail - Main St to W Blanco Rd	0.51	miles	3"	3	5	15
72	ROW	Old No. 9 Trail - Adler Rd to Esser Rd	1.74	miles	3"	3	5	15
73	ROW	Old No. 9 Trail - Herff Rd to Winding River Rd	1.79	miles	3"	3	5	15
74	Open Space	Boerne City Lake	48	acres	2"	3	5	15
75	Open Space	Northside Neighborhood Park	8	acres	2.5"	3	5	15
76	Open Space	Boerne City Campus*	10	acres	see note	4	5	20
77	Open Space	Boerne Police Station Front and Parking Lot	2.4	acres	3	4	5	20
78	Open Space	Boerne Police Station Back	2.5	acres	3	1	5	5

Note: *City Campus Encompass the Following:
City Hall: 3.5in height
Amphitheater: 3in height
Library: 2.5in height

2025 MOWING MAINTENANCE



Mowing Areas

- MONTHLY ROW
- MONTHLY (OPEN SPACE)
- SEASONAL ROW
- SEASONAL (OPEN SPACE)
- SEASONAL (DRAINAGE EASEMENT)

