



**CITY OF NEW BRAUNFELS, TEXAS
CITY COUNCIL MEETING**



**CITY HALL - COUNCIL CHAMBERS
550 LANDA STREET**

TUESDAY, MAY 26, 2026 at 6:00 PM

Neal Linnartz, Mayor	Lawrence Spradley, Mayor Pro Tem (District 4)
Toni L. Carter, Councilmember (District 1)	Mary Ann Labowski, Councilmember (District 5)
Michael Capizzi, Councilmember (District 2)	April Ryan, Councilmember (District 6)
D. Lee Edwards, Councilmember (District 3)	Robert Camareno, City Manager

OUR MISSION

The City of New Braunfels serves the community by planning for the future, responding to community needs, and preserving our natural beauty and unique heritage.

AGENDA

CALL TO ORDER

CALL OF ROLL: CITY SECRETARY

REQUEST ALL PHONES AND OTHER DEVICES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL.

INVOCATION: COUNCILMEMBER EDWARDS

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

ANNUAL ELECTION ACTIONS

- A) Complete and issue Certificate of election to the [26-620](#) Councilmember - elect Mary Ann Labowski for District 5.
Gayle Wilkinson, City Secretary
- B) Administer the oath of office to District 5 Councilmember [26-621](#) - elect Mary Ann Labowski.
Gayle Wilkinson, City Secretary

PROCLAMATIONS:

- A) Juneteenth [26-531](#)
- B) ALS Awareness [26-563](#)
- C) Small Business Week and Small Business Person of the [26-564](#) Year.

CITIZENS COMMUNICATIONS

This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time. In the interest of protecting the City's network and data, the City is not accepting flash drives or electronic files for use during Citizens Communications. Please use hard copies, the overhead projector or access the City's online digital form to upload electronic files you would like the Mayor and Council to view. The digital form would need to be uploaded two (2) hours prior to the City Council meeting. A link to this form can be accessed on the City Secretary's website. Individuals desiring to speak at citizen's communications should line up behind the podium and be ready to speak.

1. CONSENT AGENDA

All items listed below are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business. Citizens must be present to pull an item.

Action Items

- A) Approval of the May 11, 2026 regular and executive city [26-539](#) council meeting minutes, and the May 18, 2026 special city council meeting minutes.
Natalie Baker, Deputy City Secretary
- B) Approval of a License Agreement between the City of [26-605](#) New Braunfels and 210 S. Castell, LLC for the placement of a dumpster and enclosure on the City property located at 169 S. Hill Avenue.
Matthew Eckmann, Assistant Director of Public Works
- C) Approval of an agreement between the City of New [26-613](#) Braunfels and Comal County regarding runoff election services for June 13, 2026, and authorizing the City Manager to execute the agreement.
Gayle Wilkinson, City Secretary
- D) Approval of a contract between the City of New [26-612](#) Braunfels and Guadalupe County regarding the June 13, 2026, runoff election, and authorizing the City Manager to execute the agreement.
Gayle Wilkinson, City Secretary
- E) Approval to authorize the City Manager to execute and [26-534](#) fund a Public Pedestrian Underpass Agreement with Union Pacific Railroad as part of the Dry Comal Trail, Segment 1, for the construction, use, and maintenance

of a 10-foot concrete trail and overhead protection canopy within the Union Pacific Railroad right of way at milepost 227.62.

Scott McClelland, Assistant Transportation & Construction Services Director

- F) Approval of an adjustment to the authorized Citywide full time equivalent from 902.5 to 907.5 and the appropriate budget amendments. [26-560](#)

Jared Werner, Assistant City Manager

Ordinances

(In accordance with Section 3.10 of the City Charter, a descriptive caption of each ordinance shall be read on two separate days.)

- G) Approval of the first reading of an ordinance, of the City Council of the City of New Braunfels, Texas, accepting and approving the 2026 Amended and Restated Service and Assessment Plan and Updated Assessment Roll for the Solms Landing Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date. [26-549](#)

Sandy Paulos, Director of Finance

- H) Approval of the second and final reading of an ordinance amending section 86-8 “Glass containers prohibited in park areas and on rivers, lakes and streams”, section 86-10 Prohibition of alcoholic beverages in city parks and city-owned property”, section 86-12 “Prohibition of sale or advertising of goods, wares or services in city parks”, section 86-17 “San Antonio Street bridge safety zone”, and section 86-97 “Landa Park miniature golf and paddle boat fees” of the New Braunfels code of ordinances to match department policy. [26-607](#)

Ken Wilson, Parks and Recreation Director

2. INDIVIDUAL ITEMS FOR CONSIDERATION

Individuals desiring to speak to any individual item should line up behind the podium and be ready to speak when public comment is recognized.

- A) Public hearing and first reading of an ordinance requested by Maria Chavez of approximately 0.2 of an acre out of the City Block Subdivision 1072, Lot 10, from C-3 (Commercial District) to C-3 SUP (Commercial [26-557](#)

District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 284 Perryman Street.

Christopher J. Looney, AICP, Planning Director

Applicant/Owner: Maria Chavez

- B) Public hearing and first reading of an ordinance [26-558](#) requested by Paul Paniagua of approximately 0.3 of an acre out of the City Block Subdivision 3007, Lot 4, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 1258 West San Antonio Street.

Christopher J. Looney, AICP, Planning Director

Applicant/Owner: Paul Paniagua

- C) Discuss and consider the possible reconsideration of the [26-648](#) City Council's action on May 11th on item 1(b) on the City Council's 5pm executive session meeting and discussion regarding the employment, duties, discipline, and appointment of the City Attorney position and discussion regarding the removal of the City Attorney in accordance with Section 551.074 of the Texas Government Code.

This item was requested to be placed on the agenda by Councilmember Carter.

PRESENTATIONS:

- A) Presentation, discussion and possible direction to staff [26-625](#) regarding the creation and composition of a charter review commission, selection process of an outside legal firm to assist with the charter review and amendment process and associated timeline for a potential charter amendment election.

Robert Camareno, City Manager

3. EXECUTIVE SESSION

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551.071, the City Council may convene in a closed session to discuss any of the items listed on this agenda. Any final action or vote on any executive session item will be taken in open session.

- A) Deliberate pending/contemplated litigation, settlement [26-598](#) offer(s), and matters concerning privileged and unprivileged client information deemed confidential by

Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

1. Lefko USA, Inc.
 2. Discuss City Charter, ordinances, Texas Constitution, state statutes and conflict of laws related to majority and plurality voting requirements.
- B) Deliberate issues regarding economic development [26-496](#) negotiations in accordance with Section 551.087 of the Texas Government Code:
1. Gener8tor
- C) Deliberate pursuant to Section 551.076, Government [26-632](#) Code, Council may convene in closed session to deliberate: (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit.
1. Deliberate the deployment of security personnel or devices and deliberate a security audit.
- D) Deliberate the appointment and duties of an Interim City [26-634](#) Attorney in accordance with Section 551.074 of the Texas Government Code.

4. **IF NECESSARY, RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.**

ADJOURNMENT

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at the New Braunfels City Hall.

Gayle Wilkinson, City Secretary

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (830) 221-4010 at least two (2) work days prior to the meeting so that appropriate arrangements can be made.

TAXPAYER IMPACT STATEMENT:

TAXPAYER IMPACT STATEMENT

Comal County & Guadalupe County

House Bill 1522, passed by the Texas Legislature in 2025, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

The City of New Braunfels has adopted a budget for FY2026.

2024 Value of Median-Valued Homestead Property in Comal County	\$ 349,106
2024 Property Tax Bill for the Current Fiscal Year (\$0.0.408936)	\$ 1,428
2025 Value of Median-Valued Homestead Property in Comal County	\$ 354,783
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts the Proposed Budget and Tax Rate (\$0.408936 per \$100 of value)	\$ 1,451
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate (\$.409475 per \$100 of value)	\$ 1,453

2024 Value of Median-Valued Homestead Property in Guadalupe County	\$ 331,133
2024 Property Tax Bill for the Current Fiscal Year (\$0.0.408936)	\$ 1,354
2025 Value of Median-Valued Homestead Property in Guadalupe County	\$ 311,795
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts the Proposed Budget and Tax Rate (\$0.408936 per \$100 of value)	\$ 1,275
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate (\$.409475 per \$100 of value)	\$ 1,277

The estimates in this Impact Statement are valid only for the FY 2026 adopted budget and tax rate.

5/26/2026

Agenda Item No. A)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Complete and issue Certificate of election to the Councilmember - elect Mary Ann Labowski for District 5.

DEPARTMENT: City Secretary's Office

COUNCIL DISTRICTS IMPACTED: District 5

BACKGROUND INFORMATION:

The Texas Election Code requires the preparation and issuance of a certificate of election “for each candidate who is election to an office for which the official result is determined by that authority’s canvass.” See Sec. 67.016. No City Council action is required for the issuance of the certificate by the City Secretary once the canvassing is completed by the City Council. The canvass of the results occurred at a special City Council meeting held on May 11, 2026.

ISSUE:

Conforming with the Election Code.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Move forward with issuing Certificate of Election.

5/26/2026

Agenda Item No. B)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Administer the oath of office to District 5 Councilmember - elect Mary Ann Labowski.

DEPARTMENT: City Secretary's Office

COUNCIL DISTRICTS IMPACTED: City - Wide

BACKGROUND INFORMATION:

The Texas Constitution, Article XVI, Section 1, prescribes a written statement that all officers must sign and an oath that all officers must take before they enter upon the duties of their offices. The statement and oath are required of all elected and appointed city officer, both in general law and home-rule cities.

ISSUE:

Conforming to the Texas Constitution.

FISCAL IMPACT:

No fiscal Impact.

RECOMMENDATION:

Move forward with administering the Oath.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

5/26/2026

Agenda Item No. A)

City of New Braunfels



Proclamation

THE STATE OF TEXAS §
COUNTY OF COMAL §
CITY OF NEW BRAUNFELS §

WHEREAS, Juneteenth is a day traditionally set aside in Texas to commemorate the abolition of slavery; and

WHEREAS, Juneteenth traces its origins back to Galveston, Texas, where on June 19, 1865, Union soldiers, led by Major General Gordon Granger arrived in the city with the news that the Civil War had ended and slaves were now free; and

WHEREAS, the day is celebrated in African American communities as a time to remember the struggle for equal rights; and

WHEREAS, our country is at its best when everyone is treated fairly and has the chance to build the future they seek for themselves and their family; and

WHEREAS, together we can help our nation live up to its immense promise, so let us continue their journey toward a more just, more equal, and more perfect Union.

NOW, THEREFORE, I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, proclaim June 19, 2026, as

JUNETEENTH

in New Braunfels, and I encourage everyone to observe this day with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of New Braunfels to be affixed this 26th day of May 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

5/26/2026

Agenda Item No. B)



Proclamation

THE STATE OF TEXAS §
COUNTY OF COMAL §
CITY OF NEW BRAUNFELS §

WHEREAS, Amyotrophic Lateral Sclerosis (ALS), often referred to as Lou Gehrig’s disease, is a progressive neurodegenerative disease that affects nerve cells in the brain and spinal cord, leading to loss of muscle control; and

WHEREAS, ALS impacts thousands of individuals and families across the United States, including members of our own New Braunfels community, bringing significant physical, emotional, and financial challenges; and

WHEREAS, the month of May is recognized nationally as ALS Awareness Month, and June 2 is observed as Lou Gehrig Day, honoring the legacy of those affected by ALS and encouraging continued awareness, advocacy, and support; and

WHEREAS, Brian Martelon, a resident of New Braunfels, has faced ALS with extraordinary courage, resilience, and determination, serving as an inspiration to his family, friends, and the broader community through his strength and tenacity in the face of adversity; and

WHEREAS, Brian holds a deep appreciation for the City of New Braunfels, and he and his wife, Christina, a proud hometown native, chose to return to this community to raise their family, reflecting their strong ties and commitment to the place they call home; and

WHEREAS, together they are raising their young children, Gianna, age 5, and Vincent, age 2, who attend local schools and represent the next generation of the New Braunfels community; and

WHEREAS, Brian’s journey highlights both the challenges of ALS and the power of the human spirit, reminding us all of the importance of hope, dignity, and community connection.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim May 26, 2026, as a day of

"ALS Awareness"

in New Braunfels, and I encourage all residents to learn more about ALS, support those affected, and join in efforts to advance research and care; and **BE IT FURTHER PROCLAIMED** that the City of New Braunfels honors Brian Martelon for his remarkable strength, perseverance, and courage, and extends its deepest respect and support to him and his family.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 26th day of May 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

5/26/2026

Agenda Item No. C)



Proclamation

THE STATE OF TEXAS §
COUNTY OF COMAL §
CITY OF NEW BRAUNFELS §

WHEREAS, small businesses represent 99.9% of all employers in our Country; and

WHEREAS, small businesses account for the majority of new jobs; and

WHEREAS, small businesses are more flexible in responding to shifting markets and can bring new products to market faster; and

WHEREAS, small businesses provide the first job for most entrants to the labor force; and

WHEREAS, in keeping with a 60-year practice, Small Business Week is proclaimed nationally for the impact of small businesses on job creation, economic growth, and innovation; and

WHEREAS, the New Braunfels Chamber of Commerce each year recognizes a small businessperson of the year; and

WHEREAS, our Nation’s economic health rests in the hands of small businessmen and women with bold ideas and the perseverance to keep the small business community growing, prospering, and looking toward the future.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim May 3 – 9, 2026, as

"SMALL BUSINESS WEEK"

and recognize

**Kevin Carroll with Christian Brothers Automotive
as “SMALL BUSINESS PERSON OF THE YEAR”**

in New Braunfels, and I and urge all Citizens of New Braunfels to observe this week and recognize the Small Businessmen and Women of New Braunfels for their achievements and contributions to the economy of New Braunfels as they lead America in the twenty-first century.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 26th day of May 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

5/26/2026

Agenda Item No. A)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Approval of the May 11, 2026 regular and executive city council meeting minutes, and the May 18, 2026 special city council meeting minutes.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, MAY 11, 2026**

CALL TO ORDER

Mayor Linnartz called the meeting to order at 8:24 p.m.

CALL OF ROLL: CITY SECRETARY

Present: 7 - Mayor Neal Linnartz, Councilmember Toni Carter, Councilmember Michael Capizzi, Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence Spradley, Councilmember Mary Ann Labowski, and Councilmember April Ryan

REQUEST ALL PHONES AND OTHER DEVICES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL.

INVOCATION: COUNCILMEMBER CAPIZZI

Councilmember Capizzi provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

Mayor Linnartz led the Pledge of Allegiance and the Salute to the Texas Flag.

PROCLAMATIONS:

A) Historic Preservation Month

Mayor Linnartz read the aforementioned proclamation.

Katie Totman and members from the Historic Landmark Commission and the Comal County Historic Commissioners accepted the proclamation and addressed council.

PRESENTATIONS:

A) Presentation and recognition of the New Braunfels National Airport being named the 2026 National / Regional Airport of the Year by the Texas Aviation Advisory Committee.

Mayor Linnartz read the aforementioned item.

Jeff Jewell presented this item to council and introduced the New Braunfels Airport Staff and their National/Regional Airport of the Year by the Texas Aviation Advisory Committee.

CITIZENS COMMUNICATIONS

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Mayor addressed council and made a statement regarding the most recent election.

The following individuals spoke at this time: Julie King, Jim Holster, Randy Hensen, Esther Sandoval, Angela Allen, Steven Hogue, Katie Nelson, Stacey Clifford, Cheryl Fuller

1. CONSENT AGENDA

All items listed below are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business. Citizens must be present to pull an item.

Action Items

- A) Approval of the April 27, 2026 city council regular and executive session meeting minutes.
- B) Approval of a contract with Lonestar Civil for site cleanup and removal services for the Northwest Park primitive trails project, along with authorization for the City Manager to execute change orders up to the contingency amount.
- C) Approval of a contract with Sportsman Solutions for sponsorship solicitation and agreements at the Zipp Family Sports Park.
- D) Approval of annual contracts with DD Concrete, E-Z Bell Construction, LLC and HJD Capital Electric, Inc. to provide road construction work on an as needed basis.
- E) Approval of the appointment of Larry Guerra to the Tax Increment Reinvestment Zone #1 (TIRZ #1) for the unexpired Comal Independent School District Representative seat with a term ending 11-30-2028.

Resolutions

- F) Approval of a resolution giving consent to the issuance of Contract Revenue Bonds (Water, Sewer, and Drainage Facilities), Series 2026, by Comal County Water Improvement District No. 3 Master District.
- G) Approval of a resolution in support of obtaining National Register of Historic Places designation for the Dittlinger Family Residential Historic District, including 372 Magazine Avenue and 581 West Coll Street.
- H) Approval of resolutions supporting the submission of projects to the U.S. Department of Transportation Safe Streets and Roads for All grant and approval of a resolution supporting the submission of a project to the U.S. Department of Transportation Railroad Crossing Elimination Grant Program.

Ordinances

(In accordance with Section 3.10 of the City Charter, a descriptive caption of each ordinance shall be read on two separate days.)

- I) Approval of the first reading of an ordinance amending section 86-8 “Glass containers prohibited in park areas and on rivers, lakes and streams”, section 86-10 Prohibition of alcoholic beverages in city parks and city-owned property”, section 86-12 “Prohibition of sale or advertising of goods, wares or services in city parks”, section 86-17 “San Antonio Street bridge safety zone”, and section 86-97 “Landa Park miniature golf and paddle boat fees” of the New Braunfels code of ordinances to match department policy.
- J) Approval of the second and final reading of an ordinance amending Chapter 138 of the City of New Braunfels Code of Ordinances, related to the New Braunfels Police Department’s rotation list system for incident management tows and updating fees charged by tow companies to the vehicle owners.
- K) Approval of the second and final reading of an ordinance, requested by Monica Mason, on behalf of Brett Baer, to rezone approximately 0.2 of an acre out of the City Block Subdivision 5068, Lot 5, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 226 North Liberty Avenue.

- L) Approval of the second and final reading of an ordinance, requested by Nicolas Vargas, to rezone approximately 0.25 of an acre out of the City Block Subdivision 1073, Lot 11, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 182 Perryman Street.

Approval of the Consent Agenda

Mayor Linnartz read the aforementioned ordinances and resolutions of the consent agenda.

Councilmember Ryan made a motion to approve the consent agenda. Councilmember Edwards seconded the motion which passed unanimously.

2. INDIVIDUAL ITEMS FOR CONSIDERATION

Individuals desiring to speak to any individual item should line up behind the podium and be ready to speak when public comment is recognized.

- A) Discuss and consider the approval of an ordinance declaring the canvass and result of the General Election held on May 2, 2026, to elect two councilmembers and a mayor of the New Braunfels City Council; containing a savings clause; declaring an effective date upon one reading.

Mayor Linnartz read the aforementioned item.

Gayle Wilkinson presented this item to council and read the election results into the record.

The following individuals spoke at this time: David Warmke, Richard Kelsheimer, Kristen Carten, Shane Slattery, Larry Lane, Penny Pereboom, Angela Allen, Teresa Byrne, Destin Singleton

Charles Zech presented to council using a powerpoint presentation during citizens comment and answered questions

Robert Camareno addressed council and gave his remarks.

Mayor Pro Tem Spradley motioned to approve this item. Councilmember Capizzi seconded the motion which passed.

Opposed:

Councilmember Carter

- B) Discuss and consider the approval of an ordinance ordering a Runoff election to be held in the City of New Braunfels on June 13, 2026, to elect a Councilmember for City Council District 6 and the Mayoral seat; and establish Early Voting Locations and Polling Places for this Election; and making provisions for the conduct of the election; declaring an effective date upon one reading.

Mayor Linnartz read the aforementioned item.

Gayle Wilkinson presented this item to council.

The following individuals spoke at this time: David Warmke

Mayor Pro Tem Spradley motioned to approve this item. Councilmember Labowski seconded the motion which passed.

Opposed:

Councilmember Carter

- C) Discuss and consider approval of the second and final reading of an ordinance, requested by Killen, Griffin & Farrimond, PLLC on behalf of Farmers Mutual Fire, Leslie Lammers and Tom Tumlinson, Melvin Nolte, Jr, Chad L. Nolte, Sandra J. Nolte, Comal Properties, LLC, and Qdream, LLC, to rezone approximately 2.112 acres out of City Blocks 2004, 2007, and 2014, from C-2 (General Business District), M-1 (Light Industrial District), and M-1 SUP (Light Industrial District with a Special Use Permit for STR) to MU-B SUP (High Intensity Mixed Use District with a Special Use Permit), currently addressed at 342, 352, & 353 East Bridge Street, 343 & 353 East Mill Street, 218, 232, 266, & 288 North Market Avenue, and 309 & 351 East San Antonio Street.

Mayor Linnartz read the aforementioned item.

Mayor Linnartz recused himself at 10:24 p.m. and left council chambers.

Jordan Matney presented this item to council using a powerpoint presentation. A representative from the applicant, Ashley Farrimond, also presented to council using a powerpoint presentation and answered questions.

The following individuals spoke at this time: David Warmke, Julie King, Johnathan Allorta, Angela Allen

Councilmember Labowski motioned to approve this item. Councilmember Capizzi seconded the motion which passed.

Mayor Linnartz returned to the council chambers at 10:57 p.m.

Opposed:

Councilmember Carter

Abstain:

Mayor Linnartz

- D) Discuss and consider approval of the second and final reading of an ordinance, requested by John Holler, to rezone approximately 1.5 acres out of the Baystone Subdivision, Lots 1 and 2, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard Overlay District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard Overlay District), currently addressed at 222 and 224 Alves Lane.

Mayor Linnartz read the aforementioned item.

Matthew Simmont presented this item to council using a powerpoint presentation and answered questions. The applicant, John Holler, also addressed council.

Councilmember Ryan motioned to approve this item. Mayor Pro Tem Spradley seconded the motion which passed.

Opposed:

Councilmember Carter, and Councilmember Labowski

- E) Discuss and consider the approval of the Downtown Parking Revenue Reinvestment Annual Plan as recommended by the New Braunfels Downtown Board.

Mayor Linnartz read the aforementioned item.

Councilmember Ryan motioned to postpone this item to the May 18th special meeting. Councilmember Labowski seconded the motion which passed unanimously.

F) Discuss and consider approval of an Ordinance Authorizing the Issuance of “City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2026”; Pledging the Net Revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems to the Payment of the Principal of and Interest on Said Bonds; Enacting Provisions Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Bonds; Establishing Procedures for the Sale and Delivery of Said Bonds; Delegating Matters Relating to the Sale and Issuance of Said Bonds to Authorized City and Systems Officials and Providing an Effective Date.

Mayor Linnartz read the aforementioned item.

Jessica Williams presented this item to council using a powerpoint presentation.

Councilmember Edwards motioned to approved this item. Councilmember Ryan seconded the motion which passed unanimously.

G) Discuss and consider approval of an Ordinance Authorizing the Issuance of “City of New Braunfels, Texas, Utility System Revenue Bonds, Taxable Series 2026A (Texas Water Development Board - Drinking Water State Revolving Fund Lead Service Line Replacement Program)”; Pledging the Net Revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems to the Payment of the Principal of and Interest on Said Bonds; Specifying the Terms and Conditions of Such Bonds; Resolving Other Matters Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Bonds, Including the Approval and Execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and Providing an Effective Date.

Mayor Linnartz read the aforementioned item.

Jessica Williams presented this item to council using a powerpoint presentation.

Councilmember Edwards motioned to approve this item. Councilmember Capizzi seconded the motion which passed unanimously.

H) Discuss and consider approval of a Resolution Relating to the Principal Forgiveness Agreement with the Texas Water Development

Board in the Amount of \$510,000 and Resolving Other Matters Incident and Related Thereto.

Mayor Linnartz read the aforementioned item.

Jessica Williams presented this item to council using a powerpoint presentation.

Councilmember Edwards motioned to approve this item. Councilmember Capizzi seconded the motion which passed unanimously.

- I) Discuss and consider approval of an Ordinance Authorizing the Issuance of "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026A and Series 2026B" in an Aggregate Principal Amount of Not to Exceed \$125,000,000 to Provide Interim Financing to Pay Project Costs for Eligible Project for the City's Utility System, Approving and Authorizing the Execution of Agreements to be Entered into in Connection with the Commercial Paper Notes and Resolving Other Matters Incident and Related Thereto.

Mayor Linnartz read the aforementioned item.

Jessica Williams presented this item to council using a powerpoint presentation.

Mayor Pro Tem Spradley motioned to approve this item. Councilmember Edwards seconded the motion which passed unanimously.

- J) Discuss and consider approval of a Resolution Authorizing an Application to the Texas Water Development Board's Water Supply and Infrastructure Grant Program and Resolving Other Matters Incident and Related Thereto.

Mayor Linnartz read the aforementioned item.

Jessica Williams presented this item to council using a powerpoint presentation.

Councilmember Labowski motioned to approve this item. Councilmember Edwards seconded the motion which passed unanimously.

3. EXECUTIVE SESSION

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551.071, the City Council may convene in a closed session to discuss any of the items listed on this agenda. Any final action or vote on any executive session item will be taken in open session.

A) Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

a. Discuss City Charter, ordinances, Texas Constitution, state statutes and conflict of laws related to majority and plurality voting requirements

B) Deliberate the appointment, evaluation, duties, discipline, or removal of the City Attorney in accordance with Section 551.074 of the Texas Government Code.

The aforementioned items took place in executive session at 5:00 p.m.

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

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned at 11:15 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL
REGULAR MEETING OF MONDAY, MAY 18, 2026**

CALL TO ORDER

Mayor Linnartz called the meeting to order at 5:02 p.m.

CALL OF ROLL: CITY SECRETARY

Present 7 - Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence Spradley, Councilmember April Ryan, Councilmember Mary Ann Labowski, Councilmember Toni Carter, Mayor Neal Linnartz, and Councilmember Michael Capizzi

INVOCATION: COUNCILMEMBER EDWARDS

Councilmember Edwards provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

Mayor Linnartz led the Pledge of Allegiance and the Salute to the Texas Flag.

PROCLAMATIONS

A) New Braunfels City University 2026

Mayor Linnartz read the aforementioned proclamation.

City University graduates accepted the proclamation.

1. WORKSHOP

A) Discuss and consider the approval of the Downtown Parking Revenue Reinvestment Annual Plan as recommended by the New Braunfels Downtown Board.

Mayor Linnartz read the aforementioned item.

Jeff Jewell presented this item to council using a powerpoint presentation and answered questions.

The following individuals spoke at this time: Jim Holster, Larry Lane, Richard Kelsheimer, and Pat Butler.

Councilmember Labowski motioned to approve this item. Councilmember Ryan seconded the motion which passed unanimously.

Robert Camareno made some additional remarks.

PRESENTATIONS

A) Presentation of the 2026 New Braunfels Community Survey results.
Mayor Linnartz read the aforementioned item.

Jenna Vinson presented this item to council using a powerpoint presentation. Jenna Vinson introduced Tobin McKearin from Polco, who also presented using a powerpoint presentation.

B) Presentation and update on the ADA Self Evaluation and Transition Plan
Mayor Linnartz read the aforementioned item.

Scott McClelland presented this item using a powerpoint presentation and answered questions from councilmembers.

C) Presentation and update on the City Right-of-Way Beautification Team
Mayor Linnartz read the aforementioned item.

Jared Werner introduced this item using a powerpoint presentation and answered questions from councilmembers.

The following residents spoke at this time: Mike Ferias.

2. EXECUTIVE SESSION

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551.071, the City Council may convene in a closed session to discuss any of the items listed on this agenda. Any final action or vote on any executive session item will be taken in open session.

A) Deliberate the appointment and duties of an Interim City Attorney in accordance with Section 551.074 of the Texas Government Code.
Mayor Linnartz read the aforementioned executive session item.

Mayor Linnartz adjourned into closed session at 6:57 p.m.

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

City Council reconvened back into open session at 7:30 p.m.

Mayor Linnartz, Councilmember Capizzi, Councilmember Edwards, Mayor Pro Tem Spradley, Councilmember Ryan, and Councilmember Labowski were present.

No action was taken at this time.

4. **ADJOURNMENT**

Mayor Linnartz adjourned at 7:32 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, MAY 11, 2026**

CALL TO ORDER

Mayor Linnartz called the meeting to order at 5:02 p.m.

CALL OF ROLL: CITY SECRETARY

Present 7 - Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence Spradley, Councilmember April Ryan, Councilmember Michael Capizzi, Mayor Neal Linnartz, Councilmember Toni Carter, and Councilmember Mary Ann Labowski

1. EXECUTIVE SESSIONS

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551.071, the City Council may convene in a closed session to discuss any of the items listed below. Any final action or vote on any executive session item will be taken in open session.

- A) Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:
 - a. Discuss City Charter, ordinances, Texas Constitution, state statutes and conflict of laws related to majority and plurality voting requirements
- B) Deliberate the appointment, evaluation, duties, discipline, or removal of the City Attorney in accordance with Section 551.074 of the Texas Government Code.

Mayor Linnartz read the aforementioned executive session items.

Val Acevedo addressed council and requested Item B to be discussed in open session once Item A was concluded in closed session.

Mayor Linnartz adjourned into closed session at 5:04 p.m.

City Council reconvened back into open session at 5:59 p.m.

Mayor Linnartz read Item B of the aforementioned executive session.

Charles Zech presented to council on this item and answered questions.

Val Acevedo addressed council and gave her statement regarding Item B along with the information Charles Zech provided to council and answered questions.

The following individual spoke at this time: Frank Onion, David Warmke, Michael Murphy, Angela Allen, Stacey Clifford, Gabriel Castro, Rick Smith

Mayor Pro Tem Spradley motioned to terminate the City Attorney, Val Acevedo, effective immediately. Councilmember Capizzi seconded the motion which passed.

Opposed:

Councilmember Ryan, Councilmember Carter, and Councilmember Labowski

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

ADJOURNMENT

Mayor Linnartz adjourned at 8:03 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

5/26/2026

Agenda Item No. B)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of a License Agreement between the City of New Braunfels and 210 S. Castell, LLC for the placement of a dumpster and enclosure on the City property located at 169 S. Hill Avenue.

DEPARTMENT: Public Works**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:**

210 S. Castell, LLC is in the process of developing the former Producers Co-op site located at 210 S. Castell Avenue. As part of the project, they have requested permission to install a dumpster and enclosure on the Fire Station 1 property, which will be for the use of the development, the City, and other adjacent property owners.

ISSUE:

In order to locate the enclosure and dumpster on City property, a license agreement must be issued. The agreement will allow the licensee to extend use of the dumpster to other adjacent property owners through a sub-license agreement.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
 Organizational Excellence Community Well-Being N/A

FISCAL IMPACT:

The city will have no costs associated with the installation, maintenance or replacement of the enclosure or the dumpster.

RECOMMENDATION:

Staff recommends approval of this license agreement.

LICENSE AGREEMENT

This License Agreement is entered into on this the ____ day of _____, 2025, by and between 210 S. Castell LLC, (“Licensee”), 130 S. Seguin, Suite 100, New Braunfels, TX 78130 and the City of New Braunfels, Texas, (“Licensor”), acting herein through its duly authorized City Manager, 550 Landa Street, New Braunfels, Texas 78130.

Recitals

WHEREAS, Licensor is the owner of that certain city Property known as “Fire Station Number 1” located at 131 Hill Avenue in the City of New Braunfels, Comal County, Texas, hereinafter referenced and known as “Fire Station No. 1” (referred to throughout this agreement as the “Property”).

WHEREAS Licensee has requested to have shared use of a dumpster located on the Property, and

WHEREAS, Licensor is agreeable to having shared use of a dumpster on the Property with the understanding that: (a) Licensee must construct an approved enclosure around the dumpster and compactor; (b) Licensor is not required to compensate Licensee for the construction of said enclosure and pad which shall be constructed under City Ordinance Chapter 110.58 and as set forth in Exhibit A; (c) Upon completion, enclosure shall become the sole property of Licensor; and (d) Licensee shall be responsible for maintenance and repairs as well as keeping the enclosure and the immediate area around the enclosure clean.

WHEREAS, Licensee shall own and be responsible for the compactor and dumpster as set forth in City Ordinance Chapter 110.59-2 and as may be amended.

Agreement

NOW, THEREFORE, in consideration of the promises contained herein and the recitals set forth above and incorporated herein, Licensor does hereby grant a license to Licensee for purpose of constructing a dumpster enclosure in the location depicted on the image attached hereto as Exhibit “B”.

A. Licensee shall abide by the following terms:

1. Licensee shall prepare plans for enclosure and said plans must be approved by the City of New Braunfels and a building permit shall be issued prior to beginning any work;

2. Licensee shall construct pursuant to approved plans an enclosure with a clear inside dimension of no greater than 29 feet deep by 16 feet in wide that conforms to Exhibit "A".
3. Licensee agrees that it will not construct or cause to be constructed or erected any other structure or improvement upon the Property, other than the enclosure, without the express, written approval of the Licensor;
4. Licensor grants this License solely to the extent of its right, title and interest in the Property without express or implied warranties;
5. The improvements shall be fully constructed by Licensee or their agents and Licensee releases Licensor from any and all liability associated with such improvements. Licensee agrees to comply with all federal, state and local laws, construction and safety codes, and other regulations in the construction of the improvements including but not limited to City Ordinance Chapter 110.58
6. Upon completion, sole ownership of the enclosure improvements shall remain with Licensor. Licensee shall own the compactor and dumpster;
7. Shared use of the dumpster shall be for the occupants of the properties located at 131 and 169 Hill Avenue, New Braunfels, TX 78130, as well as any occupants of adjoining properties, provided that Licensee has entered into a Sublicense Agreement with such occupants that is materially similar to the form agreement attached hereto as Exhibit C. Licensee shall be responsible for providing a copy of any sublicense agreement and termination to Licensor upon execution. Any unauthorized use of the dumpster by Licensee could be cause for termination of this License Agreement;
8. Licensee shall be allowed to store and dispose of cooking oil on the Property, subject to the following terms and conditions:
 - a. All cooking oil shall be stored only in approved, leak-proof containers specifically designed for such purpose;
 - b. All disposal or recycling of oil shall be performed exclusively by a licensed waste-disposal or recycling contractor; and
 - c. All storage, handling, and disposal shall at all times comply with the City of New Braunfels ordinances, including but not limited to Chapter 110 of the Solid Waste Code, as the same may be amended from time to time.

Sublicensee shall be responsible for keeping the enclosure and immediate surrounding area in good repair, clean and free of debris;

9. Licensee shall maintain a separate solid waste services account for the dumpster with the understanding that a shared use agreement is in place. If at any time Licensee closes the solid waste account or is not current on payments, Licensor has the authority to terminate this agreement;

10. For the first 20 years of this agreement, Licensor may cancel this agreement only if Licensee is notified of a material breach of the agreement and leaves that breach uncured for more than 30 days after receiving the notice, and (2) more than ten years after this agreement's effective date, Licensor may cancel only if the Licensee's breach remains uncured more than 30 days after notice of the breach or, in the absence of any material breach by Licensee, upon six months' notice of the Licensor's intent to cancel; and

11. This Agreement, until its revocation, shall bind each party's successors and assigns. Licensee and its successors and assigns, must notify Licensor of any change of Licensee or address to the Licensor within thirty days of any such change.

B. Indemnification. In consideration of the permission extended to the Licensee by the CITY OF NEW BRAUNFELS, TEXAS, its officers, agents, employees, servants, successors or assigns, to use the City's Property identified in this agreement for any or all of the purposes listed in this agreement, Licensee does hereby agree to INDEMNIFY, DEFEND, REIMBURSE, DISCHARGE, and RELEASE the CITY OF NEW BRAUNFELS, TEXAS, and its officers, agents, employees, servants, successors, and assigns AND HOLD THEM HARMLESS from and against any and costs, expenses, reasonable attorney fees, claims, suits, losses or liability for injuries including death, to persons and from any other costs, expenses, reasonable attorney fees, claims, suits, losses or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of or in connection with the Licensee's presence or activities on the City's Property identified herein by the Licensee, his agents, employees, servants, successors, assigns, contractors or subcontractors

C. Liability Insurance. Licensee shall, at its own expense, purchase, maintain and keep in force liability insurance and shall protect Licensee and Licensor from claims which may arise out of or in connection with any operations at the Property, whether the operations be by the Licensee or by anyone directly or indirectly employed or contracted by the Licensee, guest, invitee, volunteer, agent, or by anyone for whose acts Licensee may be liable. The minimum amounts of liability insurance required are as follows:

Bodily Injury

Per Person	\$300,000.00
Per Accident	\$500,000.00

Property Damage Liability

Per Accident	\$100,000.00
Aggregate	\$100,000.00

1. Insurance required by this section shall be written so that the Licensee will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be filed with Licensor’s Risk Manager.
2. All insurance required under this section shall be written with the City as an additional insured. In any event, Licensee is fully responsible for all losses arising out of, resulting from or connected with operations under this agreement whether or not the losses are covered by insurance. The City’s acceptance of Certificates of Insurance that in any respect do not comply with the City’s requirements does not release the Licensee from compliance herewith.
3. All insurance required under this section shall be primary over any other insurance coverage the City may hold.
4. The parties intend that the Licensee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, the Licensee shall obtain such increased coverage and provide the City a certificate therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Licensee. Failure to maintain such insurance coverage is a breach of this Agreement.

D. Right to Relocate. Licensor reserves the right to relocate the dumpster enclosure and associated improvements (collectively, the “Dumpster Facilities”) in the event Licensor determines that redevelopment, construction, or other use of the Property requires such relocation. Any such relocation shall be at Licensor’s sole cost and expense and shall be to a location on property owned or controlled by Licensor that is mutually agreeable to both Licensor and Licensee. The new location shall provide substantially equivalent accessibility as the existing Dumpster Facilities.

This license constitutes the entire agreement between Licensor and Licensee on this subject, and it may be amended only by written instrument executed by both parties.

All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

Licensors

City of New Braunfels
City Manager
550 Landa Street
New Braunfels, TX 78130

Licensee

210 S Castell LLC
Attn: Fred Heimer
130 S Seguin, Suite 100
New Braunfels, TX 78130

This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any legal dispute under this agreement is in the District Court in Comal County, Texas having jurisdiction over the dispute.

CITY OF NEW BRAUNFELS
550 Landa Street
New Braunfels, Texas 78130

210 S Castell LLC
130 S Seguin, Suite 100
New Braunfels, Texas 78130
Attn: Fred Heimer

By: _____
Robert Camareno, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COMAL §

Before me, a Notary Public, on this _____ day of _____, ____ personally appeared ROBERT CAMARENO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as City Manager of the CITY OF NEW BRAUNFELS, TEXAS.

WITNESS my hand and official seal.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally appeared _____, the _____ of FRED HEIMER, known to me to be the person whose name is subscribed to the foregoing contract and acknowledged that he has the authority and consent to bind 210 S. Castell, LLC to this Agreement that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public, In and For the State of Texas

Exhibit A
(City Ordinance Chapter 110.58)

Exhibit B
(Dumpster Enclosure Location)

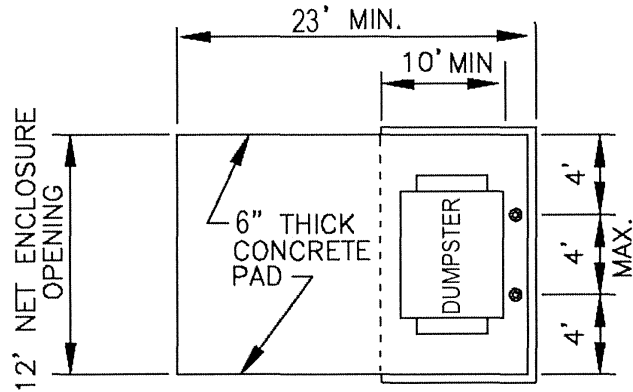
Exhibit C
(For Sublicense Agreement)

Sec. 110-58. Container pads and enclosures for commercial containers.

All new container, new account holder, and service requests to change container size must first comply with the following standards for container pads and screening and must be maintained to these standards prior to collection by the city:

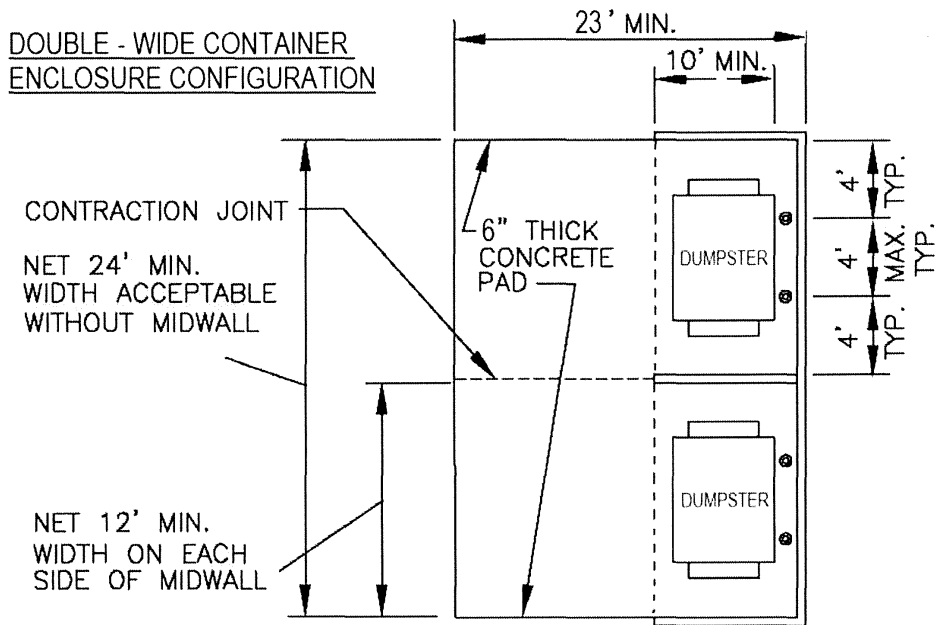
- (1) No dumpster or screening shall be permanently placed or constructed upon any site without first obtaining a permit from the building division. In order to obtain such permit, an application accompanied by a plat of the property on which the dumpster and screening is to be located, drawn to scale and showing construction details, the location of all structures, utilities, storm drain inlets, public rights-of-way, and the location of the proposed dumpster and all required screening, shall be submitted to the building division and solid waste and recycling division. The plat shall contain a statement that it is a true and accurate depiction of the site shown thereon and be signed by the owner or person who has charge, care, or control of the premises.
- (2) Pavement standards, all solid waste service locations on site shall be constructed with the following minimum standard:
 - a. All container pads and aprons shall be constructed of concrete six inches thick. The reinforcement within the concrete section shall consist of number four bars on 18-inch centers, centered within the pavement thickness.
- (3) Required screening, all containers are required to be screened from the right-of-way and all adjacent properties by a minimum seven-foot-high screen. A gate is required when opening is in view of the public right-of-way. Gates shall have a minimum width of 12 feet when open, shall swing 180 degrees from the closed position, and shall utilize a positive-locking mechanism while in the open position.
- (4) Enclosures shall not be located closer than 30 feet of any storm drain or in drainage flow areas.
- (5) It is the city's preference that screening structures be located outside of any public easement. If maintenance of city utilities requires the removal of a screening structure, it must be replaced at the property owner's expense.
- (6) Minimum interior clear measurements of enclosures: Bollards and other such obstructions shall not be set within the minimum dimensions for enclosures.
 - a. Interior clearance (inside the screen) dimensions for a:
 1. Single (three-, four-, six-, or eight-yard) dumpster enclosure shall be ten feet deep by 12 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening, and they shall open 180 degrees.

SINGLE - WIDE CONTAINER
ENCLOSURE CONFIGURATION

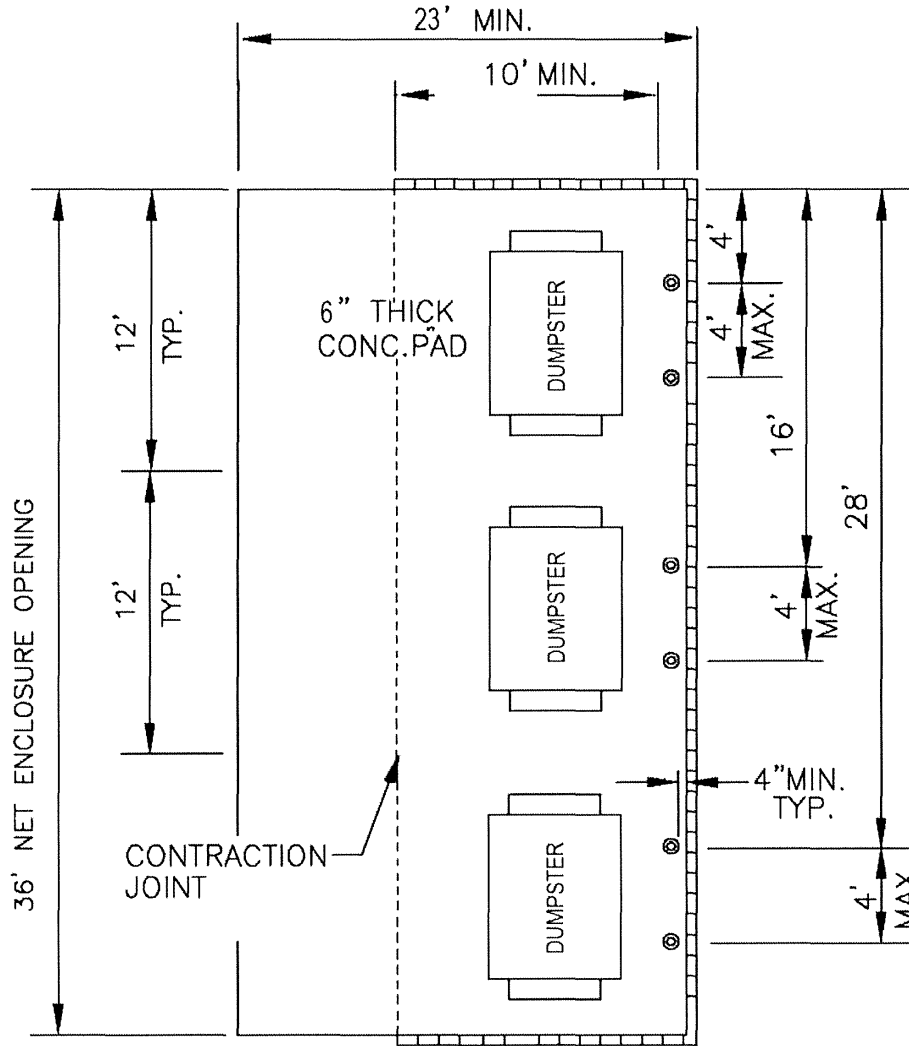


2. Double (two three-, four-, six-, or eight-yard) dumpster enclosure shall be no less than ten feet deep by 24 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening, and they shall open 180 degrees.

DOUBLE - WIDE CONTAINER
ENCLOSURE CONFIGURATION

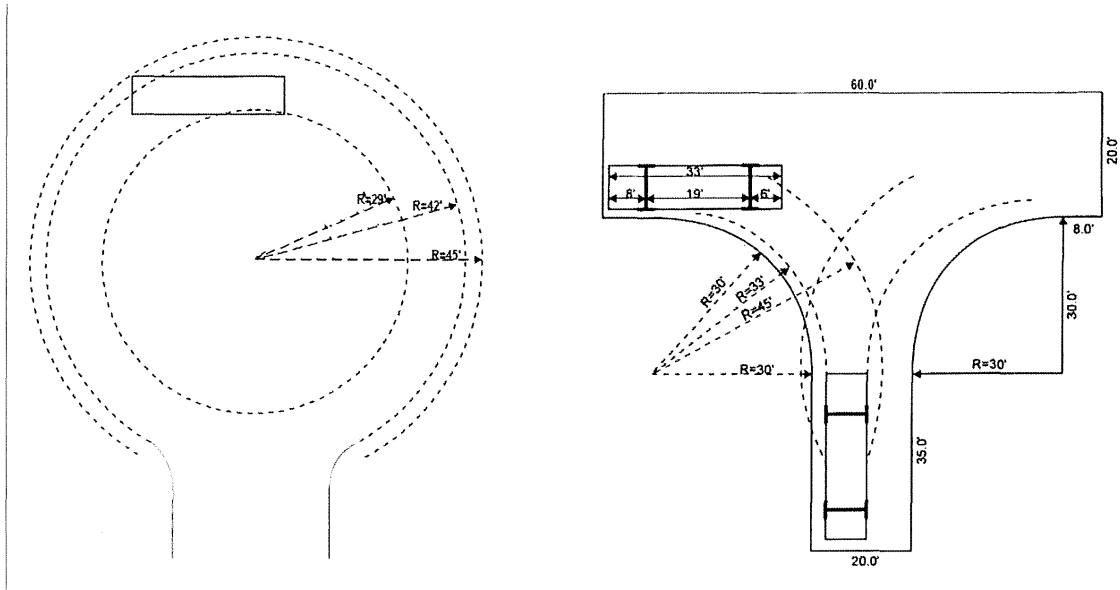


3. Triple (three three-, four-, six-, or eight-yard) dumpster enclosure shall be ten feet deep by 36 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening, and they shall open 180 degrees.

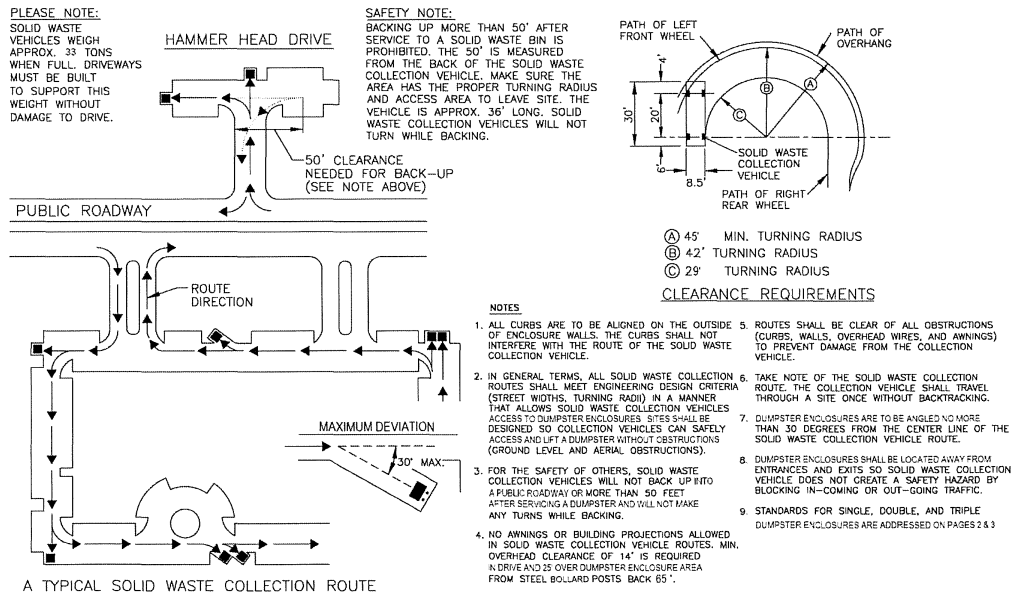


TRIPLE - WIDE CONTAINER ENCLOSURE CONFIGURATION

4. A roll-off compactor enclosure shall be a minimum of 29 feet deep by 16 feet wide. The minimum width of the gate or doors shall be no less than the enclosure opening.
- (7) Pad shall be level with roadway or slope to roadway for easy access by collection vehicles. All access areas shall be a minimum unobstructed width of 20 feet, 65 feet in length and 16 feet in height. Outside turning radii in these areas shall be a minimum of 45 feet. At no time shall a collection vehicle be required to back while turning or more than 50 feet while on the property or be required to back out into or in from a public right-of-way. In such cases, a tee or circle turnaround that meets the minimum standards, as shown below, will be required.



In all cases, approach design should facilitate a looping or circle ingress/egress path that avoids necessity of collection vehicle having to conduct backing maneuvers as much as possible. Screens may be constructed of stone, masonry block; wood or chain link fencing with slats and shall be constructed so as to screen viewing by persons standing at ground level on the site, or an immediately adjoining property.



- (8) Dimensions for maneuvering, the maximum deviation from the access path to the enclosure shall be 30 degrees, a clear maneuvering area of up to 65 feet in front of the container will be required. No parking will be allowed in the maneuvering area.
- (9) Whenever, in the opinion of the solid waste manager or designee, a dumpster and/or the screen cannot be located upon a particular site so as to conform with these requirements, or there are special circumstances which make the requirements wholly impracticable, the solid waste manager or

designee may designate a location for the dumpster which in his/her discretion is the most accessible and aesthetically appropriate or make exemptions from the requirements as necessary.

(Ord. No. 2018-17, § 1, 3-12-18; Ord. No. 2024-62, § 1, 8-12-24)

PARKING LOT

29' BY 16' (INTERIOR) MASONRY COMPACTOR ENCLOSURE - EXTERIOR OF WALLS TO SUPPORT VINES

A LANDSCAPE BUFFER SURROUNDS THE ENCLOSURE ON THREE SIDES

THE ISLAND AT THE PARKING LOT ENTRANCE IS EXTENDED TO ACCOMMODATE THE COMPACTOR ENCLOSURE - THE NEW ISLAND REMOVES TWO (2) PARKING SPOTS

40 YARD ROLL-OFF DUMPSTER AND COMPACTOR

CONCRETE SIDEWALK

EXISTING ISLAND (DASHLINE) AT ENTRANCE TO PUBLIC PARKING LOT

PROPERTY LINE

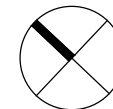
EXISTING SILO

CONCRETE WALKWAY

POSITION OF COLLECTION VEHICLE (DASHLINE)

EXISTING PARKING ON HILL ST

HILL STREET



NORTH

SUBLICENSE AGREEMENT

This License Agreement is entered into on this the ____ day of _____, 2025, by and between _____, (“Sublicensee”), _____, New Braunfels, TX 78130 and 210 S Castell LLC, Texas, (“Licensee”), 130 S. Seguin, Suite 100, New Braunfels, Texas 78130.

Recitals

WHEREAS, Licensee has entered into an agreement with the City of New Braunfels (“Licensor”) to have shared use of a dumpster located on that certain city Property known as “Fire Station Number 1” located at 131 Hill Avenue in the City of New Braunfels, Comal County, Texas, hereinafter referenced and known as “Fire Station No. 1” (referred to throughout this agreement as the “Property”).

WHEREAS, Licensee is agreeable to having shared use of a dumpster on the Property with the understanding that: (a) Sublicensee is required to compensate Licensee a prorated portion for the construction of said enclosure and pad which shall be constructed under City Ordinance Chapter 110.58 and as set forth in Exhibit A; (b) Upon completion, enclosure shall become the sole property of Licensor; and (c) Sublicensee shall be responsible for a prorated portion of maintenance and repairs as well as keeping the enclosure and the immediate area around the enclosure clean.

WHEREAS, Licensee shall own and be responsible for the compactor and dumpster as set forth in City Ordinance Chapter 110.59-2 and as may be amended.

Agreement

NOW, THEREFORE, in consideration of the promises contained herein and the recitals set forth above and incorporated herein, Licensee does hereby grant a sublicense to Sublicensee for purpose of constructing a dumpster enclosure in the location depicted on the image attached hereto as Exhibit “B”.

A. Sublicensee shall abide by the following terms:

1. Licensee grants this Sublicense solely to the extent of its right, title and interest in the Property without express or implied warranties;
2. The improvements shall be fully constructed by Licensee or their agents and Sublicensee releases Licensee from any and all liability associated with such improvements. Sublicensee agrees to comply with all federal, state and local laws, construction and safety codes, and other regulations in the construction of the improvements including but not limited to City Ordinance Chapter 110.58;

3. Upon completion, sole ownership of the enclosure improvements shall remain with Licensor. Licensee shall own the compactor and dumpster;
4. Shared use of the dumpster shall be for the occupants of the property located at 131 and 169 Hill Avenue, New Braunfels, TX 78130 as well as other occupants permitted to use the dumpster by Licensee via a Sublicense Agreement. Any unauthorized use of this dumpster by Sublicensee could be cause for termination of agreement;
5. Select one to include in the agreement:

[The Sublicensee is strictly prohibited from storing or disposing of any oil, including cooking oil, on the Property. The Sublicensee agrees to comply with all City of New Braunfels ordinances, including but not limited to Chapter 110 of the Solid Waste Code. Sublicensee shall be responsible for keeping the enclosure and immediate surrounding area in good repair, clean and free of debris;]

Or

[The Sublicensee shall be allowed to store and dispose of cooking oil on the Property, subject to the following terms and conditions:

- a. All cooking oil shall be stored only in approved, leak-proof containers specifically designed for such purpose and located in an area approved in writing by the Licensee;
- b. All disposal or recycling of oil shall be performed exclusively by a licensed waste-disposal or recycling contractor; and
- c. All storage, handling, and disposal shall at all times comply with the City of New Braunfels ordinances, including but not limited to Chapter 110 of the Solid Waste Code, as the same may be amended from time to time.

Any violation of this provision shall constitute a material breach of this Agreement. Sublicensee shall be responsible for keeping the enclosure and immediate surrounding area in good repair, clean and free of debris;]

6. Sublicensee shall maintain a separate solid waste services account for the dumpster with the understanding that a shared use agreement is in place. If at any time Sublicensee closes the solid waste account or is not current on payments, Licensee has the authority to terminate this agreement;
7. This Agreement, until its revocation, shall bind each party's successors and assigns. Sublicensee and its successors and assigns, must notify Licensee of any change of Sublicensee or address to the Licensee within thirty days of any such change; and

8. The Licensee may terminate this sublicense immediately upon Sublicensees breach of any term in this agreement.

B. Indemnification In consideration of the permission extended to the Sublicensee by the Licensee, its officers, agents, employees, servants, successors or assigns, to use the Property identified in this agreement for any or all of the purposes listed in this agreement, Sublicensee does hereby agree to INDEMNIFY, REIMBURSE, DISCHARGE, and RELEASE the Licensee and Licensor, and their officers, agents, employees, servants, successors, and assigns AND HOLD THEM HARMLESS from and against any and costs, expenses, reasonable attorney fees, claims, suits, losses or liability for injuries including death, to persons and from any other costs, expenses, reasonable attorney fees, claims, suits, losses or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of or in connection with the Sublicensee’s presence or activities on the Property identified herein by the Sublicensee, his agents, employees, servants, successors, assigns, contractors or subcontractors

C. Liability Insurance: Sublicensee shall, at its own expense, purchase, maintain and keep in force liability insurance and shall protect Sublicensee, Licensee and Licensor from claims which may arise out of or in connection with any operations at the Property, whether the operations be by the Sublicensee, Licensee or by anyone directly or indirectly employed or contracted by the Sublicensee, guest, invitee, volunteer, agent, or by anyone for whose acts Sublicensee may be liable. The minimum amounts of liability insurance required are as follows:

Bodily Injury

Per Person	\$300,000.00
Per Accident	\$500,000.00

Property Damage Liability

Per Accident	\$100,000.00
Aggregate	\$100,000.00

1. Insurance required by this section shall be written so that the Sublicensee will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be filed with Licensee’s Risk Manager.
2. All insurance required under this section shall be written with the Licensee and Licensor as an additional insured. In any event, Sublicensee is fully responsible for all losses arising out of, resulting from or connected with operations under this agreement whether or not the losses are covered by insurance. The Licensee and City’s acceptance of Certificates of Insurance that in any respect do not comply with

the Licensee or City's requirements does not release the Sublicensee from compliance herewith.

- 3. All insurance required under this section shall be primary over any other insurance coverage the Licensee or City may hold.
- 4. The parties intend that the Sublicensee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, the Sublicensee shall obtain such increased coverage and provide the Licensee and City a certificate therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Sublicensee. Failure to maintain such insurance coverage is a breach of this Agreement.

D. This sublicense constitutes the entire agreement between Sublicensor and Licensee on this subject, and it may be amended only by written instrument executed by both parties.

All notices, requests and other communications dealing directly or indirectly with this sublicense shall be in writing and shall be hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

Licensee
 210 S. Castell LLC
 Fred Heimer
 130 S. Seguin, Suite 100
 New Braunfels, TX 78130

Sublicensee

This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any legal dispute under this agreement is in the District Court in Comal County, Texas having jurisdiction over the dispute.

210 S CASTELL LLC
 130 S Seguin, Suite 100
 New Braunfels, Texas 78130

By: _____
 Fred Heimer, Manager

By: _____
 Name: _____
 Title: _____

Exhibit A

Exhibit B

5/26/2026

Agenda Item No. C)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of an agreement between the City of New Braunfels and Comal County regarding runoff election services for June 13, 2026, and authorizing the City Manager to execute the agreement.

DEPARTMENT: City Secretary

BACKGROUND INFORMATION:

This agreement allows for entities within Comal County to utilize the County's election equipment via uniformity of equipment and procedures.

FISCAL IMPACT:

The cost estimate for an election is between \$10,000 and \$20,000 for election workers, supplies, and training (This amount is subject to change after the polling places are established).

RECOMMENDATION:

Staff recommends approval of the item.



Cynthia Jaqua
Comal County Elections Coordinator
396 N. Seguin Ave. New Braunfels, Texas 78130
Phone: 830-221-1352 Fax: 830-608-2013
Email: jaquac@co.comal.tx.us

May 4, 2026

City of New Braunfels
CONTRACT FOR ELECTION SERVICES
June 13, 2026 Runoff Election FOR Mayor and Councilmember District 6

This contract for election services made by and between **City of New Braunfels** hereinafter called ENTITY and **Bobbie Koepp, Comal County Clerk**, hereinafter called CONTRACTING OFFICER is based on the following:

The ENTITY and CONTRACTING OFFICER have determined that it is in the public interest of the inhabitants of the ENTITY that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITY certain election services and equipment needed by the ENTITY for their June 13, 2026 Runoff Election for Mayor and Councilmember District 6. The voting equipment used will be the Hart Duo specifically Verity Touch Writer and Verity Scan, which is paper ballot voting.

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

- 1 Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
2. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
- 3 Forward all information to vendor (Hart) for the Coding and Audio files for Verity Duo.
4. Conduct Early Voting for Ballot by Mail at main Early Voting location, 396 N. Seguin, New Braunfels, Texas 78130.
5. Provide training on conducting an election with Hart Verity Duo and Knowink Poll Pads for all Early Voting and Election Day workers.

6. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.
7. Prepare, provide, and deliver adequate election equipment for the election (Hart Verity Duo).
8. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Location.
9. Provide the Official Registered Voter List for the City of New Braunfels for use on Knowink Poll Pad.
10. Recruit election judges and clerks for Early Voting and Election Day.
11. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on June 9, 2026.
12. Provide the voting equipment and supplies listed in the attached Estimated Expenses and ensure Election Judges return specified voting equipment and supplies from Election Day Polling Location after polls close on June 13, 2026.
13. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICE and reimbursed by ENTITY.
14. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
15. Set up the Central Accumulation Station and appoint personnel to tabulate the results of Early Voting and Election Day votes; provide Final Unofficial Results for Canvass.
16. Provide overall administration and supervision of the election and advisory services.
17. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.
18. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.
19. Reporting precinct results to the Secretary of State, if required.

DUTIES OF THE ENTITY:

1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.
2. Provide the County Elections Office with ENTITY's ballot information, etc. ENTITY shall conduct its ballot position drawing on or about May ____, 2026, and send the CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs from Hart.
3. ENTITY shall be responsible for any loss and/or physical damage to the equipment occurring at the voting location ordered by the ENTITY.
4. Only the actual expenses directly attributable to the Contract may be charged (Section 31.100(b), Texas Election Code). The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract based on the attached estimated costs with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

GENERAL PROVISIONS:

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representation or modifications concerning this agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- C. **CHOICE OF LAW AND VENUE:** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
- D. **RELATIONSHIP OF THE PARTIES:** Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. **FORCE MAJEURE:** In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto. CONTRACTING OFFICER shall be excused from such obligations beyond its control and undertakings set forth under the terms of this agreement.

DATED this the _____ day of _____, 2026

Bobbie Koepf
Early Voting Clerk/County Clerk

5/26/2026

Agenda Item No. D)

PRESENTER:

Gayle Wilkinson, City Secretary

SUBJECT:

Approval of a contract between the City of New Braunfels and Guadalupe County regarding the June 13, 2026, runoff election, and authorizing the City Manager to execute the agreement.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

The Texas Election Code and the Texas Education Code provide provisions for School Districts to enter into agreements with municipalities to hold elections jointly to serve affected voters adequately and conveniently by providing common polling locations.

The attached agreement will allow for the City of New Braunfels and Guadalupe County for the June 13, 2026, Election. Additionally, the agreement will provide for common election day polling locations.

FISCAL IMPACT:

The cost estimate for the runoff election is approximately \$16,275.60 for election workers, supplies, and training (This amount is subject to change after the polling places are established).

RECOMMENDATION:

Staff recommends approval of this item.

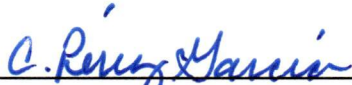
GUADALUPE COUNTY ELECTIONS ADMINISTRATION OFFICE

COST ESTIMATE

CITY OF NEW BRAUNFELS, TEXAS
RUN OFF ELECTION
JUNE 13, 2026

Includes 2 Guadalupe County Early Voting Locations and 1 Election Day Location for Guadalupe and Comal County Voters.

Item #	Costs/Services	Estimate
1.	Ballots (printing, postage, processing of mail ballots; sample and provisional ballots)	\$2,500.00
2.	Electronic voting system programming and testing	3,185.00
3.	Publication of Electronic Voting Equipment Test and Notice of Election	-----
4.	Election kits (Supplies, Maps, Laptops, Printers, Cell Phones, etc.)	225.00
5.	Rental of voting equipment	2,850.00
6.	Preparation and transportation of voting equipment	286.00
7.	Polling place rental	-----
8.	Election Day Personnel	850.00
9.	Early Voting Personnel	4,400.00
10.	Early Voting Ballot Board Personnel	300.00
11.	Central Counting Station Personnel	200.00
12.	County Election Services Contract Administrative Fee	1,479.60
13.	*TOTAL ESTIMATED ELECTION COSTS:	\$16,275.60


 Cristian Pérez García
 Guadalupe County Elections Administrator
 3251 N. State Hwy 123
 Seguin, TX 78155
 830-303-6363 (Office)
 830-303-6373 (Fax)
 cris.perez@guadalupe.tx.gov

DATE: 8 May 2026



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between the Elections Administrator of Guadalupe County, Texas (Elections Administrator) and the CITY OF NEW BRAUNFELS

hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on JUNE 13, 2026.

Said Political Subdivision is holding a **Runoff Election**, at their expense on JUNE 13, 2026.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

GENERAL PROVISIONS

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract.
- C. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.
- D. The Elections Administrator has the right to enter into agreements with other entities at any time and may require that authorities of the Political Entity holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Political Subdivision agrees to enter into a joint election agreement required by Guadalupe County.

I. RESPONSIBILITIES OF ELECTIONS ADMINISTRATOR.

II. The Elections Administrator shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:

- A. **Nomination of Presiding Judges and Alternate Judges.** The Elections Administrator shall recommend appointment of Election Day presiding and alternate judges, central accumulation

station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Elections Administrator shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Elections Administrator. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Elections Administrator shall ensure that a bilingual election clerk is appointed. The Elections Administrator shall notify the clerks of the same information that the judges receive under this section.

C. Election Training. The Elections Administrator shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the voting system and the conduct of elections, including qualifying voters, issuing ballots, maintaining order at the polling location, and conducting provisional voting.

D. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the

E. Elections Administrator, the tabulation supervisor, and the other members the

F. Elections Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Elections Administrator shall also be responsible for the publication of the required notice of such testing.

G. Election Supplies. The Elections Administrator shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

H. Registered Voters List. The Elections Administrator shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

I. Notice of Previous Polling Place. The Elections Administrator shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

J. **Ballots.** The Elections Administrator or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the Political Subdivision, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions.

K. **Applications for Mail Ballots.** The Political Subdivision and Elections Administrator agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 3251 North State Hwy 123, Seguin, Texas 78155 or P.O. Box 1346, Seguin, Texas 78156 are the early voting clerk's mailing addresses to which ballot applications and ballots voted by mail shall be sent for the Political Subdivision.

L. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Elections Administrator shall serve as the Early Voting Clerk for the Election.

1. The Elections Administrator shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Elections Administrator shall receive mail ballot applications on behalf of the Political Subdivision. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Elections Administrator or deputies at the Elections Office located at 3251 North State Hwy 123 Seguin, Texas 78155. Applications for mail ballots sent to the Political Subdivision shall be promptly faxed to the Elections Administrator at (830)303-6373 or emailed to earlyvotingclerk@co.guadalupe.tx.us for timely processing and then the original application forwarded to the Elections Administrator for proper retention.
3. Early voting ballots shall be secured and maintained at the Elections Office at 3251 North State Hwy 123., Seguin, Texas 78155. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and dates and at the locations as determined by the Elections Administrator in consultation with the Political Subdivision and in accordance with the Texas Election Code.

M. **Election Day Activities.**

1. The Elections Administrator and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Elections Administrator and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Elections Administrator and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Elections Administrator and in accordance with the Texas Election Code. The Elections Administrator shall arrange for the use of all polling places and shall arrange for the setting up of the polling location.
- N. **Election Night Reports.** The Elections Administrator shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the Political Subdivision via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Elections Administrator will post all reports for public review on the Guadalupe County Elections website at www.co.guadalupe.tx.us/elections.
- O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Elections Administrator, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide information on each of the voters' status. The Elections Administrator shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Elections Administrator shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the Political Subdivision. These reports will serve as the canvass materials for the Political Subdivision. The title of these reports will be changed to official upon notification to the Elections Administrator of the completion of the canvass. Official reports will be sent to the Political Subdivision upon completion of canvass and posted on the Elections Office website for archival.
- Q. **Custodian of Election Records.** The Early voting Daily Roster as well as the Election Day Roster and Election results will be submitted to the Political subdivision as soon as practicable upon request. For the Early Voting Daily Roster, same will be provided the next business day after each day of Early Voting upon request. All other Election records will be maintained by the Elections Administrator as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Elections Administrator is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating political subdivision as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections

Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating political subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

R. Recount.

1. The Political Subdivision shall advise the Elections Administrator if a recount is required by law or requested, and the Elections Administrator and the Political Subdivision shall discuss how such a recount is to be conducted. The Political Subdivision shall reimburse the Elections Administrator for the cost of such a recount, which is not included in the original cost estimate.

S. Schedule for Performance of Services. The Elections Administrator shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Elections Administrator and reimbursed by the Political Subdivision.

U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Guadalupe County will be precleared through the United States Department of Justice by the Elections Administrator with copies of the submission and response e-mailed to the Political Subdivision.

III. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION. The Political Subdivision shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The Political Subdivision shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the Political Subdivision of all actions necessary to call the Election. The Political Subdivision shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The Political Subdivision shall provide the Elections Administrator with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Elections Administrator in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the Political Subdivision shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The Political Subdivision shall prepare the text for the Political Subdivisions official ballot in English and Spanish and provide to the Elections Administrator as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The Political Subdivision shall promptly review for correctness the ballot when requested by the Elections Administrator to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** If a joint election is conducted with Guadalupe County, and the Political Subdivision is wholly contained within Guadalupe County, the Elections Administrator will file the precinct-by-precinct report with the Texas Secretary of State for elections conducted by the Guadalupe County Elections Office. If no joint election is conducted with Guadalupe County or if the Political Subdivision lies within multiple counties, then, utilizing the information provided by the Elections Administrator, the Political Subdivision shall prepare, and file all required precinct by precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The Political Subdivision shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Elections Administrator and the Political Subdivision that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Elections Administrator shall compensate all Election workers in accordance with the Elections Administrator established compensation policies, in accordance with the Texas Election Code and using the rates set by the Guadalupe County Commissioners Court for county elections. The Elections Administrator shall pay the workers and be reimbursed by the entities sharing the polling locations.

V. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Elections Administrator, the Political Subdivision will be charged a share of the Election costs and an administrative fee. The cost distribution is set forth in the Joint Election Agreement. The estimated costs to be paid by the Political Subdivision are set forth in the Cost Estimate.

- B. **Administrative Fee.** The Elections Administrator shall charge a fee equal to 10% of the Political Subdivision's share of the cost of the Election or a minimum of \$75.00.
- C. **Payment.** The Elections Administrator's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the Political Subdivision.

VI. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the Election is to be filed.
 2. The officers who conduct the official canvass of the Election returns.
 3. The authority to serve as custodian of voted ballots or other Election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** The Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Guadalupe County, Texas.
- D. **Election to Resolve a Tie.** If an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:
1. The Political Subdivision and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
 2. The Political Subdivision will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the Election will be borne by the Political Subdivision; the Elections Administrator will work with the Political Subdivision on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto.

- F. Both the Elections Administrator and the Political Subdivision may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Elections Administrator and the governing body of the Political Subdivision or its authorized agent, respectively.
- G. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- H. In the event that legal action is threatened and/or filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, separate and independent legal counsel for the County, the Elections Administrator and additional election personnel as necessary.
- I. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
- J. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- K. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.
- L. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- M. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- N. **Force Majeure.** If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease. "Force Majeure Event" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection,

riot or war, or other similar occurrence. If a party fails to fulfil its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.

O. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Elections Administrator and the Political Subdivision designate the following individuals for submission of information, documents and notice:

For the Guadalupe County Elections Office:

For the POLITICAL SUBDIVISION:
CITY OF NEW BRAUNFELS

Cristian Perez Garcia

Name Gayle Wilkinson, TRMC

Elections Administrator

Title City Secretary/City Administration

3251 North State Hwy 123

Address 550 Landa St.

Seguin, Texas 78155

City, State and Zip New Braunfels, Tx 78130

Tel: (830) 303-6363

Tel. 830-221-4006

Fax: (830) 303-6373

Email: GWilkinson@newbraunfels.gov

Email: cris.perez@guadalupe.tx.gov

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It is on this _____ day of _____, 2026, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It is on this _____ day of _____, 2026, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:

By: _____

By: _____

Cristian Perez Garcia
Elections Administrator

Presiding Officer/Authorized Representative

5/26/2026

Agenda Item No. E)

PRESENTER:

Scott McClelland, Assistant Transportation & Construction Services Director

SUBJECT:

Approval to authorize the City Manager to execute and fund a Public Pedestrian Underpass Agreement with Union Pacific Railroad as part of the Dry Comal Trail, Segment 1, for the construction, use, and maintenance of a 10-foot concrete trail and overhead protection canopy within the Union Pacific Railroad right of way at milepost 227.62.

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: 1

BACKGROUND INFORMATION:

The City of New Braunfels was awarded construction funding through the Alamo Area Metropolitan Planning Organization (AAMPO) Transportation Alternatives program to construct a 10' concrete trail along the Dry Comal Creek from Walnut Avenue to Landa Street, totaling .85 miles. The creek and proposed trail pass through Union Pacific Railroad (UPRR) right of way and under an existing trestle. UPRR will require the City to enter into a Public Pedestrian Underpass Agreement granting the City the right to construct and use this segment of the trail within the UPRR right-of-way. The City will be required to pay the sum of ninety-six thousand seven hundred fifty dollars (\$96,750) upon the execution of this agreement to perform and comply with the terms of the Agreement.

As part of the Underpass Agreement, UPRR has provided an estimate of construction services to be performed by UPRR during construction activities, such as project and construction management, in the amount of one hundred twenty-five thousand dollars (\$125,000) (not including flagging operations). The construction service estimate and flagging costs will be billed as force account work by UPRR once the project has begun. All construction related costs will be part of the overall construction bid costs that will be included in a future council agenda item which is anticipated in May 2027.

ISSUE:

UPRR requires a Public Pedestrian Underpass Agreement to be signed to cross under their existing structure. This connection across the UPRR right-of-way provides for a continuous trail segment for the Dry Comal Creek Trail between Walnut Avenue and Landa Street.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
Organizational Excellence Community Well-Being N/A

-
-
- Increased bikeway, trails, and sidewalk miles.

FISCAL IMPACT:

Park Development Fees will be utilized for the \$96,750 fee associated with the execution of the Underpass Agreement. Funding for the estimated UPRR construction services fees will be identified at the time of construction contract award.

RECOMMENDATION:

Staff recommends approval to authorize the City Manager to execute and fund a Public Pedestrian Underpass Agreement with Union Pacific Railroad as part of the Dry Comal Trail, Segment 1, for construction, use, and maintenance of 10' concrete trail and overhead protection canopy within the Union Pacific Railroad right of way at mile post 227.62 and associated construction and construction services expenditures.

Real Estate Project No.: 0773968

PUBLIC PEDESTRIAN UNDERPASS AGREEMENT

DOT 978241S
227.62 – Austin Subdivision
New Braunfels, Comal County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20__ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 ("Railroad") and **CITY OF NEW BRAUNFELS**, a municipal corporation or political subdivision of the State of Texas to be addressed at 550 Landa Street, New Braunfels, Texas 78130 ("Political Body").

RECITALS:

The Political Body desire to undertake as their project (the "Project") the construction of an at-grade pedestrian trail, including the appurtenances related thereto, including, without limitation, all applicable fencing, warning signs, pedestrian and bicycle control facilities and other related improvements (hereinafter the "Trail") under an existing Railroad trestle (hereinafter the "Structure") that carries the Railroad's trains over Comal Creek at or near Railroad's Milepost 227.62 on Railroad's Austin Subdivision at or near New Braunfels, Comal County, Texas (the "Crossing Area") to accommodate pedestrians and bicyclists. The Crossing Area is generally shown on the location print marked **Exhibit A** attached hereto and hereby made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D.

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT.

For and in consideration of the sum of **Ninety-Six Thousand Seven Hundred Fifty Dollars (\$96,750.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Trail over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0773968

D. In addition to the insurance coverage the Political Body's Contractor is required to obtain pursuant to the CROE Agreement, the Political Body shall, at its sole cost and expense, procure and maintain in effect during the entire term of this Agreement the insurance required in Railroad's Insurance Requirements marked **Exhibit F**, attached hereto and made a part hereof. The insurance to be procured and maintained by the Political Body hereunder shall not be permitted to expire or be canceled unless thirty (30) days prior written notice is provided to the Railroad, and the Political Body shall notify the Railroad of any cancellation, suspension or nonrenewal within seven (7) days of the Political Body's receipt of notice from the insurance company to that effect. Subject to the Railroad's prior review and approval (which approval shall be in the Railroad's sole discretion), the Political Body may self-insure all or a portion of the insurance coverage required to be maintained by the Political Body pursuant to **Exhibit F**.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY THE RAILROAD; BILLING SENT TO POLITICAL BODY POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated December 18, 2025, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **One Hundred Twenty Five Thousand Dollars (\$125,000.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the

Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by the Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Trail and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. DEFERRED SEASONING

The Political Body acknowledges that conditions inherent in the construction of the Trail may delay the complete stabilization of the Structure and Railroad's trackage including, without limitation, new embankment, cuts or fills beyond the construction period. Railroad's operation over such areas during this seasoning period may impose extraordinary maintenance costs in the event of caving, sliding, slipping, sinking or settling, including, without limitation, damage to rip-rapping or protective work in connection therewith, as well as settlement and consolidation of tracks and ballast, until such seasoning period is complete. Therefore, the Political Body shall pay to the Railroad all that part of the cost and expense of extraordinary maintenance (hereinafter referred to as "Deferred Seasoning") associated with the Project which can be attributed to the partial or complete failure of subgrade and/or embankment, settlement, and consolidation of subballast, or roadbed, or any combination thereof, which is incurred during the period commencing immediately following completion of such work by the Political Body or its Contractor and ending five (5) years thereafter. The Deferred Seasoning costs aforesaid shall include reimbursement of the extra cost, in excess of normal maintenance costs, of

maintaining embankments and subgrade and that portion of said tracks above subgrade in accordance with acceptable maintenance standards, and will include cost of maintaining proper alignment, proper surface and use of ballast and other necessary materials. The work of such Deferred Seasoning repair shall normally be performed by the Railroad either with its own forces or through a responsible contractor employed by the Railroad.

Section 11. RAILROAD'S COORDINATION REQUIREMENTS

The Political Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

Section 12. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement shall become effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Trail remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 13. MONITORING AND MITIGATION OBLIGATIONS

The Political Body and the Railroad agree to continually assess and monitor the public's use of the Trail in accordance with the terms of this Agreement and shall reasonably cooperate to address any safety concerns posed by the use of the Trail by the public, including without limitation, mitigating and deterring incidents of trespass by the public on the Railroad's property. Any mitigation strategy proposed by the parties shall take into consideration factors of cost and safety and shall not obstruct or hinder the Railroad's operations. In accordance with Section 8 above, the Railroad shall have the right to review and approve plans for any improvements to be constructed or installed on the Railroad's property as part of any mitigation strategy adopted by the parties under this Section 13.

**Section 14. CONDITIONS TO BE MET BEFORE
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements set forth in the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.
- (v) The Political Body has procured the insurance required under Section 4D above.

Section 15. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Trail shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 16. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 17. SPECIAL PROVISIONS PERTAINING TO AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to

a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

Section 18. LIABILITY

The Political Body, for itself and its successors and assigns, acknowledges that its use and occupancy of the Crossing Area is at the Political Body's own risk, and the Political Body agrees to and does assume all risks thereof and incidental thereto, including without limitation, risks incident to train operations within the Railroad's right of way. The Political Body acknowledges that such use of the Crossing Area for the purposes set forth herein will subject the Railroad's property and operations to additional hazards and liability; and as material consideration for this Agreement, the Political Body, to the extent permitted by law, shall release, save, protect, defend, indemnify and hold harmless the Railroad, and its respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of the Railroad or the Political Body and of any Contractor as well as other persons) or loss of or damage to property whatsoever (including property of or in the custody of the Railroad, the Political Body or any Contractor as well as other property). The Political Body's obligations to indemnify shall accrue when such injury, death, loss or damage occurs or arises from (A) the presence or use of the Trail, (B) the trespass upon the Railroad's right of way and trackage outside of the Crossing Area by the Political Body, its agents, employees, Contractors, invitees or permitted users or (C) a breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

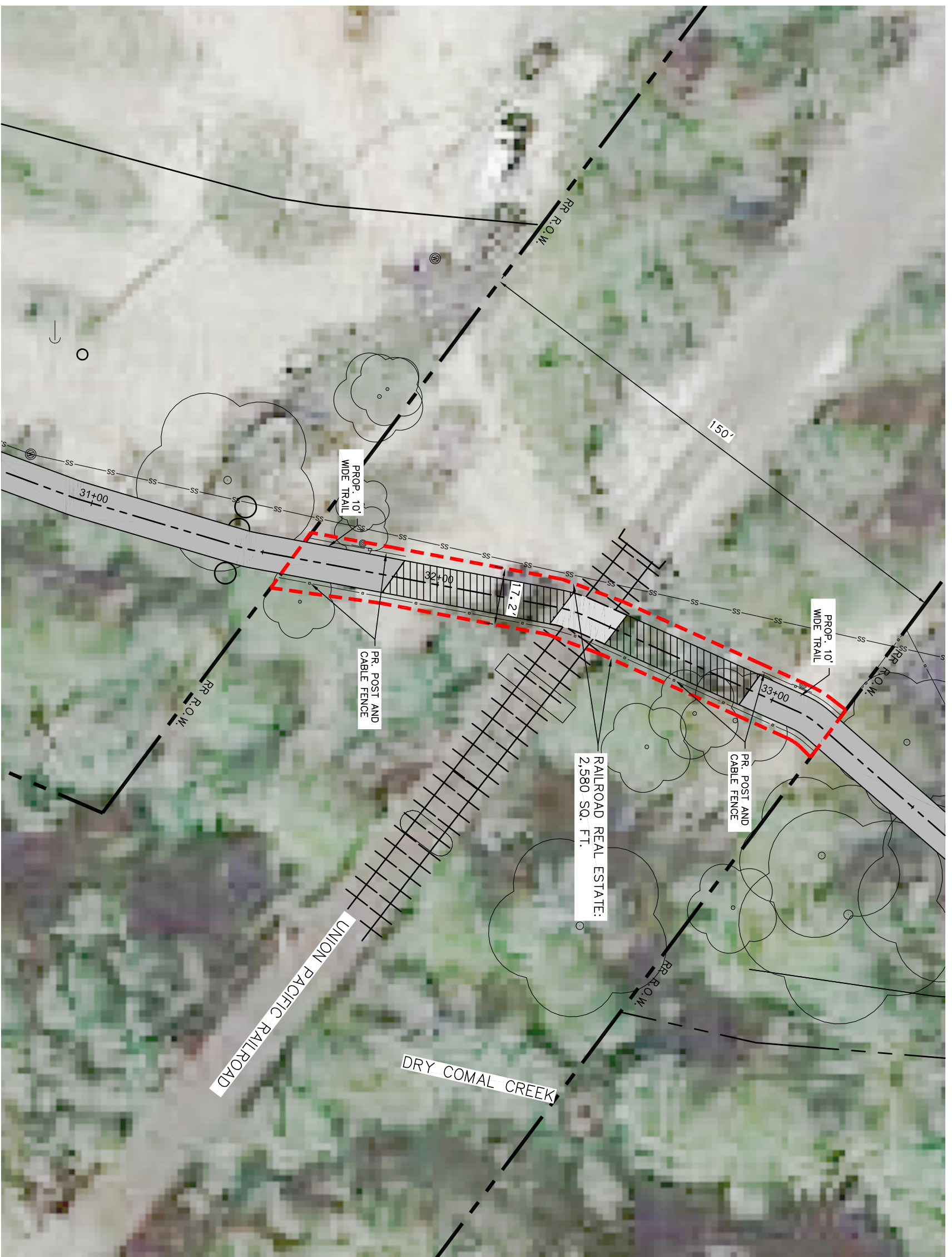
By _____
Printed Name: _____
Title: _____

CITY OF NEW BRAUNFELS

By _____
Printed Name: _____
Title: _____

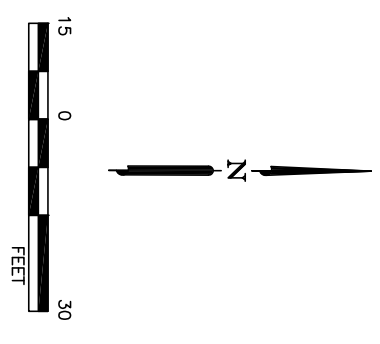
**EXHIBIT A
TO
PUBLIC PEDESTRIAN UNDERPASS AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



LEGEND PLAN:

EXIST EDGE OF ROADWAY	—
EXIST FENCE	—
EXIST UTILITY	—
EXIST RIGHT OF WAY	—
PROPOSED FENCE	—
PROPOSED CONCRETE TRAIL	—
CONCRETE AREA	—
LIMIT OF RAILROAD REAL ESTATE	—



PRELIMINARY

FOR REVIEW ONLY
 Not for construction,
 bidding or permit purposes.

BAIN MEDINA BAIN, INC.

Engineer:
 LORENA CARTER 12/19/2025
 P.E. No. 116832 Date

Texas Department of Transportation
 © 2025 1x007

BAIN MEDINA BAIN, INC.
 ENGINEERS & SURVEYORS
 San Antonio, Texas

DRY COMAL
 HIKE AND BIKE TRAIL
 TRAIL PLAN AND PROFILE
 TRAIL AT RAILROAD CROSSING PLAN

FED. AID DIST. NO.	XX	FEDERAL AID PROJECT NO.	N/A	HIGHWAY NO.	
STATE	TEXAS	DIST.	AUSTIN	COUNTY	COMAL
CONT.	0915	SECT.	17	JOB	077
					SHEET NO.
					25

**EXHIBIT B
TO
PUBLIC PEDESTRIAN UNDERPASS AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Trail and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF TRAIL

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Trail and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Trail and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering - Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Trail.

B. The Railroad, at its expense, will own, maintain, repair and renew, or cause to be maintained, repaired and renewed, including, but not limited to, the rails, ties, ballast and communication and signal facilities owned by the Railroad.

SECTION 6. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Trail, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body

must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body

shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Trail has been completed.

SECTION 8. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Trail, the Structure, and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Trail upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C
TO
PUBLIC PEDESTRIAN UNDERPASS AGREEMENT**

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

EXHIBIT C

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 12/18/2025

LOCATION: Comal Creek Trail
City, State: New Braunfels, Tx
DOT: 978241S

SUBDIVISION: Austin Sub

STATE: Tx

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Submittals	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Management	\$ 125,000	\$ -	\$ -	\$ 125,000.00	\$ 125,000
Digital Observation (*If Required*)	\$ 150/day	\$250/day			
TOTAL PROJECT:	\$ 125,000	\$ -	\$ -	\$ 125,000.00	\$125,000

TOTAL ESTIMATED COST: \$125,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

****Digital Observation (*If Required*) = This will be assessed when determined to be required by UPRR****

Flagging is NOT included in this estimate. Agency's are instructed to follow Union Pacific's Third Party Flagging Policy.

Please utilize the following link to Union Pacific's Third Party Flagging Policy:

https://www.up.com/real_estate/third-party-flagging/index.htm

EXHIBIT D
TO
PUBLIC PEDESTRIAN UNDERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: City of New Braunfels

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Agency's Project Number _____ covering the construction of a pedestrian trail under an existing Railroad bridge.

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Clayton Paslay
254-229-6412
cpaslay@benesch.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Moses Olvera
916-765-0631
mholvera@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the

Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07
C

- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 - 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit E**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 - 1. Description of work to be done.

2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at <https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm>. This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one ft six inches (21.5) foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than fifteen feet (15') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' - 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,400 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E
TO
PUBLIC PEDESTRIAN UNDERPASS AGREEMENT
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____

PM: _____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. 0773968

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

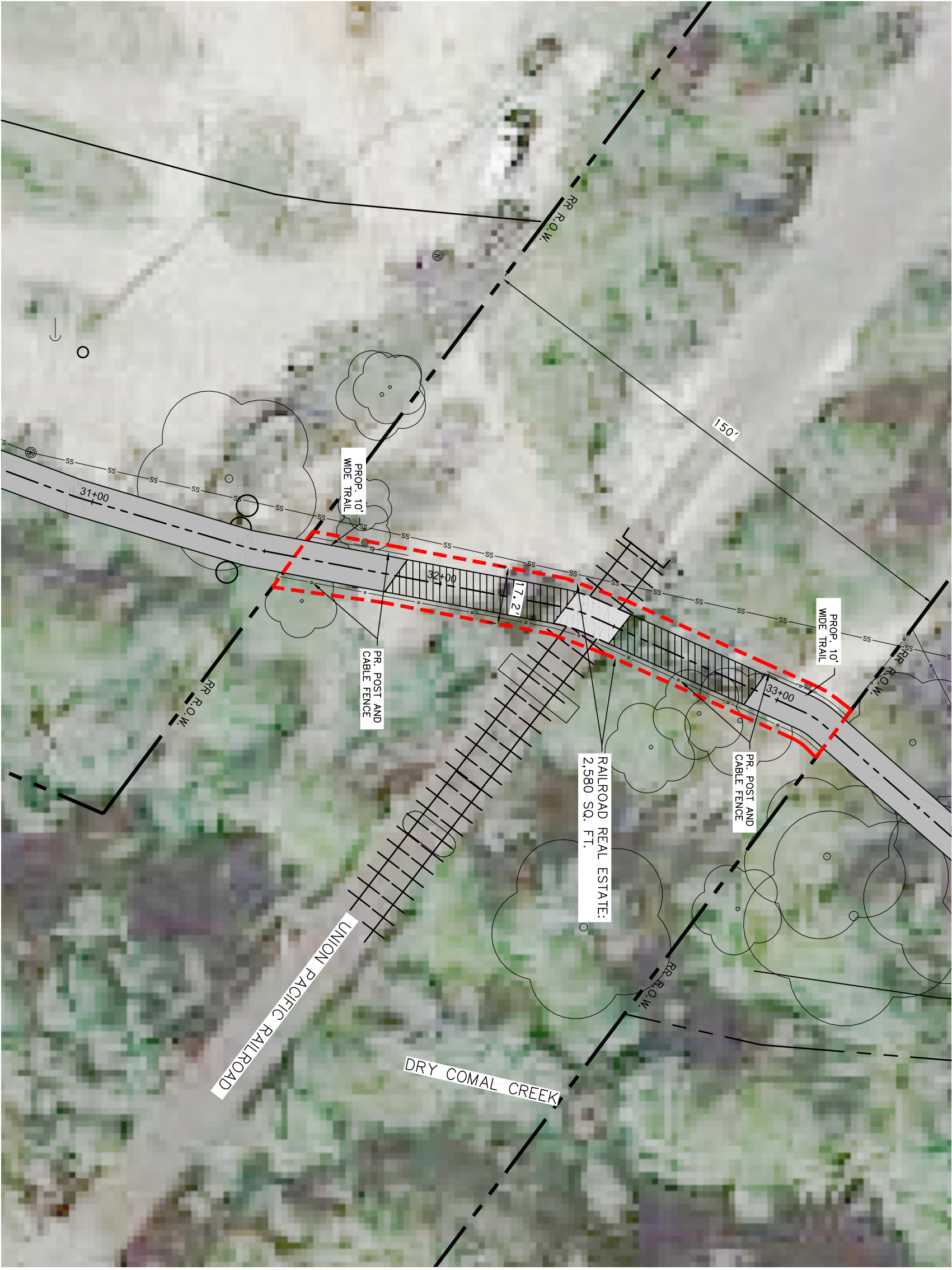
Title: _____

Phone: _____

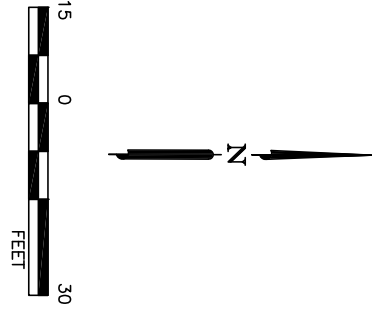
E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



- LEGEND PLAN:**
- EXIST EDGE OF ROADWAY
 - EXIST FENCE
 - EXIST UTILITY
 - EXIST RIGHT OF WAY
 - PROPOSED FENCE
 - PROPOSED CONCRETE TRAIL
 - CONCRETE AREA
 - LIMIT OF RAILROAD REAL ESTATE



PRELIMINARY

FOR REVIEW ONLY
 Not for construction,
 bidding or permit purposes.

BAIN MEDINA BAIN, INC.
 ENGINEERS

Engineer:
 LORENA CARTER 12/19/2025
 P.E. No. 116832 Date

Texas Department of Transportation
 © 2025 1x00T

BAIN MEDINA BAIN, INC.
 ENGINEERS & SURVEYORS
 San Antonio, Texas

**DRY COMAL
 HIKE AND BIKE TRAIL**

TRAIL PLAN AND PROFILE
 TRAIL AT RAILROAD CROSSING PLAN

FED. AID DIV. NO.	XX	FEDERAL AID PROJECT NO.	N/A	HIGHWAY NO.	N/A
STATE	TEXAS	DIST.	AUSTIN	COUNTY	COMAL
CONT.	0915	SECT.	17	JOB	077
					SHEET NO.
					25

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT F
TO
PUBLIC PEDESTRIAN UNDERPASS AGREEMENT

RAILROAD'S INSURANCE REQUIREMENTS

Section 1. REQUIRED INSURANCE.

The Political Body shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the entire term of this Agreement the following insurance coverage. The Political Body shall procure and maintain, or cause to be procured and maintained by its Contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair, renewal, reconstruction or removal work.

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Political Body's statutory liability under the workers' compensation laws of the state where the work is being performed.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If the Political Body is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Consistent with the terms hereof, the Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. The Contractor shall provide this Agreement to the Contractor's insurance agent(s) and/or broker(s), and the Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO THE RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If the Political Body utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in this Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to the Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, the Political Body must furnish to the Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to the Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for the Railroad's negligence whether sole or partial, active or passive, and shall not be limited by the Political Body's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement. The provisions of this Paragraph H regarding the deletion of the punitive damages exclusion shall only apply if permitted by the laws of the state where the Project is located.
- I. The Political Body waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Concurrently with the execution of this Agreement, the Political Body shall furnish the Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to the Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Project is located.
- L. The fact that insurance is obtained by the Political Body will not be deemed to release or diminish the liability of the Political Body, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by the Railroad from the Political Body or any third party will not be limited by the amount of the required insurance coverage.

5/26/2026

Agenda Item No. F)

PRESENTER:

Jared Werner, Assistant City Manager

SUBJECT:

Approval of an adjustment to the authorized Citywide full time equivalent from 902.5 to 907.5 and the appropriate budget amendments.

DEPARTMENT: Various

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:

During the FY 2026 budget process, the City Manager's Office indicated that we would conduct a mid-year review to consider authorizing several resource requests that were not funded in the adopted budget. In addition, due to available alternative funding sources and current needs/new initiatives, several departments brought forward requests for position modifications/additions to be considered as part of that mid-year review. The following adjustments are recommended for City Council consideration.

General Fund

Police Department - Reclass Training Division Specialist from Part-Time Regular to Full Time

The Police Department has been looking at various opportunities to expand recruitment and training efforts in FY 2026, an initiative that aligns to the City's Strategic Plan. To support these efforts, the Police Chief indicated a need to increase this position from part-time regular (.75 FTE) to full time. At this point, if a budget amendment is needed, it will be incorporated towards the end of the fiscal year. The cost will then be fully recognized in the FY 2027 Proposed Budget.

Finance Department - Reclass Treasury Analyst from Part-Time Regular to Full Time

The implementation of the Tourism Public Improvement District will create additional administrative responsibilities. To support this effort, the Finance department has requested to reclassify the current part-time regular Treasury Analyst this fiscal year as the TPID is set to "go-live" on July 1st. The cost for this modification is expected to be funded by the City's portion of the TPID admin fees collected.

Human Resources - Wellness Coordinator from Part-Time Regular to Full Time

The City is self-funded for providing health insurance benefits to employees and dependents. To effectively manage costs, our HR team takes a holistic approach, including wellness initiatives. The City's wellness program is very popular amongst all City team members. To better meet the needs of our employees, the HR team has requested to reclass the current part-time regular Wellness Coordinator to full-time. While self-funded, the city still has a third-party administrator - Blue Cross Blue Shield (BCBS). As part of our contract with

BCBS, the organization receives a wellness credit, which has the capacity to pay for the increased cost of this position, therefore no budget amendment will be necessary.

Development Services Fund

Transportation and Construction Services - Graduate Engineer and Reclassification of Part-Time Regular Permit Specialist to Full Time

At the April 6th City Council meeting, staff provided an update on various modifications made within the Development Services function of the organization. One of the future modifications included the staffing adjustments referenced above. The reclass is intended to provide better customer service at the counter and improve the retention rate of this position while the additional Graduate Engineer will be entirely focused on minimizing 3rd party reviews. The additional costs for FY 2026 are expected to be absorbed within the current allocation within the Development Services Fund; therefore, no budget amendment is necessary.

Parking Fund

Maintenance Worker - Downtown Beautification

At the May 11th City Council meeting, one of the initial proposals from the downtown parking revenue committee was to authorize an additional maintenance worker. This position would be assigned to the Parks and Recreation department and would be part of a landscaping and maintenance team that collectively would provide 40 hours of weekly support to downtown annually. The team will focus on efforts such as litter pickup, landscaping, sidewalk and curb cleaning, graffiti removal, maintenance of public furnishings and more. As there was no employee expenditure funding allocated in the FY 2026 Parking Fund adopted budget, the following budget amendment is recommended for council consideration. The full annual cost will be incorporated into the FY 2027 proposed budget.

Budget Amendment - Increase Employee Expenditures \$20,000

Airport Fund

Line Service Technician and Customer Service Representative

In FY 2026, monthly airport operations increased by 31% in comparison to FY 2025. Fueling operations have also increased significantly by 68% as well. While the increased activity and business at the airport is a positive indicator of the airport's expanding role as an asset for the community, it is placing significant operational strain on the existing staff resources. Overtime expenditures are expected to exceed 300% of the budgeted levels. To ensure safe operations and front counter coverage for operational hours and support continued customer service expectations, it is recommended to add a Line Service Technician and Customer Service Representative. These additions will improve resilience and reduce dependency on excessive overtime, maintain adequate staffing redundancies during peak activity periods, employee leave or vacancies, and support timely fueling, ramp and customer service operations. The budget amendment below will be supported by increased net fuel revenue.

Budget Amendment - Increase Employee Expenditures \$50,000

ISSUE:

Mid-year position modifications recommended by City Manager's Office.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
 Organizational Excellence Community Well-Being N/A

FISCAL IMPACT:

The majority of the position modifications above can be incorporated into current year allocations due to vacancy or operational savings. The only modification requiring a net increase to the General Fund is the police department reclassification, all other adjustments are supported by alternative funding sources, Special Revenue Funds or Enterprise Fund

RECOMMENDATION:

Staff recommends approval

5/26/2026

Agenda Item No. G)

PRESENTER:

Sandy Paulos, Director of Finance

SUBJECT:

Approval of the first reading of an ordinance, of the City Council of the City of New Braunfels, Texas, accepting and approving the 2026 Amended and Restated Service and Assessment Plan and Updated Assessment Roll for the Solms Landing Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

BACKGROUND INFORMATION:

The Solms Landing Public Improvement District (PID) was authorized by City Council on January 14, 2019. The property is approximately 97 acres adjacent to the Creekside shopping area. The purpose of the district is to finance certain improvements authorized by Chapter 372 of the Texas Local Government Code (the PID Act), that promote the interests of the City and confer a special benefit on the Assessed Property within the District.

An ordinance that accepted and approved the Service and Assessment Plan for the District was approved by City Council on November 8, 2021. The PID Act and the terms of the Service and Assessment Plan require that the Service and Assessment Plan be updated annually, along with the Assessment Roll.

This Amended and Restated Service and Assessment Plan and Updated Assessment Roll serves to amend and restate the 2021 Service and Assessment Plan, and any and all previously approved Annual Assessment Plan Updates, in its entirety for the purposes of (1) updating the Authorized Improvements (to allow for drainage channels which are needed for road construction and flood prevention); and (2) updating the Improvement Area #1 Assessment Roll for 2026.

ISSUE:

N/A

FISCAL IMPACT:

There is no direct fiscal impact to the City of New Braunfels associated with the approval of the ordinance referenced above. Administrative costs incurred from administering the PID, along with any debt service related to bonds issued for the PID, will be covered from the assessments levied on the properties within the Solms Landing development.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS ACCEPTING AND APPROVING THE 2026 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLL FOR THE SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on January 14, 2019, after due notice, the City Council (the “City Council”) of the City of New Braunfels (the “City”) held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”) and on January 14, 2019 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the “Authorization Resolution”) adopted by a majority of the members of the City Council, authorized and created the Solms Landing Public Improvement District (the “District”) in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, pursuant to the PID Act, the City Council published notice and convened a public hearing on November 8, 2021, regarding the levy of Assessments against benefitted property located in the District and the levy of Assessments against benefitted property located in the District; and

WHEREAS, on November 8, 2021, the City Council, after such notice and public hearing, adopted an ordinance (the “Assessment Ordinance”) accepting and approving a service and assessment plan for the District (as updated and amended from time to time, the “2021 Service and Assessment Plan”), approving the Assessment Roll attached thereto as Exhibit F (the “Assessment Roll”) and levying the Assessments on the Assessed Property within the District; and

WHEREAS, pursuant to the PID Act and to the terms of the 2021 Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Roll (each an “Annual Service Plan Update”); and

WHEREAS, the 2026 Amended and Restated Service and Assessment Plan and Updated Assessment Roll attached hereto as Exhibit A (the “2026 Amended and Restated SAP”) serves to amend and restate the 2021 Service and Assessment Plan, and any and all previously approved Annual Service Plan Updates, in its entirety for the purposes of (1) updating the Authorized Improvements; and (2) updating the Improvement Area #1 Assessment Roll for 2026; and

WHEREAS, the 2026 Amended and Restated SAP serves as the annual update of the Service and Assessment Plan for 2026; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving this 2026 Amended and Restated SAP; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the 2026 Amended and Restated SAP.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. 2026 Amended and Restated Service and Assessment Plan and Updated Assessment Roll.

The 2026 Amended and Restated SAP, attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Roll with the Comal County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the 2026 Amended and Restated SAP, to be filed with the County Clerk of Comal County to be recorded in the real property records of Comal County, not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Amended and Restated SAP.

SECTION 5. Governing Law.

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

SECTION 6. Effect of Headings.

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

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances

shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 9. Effective Date.

This Ordinance shall take effect and be in force immediately from and after its adoption on the last date shown below in accordance with Texas Government Code, Section 1201.028, as amended. This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office.

PASSED AND APPROVED: First reading this the 26th day of May, 2026.

PASSED AND APPROVED: Second reading this the 8th day of June, 2026.

CITY OF NEW BRAUNFELS, TEXAS

Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED:

Nathan Brown, Senior Assistant City Attorney

Solms Landing Public Improvement District

AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN
MAY 26, 2026



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this 2026 A&R Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 A&R Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2026 A&R Service and Assessment Plan, or an Exhibit attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes.

On January 14, 2019, the City Council passed and approved Resolution No. 2019-R09 authorizing the creation of the Solms Landing Public Improvement District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**.

On April 12, 2021, the City Council approved Resolution No. 2021-R14 approving the Amended & Restated Petition for The Creation of a Public Improvement District to Finance Improvements to Solms Landing Development.

On November 8, 2021, the City Council approved Ordinance No. 21-1177 which approved the 2021 Service and Assessment Plan for the District and levied Improvement Area #1 Assessments to finance the Improvement Area #1 Authorized Improvements to be constructed for the benefit of certain Assessed Property within the District.

On August 22, 2022, the City Council approved Ordinance No. 2022-56 which approved the 2022 Annual Service Plan Update. The 2022 Annual Service Plan Update updated the Improvement Area #1 Assessment Roll for 2022.

On August 28, 2023, the City Council approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 2023-59 which updated the Improvement Area #1 Assessment Roll for 2023.

On August 15, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 2024-61 which updated the Improvement Area #1 Assessment Roll for 2024.

On August 11, 2025, the City Council approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 2025-49 which updated the Improvement Area #1 Assessment Roll for 2025.

This 2026 A&R Service and Assessment Plan serves to amend and restate the 2021 Service and Assessment Plan, and any and all previously approved Annual Service Plan Updates, in its entirety for the purposes of (1) updating the Authorized Improvements; and (2) updating the Improvement Area #1 Assessment Roll for 2026.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**.

SECTION I: DEFINITIONS

“2021 Assessment Ordinance” means the Assessment Ordinance No. 21-1177 approved and adopted by the City Council on November 8, 2021, which levied the Improvement Area #1 Assessment against the Improvement Area #1 Assessed Property and approved the 2021 Service and Assessment Plan.

“2021 Service and Assessment Plan” means the Solms Landing Public Improvement District Service and Assessment Plan that was approved by the City Council on November 8, 2021.

“2026 A&R Service and Assessment Plan” means this Solms Landing Public Improvement District 2026 Amended and Restated Service and Assessment Plan as updated, amended, and supplemented from time to time, which replaces, in its entirety, the 2021 Service and Assessment Plan.

“Actual Costs” means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, and miscellaneous expenses.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means an interest charged on the Assessments not to exceed 0.50% of the actual interest rate charged on PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2026 A&R Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the

Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2026 A&R Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Annual Service Plan Update” means an update to the 2026 A&R Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means any ordinance adopted by the City Council in accordance with the Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**.

“Authorized Improvements” mean improvements authorized by Section 372.003 of the Act as more specifically described in **Section III** and depicted on **Exhibit G-1, Exhibit G-2, and Exhibit G-3**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of New Braunfels, Texas.

“City Owned Improvements” mean improvements that have already been dedicated to the City. These improvements are not eligible for repayment with PID Bonds.

“City Council” means the governing body of the City.

“County” means Comal County, Texas.

“Delinquent Collection Costs” mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

“District” means the approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**.

“District Formation Expenses” means the costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1.

“Improvement Area #1” means approximately 59.26 acres located within the District, as shown on **Exhibit A-2** and more specifically described in **Exhibit J-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for Improvement Area #1 attached as **Exhibit F-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Bonds” mean those certain “City of New Braunfels, Texas, Assessment Revenue Bonds, Series 2022 (Solms Landing Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” mean Improvement Area #1’s allocable share of the Authorized Improvements.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and

approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

“Lot Type Condo” means a Lot designated as a single-family condominium residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Dog Park Cantina” means a Lot designated as a dog park cantina lot by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Live Work” means a Lot designated as a mixed-use residential and commercial lot by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Market” means a Lot designated as a commercial lot anticipated to be developed into market space by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Multi-Family” means a Lot designated as a multi-family residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Music Venue” means a Lot designated as a commercial lot anticipated to be developed into a music venue by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Office” means a Lot designated as a commercial lot anticipated to be developed into office space by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Senior Housing” means a Lot designated as an independent senior living residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Single Family” means a Lot designated as a single-family residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

“Lot Type Townhome” means a Lot designated as a single-family townhome residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

“Maximum Assessment” means, for each Lot Type within the District, an amount that will not exceed the amounts shown on **Exhibit E**. In the event any final plat creates a new Lot Type that differs from what is shown on **Exhibit E**, this 2026 A&R Service and Assessment Plan will be updated to reflect the new Lot Type, and the Maximum Assessment for the new Lot Type created by the final plat shall be an amount that results in the average Annual Installment not to exceed \$0.50 per \$100 of estimated buildout value calculated per **Section VI** to such new Lot Type. The Maximum Assessment shall only be calculated upon the filing of a final plat with the County.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

“Notice of Assessment Termination” means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit H**.

“Owner” means Solms Landing Development, LLC a Texas limited liability company and its successors and assigns.

“Parcel(s)” means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Comal Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean bonds issued by the City that are secured by Assessments levied on Assessed Property within the District, including, but not limited to, the Improvement Area #1 Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

“Prepayment Costs” mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**.

Improvement Area #1 includes approximately 59.26 acres as more particularly described by metes and bounds on **Exhibit J-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to contain 305 multi-family living units, 117 townhomes, 60 single-family homes, 200 senior living units, 75,000 square feet of office, 40,000 square feet of music venue, 15,000 square feet of market, 95 condos and 50 live work units and a 1.5 acre dog park cantina.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements has or will be designed and constructed in accordance with City standards and is or will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

- *Streets*

Improvements including subgrade stabilization (including soil treatment and compaction), concrete and reinforcing steel for roadways, asphalt roadways, testing, handicapped ramps, streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting, other materials or work that would be necessary to complete a project, and re-vegetation of all disturbed areas within the right-of-way are included.

- *Drainage*

Improvements including earthen channels, gabion baskets, rock walls, storm drains, swales, curb and drop inlets, piping and boxes, headwalls, detention facilities, concrete flumes, rock rip rap, concrete outfalls, drainage channels, and testing as well as all related earthwork, excavation, and erosion control and all other necessary appurtenances to provide storm drainage for Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, excavation, low impact design features, and erosion control and all other necessary appurtenances required to provide water service to Improvement Area #1.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, piping, manholes, lift station improvements and modifications, force mains, service connections, testing, related earthwork, excavation, and erosion control and all other necessary appurtenances required to provide wastewater service to Improvement Area #1.

- *Landscaping, Parks and Trails*

Improvements consist of installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, parks, open space, fitness stations and trails.

- *City Dedicated ROW*

The Owner dedicated the right of way shown on **Exhibit G-2** to the City. The right of way is a City Owned Improvement and is not eligible to be reimbursed.

- *District Formation Expenses*

Costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, jurisdictional permitting, engineering, soil testing, surveying, construction management, testing, and costs and expenses directly associated with forming the District.

B. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in the Indenture.

- *Underwriter's Discount*
Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.
- *Cost of Issuance*
Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

SECTION IV: SERVICE PLAN

The Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 A&R Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Improvement Area #1 Improvements shall be allocated 100% to the Improvement Area #1 Assessed Property. Upon subdivision of the Improvement Area #1 Assessed Property, the Actual Costs of the Improvement Area #1 Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

By the approval of the 2021 Assessment Ordinance, Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property, and outstanding in the amount shown in the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- Improvement Area #1
 1. The costs of the Authorized Improvements equal \$9,376,656 as shown on **Exhibit B**; and
 2. The Improvement Area #1 Assessed Property receives special benefit equal to or greater than the Improvement Area #1 Improvements; and
 3. By the approval of the 2021 Assessment Ordinance, the Improvement Area #1 Assessed Property were allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Improvements, which equaled \$8,828,000, of which \$8,163,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F-1**; and
 4. The special benefit (\geq \$9,376,656) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Improvements is equal to the amount of

Improvement Area #1 Assessments (\$8,828,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Improvements; and

5. At the time the City Council approved the 2021 Assessment Ordinance, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2021 Service and Assessment Plan and the 2021 Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for the newly divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the Estimated Buildout Value of the newly divided Assessed Property
- D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on buildout value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

- A = the Assessment for the newly subdivided Lot
- B = the Assessment for the Parcel prior to subdivision
- C = the sum of the estimated average buildout value of all newly subdivided Lots with the same Lot Type
- D = the sum of the estimated average buildout value for all the newly subdivided Lots excluding Non-Benefitted Property
- E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section

shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit E** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Upon submission of a preliminary plat and/or site plan by the Owner to the City, the Owner shall provide the City the gross building square footage and use type for land included in the preliminary plat and/or site plan for each Lot anticipated to be created by the preliminary plat and/or site plan considering factors that may impact value. The Administrator will review the preliminary plat and/or site plan to determine if such plat and/or site plan will or will not result in the Improvement Area #1 Assessment per Lot for any Lot Type within the preliminary plat and/or site plan exceeding the Maximum Assessment. If the Administrator determines the preliminary plat and/or site plan results in an Improvement Area #1 Assessment per Lot for any Lot Type exceeding the Maximum Assessment, prior to the City issuing any building permit for any such Lot described in the reviewed preliminary plat or site plan, the Owner will make a Prepayment in an amount sufficient to reduce the Improvement Area #1 Assessment for each Lot within such preliminary plat and/or site plan to the Maximum Assessment (defined as "Improvement Area #1 True-Up"). The City's approval of an Annual Service Plan Update, a preliminary plat, or a site plan without payment of such Prepayment amounts does not eliminate the obligation of the Owner to pay such amounts.

The total Estimated Buildout Value for Improvement Area #1 as shown in **Exhibit E** of this 2026 A&R Service and Assessment Plan, will not change, and the Estimated Buildout Value per Unit/Square Foot will not change for the purposes of the Improvement Area #1 True-Up.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become

Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit H**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as

a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the **“Remaining Property”**) following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2026 A&R Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on

the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the projected Annual Installments for Improvement Area #1. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the PID Bonds shall be due when billed and shall be delinquent if not paid prior to February 1, 2022. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this 2026 A&R Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 A&R Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 A&R Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 A&R Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 A&R Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 A&R Service and Assessment Plan; (2) administer the District for and on behalf of and at the

direction of the City Council; and (3) interpret the provisions of this 2026 A&R Service and Assessment Plan. Interpretations of this 2026 A&R Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2026 A&R Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this 2026 A&R Service and Assessment Plan (October Update), or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2026 A&R Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2026 A&R Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

A. Parcel Subdivision

Improvement Area #1

The following plats and horizontal condo regimes have been recorded within Improvement Area #1:

- The Final Plat of Solms Landing, Unit 1A was filed and recorded with the County on September 15, 2020, and consists of 60 Lots classified as Lot Type Single Family and 4 Lots classified as Non-Benefited Property.
- The Final Plat of Solms Landing, Collector Phase 1 was filed and recorded with the County on July 16, 2021, and consists entirely of Non-Benefited Property.

- The Final Plat of Solms Landing, Unit 1B was filed and recorded with the County on January 13, 2022, and consists of 1 Lot anticipated to be developed into 117 Lots classified as Lot Type Townhome.
- The Final Plat of Solms Landing Collector Phase 1A was filed and recorded with the County on April 4, 2022, and consists entirely of Non-Benefited Property.
- The Declaration of Condominium Regime for Solms Landing Condominiums was filed and recorded with the County on June 24, 2022, and created 37 Parcels classified as Lot Type Townhome.
- The Final Plat of Solms Senior Living was filed and recorded with the County on January 25, 2023, and consists of 1 Lot anticipated to developed into 200 Lots classified as Lot Type Senior Housing.
- The Final Plat of Solms Landing Subdivision Unit 1C was filed and recorded with the County on January 25, 2023 and consists of 4 Lots anticipated to developed into 95 Lots classified as Lot Type Condos, 1 Lot Type Dog Park Cantina, 15,000 square feet of Lot Type Market, 75,000 square feet of Lot Type Office and 40,000 square feet of Lot Type Music Venue.
- The Final Plat of Solms Landing, Tract 49 was filed and recorded with the County on January 26, 2023, and consists of 1 Lot anticipated to developed into 305 Lots classified as Lot Type Multi-Family and 50 Lots classified as Lot Type Live Work.
- The First Amendment to Declaration of Condominium Regime for Solms Landing Condominiums was filed and recorded with the County on June 26, 2023, and created a total of 117 Parcels classified as Lot Type Townhome, including the Parcels already created by the Declaration of Condominium Regime for Solms Landing Condominiums.

See the completed Lot Type classification summary within Improvement Area #1 below:

Lot Type	Total
<i>Improvement Area #1</i>	
Unit Count	
Multi-Family	305
Townhomes	117
Single Family	60
Senior Housing	200
Condos	95
Dog Park Cantina	1
Total	778
SqFt Count	
Office	75,000
Music Venue	40,000
Market	15,000
Live Work	50
Total	130,050

See **Exhibit A-3** for the Lot Type classification map.

B. Lot and Home Sales

Improvement Area #1

Per the Developer, as of September 30, 2025, the lot ownership composition is provided below:

Lot Type	Developer Owned	Homebuilder Owned	End-User Owned	Total
<i>Improvement Area #1</i>				
Unit Count				
Multi-Family	305	0	0	305
Townhomes	0	90	27	117
Single Family	0	36	24	60
Senior Housing	200	0	0	200
Condos	95	0	0	95
Dog Park Cantina	1	0	0	1
Total	601	126	51	778
SqFt Count				
Office	75,000	0	0	75,000
Music Venue	40,000	0	0	40,000
Market	15,000	0	0	15,000
Live Work	50	0	0	50
Total	130,050	0	0	130,050

See **Appendix B** for the buyer disclosures.

C. Outstanding Assessment

Improvement Area #1

Net of the Annual Installment due January 31, 2026, Improvement Area #1 has an outstanding Assessment of \$8,163,000.00.

D. Annual Installment Due 1/31/2027

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Improvement Area #1 Annual Installment due January 31, 2027, is \$557,882.50.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$448,965.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Improvement Area #1 Assessments, resulting in an Additional Interest amount due of \$40,815.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs due January 31, 2027, budgeted for the Annual Installment is \$40,388.46.

Improvement Area #1	
Due January 31, 2027	
Principal	\$ 182,000.00
Interest	375,882.50
	\$ 557,882.50
Additional Interest	\$ 40,815.00
Annual Collection Costs	\$ 40,388.46
Total Annual Installment	\$ 639,085.96

See below for a table showing the breakdown of the Annual Collection Costs for the Annual Installments due 1/31/2027.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	\$ 32,472.96
City Auditor	2,500.00
Filing Fees	1,000.00
PID Trustee Fees	3,500.00
P3 Works Dev/Issuer CDA Review	2,300.00
Collection Costs Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(12,884.50)
Arbitrage Calculation	1,500.00
Total Annual Collection Costs	\$ 40,388.46

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes:

- Exhibit A-1** District Boundary Map
- Exhibit A-2** Improvement Area #1 Boundary Map
- Exhibit A-3** Lot Type Classification Map
- Exhibit B** Project Costs
- Exhibit C** Service Plan
- Exhibit D** Sources and Uses
- Exhibit E** Maximum Assessment and Tax Rate Equivalent
- Exhibit F-1** Improvement Area #1 Assessment Roll
- Exhibit F-2** Improvement Area #1 Annual Installments
- Exhibit G-1** Map of Authorized Improvements
- Exhibit G-2** Map of City Dedicated ROW
- Exhibit G-3** Map of Additional Authorized Improvements
- Exhibit H** Notice of PID Assessment Termination
- Exhibit I** Improvement Area #1 Bonds Debt Service Schedule
- Exhibit J-1** District Legal Description
- Exhibit J-2** Improvement Area #1 Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes:

- Appendix A** Engineer's Report
- Appendix B** Buyer Disclosures

EXHIBIT A-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

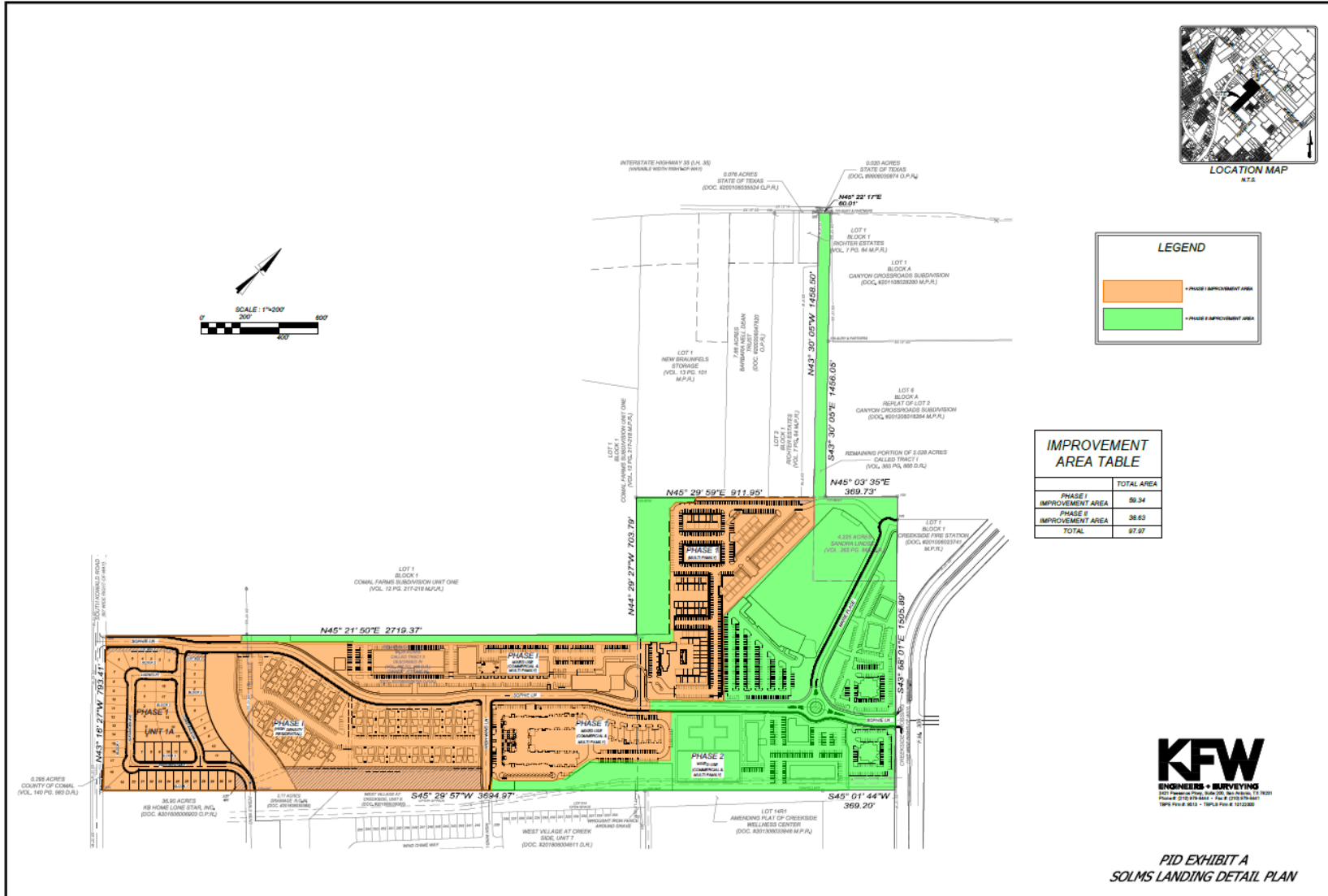


EXHIBIT A-3 – LOT TYPE CLASSIFICATION MAP

- | | | |
|--|---|---|
| ■ SINGLE FAMILY HOMES (60 UNITS) | ■ LIVE / WORK (125 UNITS) | ■ MUSIC VENUE (40,000 SQFT) |
| ■ TOWNHOMES (110 UNITS) | ■ DOG PARK (5,000 SQFT) | ■ RETAIL (15,000 SQFT) |
| ■ CONDOS (190 UNITS) | ■ MARKET (15,000 SQFT) | ■ FOOD AND BEV (52,000 SQFT) |
| ■ APARTMENTS (305 UNITS) | ■ OFFICE (260,000 SQFT) | |
| ■ SENIOR HOUSING (200 UNITS) | ■ HOTEL (110 KEYS) | |

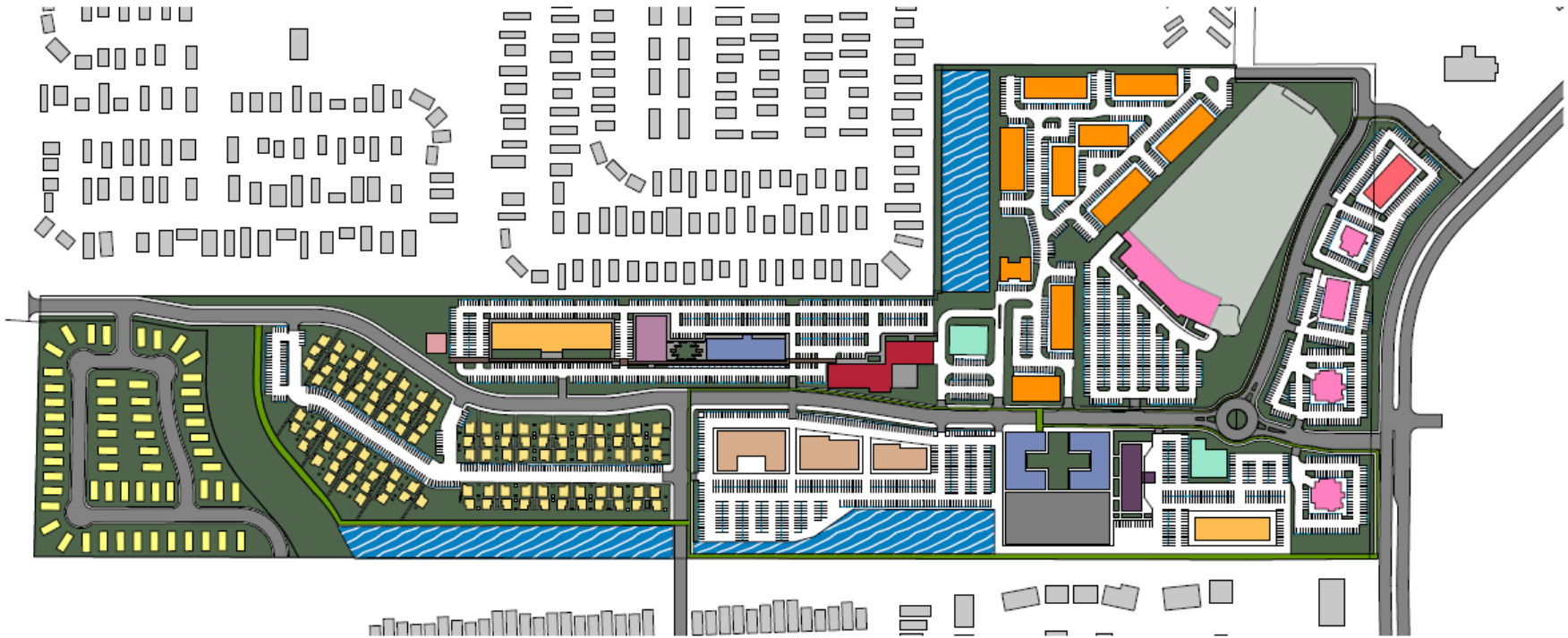


EXHIBIT B – PROJECT COSTS

	Total Costs ^[a]	Change in Costs ^[b]	Updated Budget	City Owned Improvements ^[a]	Improvement Area #1 ^[a]
	(1)	(2)	(3) = (1) + (2)		
<i>Improvement Area #1 Improvements</i>					
Streets	\$ 3,568,974	\$ -	\$ 3,568,974	\$ 804,399	\$ 2,764,575
Drainage	1,855,248	548,656	2,403,904	68,279	2,335,625
Water	476,899	-	476,899	162,250	314,649
Sanitary Sewer	325,050	-	325,050	179,920	145,130
Landscaping, Parks and Trails	645,181	-	645,181	-	645,181
City Dedicated ROW	556,122	-	556,122	556,122	-
District Formation Expenses ^[c]	264,086	-	264,086	-	264,086
Soft Costs ^[d]	1,567,932	-	1,567,932	226,185	1,341,747
	\$ 9,259,492	\$ 548,656	\$ 9,808,148	\$ 1,997,155	\$ 7,810,993
<i>Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 568,793	\$ -	\$ 568,793	\$ -	\$ 568,793
Capitalized Interest	284,436	-	284,436	-	284,436
Underwriter Discount	264,840	-	264,840	-	264,840
Cost of Issuance	447,594	-	447,594	-	447,594
	\$ 1,565,663	\$ -	\$ 1,565,663	\$ -	\$ 1,565,663
Total	\$ 10,825,155	\$ 548,656	\$ 11,373,811	\$ 1,997,155	\$ 9,376,656

Notes:

[a] Per the KFW Engineering Report dated September 2021. City Owned Improvements are not eligible for reimbursement to the Owner.

[b] Per the Change Order #6 provided by the Owner dated August 2022, attached hereto as **Appendix A** and shown on **Exhibit G-3**.

[c] Includes 1st year Annual Collection Costs of \$40,000.

[d] Inclusive of a 4% project Management Fee.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
<i>Improvement Area #1 Bonds</i>						
Principal		\$ 182,000.00	\$ 189,000.00	\$ 198,000.00	\$ 206,000.00	\$ 215,000.00
Interest		375,882.50	368,147.50	360,115.00	351,700.00	342,945.00
	(1)	<u>\$ 557,882.50</u>	<u>\$ 557,147.50</u>	<u>\$ 558,115.00</u>	<u>\$ 557,700.00</u>	<u>\$ 557,945.00</u>
Additional Interest	(2)	\$ 40,815.00	\$ 39,905.00	\$ 38,960.00	\$ 37,970.00	\$ 36,940.00
Annual Collection Costs	(3)	\$ 40,388.46	\$ 52,808.42	\$ 53,864.59	\$ 54,941.88	\$ 56,040.72
Total Annual Installment	(4) = (1) + (2) + (3)	<u>\$ 639,085.96</u>	<u>\$ 649,860.92</u>	<u>\$ 650,939.59</u>	<u>\$ 650,611.88</u>	<u>\$ 650,925.72</u>

EXHIBIT D – SOURCES AND USES

		Improvement Area #1
Sources of Funds		
Improvement Area #1 Bond Par	\$	8,828,000
Owner Contribution ^[a]		548,656
Total Sources	\$	9,376,656
Uses of Funds		
Authorized Improvements	\$	7,546,907
District Formation Expenses		264,086
	\$	7,810,993
<i>Bond Issuance Costs</i>		
Reserve Fund	\$	568,793
Capitalized Interest		284,436
Underwriter's Discount		264,840
Cost of Issuance		447,594
	\$	1,565,663
Total Uses	\$	9,376,656

Notes:

[a] With the exception of certified Authorized Improvement amounts to be reimbursed to the Owner due to cost underruns or interest earnings, amounts are not reimbursable to the Owner by PID Assessments or PID Bonds.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units/ Square Feet ^[a]	Estimated Buildout Value ^[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
<i>Improvement Area #1</i>								
Multi-Family	305	\$ 114,754	\$ 35,000,000	\$ 5,491.65	\$ 1,674,952	\$ 427.74	\$ 130,459	\$ 0.3727
Townhomes	117	\$ 275,000	\$ 32,175,000	\$ 13,160.34	\$ 1,539,760	\$ 1,025.04	\$ 119,929	\$ 0.3727
Single Family	60	\$ 400,000	\$ 24,000,000	\$ 19,142.31	\$ 1,148,539	\$ 1,490.96	\$ 89,458	\$ 0.3727
Senior Housing	200	\$ 113,000	\$ 22,600,000	\$ 5,407.70	\$ 1,081,541	\$ 421.20	\$ 84,239	\$ 0.3727
Office	75,000	\$ 133	\$ 9,975,000	\$ 6.36	\$ 477,361	\$ 0.50	\$ 37,181	\$ 0.3727
Music Venue	40,000	\$ 188	\$ 7,520,000	\$ 9.00	\$ 359,875	\$ 0.70	\$ 28,030	\$ 0.3727
Market	15,000	\$ 167	\$ 2,505,000	\$ 7.99	\$ 119,879	\$ 0.62	\$ 9,337	\$ 0.3727
Condos	95	\$ 236,842	\$ 22,500,000	\$ 11,334.26	\$ 1,076,755	\$ 882.81	\$ 83,867	\$ 0.3727
Live Work	50	\$ 250,000	\$ 12,500,000	\$ 11,963.95	\$ 598,197	\$ 931.85	\$ 46,593	\$ 0.3727
Dog Park Cantina	1	\$ 1,800,000	\$ 1,800,000	\$ 86,140.41	\$ 86,140	\$ 6,709.33	\$ 6,709	\$ 0.3727
Improvement Area #1 Subtotal	130,828		\$ 170,575,000		\$ 8,163,000		\$ 635,802	

Notes:

[a] As provided in the Developer model dated 8/17/2020 and updated 4/1/2025.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2027
438546	Single Family		\$ 19,142.31	\$ 1,498.66
438547	Single Family		\$ 19,142.31	\$ 1,498.66
438548	Single Family		\$ 19,142.31	\$ 1,498.66
438549	Single Family		\$ 19,142.31	\$ 1,498.66
438550	Single Family		\$ 19,142.31	\$ 1,498.66
438551	Single Family		\$ 19,142.31	\$ 1,498.66
438552	Single Family		\$ 19,142.31	\$ 1,498.66
438553	Single Family		\$ 19,142.31	\$ 1,498.66
438554	Single Family		\$ 19,142.31	\$ 1,498.66
438555	Single Family		\$ 19,142.31	\$ 1,498.66
438556	Single Family		\$ 19,142.31	\$ 1,498.66
438557	Single Family		\$ 19,142.31	\$ 1,498.66
438558	Single Family		\$ 19,142.31	\$ 1,498.66
438559	Single Family		\$ 19,142.31	\$ 1,498.66
438560	Single Family		\$ 19,142.31	\$ 1,498.66
438561	Single Family		\$ 19,142.31	\$ 1,498.66
438562	Single Family		\$ 19,142.31	\$ 1,498.66
438563	Single Family		\$ 19,142.31	\$ 1,498.66
438564	Single Family		\$ 19,142.31	\$ 1,498.66
438565	Single Family		\$ 19,142.31	\$ 1,498.66
438566	Single Family		\$ 19,142.31	\$ 1,498.66
438567	Single Family		\$ 19,142.31	\$ 1,498.66
438568	Single Family		\$ 19,142.31	\$ 1,498.66
438569	Single Family		\$ 19,142.31	\$ 1,498.66
438570	Single Family		\$ 19,142.31	\$ 1,498.66
438571	Single Family		\$ 19,142.31	\$ 1,498.66
438572	Single Family		\$ 19,142.31	\$ 1,498.66
438573	Single Family		\$ 19,142.31	\$ 1,498.66
438574	Single Family		\$ 19,142.31	\$ 1,498.66
438575	Single Family		\$ 19,142.31	\$ 1,498.66
438576	Single Family		\$ 19,142.31	\$ 1,498.66
438577	Non-Benefited Property		\$ -	\$ -
438578	Non-Benefited Property		\$ -	\$ -
438579	Single Family		\$ 19,142.31	\$ 1,498.66
438580	Single Family		\$ 19,142.31	\$ 1,498.66
438581	Single Family		\$ 19,142.31	\$ 1,498.66
438582	Single Family		\$ 19,142.31	\$ 1,498.66
438583	Single Family		\$ 19,142.31	\$ 1,498.66
438584	Single Family		\$ 19,142.31	\$ 1,498.66
438585	Single Family		\$ 19,142.31	\$ 1,498.66

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2027
438586	Single Family		\$ 19,142.31	\$ 1,498.66
438587	Single Family		\$ 19,142.31	\$ 1,498.66
438588	Single Family		\$ 19,142.31	\$ 1,498.66
438589	Single Family		\$ 19,142.31	\$ 1,498.66
438590	Non-Benefited Property		\$ -	\$ -
438591	Non-Benefited Property		\$ -	\$ -
438592	Single Family		\$ 19,142.31	\$ 1,498.66
438593	Single Family		\$ 19,142.31	\$ 1,498.66
438594	Single Family		\$ 19,142.31	\$ 1,498.66
438595	Single Family		\$ 19,142.31	\$ 1,498.66
438596	Single Family		\$ 19,142.31	\$ 1,498.66
438597	Single Family		\$ 19,142.31	\$ 1,498.66
438598	Single Family		\$ 19,142.31	\$ 1,498.66
438599	Single Family		\$ 19,142.31	\$ 1,498.66
438600	Single Family		\$ 19,142.31	\$ 1,498.66
438601	Single Family		\$ 19,142.31	\$ 1,498.66
438602	Single Family		\$ 19,142.31	\$ 1,498.66
438603	Single Family		\$ 19,142.31	\$ 1,498.66
438604	Single Family		\$ 19,142.31	\$ 1,498.66
438605	Single Family		\$ 19,142.31	\$ 1,498.66
438606	Single Family		\$ 19,142.31	\$ 1,498.66
438607	Single Family		\$ 19,142.31	\$ 1,498.66
438608	Single Family		\$ 19,142.31	\$ 1,498.66
438609	Single Family		\$ 19,142.31	\$ 1,498.66
445863	Non-Benefited Property		\$ -	\$ -
445864	Non-Benefited Property		\$ -	\$ -
463581	Townhomes		\$ 13,160.34	\$ 1,030.33
463582	Townhomes		\$ 13,160.34	\$ 1,030.33
463583	Townhomes		\$ 13,160.34	\$ 1,030.33
463584	Townhomes		\$ 13,160.34	\$ 1,030.33
463585	Townhomes		\$ 13,160.34	\$ 1,030.33
463586	Townhomes		\$ 13,160.34	\$ 1,030.33
463587	Townhomes		\$ 13,160.34	\$ 1,030.33
463588	Townhomes		\$ 13,160.34	\$ 1,030.33
463589	Townhomes		\$ 13,160.34	\$ 1,030.33
463590	Townhomes		\$ 13,160.34	\$ 1,030.33
463591	Townhomes		\$ 13,160.34	\$ 1,030.33
463592	Townhomes		\$ 13,160.34	\$ 1,030.33
463593	Townhomes		\$ 13,160.34	\$ 1,030.33
463594	Townhomes		\$ 13,160.34	\$ 1,030.33

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2027
463595	Townhomes		\$ 13,160.34	\$ 1,030.33
463596	Townhomes		\$ 13,160.34	\$ 1,030.33
463597	Townhomes		\$ 13,160.34	\$ 1,030.33
463598	Townhomes		\$ 13,160.34	\$ 1,030.33
463599	Townhomes		\$ 13,160.34	\$ 1,030.33
463600	Townhomes		\$ 13,160.34	\$ 1,030.33
463601	Townhomes		\$ 13,160.34	\$ 1,030.33
463602	Townhomes		\$ 13,160.34	\$ 1,030.33
463603	Townhomes		\$ 13,160.34	\$ 1,030.33
463604	Townhomes		\$ 13,160.34	\$ 1,030.33
463605	Townhomes		\$ 13,160.34	\$ 1,030.33
463606	Townhomes		\$ 13,160.34	\$ 1,030.33
463607	Townhomes		\$ 13,160.34	\$ 1,030.33
463608	Townhomes		\$ 13,160.34	\$ 1,030.33
463609	Townhomes		\$ 13,160.34	\$ 1,030.33
463610	Townhomes		\$ 13,160.34	\$ 1,030.33
463611	Townhomes		\$ 13,160.34	\$ 1,030.33
463612	Townhomes		\$ 13,160.34	\$ 1,030.33
463613	Townhomes		\$ 13,160.34	\$ 1,030.33
463614	Townhomes		\$ 13,160.34	\$ 1,030.33
463615	Townhomes		\$ 13,160.34	\$ 1,030.33
463616	Townhomes		\$ 13,160.34	\$ 1,030.33
463617	Townhomes		\$ 13,160.34	\$ 1,030.33
466192	Senior Housing	[g]	\$ 1,081,540.67	\$ 84,674.44
466966	Condo, Dog Park Cantina	[f]	\$ 1,162,895.48	\$ 91,043.76
466967	Market	[e]	\$ 119,878.73	\$ 9,385.37
466968	Office	[d]	\$ 477,361.43	\$ 37,372.90
466969	Music Venue	[c]	\$ 359,875.48	\$ 28,174.86
468037	Multi-Family, Live Work	[b]	\$ 2,273,149.66	\$ 177,966.19
472360	Townhomes		\$ 13,160.34	\$ 1,030.33
472361	Townhomes		\$ 13,160.34	\$ 1,030.33
472362	Townhomes		\$ 13,160.34	\$ 1,030.33
472363	Townhomes		\$ 13,160.34	\$ 1,030.33
472364	Townhomes		\$ 13,160.34	\$ 1,030.33
472365	Townhomes		\$ 13,160.34	\$ 1,030.33
472366	Townhomes		\$ 13,160.34	\$ 1,030.33
472367	Townhomes		\$ 13,160.34	\$ 1,030.33
472368	Townhomes		\$ 13,160.34	\$ 1,030.33
472369	Townhomes		\$ 13,160.34	\$ 1,030.33
472370	Townhomes		\$ 13,160.34	\$ 1,030.33

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2027
472371	Townhomes		\$ 13,160.34	\$ 1,030.33
472372	Townhomes		\$ 13,160.34	\$ 1,030.33
472373	Townhomes		\$ 13,160.34	\$ 1,030.33
472374	Townhomes		\$ 13,160.34	\$ 1,030.33
472375	Townhomes		\$ 13,160.34	\$ 1,030.33
472376	Townhomes		\$ 13,160.34	\$ 1,030.33
472377	Townhomes		\$ 13,160.34	\$ 1,030.33
472378	Townhomes		\$ 13,160.34	\$ 1,030.33
472379	Townhomes		\$ 13,160.34	\$ 1,030.33
472380	Townhomes		\$ 13,160.34	\$ 1,030.33
472381	Townhomes		\$ 13,160.34	\$ 1,030.33
472382	Townhomes		\$ 13,160.34	\$ 1,030.33
472383	Townhomes		\$ 13,160.34	\$ 1,030.33
472384	Townhomes		\$ 13,160.34	\$ 1,030.33
472385	Townhomes		\$ 13,160.34	\$ 1,030.33
472386	Townhomes		\$ 13,160.34	\$ 1,030.33
472387	Townhomes		\$ 13,160.34	\$ 1,030.33
472388	Townhomes		\$ 13,160.34	\$ 1,030.33
472389	Townhomes		\$ 13,160.34	\$ 1,030.33
472390	Townhomes		\$ 13,160.34	\$ 1,030.33
472391	Townhomes		\$ 13,160.34	\$ 1,030.33
472392	Townhomes		\$ 13,160.34	\$ 1,030.33
472393	Townhomes		\$ 13,160.34	\$ 1,030.33
472394	Townhomes		\$ 13,160.34	\$ 1,030.33
472395	Townhomes		\$ 13,160.34	\$ 1,030.33
472396	Townhomes		\$ 13,160.34	\$ 1,030.33
472397	Townhomes		\$ 13,160.34	\$ 1,030.33
472398	Townhomes		\$ 13,160.34	\$ 1,030.33
472399	Townhomes		\$ 13,160.34	\$ 1,030.33
472400	Townhomes		\$ 13,160.34	\$ 1,030.33
472401	Townhomes		\$ 13,160.34	\$ 1,030.33
472402	Townhomes		\$ 13,160.34	\$ 1,030.33
472403	Townhomes		\$ 13,160.34	\$ 1,030.33
472404	Townhomes		\$ 13,160.34	\$ 1,030.33
472405	Townhomes		\$ 13,160.34	\$ 1,030.33
472406	Townhomes		\$ 13,160.34	\$ 1,030.33
472407	Townhomes		\$ 13,160.34	\$ 1,030.33
472408	Townhomes		\$ 13,160.34	\$ 1,030.33
472409	Townhomes		\$ 13,160.34	\$ 1,030.33
472410	Townhomes		\$ 13,160.34	\$ 1,030.33

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2027
472411	Townhomes		\$ 13,160.34	\$ 1,030.33
472412	Townhomes		\$ 13,160.34	\$ 1,030.33
472413	Townhomes		\$ 13,160.34	\$ 1,030.33
472414	Townhomes		\$ 13,160.34	\$ 1,030.33
472415	Townhomes		\$ 13,160.34	\$ 1,030.33
472416	Townhomes		\$ 13,160.34	\$ 1,030.33
472417	Townhomes		\$ 13,160.34	\$ 1,030.33
472418	Townhomes		\$ 13,160.34	\$ 1,030.33
472419	Townhomes		\$ 13,160.34	\$ 1,030.33
472420	Townhomes		\$ 13,160.34	\$ 1,030.33
472421	Townhomes		\$ 13,160.34	\$ 1,030.33
472422	Townhomes		\$ 13,160.34	\$ 1,030.33
472423	Townhomes		\$ 13,160.34	\$ 1,030.33
472424	Townhomes		\$ 13,160.34	\$ 1,030.33
472425	Townhomes		\$ 13,160.34	\$ 1,030.33
472426	Townhomes		\$ 13,160.34	\$ 1,030.33
472427	Townhomes		\$ 13,160.34	\$ 1,030.33
472428	Townhomes		\$ 13,160.34	\$ 1,030.33
472429	Townhomes		\$ 13,160.34	\$ 1,030.33
472430	Townhomes		\$ 13,160.34	\$ 1,030.33
472431	Townhomes		\$ 13,160.34	\$ 1,030.33
472432	Townhomes		\$ 13,160.34	\$ 1,030.33
472433	Townhomes		\$ 13,160.34	\$ 1,030.33
472434	Townhomes		\$ 13,160.34	\$ 1,030.33
472435	Townhomes		\$ 13,160.34	\$ 1,030.33
472436	Townhomes		\$ 13,160.34	\$ 1,030.33
472437	Townhomes		\$ 13,160.34	\$ 1,030.33
472438	Townhomes		\$ 13,160.34	\$ 1,030.33
472439	Townhomes		\$ 13,160.34	\$ 1,030.33
Total^[h]			\$ 8,163,000.00	\$ 639,085.73

Notes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Parcel is anticipated to be developed to contain 305 Lot Type Multi-Family Lots and 50 Lot Type Live Work Lots and has been allocated the Assessment associated with this development.

[c] Parcel is anticipated to be developed to contain 40,000 square feet of Lot Type Music Venue and has been allocated the Assessment associated with this development.

[d] Parcel is anticipated to be developed to contain 75,000 square feet of Lot Type Office and has been allocated the Assessment associated with this development.

[e] Parcel is anticipated to be developed to contain 15,000 square feet of Lot Type Market and has been allocated the Assessment associated with this development.

[f] Parcel is anticipated to be developed to contain 95 Lot Type Condo Lots and 1 Lot Type Dog Park Cantina Lot and has been allocated the Assessment associated with this development.

[g] Parcel is anticipated to be developed to contain 200 Lot Type Senior Housing Lots and has been allocated the Assessment associated with this development.

[h] Totals may not sum due to rounding.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment
	Principal	Interest [a]	Additional Interest		
2027	\$ 182,000.00	\$ 375,882.50	\$ 40,815.00	\$ 40,388.46	\$ 639,085.96
2028	\$ 189,000.00	\$ 368,147.50	\$ 39,905.00	\$ 52,808.42	\$ 649,860.92
2029	\$ 198,000.00	\$ 360,115.00	\$ 38,960.00	\$ 53,864.59	\$ 650,939.59
2030	\$ 206,000.00	\$ 351,700.00	\$ 37,970.00	\$ 54,941.88	\$ 650,611.88
2031	\$ 215,000.00	\$ 342,945.00	\$ 36,940.00	\$ 56,040.72	\$ 650,925.72
2032	\$ 224,000.00	\$ 333,807.50	\$ 35,865.00	\$ 57,161.53	\$ 650,834.03
2033	\$ 234,000.00	\$ 323,727.50	\$ 34,745.00	\$ 58,304.76	\$ 650,777.26
2034	\$ 245,000.00	\$ 313,197.50	\$ 33,575.00	\$ 59,470.86	\$ 651,243.36
2035	\$ 256,000.00	\$ 302,172.50	\$ 32,350.00	\$ 60,660.27	\$ 651,182.77
2036	\$ 268,000.00	\$ 290,652.50	\$ 31,070.00	\$ 61,873.48	\$ 651,595.98
2037	\$ 280,000.00	\$ 278,592.50	\$ 29,730.00	\$ 63,110.95	\$ 651,433.45
2038	\$ 293,000.00	\$ 265,992.50	\$ 28,330.00	\$ 64,373.17	\$ 651,695.67
2039	\$ 307,000.00	\$ 252,807.50	\$ 26,865.00	\$ 65,660.63	\$ 652,333.13
2040	\$ 321,000.00	\$ 238,992.50	\$ 25,330.00	\$ 66,973.84	\$ 652,296.34
2041	\$ 336,000.00	\$ 224,547.50	\$ 23,725.00	\$ 68,313.32	\$ 652,585.82
2042	\$ 352,000.00	\$ 209,427.50	\$ 22,045.00	\$ 69,679.59	\$ 653,152.09
2043	\$ 369,000.00	\$ 192,707.50	\$ 20,285.00	\$ 71,073.18	\$ 653,065.68
2044	\$ 387,000.00	\$ 175,180.00	\$ 18,440.00	\$ 72,494.64	\$ 653,114.64
2045	\$ 406,000.00	\$ 156,797.50	\$ 16,505.00	\$ 73,944.54	\$ 653,247.04
2046	\$ 426,000.00	\$ 137,512.50	\$ 14,475.00	\$ 75,423.43	\$ 653,410.93
2047	\$ 447,000.00	\$ 117,277.50	\$ 12,345.00	\$ 76,931.90	\$ 653,554.40
2048	\$ 469,000.00	\$ 96,045.00	\$ 10,110.00	\$ 78,470.53	\$ 653,625.53
2049	\$ 493,000.00	\$ 73,767.50	\$ 7,765.00	\$ 80,039.94	\$ 654,572.44
2050	\$ 517,000.00	\$ 50,350.00	\$ 5,300.00	\$ 81,640.74	\$ 654,290.74
2051	\$ 543,000.00	\$ 25,792.50	\$ 2,715.00	\$ 83,273.56	\$ 654,781.06
Total	\$ 8,163,000.00	\$ 5,858,137.50	\$ 626,160.00	\$ 1,646,918.93	\$ 16,294,216.43

[a] Interest is calculated at the actual rate of the PID Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-3 – MAP OF ADDITIONAL AUTHORIZED IMPROVEMENTS

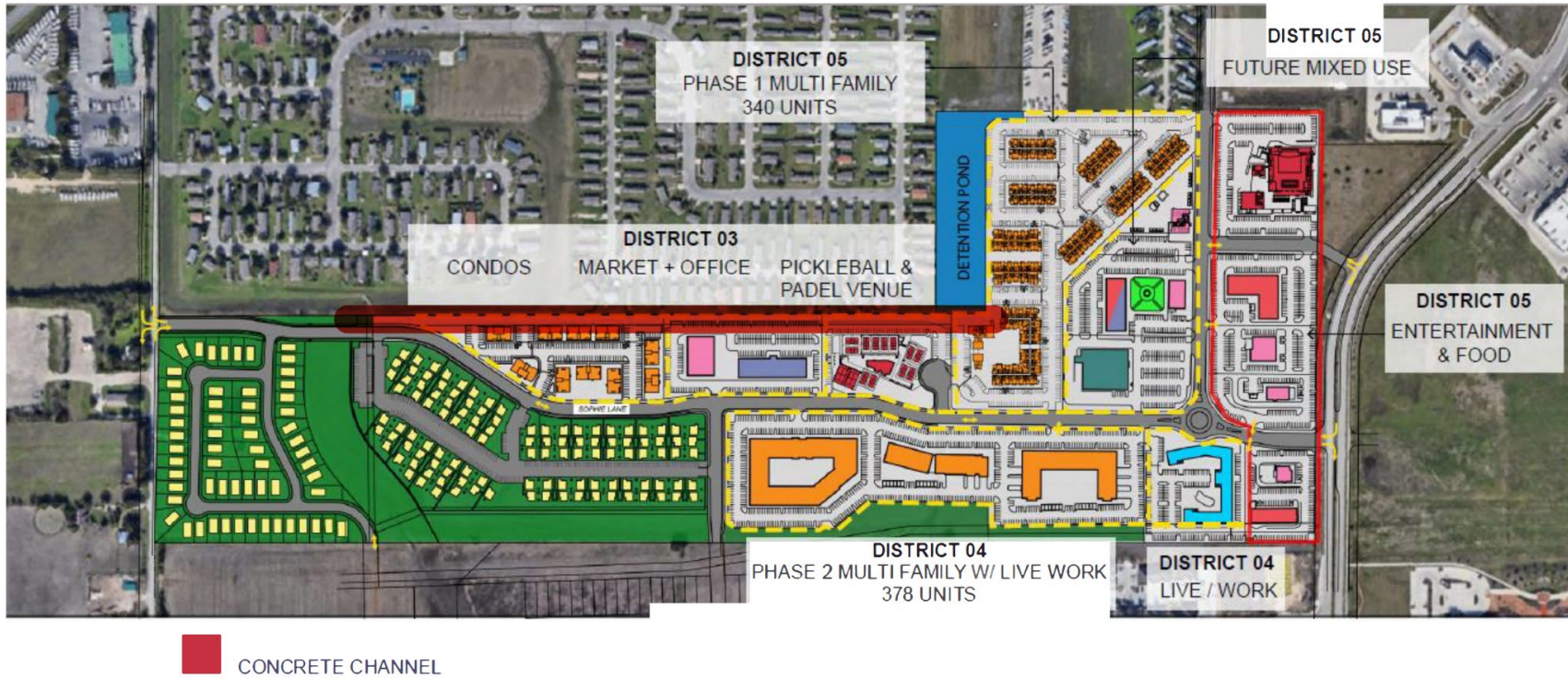


EXHIBIT H – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Comal County Clerk's Office
Honorable [County Clerk Name]
199 Main Plaza, Suite 2063
New Braunfels, TX 78130

Re: City of New Braunfels Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of New Braunfels is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of New Braunfels
Attn: [City Secretary]
424 S Castell Ave
New Braunfels, TX 78130

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

EXHIBIT I – IMPROVEMENT AREA #1 BONDS DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of New Braunfels, Texas
 Special Assessment Revenue Bonds, Series 2021
 (Solms Landing Public Improvement District Improvement Area #1 Project)
 Bonds Callable on 9/1/2031 @ Par
 FINAL NUMBERS

Dated Date 12/15/2021
 Delivery Date 12/15/2021

Period Ending	Principal	Interest	Debt Service
09/01/2022		284,436.45	284,436.45
09/01/2023	158,000	399,988.76	557,988.76
09/01/2024	163,000	394,261.26	557,261.26
09/01/2025	169,000	388,352.50	557,352.50
09/01/2026	175,000	382,226.26	557,226.26
09/01/2027	182,000	375,882.50	557,882.50
09/01/2028	189,000	368,147.50	557,147.50
09/01/2029	198,000	360,115.00	558,115.00
09/01/2030	206,000	351,700.00	557,700.00
09/01/2031	215,000	342,945.00	557,945.00
09/01/2032	224,000	333,807.50	557,807.50
09/01/2033	234,000	323,727.50	557,727.50
09/01/2034	245,000	313,197.50	558,197.50
09/01/2035	256,000	302,172.50	558,172.50
09/01/2036	268,000	290,652.50	558,652.50
09/01/2037	280,000	278,592.50	558,592.50
09/01/2038	293,000	265,992.50	558,992.50
09/01/2039	307,000	252,807.50	559,807.50
09/01/2040	321,000	238,992.50	559,992.50
09/01/2041	336,000	224,547.50	560,547.50
09/01/2042	352,000	209,427.50	561,427.50
09/01/2043	369,000	192,707.50	561,707.50
09/01/2044	387,000	175,180.00	562,180.00
09/01/2045	406,000	156,797.50	562,797.50
09/01/2046	426,000	137,512.50	563,512.50
09/01/2047	447,000	117,277.50	564,277.50
09/01/2048	469,000	96,045.00	565,045.00
09/01/2049	493,000	73,767.50	566,767.50
09/01/2050	517,000	50,350.00	567,350.00
09/01/2051	543,000	25,792.50	568,792.50
	8,828,000	7,707,402.73	16,535,402.73

EXHIBIT J-1 – DISTRICT LEGAL DESCRIPTION



FIELD NOTES FOR A 97.97 ACRE TRACT

A 97.97 acre tract of land, situated in the City of New Braunfels, out of the A.M. Esnaurizar Survey No. 1, Abstract 98, Comal County, Texas, and being the remaining portion of a called 2.028 acre tract of land, Tract I, and the remaining portion of a called 96.26 acre tract of land, Tract II, both being described by Deed of Gift of record in Volume 365 Page 866 of the Deed Records of Comal County, Texas and also being all of a called 4.225 acre tract of land as described by Deed of Gift of record in Volume 365 Page 869 of the Deed Records of Comal County, Texas. Said 97.97 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Bury & Partners" in the current southeast right-of-way line of Interstate Highway 35 (I.H. 35), a variable width public right-of-way, for the most easterly corner of a called 0.020 acre tract of land as conveyed to the State of Texas of record in Document No. 9906030874 of the Official Public records of Comal County, Texas, for the most west corner of Lot 1, Block "A", of the Canyon Crossroads Subdivision Plat of record in Document No. 201106028280 of the Map and Plat Records of Comal County, Texas, in the northeast line of said 2.028 acre tract and for the most northerly corner of the tract described herein, from which a found "x" in concrete for the west end of a cutback at the intersection of I.H. 35 and F.M. 306 bears, N 47° 22' 18" E, a distance of 1162.81 feet;

THENCE: S 43° 30' 05" E, departing the southeast right-of-way line of I.H. 35 and along and with the northeast line of said 2.028 acre tract and the southwest line of said Lot 1, at a distance of 657.49 feet passing a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Bury & Partners" for the south corner of said Lot 1 and the west corner of Lot 6, Block "A", Replat of Lot 2, Canyon Crossroads Subdivision of record in Document No. 201206016264 of the Map and Plat Records of Comal County, Texas, and continuing along and with the southwest line of Lot 6 and the northeast line of said 2.028 acre tract, a total distance of 1456.05 feet to a found $\frac{1}{2}$ " iron rod (bent) for the east corner of said 2.028 acre tract, the south corner of said Lot 6, in the northwest line of said 4.225 acre tract, in the northwest line of said 96.26 acre tract and for an interior corner of the tract described herein;

THENCE: N 45° 03' 35" E, along and with the northwest line of the 4.225 acre tract and the 96.26 acre tract, and the southeast line of Lot 6, a distance of 369.73 feet to a found $\frac{1}{2}$ " iron rod for the an interior corner of Lot 6, the north corner of said 4.225 acre tract and 96.26 acre tract, and a north exterior corner of the tract described herein;

THENCE: S 43° 58' 01" E, along and with a southwest line of said lot 6, the southwest line of Lot 1, Block 1, of the Creekside Fire Station Subdivision Plat of record in Document No. 201006023741 of the Map and Plat Records of Comal County, Texas, the southwest line of a called 5.395 acre tract of land as conveyed to the City of New Braunfels of record in Document No. 200606042906 of the Official Public Records of Comal County, Texas (now known as Creekside Crossing, a 150 foot wide public right-of-way), the northeast line of the 4.225 acre tract and the 96.26 acre tract, a distance of 1505.89 feet to a found $\frac{1}{2}$ " iron rod for the most southerly corner of said 5.395 acre tract, the most westerly corner of a called 6.529 acre tract of land as conveyed to the City of New Braunfels of record in Document No.

Page 1 of 3

200606042905 of the Official Public Records of Comal County, Texas, the most northerly corner of Lot 14R1, of the Amending Plat of Lots 8R, 14R, and 32R of Creekside Wellness Center Establishing Lots 8R1, 14R1 and 32R of Creekside Wellness Center of record in Document no. 201306033846 of the Map and Plat Records of Comal County, Texas, for the east corner of the 96.26 acre tract and the tract described herein, from which a found ½" iron rod with a plastic cap stamped "TEAM" bears, S 38° 38' 50" E, a distance of 0.16 feet;

THENCE: S 45° 01' 44" W, along and with the westerly line of said Lot 14R1, a distance of 369.20 feet to a found ½" iron rod with a plastic cap stamped "Hollmig" for an interior corner of said Lot 14R1 and an exterior corner of the tract described herein;

THENCE: S 45° 29' 57" W, along and with the northwest lines of Lot 14R1, at a distance of 912.00 feet, a found ½" iron rod with a plastic cap stamped "HMT" for the west corner of said Lot 14R1 and the north corner of a called 82.76 acre tract of land as conveyed to KB Home Lone Star Inc., of record in Document No. 201406004602 of the Official Public Records of Comal County, Texas, continuing along and with the northwest line of the 82.76 acre tract, at a distance of 2001.79 feet, a found ½" iron rod with a plastic cap stamped "HMT" for the west corner of said 82.76 acre tract and a northwest exterior corner of a called 36.90 acre tract of land as conveyed to KB Home Lone Star Inc., of record in Document No. 201606006903 of the Official Public Records of Comal County, Texas, and continuing along and with the northwest line of said 36.90 acre tract, a total distance of 3694.97 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" in the northeast right-of-way line of South Kowald Road (also being the northeast line of a called 0.295 acre tract of land as conveyed to the County of Comal of record in Volume 140 Page 563 of the Deed Records of Comal County, Texas), at the most westerly corner of said 36.90 acre tract, in the southeast line of said 96.26 acre tract and for the most southerly corner of the tract described herein;

THENCE: N 43° 16' 27" W, along and with the northeast right-of-way line of South Kowald Road and the 0.295 acre tract, a distance of 793.41 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the north corner of said 0.295 acre tract, the most southerly corner of Comal Farms Subdivision, Unit One, a plat of record in Volume 12 Pages 217-218 of the Map and Plat Records of Comal County, Texas, in the northwest line of said 96.26 acre tract and for the most westerly corner of the tract described herein;

THENCE: Departing the northeast right-of-way line of South Kowald Road and along and with the common line between said Comal Farms Subdivision and the 96.26 acre tract, the following two (2) courses:

1. N 45° 21' 50" E, a distance of 2719.37 feet to a found ½" iron rod for the most easterly corner of said Comal Farms Subdivision, an interior corner of the 96.26 acre tract and the tract described herein, and
2. N 44° 29' 27" W, a distance of 703.79 feet to a found ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the south corner of Lot 1 of the New Braunfels Storage Subdivision Plat of record in Volume 13 Page 101 of the Map and Plat Records of Comal County, Texas, a southwest exterior corner of the 96.26 acre tract and the tract described herein;

THENCE: N 45° 29' 59" E, along and with the northwest line of the 96.26 acre tract, the southeast line of said Lot 1, the southeast line of a called 7.66 acre tract of land as conveyed to Barbara Nell Dean of record in Document No. 200306047820 of the Official Public Records of Comal County, Texas and the southeast line of Lot 3, Block 1 of the Richter Estates Subdivision Plat of record in Volume 7 Page 64 of the Map and Plat Records of Comal County, Texas, a distance of 911.95 feet to a point for the west

Page 2 of 3

corner of the 4.225 acre tract, the east corner of said Lot 3, the south corner of the 2.028 acre tract and an interior corner of the tract described herein, from which a found ½" iron rod (leaning) bears, N 19° 09' 21" W, a distance of 0.45 feet;

THENCE: N 43° 30' 05" W, along and with the northeast line of Lot 3 and Lot 1, both of said Richter Estates Subdivision, and the southwest line of the 2.028 acre tract, a distance of **1458.50 feet** to a set ½" iron rod in the current southeast right-of-way line of I.H. 35, for the south corner of the 0.020 acre tract, the most easterly corner of a called 0.076 acre tract of land as conveyed to the State of Texas of record in Document No. 200106035524 of the Official Public records of Comal County, Texas and for a southwest exterior corner of the tract described herein, from which a found ½" iron rod in the current southeast right-of-way line of I.H. 35 and for the south corner of said 0.076 acre tract bears, S 45° 22' 17" W, a distance of 227.32 feet;

THENCE: N 45° 22' 17" E, along and with the current southeast right-of-way line of I.H. 35, also being the southeast line of said 0.020 acre tract, a distance of **60.01 feet** to the **POINT OF BEGINNING** and containing **97.97 acres**, more or less, in the City of New Braunfels, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99985790106.



Job No.: 16-139
Prepared by: KFW Surveying
Date: December 2, 2016
File: S:\Draw 2016\16-139 95 Acres Timmerman Tract - New Braunfels\DOCS\FN - 97.97 Acres



EXHIBIT J-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION



FIELD NOTES FOR A 59.16 ACRE TRACT

A **59.16 acre** tract of land, situated in the City of New Braunfels, out of the A.M. Esnaurizar Survey No. 1, Abstract 98, Comal County, Texas, and comprised of Solms Landing, Collector Phase 1, a plat of record in Document No. 202106038074 of the Map and Plat Records of Comal County, Texas (M.P.R.), Solms Landing, Unit 1A, a plat of record in Document No. 202006039469 M.P.R., the remaining portion of a 25.00 acre tract, called Tract 1, as conveyed to Solms Landing Development, LLC of record in Document No. 20170603054 of the Official Public Records of Comal County, Texas (O.P.R.), herein after referred to as Tract 1, the remaining portion of a 25.00 acre tract, called Tract 1, as conveyed to Solms Landing Development, LLC of record in Document No. 201806021713 O.P.R., herein after referred to as the 25.00 acre tract, a portion of a 24.00 acre tract, called Tract 1, as conveyed to Solms Landing Development, LLC, of record in Document No. 201906028855 O.P.R., the and the remaining portion of the 96.26 acre tract, called Tract II, as conveyed to Jerome W. Timmerman Family Trust of record in Document No. 200906008786 O.P.R. and being more particularly described by metes and bounds as follows:

BEGINNING at a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" in the northeast right-of-way line of South Kowald Road, for the southwest corner of Lot 1, Block 1, of Comal Farms Subdivision, Unit One, a plat of record in Volume 12 Pages 217-218 (M.P.R), the northwest corner of Sophie Lane, a 60 foot wide right-of-way, of Solms Landing, Collector Phase 1 and the tract described herein;

THENCE: N 45° 21' 50" E, departing the northeast right-of-way line of South Kowald Road and along with the common line between Lot 1, Block 1 of Comal Farms Subdivision and Solms Landing, Collector Phase 1, a distance of **694.26 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein;

THENCE: Along and with a northeast and northwest lines of Solms Landing, Collector Phase 1 and into and across Tract 1, the 25.00 acre tract, and the 24.00 acre tract, the following ten (10) courses:

1. **S 43°15'44" E**, a distance of **30.01 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" in the northwest right-of-way line of Sophie Lane, for an interior corner of Solms Landing, Collector Phase 1 and the tract described herein,
2. **N 45°21'50" E**, a distance of **136.29 feet** to a set $\frac{1}{2}$ " iron with a Blue Plastic Cap Stamped "KFW SURVEYING", for a point of curvature of Sophie Lane and the tract described herein,
3. With a curve to the **right**, having an arc length of **66.72 feet**, a radius of **370.00 feet**, a delta of **10°19'57"**, and a chord bears **N 50°31'49" E**, a distance of **66.63 feet** to a calculated point, for a point of non-tangency of the tract described herein,
4. **N 45°21'50" E**, a distance of **2015.34 feet** to a calculated point, for an interior corner of the tract described herein,

5. **N 44°29'28" W**, a distance of **65.02 feet** to a calculated point, for an interior corner of the tract described herein,
6. **S 45°30'32" W**, a distance of **18.26 feet** to a calculated point, for an exterior corner of the tract described herein,
7. **N 44°29'28" W**, a distance of **618.31 feet** to a calculated point, for an angle point of the tract described herein,
8. **N 00°30'15" E**, a distance of **42.43 feet** to a calculated point, for an angle point of the tract described herein,
9. **N 45°29'59" E**, a distance of **101.48 feet** to a calculated point, for an interior corner of the tract described herein, and
10. **N 44°30'01" W**, a distance of **26.00 feet** to a calculated point in the southeast line of Lot 1 of New Braunfels Storage, a plat of record in Volume 13, Page 101 M.P.R. and the northwest line of the 24.00 acre tract, for an exterior corner of the tract described herein, from which a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" in the northeast line of Lot 1, Block 1 Comal Farms Subdivision Unit One, for the southwest corner of Lot 1 of New Braunfels Storage and the northwest corner of the 24.00 acre tract bears, **S 45°29'59" W**, a distance of 305.48 feet;

THENCE: **N 45°29'59" E**, along and with the southeast lines of Lot 1 of New Braunfels Storage, a 7.66 acre tract as conveyed to Barbara Nell Dean Trust of record in Document No. 200306047820 O.P.R., and Lot 3, Block 1 of Richter Estates of record in Volume 7, Page 64 M.P.R., and the northwest lines of the 24.00 acre tract and the remaining portion of the 96.26 acre tract, a distance of **606.47 feet** to found $\frac{1}{2}$ " iron rod leaning, for the southeast corner of Lot 3, the southwest corner of the remaining portion of a 2.028 acre tract, called Tract 1 of record in Volume 365, Page 866 D.R., and the northeast corner of the tract described herein;

THENCE: Into and across the remaining portion of the 96.26 acre tract, the 24.00 acre tract, and the 25.00 acre tract, the following fifteen (16) courses:

1. **S 43°25'15" E**, a distance **138.20 feet** to a calculated point, for an exterior corner of the tract described herein,
2. **S 00°54'07" W**, a distance of **650.86 feet** to a calculated point, for an interior corner of the tract described herein,
3. **S 44°29'27" E**, a distance of **447.00 feet** to a calculated point, for an exterior corner of the tract described herein,
4. **S 46°01'59" W**, a distance of **376.15 feet** to a calculated point, for an interior corner of the tract described herein,
5. **S 43°58'01" E**, a distance of **60.00 feet** to a calculated point, for an interior corner of the tract described herein,

6. **N 46°01'59" E**, a distance of **108.57 feet** to a calculated point, for an exterior corner of the tract described herein,
7. **S 43°58'01" E**, a distance **249.72 feet** to a calculated point, for an southeast exterior corner of the tract described herein,
8. **S 46°01'59" W**, a distance of **421.31 feet** to a calculated point, for an interior corner of the tract described herein,
9. **S 09°41'37" W**, a distance of **169.00 feet** to a calculated point, for an exterior corner of the tract described herein,
10. **S 51°04'49" W**, a distance of **9.07 feet** to a calculated point, for an interior corner of the tract described herein,
11. **S 29°14'21" W**, a distance of **35.90 feet** to a calculated point, for an angle point of the tract described herein,
12. **S 45°29'57" W**, a distance of **277.66 feet** to a calculated point, for an angle point of the tract described herein,
13. **S 72°11'56" W**, a distance of **40.55 feet** to a calculated point, for an interior corner of the tract described herein,
14. **S 40°38'11" E**, a distance of **49.05 feet** to a calculated point, for a point of curvature of the tract described herein,
15. With a curve to the **left**, having an arc length of **10.27 feet**, a radius of **100.00 feet**, a delta of **05°53'04"**, and a chord bears **S 43°34'43" E**, a distance of **10.27 feet** to a calculated point, for a point of tangency of the tract described herein, and
16. **S 46°31'15" E**, a distance of **8.97 feet** to a calculated point in the southeast line of the 25.00 acre tract, for the northwest corner of West Village at Creekside Unit 7, a plat of record in Document No. 201806004511, M.P.R., the northeast corner of West Village at Creekside Unit 6, a plat of record in Document No. 201606039365 M.P.R., and the southeast corner of the tract described herein;

THENCE: S 45°29'57" W, along and with the northwest lines of West Village at Creekside Unit 6 and West Village at Creekside Unit 9, a plat of record in Document No. 201906023365 M.P.R., and the southeast lines of the 25.00 acre tract, Tract 1, Solms Landing, Collector Phase 1, Solms Landing, Unit 1A, a plat of record in Document No. 202006039469 M.P.R., a distance of **1992.95 feet** to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" in the northeast right-of-way line of South Kowald Road and the northeast line of the 0.295 acre tract, for the northwest corner of West Village at Creekside Unit 9, the southwest corner of Solms Landing, Unit 1A and the tract described herein;

THENCE: N 43°16'27" W, along and with the northeast right-of-way line of South Kowald Road, the northeast line of the 0.295 acre tract, the southwest line of Solms Landing, Unit 1A and Sophie Lane, a distance of **793.41 feet** to the **POINT OF BEGINNING** and containing **59.16 acres**, more or less, in the City of New Braunfels, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99985790106.

Job No.: 16-139
Prepared by: KFW Surveying
Date: October 5, 2021
File: S:\Draw 2016\16-139 95 Acres Timmerman Tract - New Braunfels\Drawings\FN - 59.16AC PID PH1.docx



APPENDIX A – ADDITIONAL AUTHORIZED IMPROVEMENTS

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APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

- Lot Type Single Family
- Lot Type Townhome
- Parcel 468037
- Parcel 466969
- Parcel 466968
- Parcel 466967
- Parcel 466966
- Parcel 466192

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT
TYPE SINGLE FAMILY BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE SINGLE FAMILY PRINCIPAL ASSESSMENT:
\$19,142.31**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE SINGLE FAMILY

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 426.79	\$ 881.45	\$ 95.71	\$ 94.71	\$ 1,498.66
2028	\$ 443.21	\$ 863.31	\$ 93.58	\$ 123.84	\$ 1,523.93
2029	\$ 464.31	\$ 844.47	\$ 91.36	\$ 126.31	\$ 1,526.46
2030	\$ 483.07	\$ 824.74	\$ 89.04	\$ 128.84	\$ 1,525.69
2031	\$ 504.18	\$ 804.21	\$ 86.62	\$ 131.42	\$ 1,526.43
2032	\$ 525.28	\$ 782.78	\$ 84.10	\$ 134.04	\$ 1,526.21
2033	\$ 548.73	\$ 759.14	\$ 81.48	\$ 136.73	\$ 1,526.08
2034	\$ 574.53	\$ 734.45	\$ 78.73	\$ 139.46	\$ 1,527.17
2035	\$ 600.32	\$ 708.60	\$ 75.86	\$ 142.25	\$ 1,527.03
2036	\$ 628.46	\$ 681.58	\$ 72.86	\$ 145.09	\$ 1,528.00
2037	\$ 656.60	\$ 653.30	\$ 69.72	\$ 148.00	\$ 1,527.62
2038	\$ 687.09	\$ 623.75	\$ 66.43	\$ 150.96	\$ 1,528.23
2039	\$ 719.92	\$ 592.84	\$ 63.00	\$ 153.97	\$ 1,529.73
2040	\$ 752.75	\$ 560.44	\$ 59.40	\$ 157.05	\$ 1,529.64
2041	\$ 787.92	\$ 526.57	\$ 55.64	\$ 160.20	\$ 1,530.32
2042	\$ 825.44	\$ 491.11	\$ 51.70	\$ 163.40	\$ 1,531.65
2043	\$ 865.31	\$ 451.90	\$ 47.57	\$ 166.67	\$ 1,531.45
2044	\$ 907.52	\$ 410.80	\$ 43.24	\$ 170.00	\$ 1,531.56
2045	\$ 952.07	\$ 367.69	\$ 38.70	\$ 173.40	\$ 1,531.87
2046	\$ 998.97	\$ 322.47	\$ 33.94	\$ 176.87	\$ 1,532.25
2047	\$ 1,048.22	\$ 275.02	\$ 28.95	\$ 180.41	\$ 1,532.59
2048	\$ 1,099.81	\$ 225.23	\$ 23.71	\$ 184.01	\$ 1,532.76
2049	\$ 1,156.09	\$ 172.99	\$ 18.21	\$ 187.69	\$ 1,534.98
2050	\$ 1,212.37	\$ 118.07	\$ 12.43	\$ 191.45	\$ 1,534.32
2051	\$ 1,273.34	\$ 60.48	\$ 6.37	\$ 195.28	\$ 1,535.47
Total	\$ 19,142.31	\$ 13,737.39	\$ 1,468.35	\$ 3,862.04	\$ 38,210.09

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT
TYPE TOWNHOME BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING⁴ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 LOT TYPE TOWNHOME PRINCIPAL ASSESSMENT:
\$13,160.34**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]⁵

⁵ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁶

⁶ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE TOWNHOME

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 293.42	\$ 606.00	\$ 65.80	\$ 65.11	\$ 1,030.33
2028	\$ 304.70	\$ 593.53	\$ 64.33	\$ 85.14	\$ 1,047.70
2029	\$ 319.21	\$ 580.58	\$ 62.81	\$ 86.84	\$ 1,049.44
2030	\$ 332.11	\$ 567.01	\$ 61.22	\$ 88.58	\$ 1,048.91
2031	\$ 346.62	\$ 552.89	\$ 59.55	\$ 90.35	\$ 1,049.42
2032	\$ 361.13	\$ 538.16	\$ 57.82	\$ 92.16	\$ 1,049.27
2033	\$ 377.25	\$ 521.91	\$ 56.02	\$ 94.00	\$ 1,049.18
2034	\$ 394.99	\$ 504.94	\$ 54.13	\$ 95.88	\$ 1,049.93
2035	\$ 412.72	\$ 487.16	\$ 52.15	\$ 97.80	\$ 1,049.83
2036	\$ 432.07	\$ 468.59	\$ 50.09	\$ 99.75	\$ 1,050.50
2037	\$ 451.41	\$ 449.15	\$ 47.93	\$ 101.75	\$ 1,050.24
2038	\$ 472.37	\$ 428.83	\$ 45.67	\$ 103.78	\$ 1,050.66
2039	\$ 494.94	\$ 407.57	\$ 43.31	\$ 105.86	\$ 1,051.69
2040	\$ 517.51	\$ 385.30	\$ 40.84	\$ 107.97	\$ 1,051.63
2041	\$ 541.70	\$ 362.01	\$ 38.25	\$ 110.13	\$ 1,052.09
2042	\$ 567.49	\$ 337.64	\$ 35.54	\$ 112.34	\$ 1,053.01
2043	\$ 594.90	\$ 310.68	\$ 32.70	\$ 114.58	\$ 1,052.87
2044	\$ 623.92	\$ 282.42	\$ 29.73	\$ 116.88	\$ 1,052.95
2045	\$ 654.55	\$ 252.79	\$ 26.61	\$ 119.21	\$ 1,053.16
2046	\$ 686.79	\$ 221.70	\$ 23.34	\$ 121.60	\$ 1,053.43
2047	\$ 720.65	\$ 189.07	\$ 19.90	\$ 124.03	\$ 1,053.66
2048	\$ 756.12	\$ 154.84	\$ 16.30	\$ 126.51	\$ 1,053.77
2049	\$ 794.81	\$ 118.93	\$ 12.52	\$ 129.04	\$ 1,055.30
2050	\$ 833.50	\$ 81.17	\$ 8.54	\$ 131.62	\$ 1,054.84
2051	\$ 875.42	\$ 41.58	\$ 4.38	\$ 134.25	\$ 1,055.63
Total	\$ 13,160.34	\$ 9,444.45	\$ 1,009.49	\$ 2,655.15	\$ 26,269.44

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 468037 (LOT TYPE MULTI-FAMILY, LIVE WORK) BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING⁷ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 PARCEL 468037 (LOT TYPE MULTI-FAMILY, LIVE
WORK) PRINCIPAL ASSESSMENT: \$2,273,149.66**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

⁷ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]⁸

⁸ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁹

⁹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 468037 (LOT TYPE
MULTI-FAMILY, LIVE WORK)**

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 50,681.52	\$ 104,671.96	\$ 11,365.75	\$ 11,246.97	\$ 177,966.19
2028	\$ 52,630.81	\$ 102,517.99	\$ 11,112.34	\$ 14,705.55	\$ 180,966.69
2029	\$ 55,137.04	\$ 100,281.18	\$ 10,849.19	\$ 14,999.67	\$ 181,267.07
2030	\$ 57,364.80	\$ 97,937.86	\$ 10,573.50	\$ 15,299.66	\$ 181,175.81
2031	\$ 59,871.02	\$ 95,499.85	\$ 10,286.68	\$ 15,605.65	\$ 181,263.21
2032	\$ 62,377.25	\$ 92,955.34	\$ 9,987.32	\$ 15,917.76	\$ 181,237.68
2033	\$ 65,161.95	\$ 90,148.36	\$ 9,675.44	\$ 16,236.12	\$ 181,221.87
2034	\$ 68,225.12	\$ 87,216.07	\$ 9,349.63	\$ 16,560.84	\$ 181,351.66
2035	\$ 71,288.29	\$ 84,145.94	\$ 9,008.50	\$ 16,892.06	\$ 181,334.79
2036	\$ 74,629.93	\$ 80,937.97	\$ 8,652.06	\$ 17,229.90	\$ 181,449.86
2037	\$ 77,971.57	\$ 77,579.62	\$ 8,278.91	\$ 17,574.50	\$ 181,404.60
2038	\$ 81,591.68	\$ 74,070.90	\$ 7,889.05	\$ 17,925.99	\$ 181,477.62
2039	\$ 85,490.25	\$ 70,399.27	\$ 7,481.09	\$ 18,284.51	\$ 181,655.13
2040	\$ 89,388.83	\$ 66,552.21	\$ 7,053.64	\$ 18,650.20	\$ 181,644.89
2041	\$ 93,565.88	\$ 62,529.72	\$ 6,606.70	\$ 19,023.20	\$ 181,725.50
2042	\$ 98,021.40	\$ 58,319.25	\$ 6,138.87	\$ 19,403.67	\$ 181,883.19
2043	\$ 102,755.39	\$ 53,663.23	\$ 5,648.76	\$ 19,791.74	\$ 181,859.12
2044	\$ 107,767.84	\$ 48,782.35	\$ 5,134.98	\$ 20,187.57	\$ 181,872.76
2045	\$ 113,058.77	\$ 43,663.38	\$ 4,596.15	\$ 20,591.33	\$ 181,909.63
2046	\$ 118,628.17	\$ 38,293.09	\$ 4,030.85	\$ 21,003.15	\$ 181,955.26
2047	\$ 124,476.04	\$ 32,658.25	\$ 3,437.71	\$ 21,423.22	\$ 181,995.22
2048	\$ 130,602.38	\$ 26,745.64	\$ 2,815.33	\$ 21,851.68	\$ 182,015.03
2049	\$ 137,285.65	\$ 20,542.03	\$ 2,162.32	\$ 22,288.71	\$ 182,278.71
2050	\$ 143,968.93	\$ 14,020.96	\$ 1,475.89	\$ 22,734.49	\$ 182,200.27
2051	\$ 151,209.15	\$ 7,182.43	\$ 756.05	\$ 23,189.18	\$ 182,336.80
Total	\$ 2,273,149.66	\$ 1,631,314.86	\$ 174,366.70	\$ 458,617.32	\$ 4,537,448.54

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466969 (LOT TYPE MUSIC VENUE) BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹⁰ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 PARCEL 466969 (LOT TYPE MUSIC VENUE) PRINCIPAL
ASSESSMENT: \$359,875.48**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹⁰ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]¹¹

¹¹ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]¹²

¹² To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466969 (LOT TYPE MUSIC VENUE)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 8,023.68	\$ 16,571.22	\$ 1,799.38	\$ 1,780.57	\$ 28,174.86
2028	\$ 8,332.29	\$ 16,230.22	\$ 1,759.26	\$ 2,328.12	\$ 28,649.88
2029	\$ 8,729.06	\$ 15,876.09	\$ 1,717.60	\$ 2,374.68	\$ 28,697.44
2030	\$ 9,081.75	\$ 15,505.11	\$ 1,673.95	\$ 2,422.18	\$ 28,682.99
2031	\$ 9,478.53	\$ 15,119.13	\$ 1,628.54	\$ 2,470.62	\$ 28,696.83
2032	\$ 9,875.30	\$ 14,716.30	\$ 1,581.15	\$ 2,520.03	\$ 28,692.79
2033	\$ 10,316.17	\$ 14,271.91	\$ 1,531.77	\$ 2,570.43	\$ 28,690.28
2034	\$ 10,801.11	\$ 13,807.68	\$ 1,480.19	\$ 2,621.84	\$ 28,710.83
2035	\$ 11,286.06	\$ 13,321.63	\$ 1,426.19	\$ 2,674.28	\$ 28,708.16
2036	\$ 11,815.10	\$ 12,813.76	\$ 1,369.76	\$ 2,727.77	\$ 28,726.38
2037	\$ 12,344.13	\$ 12,282.08	\$ 1,310.68	\$ 2,782.32	\$ 28,719.21
2038	\$ 12,917.25	\$ 11,726.59	\$ 1,248.96	\$ 2,837.97	\$ 28,730.77
2039	\$ 13,534.46	\$ 11,145.32	\$ 1,184.38	\$ 2,894.73	\$ 28,758.88
2040	\$ 14,151.66	\$ 10,536.27	\$ 1,116.70	\$ 2,952.62	\$ 28,757.25
2041	\$ 14,812.96	\$ 9,899.44	\$ 1,045.94	\$ 3,011.67	\$ 28,770.02
2042	\$ 15,518.34	\$ 9,232.86	\$ 971.88	\$ 3,071.91	\$ 28,794.98
2043	\$ 16,267.80	\$ 8,495.74	\$ 894.29	\$ 3,133.34	\$ 28,791.17
2044	\$ 17,061.35	\$ 7,723.02	\$ 812.95	\$ 3,196.01	\$ 28,793.33
2045	\$ 17,898.99	\$ 6,912.60	\$ 727.64	\$ 3,259.93	\$ 28,799.17
2046	\$ 18,780.71	\$ 6,062.40	\$ 638.15	\$ 3,325.13	\$ 28,806.39
2047	\$ 19,706.52	\$ 5,170.32	\$ 544.24	\$ 3,391.63	\$ 28,812.72
2048	\$ 20,676.42	\$ 4,234.26	\$ 445.71	\$ 3,459.47	\$ 28,815.85
2049	\$ 21,734.49	\$ 3,252.13	\$ 342.33	\$ 3,528.66	\$ 28,857.60
2050	\$ 22,792.55	\$ 2,219.74	\$ 233.66	\$ 3,599.23	\$ 28,845.18
2051	\$ 23,938.80	\$ 1,137.09	\$ 119.69	\$ 3,671.21	\$ 28,866.80
Total	\$ 359,875.48	\$ 258,262.90	\$ 27,605.00	\$ 72,606.36	\$ 718,349.74

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466968 (LOT TYPE OFFICE) BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹³ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 PARCEL 466968 (LOT TYPE OFFICE) PRINCIPAL
ASSESSMENT: \$477,361.43**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]¹⁴

¹⁴ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]¹⁵

¹⁵ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466968 (LOT TYPE OFFICE)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 10,643.12	\$ 21,981.11	\$ 2,386.81	\$ 2,361.86	\$ 37,372.90
2028	\$ 11,052.47	\$ 21,528.78	\$ 2,333.59	\$ 3,088.17	\$ 38,003.01
2029	\$ 11,578.78	\$ 21,059.05	\$ 2,278.33	\$ 3,149.93	\$ 38,066.08
2030	\$ 12,046.61	\$ 20,566.95	\$ 2,220.44	\$ 3,212.93	\$ 38,046.92
2031	\$ 12,572.92	\$ 20,054.97	\$ 2,160.20	\$ 3,277.19	\$ 38,065.27
2032	\$ 13,099.22	\$ 19,520.62	\$ 2,097.34	\$ 3,342.73	\$ 38,059.91
2033	\$ 13,684.01	\$ 18,931.16	\$ 2,031.84	\$ 3,409.59	\$ 38,056.59
2034	\$ 14,327.28	\$ 18,315.37	\$ 1,963.42	\$ 3,477.78	\$ 38,083.85
2035	\$ 14,970.54	\$ 17,670.65	\$ 1,891.79	\$ 3,547.33	\$ 38,080.31
2036	\$ 15,672.28	\$ 16,996.97	\$ 1,816.93	\$ 3,618.28	\$ 38,104.47
2037	\$ 16,374.03	\$ 16,291.72	\$ 1,738.57	\$ 3,690.64	\$ 38,094.97
2038	\$ 17,134.25	\$ 15,554.89	\$ 1,656.70	\$ 3,764.46	\$ 38,110.30
2039	\$ 17,952.95	\$ 14,783.85	\$ 1,571.03	\$ 3,839.75	\$ 38,147.58
2040	\$ 18,771.65	\$ 13,975.96	\$ 1,481.26	\$ 3,916.54	\$ 38,145.43
2041	\$ 19,648.83	\$ 13,131.24	\$ 1,387.41	\$ 3,994.87	\$ 38,162.35
2042	\$ 20,584.49	\$ 12,247.04	\$ 1,289.16	\$ 4,074.77	\$ 38,195.47
2043	\$ 21,578.63	\$ 11,269.28	\$ 1,186.24	\$ 4,156.27	\$ 38,190.42
2044	\$ 22,631.25	\$ 10,244.29	\$ 1,078.35	\$ 4,239.39	\$ 38,193.28
2045	\$ 23,742.34	\$ 9,169.31	\$ 965.19	\$ 4,324.18	\$ 38,201.02
2046	\$ 24,911.92	\$ 8,041.55	\$ 846.48	\$ 4,410.66	\$ 38,210.61
2047	\$ 26,139.97	\$ 6,858.23	\$ 721.92	\$ 4,498.88	\$ 38,219.00
2048	\$ 27,426.50	\$ 5,616.58	\$ 591.22	\$ 4,588.85	\$ 38,223.16
2049	\$ 28,829.99	\$ 4,313.83	\$ 454.09	\$ 4,680.63	\$ 38,278.53
2050	\$ 30,233.48	\$ 2,944.40	\$ 309.94	\$ 4,774.24	\$ 38,262.06
2051	\$ 31,753.92	\$ 1,508.31	\$ 158.77	\$ 4,869.73	\$ 38,290.73
Total	\$ 477,361.43	\$ 342,576.12	\$ 36,617.01	\$ 96,309.64	\$ 952,864.19

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466967 (LOT TYPE MARKET) BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹⁶ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 PARCEL 466967 (LOT TYPE MARKET) PRINCIPAL
ASSESSMENT: \$119,878.73**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹⁶ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]¹⁷

¹⁷ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]¹⁸

¹⁸ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466967 (LOT TYPE MARKET)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 2,672.78	\$ 5,520.07	\$ 599.39	\$ 593.13	\$ 9,385.37
2028	\$ 2,775.58	\$ 5,406.48	\$ 586.03	\$ 775.52	\$ 9,543.61
2029	\$ 2,907.75	\$ 5,288.51	\$ 572.15	\$ 791.03	\$ 9,559.45
2030	\$ 3,025.24	\$ 5,164.93	\$ 557.61	\$ 806.86	\$ 9,554.64
2031	\$ 3,157.41	\$ 5,036.36	\$ 542.49	\$ 822.99	\$ 9,559.25
2032	\$ 3,289.58	\$ 4,902.17	\$ 526.70	\$ 839.45	\$ 9,557.90
2033	\$ 3,436.44	\$ 4,754.14	\$ 510.25	\$ 856.24	\$ 9,557.07
2034	\$ 3,597.98	\$ 4,599.50	\$ 493.07	\$ 873.37	\$ 9,563.91
2035	\$ 3,759.52	\$ 4,437.59	\$ 475.08	\$ 890.83	\$ 9,563.02
2036	\$ 3,935.75	\$ 4,268.41	\$ 456.28	\$ 908.65	\$ 9,569.09
2037	\$ 4,111.97	\$ 4,091.30	\$ 436.60	\$ 926.82	\$ 9,566.71
2038	\$ 4,302.89	\$ 3,906.27	\$ 416.04	\$ 945.36	\$ 9,570.56
2039	\$ 4,508.49	\$ 3,712.64	\$ 394.53	\$ 964.27	\$ 9,579.92
2040	\$ 4,714.08	\$ 3,509.75	\$ 371.99	\$ 983.55	\$ 9,579.38
2041	\$ 4,934.37	\$ 3,297.62	\$ 348.42	\$ 1,003.22	\$ 9,583.63
2042	\$ 5,169.34	\$ 3,075.57	\$ 323.74	\$ 1,023.29	\$ 9,591.94
2043	\$ 5,418.99	\$ 2,830.03	\$ 297.90	\$ 1,043.75	\$ 9,590.68
2044	\$ 5,683.34	\$ 2,572.63	\$ 270.80	\$ 1,064.63	\$ 9,591.39
2045	\$ 5,962.36	\$ 2,302.67	\$ 242.39	\$ 1,085.92	\$ 9,593.34
2046	\$ 6,256.08	\$ 2,019.46	\$ 212.57	\$ 1,107.64	\$ 9,595.75
2047	\$ 6,564.47	\$ 1,722.29	\$ 181.29	\$ 1,129.79	\$ 9,597.85
2048	\$ 6,887.56	\$ 1,410.48	\$ 148.47	\$ 1,152.39	\$ 9,598.90
2049	\$ 7,240.01	\$ 1,083.32	\$ 114.03	\$ 1,175.44	\$ 9,612.80
2050	\$ 7,592.47	\$ 739.42	\$ 77.83	\$ 1,198.95	\$ 9,608.67
2051	\$ 7,974.29	\$ 378.78	\$ 39.87	\$ 1,222.92	\$ 9,615.87
Total	\$ 119,878.73	\$ 86,030.39	\$ 9,195.55	\$ 24,186.03	\$ 239,290.71

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466966 (LOT TYPE CONDO, DOG PARK CANTINA) BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹⁹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 PARCEL 466966 (LOT TYPE CONDO, DOG PARK
CANTINA) PRINCIPAL ASSESSMENT: \$1,162,895.48**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹⁹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²⁰

²⁰ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]²¹

²¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466966 (LOT TYPE CONDO, DOG PARK CANTINA)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 25,927.60	\$ 53,547.97	\$ 5,814.48	\$ 5,753.71	\$ 91,043.76
2028	\$ 26,924.81	\$ 52,446.04	\$ 5,684.84	\$ 7,523.05	\$ 92,578.75
2029	\$ 28,206.95	\$ 51,301.74	\$ 5,550.22	\$ 7,673.51	\$ 92,732.41
2030	\$ 29,346.62	\$ 50,102.94	\$ 5,409.18	\$ 7,826.98	\$ 92,685.73
2031	\$ 30,628.76	\$ 48,855.71	\$ 5,262.45	\$ 7,983.52	\$ 92,730.44
2032	\$ 31,910.89	\$ 47,553.99	\$ 5,109.30	\$ 8,143.19	\$ 92,717.38
2033	\$ 33,335.48	\$ 46,118.00	\$ 4,949.75	\$ 8,306.06	\$ 92,709.29
2034	\$ 34,902.53	\$ 44,617.90	\$ 4,783.07	\$ 8,472.18	\$ 92,775.69
2035	\$ 36,469.59	\$ 43,047.29	\$ 4,608.56	\$ 8,641.62	\$ 92,767.06
2036	\$ 38,179.10	\$ 41,406.16	\$ 4,426.21	\$ 8,814.45	\$ 92,825.92
2037	\$ 39,888.61	\$ 39,688.10	\$ 4,235.32	\$ 8,990.74	\$ 92,802.77
2038	\$ 41,740.58	\$ 37,893.11	\$ 4,035.87	\$ 9,170.56	\$ 92,840.13
2039	\$ 43,735.01	\$ 36,014.79	\$ 3,827.17	\$ 9,353.97	\$ 92,930.94
2040	\$ 45,729.44	\$ 34,046.71	\$ 3,608.49	\$ 9,541.05	\$ 92,925.70
2041	\$ 47,866.33	\$ 31,988.89	\$ 3,379.85	\$ 9,731.87	\$ 92,966.94
2042	\$ 50,145.68	\$ 29,834.90	\$ 3,140.52	\$ 9,926.51	\$ 93,047.61
2043	\$ 52,567.49	\$ 27,452.98	\$ 2,889.79	\$ 10,125.04	\$ 93,035.30
2044	\$ 55,131.76	\$ 24,956.02	\$ 2,626.95	\$ 10,327.54	\$ 93,042.27
2045	\$ 57,838.49	\$ 22,337.27	\$ 2,351.29	\$ 10,534.09	\$ 93,061.13
2046	\$ 60,687.67	\$ 19,589.94	\$ 2,062.10	\$ 10,744.77	\$ 93,084.48
2047	\$ 63,679.32	\$ 16,707.27	\$ 1,758.66	\$ 10,959.67	\$ 93,104.92
2048	\$ 66,813.42	\$ 13,682.51	\$ 1,440.26	\$ 11,178.86	\$ 93,115.05
2049	\$ 70,232.45	\$ 10,508.87	\$ 1,106.20	\$ 11,402.44	\$ 93,249.95
2050	\$ 73,651.47	\$ 7,172.83	\$ 755.03	\$ 11,630.49	\$ 93,209.82
2051	\$ 77,355.41	\$ 3,674.38	\$ 386.78	\$ 11,863.09	\$ 93,279.67
Total	\$ 1,162,895.48	\$ 834,546.32	\$ 89,202.33	\$ 234,618.96	\$ 2,321,263.09

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING IMPROVEMENT AREA #1 PARCEL 466192 (LOT TYPE SENIOR HOUSING) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING²² RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 PARCEL 466192 (LOT TYPE SENIOR HOUSING)
PRINCIPAL ASSESSMENT: \$1,081,540.67**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Solms Landing Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

²² To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²³

²³ To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]²⁴

²⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466192 (LOT TYPE SENIOR HOUSING)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest [a]	Additional Interest		
2027	\$ 24,113.73	\$ 49,801.81	\$ 5,407.70	\$ 5,351.19	\$ 84,674.44
2028	\$ 25,041.18	\$ 48,776.98	\$ 5,287.13	\$ 6,996.75	\$ 86,102.05
2029	\$ 26,233.62	\$ 47,712.73	\$ 5,161.93	\$ 7,136.68	\$ 86,244.96
2030	\$ 27,293.57	\$ 46,597.80	\$ 5,030.76	\$ 7,279.42	\$ 86,201.54
2031	\$ 28,486.00	\$ 45,437.83	\$ 4,894.29	\$ 7,425.00	\$ 86,243.13
2032	\$ 29,678.44	\$ 44,227.17	\$ 4,751.86	\$ 7,573.50	\$ 86,230.98
2033	\$ 31,003.37	\$ 42,891.64	\$ 4,603.47	\$ 7,724.98	\$ 86,223.46
2034	\$ 32,460.79	\$ 41,496.49	\$ 4,448.45	\$ 7,879.47	\$ 86,285.21
2035	\$ 33,918.22	\$ 40,035.75	\$ 4,286.15	\$ 8,037.06	\$ 86,277.18
2036	\$ 35,508.13	\$ 38,509.43	\$ 4,116.56	\$ 8,197.81	\$ 86,331.93
2037	\$ 37,098.05	\$ 36,911.57	\$ 3,939.02	\$ 8,361.76	\$ 86,310.40
2038	\$ 38,820.46	\$ 35,242.15	\$ 3,753.53	\$ 8,529.00	\$ 86,345.14
2039	\$ 40,675.36	\$ 33,495.23	\$ 3,559.43	\$ 8,699.58	\$ 86,429.60
2040	\$ 42,530.27	\$ 31,664.84	\$ 3,356.05	\$ 8,873.57	\$ 86,424.72
2041	\$ 44,517.66	\$ 29,750.98	\$ 3,143.40	\$ 9,051.04	\$ 86,463.08
2042	\$ 46,637.55	\$ 27,747.69	\$ 2,920.81	\$ 9,232.06	\$ 86,538.10
2043	\$ 48,889.93	\$ 25,532.40	\$ 2,687.62	\$ 9,416.70	\$ 86,526.66
2044	\$ 51,274.81	\$ 23,210.13	\$ 2,443.17	\$ 9,605.04	\$ 86,533.14
2045	\$ 53,792.17	\$ 20,774.58	\$ 2,186.80	\$ 9,797.14	\$ 86,550.68
2046	\$ 56,442.03	\$ 18,219.45	\$ 1,917.84	\$ 9,993.08	\$ 86,572.40
2047	\$ 59,224.39	\$ 15,538.45	\$ 1,635.63	\$ 10,192.94	\$ 86,591.41
2048	\$ 62,139.24	\$ 12,725.29	\$ 1,339.50	\$ 10,396.80	\$ 86,600.83
2049	\$ 65,319.07	\$ 9,773.68	\$ 1,028.81	\$ 10,604.74	\$ 86,726.29
2050	\$ 68,498.90	\$ 6,671.02	\$ 702.21	\$ 10,816.83	\$ 86,688.97
2051	\$ 71,943.72	\$ 3,417.33	\$ 359.72	\$ 11,033.17	\$ 86,753.93
Total	\$ 1,081,540.67	\$ 776,162.44	\$ 82,961.84	\$ 218,205.29	\$ 2,158,870.24

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

5/26/2026

Agenda Item No. H)

PRESENTER:

Ken Wilson, Parks and Recreation Director

SUBJECT:

Approval of the second and final reading of an ordinance amending section 86-8 “Glass containers prohibited in park areas and on rivers, lakes and streams”, section 86-10 Prohibition of alcoholic beverages in city parks and city-owned property”, section 86-12 “ Prohibition of sale or advertising of goods, wares or services in city parks”, section 86-17 “ San Antonio Street bridge safety zone”, and section 86-97 “ Landa Park miniature golf and paddle boat fees” of the New Braunfels code of ordinances to match department policy.

DEPARTMENT: Parks and Recreation**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The opening of Willard Canyon, Alligator Creek Trail West and the upcoming opening of Zipp Family Sports Park and Mission Hill Park have prompted a review of the current Parks and Recreation ordinances to incorporate the new locations and update several other sections to align them with department policies.

A presentation regarding these amendments was given to the Parks and Recreation Advisory Board on February 10, 2026. At this meeting, staff was given direction to move forward with presenting these amendments to City Council.

Section 86-8 Glass containers prohibited in park areas and on rivers, lakes and streams.

The word 'beverage' was removed to align with the 2005 update to the title of the section, and the listing of individual parks, park properties, and waterways was removed.

Sec. 86-10. Prohibition of alcoholic beverages in city parks and city-owned property.

The listing of individual parks, park properties, and waterways was removed.

Sec. 86-12. Prohibition of sale or advertising of goods, wares or services in city parks.

Language was added to allow for an approved special event in the park to have vendors at their event advertising or selling goods, wares, or services.

Sec. 86-17. San Antonio Street bridge safety zone

The San Antonio Street Safety Zone was to be terminated upon the announcement by the City Manager that Comal River activities could resume after completion of the San Antonio Street Bridge reconstruction. Construction was completed in May 2020.

Sec. 86-97. Landa Park miniature golf and paddle boat fees.

On May 13, 2024, the City Council approved the contract with Paddle TX, LLC to operate the Landa Park miniature golf and paddle boats with new fees set in the contract.

ISSUE:

Reviewing Chapter 86, Parks and Recreation, revealed several ordinances in need of updates to reflect current standards and practices.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
 Organizational Excellence Community Well-Being N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

At the February 10, 2026 regular Parks and Recreation Advisory Board meeting, the board recommended approval 7-0.

Staff recommends approval of the ordinance amendments.

ORDINANCE NO. 2026 - ____

AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 86-8 “GLASS CONTAINERS PROHIBITED IN PARK AREAS AND ON RIVERS, LAKES AND STREAMS”, SECTION 86-10 “PROHIBITION OF ALCOHOLIC BEVERAGES IN CITY PARKS AND CITY-OWNED PROPERTY”, SECTION 86-12 “ PROHIBITION OF SALE OR ADVERTISING OF GOODS, WARES OR SERVICES IN CITY PARKS”, SECTION 86-17 “ SAN ANTONIO STREET BRIDGE SAFETY ZONE”, AND SECTION 86-97 “ LANDA PARK MINIATURE GOLF AND PADDLE BOAT FEES” OF THE NEW BRAUNFELS CODE OF ORDINANCES TO MATCH DEPARTMENT POLICY; PROVIDING A REPEALER, SEVERABILITY AND SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Parks and Recreation Department has acquired additional parks and park properties since the last amendment; and

WHEREAS, Section 86-8 of the New Braunfels Code of Ordinances established that glass containers are prohibited in park areas and on rivers, lakes and streams; and

WHEREAS, Section 86-10 of the New Braunfels Code of Ordinances established the prohibition of alcoholic beverages in city parks and city-owned property; and

WHEREAS, the Code of Ordinances needs to be amended to address all city parks, trails, and sports facilities in regards to glass containers and alcoholic beverages; and

WHEREAS, Section 86-17 of the New Braunfels Code of Ordinances established the San Antonio Street Safety Zone, which was to be terminated upon the announcement by the City Manager that Comal River activities could resume in the San Antonio Street Bridge Safety Zone; and

WHEREAS, On May 12, 2020 the announcement of Comal River activities resuming was published in the Herald Zeitung; and

WHEREAS, Section 86-97 of the New Braunfels Code of Ordinances established the Landa Park miniature golf and paddle boat fees; and

WHEREAS, On May 13, 2024 the City Council approved the contract with Paddle TX, LLC to operate the Landa Park miniature golf and paddle boats; and

WHEREAS, The proposed changes to Sections 86-8, 86-10, 86-12, 86-17, and 86-97 were approved by the Parks and Recreation Advisory Board on February 10, 2026; and

WHEREAS, the City Council of the City of New Braunfels, Texas has the authority under its Home Rule Charter and under the laws of the State of Texas to adopt regulations aimed to protect the health, safety, and general welfare of its citizens.

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

SECTION 1. Amendment.

That City of New Braunfels Code of Ordinances, Sections 86-8, 86-10, 86-12, 86-17 and 86-97 are hereby amended as follows with underlined font indicating added language and strikethrough font indicating deleted language:

**Chapter 86 - PARKS AND RECREATION
ARTICLE I. - IN GENERAL**

Sec. 86-8. – Glass containers prohibited in park areas and on rivers, lakes and streams.

- (a) It shall be considered a misdemeanor offense for anyone ~~exhibiting, using, carrying or disposing to exhibit,~~ use, carry or dispose of glass ~~beverage~~ containers in all city parks, trails and sports facilities. ~~which have areas adjacent to the rivers, lakes and streams within the city limits, and at all city sports facilities, including, but not limited to, the following:-~~
- ~~(1) Landa Park-~~
 - ~~(2) Hinman Island Park-~~
 - ~~(3) Prince Solms Park-~~
 - ~~(4) Cypress Bend Park-~~
 - ~~(5) River Acres Park-~~
 - ~~(6) Camp Comal-~~
 - ~~(7) Haymarket Park-~~
 - ~~(8) H.E. Butt Park-~~
 - ~~(9) Fredericksburg Sports Complex-~~
 - ~~(10) Solms Park-~~
 - ~~(11) Eikel Park-~~
 - ~~(12) Jesse Garcia Park-~~
 - ~~(13) Torrey Park-~~
 - ~~(14) Loop 337 Park and Dry Comal Trail-~~
- (b) It shall be considered a misdemeanor offense for anyone exhibiting, using, carrying or disposing of glass ~~beverage~~ containers while on or in rivers, lakes and streams within the city limits, ~~including, but not limited to, the following:-~~
- ~~(1) Landa Lake-~~
 - ~~(2) Comal River-~~
 - ~~(3) Guadalupe River-~~
 - ~~(4) Lake Dunlap-~~
- (c) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$500.00.

Sec. 86-10. Prohibition of alcoholic beverages in city parks and city-owned property.

- (a) It shall be unlawful for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage within the boundaries of any the following public parks or city-owned property within the city limits, with exception of public parks listed in (b).
- ~~(1) Prince Solms Park;~~
 - ~~(2) Hinman Island Park;~~
 - ~~(3) Cypress Bend Park;~~
 - ~~(4) The city owned tuber exit on the Comal River that borders Lincoln Street and Union Avenue-~~
 - ~~(5) River Acres Park;~~

- ~~(6) H.E.B. Soccer Park;~~
- ~~(7) Jesse Garcia Park;~~
- ~~(8) Ernest Eikel Field;~~
- ~~(9) Haymarket Park;~~
- ~~(10) Torrey Park;~~
- ~~(11) Kraft Park;~~
- ~~(12) Northridge Park;~~
- ~~(13) Dry Comal Trails;~~
- ~~(14) Solms Park; and~~
- ~~(15) Fredericksburg Sports Complex.~~

As used herein, the term "open container" is defined according to ~~V.T.C.A.~~ Penal Code § 49.031(a)(1).

Exception: With regard to Prince Solms Park, Hinman Island Park, Cypress Bend Park, the city-owned tuber exit on the Comal River that borders Lincoln Street and Union Avenue and River Acres Park, the term "open container" does not include a non-disposable container containing an intoxicating liquor or alcoholic beverage provided that there is a lid, cap, cup, plug, top, sucker top, twist top or other device that is used to close the non-disposable container and said container is actually closed by said lid, cap, cup, plug, top, sucker top, twist top or other device and remains closed while it is on one of these city-owned properties.

- (b) It shall be unlawful for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage in all designated parking areas or within 25 feet, either side of any roadway, within the boundaries of the following public parks or city-owned property within the city limits:
 - (1) Landa Park;
 - (2) Camp Comal
 - (3) [Fischer Park](#)
 - (4) [Mission Hill Park](#)
 - (5) [Zipp Family Sports Park](#)
- (c) The provisions of subsection (a) shall not apply to a city-permitted function where the consumption and possession of intoxicating liquors or alcoholic beverages are permitted as part of the activity.
- (d) Any person who ~~shall violate~~ [violates](#) any provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$500.00.

Sec. 86-12. Prohibition of sale or advertising of goods, wares or services in city parks.

- (a) It shall be unlawful and considered a misdemeanor offense for anyone to sell or offer for sale any goods, wares or services within the boundaries of any city park in the city. It further shall be unlawful and considered a misdemeanor offense for anyone to display, place or erect any structure, sign, bulletin board, post, pole or advertising device of any kind whatsoever within the boundaries of any city park in the city.
- (b) The prohibition set forth in subsection (a) of this section shall apply to all areas within all city parks of the city, including, but not limited to, grounds, picnic areas, parking lots, streets and roadways, and any other location within the boundaries of a city park.
- (c) Notwithstanding the provisions of subsection (a) of this section, upon approval by the director of parks and recreation, [and with permit fee paid](#), an individual or business [may offer goods, wares, or services for sale](#) [or](#) may display an advertising sign, banner or other object containing a commercial or noncommercial advertising message when such individual or business is acting as a sponsor or cosponsor of a special event in a city park when such special event has been approved by the director of parks and recreation. Any display of advertising permitted under this section shall continue only during the time that the special event is in progress. The type of sign, banner or method of displaying such advertising must be approved in advance by the director of parks and recreation.
- (d) Any person violating any of the provisions of this section shall, upon conviction thereof, be fined in any sum not to exceed \$500.00, and each day of such violation thereof shall be and is hereby declared to be a distinct and separate offense and punishable as such. Whenever a corporation which cannot be arrested violates this section, the officer or servant authorizing or responsible for such violation shall be personally liable for such penalty, or the corporation may be sued in a justice court by the city for the maximum penalty.

~~Sec. 86-17. San Antonio Street bridge safety zone.~~

- ~~(a) Beginning September 23, 2019, and for a limited duration to be determined by the city manager, it shall be unlawful for any person on the Comal River to enter the restricted area referred to as the San Antonio Street Bridge Safety Zone and depicted in Exhibit A attached to the ordinance from which this section derives. The restricted area shall be marked up stream of the bridge by buoys directing the public to exit the Comal River to the north bank of the Comal River. The restricted area is depicted in Exhibit A and generally described as the right-of-way of the San Antonio Street Bridge over the Comal River and extending 256 feet upstream of the bridge right-of-way along the south bank within the banks of the Comal River and extending 190 feet upstream of the bridge right-of-way along the north bank and extending 50 feet downstream of the bridge right-of-way along the north bank within the banks of the Comal River, and 67 feet downstream of the bridge right-of-way along the south bank within the banks of the Comal River.~~
- ~~(b) Exceptions to the prohibition within this section includes bridge construction workers, maintenance crews, on-duty governmental personnel, and other similarly authorized personnel.~~
- ~~(c) Any person, business, or other entity that provides, for a fee, flotation devices or other equipment necessary to float the Comal River, which float commences up stream of the San Antonio Street Bridge and shall be responsible for providing sufficient personnel to assure the safe and expeditious exit of persons and removal of flotation devices from the Comal River at the restricted area.~~
- ~~(d) Any person, business, or other entity that provides, for a fee, flotation devices or other equipment necessary to float the Comal River, which float commences up stream of the San Antonio Street Bridge, shall be responsible for posting and providing adequate notice of the restricted area similar to the following: "San Antonio Street Bridge Safety Zone, You Must Exit the Comal River and stay out of the restricted area marked by buoys and other markers."~~
- ~~(e) This section shall terminate upon the announcement by the city manager that Comal River activities can safely and lawfully resume in the San Antonio Street bridge safety zone. The announcement shall be published one time in the local newspaper.~~
- ~~(f) Any person who violates any provision of this section shall be guilty of a misdemeanor offense punishable by a fine not to exceed \$500.00 for each offense.~~

~~Sec. 86-97. Landa Park miniature golf and paddle boat fees.~~

~~The following schedule of fees shall be paid by patrons of Landa Park in the city for miniature golf and paddle boats. The city manager is hereby authorized to set appropriate fees in writing, not to exceed the following limits:~~

- ~~(1) Patrons of the miniature golf course in Landa Park shall be charged a "per round" fee of not less than \$3.00 and not more than \$10.00 per person.~~
- ~~(2) Patrons of Landa Park shall be charged for paddle boat rentals as follows:
Not less than \$3.00 nor more than \$10.00 per person per one-half hour rental.~~

SECTION 2: REPEALER. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only. All provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 3: SEVERABILITY.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4: SAVINGS CLAUSE.

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

SECTION 4. EFFECTIVE DATE AND PUBLICATION.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary’s Office. This ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this ___ day of _____, 2026.

PASSED AND APPROVED: Second reading this ____ day of _____, 2026.

CITY OF NEW BRAUNFELS, TEXAS

NEAL LINNARTZ, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

5/26/2026

Agenda Item No. A)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant/Owner: Maria Chavez

SUBJECT:

Public hearing and first reading of an ordinance requested by Maria Chavez of approximately 0.2 of an acre out of the City Block Subdivision 1072, Lot 10, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 284 Perryman Street.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:****Case No:** SUP26-104**Applicant/Owner:**

Maria Chavez

(210) 875-4068

Staff Contact:

Amanda Mushinski, AICP, CNU-A

(830) 221-4056 | amushinski@newbraunfels.gov

The subject property comprises approximately 9,000 square feet on the northwest side of Perryman Street, approximately one block north of the intersection of McQueeney Road and the IH 35 South frontage road. It is zoned C-3 and is bordered by C-3 and M-1 zoning; surrounding land uses include a parking lot, former lumber yard that appears to be currently used for auto storage, a church, and a residence.

C-3 is currently the City's most intense commercial zoning district. Historically, while properties may have been zoned commercial, older commercial zoning districts also allowed residential, therefore residential neighborhoods often developed in commercial zoning.

The 1950s residence on the subject site is roughly 1012 square feet with 2 bedrooms and 1 bathroom. This rezoning is requested to allow the short-term rental (STR) of the existing home. Per the Zoning Ordinance, the maximum occupancy of a STR with a total of 2 bedrooms and 1 bathroom is 5 occupants, and the minimum off-street parking is 2 spaces. There is sufficient room to meet the minimum parking requirements.

ISSUE:

Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

COMPREHENSIVE PLAN REFERENCE:

The proposed rezoning to apply the Special Use overlay is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, and near existing Market, Employment, and Education centers.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
 Organizational Excellence Community Well-Being N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

FISCAL IMPACT:

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land or in an area increases revenue to cover costs to provide services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:

Approval with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.

The Planning Commission held a public hearing on May 5, 2026, and unanimously recommended approval of the applicant's request (7-0-0).

Code of Ordinances Sec. 144-2.1 Changes and Zoning Amendments:

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:

Public hearing notices were sent to owners of 11 properties within 200 feet of the request. As of the date this agenda was posted, the city has received 1 response.

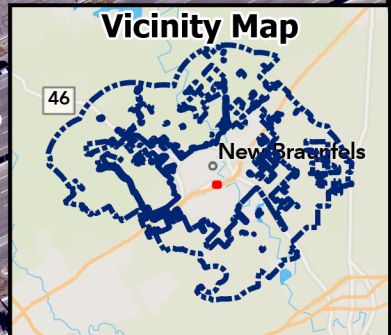
Resource Links:

- Chapter 144, Sec. 3.3-9 (C-3) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

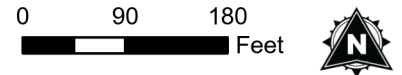


Aerial Exhibit

Subject Property



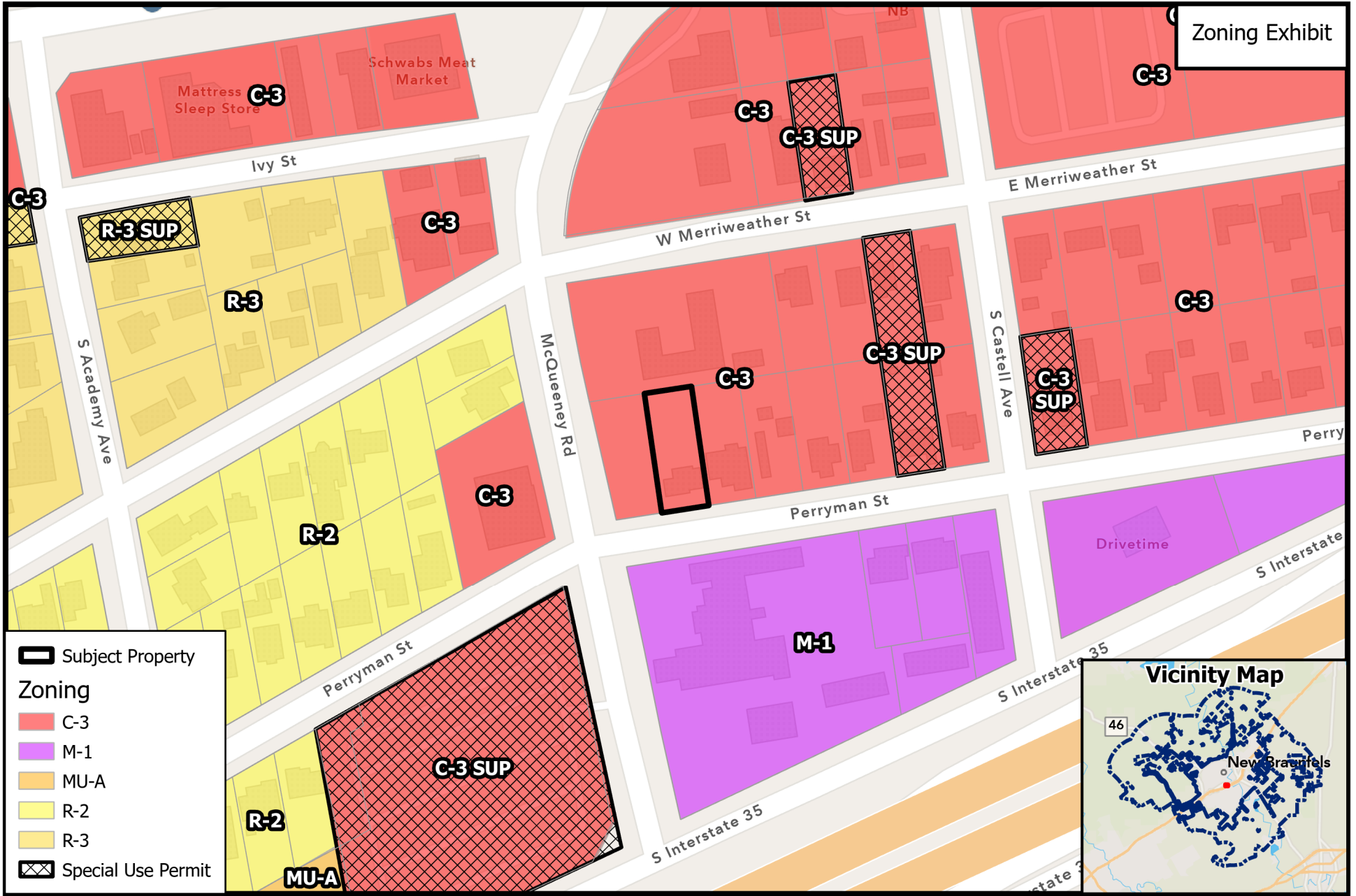
SUP26-104 284 Perryman St - SUP for STR



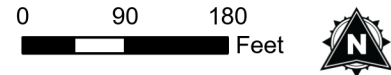
Path: L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-104 - 284 Perryman St - SUP

Source: City of New Braunfels Planning
Date: 4/16/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braun officials or employees for any discrepancies, errors, or variances which may



SUP26-104
284 Perryman St - SUP for STR



Path: L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-104 - 284 Perryman St - SUP

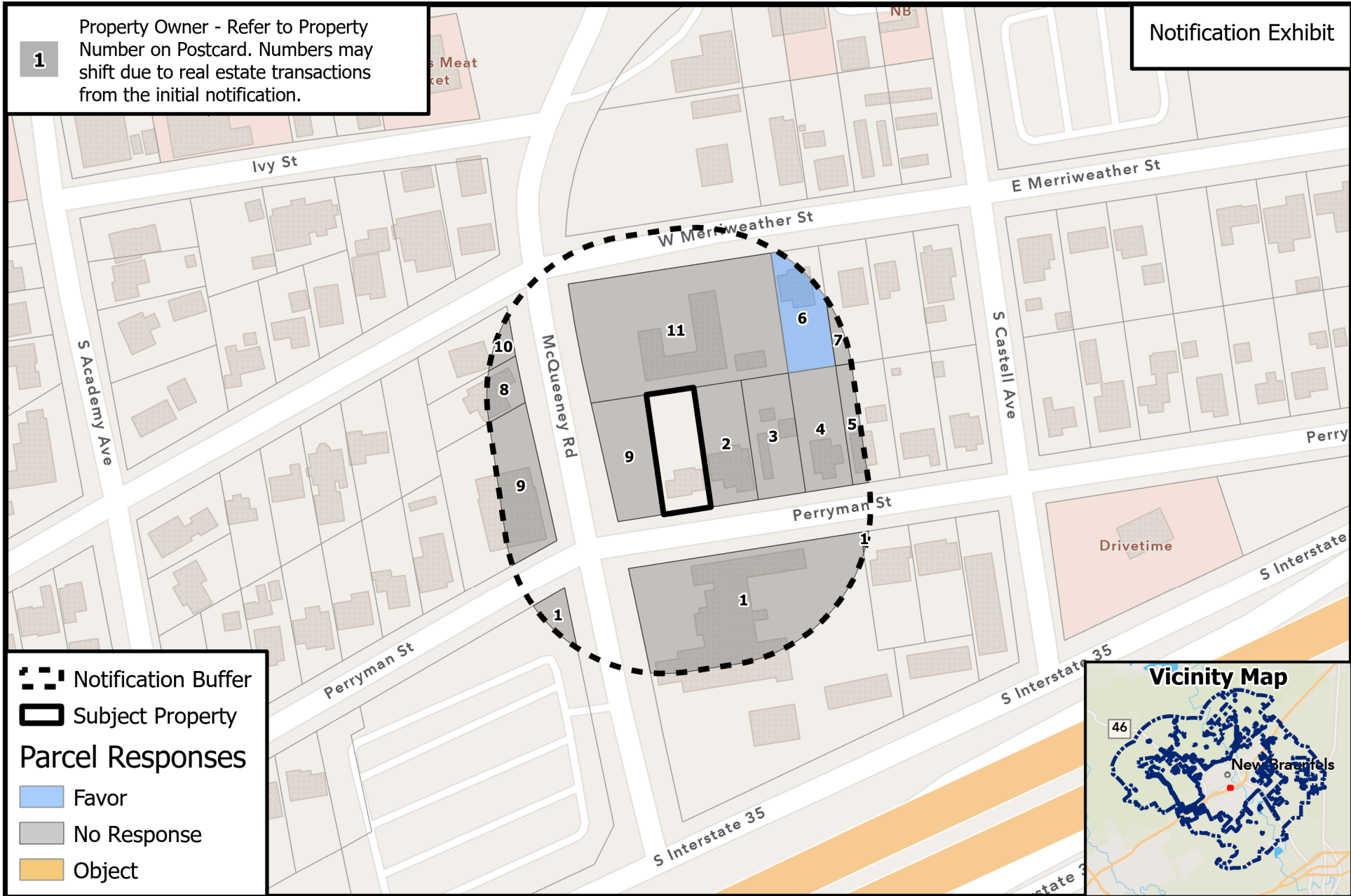
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284 Perryman St

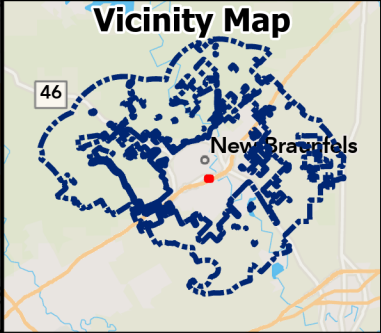
1 Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.



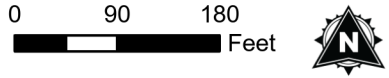
Notification Buffer
Subject Property

Parcel Responses

- Favor
- No Response
- Object



SUP26-104
284 Perryman St - SUP for STR



PLANNING COMMISSION – May 5, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Maria Chavez

Address/Location: 284 PERRYMAN ST

SUP26-104

The numbers on the map correspond to the property owners listed below. All information is from the Appraisal District Records. The property under consideration is marked as "Subject Property".

- | | |
|---------------------------------------|-------------------------------------|
| 1. KAHLIG ENTERPRISES INC | 8. MARTINEZ JOSE S & ALMA |
| 2. STRUPP KENNETH J | 9. ALLEN HOLLY R |
| 3. HEIMER & PREUSSER INC | 10. LEON JEFFREY M |
| 4. ARNALL CHRISTOPHER D | 11. IGLESIA BAUTISTA HOSANNA DE N B |
| 5. SILVAS SELIA | 12. KAHLIG ENTERPRISES INC |
| 6. KAHLIG FAMILY LVNG TRST 12-26-2021 | |
| 7. BARRERA ANDY A S | |

SEE MAP

KAHLIG FAMILY LVNG TRST 12-26-2021

22926 DEFOREST RIDGE LN

KATY TX 77494

Property #: 6

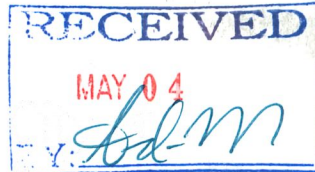
SUP26-104

Case Manager: AM

FAVOR

OPPOSE

COMMENTS



Draft Minutes for the May 5th 2026 Planning Commission Regular Meeting

C) SUP26-104 Public hearing and recommendation to City Council requested by Maria Chavez of approximately 0.2 of an acre out of the City Block Subdivision 1072, Lot 10, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 284 Perryman Street.

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff. There were none.

Chair Sonier invited the applicant to speak on the item.

Agent Piper Olsen elaborated on the request discussing the intent of the request, property location, and the improvements already made to the property.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Vice-Chair Taylor, seconded by Commissioner Allsup, to recommend approval of the item to City Council with staff recommended conditions. Motion carried unanimously (8-0-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.2 ACRES, BEING OUT OF THE CITY BLOCK SUBDIVISION 1072, LOT 10, CURRENTLY ADDRESSED AT 284 PERRYMAN STREET, FROM C-3 (COMMERCIAL DISTRICT) TO C-3 SUP (COMMERCIAL DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW A SHORT-TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for short term rental use; and

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan; and

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan; and

WHEREAS, the City Council desires to grant a Special Use Permit at 284 Perryman St, to allow short term rental of a residence in C-3 (Commercial District); **now, therefore;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the City Block Subdivision 1072, Lot 10, being as depicted on Exhibit "A" attached.

SECTION 2

THAT the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit "B" and floor plan Exhibit "C". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

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

SECTION 4

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 5

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 26th day of May 2026.

PASSED AND APPROVED: Second reading this 8th day of June 2026.

CITY OF NEW BRAUNFELS

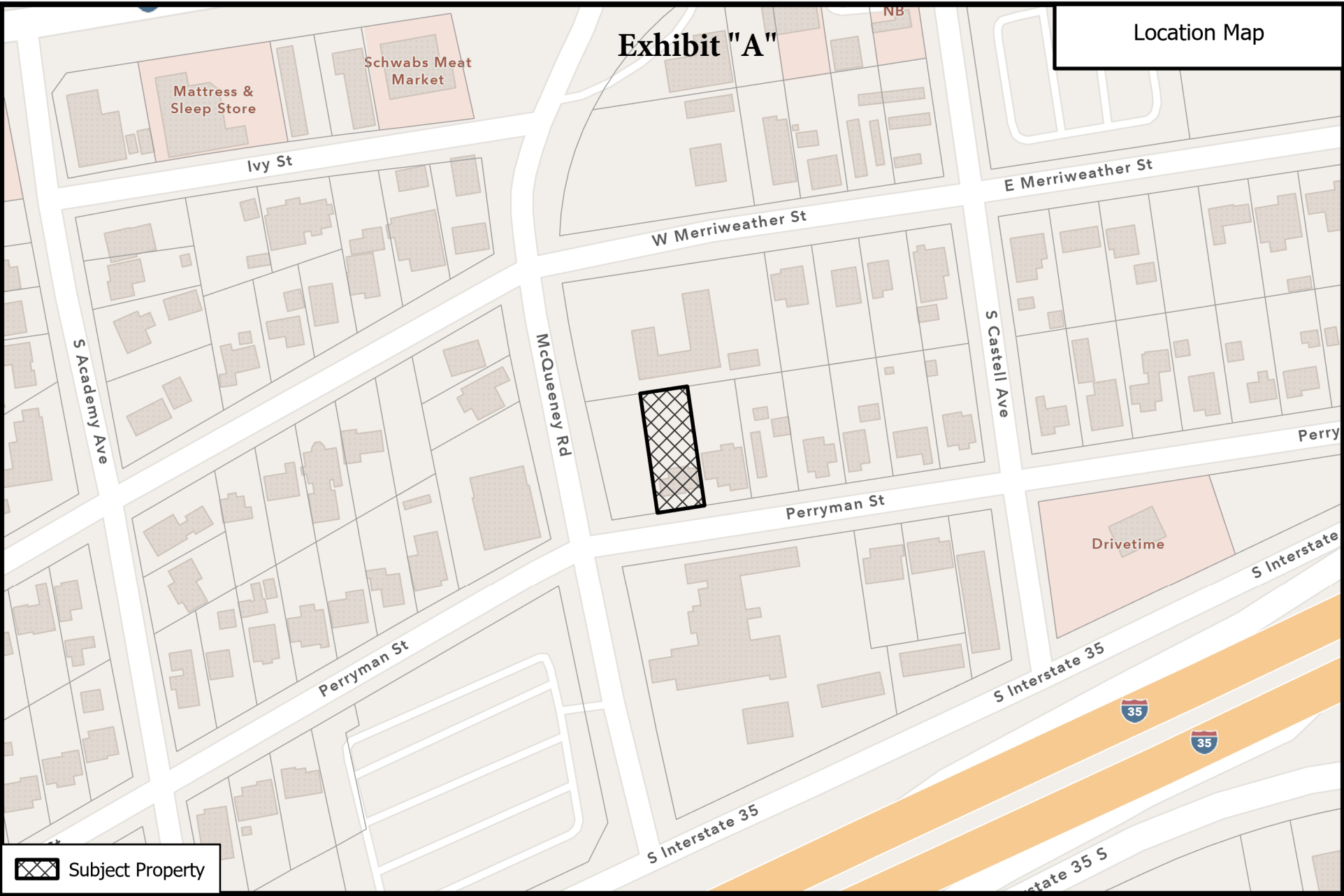
NEAL LINNARTZ, Mayor

ATTEST:

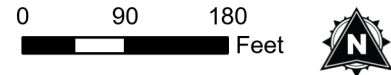
GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney



SUP26-104
284 Perryman St - SUP for STR



Path: L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-104 - 284 Perryman St - SUP

Source: City of New Braunfels Planning
 Date: 5/4/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braur officials or employees for any discrepancies, errors, or variances which may

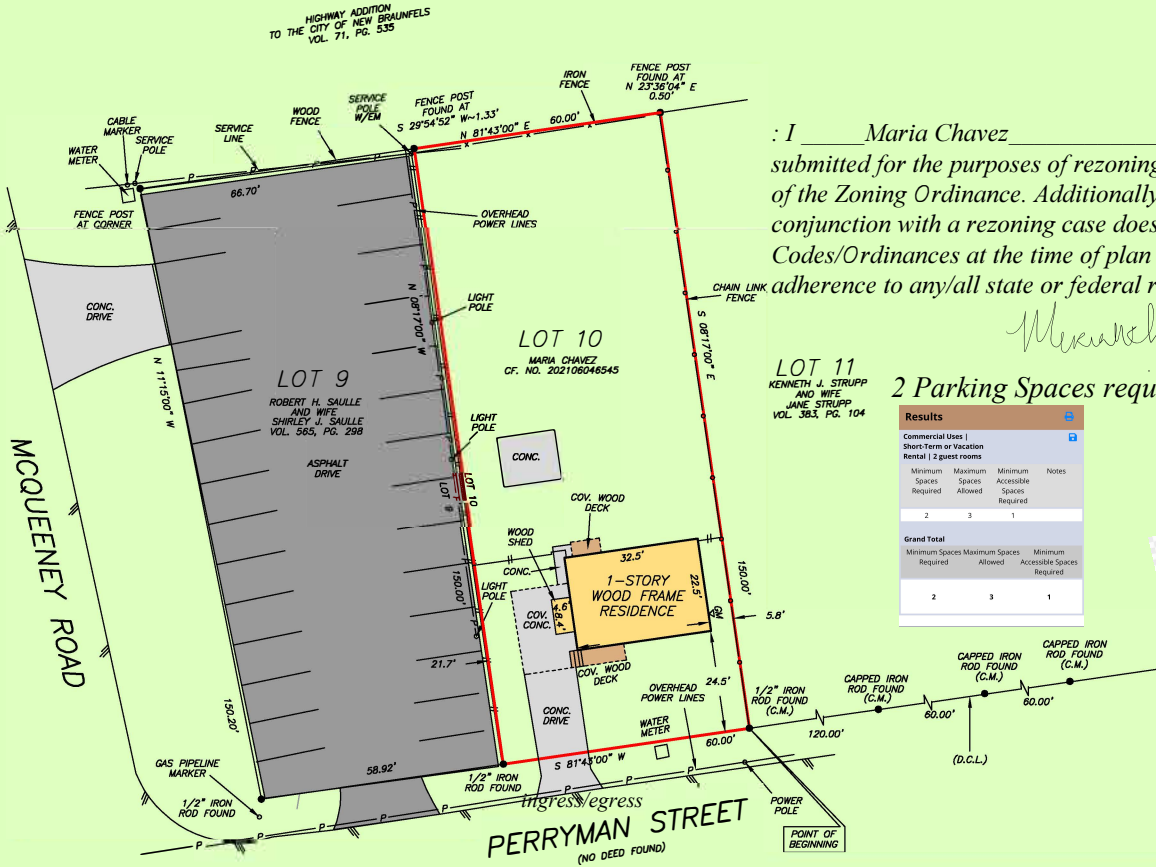


Exhibit "B"

ADDRESS: 284 PERRYMAN STREET
NEW BRAUNFELS, TEXAS 78130
ORDERED BY: PYPYR OLSON

0.2066 ACRE
LOT 10
NEW CITY BLOCK 1072
AN UNRECORDED SUBDIVISION IN THE CITY
OF NEW BRAUNFELS
COMAL COUNTY, TEXAS
(SEE ATTACHED METES AND BOUNDS DESCRIPTION)

SCALE: 1" = 30'



I, Maria Chavez, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City-adopted Codes/Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.

Maria Chavez

2 Parking Spaces required

Results			
Commercial Uses			
Short-Term or Vacation Rental 2 guest rooms			
Minimum Spaces Required	Maximum Spaces Allowed	Minimum Accessible Spaces Required	Notes
2	3	1	
Grand Total			
Minimum Spaces Required	Maximum Spaces Allowed	Minimum Accessible Spaces Required	
2	3	1	

north arrow



NOTE: THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. OTHER EASEMENTS AND/OR BUILDING LINES MAY AFFECT THIS TRACT.
NOTE: LOWER COLORADO RIVER AUTHORITY EASEMENT PER VOL. 114, PG. 623.



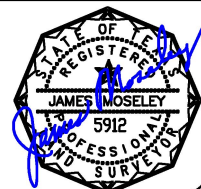
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER FIRM PANEL NO. 48091C 0455 F
MAP REVISION: 09/02/2009
ZONE X-SHADED
BASED ONLY ON VISUAL EXAMINATION OF MAPS. INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY.

A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
RECORD BEARINGS: CF NO. 202108046545

DRAWN BY: JB

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.



JAMES E. MOSELEY
PROFESSIONAL LAND SURVEYOR
NO. 5912
JOB NO. SA2023-02103
MAY 15, 2023

Driveway measurements
47 ft long x 13.5 ft wide.

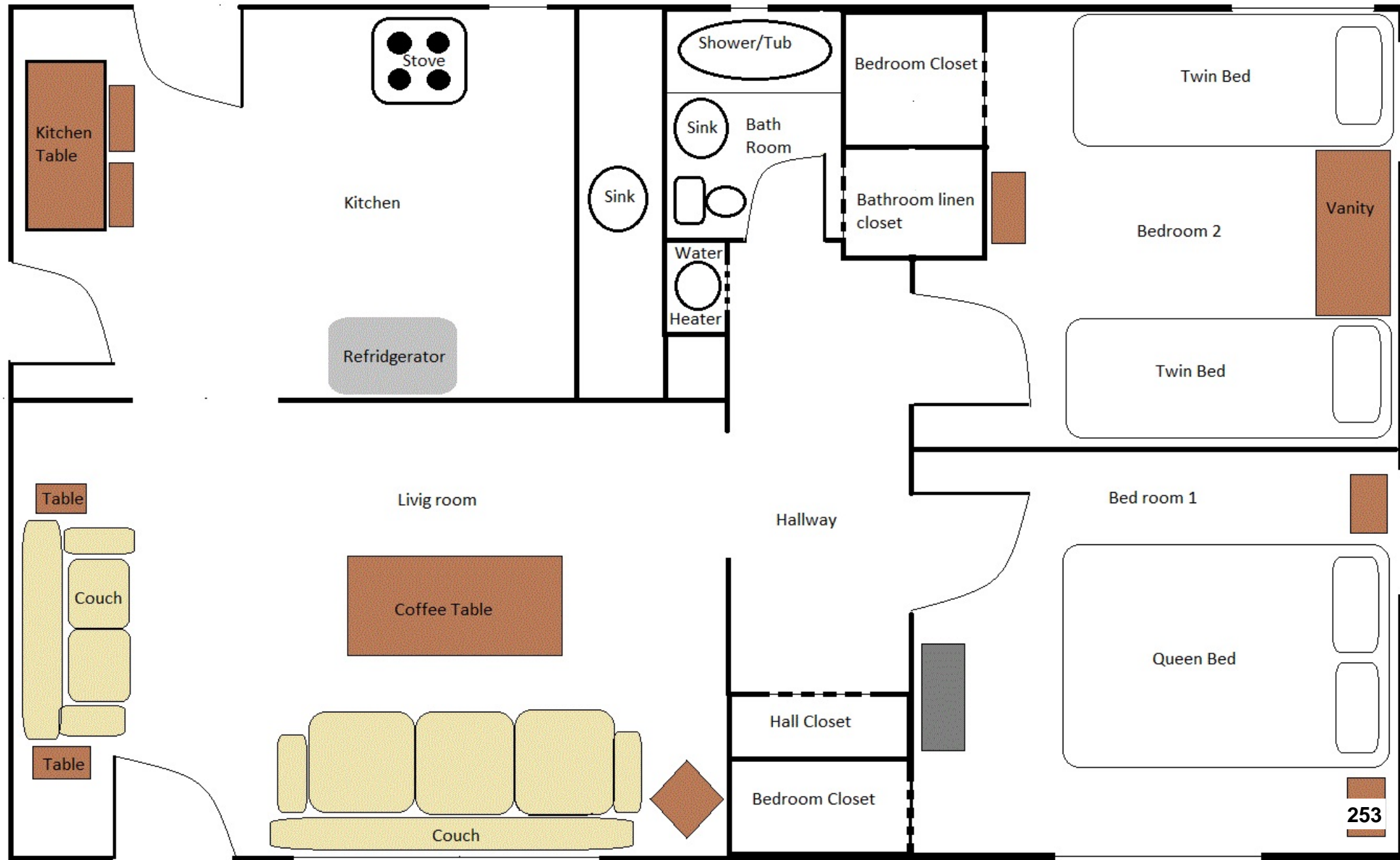
each parking space in 9ft wide and 20 ft long
2 parking spaces on driveway to enter at
Perryman Street - ingress/egress



PRECISION
surveyors

1-800-LANDSURVEY
www.precisionsurveyors.com
281-496-1586 FAX 281-496-1867 210-829-4941 FAX 210-829-1555
880 THIRDAWEELE STREET SUITE 150 HOUSTON, TEXAS 77079 1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217
FIRM NO. 10063700

Exhibit "C"



5/26/2026

Agenda Item No. B)

PRESENTER:

Christopher J. Looney, AICP, Planning Director

Applicant/Owner: Paul Paniagua

SUBJECT:

Public hearing and first reading of an ordinance requested by Paul Paniagua of approximately 0.3 of an acre out of the City Block Subdivision 3007, Lot 4, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 1258 West San Antonio Street.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:****Case No:** SUP26-122**Applicant:**

Paul Paniagua

(210) 643-6096

Staff Contact:

Amanda Mushinski, AICP, CNU-A

(830) 221-4056 | amushinski@newbraunfels.gov

The subject property comprises approximately 0.3 of an acre (about 11,200 square feet) on the northwest side of West San Antonio Street, approximately one block southwest of the intersection with South Walnut Avenue. It is bordered by C-2 zoning on either side, and R-2 zoning to the rear. Adjacent land uses include commercial and residential.

The 1930s residence is roughly 1141 square feet with 2 bedrooms and 2 bathrooms. The applicant requests this rezoning to allow the short-term rental (STR) of the existing home. Although the C-2 base zoning district allows overnight lodging, the existing structure was originally constructed as a residence; the Zoning Ordinance currently requires a Special Use overlay to allow the short-term rental of a house regardless of the base zoning.

Per the Zoning Ordinance, the maximum occupancy of an STR with a total of 2 bedrooms and 2 bathrooms is 6 occupants, and the minimum off-street parking is 2 spaces. If approved, the applicant will be required to provide a paved driveway with two paved parking spaces.

ISSUE:

Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

COMPREHENSIVE PLAN REFERENCE:

The proposed rezoning to apply the Special Use Permit overlay is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, near existing Tourist and Outdoor Recreation Centers.

STRATEGIC PLAN REFERENCE:

Economic Mobility Enhanced Connectivity Community Identity
 Organizational Excellence Community Well-Being N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

FISCAL IMPACT:

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land or within an area increases revenue to cover costs to provide services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:

Staff recommends approval with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.
3. A paved driveway with two paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

The Planning Commission held a public hearing on May 5, 2026, and unanimously recommended approval of the applicant's request (7-0-0).

Code of Ordinances Sec. 144-2.1 *Changes and Zoning Amendments:*

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

- (1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
- (2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- (3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
- (4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
- (5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:


Public hearing notices were sent to owners of 18 properties within 200 feet of the request. As of the date this agenda was posted, the city has received 3 responses in favor and 1 opposed.

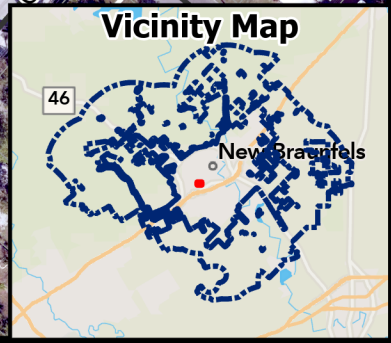
Resource Links:

- Chapter 144, Sec. 3.3-8 (C-2) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

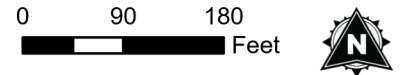
Aerial Exhibit

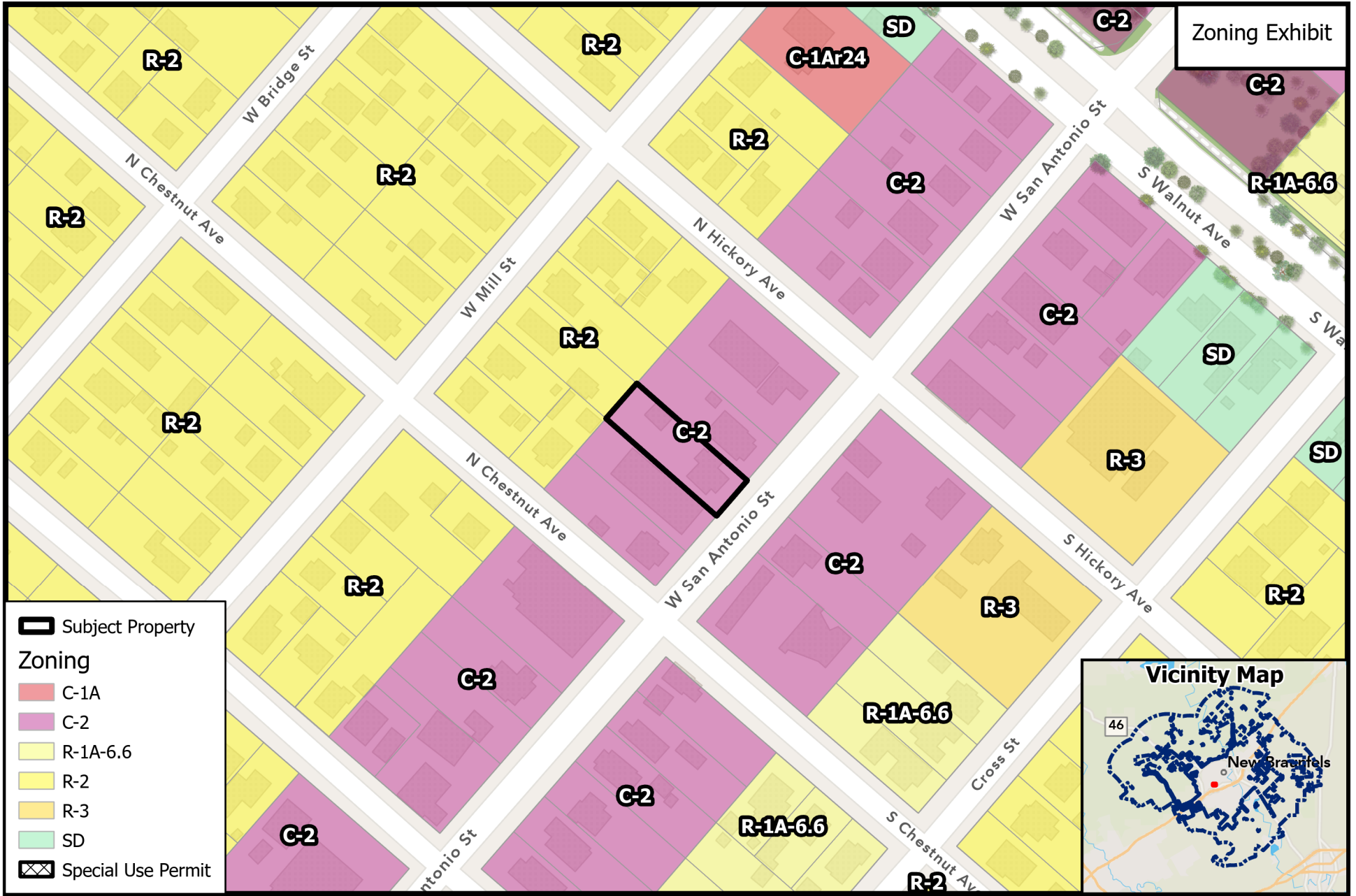


 Subject Property











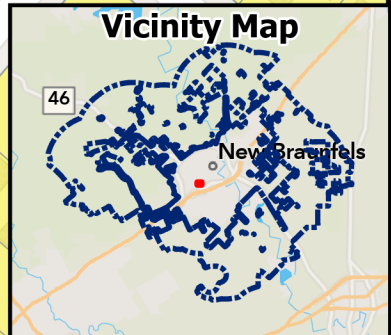
SUP26-122
1258 W San Antonio



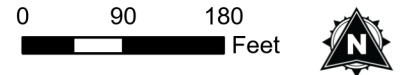


Zoning Exhibit

-  Subject Property
- Zoning**
-  C-1A
-  C-2
-  R-1A-6.6
-  R-2
-  R-3
-  SD
-  Special Use Permit



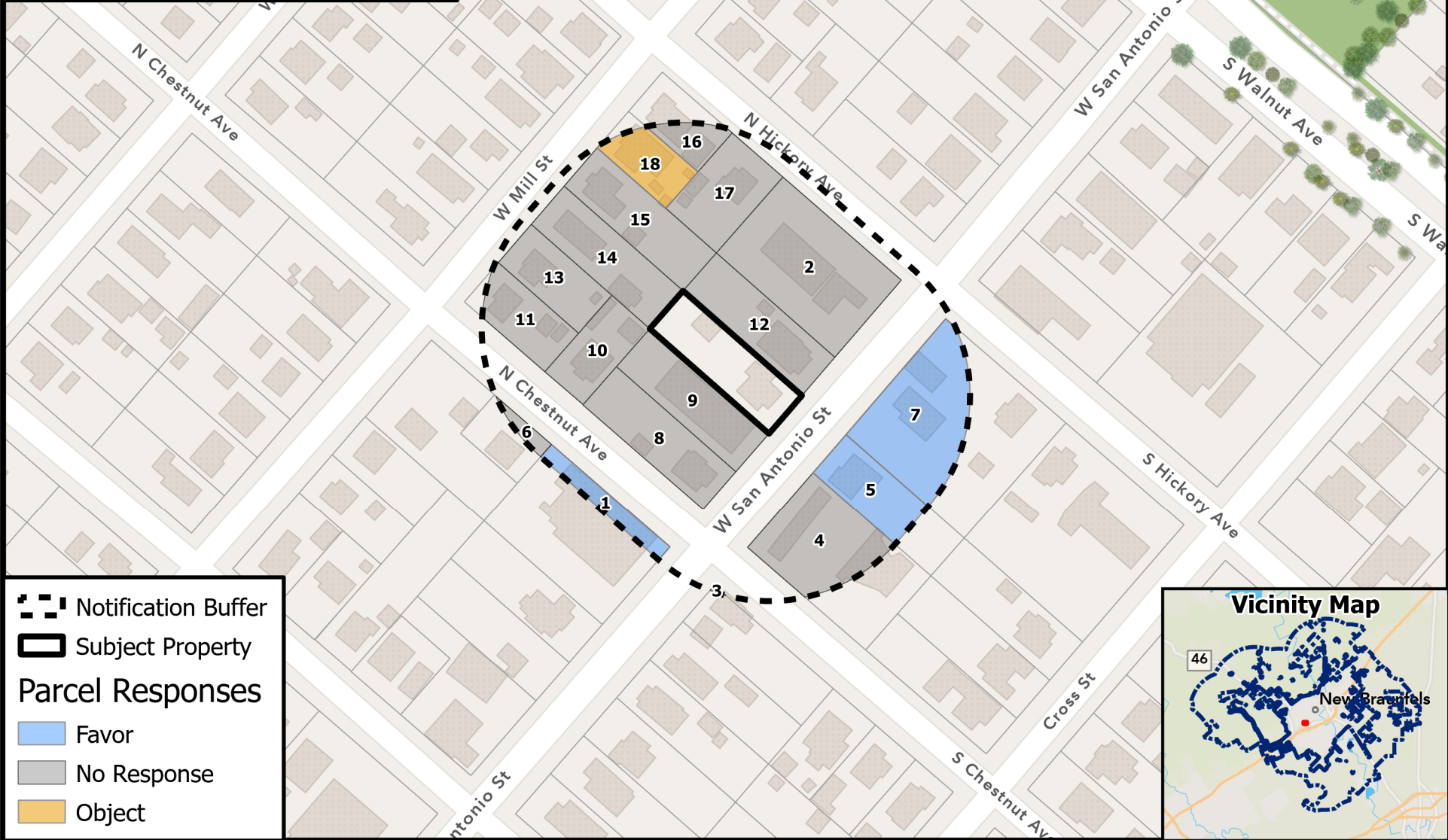
SUP26-122
1258 W San Antonio





1258 W San Antonio St

1 Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.

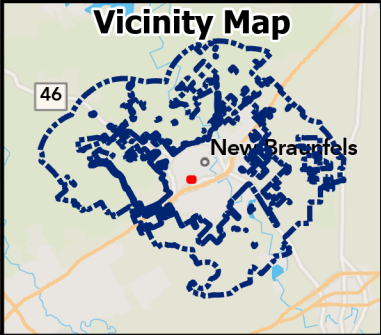


Notification Buffer

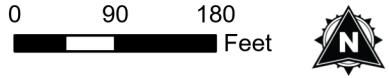
Subject Property

Parcel Responses

- Favor
- No Response
- Object



SUP26-122
1258 W San Antonio



PLANNING COMMISSION – May 5, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Paul Paniagua

Address/Location: 1258 W SAN ANTONIO ST

SUP26-122

The numbers on the map correspond to the property owners listed below. All information is from the Appraisal District Records. The property under consideration is marked as "Subject Property".

- | | |
|--------------------------------|-----------------------|
| 1. HERNANDEZ MANUELA ET AL | 10. SANNIPOLI WAYNE |
| 2. HERNANDEZ ARMANDO J & HILDA | 11. LEYVA AIDE E |
| 3. DOLEV URI | 12. 412 LIVE OAK LLC |
| 4. 1289 SAN ANTONIO ST LLC | 13. HMF VENTURES LLC |
| 5. OLSON JOSEPH ET AL | 14. WHITE BASIL J |
| 6. OLVERA JUAN L & PERFECTA L | 15. MASSIE KAYLA |
| 7. OAKWOOD BAPTIST CHURCH | 16. MORRIS PATRICIA R |
| 8. BAESE BRADLEY M | 17. GORMAN CAROLINE |
| 9. BAESE BRADLEY M & JENNIE F | 18. HERRERA ELIZA Y |

SEE MAP

OAKWOOD BAPTIST CHURCH

2154 LOOP 337

NEW BRAUNFELS TX 78130

Property #: 7

SUP26-122

Case Manager: AM

FAVOR

OPPOSE

COMMENTS

RECEIVED
APR 28
BY: *Adm*

HERNANDEZ MANUELA ET AL

1304 W SAN ANTONIO ST

NEW BRAUNFELS TX 78130

Property #: 1

SUP26-122

Case Manager: AM

FAVOR

OPPOSE

COMMENTS

RECEIVED
APR 28
BY: *Adm*

HERRERA ELIZA Y

1223 W MILL ST

NEW BRAUNFELS TX 78130

Property #: 18

SUP26-122

Case Manager: AM

COMMENTS

RECEIVED
APR 28
BY: *Adm*

FAVOR

OPPOSE

NO

OLSON JOSEPH ET AL
1253 W SAN ANTONIO ST
NEW BRAUNFELS TX 78130

Property #: 5
SUP26-122
Case Manager: AM

FAVOR

OPPOSE

COMMENTS

RECEIVED
MAY 07
BY: *AM*

Draft Minutes for the May 5th 2026 Planning Commission Regular Meeting

B) SUP26-122 Public hearing and recommendation to City Council requested by Paul Paniagua of approximately 0.3 of an acre out of the City Block Subdivision 3007, Lot 4, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 1258 West San Antonio Street.

Commissioner Henry returned to the Council Chambers at 6:12 pm.

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

Discussion followed on the written objection, the property's proximity to other short term rentals in the area, staff's recommendation, prior approvals, and the uses currently permitted under the property's zoning designation.

Chair Sonier invited the applicant to speak on the item.

Paul Paniagua firstly notified the Commission and staff about a fraudulent email he received, then thanked the Commission for consideration of his Special Use Permit request.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Vice-Chair Taylor, seconded by Commissioner Allsup, to recommend approve of the item to City Council with staff recommended conditions. Motion carried unanimously (8-0-0).

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.3 ACRES, BEING OUT OF THE CITY BLOCK SUBDIVISION 3007, LOT 4, CURRENTLY ADDRESSED AT 1258 WEST SAN ANTONIO STREET, FROM C-2 (GENERAL BUSINESS DISTRICT) TO C-2 SUP (GENERAL BUSINESS DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW A SHORT-TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for short term rental use; and

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan; and

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan; and

WHEREAS, the City Council desires to grant a Special Use Permit at 1258 West San Antonio Street, to allow short term rental of a residence in the C-2 (General Business District); **now, therefore;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the City Block Subdivision 3007, Lot 4, being as depicted on Exhibit "A" attached.

SECTION 2

THAT the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit "B" and floor plan Exhibit "C". Any significant changes to the site plan will require a revision to the SUP.
3. A paved driveway with two paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

SECTION 3

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

SECTION 4

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 5

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 26th day of May 2026.

PASSED AND APPROVED: Second reading this 8th day of June 2026.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

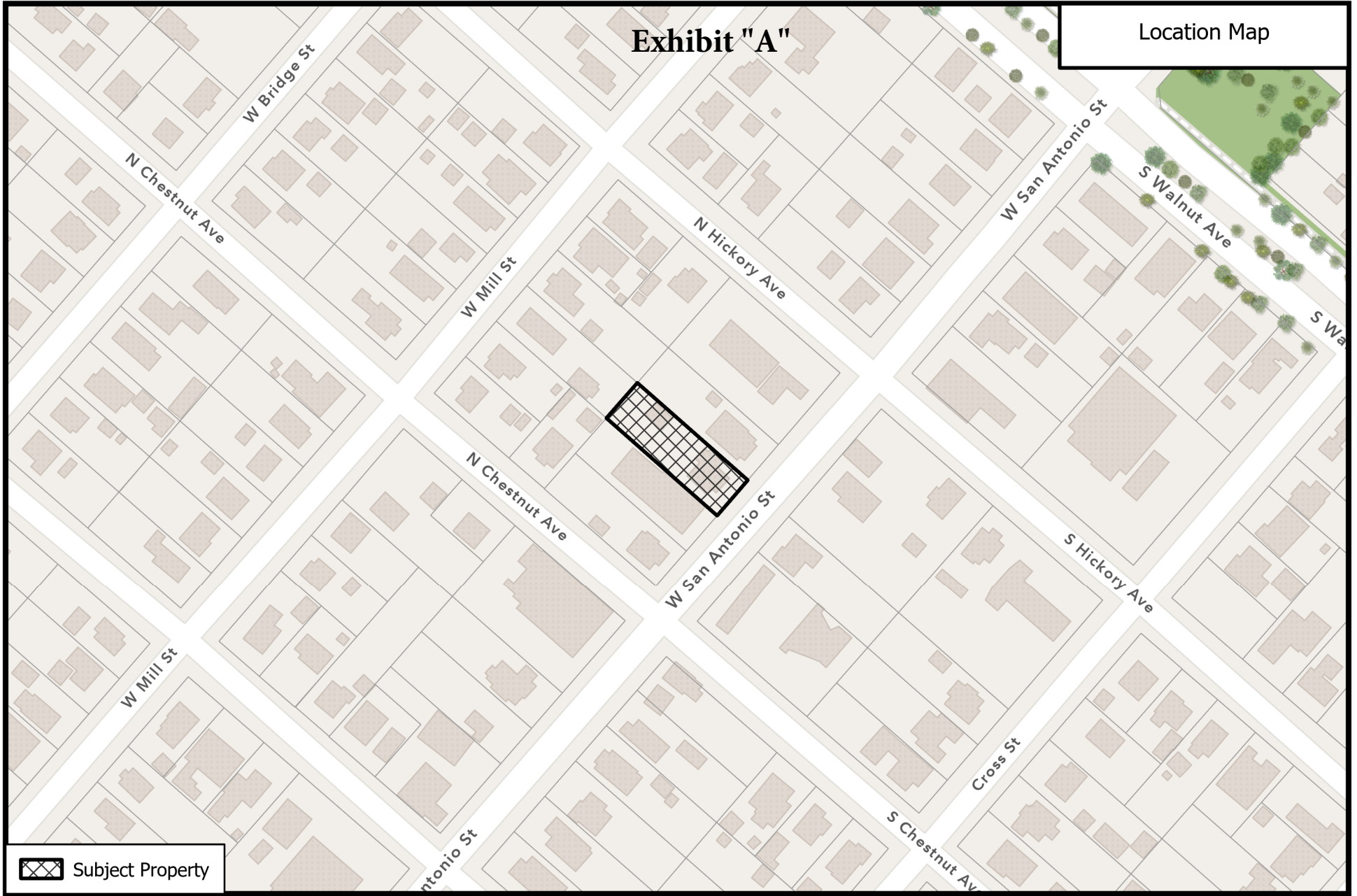
GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

Exhibit "A"

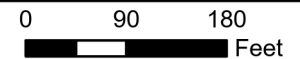
Location Map



 Subject Property



SUP26-122 1258 W San Antonio

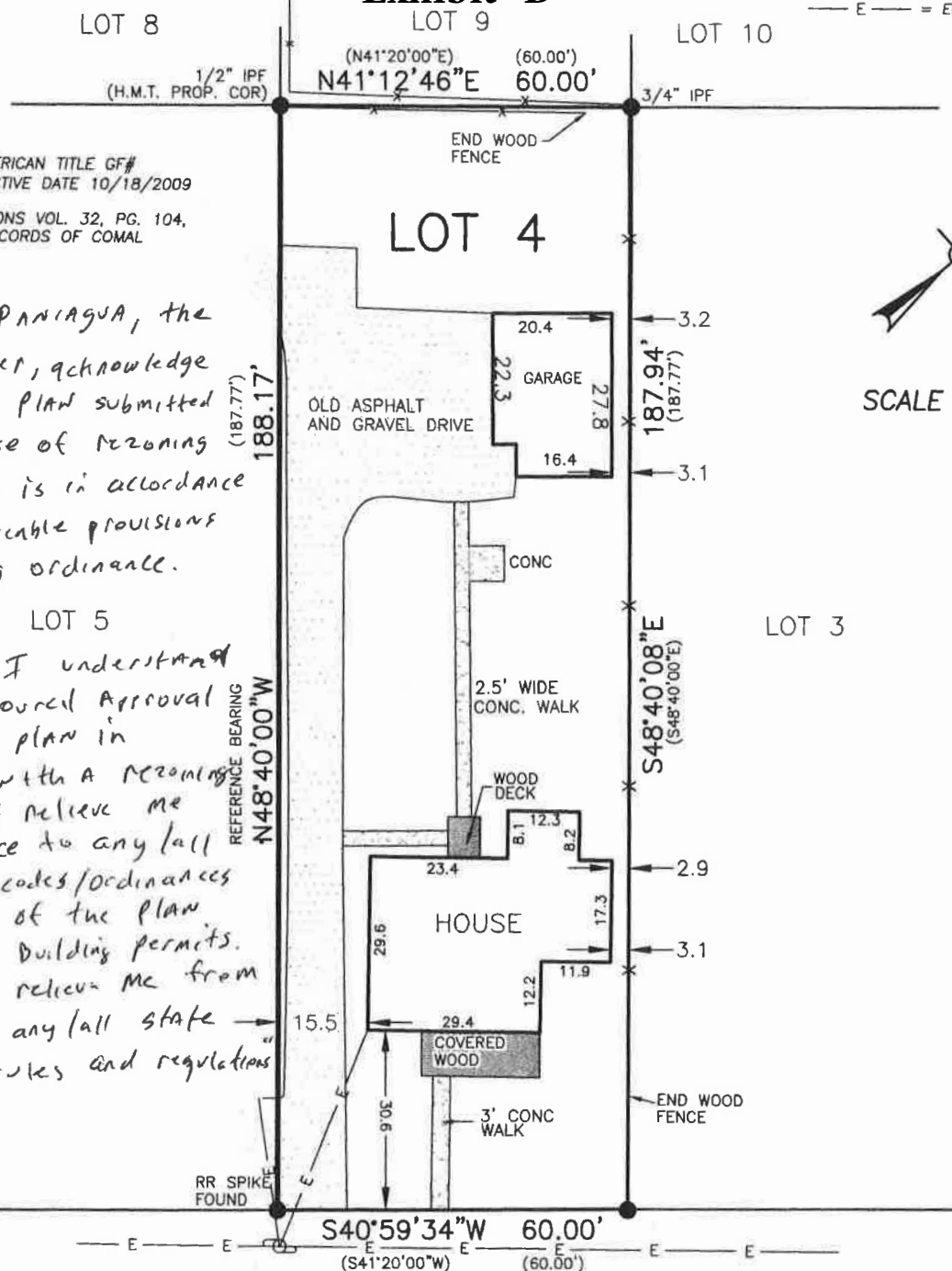


BEING LOT 4, BLOCK 35, NEW CITY BLOCK 3007, SOUTHWEST NEW BRAUNFELS, CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 32, PG. 104, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS

LEGEND:

- = POWER POLE
- = FOUND 1/2" IRON PIN FOUND UNLESS OTHERWISE NOTED
- R.O.W. = RIGHT-OF-WAY
- () = PLAT CALLS (32/104)
- E = ELECTRIC LINE

Exhibit "B"



SCALE 1"=30'

REFERENCE FIRST AMERICAN TITLE GF# 1399940-SA60, EFFECTIVE DATE 10/18/2009
 REFERENCE RESTRICTIONS VOL. 32, PG. 104, OF MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS

All I Paul Paniagua, the property owner, acknowledge that this site plan submitted for the purpose of rezoning this property is in accordance with all applicable provisions of the zoning ordinance.

Additionally, I understand that City Council Approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any all city-adopted codes/ordinances at the time of the plan submittal for building permits. Nor does it relieve me from adherence to any all state or Federal rules and regulations.

W. SAN ANTONIO ST.
 (70' R.O.W.)(32/104)

THIS SURVEY IS CERTIFIED TO:
 PABLO PANIAGUA, SENTE MORTGAGE
 AND FIRST AMERICAN TITLE

HMT
 ENGINEERING & SURVEYING
 HOLLMIG • MOELLER • THORNHILL

410 N. SEGUIN AVE.
 NEW BRAUNFELS,
 TEXAS, 78130
 www.HMTNB.com
 PH:(830)625-8555
 FAX:(830)625-8556



STATE OF TEXAS
 COUNTY OF COMAL

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND ALL OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN

THIS 21ST DAY OF JANUARY 2009

Thor Thornhill
 THOR THORNHILL

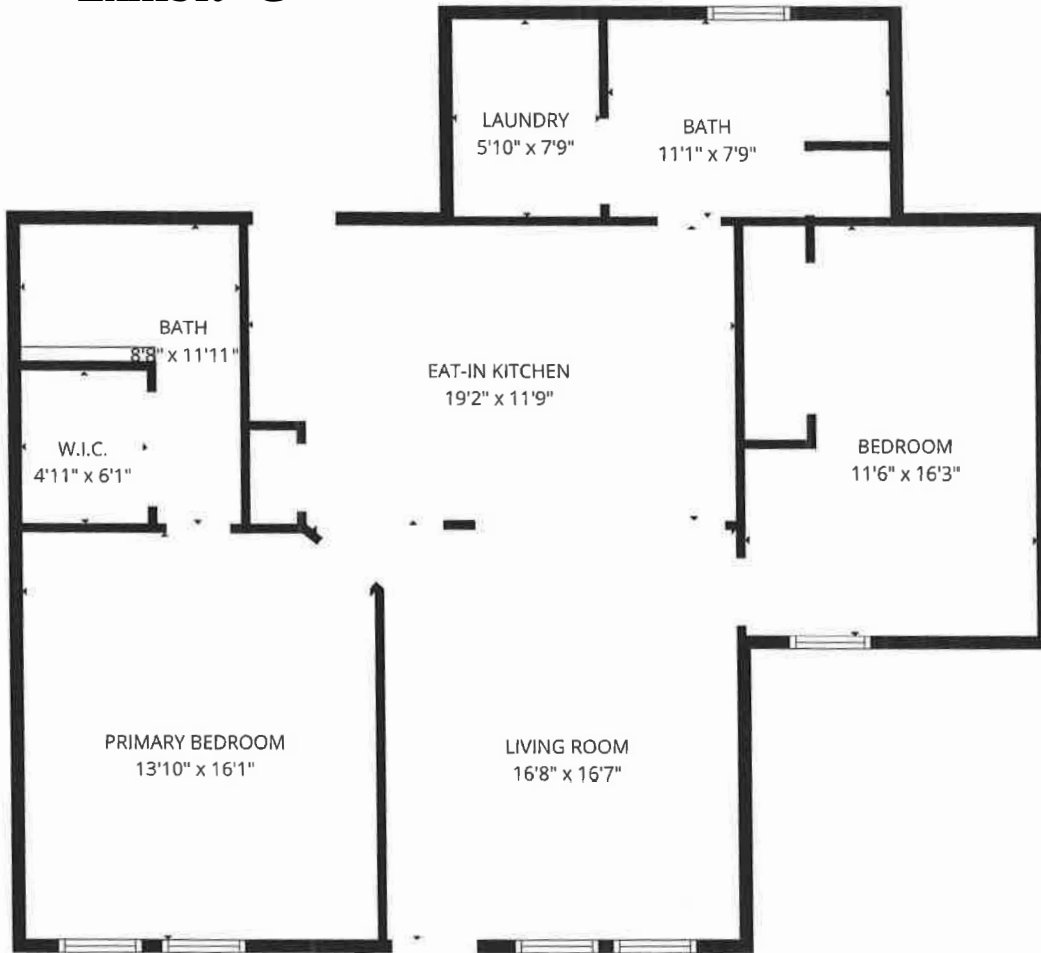
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6177

1258 W. SAN ANTONIO ST.
 NEW BRAUNFELS, TEXAS

ASB010

Designer Name: P. Paniagua (Title: Surveyor) Date: 1/15/2009, 5:00pm
 User: ThorThornhill
 Job No.: 2009-2-50m

Exhibit "C"



FLOOR PLAN PREPARED BY FLOORPLANAPP. MEASUREMENTS OBTAINED FROM VISUAL INSPECTION.

5/26/2026

Agenda Item No. C)

PRESENTER:

This item was requested to be placed on the agenda by Councilmember Carter.

SUBJECT:

Discuss and consider the possible reconsideration of the City Council's action on May 11th on item 1(b) on the City Council's 5pm executive session meeting and discussion regarding the employment, duties, discipline, and appointment of the City Attorney position and discussion regarding the removal of the City Attorney in accordance with Section 551.074 of the Texas Government Code.

5/26/2026

Agenda Item No. A)

PRESENTER:

Robert Camareno, City Manager

SUBJECT:

Presentation, discussion and possible direction to staff regarding the creation and composition of a charter review commission, selection process of an outside legal firm to assist with the charter review and amendment process and associated timeline for a potential charter amendment election.

5/26/2026

Agenda Item No. A)

SUBJECT:

Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

1. Lefko USA, Inc.
2. Discuss City Charter, ordinances, Texas Constitution, state statutes and conflict of laws related to majority and plurality voting requirements.

5/26/2026

Agenda Item No. B)

SUBJECT:

Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:

1. Gener8tor



City Council - Executive Session Agenda Item Report

550 Landa Street
New Braunfels, TX

5/26/2026

Agenda Item No. C)



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

5/26/2026

Agenda Item No. D)
