



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



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

MONDAY, JULY 14, 2025 at 6:00 PM

Neal Linnartz, Mayor
Toni L. Carter, Councilmember (District 1)
Michael Capizzi, Councilmember (District 2)
D. Lee Edwards, Councilmember (District 3)

Lawrence Spradley, Mayor Pro Tem (District 4)
Mary Ann Labowski, Councilmember (District 5)
April Ryan, Councilmember (District 6)
Robert Camareno, City Manager

Amended 07-10-2025

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 LABOWSKI

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

A) Parks and Recreation Month

[25-392](#)

CITIZENS COMMUNICATIONS

This time is for citizens to address the City Council on issues and items of concerns 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 June 23,2025 regular and June 30,2025 [25-861](#) special city council meeting minutes.
Natalie Baker, Assistant City Secretary
- B) Approval of a budget amendment to the Police [25-777](#) Department Facility and the Contingencies projects in the 2019 Bond Fund to address various facility maintenance projects.
Karrie Cook, Budget Manager
- C) Approval of a recommended change to the New [25-790](#) Braunfels Downtown Board Bylaws.
Mandi Scott, Economic and Community Development Manager
- D) Approval of a contract with Kimley-Horn and Associates [25-813](#) to update the Roadway Impact Fee Study.
Garry Ford, Transportation and Capital Improvements Director
- E) Approval of expenditures with Vortex Doors for [25-801](#) preventative maintenance and repairs to station doors and gates for the Fire Department.
Ruy Lozano, Fire Chief
- F) Approval of an amendment to the Professional Service [25-859](#) Agreement with Quiddity Engineering, LLC for the San Antonio St and Water Ln project and authorization for the City Manager to execute contract modifications following the established purchasing policy.
Scott McClelland, Assistant Director Transportation and Capital Improvements
- G) Approval of Multi-Agency Mutual Aid Agreement with the [25-868](#) New Braunfels Fire Department and Fire and Emergency Districts within Hays and Travis Counties.
Ruy Lozano, Fire Chief
- H) Approval of a contract with Cognizant for professional [25-880](#) services related to continued implementation of Workday software.
Tony Gonzalez, Director of Information Technology

- I) Approval of a contract with C.H. Johnson Consulting, Inc. [25-851](#)
for the development of market viability study of an expansion to the New Braunfels Civic/Convention Center, demand analysis for an adjacent hotel and conceptual site planning services.

Jared Werner, Assistant City Manager

- J) Approval of an agreement between City of New Braunfels and Radish Health Medical Group to administer an employee onsite health clinic. [25-884](#)

Lindsey Cox, Assistant Human Resources Director

Resolutions

- K) Approval of a resolution recommended by the New Braunfels Economic Development Corporation (NBEDC) approving a project expenditure, of up to \$1,200,000, to Alamo Colleges District - Northeast Lakeview College for a primary job training facility and career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code. [25-803](#)

Jonathan Packer, CEO, New Braunfels Chamber of Commerce

Ordinances

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

- L) Approval of the second and final reading of an ordinance to add a local historic landmark designation and rezone approximately 0.21 acres of Lot 5, New City Block 3019 from R-2 HD (Single Family and Two-Family District with a Historic District overlay) to R-2 HD HL (Single Family and Two-Family District with Historic District and Historic Landmark overlays), currently addressed at 648 West Mill Street. (HST25-134) [25-822](#)

Katie Totman, Historic Preservation Officer

- M) Approval of the second and final reading of an ordinance to rezone approximately 5 acres out of the John Thompson Survey 21, Abstract 608, from C-3 (Commercial District) and APD (Agricultural/Pre-Development District) to C-1B (General Business District), currently addressed at 4001 IH 35 S. [25-799](#)

Christopher J. Looney, AICP Planning and Development Services Director

- N) Approval of the second and final reading of an ordinance [25-818](#) regarding proposed amendments to the City's Code of Ordinances: Chapter 144, regarding sidewalk requirements.

Christopher J. Looney, AICP, Planning and Development Services Director

- O) Approval of the second and final reading of an ordinance [25-819](#) amending the New Braunfels Code of Ordinances, Appendix D, Fee Schedule, by adding an Extraterritorial Jurisdiction (ETJ) Release Petition filing fee.

Christopher J. Looney, AICP, Planning and Development Services 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) Discuss and consider approval of an ordinance [25-856](#) authorizing the issuance of city of New Braunfels, Texas general obligation and refunding bonds in one or more series; levying an ad valorem tax in support of the bonds; approving a paying agent/registrar agreement, an official statement, a purchase agreement, and an escrow agreement as needed for the sale of bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds.

Sandy Paulos, Director of Finance

- B) Public hearing regarding the U.S. Department of Housing and Urban Development Community Development Block Grant 2025-2029 Consolidated Plan, Fair Housing Plan, and Annual Action Plan, including funding recommendations for Program Year 2025.

Jennifer Gates, Grants Coordinator

3. PRESENTATIONS

- A) Presentation and update on the City of New Braunfels [25-881](#) Fiscal Year 2026 Capital Improvement Plan.

Brenadette Faust, Capital Projects Manager

- B) Presentation on a proposed economic development [25-830](#) incentive to Northeast Lakeview College at New Braunfels for an expansion project to promote workforce

training and education.

Jordan Matney, Deputy City Manager

Dr. Veronica Garcia, President, Northeast Lakeview College

4. 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 issues regarding economic development [25-804](#)
negotiations in accordance with Section 551.087 of the
Texas Government Code:

1. Northeast Lakeview College at New Braunfels
2. Lefko USA, Inc.
3. The Neue
4. HD Supply

**5. 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.

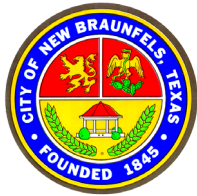


City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

7/14/2025

Agenda Item No. A)



Proclamation

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

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of New Braunfels, Texas; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim July 2025, as

"PARKS AND RECREATION MONTH"

in New Braunfels, and I encourage residents to take part in events and to remember that New Braunfels is “Where You Belong!”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 14th day of July 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

7/14/2025

Agenda Item No. A)

PRESENTER:

Natalie Baker, Assistant City Secretary

SUBJECT:

Approval of the June 23,2025 regular and June 30,2025 special city council meeting minutes.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, JUNE 23, 2025**

AGENDA AMENDED 06-20-2025

CALL TO ORDER

Mayor Linnartz called the meeting to order at 6:00 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 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.

PRESENTATIONS:

A) Recognition of Jonathan Matocha's retirement.
Mayor Linnartz read the aforementioned item.

Matt Eckmann presented this item to council and introduced Johnathan Matocha and recognized his 20 years of service with the city.

B) Texas Municipal Clerks Achievement of Excellence Award.
Mayor Linnartz read the aforementioned item.

Gayle Wilkinson presented this item to council and recognized the City Secretary's Office for achieving the award of excellence from the Texas Municipal Clerks Association.

CITIZENS COMMUNICATIONS

This time is for citizens to address the City Council on issues and items of concerns 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.

No one spoke at this time.

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 June 9, 2025 city council regular and executive session and the June 16, 2025 special meeting minutes.
- B) Approval of the City Manager's appointment of Horacio Lucero to the Civil Service Commission for an unexpired term ending 11-30-2025.
- C) Approval of the Mayoral appointment for Timothy Dean Word, III to the Transportation and Traffic Advisory Board for an unexpired At-Large position ending 05-31-2026.
- D) Approval of a Professional Services Agreement with Kimley Horn & Associates, Inc. for the development of the City of New Braunfels Bicycle and Pedestrian Network Plan.
- E) Approval of the Roadway Impact Fee Report for October 1, 2024 to March 31, 2025.
- F) Approval of a contract amendment with Norris Design for additional services for the Zipp Family Sports Park.
- G) Approval for a sewer connection fee on the Zipp Family Sports Park to Guadalupe-Blanco River Authority.

- H) Approval of a contract with American Fence Company for the construction of the New Braunfels National Airport Perimeter Security Fence project and authority for the City Manager to approve changes up to the contingency.
- I) Approval of Service Agreements with Auto Xtras Inc, Farrwest Specialty Vehicles, Industrial Communications and Kevin H Lawlor.
- J) Approval of the City of New Braunfels FY 2025 Second Quarter Investment Report.

Resolutions

- K) Approval of a resolution supporting the submission of projects to the U.S. Department of Transportation's Safe Streets and Roads for All grant program.
- L) Approval of a resolution of the City Council of the City of New Braunfels, Texas, approving a Meet and Confer Agreement between the City and the New Braunfels Police Officers' Association (NBPOA), and providing an effective date.
- M) Approval of a resolution giving consent to the issuance of Contract Revenue Bonds by Comal County Master Water Improvement District (Veramendi), Unlimited Tax Road Bonds by Comal County Water Improvement District No. 1A, Unlimited Tax Bonds by Comal County Water Improvement District No. 1D and Unlimited Tax Road Bonds by Comal County Water Improvement District No. 1F.

Ordinances

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

- N) Approval of the first reading of an ordinance amending the New Braunfels Code of Ordinances, Appendix D, Fee Schedule, by adding an Extraterritorial Jurisdiction (ETJ) Release Petition filing fee.
- O) Approval of the second and final reading of an ordinance establishing the number of positions in each classification in the New Braunfels Fire Department pursuant to Local Government Code, Chapter 143.

Approval of the Consent Agenda

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

Monday, June 23, 2025 New Braunfels City Council Regular Meeting

Mayor Pro Tem Spradley made a motion to approve the consent agenda. Councilmember Labowski 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) Public hearing and first reading of an ordinance to rezone approximately 4 acres out of the J M Veramendi Survey, Abstract 2, from R-2 AH (Single-Family and Two-Family District with Airport Hazard Overlay) to C-4A AH (Resort Commercial District with Airport Hazard Overlay), currently addressed at 1251 Ervendberg Avenue.

Mayor Linnartz read the aforementioned item.

Christopher Looney spoke to council and stated the applicant is requesting a postponement of this item to a future meeting.

The following individuals spoke at this time regarding the postponement: Teresa Hastings, Kim Pampell, Julie Rodgers, Shawna Otti

Councilmember Ryan motioned to deny the postponement. Councilmember Labowski seconded the motion which passed unanimously.

Christopher Looney presented this item to council using a powerpoint presentation and answered questions.

The following individuals spoke at this time regarding the item: Teresa Hastings, Kim Pampel, Julie Rodgers, Shawna Otti

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

- B) Public hearing and first reading of an ordinance to add a local historic landmark designation and rezone approximately 0.21 acres of Lot 5, New City Block 3019 from R-2 HD (Single Family and Two-Family District with a Historic District overlay) to R-2 HD HL (Single Family and Two-Family District with Historic District and Historic Landmark overlays), currently addressed at 648 West Mill Street. (HST25-134)

Mayor Linnartz read the aforementioned item.

Katie Totman presented this item using a powerpoint presentation.

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

C) Public hearing and first reading of an ordinance regarding proposed amendments to the City's Code of Ordinances: Chapter 144, regarding sidewalk requirements.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item using a powerpoint presentation and answered questions.

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

D) Public hearing and first reading of an ordinance to rezone approximately 5 acres out of the John Thompson Survey 21, Abstract 608, from C-3 (Commercial District) and APD (Agricultural/Pre-Development District) to C-1B (General Business District), currently addressed at 4001 IH 35 S.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item using a powerpoint presentation.

Christopher Looney introduced James Griffin, a representative of the applicant to council and presented using a powerpoint presentation.

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

E) Discuss and consider the second and final reading of an Ordinance Amending Chapter 130, Article III, Sections 130-56, 130-57, and 130-58, Code of Ordinances of the City of New Braunfels, Texas Adjusting Electric Rates and Charges for Fiscal Year 2026; Providing for Adjustments of Electric Rates and Charges for Fiscal Year 2027;

Resolving Other Matters Incident and Related Hereto; Repealing All Other Ordinances and Parts of Ordinances in Conflict Herewith; Containing a Savings Clause; and Providing an Effective Date.

Mayor Linnartz read the aforementioned item.

Ryan Kelso presented this item to council referring to a powerpoint presentation and answered questions.

The following individuals spoke at this time: Shane Herren

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

Opposed:

Councilmember Carter

- F) Discuss and consider the second and final reading of an Ordinance Amending Chapter 130, Article IV, Section 130-167, Code Of Ordinances of the City of New Braunfels, Texas Adjusting Water Rates and Charges for Fiscal Year 2026; Providing for Adjustments of Water Rates and Charges for Fiscal Year 2027; Resolving Other Matters Incident and Related Thereto; Repealing All Other Ordinances and Parts of Ordinances in Conflict Herewith; Containing a Savings Clause; and Providing an Effective Date.

Mayor Linnartz read the aforementioned item.

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

- G) Discuss and consider the second and final reading of an Ordinance Amending Chapter 130, Article V, Section 130-257, Code of Ordinances of the City of New Braunfels, Texas Adjusting Sewer Rates and Charges for Fiscal Year 2026; Providing for Adjustments of Sewer Rates and Charges for Fiscal Year 2027; Resolving Other Matters Incident and Related Thereto; Repealing All Other Ordinances and Parts of Ordinances in Conflict Herewith; Containing a Savings Clause; and Providing an Effective Date.

Mayor Linnartz read the aforementioned item.

Mayor Pro Tem Spradley motioned to approve this item. Councilmember Labowski 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.

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

There were no executive session items.

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned the meeting at 7:38 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL
REGULAR MEETING OF MONDAY, JUNE 30, 2025**

CALL TO ORDER

Mayor Linnartz called the meeting to order at 12:02 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: MAYOR PRO TEM SPRADLEY

Mayor Pro Tem Spradley 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.

1. WORKSHOP

A) Presentation and possible direction to staff on a proposal by the New Braunfels Chamber of Commerce for the establishment of a Tourism Public Improvement District.

Mayor Linnartz read the aforementioned item.

Robert Camareno went over retreat objectives with council and introduced each presentation by giving a brief synopsis and what the council should expect throughout the entire retreat.

Jonathan Packer of the New Braunfels Chamber of Commerce introduced Tanya Pence who presented using a powerpoint presentation and answered questions.

Jared Werner also presented information to council regarding this item.

Jonathan Packer and Tanya Pence answered questions from council.

Tanya Pence explained the benefits of creating a Tourism Public Improvement District and how the board would be cultivated based on

the tiers of hotels located within the city to ensure a balanced view for decisions within the proposed zone.

No action or direction was given at this time.

B) Presentation and update regarding the planned market viability and demand analysis for an expansion and improvement of the Civic/Convention Center facility.

Mayor Linnartz read the aforementioned item.

Jared Werner presented this item using a powerpoint presentation and answered questions.

Jared explained to council the need for analysis to determine the feasibility for a civic/convention center expansion through a possible 4 phase analysis that could potentially determine high economic benefit.

Jared also went into detail on the overall cost breakdown, what the possible demand could be for the convention center in the future, and the possibility of partnering with the Economic Development Corporation to help fund this capital improvement.

Tonya Pence and Jonathan Packard with the Chamber spoke on this item as well on the economic impact this would bring to the city if improvements to the civic/convention center were approved.

No action or direction was given at this time.

Mayor Linnartz called for a 5 minute break at 1:18 p.m.

Mayor Linnartz reconvened the meeting at 1:30 p.m.

C) Presentation of the FY 2026-FY 2030 General Fund and Debt Service Fund Financial Forecast.

Mayor Linnartz read the aforementioned item.

Robert Camareno presented this item using a powerpoint presentation

Robert Camareno spoke on the financial forecast and the possible developmental options for the city within the next five fiscal years.

Jared also spoke on this item to council using a powerpoint

presentation and answered questions. Jared went over the general fund and the three main contributors to this fund.

No action or direction was given at this time.

D) Presentation, discussion, and possible direction to staff regarding the establishment of FY 2026 Proposed Budget priorities.

Mayor Linnartz read the aforementioned item.

Jared Werner presented this item to council using a powerpoint presentation and answered questions.

Jared spoke on issues regarding property value growth, sales tax revenues, operating costs, and the projected FY26 general fund capacity.

Robert Camareno also spoke on this item and answered questions from council. Robert spoke on the City Manager Budget Priorities.

No action or direction was given at this time.

E) Presentation and possible direction to staff on the establishment of a Tax Increment Reinvestment Zone that includes the Zipp Family Sports Park and adjacent properties.

Mayor Linnartz read the aforementioned item and item F.

Jordan Matney introduced both items E & F together.

Jeff Jewell presented both items E & F to council using a powerpoint presentation and answered questions.

Jeff spoke on an overview of what a Tax Increment Reinvestment Zone (TIRZ) is and how they are classified by Texas Government Code, the benefits and limitations of a TIRZ, and the timeline for the possible approval of the TIRZ before the end of the fiscal year.

No action or direction was given at this time.

F) Presentation and possible direction to staff on the establishment of a Tax Increment Reinvestment Zone that would support the implementation of the West End Master Plan and associated public improvements.

Mayor Linnartz read the aforementioned item in conjunction with item E.

No action or direction was given at this time.

G) Presentation and update on the City's current residential green waste program.

Mayor Linnartz read the aforementioned item.

Jordan Matney introduced this item and presented using a powerpoint presentation and answered questions.

Jordan provided an overview of the current SWRD programs, the targeted areas for improvement within the division, ongoing initiatives, the green waste program and the challenges it currently faces.

Recommending a new green waste program involving more education and outreach. Looking into possibility of carts. Robust resident survey. Continuation of bag service.

Matt Eckmann spoke to council as well regarding the benefits of an educational outreach to the residents for a new green waste program to include a robust resident survey.

Matt also spoke on the benefits of green waste being included in the normal garbage collection as it aids in the breakdown that converts into energy that will revert back into the electric grid for residential use.

No direction or action was given at this time.

The following individuals spoke at this time: Richard Kelsheimer

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.

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

There were no executive session items. No action was taken at this time.

4. ADJOURNMENT

Mayor Linnartz adjourned at 4:10 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

7/14/2025

Agenda Item No. B)

PRESENTER:

Karrie Cook, Budget Manager

SUBJECT:

Approval of a budget amendment to the Police Department Facility and the Contingencies projects in the 2019 Bond Fund to address various facility maintenance projects.

DEPARTMENT: Transportation & Capital Improvements, Police**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

The 2019 Bond included a project to construct a new police station. Since the completion of the facility in 2022, there have been several warranty and non-warranty claims in the last year to correct items both inside and outside of the new police station. The scope of work includes replacing sections of the sidewalk behind the building, replacing concrete fencing and gates, conducting a geotechnical assessment of soil movement, pavement movement, and paver movement, and performing drywall work inside the building. To support this additional cost, the following budget amendment is recommended for City Council consideration.

Budget Amendment

As of 2025, the total 2019 Bond project budget for the Police Facility is \$32,936,108. The total costs of these additional projects total approximately \$80,000. Currently, there is \$31,956 unspent in the project that is available to fund these projects. Therefore, the request for a project budget amendment for this facility totals \$48,044. The 2019 Bond Fund contingencies project has sufficient funding to support the amendment.

Police Department Facility Project:*Current Project Budget: \$32,936,108**Requested Amendment: \$48,044**Total Proposed Project Budget: \$32,984,152***Contingencies Project:***Current Project Budget: \$539,618**Requested Amendment: (\$48,044)**Total Proposed Project Budget: \$491,574***ISSUE:**

N/A

FISCAL IMPACT:

With the approval of the budget amendment, a sufficient budget will be available for the additional work for the Police Department Facility Project in the 2019 Bond Fund.

RECOMMENDATION:

Staff recommends approval of this budget amendment.

7/14/2025

Agenda Item No. C)

PRESENTER:

Mandi Scott, Economic and Community Development Manager

SUBJECT:

Approval of a recommended change to the New Braunfels Downtown Board Bylaws.

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 1, 5**BACKGROUND INFORMATION:**

At the March 11, 2025 meeting, the Downtown Board directed staff to refine the Attendance section of the Bylaws to clearly outline the attendance expectations of members and when members would be removed from the Board due to chronic attendance issues.

The Downtown Board Bylaws were last updated in 2023. A portion of Section 3.5 currently reads:

Members of the NBDB are expected to attend meetings regularly. When a NBDB member accrues two (2) absences, their attendance will be addressed at a regular Board Meeting; their position on the Board will then be under review.

To reduce the amount of times Board member attendance is considered in meetings and clarify attendance expectations, the proposed change revises the section above to:

Members of the NBDB are expected to attend meetings regularly. Members absent for 50% of the regular meetings occurring between June 1 - May 31 (following year) will be removed from the Board.

Existing Bylaws allow for bylaw amendments to occur at any regular or special meeting - by a quorum - provided that all members are given notice of the change fifteen (15) days prior. The Board was notified of the proposed Bylaw change on May 5, 2025.

The Downtown Board met on June 17, 2025 and unanimously approved the proposed Bylaw change.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

There is no fiscal impact for amending the Downtown Board's Bylaws.

RECOMMENDATION:

Staff recommends approval of the revised Downtown Board Bylaws as attached to this agenda item.

BYLAWS OF THE
NEW BRAUNFELS DOWNTOWN BOARD
FOR THE CITY OF NEW BRAUNFELS, TEXAS

ARTICLE I: Name

The name of this organization shall be the New Braunfels Downtown Board ("NBDB").

ARTICLE II: Purposes

The purposes for which this Board is organized are to stimulate downtown economic development in New Braunfels, Texas by following the National Main Street Center's Four-Point Approach; encouraging cooperation and building leadership in the business community; creating a positive image for downtown by promoting the downtown as an exciting place to live, shop, work, and invest; guide and assist in improving the downtown appearance; to champion implementation of the Downtown Implementation Plan; to receive, administer, and distribute funds in connection with any activities related to the purposes stated herein; and to take all other actions and activities that implement and advance the purposes stated herein.

ARTICLE III: Membership

Section 3.1 - Appointments

The NBDB shall be composed of eleven (11) members who shall be appointed by the City Council of the City of New Braunfels ("City Council") as described in Section 3.2. The City Manager will appoint a department or staff person to serve as this Board's staff liaison.

Section 3.2 – Qualifications

A member of the NBDB shall have a known and demonstrated interest, knowledge, or expertise relevant to the development and revitalization of Downtown. No business or professional interest shall constitute a majority membership of the Board. The Board shall be composed of the following:

1. Four (4) members from the following with a maximum of one (1) designated representative per entity: Comal County, Schlitterbahn Water Park, New Braunfels Chamber of Commerce Board, New Braunfels Convention and Visitors Bureau Board, Downtown Association (DTA), Historic Landmark Commission (LHC), Planning Commission, New Braunfels Industrial Development Corporation (4B Board), New Braunfels Economic Development Foundation Board, Main Street Partners, or any recognized arts and heritage organization.
2. Five (5) Downtown property owners or representatives, or business owners or representatives (Downtown New Braunfels shall be defined as the area depicted in Exhibit A), or residents of the Downtown Residential Area (Exhibit B). No more than one member shall represent a single business, and
3. Two (2) members at large who reside within the New Braunfels city limits

Applicants for membership on the NBDB shall demonstrate qualifications for their designated position to the City Secretary through the application process as outlined on the City's official

website. City Council will consider nominations from the pool of qualified applicants. By filing an application with the City Council each applicant agrees to abide by these bylaws, ordinances, rules and regulations of the City of New Braunfels and county, state, and federal laws, rules and regulations related to the activities of the NBDB and further agrees to participate in committee work, required trainings, and volunteer activities of the NBDB.

Section 3.3 - Terms

The initial term for each Board member shall be for three (3) years with one-third (1/3) of the NBDB rotating off each year.

Section 3.4 - Resignations

Any member resigning shall submit a letter of resignation to the Chair of the NBDB and the City Secretary's Office. The City Council will be notified by the City Secretary's Office of such resignation with a request that a new member be appointed.

If a member does not retain membership qualifications during his or her term, such failure shall constitute a resignation from the Board. The open position will be filled through City Council approval and using the existing pool of eligible applicants. If no suitable or eligible application is on file, The City Council may reopen the application process.

Section 3.5 - Attendance

Members of the NBDB are expected to attend meetings regularly. Members absent for 50% of the regular meetings occurring between June 1 – May 31 (following year) will be removed from the Board. The City Council will be notified by the City Secretary's office of such action with the request that a new member be appointed to the NBDB.

ARTICLE IV: Officers

Section 4.1 - Election of Officers

Each year, after June 1st and after City Council has appointed new Board members, the NBDB shall hold a meeting with at least a quorum and elect a Board Chair and Vice-Chair

Section 4.2 - Term of Office

Each officer shall hold his or her officer role for one (1) year. All resignations from any officer position shall be submitted in writing to the designated staff liaison for the NBDB. Any resignation or removal from the NBDB shall constitute a resignation from an officer role. Officers cannot serve in the same position for more than three (3) consecutive terms. No member may serve in more than one officer position at a time.

Section 4.3 - Duties of Officers

Section 4.3.1 - Chair

The Chair shall preside and participate at all meetings of the NBDB, shall recruit and approve standing and special committee chairs, and shall have voting power.

Section 4.3.2 - Vice-Chair

The Vice-Chair shall assist the Chair as needed and shall serve as the presiding officer in the absence of the Chair. The Vice-Chair shall have the right to vote on all issues that come before the NBDB.

Section 4.4 - Vacancies

Any vacancy in an officer role shall be filled by the NBDB at its next available scheduled meeting.

ARTICLE V: Meetings

Section 5.1 - Date, Time and Place of Meetings

THE NBDB shall meet on the third Tuesday morning at 8:30 AM, at a meeting frequency as approved by a quorum of the Board in June of every calendar year. Meetings shall be held at City Hall in the Tejas Room unless notice of a different location is given in accordance with the Texas Open Meetings Act. The NBDB may change the meeting day, time, and place upon a majority vote of a quorum.

Section 5.2 - Open Meetings

All meetings shall be held in accordance with the Texas Open Meetings Act. Notice of all meetings shall be posted by Staff Liaison in support of the NBDB, with at least 72 hours advance notice.

Section 5.2 - Special Meetings

The Chair or one-third (1/3) of the Members of the NBDB may call a special meeting of the NBDB with at least five (5) days written notice to all members specifying the purpose of such meeting.

Section 5.4 - Quorum

A quorum shall be 6 members of the Board, which is a majority of the Board positions.

ARTICLE VI: Committees

Section 6.1 - Standing Committees

The Board may create standing committees and shall delineate the duties of such committees. In consultation with Standing Committee Chairs, the Chair shall recruit and approve members from the NBDB and interested residents of the City of New Braunfels to be members of the Standing Committees. Each Standing Committee shall have a member or members from the NBDB. The rules governing the conduct of the NBDB's meetings shall also govern those of the Standing Committees.

Section 6.2 - Special Committees

The Board may create special committees with limited purposes or goals to perform specific functions and activities as specified by the Board. At the beginning of each calendar year the Board shall determine if any Special Committees then in existence need to continue the work assigned to them. The Chair shall recruit and approve members from the Board and interested residents of the City of New Braunfels to be members of the Special Committees. The rules governing the conduct of the Board's meetings shall also govern those of the Special Committees.

ARTICLE VII: Procedures

Section 7.1 - Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the NBDB in all cases in which they are applicable and in which they are not inconsistent with these bylaws or applicable governing ordinances governing parliamentary procedure, specifically Code of Ordinances Section 2-39. The NBDB shall conduct themselves in accordance with the City Charter of the City of New Braunfels, Ordinances of the City of New Braunfels, and the laws of the State of Texas.

Section 7.2 - Notices

Any notice required herein shall be given in writing and shall be given when deposited in the U.S. mail, by facsimile, email, or personal delivery.

ARTICLE IIX: Amendment to Bylaws

These bylaws may be amended at any regular or special meeting of the NBDB by a quorum and provided that all of the members were given fifteen (15) days prior written notice of the amendment. No amendment adopted by the NBDB shall become effective until approved by the City Council.

ADOPTED this 17th day of June, 2025.

Sunny Jarckle

Chair

EXHIBIT A

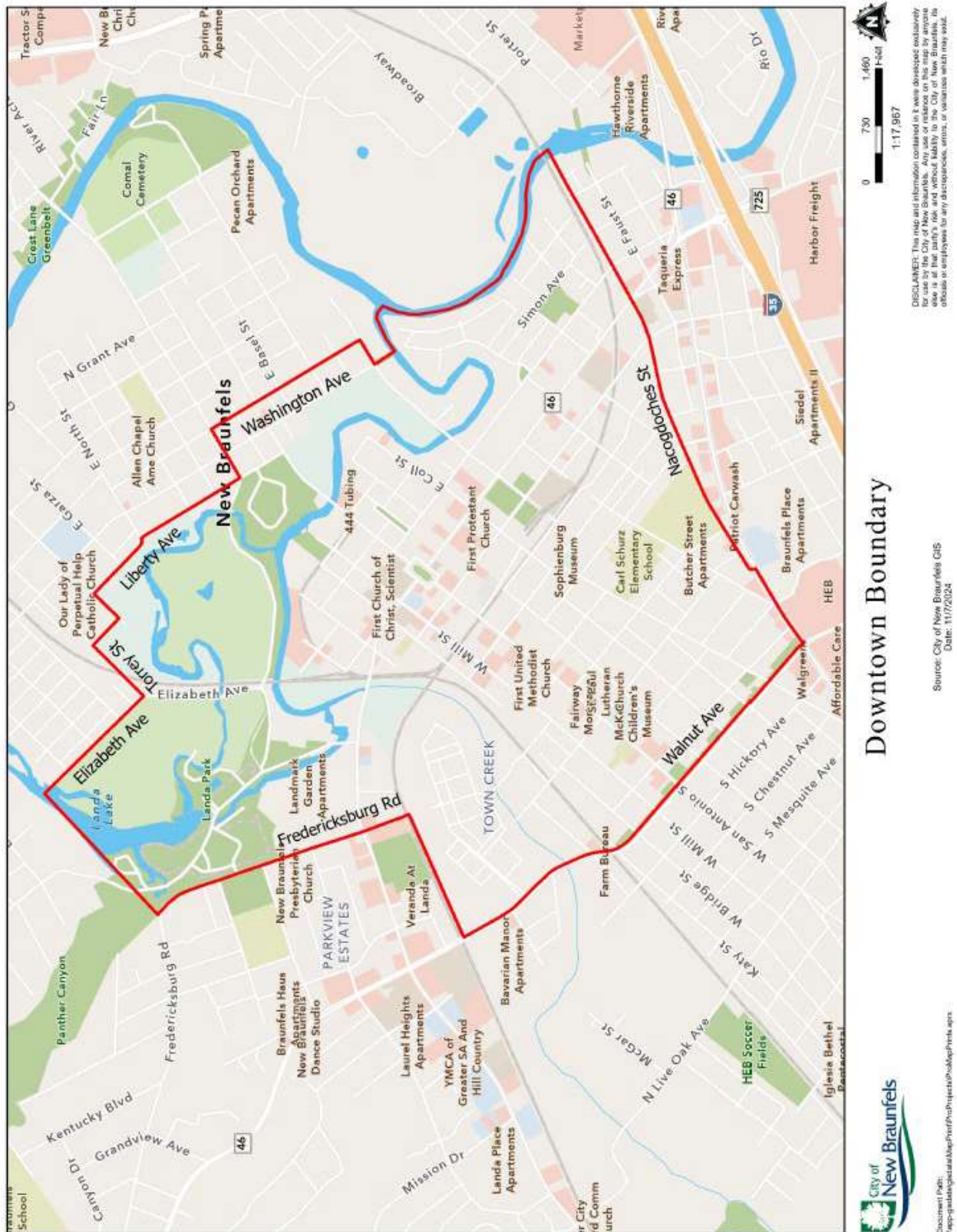
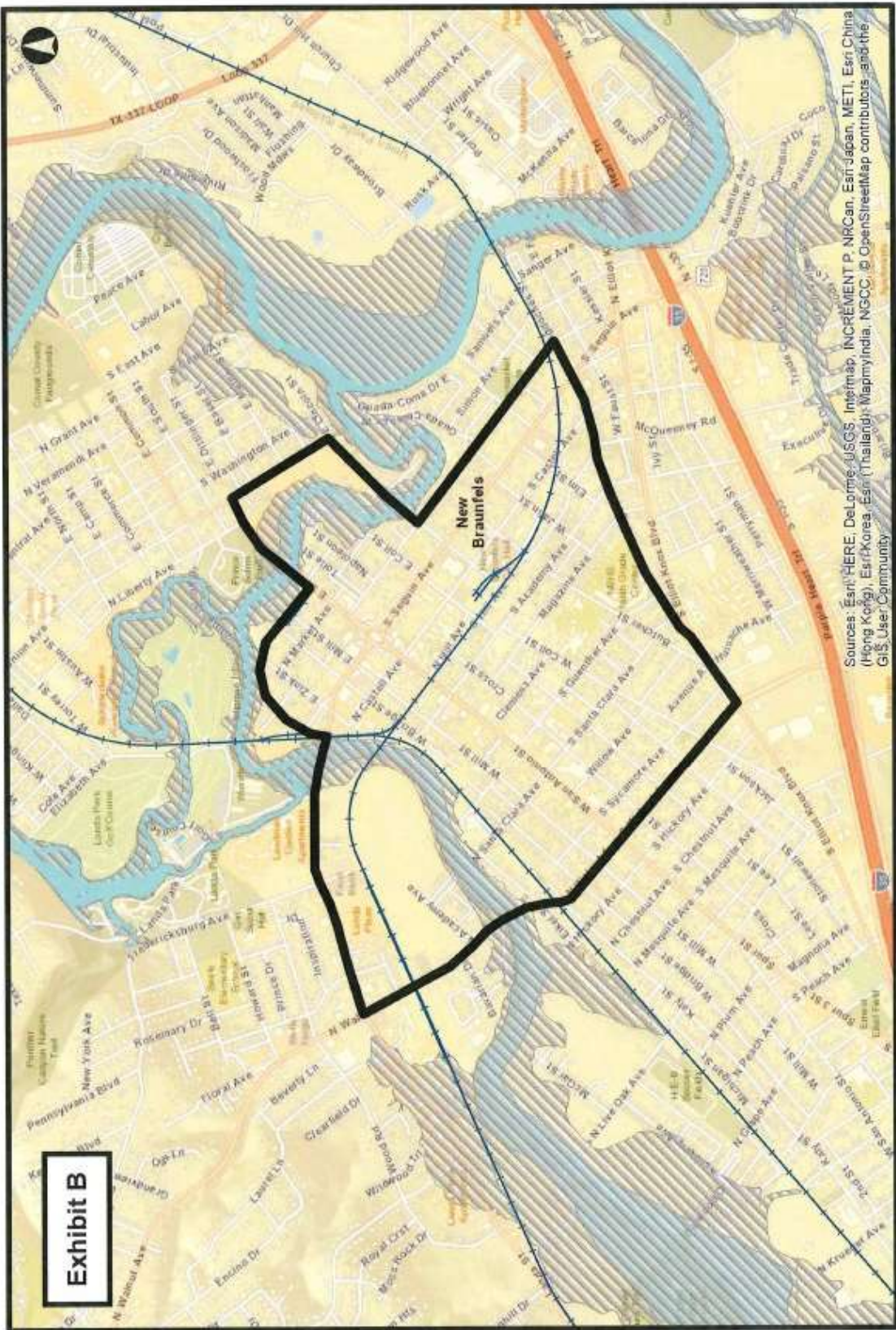


EXHIBIT B



Downtown Residential Area Map

Map created 5/15/2016



7/14/2025

Agenda Item No. D)

PRESENTER:

Garry Ford, Transportation and Capital Improvements Director

SUBJECT:

Approval of a contract with Kimley-Horn and Associates to update the Roadway Impact Fee Study.

DEPARTMENT: Transportation and Capital Improvements**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The City of New Braunfels uses Roadway Impact Fees as a tool to help fund transportation infrastructure projects. The Roadway Impact Fee Study was last updated in 2020 and is required to be updated every five years. The City's Roadway Impact Fee Update will provide an updated strategy to plan for growth in a manner that provides the fiscal resources to support the transportation demands of new development while maintaining compliance with state law. The City of New Braunfels selected Kimley-Horn through a master services agreement based on the City's IDIQ (Indefinite Delivery Indefinite Quantity) procurement method. The outcome of the project will consist of an update and calculation of a maximum roadway impact fee in accordance with Chapter 395 of the Texas Local Government Code. The Plan and Study are expected to be completed within one year with a total cost of \$152,015.00

ISSUE:

An update of the Roadway Impact Fee Study is required by Texas Local Government Code.

STRATEGIC PLAN REFERENCE:

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

Identify and establish planning, capital, and operating funding to support and maintain a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists, and freight vehicles

FISCAL IMPACT:

The City's Roadway Impact Fee Fund has sufficient funds to support this effort.

RECOMMENDATION:

Approval of a contract with Kimley-Horn and Associates to update the Roadway Impact Fee Study.

7/14/2025

Agenda Item No. E)

PRESENTER:

Ruy Lozano, Fire Chief

SUBJECT:

Approval of expenditures with Vortex Doors for preventative maintenance and repairs to station doors and gates for the Fire Department.

DEPARTMENT: Fire**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The fire department requires preventative maintenance and repairs to its station doors to assure unobstructed egress of apparatus during emergencies. The preventative maintenance is performed twice a year, and repairs are made based on the maintenance recommendations and as needed. Staff are requesting authorization to spend \$45,956 for repairs and \$17,756 for preventive maintenance of doors and gates at the city's fire stations. The total for these items is \$63,712.

ISSUE:

Operational doors and gates at the City's fire stations are important to maintain security of the facilities and allow egress of apparatus during emergencies. These doors and gates must have preventive maintenance performed bi-annually and repairs made when deficiencies are discovered, or components fail.

STRATEGIC PLAN REFERENCE:

☐ Economic Mobility ☐ Enhanced Connectivity ☐ Community Identity
☐ Organizational Excellence ☒ Community Well-Being ☐ N/A
[Enter Objectives/Performance Measures Supported]

FISCAL IMPACT:

Funding for these expenditures is included in the FY 2025 approved Fire Department Budget, therefore, sufficient funds are available.

RECOMMENDATION:

Staff recommends approval of this item.

7/14/2025

Agenda Item No. F)

PRESENTER:

Scott McClelland, Assistant Director Transportation and Capital Improvements

SUBJECT:

Approval of an amendment to the Professional Service Agreement with Quiddity Engineering, LLC for the San Antonio St and Water Ln project and authorization for the City Manager to execute contract modifications following the established purchasing policy.

DEPARTMENT: Transportation and Capital Improvements

COUNCIL DISTRICTS IMPACTED: 1

BACKGROUND INFORMATION:

City Council previously approved a Professional Service Agreement (PSA) for final design services with Quiddity Engineering for \$292,954 on June 12, 2023. Staff utilized the City's Indefinite Delivery Indefinite Quantity (IDIQ) list, and Quiddity Engineering, LLC was selected to prepare final design plans, specifications, and estimates for the rehabilitation of San Antonio Str from Krueger Ave to Loop 337 and Water Ln from IH 35 to San Antonio St.

Quiddity has completed final design plans and submitted a scope and fee of \$148,717 for additional design on a drainage culvert extension, drainage and temporary construction easement documents, and bid phase and construction administration services.

ISSUE:

Continue an ongoing program of infrastructure, construction, and maintenance.

FISCAL IMPACT:

The PSA amendment with Quiddity Engineering, LLC for the San Antonio St and Water Ln Citywide Street Improvements Program project is for \$148,717. Sufficient funding exists in the 2023 Bond Program, Proposition A to fund this amendment.

RECOMMENDATION:

Staff recommends approval of an amendment to the Professional Service Agreement with Quiddity Engineering, LLC for the San Antonio St and Water Ln project and authorization for the City Manager to execute contract modifications following the established purchasing policy.

7/14/2025

Agenda Item No. G)

PRESENTER:

Ruy Lozano, Fire Chief

SUBJECT:

Approval of Multi-Agency Mutual Aid Agreement with the New Braunfels Fire Department and Fire and Emergency Districts within Hays and Travis Counties.

DEPARTMENT: Fire

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

The fire department maintains mutual aid agreements with surrounding agencies to aid in a variety of situations that may strain the departments resources. These agreements may also be used during situations where special equipment or personnel are needed to mitigate a situation.

ISSUE:

This mutual aid agreement is with multiple agencies and increases the resources available to the fire department.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of this agreement

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE TRAINING

Signature Page 1 of 5

Hays County Office of Emergency Services
(Hays County Office of Emergency Services)

Date: _____

Ruben Becerra, Hays County Judge

Hays County Emergency Services District No. 1
(North Hays County EMS)

Date: _____

Staci Dement, ESD Board President

Caldwell / Hays Emergency Services District No. 1
(Travis County Fire – Rescue)

Date: _____

Ken Bailey, Fire Chief

Blanco Emergency Services District No. 1
(Blanco Fire Department - EMS)

Date: _____

Ben Oakley, Fire Chief

Blanco Emergency Services District No. 2
(Blanco Fire Department – EMS)

Date: _____

Ben Oakley, Fire Chief

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE TRAINING

Signature Page 2 of 5

Hays County Emergency Services District No. 2
(Buda Fire Department - EMS)

Date: _____

Halley Ortiz, ESD Board President

Comal County Emergency Services District No. 2
(Canyon Lake Fire / EMS)

Date: _____

Kenneth Schein, ESD Board President

Caldwell County Emergency Service District No. 2
(Maxwell Fire Department)

Date: _____

Tony Collins, ESD Board President

Hays County Emergency Services District No. 3
(South Hays Fire Department)

Date: _____

Tom Richey, ESD Board President

Travis County Emergency Services District No. 3
(Oak Hill Fire Department)

Date: _____

J. Edd, ESD Board President

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE TRAINING

Signature Page 3 of 5

Comal County Emergency Services District No. 3
(Canyon Lake Fire / EMS)

Date: _____

Don Wagner, ESD Board President

Hays County Emergency Services District No. 4
(Wimberley Fire Department)

Date: _____

Joe Pendleton, ESD Board President

Hays County Emergency Services District No. 5
(Kyle Fire Department)

Date: _____

Beth Smith, ESD Board President

Travis County Emergency Services District No. 5
(Manchaca Fire - Rescue)

Date: _____

Reed Boyd, ESD Board President

Hays County Emergency Services District No. 6
(North Hays County Fire – Rescue)

Date: _____

Robert Avera, ESD Board President

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE TRAINING

Signature Page 4 of 5

Travis County Emergency Services District No. 6
(Lake Travis Fire – Rescue)

Date: _____

Shiloh Newman, ESD Board President

Hays County Emergency Services District No. 7
(Wimberley EMS)

Date: _____

Julia New, ESD Board President

Hays County Emergency Services District No. 8
(Buda Fire Department)

Date: _____

Scott Stevens, ESD Board President

Hays County Emergency Services District No. 9

Date: _____

Diane Hervol, ESD Board President

Lockhart Fire Department

Date: _____

Steve Lewis, City Manager

New Braunfels Fire Department

Date: _____

Robert Camareno, City Manager

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE TRAINING

Signature Page 5 of 5

San Marcos / Hays County EMS

Date: _____

Diane Hervol, President of the Board

San Marcos Fire Department

Date: _____

Stephanie Reyes, City Manager

Seguin Fire/EMS

Date: _____

Steve Parker, City Manager

Johnson City Volunteer Fire Department

Date: _____

Whitney Liesman, Fire Chief

Round Mountain Volunteer Fire Department

Date: _____

William Burden, Assistant Fire Chief

York Creek Volunteer Fire Department

Date: _____

Andrew Munck, Fire Chief

**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION
AND/OR EMERGENCY MEDICAL SERVICES AND COOPERATIVE
TRAINING**

Pursuant to the Texas Interlocal Cooperation Act, this Agreement is entered into by, between and among the political subdivisions and participating non-profit corporations located within the State of Texas that by their signatures on duplicate or original copies of this Agreement have consented to the terms of this Agreement for the purpose of securing to each the benefits of mutual aid in fire protection, emergency medical services ("EMS"), cooperative training, back-filling when necessary, and/or fire origin and cause determination and investigation.

It is agreed that:

1) The term of this Agreement shall commence on the date any party signs as provided below and shall end on December 31, 2030, and shall automatically renew annually except as to any party that provides at least 90 days written notice of termination to the other parties. Any notice of termination by one party does not terminate the agreement between the remaining parties that have not also provided a written notice of termination.

2) Upon request to an official of the Responding Department by an official of the Requesting Department, firefighting, hazardous materials response, rescue equipment and personnel, fire origin and cause determination and investigation, and/or emergency medical services equipment and personnel of the Responding Department, either paid or volunteer, will be dispatched to any point within the jurisdiction of the Requesting Department as designated by the official of the Requesting Department, to the extent any such requested units are available to the Responding Department for response hereunder.

3) Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a) Any request for aid hereunder shall include a statement of the amount and type of equipment, number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and personnel to be furnished shall be determined by an official of the Responding Department.

b) All Responding and Requesting Departments will implement and use the National Incident Management System ("NIMS") on all incidents involving mutual aid.

c) The Responding Department shall report to the Incident Commander of the Requesting Department at the location to which equipment and personnel are dispatched and shall be subject to orders of that official.

d) The Responding Department shall be released by the Requesting Department when the services of the Responding Department are no longer required or when the Responding Department, in its sole determination, is needed within the area for which it normally provides emergency services.

e) The Responding Department is responsible for any equipment owned and provided by the Responding Department. The Responding Department further agrees to waive any claim for damage, including costs of maintenance that might be necessary due to the use of equipment during an incident.

4) Each party to this agreement that pays for the performance of government functions or services must make those payments from current revenues available to the paying party. No party to this Agreement shall be reimbursed by any other party to this Agreement for any costs incurred by any party pursuant to this Agreement for the first twelve-hour operational period, unless there is a collection of service fees associated with the incident in which case the Responding Agency may be reimbursed on a pro rata share of the collection of service fees. Nothing in this Agreement shall preclude or prevent any party performing under this Agreement from receiving reimbursement, payment, or other compensation for responding under this Agreement from third parties as allowed by applicable statute, law, rule, or regulation and regardless of the operational phase of the incident, or in the event of a declared disaster or as otherwise allowed by applicable statute, law, rule, or regulation from local, county, state, or federal agencies or entities. It is understood and agreed that no reimbursement or other payments are due from the Requesting Department to the Responding Department under this Agreement for the first operational period only, the first operational period being herein defined as the first 12 hours the Responding Department is responding to the designated location, performing services at the designated location, or returning from the designated location of the Requesting Department. After the first operational period, and for each successive operational period thereafter, the Requesting Department shall reimburse or pay the Responding Department for services provided hereunder in accordance with FEMA's Schedule of Equipment Rates in effect at the time the services were rendered.

5) Two or more parties to this Agreement may, from time to time, agree to conduct joint training exercises, educational programs or similar activities concerning fire protection, hazardous materials response, rescue, emergency medical services or other related services as they deem necessary or appropriate. Except as otherwise agreed by the parties at the time of entering into such an agreement, the allocation of costs, risk and liability for injury to persons or damage to property associated with such activities shall be governed by this Agreement.

6) All equipment used by a participating party while participating in any activity under this Agreement will, at the time of action, be owned by it or authorized for its use, and all personnel acting for the participating party will, at the time of such action, be an authorized employee, agent, or volunteer of that Department.

7) It is expressly understood and agreed that each party, at the time of participating in any activity under this Agreement is solely responsible for its actions and the actions of its employees, agents, or volunteers acting hereunder. It is the intent of this Agreement that each party is only responsible for its acts or omissions and not the acts or omissions of the other department, its employees, agents or volunteers, and each agrees, to the extent permitted by law, to indemnify and hold harmless the other, for any costs and expenses, as necessary, including reasonable attorney's fees and costs of litigation, to enforce the intent hereof in the event of any claims or litigation in relation to any activities undertaken by the party under this Agreement. Specifically citing Texas Government Code Section 791.006 (a-1), the Parties agree that, for purposes of determining civil liability for non-Party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the Party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual Party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorney's fees resulting from any such claim or lawsuit. The Parties agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code. This section does not waive, add to, or change the immunities or limitations on liability available to any party hereto under the Texas Tort Claims Act or other applicable statute, law, rule, or regulation.

8) It is expressly understood and agreed that pursuant to the Texas Tort Claims Act, and other applicable statutes, laws, rules, or regulations, any Requesting Department will not be held liable for the actions or omissions of any Responding Department or its employees, agents, or volunteers while the Responding Department is engaged in providing requested service outside its jurisdiction at the request of a Requesting Department hereunder. Similarly, no party will be held liable for the actions or omissions of any other party or its employees, agents, or volunteers while participating in any other joint activities under this Agreement. The payment of any and all civil or other liability, including the payment of reasonable attorney's fees and costs of litigation, resulting from the furnishing of services or participation in any activities under this Agreement is the responsibility of the individual or entity performing such acts to the fullest extent allowed by law.

9) Each party shall be responsible for injuries or death to its employees, agents, and volunteers while performing services or participating in any activities under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees, agents, or volunteers while performing services or participating in activities under this Agreement. An employee, agent, or volunteer shall be deemed to be performing services or participating in an activity hereunder when enroute to, enroute from, or at the scene of a call, emergency, or the provisions of emergency services hereunder. The parties agree that, for purposes of

determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services or participating in any joint activity in accordance with this Agreement, shall be the act of the party for which the person is an employee, agent, or volunteer. The payment of any and all civil or other liability, including the payment of reasonable attorney's fees and costs of litigation, resulting from the furnishing of services or participation in any joint activity under this Agreement is the responsibility of the individual party performing such acts. The parties agree that the assignment of liability described in this paragraph is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

10) It is expressly understood and agreed that in the execution of this Agreement and contract, no party waives, nor shall be deemed hereby to waive, any right, immunity, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions or otherwise arising hereunder.

11) If for any reason any party is unable to carry out the terms of this Agreement or it would become unduly burdensome for any party to continue performing this Agreement, that party shall have the option to terminate this Agreement upon 90 days written notice to the officials and at the headquarters of the other parties. Any notice of termination by one party does not terminate the agreement among the remaining parties that have not also provided a written notice of termination.

12) If for any reason any one or more of the paragraphs of this Agreement are held invalid, such holding shall not affect, impair, or invalidate the remaining paragraphs of this Agreement, but shall be confined in its operations to the specific sections, clauses, or parts of the Agreement held invalid, and the invalidity of any section, sentence, clause, or parts of this Agreement.

13) This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding. This Agreement can be amended provided that the amendment is in writing and signed by all parties.

EXECUTED by the parties with the initial effective date of this Agreement being the date the first two parties have signed this Agreement. Thereafter, this Agreement will be effective as to any additional parties as of the date such parties sign the Agreement.

[NAME OF ENTITY]

By: _____
[Name and title]

Date: _____

[OTHER SIGNATURES TO BE ADDED]

7/14/2025

Agenda Item No. H)

PRESENTER:

Tony Gonzalez, Director of Information Technology

SUBJECT:

Approval of a contract with Cognizant for professional services related to continued implementation of Workday software.

DEPARTMENT: Information Technology, Human Resources, Finance**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The City went live with Workday software in June 2025. Workday provides functionality to cover Human Resources, Finance, Budget, Procurement, Timekeeping, and Payroll functions as well as a self-service portal to all Team-members. The City requires on-going professional services in order to continue configuring and utilizing additional Workday processes not currently utilized. Additionally, there will be a need for modification to existing processes in order to fine-tune the Workday system for all Team-members. In order to ensure a seamless roll-out to City Staff, it is in the best interest of the City to continue to partner with Cognizant, who was the implementation partner for the initial customization of the system.

ISSUE:

For initial implementation, the City partnered with Cognizant as our implementation services provider. As mentioned above, there is a need to continue working with Cognizant for On-Demand Services Support and Enhanced Managed Services. These services cover areas such as:

- Workday Support and Troubleshooting
- New Functionality Review
- Reporting and Integrations
- Workday Solution Optimization
- Knowledge Transfer
- Organization Change & Training Post-Production Services

This contract will provide Onboarding Services and Support Services through Aug 31, 2026.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

This contract in the amount of \$81,520, will be funded by a credit balance remaining on the original implementation contract with Cognizant. Therefore, sufficient funding is available.

RECOMMENDATION:

Staff recommends approval of this contract with Cognizant for continued support and consulting services.



Prepared For:
New Braunfels, Texas

Statement of Work Workday Lean-On Services Support

Preparation Date: June 13, 2025

**STATEMENT OF WORK
FOR
WORKDAY LEAN-ON SERVICES SUPPORT**

This Statement of Work ("SOW") is made effective on the 4th day of August 2025 (the "SOW Effective Date") by and between **New Braunfels, Texas** ("Client"), having its principal place of business at 1488 South Seguin Avenue, New Braunfels, TX 78130 and **Collaborative Solutions, LLC**, a limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant"), having its principal place of business at 300 Frank W Burr Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666 for Services scheduled to begin on August 4, 2025 ("Start Date") and expected to end on August 31, 2026.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement by and between Cognizant and Client dated as of March 11, 2024 (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work ("Scope") for Consulting Services

1.1 Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as those representative activities listed in the table below, on behalf of Client and covering the generally available Workday functionality license.

| Activity | Functionality Scope/Support Activity Detail |
|--|--|
| Workday Support and Troubleshooting | Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests. |
| New Functionality Review | CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance, and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis. |
| Reporting and Integrations | Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations. |
| Workday Solution Optimization | CSLLC is able to help improve the utilization of Client's Workday solution, as well as Client's experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or modifying rules for Workday security, business process, and organization for the full Workday platform. |

| Activity | Functionality Scope/Support Activity Detail |
|--|--|
| Knowledge Transfer (“KT”) | As agreed to by Client and CSLLC, CSLLC on-demand support may include KT pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance. |
| Organizational Change & Training Post-Production Services | CSLLC offers in-Production Workday customers services related to organizational change management, communications, and training. If requested this can be a part of the Lean-On Service. |

1.2 Enhanced Managed Services

Managed Services are included for all CSLLC Continuous Value Services (“CVS”) clients. Enhanced Managed Services will be provided to Client and is supported by a Workday certified Engagement Manager.

| Managed Services (All CVS clients) | Enhanced Managed Services |
|--|--|
| <ul style="list-style-type: none"> • Service delivery project management • Access to full platform squad consulting team • Access and use of cloud-based ticketing system • Proactive periodic Workday communications • Periodic “one-to-many” webinars • Metric reporting • Ticket and escalation management • Change Orders • New/existing project scoping needs • Monthly status call | <ul style="list-style-type: none"> • Workday certified Engagement Manager • High touch personalized engagement mutually defined with Client • Biweekly status meetings • Quarterly initiative check-ins • Semi-annual account reviews • Collaboration on projects • Ongoing leadership oversight • Partnership for future initiatives and road-mapping • Biweekly financial reporting |

2.0 Support Process

2.1 Ticketing System

Client’s primary contacts will submit all service requests via CSLLC’s ticketing system which will enable involvement by CSLLC support personnel for resolution.

Requests will be managed depending upon the type as outlined below.

2.2 Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

- Acknowledge the request within twenty-four (24) hours of Client’s normal business hours. Definition of normal business hours will be mutually agreed upon between Client and the CSLLC Engagement Manager (“CSLLC EM”). If emergency assistance is needed, Client will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of

the urgent request and contact the CSLLC EM. The CSLLC EM will work with Client to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support if mutually agreed upon between both Parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.

- b. Request details on the configuration impacted, if not already provided.
- c. Within forty-eight (48) hours of standard issue requests, determine a plan of action to support resolution of the issue.
- d. Review configuration changes required with Client and request Client's approval to apply fix.
- e. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.3 New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

- a. Receive the modification request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the Scope of effort.
- d. Request approval from Client, through ticketing system, to begin work via the ticket.
 - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
 - The CSLLC EM will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client's project manager and the CSLLC EM.
- e. Complete configuration and Unit Testing.
- f. Provide the change for User Acceptance Testing in Client's Sandbox or Implementation tenant. CSLLC can assist with providing testing guidance, if requested.

3.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the responsibilities of Client.

| Stage | CSLLC Services | Client Responsibilities |
|--|--|--|
| Onboarding - (Occurs prior to Support Services) | <ul style="list-style-type: none"> The CSLLC EM will participate and support the project kickoff meeting for the engagement Create the work plan for identified support requests based upon current roadmap Assemble the CSLLC project team based on planned work efforts Jointly schedule workstream meetings | <ul style="list-style-type: none"> Participate in project kickoff meeting Request tenant access for CSLLC consultants identified for planned work Identify and provide project team and project Subject Matter Experts ("SMEs") Provide input into the work plan based upon roadmap Approve and sign off on work plan |

| Stage | CSLLC Services | Client Responsibilities |
|-------------------------|---|--|
| | <ul style="list-style-type: none"> Schedule recurring project meetings and status reporting Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data Complete any Client required onboarding documents Gather and review preliminary documentation Configuration of ticketing system for CSLLC and Client Provide overview of ticketing system | <ul style="list-style-type: none"> Provide Client's tenant management strategy Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data Sign off on stage |
| Support Services | <ul style="list-style-type: none"> Manage the work plan for support requests as identified in Section 1.1 Update the Client roadmap for planned support needs Participate in project status meeting in a time agreed upon by the CSLLC EM and Client Conduct weekly workstream meetings between CSLLC functional/technical consultants and SMEs, on an as-needed basis Provide KT documents, on an as-requested basis Prepare, reconcile, and provide financial summaries to Client Support Client's project manager with issue resolution, and additional resourcing requests for unplanned needs Provide engagement artifacts Providing guidance in developing high level deployment plan(s), as requested Provide sign-off documents, as required for support requests | <ul style="list-style-type: none"> Manage the tenant management strategy Inform CSLLC of changes to the tenant management strategy Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date Provide input to the work plan Provide input into the Client roadmap Participate in weekly project and workstream meetings Provide SMEs for support requests Provide requirements for any support request Review and sign off on initial functional or technical design changes Define and document test plan and test scenarios (End-to-End, User Acceptance and Regression) Create/maintain defect tracking log Execution of all test scenarios (End-to-End, User Acceptance and Regression) Manage and sign off on all test results (End-to-End, User Acceptance and Regression) Conduct Sandbox and Production migrations of configuration, unless requested in writing in advance per Section 2.2 Conduct change management Sign off on any support request |

4.0 Project Schedule

| Timeline by Stage | | |
|----------------------|------------|------------------|
| | Onboarding | Support Services |
| Estimated Start Date | 4-Aug-25 | 18-Aug-25 |
| Estimated End Date | 15-Aug-25 | 31-Aug-26 |

5.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

- a. Client timely completes each item listed as a Client responsibility in Section 3.0.
- b. Client will provide applicable SMEs in Client's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
- c. Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- d. Services will be provided during the normal business hours agreed upon between Client and the CSLLC EM and will be as closely aligned to Client's time zone as possible. Off-hours support can be provided and pre-scheduled in advance.
- e. CSLLC resources will provide their own laptops.
- f. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- g. If needed, CSLLC can provide Client access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC EM will provide access to assigned project team members employed by CSLLC.
- h. If a data migration requires iLoad support by CSLLC, Client agrees that a tenant lockout will be performed.
- i. Client will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Client delays will impact issue resolution times as identified in Section 2.2.
- j. Client will be solely responsible for testing and any Move-to-Production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.
- k. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval if CSLLC's assistance is required during Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall

provide written acceptance to CSLLC after such Move-to-Production activities have been completed.

- I. Client is responsible for providing timely responses to case(s) which have the status "Waiting on Client" and/or "Waiting on Third-Party." If there is no response from Client on "Waiting on Client" and/or "Waiting on Third-Party" case(s) within the ticketing system for more than thirty (30) calendar days, such case(s) will be closed.

6.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through August 31, 2026 (the "Term"), unless terminated sooner pursuant to the Agreement. Upon termination of this SOW, Client shall pay to CSLLC all amounts due and payable hereunder. Any unused hours will be forfeited.

7.0 Pricing

| CSLLC Project Roles | Quarter 1 Service Hours (Aug. - Oct.) | Quarter 2 Service Hours (Nov. - Jan.) | Quarter 3 Service Hours (Feb. - Apr.) | Quarter 4 Service Hours (May - Jul.) | Total Hours | Hourly Rate for Service Subscription | Estimated Fees |
|-----------------------------|--|--|--|---|----------------|--|-------------------|
| CVS Consultant | 88 | 88 | 88 | 88 | 352 | \$195 | \$68,640 |
| Total Block of Hours | 88 | 88 | 88 | 88 | 352 | | |
| Consulting Services | \$17,160 | \$17,160 | \$17,160 | \$17,160 | | | \$68,640 |
| Enhanced Managed Services | \$4,095 | \$4,095 | \$4,095 | \$4,095 | | | \$16,380 |
| CSLLC Investment | -\$875 | -\$875 | -\$875 | -\$875 | | | -\$3,500 |
| Invoice Amount | \$20,380 | \$20,380 | \$20,380 | \$20,380 | | | \$81,520 |
| Invoice Date | Upon SOW Execution | 15 days prior to Quarter Start | 15 days prior to Quarter Start | 15 days prior to Quarter Start | | | |
| Estimated Expenses | | | | | | | \$0 |
| Grand Total | | | | | | | \$81,520 |

Lean-On Service Subscription

- a. The Enhanced Managed Services are applied in conjunction with the Consulting Services of this SOW. If additional Consulting Services are requested pursuant to the Change Order process, Enhanced Managed Services will also be included.
- b. Flexibility exists to use hours for resource needs not listed above in the pricing matrix. This includes requests for new resources or an increase in resource hours.
- c. Hours will roll over from quarter to quarter. Any unused hours at the end of the Term must be used within the first quarter of any mutually agreed upon renewal term.
- d. Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.
- e. CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW. The CSLLC EM will communicate to the Client project manager who the CSLLC team members are as a part of the onboarding process.
- f. Billing will occur prior to the start of each period for the hours indicated for each service period.
- g. In the event Client exceeds the quarterly bucket of hours, CSLLC will promptly issue the following quarter's invoice upon the overage, which shall be due and payable in accordance

with the Agreement. Client can use the hours associated with the following quarter once the invoice is issued.

- h. If Client exceeds the annual estimated fees associated in the pricing table set forth herein, CSLLC will prepare a Change Order.
- i. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- j. Invoices will be emailed to the following address: accounting@newbraunfels.gov
Any other mailed correspondence will be delivered as follows:

New Braunfels, Texas
1488 South Seguin Avenue
New Braunfels, TX 78130

- k. [CLIENT TO INSERT PO NUMBER ("PO#") HERE, IF REQUIRED - Confirmation will allow for timely and accurate invoice submission. If Client requires a PO#, Client will send a copy of the PO# to accounts-receivable@collaborativesolutions.com. If a PO# will not need to be generated, please make a note in this section.]

Commented [CB1]: Client - please confirm this clause. If a PO number is not needed, please indicate that here

8.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

9.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

New Braunfels, Texas

Authorized Signature

Authorized Signature

| | |
|-----------|-----------|
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Job Title | Job Title |
| _____ | _____ |
| Date | Date |

7/14/2025

Agenda Item No. I)

PRESENTER:

Jared Werner, Assistant City Manager

SUBJECT:

Approval of a contract with C.H. Johnson Consulting, Inc. for the development of market viability study of an expansion to the New Braunfels Civic/Convention Center, demand analysis for an adjacent hotel and conceptual site planning services.

DEPARTMENT: N/A**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The existing Civic/Convention Center is not scaled or equipped to attract a broader market of events. The campus and adjacent area(s) also lack a full-service hotel, which limits our ability to accommodate conferences and overnight tourism. In addition, the demand for the facility significantly outweighs the supply of event space with large portions of the calendar booked as far out as 2029.

The South Castell Visioning Plan identified the Civic and Convention Center as a key redevelopment opportunity, and called for adjacent uses like hotels, residential units, and improved public spaces. In summary, this feasibility study with Johnson Consulting directly advances those goals by using up-to-date market and financial analysis to determine what's viable and how best to move forward.

This effort will be broken down into four phases, which are summarized below

Phase 1: Market Viability Analysis

- Assess the regional and national demand for convention, meeting, and tourism activity in New Braunfels.
- Benchmark against peer cities and evaluate New Braunfels' competitive positioning in the market.
- Identify target user groups and event types that the City is best positioned to attract.

Phase 2: Demand and Financial Feasibility

- Project usage, event volume, and hotel room demand tied to an expanded Civic/Convention Center.
- Develop long-term operating proformas for both the Civic Center and a potential hotel.
- Determine appropriate facility size and identify public/private revenue opportunities and financial sustainability.

Phase 3: Conceptual Site Planning

- Translate findings into 2D and 3D conceptual plans for the Civic Center expansion and adjacent hotel.

-
- Evaluate pedestrian access, parking, and integration with surrounding downtown infrastructure.
 - Provide visual tools to support stakeholder engagement and early-stage development planning.

Phase 4: Economic Impact & Implementation Strategy

- Estimate economic and fiscal impacts of the project (jobs, tax revenue, visitor spending).
- Recommend funding mechanisms and implementation pathways.
- Deliver a strategic roadmap to guide decision-making and potential public-private partnerships.

As the information above suggests, this is a comprehensive analysis that ensures that a project of this size and scope is based on strong quantitative findings and qualitative feedback and evaluation.

A Request for Qualifications was issued February 2025 for a consulting team to support the South Castell Planning and Visioning. Eleven responses were received on March 13, 2025 and the evaluation team identified 3 candidates for interviews. C.H. Johnson Consulting was selected as the recommended consultant for this project.

ISSUE:

N/A

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 cost of this proposal is for an amount not to exceed \$288,500. This project will be supported by the Hotel Occupancy Tax Fund, where there are surplus reserves available to support this effort.

RECOMMENDATION:

Staff recommends approval

7/14/2025

Agenda Item No. J)

PRESENTER:

Lindsey Cox, Assistant Human Resources Director

SUBJECT:

Approval of an agreement between City of New Braunfels and Radish Health Medical Group to administer an employee onsite health clinic.

DEPARTMENT: Human Resources**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

The City of New Braunfels Human Resources team engaged different health advisors to pursue an onsite employee health clinic. A Request for Proposals was publicly published with a total of nine (9) responses received. Radish Health Medical Group was the overall highest ranked during the evaluation. After careful evaluation and consideration, Staff believe the addition of Radish Employee Onsite Health Clinic will greatly benefit our team members by providing accessible onsite care to include primary care, virtual visits, chronic disease management, biometric screenings and workers compensation support.

Beyond the enhanced benefit this will provide to team members, the on-site clinic is part of a much broader strategy to become better and more strategic consumers of healthcare. There have been a number of benefit modifications over the past year, that have not negatively impacted the healthcare benefit, but that generated cost savings. As a result, the City has not had to increase employee or employer contributions to the Self Insurance Fund for seven years.

The initial term of this Agreement shall become effective upon the date of the final signature and shall remain in effect through September 30, 2028 (“*Initial Term*”) with the option to renew for two (2) additional terms of one (1) year each (“*Renewal Term*”).

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The per member per month cost for the clinic is \$27, an estimated impact of \$202,500 annually to be paid out of the City’s Self Insurance fund.

RECOMMENDATION:

Staff recommends approval of the Agreement with Radish Health Medical Group for an employee onsite health clinic.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “***Agreement***”) is entered into and made effective as of 10/1/2025, (the “***Effective Date***”), by and between Radish Health Medical Group, PLLC, a Florida professional limited liability company (“***Radish Health***”), and City of New Braunfels, a (“***Customer***”). Radish Health and Customer may be referred to herein, individually, as a “***Party***” and, collectively, as the “***Parties***.”

RECITALS

WHEREAS, Radish Health engages licensed physicians and other health care professionals (“***Providers***”) experienced in the provision of general primary care and related services (as further described herein, the “***Clinical Services***”) and who provide such Clinical Services (a) via telemedicine using Radish Health’s health software platform enabling audio-video telehealth encounters (the “***Platform***”), which may also be accessed via the Radish Health mobile application (the “***App***”), and (b) via certain specimen collection and certain related health services provided onsite by a Provider;

WHEREAS, the Platform includes a telemedicine telecommunications system, patient monitoring capabilities, and the ability to collect and display patient information, all of which support the Providers’ provision of Clinical Services;

WHEREAS, Customer sponsors a medical benefit plan (the “***Medical Plan***”) for the benefit of its employees and their dependents; and

WHEREAS, as a limited benefit under its Medical Plan, Customer desires to engage Radish Health to provide the Clinical Services via the Platform and via the onsite Provider to employees who are enrolled in the Medical Plan, along with such employees’ dependents who are enrolled in the Medical Plan (collectively, the “***Members***”), and Radish Health agrees to provide the Clinical Services via the Platform and via the onsite Provider to the Members, in each case pursuant to the terms of this Agreement.

NOW, THEREFORE, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Radish Health Responsibilities.

1.1 Clinical Services. Radish Health agrees to provide the Clinical Services via the Platform and via the onsite Provider to the Members, as set forth in Exhibit A attached hereto. The Providers shall deliver the Clinical Services in accordance with the standards set forth under this Agreement, including as set forth in Exhibit A. The Parties further acknowledge and agree that only Members who have completed the necessary steps to create and maintain a provider-patient relationship in accordance with applicable laws and professional standards of care (and as more fully described in Exhibit A) will be eligible to receive the Clinical Services.

1.2 Licensure of Providers. The Providers shall be duly licensed, registered, and certified to practice in their respective healthcare professions as required under applicable state law and regulations. Furthermore,

the Providers shall be technologically proficient and trained in the utilization of the Platform. Radish Health is responsible for providing all personnel (including, without limitation, Providers) necessary for the performance of the Services. Notwithstanding the foregoing or anything to the contrary herein, the Parties acknowledge and agree that (a) the Providers are free to exercise their professional judgment with the means, methods, or manner the Providers choose in the provision of the Clinical Services, (b) the Providers shall deliver the Clinical Services based on their sole professional judgment, (c) Radish Health shall neither have nor exercise any control over the professional judgment and medical decision-making of the Providers, (d) the Providers shall not prescribe any controlled substances under this Agreement, and (e) Radish Health does not guarantee any Member will be prescribed or de-prescribed any medication as part of the Clinical Services.

1.3 Medical Records. Radish Health and each Provider will prepare and maintain medical records in connection with the Clinical Services in accordance with all applicable federal, state and local laws and regulations. All medical records generated in connection with the Clinical Services shall be the property of Radish Health.

1.4 Limited License of Platform. During the Term (as defined below) of this Agreement, and subject to Customer's payment of all Fees (as defined below), Radish Health hereby grants to Customer a non-exclusive, non-transferable, limited license to use the Platform for the limited purpose of enabling the Members to use the Platform to receive the Clinical Services during the Term. If Customer or any User (as defined below) is required to agree to any third party software licenses in connection with the use of the Platform, then Customer and/or User shall be responsible for complying with the terms and conditions of those third party software licenses and shall maintain such licenses during the Term of this Agreement. Radish Health does not control and is not responsible for any third-party software or services accessed or used by Customer or any User in connection with Customer's or any User's use of the Platform. The ability to use third party software in connection with the Platform does not imply any endorsement by Radish Health, and Radish Health makes no representations or warranties with respect to any third party software.

1.5 Records and Files. Radish Health shall (a) provide and maintain an adequate system, forms, and other resources for Members to (i) provide the requisite medical history and other information, and (ii) access and agree to Radish Health's informed consent form and other required patient agreements and notices, (b) maintain a file of the Members' information and update the file periodically with information provided by Customer as new Members are added, (c) maintain reasonable procedures to confirm that Providers are duly licensed and qualified to practice their respective professions in the state where the Clinical Services are provided, and (d) provide educational content and materials regarding the use of the Platform and the Clinical Services (the "**Services Content**") in a digital format to use as needed with communications with Members about the Clinical Services (which may include email & SMS text communications from Radish Health directly to Members).

1.6 Support. During the Term of this Agreement, Radish Health will provide Customer and Members with reasonable support in connection with the authorized use of the Clinical Services. Radish Health will provide service updates and bug fixes to the Platform that Radish Health (in its sole discretion) generally makes available to its other similarly situated customers at no charge to Customer.

1.7 Availability.

1.7.1 Availability of Platform. Radish Health shall take commercially reasonable measures to ensure the Platform is available for access and use by Users at all times, except during regularly scheduled and

emergency maintenance. In the event the Platform is unavailable, Radish Health shall take commercially reasonable measures to correct the interruption as promptly as practicable.

1.7.2 Availability of Onsite Provider. Radish Health shall take commercially reasonable efforts to ensure there is an onsite Provider available to the Members, who shall be made available to the Members at the Onsite Service Center. The specific days and times of service delivery shall be mutually determined and agreed upon in writing between Radish Health and Client. The total service allocation shall not exceed eight (8) hours per day for a maximum of three (3) days per week, subject to the parties' mutual agreement and confirmation.

1.8 Representations of Radish Health. Radish Health represents that (a) Radish Health has the authority to enter into this Agreement, (b) Radish Health is not bound by any agreement or arrangement that would preclude it from entering into or from fully performing the Clinical Services, and (c) neither Radish Health nor any Provider delivering Clinical Services under this Agreement (i) are “sanctioned persons” under any federal or state program or law, (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services, (iii) have been listed on the General Services Administration’s List of Parties Excluded from Federal Programs, (iv) have been listed on the U.S. Department of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, or (v) have been convicted of a criminal offense related to health care. Radish Health will notify Customer within five (5) business days upon becoming aware that any of the representations under this Section 1.8 is no longer accurate.

2. Customer Responsibilities and Representations.

2.1 Services Content. Customer shall use commercially reasonable efforts to internally promote the Services Content, as approved in writing in advance by Radish Health. At a minimum, Customer agrees to deploy mutually-approved Services Content on a quarterly basis to Members and/or a subset of Members whose selection Customer has determined will not constitute a selection that would cause Customer or its group health plan to discriminate against a person with a health status, or which Customer has determined will not cause Customer to fail to comply with all applicable nondiscrimination, health data, or biometric data laws, regulations, and guidance applicable to Customer and/or its Health Plan. Such Services Content shall be delivered by Customer in a manner as mutually agreed to by the Parties (including, without limitation, by emailing, SMS texting handing out, and/or posting Services Content in high-visibility areas during open enrollment, new employee training, as well as uploading Services Content to Customer’s corporate intranet and human resources sites). Customer acknowledges it has no authority to modify any Services Content without the prior written approval of Radish Health. Any and all materials used or created by Customer or its employees or agents to describe the Clinical Services must be approved in writing by Radish Health prior to any distribution by Customer. In addition, Customer hereby authorizes Radish Health to communicate directly with Members for the purpose of (a) promoting the Clinical Services to the Members, and (b) treatment, payment, and health care operations of Radish Health.

2.2 Marketing and Communication. Customer shall satisfy the marketing and communication responsibilities and timelines as defined in any marketing plan created and agreed to by Customer and Radish Health implementation teams.

2.3 Member Data. Within thirty (30) calendar days of the Effective Date, Customer shall provide Radish Health with all Member information and data as described in Exhibit A. Such Member information

shall include, at a minimum, each Member's name, email address, date of birth, gender, address, and phone number, plus any other information required to ensure timely billing, if applicable, and/or delivery of Clinical Services. Radish Health shall specify the format for such files, and Customer's submission will be in compliance with that format.

2.4 Connectivity. The Users are solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Platform, including all hardware, software, operating systems, networking, web servers, and telecommunication or Internet connections, and paying for all equipment and telecommunications costs, fees and services required for the Users' access of the Platform. Customer is responsible for maintaining the security of the foregoing equipment and services and User login information, passwords, and files, and Customer acknowledges and agrees that Radish Health shall not be responsible for failing to perform, or for a delay or interruption in performing, the Clinical Services due to a network communications error, failure, or interruption beyond the control of Radish Health. Customer is solely responsible for the configuration of its Platform account and configuration, operation, performance and security of its equipment, networks and other computing resources, including its gateways or other devices and networks used to connect to the Platform.

2.5 Compliance with Documentation. Customer, its employees and contractors, and the Members receiving Clinical Services (collectively, the "**Users**") may only use the Platform in accordance with this Agreement and the then-current documentation, specifications, and instructions regarding the Platform made generally available by Radish Health to the Users (as the same may be modified from time to time in the sole discretion of Radish Health, the "**Documentation**"). Customer is responsible for ensuring that Users comply with this Agreement and the Documentation, and any failure of any User to comply with the terms of this Agreement and the Documentation will constitute a material breach of this Agreement by Customer.

2.6 Compliance with Conditions of Access. Except as expressly authorized by this Agreement, Customer will not, and will not allow any User or other third party (a) to permit any third party to access or use the Platform other than a User, (b) to decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Platform, (c) to use the Platform or any Radish Health Confidential Information (as defined below) to develop a competing product or service, (d) to use the Platform in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency, (e) to remove, minimize, block, or modify any copyright, trademark, proprietary rights, disclaimer, digital watermark, or warning notice included on or embedded in any part of the Platform or Documentation, including any screen displays, etc., or any other products or materials provided by Radish Health, (f) to use the Platform in a manner that violates privacy rights or that constitutes infringement of the intellectual property or other proprietary rights, (g) to use the Platform for fraudulent or illegal purposes, and/or (h) to use the Platform in any manner that otherwise violates the Documentation and any applicable laws, rules, or regulations. Under no circumstances will Radish Health be liable or responsible for any use of, or any results obtained by the use of, the Platform in conjunction with any services, software, content, or hardware that are not provided by Radish Health, and any such use will be at Customer's sole risk and liability.

2.7 Representations. Customer represents that: (a) Customer has the authority to enter into this Agreement, (b) Customer is not bound by any agreement or arrangement that would preclude it from entering into or from fully performing its obligations under this Agreement, (c) Customer is paying the Fees out of its general assets and not from Medical Plan assets, (d) prior to signing the Agreement, Customer had an opportunity to engage its own legal counsel concerning compliance with applicable law governing Customer and its Medical Plan, including the benefits offered to Members under this Agreement, and (e) neither Customer

nor any of its employees, officers or agents (i) are “sanctioned persons” under any federal or state program or law, (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services, (iii) have been listed on the General Services Administration’s List of Parties Excluded from Federal Programs, (iv) have been listed on the U.S. Department of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, or (v) have been convicted of a criminal offense related to health care. Customer shall notify Radish Health within five (5) business days upon becoming aware any of the representations under this Section 2.7 is no longer accurate.

2.8 Medical Plan Assurances.

2.8.1 Compliance and Responsibilities. Customer understands, acknowledges, and represents that (a) the Clinical Services are offered in connection to the Medical Plan and are offered only to the Members and (b) Customer is solely responsible for complying with the Employee Retirement Income Security Act (“*ERISA*”), the Patient Protection and Affordable Care Act (“*PPACA*”), the Internal Revenue Code of 1986, as amended (the “*Code*”), the Consolidated Omnibus Budget Reconciliation Act, as amended (“*COBRA*”), the Mental Health Parity and Addiction Equity Act (“*MHPAEA*”), and other applicable law governing Customer and/or the Medical Plan, including, without limitation, any such provisions or rules relating to annual or lifetime benefit limits, preventive care, maximum out-of-pocket or cost-sharing restrictions (including, without limitation, restrictions related to HDHPs and associated health savings accounts), HIPAA Requirements (as defined below), all Equal Employment Opportunity Commission non-discrimination or other requirements related to group health plans and the voluntary nature of incentives, continuation coverage requirements, and any required coordination of the benefits with respect to the Clinical Services provided under this Agreement. Customer understands, acknowledges and represents that it has modified, to the extent necessary, any HIPAA Requirements applicable to privacy notices to permit the uses and disclosures of the Medical Plan’s protected health information (as defined in 45 CFR Part 164, “*PHI*”) that may arise from and out of Customer electing to use the Clinical Services and the Platform, including but not limited to use of such information as part of health care operations or for promoting the Clinical Services to the Members (but no additional services offered by Radish Health). Customer shall be responsible for determining which, if any, incentives Radish Health may offer to the Members and the appropriate tax treatment, if any, of such incentives and shall fulfill any applicable federal, state, or local income or employment tax withholding obligations with respect to such provided incentives. Customer further acknowledges and agrees that (w) the Clinical Services provided by Radish Health are only a limited set of services that are a limited benefit under Customer’s Medical Plan and that, standing alone, the Clinical Services do not qualify as minimum essential coverage under the PPACA, (x) Radish Health is not providing any legal or regulatory advice or service to Customer or Medical Plan, (y) Radish Health assumes no fiduciary or other responsibility of any kind with respect to the Medical Plan or its assets, nor for any notices, disclosures, or reporting, and (z) Radish Health is not taking on any administrative or fiduciary functions related to the Medical Plan.

2.8.2 Medical Plan Sponsor and Administration Responsibilities. Customer understands and acknowledges that Customer is responsible for, and shall perform or cause to be performed, all functions of Medical Plan Sponsor and Administrator, and accepts complete responsibility for the Medical Plan and benefits offered to Members under this Agreement (including, but not limited to, the benefit plan design, plan documentation and summary plan description compliance, required participant notices and disclosures, required reporting, determination of eligibility, and claims administration).

2.8.3 Stop Loss Coverage. Customer shall be responsible for coordinating with the Medical Plan's stop loss carrier and other service providers for the Medical Plan and informing such persons of any updates to the design of the Medical Plan due to the Clinical Services described in this Agreement.

2.9 Medical Plan Appeals. Customer shall ensure that any appeals by Members with respect to claims adjudication for Clinical Services provided under this Agreement shall be resolved via the terms of the Medical Plan. Customer acknowledges and agrees that such appeals may require Customer to coordinate with the claims administrator and/or third party administrator of the Medical Plan, and Customer acknowledges and agrees that Customer is solely responsible for such coordination efforts and other claims integration processes.

2.10 Onsite Service Center. Customer acknowledges and agrees that Customer is responsible for providing the onsite Provider with onsite facility space (the "**Onsite Service Center**") to perform the onsite Clinical Services set forth on Exhibit A (the "**Onsite Service Center**"). The provision of the Onsite Service Center shall be mutually agreed upon in writing by the Parties, and the Onsite Service Center shall be sufficient for the onsite Provider to perform the onsite Clinical Services in accordance with professional standards of care. The Parties acknowledge and agree that no PHI will be exchanged between the Parties in connection with the provision of the Onsite Service Center, and any other exchange of PHI in connection with the performance of other obligations under this Agreement shall comply with the applicable terms of this Agreement (including, without limitations, the requirements under this Agreement to comply with HIPAA Requirements).

3. Payment Terms and Fees.

3.1 Fees. Customer agrees to pay, or cause to be paid, to Radish Health the fees specified in Exhibit B attached hereto (the "**Fees**").

3.2 Invoicing and Payments.

3.2.1 Radish Health Invoicing and Payments. Radish Health shall invoice Customer by the fifth (5th) calendar day of each calendar month for the Clinical Services to be rendered and access to the Platform to be provided during the upcoming month. Invoices shall be electronically mailed to Customer at the address set forth in Section 12.5 (Notices) of this Agreement on a monthly basis during the Term of this Agreement. Customer specifically acknowledges and agrees that Customer is responsible for paying all Fees no later than thirty (30) calendar days from the invoice date. Failure to timely pay shall constitute a material breach of this Agreement by Customer, and overdue payments shall bear interest at a rate of one and one half percent (1.5%) per month (or such lesser rate as may be the maximum permissible under law).

3.2.2 Additional Terms for Laboratory Services. Notwithstanding the foregoing, the Parties acknowledge and agree that the Laboratory (as defined in Exhibit B) shall bill a Member's insurance directly for any Laboratory Services (as defined in Exhibit B) performed for such Member. The rates and fees charged for such Laboratory Service shall be determined solely by the Laboratory and shall not be included as part of the Fees based by Customer to Radish Health.

3.3 Effect of Non-Payment. Radish Health shall have the right to immediately suspend or cease all Clinical Services and access to the Platform if Customer fails to timely pay the Fees required hereunder. Additionally, if Customer fails to make any required payment of Fees within sixty (60) calendar days of the invoice date, then Radish Health shall have the right to terminate this Agreement (and the provision of the Clinical Services and access to the Platform) for cause, pursuant to the terms of Section 4.2 below.

3.4 ERISA and Regulatory Considerations Regarding Payments. Customer acknowledges and agrees that applicable law may prevent Customer from paying for any of the Fees incurred by a Member who participates in a high-deductible health plan (“**HDHP**”) offering of the Medical Plan until such time that such Member has satisfied his or her deductible under the HDHP; *provided*, that the foregoing shall not apply with respect to any Fees incurred for Clinical Services that fall within the telehealth safe harbor under Section 223(e)(2)(E) of the Code, as modified under the Consolidated Appropriations Act of 2023 (the “**CAA**”) and effective for plan years beginning before January 1, 2025. Customer acknowledges and agrees that Customer is responsible for determining (a) whether to pay Fees on behalf of a Member who participates in a HDHP, and (b) the applicability of the telehealth safe harbor under Section 223(e)(2)(E) of the Code.

4. Term and Termination.

4.1 Term. The initial term of this Agreement shall be shall become effective upon the date of the final signature and shall remain in effect through September 30, 2028 with the option to renew for two (2) additional terms of one (1) year each (“**Initial Term**”).

4.2 Upon conclusion of the Initial Term, this Agreement shall renew for successive one (1) year terms (each, a “**Renewal Term**” and, together with the Initial Term, the “**Term**”), unless either Party provides written notice to the other Party of its intent not to renew the Agreement at least forty-five (45) calendar days prior to the end of the then-current Term.

4.2 Termination for Cause. Either Party may terminate this Agreement for cause upon a material breach of the terms of this Agreement by the other Party that remains uncured (as determined in the reasonable discretion of the non-breaching Party) for sixty (60) calendar days after receipt by the breaching Party of written notice specifying the material breach.

4.3 Immediate Termination following Specific Events. Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events, to the extent applicable: (a) the other Party is listed by a federal agency as being disbarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation, (b) the other Party discontinues operations for at least fifteen (15) calendar days or loses any licensure, accreditation, or certification required for the Party to perform its obligations under this Agreement, or (c) the other Party files a petition in bankruptcy or makes an assignment for the benefit of creditors, or if a receiver is appointed for all or part of the business of the other Party.

4.4 Suspension of Services by Radish Health. Radish Health may, in its sole discretion, immediately suspend or terminate Customer and any User’s access to the Platform and the Clinical Services for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Platform, (b) to comply with any applicable law, regulation, court order, or other governmental request, (c) to otherwise protect Radish Health from potential legal liability, (d) in response to a breach by any User of the terms of this Agreement or any Documentation, or (e) in the event an invoice remains unpaid by Customer for more than sixty (60) calendar days from the invoice date. Radish Health will use reasonable efforts to provide Customer with notice prior to or promptly following any suspension of access to the Platform. Radish Health will promptly restore access to the Platform as soon as the event giving rise to suspension has been resolved. This Section 4.4 will not be construed as imposing any obligation or duty on Radish Health to monitor use of the Platform by any User.

4.5 Effect of Termination. To the extent the Parties entered into any contracts or agreements related to this Agreement or the subject matter herein, all such contracts and agreements shall immediately and automatically terminate concurrently with the termination of this Agreement. Within ten (10) calendar days of the termination or expiration of this Agreement, each Party shall return to the other Party all equipment, software, and Confidential Information of the other Party, and Customer shall pay in full all Fees due to Radish Health as of the effective date of termination. The Parties also acknowledge and agree that Radish Health is authorized to provide any Clinical Services as needed by Members as part of any transition period, as further set forth below (including any applicable transition fees) under Exhibit B.

5. Intellectual Property and Proprietary Rights.

5.1 Radish Health IP. Radish Health's "**Intellectual Property**" shall mean the Platform, Documentation, and all discoveries, ideas, concepts, designs, inventions (*e.g.*, compositions of matter, machines, processes, algorithms, models, protocols, formulae, methods of doing business), source code, improvements, works, works of authorship (*e.g.*, computer programs and associated documentation, drawings, flow charts, schematics and other works subject to copyright, design right or other like protection), trade secrets, patents, registered designs, works, copyrights, registrations, applications, and other intellectual property owned or licensed by Radish Health. Radish Health's Intellectual Property shall also include, whether owned or licensed, its technology, knowledge and work product relating to the Platform and Documentation, including any Usage Data (as defined below), formulation, design, ideas, inventions, innovations, discoveries, concepts, processes, techniques, architecture, user interfaces, know-how, engineering and research data, proprietary clinical service protocols, algorithms, database design and architecture, templates and associated macros, expert-developed content for patient care management, monitoring and reporting, medical record databases, preclinical and clinical data, specifications, drawings, diagrams, descriptions, reports, and records. Customer understands, acknowledges, and agrees it has no right to transfer or reproduce any Intellectual Property, in whole or in part, or prepare any derivative works with respect to, or disclose Confidential Information pertaining to any Intellectual Property. Customer further acknowledges and agrees that Radish Health owns all right, title, and interest in and to the Platform, Documentation, and all other Intellectual Property, including any changes or modifications or improvements made thereto in connection with or independent of this Agreement. Under no circumstances will Customer be deemed to receive title to any portion of the Platform, Documentation, or other Intellectual Property, title to which at all times will vest exclusively in Radish Health. This includes any Feedback or requests for changes or modifications or improvements made by Customer to Radish Health, in writing or otherwise, it being agreed and understood that any such changes or modifications or improvements are derivative of Radish Health's Intellectual Property and "know-how." Customer will preserve all Intellectual Property from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Radish Health to Customer to contest the validity of any Intellectual Property rights of Radish Health or its licensors. Any such use of Radish Health's Confidential Information or data will constitute a material, non-curable breach of this Agreement.

5.2 Customer Content. Customer grants Radish Health a non-exclusive, world-wide, royalty-free license to use the data and other information input by any User on the Platform (the "**Customer Content**") (a) for purposes of performing this Agreement or fulfilling the terms of the Documentation, (b) as directed or instructed by Customer and its Users (*e.g.*, in the context of support requests), or (c) as required by applicable law. Customer understands and agrees that Customer will be responsible for obtaining all rights, permissions, and authorizations with respect to the Customer Content for use as contemplated under this Agreement. Except for the license granted in this Section 5.2, nothing contained in this Agreement will be construed as granting Radish Health any right, title, or interest in the Customer Content. Customer shall retain a copy of Customer

Content outside the Platform. Customer shall comply with all intellectual property laws, marketing laws, advertising laws, privacy laws, and all other laws and regulations related to the Customer Content and shall comply with all legal duties applicable to Customer with respect to the Customer Content. Customer shall provide the relevant Users with all information or notices Customer is required by applicable privacy and data protection laws to provide and, if necessary, obtain the consent of or provide choices to such Users as required by such laws. Radish Health and Customer each agree to apply reasonable technical, organizational, and administrative security measures to keep Customer Content protected in accordance with industry standards, including HIPAA Requirements under 45 CFR Part 164, U.S. Department of Labor cybersecurity guidance, and other applicable federal or state laws or guidance applicable to the protection of personal information. This Section 5.2 states Radish Health's exclusive obligations with respect to Customer Content.

5.3 Usage Data. Subject to any applicable restrictions under HIPAA Requirements, Radish Health shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Platform and related systems and technologies (including information concerning Customer Content and data derived therefrom) (collectively, "**Usage Data**"). Radish Health shall be the sole owner of such Usage Data, and Radish Health may (a) use such Usage Data to improve and enhance the Platform and for other development, diagnostic, and corrective purposes in connection with the Platform and other Radish Health offerings, and (b) disclose such Usage Data solely in aggregated or other de-identified form in connection with its business (including, without limitation, in connection with any clinical trials or studies in which Radish Health or any of its affiliates participates), provided such data does not include (directly or by inference) any information identifying Customer or any User. Radish Health represents and warrants that it will take reasonable measures to ensure such Usage Data is maintained in a de-identified, aggregated form and that the Usage Data cannot be re-identified.

5.4 Third Party Data. The Platform and Documentation may contain material, data, or information provided by third parties ("**Third Party Data**"). Radish Health does not control Third Party Data and is not responsible for its content. Radish Health's inclusion of Third Party Data in the Platform does not imply any endorsement of the information, and Radish Health makes no representations or warranties with respect to any Third Party Data. To the extent possible, Radish Health will pass through to Customer all warranties, indemnities, and other protections offered by the providers of any Third Party Data.

5.5 Feedback. Customer may provide suggestions, comments or other feedback (collectively, "**Feedback**") with respect to the Platform, and Customer acknowledges and agrees that any such Feedback is provided on a purely voluntary basis. Radish Health may use Feedback for any purpose without obligation of any kind to Customer or any User. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer grants Radish Health and its affiliates an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with Radish Health's business, including the enhancement of the Platform.

6. Compliance.

6.1 Legal Compliance. Each Party agrees to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable data protection, privacy, anti-spam, export and import laws and regulations, in connection with their performance, access and/or use of the Platform under this Agreement. Radish Health does not guarantee that the Platform or the Clinical Services are appropriate and/or available for use in any particular context or location, and Radish Health reserves the

right to modify the Platform for any reason, without notice, and without liability to Customer or any User, to comply with applicable law.

6.2 Regulatory Compliance. Each Party further agrees to comply with all applicable federal, state and local laws in performing its obligations hereunder, and Customer agrees that Customer is solely responsible for ensuring compliance with all such applicable laws relating to Customer Content and Customer's business practices, which include, but are not limited to, the federal and state anti-kickback and self-referral laws and regulations at all times during the Term of this Agreement. The Parties acknowledge that although Radish Health is obligated to perform its obligations under this Agreement, there is no obligation of Radish Health to refer patients to Customer or any affiliate of Customer, and there is no obligation of Customer to refer patients to any person or business entity. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark Law) and any other federal or state law provision governing fraud and abuse or self-referrals, as such provisions may be amended from time to time. This Agreement will be construed in a manner consistent with compliance with such statutes and regulations, and the Parties agree to take such actions necessary to construe and administer this Agreement accordingly. The Parties represent, covenant, and agree that the Fees due to Radish Health under this Agreement have been determined through good faith and arm's length bargaining to be commercially reasonable. The sole purpose of the payment of the Fees to Radish Health hereunder is to pay fair market value for the performance by Radish Health of its obligations under this Agreement. No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of, or recommending referral of, patients by Radish Health (or its employees or agents) to Customer (or its employees or agents) or by Customer (or its employees or agents) to Radish Health (or its employees or agents). In addition, the Fees charged hereunder do not include any discount, rebate, kickback, or other reduction in charge. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payors.

6.3 Privacy and Security; HIPAA. When electronic PHI ("*ePHI*") is transmitted over an electronic communications network between Customer and Radish Health in connection with this Agreement, the Parties will utilize Secure File Transport Protocol ("*SFTP*") or a similarly secure method of transmission and otherwise handle such ePHI in accordance with all applicable law, including the HIPAA Requirements. Each Party acknowledges that it is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8, as amended, and its implementing regulations and other guidance, including federal privacy regulations and security standards (collectively, the "*HIPAA Requirements*"). The Parties further agree to comply with all applicable federal and state laws and regulations relating to the maintenance, uses, and disclosures of PHI, including, without limitation, the HIPAA Requirements; *provided*, that the Parties acknowledge and agree that there is no "business associate" relationship (as defined under the HIPAA Requirements) with respect to one another resulting from this Agreement as of the Effective Date. The Parties shall enter into any further agreements as necessary to facilitate compliance with the HIPAA Requirements. Customer shall, if necessary, modify its Medical Plan's privacy notices to conform to the uses of the Medical Plan's PHI as contemplated under this Agreement and as permitted under the HIPAA Requirements set forth in Parts 160 through 164 of Title 45 of the Code of Federal Regulations.

7. Restrictive Covenants.

7.1 Exclusivity. Customer hereby agrees that, during the Term, Customer shall exclusively utilize the Platform and the Clinical Services provided by Radish Health hereunder for the provision to Members of general primary care and related services via telehealth and for onsite specimen collection services related thereto; *provided*, that nothing in this Agreement shall restrict Members' from the freedom of choice of their providers for medical care.

7.2 Confidentiality.

7.2.1 Confidential Information. The Parties agree to hold each other's confidential information (as further set forth herein, and including the terms of this Agreement, "***Confidential Information***"), and shall not disclose the other Party's Confidential Information to any other third party without obtaining the prior written consent of the other Party; *provided*, that the foregoing shall not restrict disclosure by a Party (a) in the ordinary course of business to agents of the Party who have agreed to maintain the confidentiality of such matters, and (b) as necessary on a need-to-know basis pursuant to this Agreement and/or in connection with the Party's performance of an obligation or exercise of a right under this Agreement. Each Party will treat the Confidential Information of the other Party with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Due to the unique nature of the telehealth services (including the Clinical Services) and Platform Radish Health has developed and offers, Radish Health's Confidential Information also includes, but is not limited to, Radish Health's financial information, plans, business information, algorithms, protocols, materials and design of various elements of any relevant systems which may be seen or explained, the Platform, the Documentation, the methods of operation thereof, and the various applications thereof, trade secrets, and all other information that might reasonably be considered confidential, secret, sensitive, proprietary, or private whether communicated in writing or verbally. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Radish Health from using patient information or clinical or performance data obtained in connection with performing its obligations hereunder for its own business purposes; *provided*, that all such information has been de-identified as may be required by the HIPAA Requirements.

7.2.2 Exceptions. No Party shall have any obligation with respect to Confidential Information of the other Party that: (a) is known or used by the receiving Party prior to disclosure by the disclosing Party, (b) either before or after the date of the disclosure by the disclosing Party is disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party, (c) either before or after the date of the disclosure to the receiving Party becomes published or generally known to the public through no fault of the receiving Party, (d) is independently developed by the receiving Party, (e) is required to be disclosed by a final order of a court of competent jurisdiction, or (f) is otherwise required to be disclosed by applicable law following reasonable notice to the disclosing Party. If either Party is requested or compelled to disclose any Confidential Information, such Party will provide the other Party with prompt written notice of such request(s) to allow the other Party to seek a protective order or remedy or consent to the disclosure. If a protective order is not obtained, the Party making disclosure agrees that it shall disclose only such information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded to such information that is being disclosed.

7.2.3 Remedies. Any use or disclosure of the other Party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing Party. In the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any

appropriate judicial body. Except with regard to de-identified data or information that is not feasible to return, upon written request of a Party, the other Party will promptly return to such requesting Party or destroy any Confidential Information of the other Party in its possession and certify in writing to the requesting Party that it has returned or destroyed all the Confidential Information of the other Party.

7.2.4 Further Assurances. For the avoidance of doubt, the Parties acknowledge and agree that any de-identified data generated or otherwise produced by Radish Health or any of its affiliates as a result of Radish Health performing its obligations under this Agreement shall not constitute the Confidential Information of Customer. The Parties further acknowledge and agree that PHI shall not be considered the Confidential Information of either Party.

7.3 Non-Solicitation. During the Term of this Agreement and for one (1) year following the expiration or termination of this Agreement for any reason, Customer hereby acknowledges that Customer shall not directly solicit or recruit any of the Providers or other employees of Radish Health, or any of Radish Health's affiliates, to leave the employment or contractual relationship with Radish Health, or any of its affiliates. For the purposes of this Section 7.4, "**employees**" includes any person who is actually employed by Radish Health, or any of its affiliates, as well as any person who was employed by Radish Health or any of its affiliates within the preceding six (6) month period and had a material business relationship with Customer or provided services to Customer's employees.

8. Insurance. Each Party will maintain such insurance coverage, or a program of self-insurance, as is reasonably necessary to support its respective indemnification obligations and in amounts consistent with the insurance coverage amounts maintained by similar entities and at least in the minimums required under applicable state law. Upon written request, each Party shall provide evidence of such insurance coverage to the other Party. Additionally, Radish Health agrees to maintain appropriate liability insurance and provide for or contractually obligate each licensed Provider to have medical malpractice insurance coverage.

9. Warranties.

9.1 Customer Warranty. Customer represents and warrants that (a) Customer has full power, capacity, and authority to enter into this Agreement and to grant the license set forth in Section 5.2 (Customer Content), (b) any Customer Content provided by Customer for use in connection with this Agreement does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state and local laws, rules and regulations (including, but not limited to, applicable policies and laws related to spamming, such as CAN-SPAM, privacy, and consumer protection), (c) Customer's use of the Platform will be in compliance with all applicable law, (d) Customer shall not make any representations with respect to Radish Health, the Platform, or this Agreement (including, without limitation, that Radish Health is a warrantor or co-seller or provider of any of Customer's services), and (e) neither Customer nor any of Customer's respective officers, directors, employees, or contractors is or has ever been: (i) convicted of a criminal offense related to health care or the provision of items and services payable by a federal or state health care program (for example, Medicare and Medicaid), (ii) assessed civil money penalties for an offense related to health care or to the provision of items or services payable by a federal or state health care program, (iii) excluded from participation in any federal or state health care program, or (iv) excluded by any federal agency from receiving federal contracts. Customer shall notify Radish Health immediately of any breach of any representation or warranty in this Section 9.1 or any other section under this Agreement or of any information or situation which could reasonably lead to a breach of this Section 9.1.

9.2 Radish Health Warranty. During the Term of this Agreement, Radish Health represents and warrants that the Platform will substantially comply with the specifications, if any, described in the then-current Documentation. In the event of a breach of the warranty, Radish Health's sole and exclusive liability, and Customer's sole and exclusive remedy, will be to provide restored or replacement service which conforms to this warranty. In the event Radish Health is unable through reasonable efforts to provide restored or replacement service within thirty (30) calendar days from receipt of notice from Customer of the failure of the Platform to comply with the warranty, then Customer may elect to terminate this Agreement and receive a pro-rated refund of any pre-paid, unused recurring Fees for the non-conforming aspect of the Platform.

9.3 DISCLAIMER OF WARRANTIES. THE PLATFORM IS PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. RADISH HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE PLATFORM IS AT CUSTOMER'S SOLE RISK. RADISH HEALTH DOES NOT WARRANT THAT THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE PLATFORM IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RADISH HEALTH OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

9.4 THIRD PARTY DISCLAIMER. RADISH HEALTH DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, DEVICES, OR HARDWARE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "**THIRD PARTY ITEMS**"). RADISH HEALTH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT WITH REGARD TO THE THIRD PARTY ITEMS. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY RADISH HEALTH THAT WOULD EXPAND IN ANY WAY A STANDARD END-USER WARRANTY.

10. Indemnification; Limitation of Liability.

10.1 Indemnification by Radish Health. Radish Health shall defend and indemnify Customer and Customer's directors, officers, agents, employees, members, subsidiaries, and successors in interest (each, a "**Customer Indemnitee**") and hold each Customer Indemnitee harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees, experts' fees, and court costs (collectively, "**Losses**"), incurred by a Customer Indemnitee as a result of any claim by a third party that Customer's authorized use of the Platform infringes that third party's United States patent, copyright, or trade secret rights. Customer shall (a) give Radish Health prompt written notice of any such Losses and (b) allow Radish Health to control and fully cooperate with Radish Health (at Radish Health's sole expense) in the defense of, and all negotiations related to, such claims. Radish Health shall not enter into any stipulated judgment or settlement that purports to bind Customer without Customer's express written authorization, which shall not be unreasonably withheld or delayed by Customer. Radish Health shall have no obligation to indemnify Customer for any Losses to the extent the alleged infringement arises from or is based on (w) the Customer Content, (x) specifications provided by Customer or its agents, (y) use of the Platform in

combination with any hardware, software, products, data, or other materials not provided by Radish Health, or (z) misuse of the Platform (collectively, the “**Excluded Claims**”). Customer agrees that if Customer’s use of the Platform becomes, or in Radish Health’s opinion is likely to become, the subject of an infringement claim, Customer shall permit Radish Health either to procure the right for Customer to continue to use the Platform or to replace or modify the Platform with technology of comparable quality and performance capabilities to become non-infringing. If in Radish Health’s sole discretion, neither alternative is reasonably possible, Radish Health may elect to immediately terminate this Agreement and return a prorated portion of any pre-paid, unused Fees. The provisions of this Section 10.1 state the sole and exclusive obligations and liability of Radish Health and its licensors and suppliers, and Customer’s sole and exclusive remedy for any claim of intellectual property infringement arising out of or relating to this Agreement, and are in lieu of any implied warranties of non-infringement and title, all of which are expressly disclaimed.

10.2 Indemnification by Customer.

To the extent of the law, customer shall defend and indemnify Radish Health and Radish Health’s directors, officers, agents, employees, members, subsidiaries, and successors in interest (each, a “**Radish Health Indemnatee**”) and hold each Radish Health Indemnatee harmless from any and all Losses incurred by a Radish Health Indemnatee as a result of any claim by a third party arising from or related to any (a) breach of this Agreement or violation of law by Customer or any User (including, without limitation, violation of any laws applicable to the Customer or the Medical Plan or any representations of Customer under this Agreement), (b) any claim related to Customer’s compliance responsibilities set forth in this Agreement (including, without limitation, the responsibilities set forth under Section 2.8 and Section 2.9), (c) any claim that Customer Content infringes the intellectual property, publicity, or privacy rights of any person, and (d) the Excluded Claims. Customer additionally indemnifies and holds the Radish Health Indemnitees harmless for any and all Losses arising out of or in connection with the introduction by Customer (if purposeful) of any computer virus or malicious computer program into Radish Health’s computing systems, website code, or the unauthorized access of Radish Health or User data as result of unauthorized access to any of Radish Health’s computing systems or data. Radish Health shall (x) give Customer prompt written notice of any such claim, and (y) allow Customer to control and fully cooperate with Customer (at Customer’s sole expense) in the defense of, and all negotiations related to, such claims. Customer shall not enter into any stipulated judgment or settlement that purports to bind Radish Health without Radish Health’s express written authorization, which shall not be unreasonably withheld or delayed by Radish Health.

10.3 LIMITATION OF LIABILITY AND DAMAGES. TO THE EXTENT OF THE LAW, IN NO EVENT SHALL RADISH HEALTH BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH RADISH HEALTH’S PERFORMANCE UNDER THIS AGREEMENT, OR USE OF OR INABILITY TO USE THE PLATFORM, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF RADISH HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RADISH HEALTH SHALL NOT BE LIABLE FOR DEFECTS IN OR FAILURES OF EQUIPMENT AND/OR SOFTWARE, OR FOR DEFAULTS BY, OR DEFECTS IN SERVICES RENDERED BY, THIRD PARTIES. RADISH HEALTH SHALL ALSO NOT BE HELD LIABLE FOR ANY FAILURE OF CUSTOMER OR CUSTOMER’S MEDICAL PLAN TO COMPLY WITH APPLICABLE LAWS AS A RESULT OF PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ERISA, PPACA, COBRA, HIPAA, AND IN THE EVENT CERTAIN OF THE CLINICAL SERVICES DO NOT FIT UNDER THE TELEHEALTH SAFE HARBOR SET FORTH

UNDER SECTION 223 OF THE CODE, AS MODIFIED BY THE CAA). THE LIMITATION OF LIABILITY SET FORTH UNDER THIS SECTION 10.3 SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE LIABILITY ARISES. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

11. Controlling Law; Disputes.

11.1 Governing Law. The terms of this Agreement, and all disputes arising under or relating to this Agreement, shall be governed by Texas law, specifically excluding any choice-of-law principles. The exclusive forum and venue shall be the State of Texas, unless such action cannot by law be brought in such a forum, in which case the venue required by law shall govern.

11.2 Dispute Resolution. Each of the Parties to this Agreement consents to personal jurisdiction for any equitable action sought in any court of the State of Texas having subject matter jurisdiction.

12. General Provisions.

12.1 Affiliates, Subcontractors, and Vendors. The Parties acknowledge and agree that some or all of the services to be provided by Radish Health hereunder (including administrative support and the provision of the Platform) may be provided by certain of Radish Health's affiliates, agents, subcontractors, and information system vendors. The Parties agree that the rights and obligations of Radish Health may be, in whole or in part, exercised or fulfilled by the foregoing entities.

12.2 Publicity. Other than as provided in this Agreement, neither Party will use for publicity, promotion or otherwise, any logo, name or mark of the other Party without that Party's prior, written, express consent. Notwithstanding the foregoing, Radish Health and its affiliates may identify Customer as a user of the Platform, and Customer may identify Radish Health as a service provider. The Parties may publicly announce they have entered into this Agreement, but neither shall disclose the specific terms of this Agreement (including pricing) to any third party.

12.3 Relationship of the Parties. Radish Health and Customer are, and shall at all times function as, independent contractors under this Agreement. Neither Radish Health nor Customer is an employee, principal, agent, or partner of the other Party. Neither Radish Health nor Customer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents and representatives of a Party shall at all times be under the exclusive direction and control of that Party.

12.4 Access to Books and Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Act are applicable to this Agreement, the Parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services (the "**Secretary**") or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. If any services under this Agreement are performed by way of subcontract with

another organization and the value or cost of such subcontracted services is Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain, and the respective Party shall enforce, a clause to the same effect as this Section 12.4. The availability of the Parties' books, documents, and records shall be subject at all times to all applicable legal requirements (including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary). The obligations hereunder shall extend for four (4) years after the furnishing of such services. The Parties shall notify each other of any such request for records.

12.5 Notices. All notices shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been received when delivered in person or as of the date recorded on a signature card or similar proof of receipt, to the address on the signature blocks at the end of this Agreement.

12.6 Assignment; Binding Effect. Except as otherwise provided herein, Customer may not assign or transfer this Agreement without the prior written consent of Radish Health, which such consent shall not be unreasonably withheld by Radish Health. Notwithstanding the foregoing, Radish Health may assign or transfer this Agreement, and/or any of Radish Health's rights, duties, or obligations, in full or in part, hereunder to any entity that is an affiliate or subsidiary of Radish Health, any successor organization assuming a controlling interest in Radish Health or its assets, or any third party provider with which Radish Health has a contractual arrangement to provide administrative support services. Radish Health may make such assignment or transfer, pursuant to this Section 12.6, upon providing written notice to Customer. In the course of its performance under this Agreement, Radish Health may use Providers employed or contracted by Radish Health, including subcontracted third party providers. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors, and permitted assigns.

12.7 Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements. This Agreement and Exhibits may be amended only by a written agreement signed by both Parties. Radish Health's Documentation (including the Terms of Use and Privacy Policy of the Platform, all of which as presently written and as may be updated from time to time in Radish Health's sole discretion) are expressly incorporated into this Agreement, and Customer and Members shall at all times comply with such Documentation. Customer's continued use of the Platform constitutes Customer's consent to any revisions to the Documentation. In the event of an irreconcilable conflict between the Documentation and this Agreement, the provisions of this Agreement shall govern. No other agreements, representations, or warranties have been made by either Party to the other with respect to the subject matter of this Agreement.

12.8 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term(s) or provision(s).

12.9 Waiver. No waiver, including any waiver of breach, shall be valid unless in writing and signed by the Parties.

12.10 Interpretation. This Agreement is the result of arms' length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

12.11 Recitals/Captions. The recitals are incorporated into this Agreement, but the captions are used solely for convenience.

12.12 Non-Discrimination. Each Party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law.

12.13 Force Majeure. Any Party shall be excused from delays in performing its obligations if resulting from causes beyond the reasonable control of the Party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, and embargoes.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which, taken together, shall constitute only one agreement.

12.15 Survival. The following sections shall survive expiration, nonrenewal, or termination of this Agreement: Section 3 (Payment Terms and Fees), Section 5 (Intellectual Property and Proprietary Rights), Section 6 (Compliance), Section 7 (Restrictive Covenants), Section 8 (Insurance), Section 9 (Warranties), Section 10 (Indemnification; Limitation of Liability and Damages), Section 11 (Controlling Law; Disputes), and Section 12 (General Provisions).

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be made effective as of the Effective Date.

[CUSTOMER]

RADISH HEALTH MEDICAL GROUP, PLLC

By: _____

By:  _____

Name: Robert Camareno

Name: Viral Patel

Title: City Manager 550 Landa St New Braunfels

Title: Founder / CEO

Insert Address

Address:

550 Landa St

900 Broadway

New Braunfels

Suite 903

Texas

New York, NY 10003

78130

EXHIBIT A **SERVICES**

This Exhibit A is herein incorporated into the Master Services Agreement (the “**Agreement**”) entered into and made effective as of the Effective Date by and between Radish Health and Customer. All capitalized terms shall have the definition assigned to it in the Agreement, unless otherwise defined in this Exhibit A. With respect to the services to be provided by Radish Health pursuant to this Agreement, the Parties hereby agree as follows:

Clinical Services.

1. Provider-Patient Relationship. Only Members who have completed the necessary steps to create and maintain a provider-patient relationship according to applicable laws and standards of care will be eligible to receive the Clinical Services. Such necessary steps include the following:
 - a. Agreeing to Radish Health’s Telehealth Informed Consent, Terms of Use, Privacy Policy, and any other release of information policies, including confirming an understanding that no Provider is obligated to accept or retain the Member as a patient;
 - b. Completing a comprehensive medical history as directed by the Providers via the Platform, it being understood that (i) in the event the Member fails to provide the requested information prior to a telehealth encounter with a Provider, the Provider may not schedule the Member for the Clinical Services, and (ii) the Providers shall also have full access to communicate with the Members such that the Providers, in accordance with their professional obligations, may inquire and ask for any additional information needed from Members such that the Providers can satisfy legal requirements concerning the Providers’ performance of professional services;
 - c. Providing a documented patient evaluation, including history and examination, or other information requested by the Providers, to establish the diagnosis for which any drug is prescribed; and
 - d. Abiding by the protocols, policies and procedures (and other Documentation) established by Radish Health with respect to patient compliance, communication, and cooperation with instructions and requests by Providers.
2. Telehealth Services via the Platform. The Clinical Services to be performed via telehealth by Providers to Members through the Platform shall be limited to the following: general primary care and related services.
3. Services Performed at the Onsite Service Center. The Clinical Services to be performed by the onsite Provider at the Onsite Service Center shall be limited to the following: (a) facilitating access to the Platform and assisting Members’ receipt of the telehealth Clinical Services via the Platform, and (b) specimen collection and similar services related to the Member’s telehealth visit via the Platform. All Member specimens collected by the onsite Provider in connection with the foregoing shall be sent to a third-party laboratory (a “**Laboratory**”) for laboratory testing and related services (the “**Laboratory Services**”). Customer understands and acknowledges, and shall ensure that all Members

acknowledge and agree, that (x) the Laboratory shall bill a Member's insurance directly for the Laboratory Services performed for such Member, (y) the Laboratory has sole discretion on the fees to be charged for the Laboratory Services, and (z) the fees charged by the Laboratory Services are not included in the Fees paid by Customer to Radish Health.

4. Further Assurances. The Clinical Services will be conducted: (a) via live video telehealth visits on the web and/or mobile device via the Platform, and (b) through an onsite Provider performing certain Clinical Services at the Onsite Service Center and who shall be facilitating the live video telehealth visits via the Platform. All prescribing shall be done in accordance with applicable federal and state laws. While Members are not guaranteed to receive prescriptions, Members shall be informed of their right to utilize the pharmacy of their choice for any prescriptions.

Platform Access

Radish Health shall provide Members with access to and use of the Platform. Through the Platform, Members will be able to review and track their clinical records and data.

EXHIBIT B

FEES

In consideration of the Radish Health providing Customer with access to the Platform, Customer agrees to pay the Fees set forth below:

Platform Access Fees

- Setup Fee for Platform: Wavied
- Monthly Platform Fee: \$27 per eligible member per month of access to the Platform. Such an amount will facilitate the operation of the Platform and shall also include unlimited patient encounters on the Platform.

In consideration of the Clinical Services performed by Radish Health under the Agreement, Customer agrees to pay the Fees set forth below:

Clinical Services via the Platform

1. General Medical Visit: \$0 per patient encounter on the Platform.
2. Annual Physical Visit: \$0 per patient encounter on the Platform.

Clinical Services Performed at the Onsite Service Center

1. General Medical Visit: \$0 per patient encounter on the Platform that is facilitated via the Onsite Service Center.
2. Annual Physical Visit: \$0 per patient encounter on the Platform that is facilitated via the Onsite Service Center.

Pre-Employment Medical Examinations and Drug Screening:

Radish Health shall coordinate and administer pre-employment physical examinations and drug testing services for prospective employees of the City of New Braunfels.

Radish Health agrees to bill the City of New Braunfels at the then-current prevailing market rates for such services. Radish Health shall use commercially reasonable efforts to conduct such examinations and testing at its clinic facilities, provided that such on-site administration is medically appropriate and feasible under the circumstances.

7/14/2025

Agenda Item No. K)

PRESENTER:

Jonathan Packer, CEO, New Braunfels Chamber of Commerce

SUBJECT:

Approval of a resolution recommended by the New Braunfels Economic Development Corporation (NBEDC) approving a project expenditure, of up to \$1,200,000, to Alamo Colleges District - Northeast Lakeview College for a primary job training facility and career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code.

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 2 & 4**BACKGROUND INFORMATION:**

Alamo Colleges' Northeast Lakeview College (NLC) has operated an extension location at the Central Texas Technology Center since the Fall 2023 semester. During this first semester, 125 students were enrolled in 10 courses. Significant enrollment growth has occurred and for the Spring 2025 semester, 400 students are enrolled in 25 courses. Since 2023, NLC has invested operationally by funding marketing, infrastructure, rebranding, and technology improvements; and with personnel investments by hiring a DPS Officer, Lab Technician, Academic Programs Specialist, College Services Coordinator, Faculty, Admin Support Specialists, Advisors, and a Director. Total NLC investments at the Central Texas Technology Center surpass \$1M. The present location is at capacity and the educational and training needs of the community are still in high demand.

NLC has invested \$13.6M to acquire a 58,000+ square foot commercial building at the corner of Old FM 306 and Sundance Parkway and anticipates opening doors for classes in the Fall of 2026. NLC also has the adjacent 2.2 acres under contract for future facility expansion. NLC's plans are to expand course offerings and enrollment potential to include construction management, engineering technology, and logistics and supply chain management and to relocate the allied health, natural sciences, and information technology programs. To accommodate and prepare the space for these eventual offerings, NLC will need to upgrade the facilities at an approximate cost of \$8 million. The NBEDC is considering an additional expenditure of \$3.8M to support the overall project.

The NBEDC received a presentation on this proposed project expenditure at its April 17, 2025 regular meeting, held a public hearing on May 15, 2025 and unanimously approved this project expenditure.

ISSUE:

Consideration of a funding request to aid the construction and expansion of Northeast Lakeview College in New Braunfels from their location at the Central Texas Technology Center to their newly purchased building on Old FM 306 and Sundance Parkway.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The project amount is to not exceed \$1,200,000; the NBEDC has sufficient funds to support this expenditure.

RECOMMENDATION:

Staff recommends approval of the \$1,200,000 for construction of the Northeast Lakeview College at New Braunfels expansion.

RESOLUTION 2025 – RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, APPROVING A RECOMMENDATION OF THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION FOR A PROJECT EXPENDITURE OF UP TO \$1,200,000 TO ALAMO COLLEGES DISTRICT - NORTHEAST LAKEVIEW COLLEGE TO COMPLETE A CONSTRUCTION AND EXPANSION PROJECT, PURSUANT TO SECTIONS 501.101 AND 501.105 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, NLC was established in 2007 at Loop 1604 and Kitty Hawk Road as the newest institution in the Alamo Colleges District and currently enrolls more than 5,000 students from Bexar, Comal, and Guadalupe counties; and

WHEREAS, in Fall 2023, NLC began operating in New Braunfels at the Central Texas Technology Center by providing ten courses to 125 enrolled students; and

WHEREAS, as of Spring 2025, NLC at New Braunfels offers 25 courses to 400 students with ever increasing interest from more and more students in the community; and

WHEREAS, the demand for additional course offerings and more space led NLC to purchase a 58,000 square foot commercial building at the corner of Old FM 306 and Sundance Parkway (the “SITE”); and

WHEREAS, NLC plans to expand course offerings and enrollment to include construction management, engineering technology, logistics and supply chain management – with plans to relocate the allied health, natural sciences, and information technology programs from the Central Texas Technology Center to the SITE; and

WHEREAS, this planned expansion and relocation from the Central Texas Technology Center is anticipated imminently and NLC anticipates opening doors for classes in the Fall of 2026 at the SITE; and

WHEREAS, to accommodate and prepare the SITE, NLC will need to complete two phases of construction, with the first phase addressing electrical labs, engineering technology, and classroom renovations for an estimated \$3,900,000; and

WHEREAS, the New Braunfels Economic Development Corporation (“NBEDC”) Board of Directors held a public hearing April 17, 2025, to consider a request from Alamo Colleges - Northeast Lakeview College (“NLC”) for a grant to complete Phase 1 construction and renovation for this planned project; and

WHEREAS, after holding a public hearing on May 15, 2025, the NBEDC voted to support Phase 1 of the expansion project, in an amount up to \$1,200,000, for Phase 1 Construction of a primary job training facility and career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code.

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

SECTION 1: That the recommendation of the NBEDC to approve a project expenditure of up to \$1,200,000 to NLC for the construction of a primary job training facility and career center is hereby approved.

SECTION 2: That a contract between the NBEDC and NLC will be executed to fulfill the terms and conditions of the project expenditure and the NBEDC President and Secretary are authorized to execute the agreement.

SECTION 3: That this Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED, AND APPROVED this XX day of XXX, 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, MAYOR

ATTEST:

GAYLE WILKINSON, CITY SECRETARY

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT
CORPORATION AND NORTHEAST LAKEVIEW COLLEGE**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL §

THIS CONTRACTUAL AGREEMENT (the "Agreement") is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter called "NBEDC", acting by and through its duly authorized officers, and Alamo Colleges District - Northeast Lakeview College, a Texas institution of higher education, hereinafter called "NLC," acting by and through its officers:

W I T N E S S E T H:

I.

WHEREAS, Texas Local Government Code §501.054 provides the NBEDC with the powers of non-profit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, and Section Seven of the Bylaws of the NBEDC allows for the President and Secretary of the EDC to execute any contract which the Board has approved and authorized to be executed; and

WHEREAS, NLC was established in 2007 at Loop 1604 and Kitty Hawk Road as the newest institution in the Alamo Colleges District and currently enrolls more than 5,000 students from Bexar, Comal, and Guadalupe counties; and

WHEREAS, in Fall 2023, NLC began operating in New Braunfels at the Central Texas Technology Center providing ten courses to 125 enrolled students; and

WHEREAS, as of Spring 2025, NLC at New Braunfels offers 25 courses to 400 students with ever increasing interest from more and more students in the community; and

WHEREAS, the demand for additional course offerings and more space led NLC to purchase a 58,000 square foot commercial building within the city of New Braunfels at the corner of Old FM 306 and Sundance Parkway (the "SITE"); and

WHEREAS, NLC plans to expand course offerings and enrollment to include construction management, engineering technology, logistics and supply chain management – with plans to relocate the allied health, natural sciences, and information technology programs from the Central

Texas Technology Center to the SITE; and

WHEREAS, this planned expansion and relocation from the Central Texas Technology Center is anticipated imminently and NLC anticipates opening doors for classes in the Fall of 2026 at the SITE; and

WHEREAS, to accommodate and prepare the SITE, NLC will need to complete two phases of construction, with the first phase addressing electrical labs, engineering technology, and classroom renovations for an estimated \$3,900,000; and

WHEREAS, the NBEDC received a presentation at its April 17, 2025 meeting to consider this funding request; and

WHEREAS, after holding a public hearing on May 15, 2025, the NBEDC voted unanimously to support the Phase 1 Construction, in an amount up to \$1,200,000, for a primary job training facility and career center, pursuant to Sections 501.101 and 501.105 of the Texas Local Government Code.

II.

NOW THEREFORE, under the authority granted to the NBEDC by §501.101 and §501.105 of the Texas Local Government Code and upon the recommendation of the NBEDC which occurred on May 15, 2025 the City Council of New Braunfels, Texas on **MONTH DAY, 2025**, and Resolution 2025-**RXX** approved the NBEDC's determination that an amount up to \$1,200,000 be allocated to NLC for the completion of Phase 1 construction of a primary job training facility and career center in New Braunfels. Said funds shall be provided by NBEDC to the NLC under the following conditions:

- (1) Up to \$1,200,000 of the funds shall be allocated from sales tax funds by the NBEDC to NLC to pay for the construction of Phase 1 as indicated in Exhibit A;
- (2) The total of \$1,200,000 of NBEDC funds, or parts thereof, shall be distributed to NLC within thirty (30) days of NBEDC receiving a request from the NLC with attached invoices for qualifying expenditures, as determined by the NBEDC, made by NLC for Phase 1 construction at the SITE;
- (3) Phase 1 construction of the SITE will be completed by December 31, 2026 or as agreed upon in writing by the NBEDC and NLC according to NLC's construction schedule.
- (4) NLC shall at all times comply with the ordinances of City of New Braunfels and the

laws of the State of Texas; and

- (5) All funds received by NLC from NBEDC as herein provided shall be expended solely for the purposes stated herein. Any breach of this covenant shall be cause for immediate termination of the distribution of funds and repayment to NBEDC by NLC of any funds already paid under this agreement.

III.

In the performance of this contract, NLC shall not discriminate against any person because of his/her race, color, religion, national origin, sex, disability or ancestry. Breach of this covenant may be regarded as a material breach of the contract causing its termination.

IV.

It is expressly understood and agreed by both parties hereto that each acts independently of each other, and neither has the authority to bind the other or to hold out to a third party that it is the authority for the other. The parties hereto understand and agree that the City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the performance of the NBEDC.

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal agent, joint ventures or any other similar such relationships, between the parties hereto.

V.

Employment of Undocumented Workers. During the term of this Agreement, NLC agrees not to knowingly employ an undocumented worker and if convicted of a violation of 8 U.S.C. Sec. 1324a(f), the NLC shall repay the amount of the Grant and any other funds received by the NLC from the NBEDC as of the date of such violation within sixty (60) days after the date the NLC is notified by the NBEDC of such violation, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the NBEDC) as it prime or base commercial lending rate, from the date of such notice until paid.

VI.

All communications between NBEDC and NLC shall be addressed to the President of the

New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130. Any communication to NLC shall be addressed to the President of NLC at 1201 Kitty Hawk Road, NLIB 316B – Universal City, TX - 78148.

VII.

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract.

VIII.

The foregoing instrument in writing between the parties herein, constitutes the entire agreement between the parties relative to the funds made the basis hereof, and any other written or oral agreement with the NBEDC being expressly waived by NLC.

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this ____ day of _____, 2025.

CITY OF NEW BRAUNFELS
ECONOMIC DEVELOPMENT CORPORATION

By: _____
Shane Hines, *President*

Date: _____

By: _____
Larry Hammonds, *Secretary*

Date: _____

(Signatures Continue on Next Page)

ALAMO COLLEGES DISTRICT –
NORTHEAST LAKEVIEW COLLEGE

By: _____
Ross Laughead, *Chief Counsel*

Date: _____

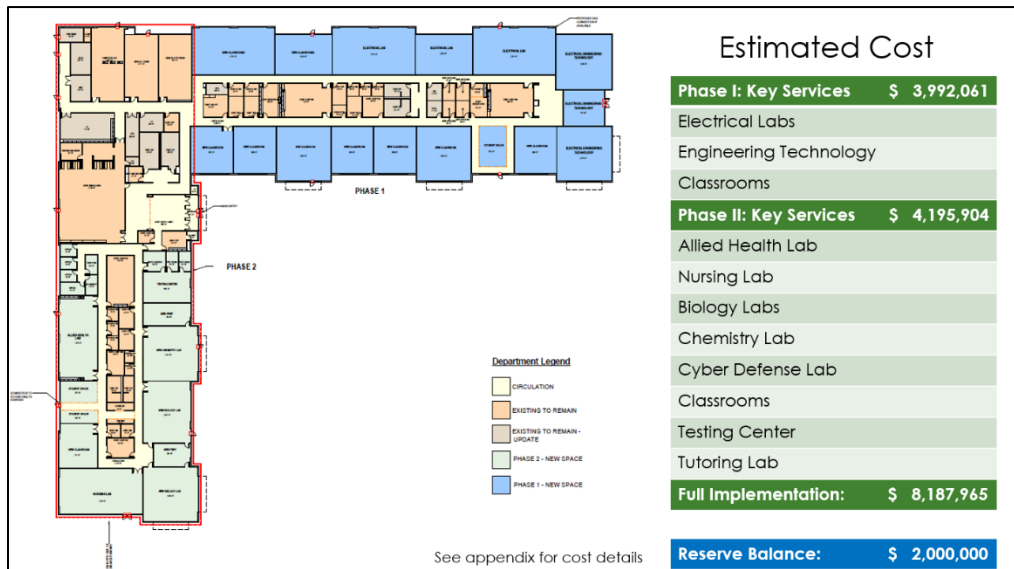
Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same as the act of the NLC, for the purposes and consideration therein expressed.

Subscribed and sworn to be before this _____ day of _____, 2025.

Notary Public

My commission expires: _____

EXHIBIT A



ACD Northeast Lakeview College - New Braunfels Sundance Phase 1
5-Feb-2025

Phase 1 Estimate

SUMMARY

CSI DIVISION 13,500 SF

| | | | |
|--|-------|---------------|-----------|
| Schematic Design Estimate | | | |
| 01 General Requirements | \$ | 160,075.00 | \$ 11.86 |
| 02 Existing Conditions | \$ | 23,500.00 | \$ 1.74 |
| 03 Concrete | \$ | - | \$ - |
| 04 Masonry | \$ | - | \$ - |
| 05 Metals | \$ | - | \$ - |
| 06 Wood, Plastics and Composites | \$ | 28,950.00 | \$ 2.14 |
| 07 Thermal & Moisture Protection | \$ | 6,750.00 | \$ 0.50 |
| 08 Doors and Glass | \$ | 43,900.00 | \$ 3.25 |
| 09 Finishes | \$ | 307,479.70 | \$ 22.78 |
| 10 Specialties | \$ | 52,825.00 | \$ 3.91 |
| 11 Equipment | \$ | 123,750.00 | \$ 9.17 |
| 12 Furnishings | \$ | - | \$ - |
| 13 Special Construction | \$ | - | \$ - |
| 14 Conveying | \$ | - | \$ - |
| 21 Fire Protection | \$ | 60,750.00 | \$ 4.50 |
| 22 Plumbing | \$ | 176,783.20 | \$ 13.10 |
| 23 HVAC | \$ | 630,413.00 | \$ 46.70 |
| 26 Electrical | \$ | 452,875.00 | \$ 33.55 |
| 27 Communications | \$ | 206,150.00 | \$ 15.27 |
| 28 Safety and Security | \$ | 132,000.00 | \$ 9.78 |
| 31 Earthwork | \$ | 4,622.22 | \$ 0.34 |
| 32 Exterior Improvements | \$ | 22,083.33 | \$ 1.64 |
| 33 Utilities | \$ | 42,500.00 | \$ 3.15 |
| Division Cost of Work Subtotal | \$ | 2,475,406.46 | \$ 183.36 |
| Design/Estimating Contingency | 7.00% | \$ 173,278.45 | \$ 12.84 |
| Escalation/Inflation | 6.00% | \$ 158,921.09 | \$ 11.77 |
| Subtotal | \$ | 2,807,606.00 | \$ 207.97 |
| CM Contingency | 3.00% | \$ 84,228.18 | \$ 6.24 |
| Cost of Work | \$ | 2,891,834.18 | \$ 214.21 |
| General Conditions | 3.00% | \$ 96,148.76 | \$ 7.12 |
| Preliminary Direct Construction Cost | \$ | 2,987,982.94 | \$ 221.33 |
| Owner's Construction Contingency | 3.00% | \$ 89,639.49 | \$ 6.64 |
| Direct Construction Cost | \$ | 3,077,622.43 | \$ 227.97 |
| CM Fee | 3.77% | \$ 116,026.37 | \$ 8.59 |
| TOTAL CONSTRUCTION (BASE) | \$ | 3,193,648.80 | \$ 236.57 |
| Soft Costs - estimated at 25% | \$ | 798,412.20 | |
| Design Fees Basic Services | | | |
| Design Fees Furniture | | | |
| Design Fees Programming | | | |
| Design Fees Equipment | | | |
| Furniture | | | |
| Equipment | | | |
| TDLR / ADA registration | | | |
| Commissioning | | | |
| Artwork | | | |
| AV/IT | | | |
| Permitting Fees | | | |
| Owners Contingency | | | |
| TOTAL SOFT COSTS | \$ | 798,412.20 | |
| OVERALL TOTAL CONSTRUCTION AND SOFT COSTS | \$ | 3,992,061.00 | \$ 295.71 |

7/14/2025

Agenda Item No. L)

PRESENTER:

Katie Totman, Historic Preservation Officer

SUBJECT:

Approval of the second and final reading of an ordinance to add a local historic landmark designation and rezone approximately 0.21 acres of Lot 5, New City Block 3019 from R-2 HD (Single Family and Two-Family District with a Historic District overlay) to R-2 HD HL (Single Family and Two-Family District with Historic District and Historic Landmark overlays), currently addressed at 648 West Mill Street. **(HST25-134)**

DEPARTMENT: Planning & Development Services**COUNCIL DISTRICTS IMPACTED:** 1

The City Council held a public hearing on June 23, 2025, and unanimously approved the first reading of the applicant's requested landmark designation/rezoning ordinance (7-0-0).

BACKGROUND:

The request for historic landmark designation was initiated by the property owner. The property is in the Mill Street Historic District and a landmark designation will not add any additional restrictions on the property.

The structure at 648 W Mill is a one-story Craftsman style residential structure, built c. 1919 for William Suttle and his wife Nancy. Together, William and Nancy had three children. In 1920, census records indicate William worked for a local flour mill as a superintendent and in his later years he worked as a real estate and insurance agent. William was a veteran of the Spanish American War and died in 1968. Nancy was a member of the Order of the Easter Star; a Masonic appendant body open to both men and women. She served in a variety of officer positions in the 1920s and '30s. The property is inside the boundaries of the Mill Street Historic District. Existing styles in the immediate vicinity include Folk Victorian, German Vernacular and Craftsman. 648 W Mill is on the west side of W Mill and toward the southernmost end of the district.

ISSUE:

Per Chapter 66-54 of the City's Code of Ordinances, proposed historic landmark designations shall follow the regular rezoning procedures and be reviewed by the Planning Commission and City Council for final determination.

In order for a property to be eligible for historic landmark designation, it must meet at least one (1) of six (6) eligibility criteria listed in Chapter 66 of the City's Code of Ordinances. Following a review of the property staff found the following criteria:

- 1) Possesses significance in history, architecture, archaeology, or culture &*
- 4) Embodies the distinctive characteristics of a type, period, or method of construction:*

COMPREHENSIVE PLAN REFERENCE:

- **Action 2.2:** Prioritize areas that are best suited for conservation and preservation.

-
- **Action 2.5:** Encourage diversification of commercial activity Downtown to build on and sustain existing historic resources and maximize structure utilization for economic expansion.
 - **Action 2.6:** Consistently evaluate the areas designated historic for strategic expansion or new designations.

STRATEGIC PLAN REFERENCE:

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

Objective - Adopt the new Land Development Ordinance that implements goals of our residents identified in Envision New Braunfels, including but not limited to **protecting historic structures**, preserving and increasing green space and tree canopy, protecting natural resources, and **safeguarding the character, integrity, and stability of neighborhoods**.

Performance Measures - Increased historic preservation programming and outreach; Increase National Citizen Survey overall satisfaction with “Preservation of the historical or cultural character of the community.”

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Historic Landmark Commission held a public hearing on Tuesday, May 13, 2025, and unanimously recommended approval of the applicant’s request (9-0-0).

The Planning Commission held a public hearing on June 3, 2025, and unanimously recommended approval of the applicant’s request (7-0-0)

Staff concurs with the recommendation by the Historic Landmark Commission and the Planning Commission.

In addition to the above-mentioned eligibility criteria, as this is technically a rezoning, the following section of the Zoning Ordinance also applies.

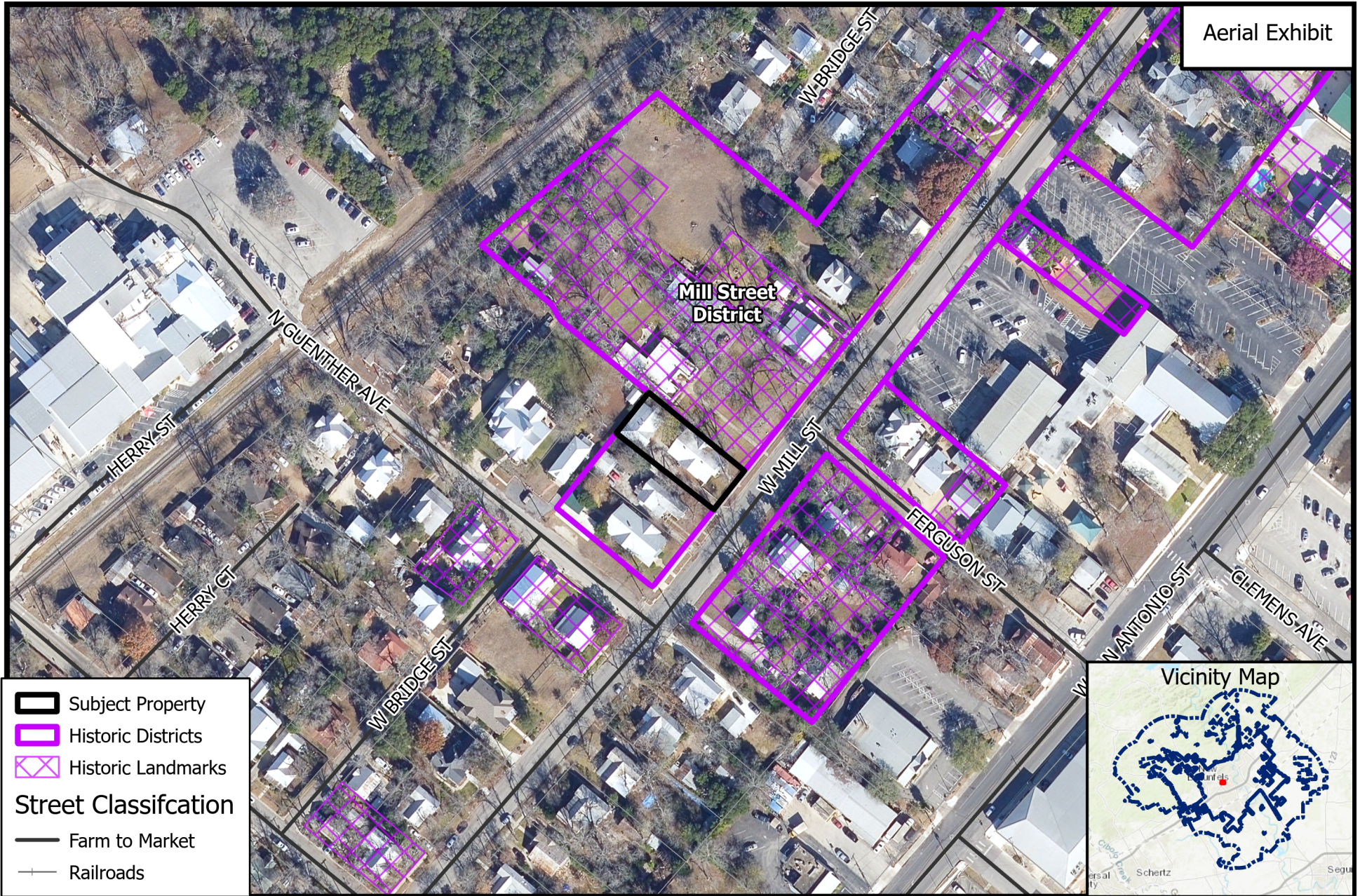
Code of Ordinances Sec. 144-2.1 *Changes and Zoning Amendments:*

(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 16 properties within 200 feet of the request. As of the date this agenda was posted, the city has received no responses in opposition.



HIST25-134 **Historic Landmark Designation**

Source: City of New Braunfels Planning
Date: 5/14/2025

0 90 180 Feet



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 anyone else is at that party's risk and without liability to the City of New Braunfels officials or employees for any discrepancies, errors, or variances which may exist.









PLANNING DEPARTMENT

Historic Preservation

Address: 648 W Mill

Research Findings:

The primary structure at 648 W Mill is an example of Craftsman style architecture. Defining features include dual front facing gables, visible brackets at the roof eaves, a covered front porch supported by square columns, and exposed rafter tails.

The home was built ca. 1919 by William Sherman Suttle. In 1901, William married Nancy Cordelia Hungate, and together they had three children. Census records from 1920 indicate William worked for the local flour mill as a superintendent at that time, and in his later years worked as a real estate and insurance agent. William Suttle was a veteran of the Spanish American War and died in 1968.

Nancy Cordelia was a member of the Order of the Eastern Star, which is a Masonic appendant body open to both men and women. According to newspapers from the 1920s and 1930s she served in a variety of officer positions including matron and conductress. She died in 1965.

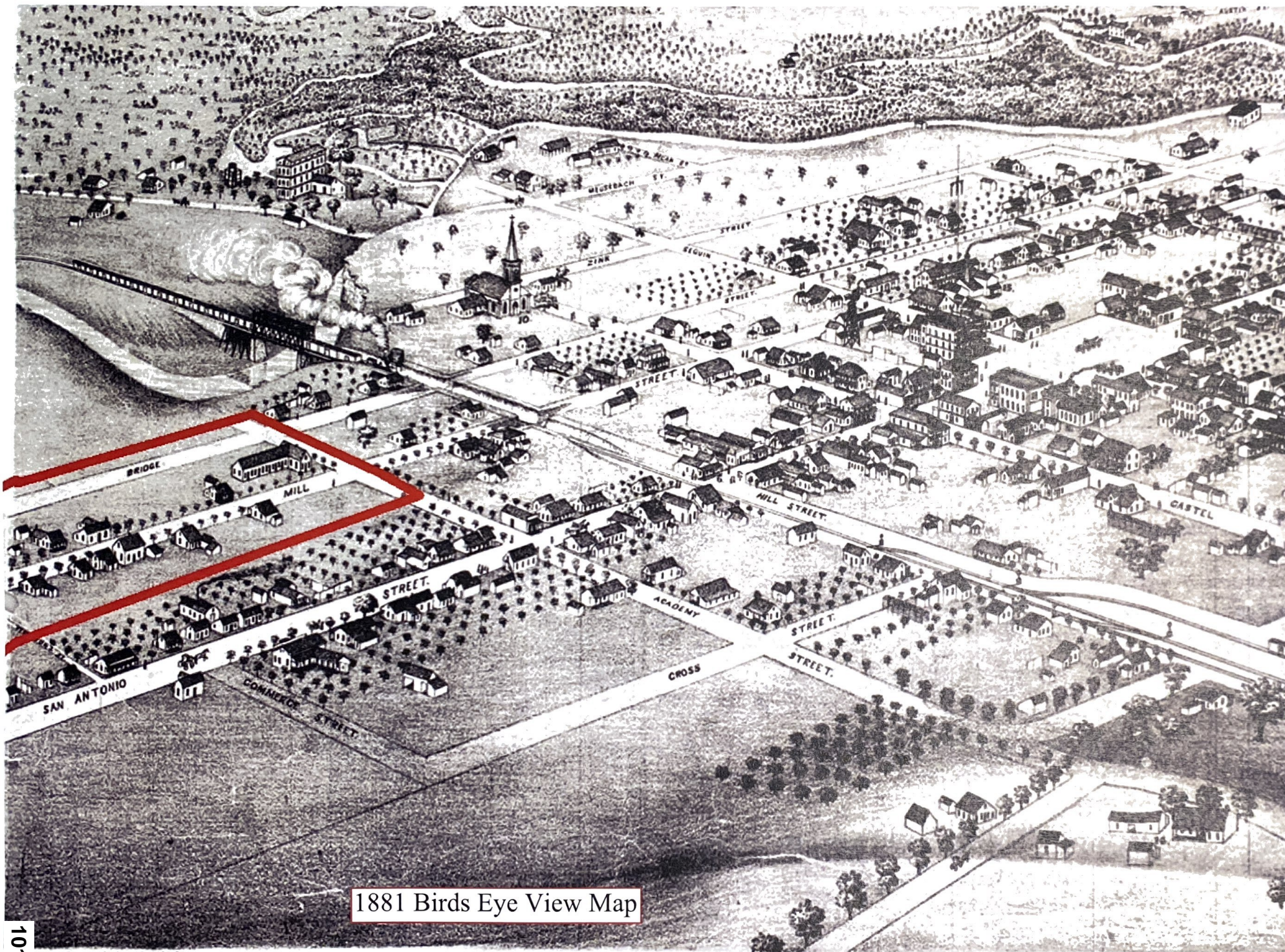
West Mill Street represents both Town and Acre lots distributed and sold in 1845 by the Verein. Original Town Lots include 213 through 216 and Acre Lots 1, 2 and 168. The Ferguson and Hesler Firm purchased Acre Lot #2 from Charles Siebert on April 17, 1847. (Volume A, Page 28) then divided the property into 10 lots and added a road named "Ferguson Street". By 1850 New Braunfels was the fourth largest town in Texas. Houses representing the "German Settlement Period" include the George Ullrich Haus at 528 W. Mill Street, the Habermann House at 543 W. Mill Street, the Geue House at 554 W. Mill, and the Geue-Milburn House at 185 Ferguson Street.

The neighborhood is home to the New Braunfels Academy, a local landmark and Registered Texas Historic Landmark. In 1858, New Braunfels' citizens voted unanimously to impose a tax for the support of a public school eighteen years before the Constitution of 1876 provided for such local taxation throughout Texas. In 1884, the city purchased lots 213 and 214 for the use of schools. In January of 1913, the school board called a special meeting which they decided to; build a new schoolhouse on the site of the existing New Braunfels Academy School, purchase the property behind lots 215 and 216, plus form an independent school district which would be separate from the city. June of that same year, San Antonio architecture firm CV Seutter & Shand were engaged for \$500. Local contractor Adolph Moeller had the lowest bid of \$44,873 and took eleven months to construct with a cost overrun of \$5,500.

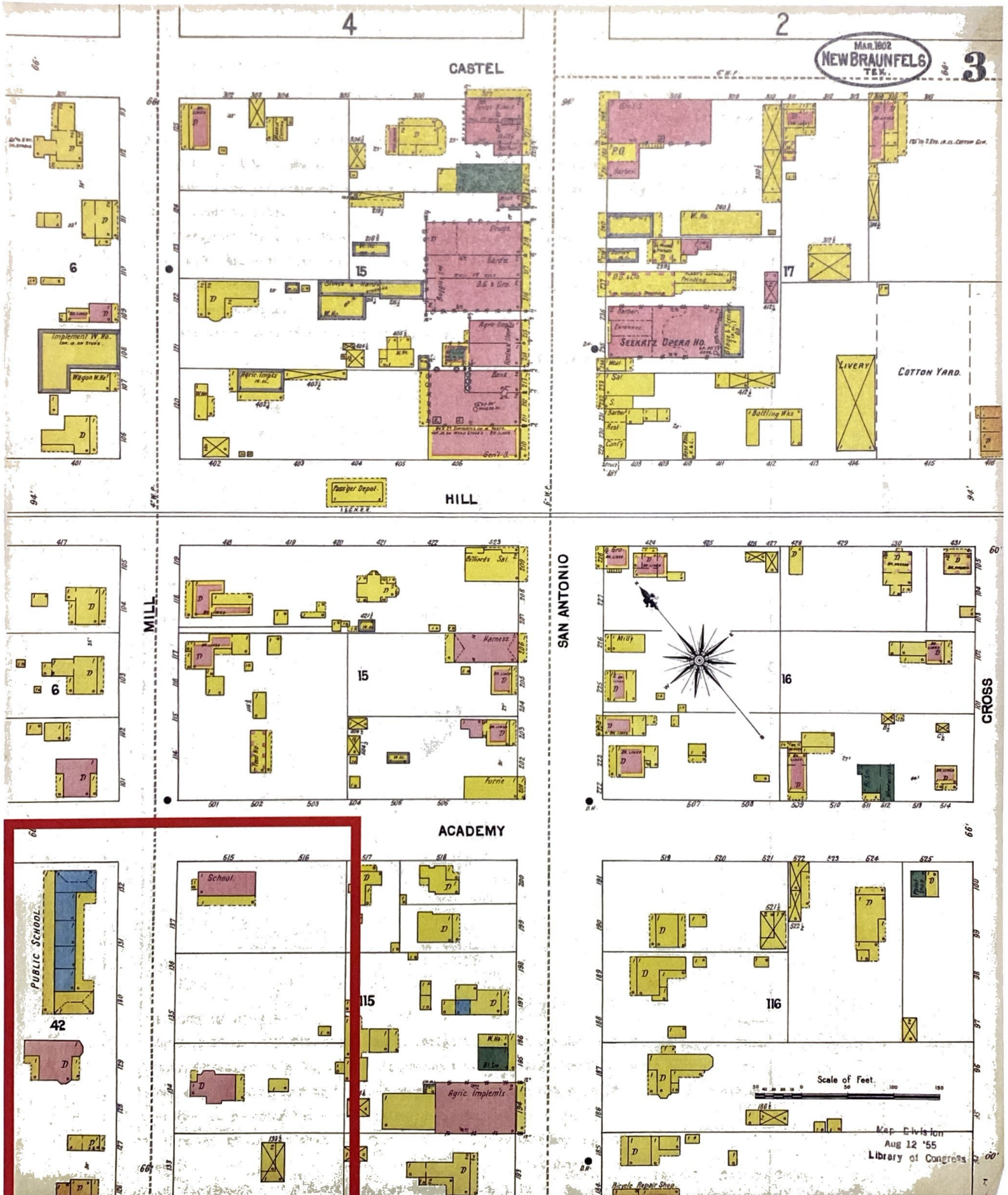
The Railroad came in 1880 and laid the track on Hill Avenue. On the 1881 "Birds Eye View of New Braunfels" map, nine houses are visible on the 500 block of W. Mill Street. In 1902 a portion of W. Mill Street is shown with houses at 477 and 480 W. Mill Street.

1868 Map





1881 Birds Eye View Map



Original Map Digitized by the Center for American History, University of Texas at Austin

THE STATE OF TEXAS)

COUNTY OF COMAL) WHEREAS, I, A.F.Habermann, am the owner of certain property situated on the corner of Hill and Guenther Streets, within the corporate limits of the City of New Braunfels, and being a portion of original acre-lot No. Two (2), and

Whereas, I have had this property surveyed and platted as shown by the plat hereto attached, which was prepared by A.Marbach, County Surveyor of Comal County, Texas, and is dated August 7, 1916.

Now, therefore, I, A.F.Habermann, do hereby approve and confirm said plat, which subdivides said land into Lots Nos. One, Two, Three, Four and Five, and I acknowledge that the lines, courses and distances, as thereon shown, are true and correct, and binding upon me, my heirs and assigns.

Witness my hand this 18. day of February, A.D.1919.

A.F.Habermann

No 426
Dedication
of Plat
A.F.
Habermann
to
The Public

News 3019

THE STATE OF TEXAS)

COUNTY OF COMAL) BEFORE ME, the undersigned authority, a Notary Public in and for Comal County, Texas, on this day personally appeared A.F.Habermann, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my and seal of office, this 18. day of February A.D. 1919.

(Seal)

J.R.Fuchs
Notary Public in and for Comal County, Texas.

Filed for Record at 3 o'clock P.M. February 18, A.D. 1919
Recorded at 3 o'clock P.M. February 22, A.D. 1919.

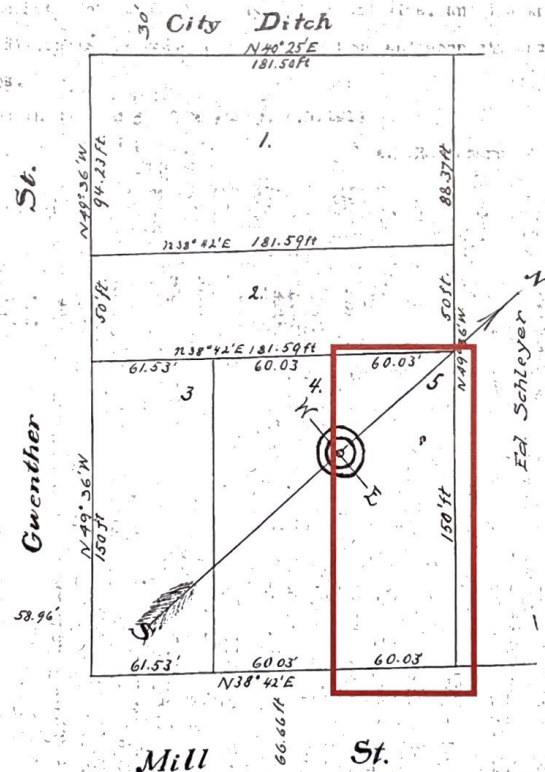
Emil Hermann
County Clerk, Comal Co. Texas.

PLAT OF THE HABERMANN TRACT

Being a portion of Original Acre Lot No. 2 and situated
within the Corporate Limits of the City of New Braunfels,
Comal Co., Texas.

Scale, 1 inch = 50 ft.

A. Marbach, Surveyor.



Copied and changed
from original by
Alfred R. Roth
Surveyor
Feb. 6, 1919.

The State of Texas, I, A. Marbach, County Surveyor
of Comal Co., Texas, do hereby certify that the above
is a true and correct plat of the Habermann tract as
surveyed by me on the ground according to law.

Witness my hand this 7th day of August 1916.

A. Marbach
County Surveyor, Comal Co., Tex.

No 426

Dedication
of Plat

A. F.
Habermann

to
The Public

THE STATE OF TEXAS)

COUNTY OF COMAL) BEFORE ME, the undersigned authority, a Notary Public in and for Comal

County, Texas, on this day personally appeared A.F. Habermann, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18. day of February A.D. 1919.

(Seal)

J.R. Fuchs

Notary Public in and for Comal County, Texas.

Filed for Record at 3 o'clock P.M. February 18, A.D. 1919

Recorded at 3 o'clock P.M. February 22, A.D. 1919.

Emil Hennen,
County Clerk, Comal Co. Texas.

THE STATE OF TEXAS)

COUNTY OF COMAL) KNOW ALL MEN BY THESE PRESENTS: That we, Albert F. Habermann and Josephine Habermann, his wife, signing Josie Habermann, of the County of Comal and State of Texas, for and in consideration of the sum of One Thousand (\$1,000.00) Dollars cash to us in hand paid by W.S. Suttle, the receipt of which is hereby acknowledged;

Have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said W.S. Suttle, of the County of Comal and State of Texas, all that certain tract, piece or parcel of land situated within the corporate limits of the City of New Braunfels, Comal County, Texas, and known and designated on a plat of a subdivision of a portion of Acre Lot No. Two, which plat is recorded in Vol. 39, on page 460, of the Comal County Deed Records as Lot No. Five (5) and reference is hereby made to said plat for further description of said Lot No. Five.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said W.S. Suttle, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executor and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said W.S. Suttle, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

Witness our hands this 20. day of February, A.D. 1919.

Albert F. Habermann

Josie Habermann

THE STATE OF TEXAS)

COUNTY OF COMAL) BEFORE ME, the undersigned authority, a Notary Public in and for Comal County, Texas, on this day personally appeared Albert F. Habermann and his wife, Josephine Habermann, known to me to be the persons whose names are subscribed to the foregoing instrument, and they to me acknowledged that they each had executed the same for the purposes and consideration therein expressed. And the said Josephine Habermann, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Josephine Habermann, acknowledged such instrument to be her act and deed and

No. 501

W.D.

Albert F.
Habermann
& wife.

W

W.S. Suttle.

declared that she willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 20. day of February, A.D. 1919.

J.R.Fuchs

(Seal) Rev. Stp. \$1.00

Notary Public, Comal Co. Texas.

Filed for Record at 9 o'clock A.M. April 1, A.D. 1919.

Recorded at 11 o'clock A.M. April 1, A.D. 1919.

Emil Steiner,

Co. Clk. Comal Co. Texas.

FOURTEENTH CENSUS OF THE UNITED STATES: 1920—POPULATION

TOWNSHIP OR OTHER DIVISION OF COUNT

NAME OF INCORPORATED PLACE

New Hampshire city

WARD OF CITY

Laura H. Sahen **ENUMERATOR**

NAME OF INSTITUTION

Don't stamp or mutilate. Tear out before the ink runs while the card is wet.

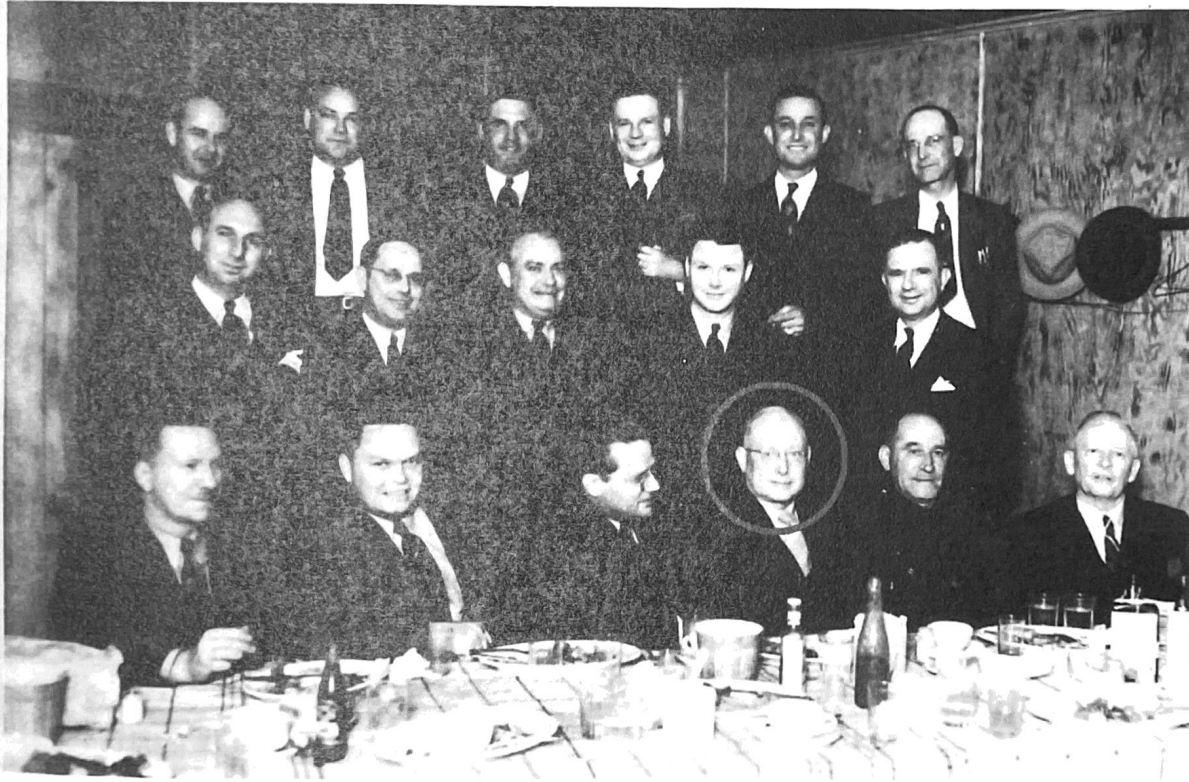
| PLACE OF BIRTH. | | | | NAME. | | RELATION. | | SEX. | | DATE OF BIRTH. | | EDUCATION. | | NATIVITY AND MOTHER TONGUE. | | OCCUPATION. | | |
|---|-----|-----|--|-------------------------|---------------|--|---|-------|---|----------------|---|------------|-----------|---|-----------|---------------|--------|----------------|
| of each person whose place of birth on January 1, 1900, was in this family. | | | | Name and sex of person. | | Relationship of this person to the head of the family. | | Sex. | | Date of birth. | | Education. | | Place of birth of each person and parents of each person enumerated. If born in the United States, give the state or territory. If of foreign birth, give the place of birth and, in addition, the mother tongue. (See instructions.) | | Occupation. | | |
| 1. 2. 3. 4. | | | | 5. | | 6. | | 7. 8. | | 9. 10. | | 11. 12. | | 13. 14. | | 15. 16. | | |
| 1. 2. 3. 4. | | | | 5. | | 6. | | 7. 8. | | 9. 10. | | 11. 12. | | 13. 14. | | 15. 16. | | |
| 715 | 460 | 449 | | Dalle, Willie | Head | O | F | M | W | 42 | M | | | | Texas | Rhineland | German | Truckdriver |
| | | | | —, Ida | Wife | | | F | W | 38 | M | | | | Texas | Massachusetts | German | none |
| | | | | —, Melitta | Daughter | | | F | W | 17 | S | | | | Texas | Texas | | none |
| | | | | —, Christel | Son | | | F | W | 13 | S | | | | Texas | Texas | | none |
| 713 | 457 | 449 | | Blackburn, Matilda | Head | O | F | M | W | 61 | M | 1883 | High Sch. | | Germany | Germany | German | none |
| | | | | —, Adeline | Daughter | | | F | W | 25 | S | | | | Texas | Germany | German | Salisbury |
| | | | | —, Hedwig | Daughter | | | F | W | 18 | S | | | | Texas | Germany | German | Salisbury |
| 711 | 458 | 449 | | Cornin, William | Head | R | | M | W | 32 | M | | | | Louisiana | Louisiana | German | Buyer |
| | | | | —, Effie | Wife | | | F | W | 24 | M | | | | Texas | Texas | | none |
| 712 | 459 | 449 | | Bruehst, Fritz | Head | O | F | M | W | 58 | M | | | | Texas | Hanover | German | Merchant |
| | | | | —, Agnes | Wife | | | F | W | 57 | M | | | | Texas | Hanover | German | none |
| | | | | —, Lottie | Daughter | | | F | W | 36 | S | | | | Texas | Texas | | none |
| | | | | —, Margaret | Daughter | | | F | W | 24 | S | | | | Texas | Texas | | none |
| 714 | 460 | 446 | | Brake, Julius | Head | O | F | M | W | 63 | M | 1880 | No. | 1896 | Germany | Germany | German | Sabotier |
| | | | | —, Johanna | Wife | | | F | W | 63 | M | | | | Texas | Germany | German | none |
| | | | | —, Roger | Son-in-law | | | M | W | 32 | M | | | | Texas | Texas | | Agent |
| | | | | —, Elan | Granddaughter | | | F | W | 48 | S | | | | Texas | Texas | | none |
| 716 | 471 | 447 | | Eberhard, Selia | Head | O | F | M | W | 40 | M | | | | Texas | Rhineland | German | none |
| | | | | —, Viola | Daughter | | | F | W | 9 | S | | | | Texas | Texas | | none |
| | | | | —, Waldeckmiller, Helma | Daughter | | | F | W | 49 | S | | | | Texas | East Prussia | German | none |
| 718 | 472 | 447 | | Scheeper, Christina | Head | O | F | M | W | 46 | S | | | | Texas | Germany | German | none |
| 719 | 473 | 447 | | Hemke, Adolf | Head | O | F | M | W | 42 | M | | | | Texas | Germany | German | Merchant |
| | | | | —, Emma | Wife | | | F | W | 39 | M | | | | Texas | Texas | | none |
| | | | | —, Eugene | Son | | | M | W | 18 | S | | | | Texas | Texas | | Plumber |
| | | | | —, Norman | Son | | | M | W | 14 | S | | | | Texas | Texas | | none |
| | | | | —, Fred | Son | | | M | W | 11 | S | | | | Texas | Texas | | none |
| | | | | —, Clifford | Son | | | M | W | 5 | S | | | | Texas | Texas | | none |
| 720 | 474 | 500 | | Schneider, Elsie | Head | R | | M | W | 43 | M | | | | Texas | Germany | German | Buyer |
| | | | | —, Ella | Wife | | | F | W | 40 | M | | | | Texas | Texas | | none |
| 807 | 475 | 500 | | Groscheimer, Corbin | Head | O | F | M | W | 61 | M | 1868 | High Sch. | | Germany | Germany | German | none |
| 722 | 476 | 500 | | Fruehlich, William | Head | O | F | M | W | 75 | M | 1846 | No. | ? | Germany | Germany | German | none |
| | | | | —, Blanca | Daughter | | | F | W | 24 | S | | | | Texas | Texas | | Salisbury |
| 724 | 477 | 503 | | Schell, Louis H. | Head | O | F | M | W | 35 | M | | | | Texas | Texas | | Beehkeeper |
| | | | | —, Emma | Wife | | | F | W | 39 | M | | | | Texas | Texas | | none |
| | | | | —, Margaret | Daughter | | | F | W | 8 | S | | | | Texas | Texas | | none |
| | | | | —, James | Son | | | M | W | 7 | S | | | | Texas | Texas | | none |
| 726 | 478 | 501 | | Fruehlich, Theodore | Head | O | F | M | W | 52 | M | | | | Texas | Germany | German | Butcher |
| | | | | —, Selma | Wife | | | F | W | 52 | M | | | | Texas | Texas | | none |
| | | | | —, Annetta | Daughter | | | F | W | 22 | S | | | | Texas | Texas | | none |
| 728 | 479 | 505 | | Schlager, Edward | Head | O | F | M | W | 45 | M | | | | Texas | Germany | German | Ranchman |
| | | | | —, Emma | Wife | | | F | W | 44 | M | | | | Texas | Germany | German | none |
| | | | | —, Edward Jr. | Son | | | M | W | 19 | S | | | | Texas | Texas | | Ranchman |
| | | | | —, Julius | Son | | | M | W | 17 | S | | | | Texas | Texas | | none |
| | | | | —, Lucille | Daughter | | | F | W | 7 | S | | | | Texas | Texas | | none |
| | | | | —, Mabel | Servant | | | F | W | 36 | S | | | | Texas | Texas | | none |
| None | 480 | 506 | | Suttler, William S. | Head | O | F | M | W | 40 | M | | | | Illinois | Tennessee | | Superintendent |
| | | | | —, Cordelia | Wife | | | F | W | 39 | M | | | | Illinois | Tennessee | | none |
| | | | | —, Thelma | Daughter | | | F | W | 16 | S | | | | Illinois | Illinois | | none |
| | | | | —, Darwin | Son | | | M | W | 13 | S | | | | Illinois | Illinois | | none |
| | | | | —, Hazel | Daughter | | | F | W | 4 | S | | | | Texas | Illinois | | none |

Sheet No.

POPULATION SCHEDULE: 21

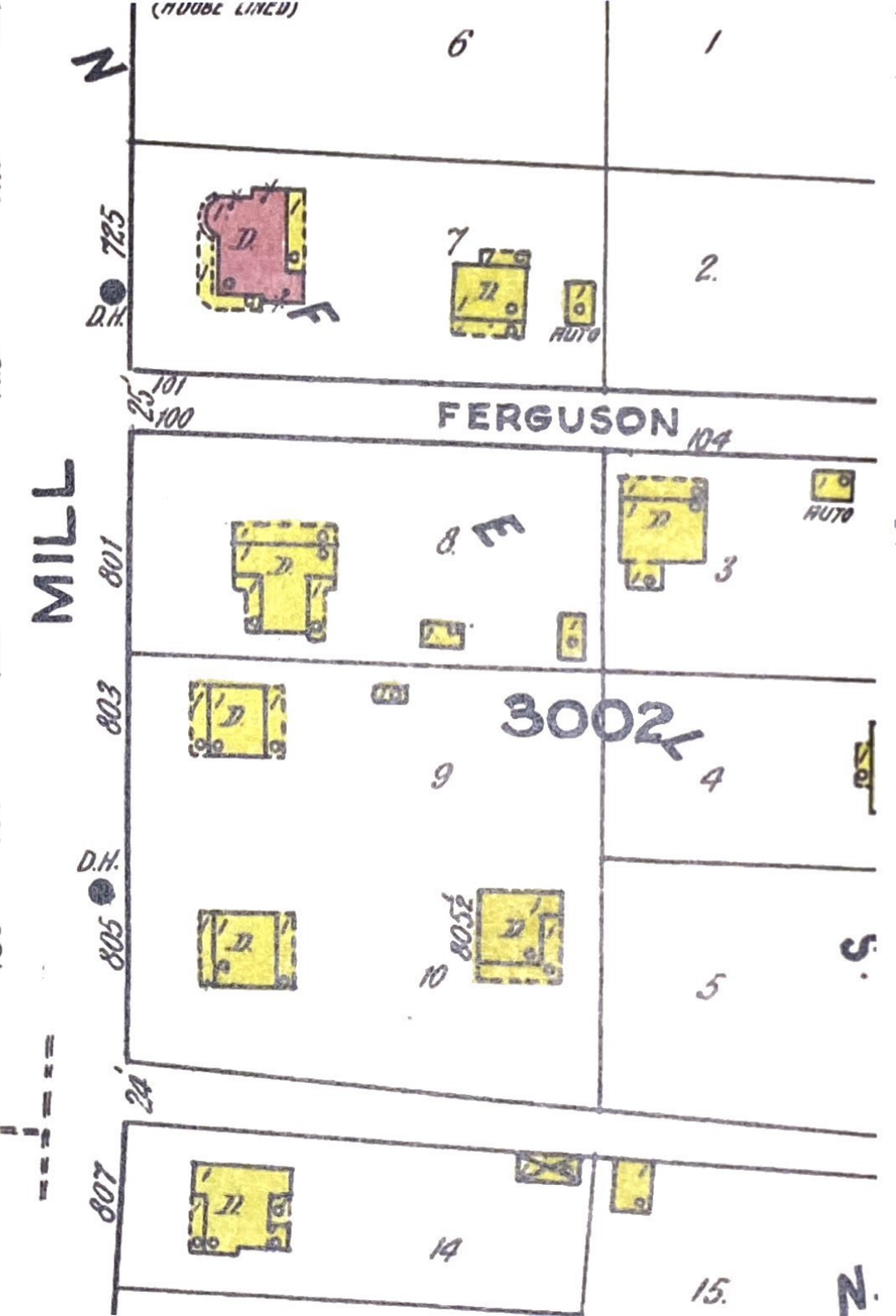
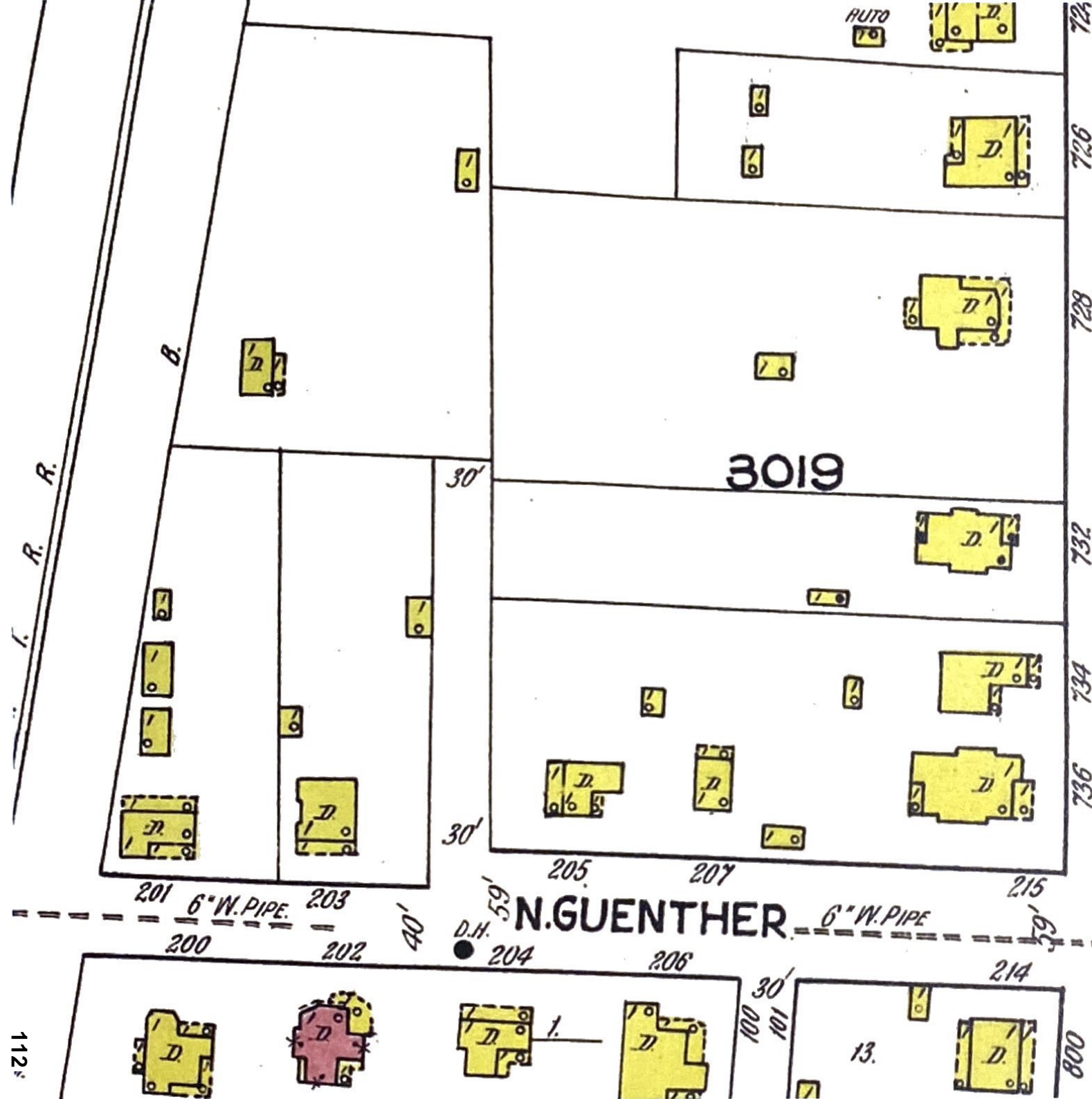
Enumerator

| Q4. A. YEARS OF RESID. (YFWR) | | Q4. B. COLOR OR RACE | | Q4. C. AGE AT LAST INTERVIEW | | Q4. D. HIGHEST GRADE OF SCHOOL COMPLETED | | Q4. E. CITIZENSHIP OF THIS FOREIGN | | Q4. F. WAS THIS PERSON AT WORK? | | Q4. G. WAS THIS PERSON HAD A JOB? | | Q4. H. WAS OF CLASS OF WORKER? | | Q4. I. WAS ON MILITARY SERVICE? | |
|---------------------------------------|--|----------------------|------|---|-----------|--|------------|------------------------------------|-----------|--|-----------|---|-------------------------|--------------------------------|--------------------------|---------------------------------|--------------------------|
| ETHNOS AND EXPLANATORY NOTES | When respondent's household number is equal to 1, enter 1 in column of years of residence. | White | YFWR | Age of children born in or after April 1, 1929, as follows: | | None | 11 or less | None | None | Was at work or paid in gross or net pay or profit in gross or net pay. | None | Did this person have a job or was he or she in business, or was he or she in the service of others? | Was of class of worker. | None | Was on military service. | None | Was on military service. |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Black | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Hispanic | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 1938-1940 | 1941-1943 | 1944-1946 | 1947-1949 | 1950-1952 | 1953-1955 | 1956-1958 | 1959-1961 | 1962-1964 | 1965-1967 | 1968-1970 |
| | When respondent's place of residence is not the place of his or her birth, enter the place of birth in column of years of residence. | Other | None | 1929-1931 | 1932-1934 | 1935-1937 | 193 | | | | | | | | | | |



The Diez y Seis queen and her court rode an elaborate float in a parade on West San Antonio Street September 16, 1933. In the background are the Wills Hotel, the Faust and Clemens stores, and the First National Bank buildings.

A gathering of New Braunfels businessmen in 1941 includes, from left, front row, Kermit Zipp, Clarence Haag, Alton Luckett, Bill Suttle, P. K. Odiorne, and Doc Beatty; middle row, Leo Lancaster, R. B. Vickers, "Blue" Plumeyer, Gus Hoenscheidt, and James Eiband; back row, Dan Reeh, Bill Wagner, Gaines Whittington, Pete Nowotny, Al Leissner, and Ben Nuhn.



ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.21 ACRES, BEING LOT 5, NEW CITY BLOCK 3019 ADDRESSED AT 648 W MILL ST., FROM R-2 HD SINGLE FAMILY AND TWO-FAMILY DISTRICT HISTORIC DISTRICT TO R-2 HD HL SINGLE FAMILY AND TWO-FAMILY DISTRICT HISTORIC DISTRICT HISTORIC LANDMARK ACCORDING TO CHAPTER 66, ARTICLE III, AND AMENDING THE ZONING MAP; 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, this property has been recommended for historic landmark designation by the Historic Landmark Commission; and

WHEREAS, the City Council wishes to protect this structure as a part of the heritage of New Braunfels for future generations; and

WHEREAS, the City Council desires to amend the Zoning Map by designating the suffix "HL" in addition to the Historic District "HD" overlay and conventional zoning designation established by the zoning ordinance; and

now, therefore;

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

SECTION 1

THAT the following described property is hereby designated as a Historic Landmark in accord with the provisions of Chapter 66, Article III of the Code of Ordinances of the City of New Braunfels, Texas:

Approximately 0.21 acres, being Lot 5, New City Block 3019 as depicted on Exhibit "A", attached.

SECTION 2

THAT the above property is hereby restricted as to the amount or method of change, construction, or demolition that can take place in accord with Chapter 66, Article III of the Code of Ordinances of the City of New Braunfels.

SECTION 3

THAT the above described property is hereby entitled to all rights and privileges that are accorded to historically designated structures or sites, or which may be accorded those structures

or sites in the future.

SECTION 4

THAT the zoning map is amended by designating the tract the subject structure is located upon, to add “HL”.

SECTION 5

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

SECTION 6

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

SECTION 7

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

PASSED AND APPROVED: First reading this 23rd day of June, 2025.

PASSED AND APPROVED: Second reading this 14th day of July, 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

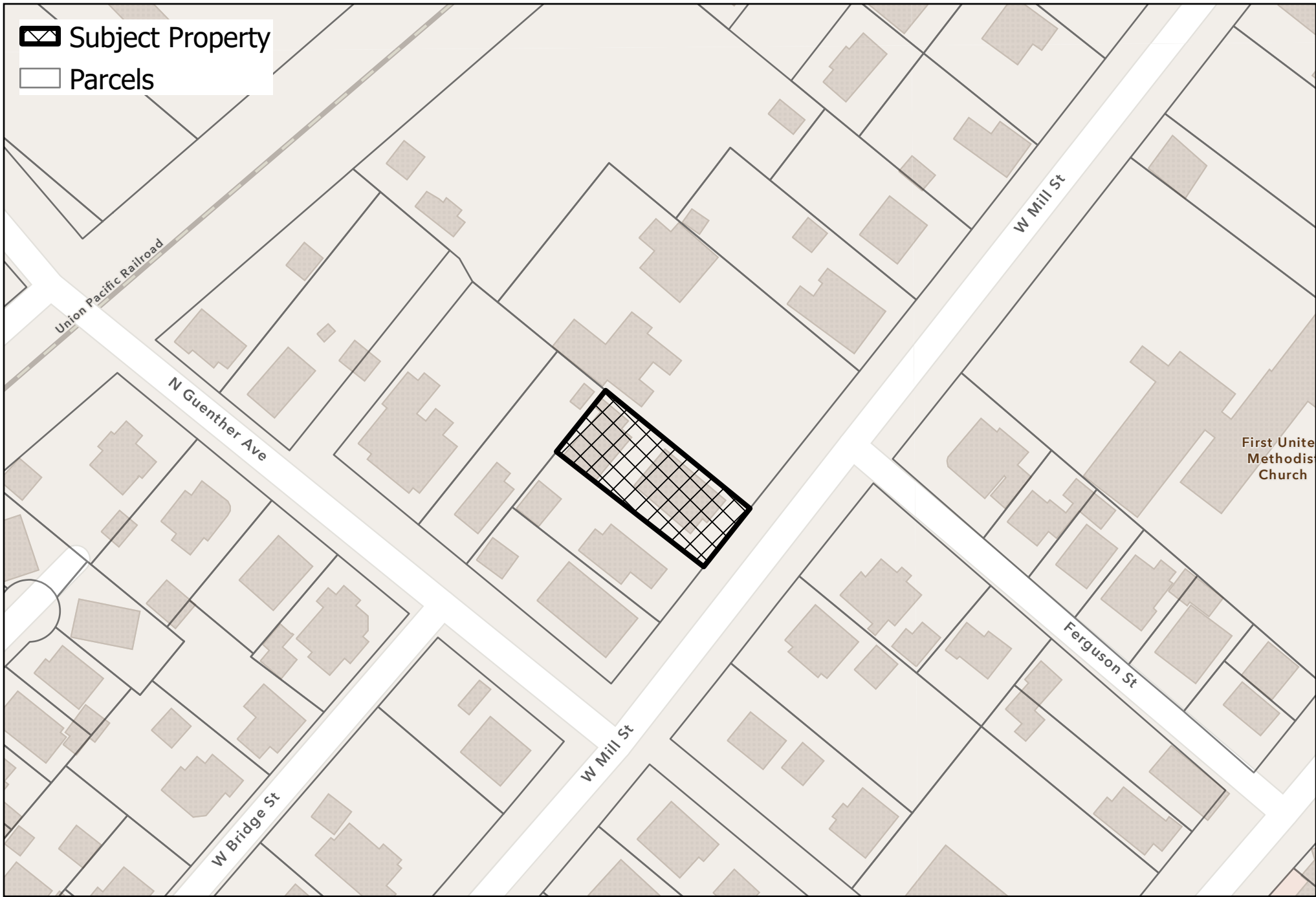


Exhibit A

648 W Mill St



7/14/2025

Agenda Item No. M)

PRESENTER:

Christopher J. Looney, AICP Planning and Development Services Director

SUBJECT:

Approval of the second and final reading of an ordinance to rezone approximately 5 acres out of the John Thompson Survey 21, Abstract 608, from C-3 (Commercial District) and APD (Agricultural/Pre-Development District) to C-1B (General Business District), currently addressed at 4001 IH 35 S.

DEPARTMENT: Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:****Case No:** PZ25-0139**Applicant:**

Killen, Griffin & Farrimond, PLLC
(210) 960-2750 | nuriddin@kgftx.com

Owner:

Juan Wiebe

Staff Contact:

Amanda Mushinski, AICP, CNU-A
(830) 221-4056 | amushinski@newbraunfels.gov

The City Council held a public hearing on June 23, 2025, and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0).

The subject property comprises approximately 5 acres on the southeast side of the IH 35 South Access Road approximately ¼ of a mile northeast of the intersection of IH 35 and South Solms Road. It is bordered by C-3 and APD zoning. Adjacent land uses consist of vacant land, a used car dealer, and industrial warehousing.

ISSUE:

The submitted application indicates that the proposed zoning change is intended to allow development of the tract with C-1B uses which allows for a broad range of office, service and retail uses. This zoning district is intended for commercial nodes at the intersection of major collectors or arterials to accommodate high traffic volumes.

Traffic Impact Analysis (TIA): Per adopted ordinance, if a TIA is required, it will be conducted at the Subdivision Platting and/or Building Permit stage, as applicable.

Drainage: Per adopted ordinance, if a drainage study is required, it will be conducted with the Public Infrastructure Construction Plan approval process and/or Building Permit stage, as applicable.

COMPREHENSIVE PLAN REFERENCE:

C-1B would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.
- **Action 3.6:** Pro actively provide a regulatory framework that remains business and resident friendly.

Future Land Use Plan: The subject property is located within the Oak Creek Sub Area, along a Transitional Mixed-Use Corridor, near an existing Education Center, and near a future Market Center.

STRATEGIC PLAN REFERENCE:

☒ Economic Mobility ☐ Enhanced Connectivity ☐ Community Identity

☐ Organizational Excellence ☐ Community Well-Being ☐ N/A

- Economic Mobility - Objective: Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.

FISCAL IMPACT:

The Land Use Fiscal Analysis (LUFA) recommended action is to prioritize infill projects that add people and buildings in areas with existing infrastructure. This will increase revenue without significant impacts on services and infrastructure costs, and distribute cost burdens for service delivery across more property owners.

RECOMMENDATION:

The Planning Commission held a public hearing on June 3, 2025, and unanimously recommended approval of the applicant's request (7-0-0).

Staff recommends approval based on C-1B's compatibility with the surrounding zoning and existing commercial and industrial land uses in the area. The property's location along a major transportation corridor makes it suitable for the range of commercial uses permitted within the C-1B district. The request is consistent with the City's adopted plans and policies and supports the planned development patterns for this area.

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 5 owners of property within 200 feet of the request. As of the date this agenda was posted, the city has received no responses.

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?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?<https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)
 - Chapter 144, Sec. 3.4-1 (APD) of the City's Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?<https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)
 - Chapter 144, Sec. 3.4-13 (C-1B) of the City's Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)

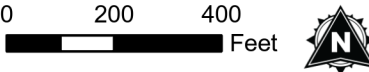
Aerial Exhibit



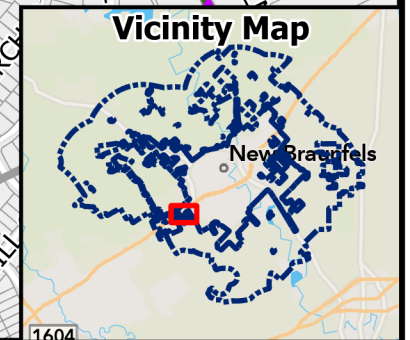
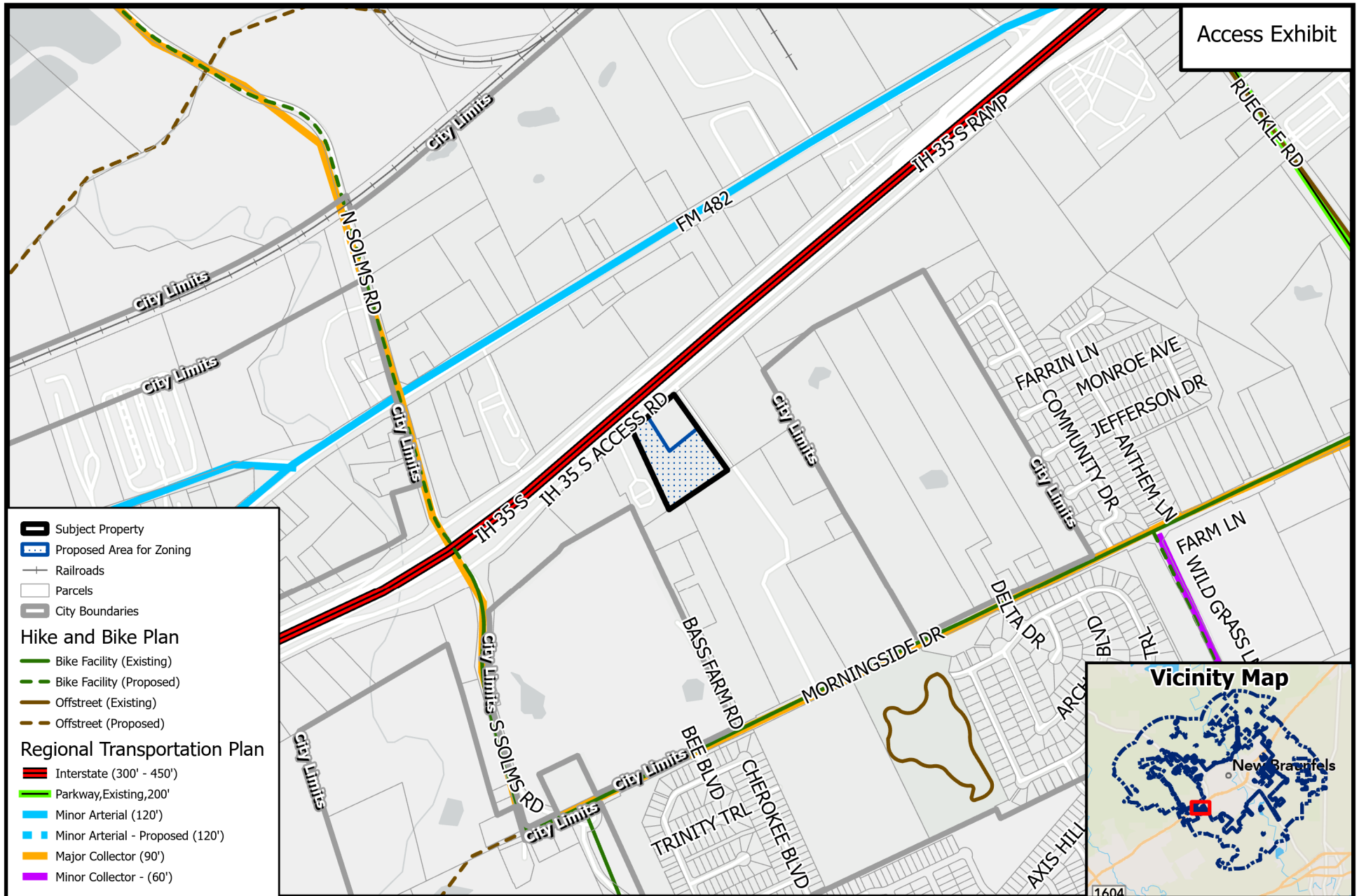
PZ25-0139
C-3 and APD to C-1B

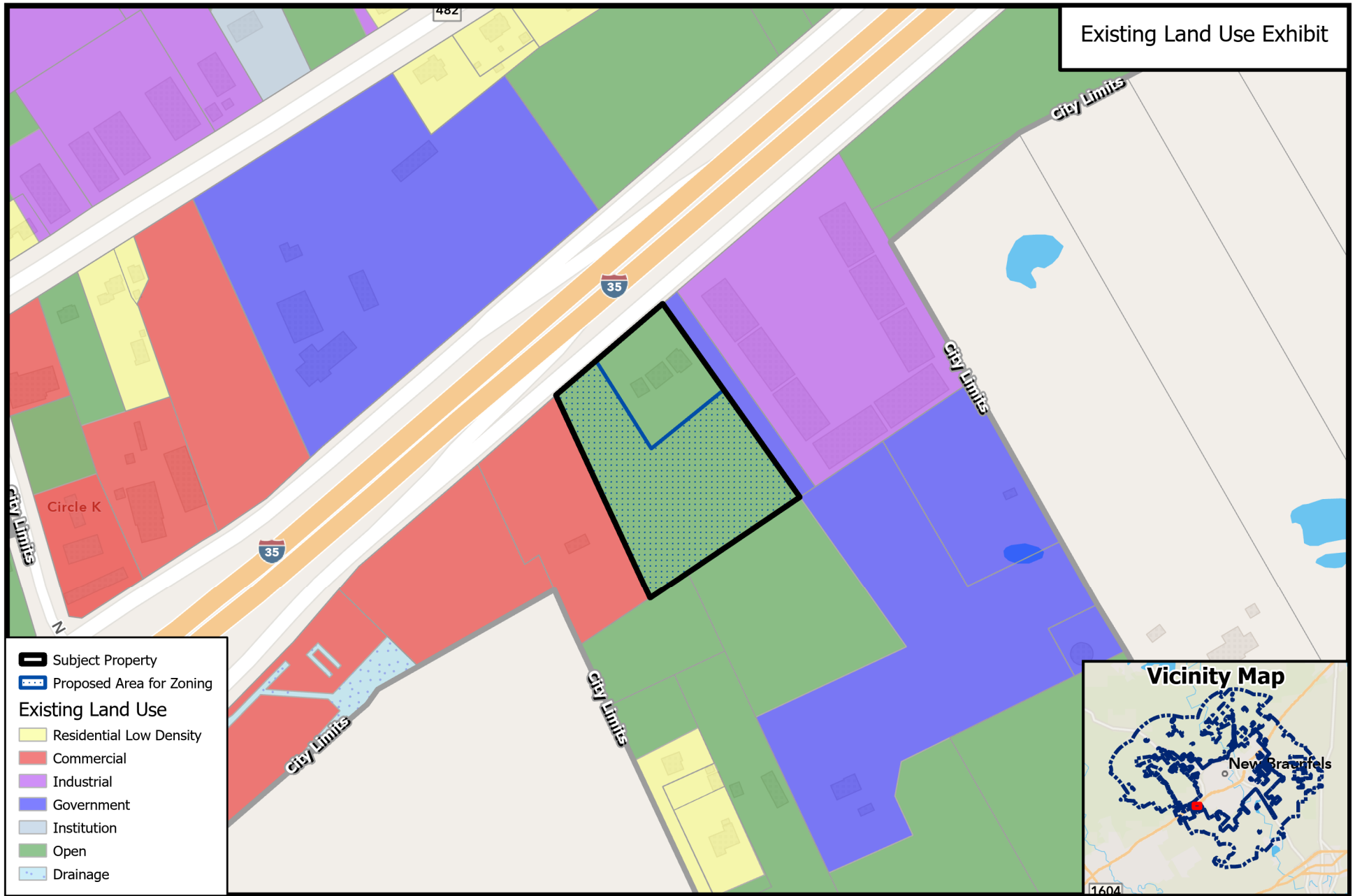
Path:
P:\ZoneChange & SUPs\2025\PZ25-0139 - 4001 IH 35 S - C-3 & APD to C-1B\NPH\PZ25-0139.aprx

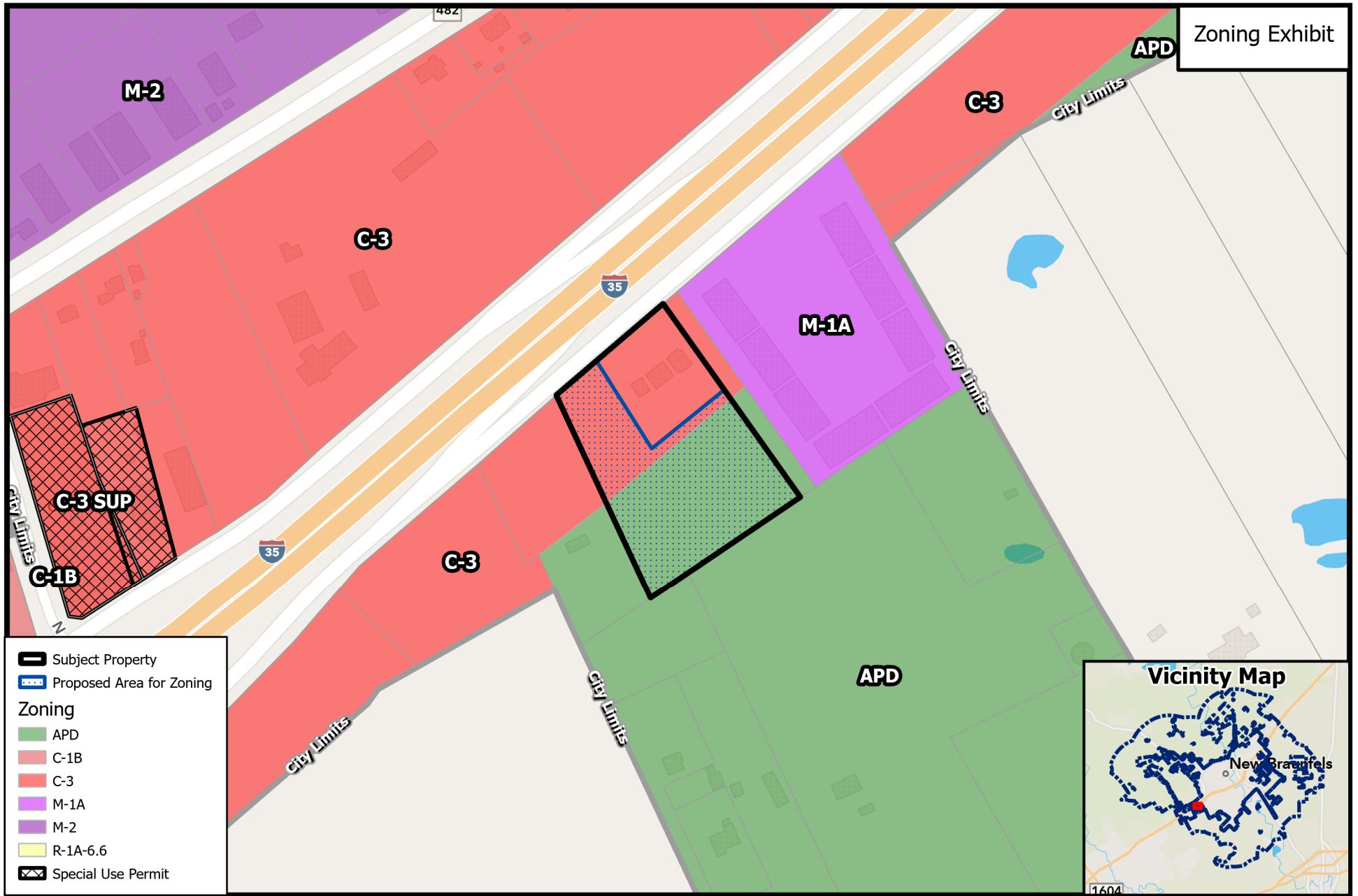
Source: City of New Braunfels Planning
Date: 5/21/2025



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 anyone other than the City of New Braunfels is at that party's risk and without liability to the City of New Braunfels. The City of New Braunfels and its officials or employees make no warranty, representation, or guarantee as to the accuracy, completeness, or timeliness of the information contained herein. The City of New Braunfels and its officials or employees shall not be liable for any discrepancies, errors, or variances which may occur between the information contained herein and the actual conditions on the ground.







| Land Use | Existing | Existing | Proposed |
|---|----------|----------|----------|
| | C-3 | APD | C-1B |
| Accessory building/structure (see section 144-5.4) | P | P | P |
| Accessory dwelling (one accessory dwelling per lot) | P | P | |
| Accounting, auditing, bookkeeping, and tax preparations | P | | P |
| Acid manufacture | | | |
| Adult day care (no overnight stay) | P | | P |
| Adult day care (with overnight stay) | P | | P |
| Aircraft support and related services | P | | |
| Airport | | | |
| All-terrain vehicle (ATV) dealer/sales | P | | P |
| Ambulance service (private) | P | | P |
| Amphitheaters (outdoor live performances) | P | | P |
| Amusement devices/arcade (four or more devices) | P | | P |
| Amusement services or venues (indoors) (see section 144-5.13) | P | | P |
| Amusement services or venues (outdoors) | P | | P |
| Animal grooming shop | P | | P |
| Answering and message services | P | | P |
| Antique shop | P | | P |
| Appliance repair | P | | P |
| Archery range | | | |
| Armed services recruiting center | P | | P |
| Art dealer/gallery | P | | P |
| Artist or artisans studio | P | | P |
| Assembly/exhibition hall or areas | P | | P |
| Assisted living facility/retirement home | | | P |
| Athletic fields | P | | P |
| Auction sales (non-vehicle) | P | | P |
| Auto body repair, garages (see section 144-5.11) | P | | P |
| Auto glass repair/tinting (see section 144-5.11) | P | | P |
| Auto interior shop/upholstery (see section 144-5.11) | P | | P |
| Auto leasing | P | | P |
| Auto muffler shop (see section 144-5.11) | P | | P |
| Auto or trailer sales rooms or yards (see section 144-5.12) | P | | P |
| Auto or truck sales rooms or yards—Primarily new (see section 144-5.12) | P | | P |
| Auto paint shop | P | | P |
| Auto repair as an accessory use to retail sales | P | | P |
| Auto repair garage (general) (see section 144-5.11) | P | | P |
| Auto supply store for new and factory rebuilt parts | P | | P |
| Auto tire repair/sales (indoor) | P | | P |
| Auto wrecking yards | | | |
| Automobile driving school (including defensive driving) | P | | P |
| Bakery (retail) | P | | P |
| Bank, savings and loan, or credit union | P | | P |
| Bar/tavern (no outdoor music) | P | | P |
| Bar/tavern | P | | P |
| Barber/beauty college (barber or cosmetology school or college) | P | | P |
| Barns and farm equipment storage (related to agricultural uses) | P | P | P |
| Battery charging station | P | | P |

| Land Use | Existing | Existing | Proposed |
|--|----------|----------|----------|
| | C-3 | APD | C-1B |
| Bed and breakfast inn (see section 144-5.6) | P | | P |
| Bicycle sales and/or repair | P | | P |
| Billiard/pool facility | P | | P |
| Bingo facility | P | | P |
| Bio-medical facilities | P | | P |
| Blacksmith or wagon shops | | | |
| Blooming or rolling mills | | | |
| Boarding house/lodging house | P | | |
| Book binding | P | | P |
| Book store | P | | P |
| Bottling or distribution plants (milk) | P | | |
| Bottling works | P | | |
| Bowling alley/center (see section 144-5.13) | P | | P |
| Breweries/distilleries and manufacture of alcohol and alcoholic beverages | | | |
| Broadcast station (with tower) (see section 144-5.7) | P | | P |
| Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27) | | | |
| Bus barns or lots | P | | P |
| Bus passenger stations | P | | P |
| Cabin or cottage (rental) | | | |
| Cabin or cottage (rental for more than 30 days) | | | |
| Cafeteria/cafe/delicatessen | P | | P |
| Campers' supplies | P | | P |
| Campgrounds | | | |
| Canning/preserving factories | | | |
| Car wash (self-service; automated) | P | | P |
| Car wash, full service (detail shop) | P | | P |
| Carpenter, cabinet, or pattern shops | | | P |
| Carpet cleaning establishments | P | | P |
| Caterer | P | | P |
| Cement, lime, gypsum or plaster of Paris manufacture | | | |
| Cemetery and/or mausoleum | P | P | P |
| Check cashing service | P | | P |
| Chemical laboratories (e.g., ammonia, bleaching powder) | | | |
| Chemical laboratories (not producing noxious fumes or odors) | P | | |
| Child day care/children's nursery (business) | P | | P |
| Church/place of religious assembly | P | P | P |
| Cider mills | | | |
| Civic/conference center and facilities | P | | P |
| Cleaning, pressing and dyeing (non-explosive fluids used) | P | | P |
| Clinic (dental) | P | | P |
| Clinic (emergency care) | P | | P |
| Clinic (medical) | P | | P |
| Club (private) | P | | P |
| Coffee shop | P | | P |
| Cold storage plant | | | |
| Commercial amusement concessions and facilities | P | | P |
| Communication equipment—Installation and/or repair | P | | P |

| Land Use | Existing | Existing | Proposed |
|--|----------|----------|----------|
| | C-3 | APD | C-1B |
| Community building (associated with residential uses) | P | | |
| Community home (see definition) | P | P | P |
| Computer and electronic sales | P | | P |
| Computer repair | P | | P |
| Concrete or asphalt mixing plants—Permanent | | | |
| Concrete or asphalt mixing plants—Temporary | | | |
| Confectionery store (retail) | P | | P |
| Consignment shop | P | | P |
| Contractor's office/sales, with outside storage including vehicles | P | | |
| Contractor's temporary on-site construction office | P | P | P |
| Convenience store with gas sales | P | | P |
| Convenience store without gas sales | P | | P |
| Cotton ginning or baling works | | | |
| Country club (private) | P | P | P |
| Credit agency | P | | P |
| Crematorium | | | |
| Curio shops | P | | P |
| Custom work shops | P | | P |
| Dance hall/dancing facility (see section 144-5.13) | P | | P |
| Day camp | P | | P |
| Department store | P | | P |
| Distillation of bones | | | |
| Dormitory (in which individual rooms are for rental) | | | |
| Drapery shop/blind shop | P | | P |
| Driving range | | | P |
| Drug store/pharmacy | P | | P |
| Duplex/two-family/duplex condominiums | P | | |
| Electrical generating plant | | | |
| Electrical repair shop | P | | P |
| Electrical substation | P | | P |
| Electronic assembly/high tech manufacturing | | | |
| Electroplating works | | | |
| Enameling works | | | |
| Engine repair/motor manufacturing re-manufacturing and/or repair | | | |
| Explosives manufacture or storage | | | |
| Exterminator service | P | | P |
| Fairground | | | |
| Family home adult care | P | P | |
| Family home child care | P | P | |
| Farmers market (produce market—wholesale) | P | P | P |
| Farms, general (crops) (see chapter 6 and section 144-5.9) | P | P | P |
| Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9) | P | P | P |
| Feed and grain store | P | | P |
| Fertilizer manufacture and storage | | | |
| Filling station (gasoline tanks must be below the ground) | P | | P |
| Florist | P | | P |
| Flour mills, feed mills, and grain processing | | P | |

| Land Use | Existing | Existing | Proposed |
|---|----------|----------|----------|
| | C-3 | APD | C-1B |
| Food or grocery store with gasoline sales | P | | P |
| Food or grocery store without gasoline sales | P | | P |
| Food processing (no outside public consumption) | | | |
| Forge (hand) | | | |
| Forge (power) | | | |
| Fraternal organization/civic club (private club) | P | | P |
| Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building) | | | |
| Freight terminal, truck (all storage of freight in an enclosed building) | P | | |
| Frozen food storage for individual or family use | P | | P |
| Funeral home/mortuary | P | | P |
| Furniture manufacture | P | | |
| Furniture sales (indoor) | P | | P |
| Galvanizing works | | | |
| Garbage, offal or dead animal reduction or dumping | | | |
| Garden shops and greenhouses | P | | P |
| Gas manufacture | | | |
| Gas or oil wells | | | |
| Golf course (public or private) | P | P | P |
| Golf course (miniature) | P | | P |
| Government building or use with no outside storage (outside storage allowed in M-2 and M-2A) | P | P | P |
| Grain elevator | | P | |
| Greenhouse (commercial) | P | | P |
| Handicraft shop | P | | P |
| Hardware store | P | | P |
| Hay, grain, and/or feed sales (wholesale) | | P | |
| Health club (physical fitness; indoors only) | P | | P |
| Heating and air-conditioning sales/services | P | | |
| Heavy load (farm) vehicle sales/repair (see section 144-5.14) | P | | P |
| Heavy manufacturing | | | |
| Heliport | | | |
| Hides/skins (tanning) | | | |
| Home occupation (see section 144-5.5) | P | P | |
| Home repair and yard equipment retail and rental outlets | P | | P |
| Hospice | P | | P |
| Hospital, general (acute care/chronic care) | P | | P |
| Hospital, rehabilitation | P | | P |
| Hotel/motel | P | | P |
| Hotels/motels—Extended stay (residence hotels) | P | | P |
| Ice delivery stations (for storage and sale of ice at retail only) | P | | P |
| Ice plants | | | |
| Indoor or covered sports facility | | | |
| Industrial laundries | | | |
| Iron and steel manufacture | | | |
| Junkyards, including storage, sorting, baling or processing of rags | | | |
| Kiosk (providing a retail service) | P | | P |
| Laboratory equipment manufacturing | | | |

| Land Use | Existing | Existing | Proposed |
|--|----------|----------|----------|
| | C-3 | APD | C-1B |
| Laundromat and laundry pickup stations | P | | P |
| Laundry, commercial (without self-serve) | P | | P |
| Laundry/dry cleaning (drop off/pick up) | P | | P |
| Laundry/washateria (self-serve) | P | | P |
| Lawnmower sales and/or repair | P | | P |
| Leather products manufacturing | | | |
| Light manufacturing | | | |
| Limousine/taxi service | P | | P |
| Livestock sales/auction | | P | |
| Locksmith | P | | P |
| Lumber mill | | | |
| Lumberyard (see section 144-5.15) | P | | |
| Lumberyard or building material sales (see section 144-5.15) | P | | |
| Machine shop | | | |
| Maintenance/janitorial service | P | | P |
| Major appliance sales (indoor) | P | | P |
| Manufacture of carbon batteries | | | |
| Manufacture of paint, lacquer, oil, turpentine, varnish, enamel, etc. | | | |
| Manufacture of rubber, glucose, or dextrin | | | |
| Manufactured home—HUD Code compliant (see Texas Occupations Code ch. 1201) | | | |
| Manufactured home park—HUD Code compliant (see Texas Occupations Code ch. 1201) | | | |
| Manufactured home subdivision—HUD Code compliant (see Texas Occupations Code ch. 1201) | | | |
| Manufactured home sales | | | |
| Manufacturing and processes | | | |
| Manufacturing processes not listed | | | |
| Market (public, flea) | P | | |
| Martial arts school | P | | P |
| Meat or fish packing/storage plants | | | |
| Medical supplies and equipment | P | | P |
| Metal fabrication shop | P | | |
| Micro brewery (onsite mfg. and/or sales) | P | | P |
| Micro distillery (onsite mfg. and/or sales) | P | | P |
| Mini-warehouse/self-storage units (no boat and RV storage permitted) | P | | P |
| Mini-warehouse/self-storage units with outside boat and RV storage | P | | P |
| Monument, gravestone, or marble works (manufacture) | | | |
| Motion picture studio, commercial film | P | | P |
| Motion picture theater (indoors) | P | | P |
| Motion picture theater (outdoors, drive-in) | P | | P |
| Motorcycle dealer (primarily new/repair) | P | | P |
| Moving storage company | P | | P |
| Moving, transfer, or storage plant | P | | |
| Multifamily (apartments/condominiums) | P | | |
| Museum | P | | P |
| Natural resource extraction and mining | | | |
| Needlework shop | P | | P |
| Nonbulk storage of gasoline, petroleum products and liquefied petroleum | P | | |
| Nursing/convalescent home/sanitarium | P | | P |

| Land Use | Existing | Existing | Proposed |
|--|----------|----------|----------|
| | C-3 | APD | C-1B |
| Offices, brokerage services | P | | P |
| Offices, business or professional | P | | P |
| Offices, computer programming and data processing | P | | P |
| Offices, consulting | P | | P |
| Offices, engineering, architecture, surveying or similar | P | | P |
| Offices, health services | P | | P |
| Offices, insurance agency | P | | P |
| Offices, legal services, including court reporting | P | | P |
| Offices, medical offices | P | | P |
| Offices, real estate | P | | P |
| Offices, security/commodity brokers, dealers, exchanges and financial services | P | | P |
| Oil compounding and barreling plants | | | |
| One-family dwelling, detached | P | P | |
| Outside storage (as primary use) | | | |
| Paint manufacturing | | | |
| Paper or pulp manufacture | | | |
| Park and/or playground (private and public) | P | P | P |
| Parking lots (for passenger car only) (not as incidental to the main use) | P | | P |
| Parking structure/public garage | P | | P |
| Pawn shop | P | | P |
| Personal services | P | | P |
| Personal watercraft sales (primarily new/repair) | P | | P |
| Pet shop/supplies (less than 10,000 sq. ft.) | P | | P |
| Pet store (over 10,000 sq. ft.) | P | | P |
| Petroleum or its products (refining of) | | | |
| Photo engraving plant | P | | |
| Photographic printing/duplicating/copy shop or printing shop | P | | P |
| Photographic studio (no sale of cameras or supplies) | P | | P |
| Photographic supply | P | | P |
| Plant nursery (no retail sales on site) | P | P | P |
| Plant nursery (retail sales/outdoor storage) | P | | P |
| Plastic products molding/reshaping | | | |
| Plumbing shop | P | | P |
| Portable building sales | P | | P |
| Poultry killing or dressing for commercial purposes | | | |
| Propane sales (retail) | P | | |
| Public recreation/services building for public park/playground areas | P | | P |
| Publishing/printing company (e.g., newspaper) | P | | P |
| Quick lube/oil change/minor inspection | P | | P |
| Radio/television shop, electronics, computer repair | P | | P |
| Railroad roundhouses or shops | | | |
| Rappelling facilities | | | |
| Recreation buildings (private) | P | | P |
| Recreation buildings (public) | P | P | P |
| Recycling kiosk | P | | P |
| Refreshment/beverage stand | P | | P |
| Rental or occupancy for less than one month (see section 144-5.17) | P | | |

| Land Use | Existing | Existing | Proposed |
|---|----------|----------|----------|
| | C-3 | APD | C-1B |
| Research lab (non-hazardous) | P | | P |
| Residential use in buildings with non-residential uses permitted in the district | P | | |
| Restaurant/prepared food sales | P | | P |
| Restaurant with drive-through service | P | | P |
| Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less) | P | | P |
| Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less) | P | | P |
| Retail store and shopping center (more than 50,000 sq. ft. bldg.) | P | | P |
| Retirement home/home for the aged | P | | P |
| Rock crushers and rock quarries | | | |
| Rodeo grounds | | P | |
| RV park | P | | P |
| RV/travel trailer sales | P | | P |
| Sand/gravel sales (storage or sales) | | | |
| School, K-12 public or private | P | P | P |
| School, vocational (business/commercial trade) | P | | P |
| Security monitoring company (no outside storage or installation) | P | | P |
| Security systems installation company | P | | P |
| Sexually oriented business (see chapter 18) | | | |
| Sheet metal shop | | | |
| Shoe repair shops | P | | P |
| Shooting gallery—Indoor (see section 144-5.13) | | | P |
| Shooting range—Outdoor (see section 144-5.13) | | | |
| Shopping center | | | P |
| Sign manufacturing/painting plant | P | | P |
| Single-family industrialized home (see section 144-5.8) | P | P | |
| Smelting of tin, copper, zinc or iron ores | | | |
| Specialty shops in support of project guests and tourists | | | P |
| Stables (as a business) (see chapter 6) | | P | |
| Stables (private, accessory use) (see chapter 6) | | P | |
| Steel furnaces | | | |
| Stockyards or slaughtering | | | |
| Stone/clay/glass manufacturing | | | |
| Storage—Exterior storage for boats and recreational vehicles | P | | P |
| Storage in bulk | P | | |
| Structural iron or pipe works | | | |
| Studio for radio or television, without tower (see zoning district for tower authorization) | P | | P |
| Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.) | P | | P |
| Sugar refineries | | | |
| Tailor shop (see home occupation) | P | | P |
| Tar distillation or manufacture | | | |
| Tattoo or body piercing studio | P | | P |
| Taxidermist | P | | P |
| Telecommunications towers/antennas (see section 144-5.7) | | | |
| Telemarketing agency | P | | P |
| Telephone exchange buildings (office only) | P | | P |
| Tennis court (commercial) | P | | P |
| Theater (non-motion picture; live drama) | P | | P |

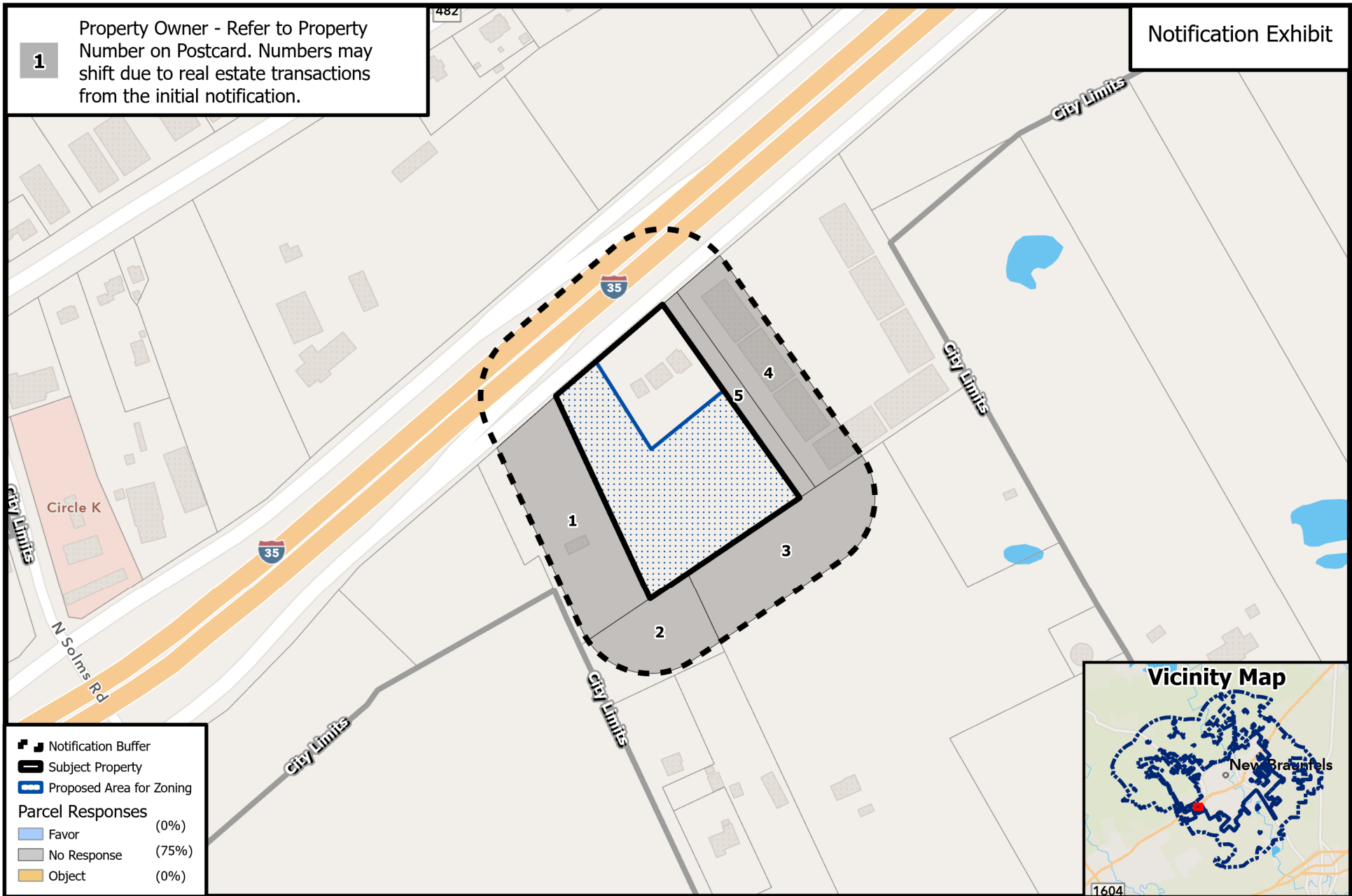
| Land Use | Existing | Existing | Proposed |
|--|----------|----------|----------|
| | C-3 | APD | C-1B |
| Tire sales (outdoors) | P | | P |
| Tool rental | P | | P |
| Townhouse (attached) | | | |
| Transfer station (refuse/pick-up) | P | | |
| Travel agency | P | | P |
| Truck or transit terminal | | | |
| Truck stop | | | |
| Tuber entrance and takeout facilities (see section 144-5.13) | | | |
| University or college (public or private) | P | | P |
| Upholstery shop (non-auto) | P | | P |
| Used or second hand merchandise/furniture store | P | | P |
| Vacuum cleaner sales and repair | P | | P |
| Vehicle storage facility | | | P |
| Veterinary hospital (no outside animal runs or kennels) | P | | P |
| Veterinary hospital (with outdoor animal runs or kennels that may not be used between the hours of 9:00 p.m. and 7:00 a.m.) | P | | |
| Video rental/sales | P | | P |
| Warehouse/office and storage/distribution center | P | | |
| Waterfront amusement facilities—Berthing facilities sales and rentals | P | | |
| Waterfront amusement facilities—Boat fuel storage/dispensing facilities | P | | |
| Waterfront amusement facilities—Boat landing piers/launching ramps | P | | |
| Waterfront amusement facilities—Swimming/wading pools/bathhouses | P | | P |
| Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system | P | P | P |
| Welding shop | P | | |
| Wholesale sales offices and sample rooms | P | | P |
| Wire or rod mills | | | |
| Wood distillation plants (charcoal, tar, turpentine, etc.) | | | |
| Woodworking shop (ornamental) | P | | P |
| Wool scouring | | | |
| Zero lot line/patio homes | | | |
| | | | |



4001 IH 35 S



4001 IH 35 S—Frontage



PLANNING COMMISSION – June 3, 2025 – 6:00PM

City Hall Council Chambers

Applicant: Killen, Griffin & Farrimond, PLLC

Address/Location: 4001 IH 35 S

PZ25-0139

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. SH LEASE COMPANY LLC | 4. TILLAR NEW BRAUNFELS PARTNERS LP |
| 2. BASS JERRY D & LAURALEE L | 5. NEW BRAUNFELS UTILITIES |
| 3. COMAL COUNTY SHERIFFS POSSE | |

SEE MAP

Draft Minutes for the June 3, 2025, Planning Commission Regular Meeting

C) PZ25-0139 Public hearing and recommendation to City Council to rezone approximately 5 acres out of the John Thompson Survey 21, Abstract 608, from C-3 (Commercial District) and APD (Agricultural/Pre-Development District) to C-1B (General Business District), currently addressed at 4001 IH 35 S. (Applicant: Killen, Griffin & Farrimond, PLLC; Owner: Juan Wiebe; Case Manager: Amanda Mushinski, Planner, AICP, CNU-A)

Amanda Mushinski presented the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

No one spoke.

Chair Sonier invited the applicant to speak on the item.

James Griffon elaborated on the intent of the request, surrounding land use, the existing and proposed zoning districts, and a conceptual site plan.

Discussion followed on the intended use of the property.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

Mike Bachofer asked questions regarding an existing access easement adjacent to the subject property.

Brief discussion followed regarding easements, and platting and zoning procedures.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further questions or a motion.

Motion by Commissioner Allsup, seconded by Commissioner Rudy, to recommend approval of the item to City Council. Motion carried unanimously (7-0-0).

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 5 ACRES, BEING OUT OF THE JOHN THOMPSON SURVEY 21, ABSTRACT 608, CURRENTLY ADDRESSED AT 4001 IH 35 S, FROM C-3 (COMMERCIAL DISTRICT) AND APD (AGRICULTURAL/PRE-DEVELOPMENT DISTRICT) TO C-1B (GENERAL BUSINESS DISTRICT); 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 the C-1B (General Business District), the City Council has given due consideration to all components of said district; and

WHEREAS, the rezoning is in compliance with the Future Land Use Plan; and

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

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan;

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan;

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 5 acres being out of the John Thompson Survey 21, Abstract 608, currently addressed at 4001 IH 35 S from C-3 (Commercial District) and APD (Agricultural/Pre-Development District) to C-1B (General Business District); and

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 rezoning the following tract of land from C-3 (Commercial District) and APD (Agricultural/Pre-Development District) to C-1B (General Business District):

Approximately 5 acres, being out of the John Thompson Survey 21, Abstract 608, as delineated on Exhibit "A" and described in Exhibit "B", attached.

SECTION 2

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

SECTION 3

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 4

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 23rd day of June 2025.

PASSED AND APPROVED: Second reading this 14th day of July 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

EXHIBIT "A"

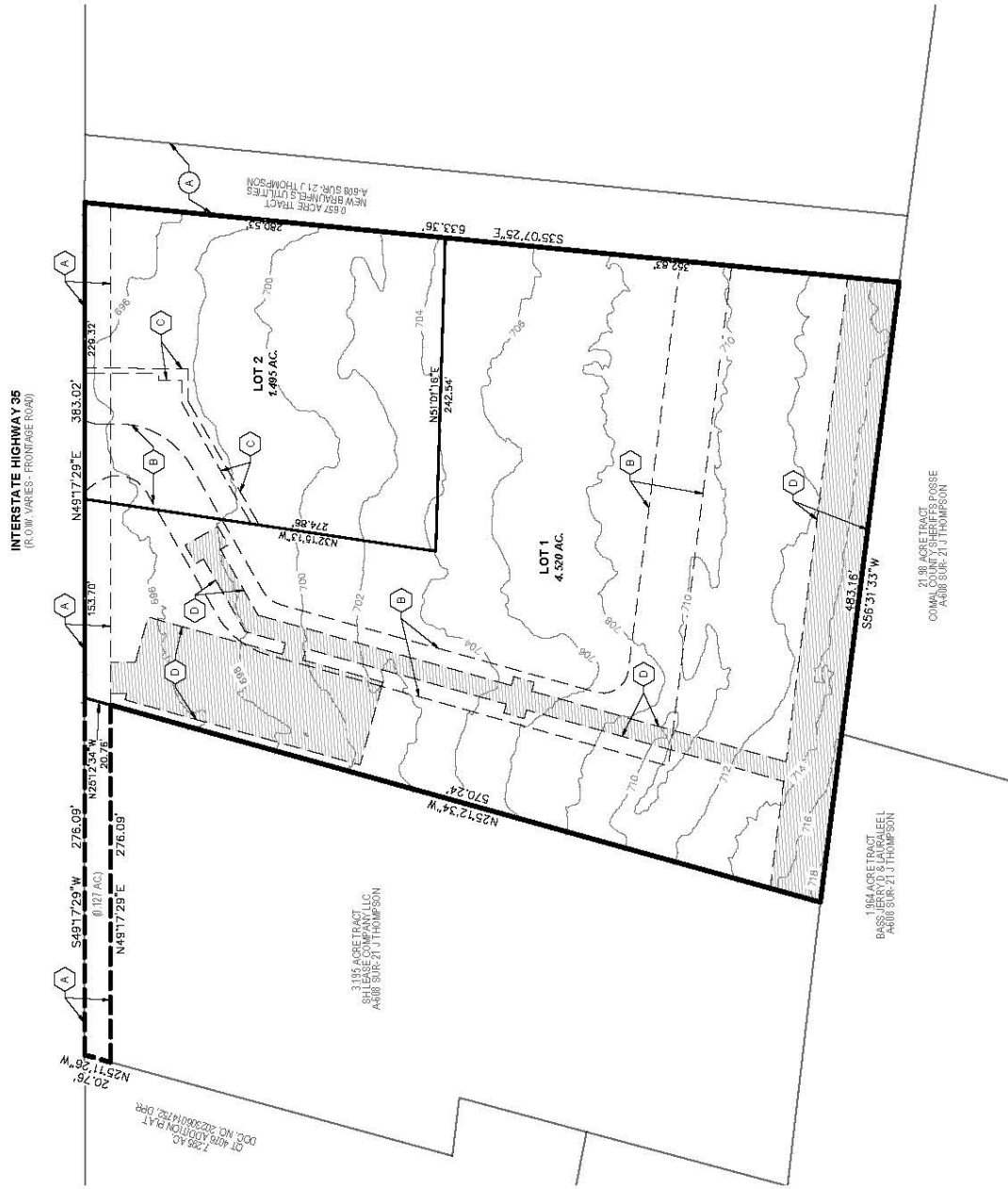


EXHIBIT "B"

PROPERTY DESCRIPTION:

Being 4.52 acres of land out of the John Thompson Survey No. 21, Abstract No. 608, Comal County, Texas and also being a portion of that certain 6.02 acre tract described in Document No. 200406025607 of the Official Public Records of Comal County, Texas; Said 4.52 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in December, 2024:

BEGINNING at a 1/2 inch iron rod found in the southeast line of Interstate Highway No. 35 for the north corner of that certain 2.909 acre tract described in Document No. 201206020034 of said Official Public Records, the west corner of said 6.02 acre tract and the west corner hereof;

THENCE North 49°17'29" East a distance of 153.70 feet along the southeast line of Interstate Highway No 35 and the northwest line of said 6.02 acre tract to a 1/2 inch iron rod set for the north corner hereof;

THENCE over and across said 6.02 acre tract, the following 2 courses:

1. South 32°15'13" East a distance of 274.86 feet to a 1/2 inch iron rod set for an interior corner hereof;
2. North 51°01'16" East a distance of 242.54 feet to a 1/2 inch iron rod set in the southwest line of that certain 0.657 acre tract described in Volume 579, Page 735 of the Deed Records of Comal County, Texas and the northeast line of said 6.02 acre tract for a north corner hereof;

THENCE along the common lines of said 6.02 acre tract, the following 3 courses:

1. South 35°07'25" East a distance of 352.83 feet along the southwest line of said 0.657 acre tract to a 1/2 inch iron rod found in the northwest line of that certain 47.35 acre tract described in Volume 213, Page 01 of said Deed Records for the south corner of said 0.657 acre tract and the east corner hereof;
2. South 56°31'33" West a distance of 483.16 feet along the northwest lines of said 47.35 acre tract and that certain 1.964 acre tract described in Document No. 200606054338 of said Official

Public Records to a 1/2 inch iron rod found for the east corner of said 2.909 acre tract and the south corner hereof;

3. North 25°12'34" West a distance of 591.00 feet along the northeast line of said 2.909 acre tract to the POINT OF BEGINNING containing 4.52 acres more or less, and as shown on certified plat herewith.

NOTE : The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational purposes and does not override item 2 of Schedule B hereof

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/03/2025 11:19:45 AM
TAMMY 4 Pages(s)
202506000213



Bobbie Koepp

7/14/2025

Agenda Item No. N)

PRESENTER:

Christopher J. Looney, AICP, Planning and Development Services Director

SUBJECT:

Approval of the second and final reading of an ordinance regarding proposed amendments to the City's Code of Ordinances: Chapter 144, regarding sidewalk requirements.

DEPARTMENT: Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

Case Number: ORD25-145

Staff Contact:

Mary Lovell, AICP, CNU-A, Sr. Planner
(830) 221-4051 | mlovell@newbraunfels.gov

The City Council held a public hearing on June 23, 2025 and unanimously approved the first reading of the draft ordinance (7-0-0).

Initiatives and goals of the City demonstrate that a complete sidewalk network is critical to a healthy and vibrant community. Envision New Braunfels, the Strategic Plan, and the Land Use Fiscal Analysis support the development of a complete and connected sidewalk network citywide, enhancing safety, accessibility, and walkability for all residents.

Pursuant to the Comprehensive Plan, the City continuously reviews the current standards, practices, and procedures for the development and sustainability of the community. The requirement to install sidewalks along public roadways is only outlined in Chapter 118, Subdivision Platting, solely as a component of the subdivision platting process. Hence, only if a property needs to be platted is the sidewalk requirement presently triggered. It is reasonable and appropriate for sidewalks to be installed at the time of development and redevelopment of a property, regardless of the platting circumstances.

ISSUE:

It is recognized that there is an opportunity to more effectively facilitate completion of the sidewalk network through installation at the time of building permitting for properties where the platting circumstances may not mandate the requirement. Amendments and additions to Chapter 144 are recommended to achieve safe pedestrian walkways by requiring sidewalks at the time of building permitting, in addition to the present requirement at the platting stage.

COMPREHENSIVE PLAN REFERENCE:

The proposed ordinance amendment would be consistent with the following actions from Envision New Braunfels:

- **Action 1.12:** Collaborate with internal and external partners and stakeholders to identify and connect sidewalk and bicycle lanes to trails to improve access and connectivity to key hubs and desirable destinations.
- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.19:** Improve walkability across town to attract younger generations seeking pedestrian connections.
- **Action 7.1:** Implement a sidewalk improvement program to install and replace sidewalks or walking trails where they do not exist or have gaps, particularly near and to/from schools.
- **Action 7.4:** Strengthen sidewalk requirements in the City's codes.
- **Action 7.5:** Continue development of sidewalks and trails to increase interconnectivity by five percent each year to support the reduction of carbon footprint.
- **Action 7.7:** Ensure that local development codes that require sidewalks, trails, lanes, or paths include healthy living, safety, and vehicular congestion relief as an intent.
- **Action 7.8:** Enhance pedestrian quality of the City by limiting the realm of the automobile.

STRATEGIC PLAN REFERENCE:

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

- Identify and establish planning, capital, and operating funding to support and maintain a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.
- Develop a sidewalk inventory and process to assess pedestrian connectivity and Americans with Disabilities Act (ADA) accessibility and establish priorities for funding, constructing, and maintaining pedestrian improvements.
- Inform residents and visitors of transportation options on the City's website and social media platforms, including transit services, sidewalks, trails, and bikeways.
- Increase bikeway, trail, and sidewalk miles and increase walk and bike scores.

FISCAL IMPACT:

The following fiscal goal, as discussed in the Land Use Fiscal Analysis (LUFA), is supported by the proposed amendment:

- The proposed amendment supports the LUFA's goal of ensuring development helps close, not increase, resource gaps, such as sidewalks, and will further strengthen the City's long-term fiscal health.

RECOMMENDATION:

Staff recommends approval of an ordinance amendment adding Section 144-5.31 within Article V. Development Standards, Chapter 144, Zoning Ordinance. This would be in addition to existing language in Chapter 118, Subdivision Platting Ordinance.

The Planning Commission held a public hearing on June 3, 2025, and recommended approval (6-1-0).

RESOURCE LINKS:

Chapter 118-49 - Sidewalks:

https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?nodeId=PTIICOOR_CH118SUPL_ARTIVDEST_S118-49SI

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING THE NEW BRAUNFELS CODE OF ORDINANCES, CHAPTER 144 ZONING, ADDING SECTION 144-5.31 WITHIN ARTICLE V, DEVELOPMENT STANDARDS, REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; CONTAINING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 211 of the Texas Local Government Code empowers a city to enact zoning regulations and provide for their administration, enforcement and amendment; and

WHEREAS, the City Council of the City of New Braunfels, Texas, deems it necessary and desirable to establish zoning regulations to provide for the orderly development of property within the City by governing the use of land in order to promote the public health, safety, morals, and general welfare of the residents of the City; and

WHEREAS, the Comprehensive Plan, Envision New Braunfels, has multiple action items supporting updates that improve regulations, including Action 1.12: Collaborate with internal and external partners and stakeholders to identify and connect sidewalk and bicycle lanes to trails to improve access and connectivity to key hubs and desirable destinations; Action 1.3: Encourage balanced and fiscally responsible land use patterns; Action Item 3.19: Improve walkability across town to attract younger generations seeking pedestrian connections; Action 7.1: Implement a sidewalk improvement program to install and replace sidewalks or walking trails where they do not exist or have gaps, particularly near and to/from schools; Action 7.4: Strengthen sidewalk requirements in the City's codes; Action 7.5: Continue development of sidewalks and trails to increase interconnectivity by five percent each year to support the reduction of carbon footprint; Action 7.7: Ensure that local development codes that require sidewalks, trails, lanes, or paths include healthy living, safety, and vehicular congestion relief as an intent; Action 7.8: Enhance pedestrian quality of the City by limiting the realm of the automobile, and

WHEREAS, the City of New Braunfels Strategic Plan has multiple objectives in the Enhanced Connectivity section supporting updates that improve regulations, including, Identify and establish planning, capital, and operating funding to support and

maintain a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists, and freight vehicles; Develop a sidewalk inventory and process to assess pedestrian connectivity and Americans with Disabilities Act (ADA) accessibility and establish priorities for funding, constructing, and maintaining pedestrian improvements; Inform residents and visitors of transportation options on the City's website and social media platforms, including transit services, sidewalks, trails, and bikeways; Increase bikeway, trail, and sidewalk miles and increase walk and bike scores, and

WHEREAS, the City Council has directed that regulations regarding the development of land be reviewed by the Planning Commission to make recommendations concerning improving those regulations; and

WHEREAS, the Planning Commission held a public hearing on June 3, 2025, and recommended approval of the proposed amendments; and

WHEREAS, the City Council held a public hearing on said amendments on June 23, 2025; and

WHEREAS, the City Council hereby finds and determines that regularly updating the code is in the best interest of the citizens of New Braunfels.

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

SECTION 1

THAT Chapter 144, Zoning, Article V, Development Standards, is hereby amended with the additions as follows:

Sec. 144-5.31. Sidewalks

(a) Requirement of installation. Sidewalks shall be installed on the development side of all streets and shall be constructed in accordance with city standards and specifications with the permitting of any new structure(s) on a property, excluding accessory structures. A Certificate of Occupancy shall not be issued until all required sidewalks are installed.

(b) Minimum width.

(1) Along a local street: Four feet.

(2) Along a collector, arterial, parkway, expressway, or interstate: Six feet

(c) Requests for alternate pedestrian access plans, variances, waivers or exceptions shall follow the procedures outlined in § 118-49.

SECTION 2

THAT 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 3

THAT 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 4

THAT all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

SECTION 5

THAT in accordance with the provisions of the City Charter, this Ordinance may be read and published by descriptive caption only. This Ordinance has been publicly available in the office of the City Secretary prior to its adoption.

SECTION 6

THAT 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 23rd day of June 2025.

PASSED AND APPROVED: Second reading this 14th day of July 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

7/14/2025

Agenda Item No. O)

PRESENTER:

Christopher J. Looney, AICP, Planning and Development Services Director

SUBJECT:

Approval of the second and final reading of an ordinance amending the New Braunfels Code of Ordinances, Appendix D, Fee Schedule, by adding an Extraterritorial Jurisdiction (ETJ) Release Petition filing fee.

DEPARTMENT: Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** Outside City Limits**BACKGROUND INFORMATION:****Staff Contact:**

Matt Greene, Principal Planner

(830) 221-4053 | mgreene@newbraunfels.gov

City Council unanimously approved (7-0) the first reading of this proposed ordinance on June 23, 2025.

Chapter 42 of the Texas Local Government Code (LGC) establishes and outlines the rules for Extraterritorial Jurisdiction (ETJ). ETJ is that territory extending into the unincorporated area beyond the city limits where certain limited city standards can be applied (mainly subdivision platting rules). The ETJ is the unincorporated area a city could annex, therefore city rules are allowed to be extended to better prepare the area so that if annexed, development is not haphazard or disjointed. The stated policy in LGC 42.001 is “to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the municipalities.”

In May of 2023, the Texas Legislature passed, and the Governor enacted Senate Bill No. 2038 (see SB 2038 in the Resource Links), allowing property owners to more easily remove their property from a municipality’s ETJ. The State statute also includes the procedures required for submitting and processing a petition for release from the ETJ. Upon receipt of a complete petition, the State statute requires the municipality to immediately release the area from the municipality’s ETJ.

Since enactment of the State statute, the City of New Braunfels has processed and approved 67 petitions, releasing approximately 7,200 acres from its ETJ as of June 25, 2025 (see webpage link to City of New Braunfels live ETJ Release Dashboard in the Resource Links).

ISSUE:

Development Fees, such as plan reviews, rezonings, zoning verification letters, and plat applications, just to name a few, are intended to cover the cost of the employee time spent so the taxpayers are not burdened with the cost to process these developer applications, some of which, including the one addressed in this agenda item, are for properties outside of the city limits.

Based on the amount of time spent by various city employees, staff estimates the current average cost to process an ETJ Release Petition to be equal to \$200. This is also the same fee charged for processing

comparable New Braunfels development applications. For this specific application, it requires a minimum of approximately 2.5 hours for an Assistant Planner and approximately 45 minutes for the GIS Manager and GIS Technician, to process the submittal, validate the application, review the request, update maps, issue the approval letter, notify the respective county, and close out the application. For applications submitted involving more complex property boundaries and legal descriptions, it can take added staff time to complete the process and often will require additional review by an Assistant City Attorney and the Principal Planner.

Staff researched and examined other Texas cities' petition application fees for comparison. The results are as follows:

- Fort Worth.....\$450
- Weatherford.....\$500
- Buda.....\$800 plus GIS/technology fee
- Fredericksburg.....\$1,000

The following cities currently do not charge a fee to process a petition to release from the ETJ: Allen, Austin, Bryan, Boerne, Cedar Park, College Station, Conroe, Denton, Georgetown, Grand Prairie, Katy, Kyle, League City, Lewisville, McKinney, Pearland, Pflugerville, Plano, Round Rock, San Marcos, Schertz, Seguin, Sugar Land, Temple and Waco. (Please note, some of the metroplex cities listed above may not have ETJ.)

STRATEGIC PLAN REFERENCE:

☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity

☒Organizational Excellence ☐Community Well-Being ☐N/A

- Objective: Considering statutory and market-based factors, continue to diversify revenue streams to support long-term fiscal sustainability of the organization.

FISCAL IMPACT:

The proposed development fee will cover the cost of staff time to process ETJ Release Petitions and relieve city taxpayers from the burden of cost for applications pertaining to the ETJ where such residents/property owners do not pay city taxes.

RECOMMENDATION:

Staff recommends approval of the amendment adopting a fee for filing Extraterritorial Jurisdiction Release Petitions as a cost recovery measure in accordance with state statute.

Resource Links:

- Chapter 42 of the Texas Local Government Code:
<<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.42.htm>>
- Senate Bill 2038:
<<https://capitol.texas.gov/tlodocs/88R/billtext/html/SB02038F.htm>>
- New Braunfels Planning Reference Map:
[Planning Reference Map](https://newbraunfels.maps.arcgis.com/apps/webappviewer/index.html?id=65adb598a5be4171a5bbc1407a9bd30f) <<https://newbraunfels.maps.arcgis.com/apps/webappviewer/index.html?id=65adb598a5be4171a5bbc1407a9bd30f>>
- City of New Braunfels ETJ Release Dashboard Website:
<<https://newbraunfels.maps.arcgis.com/apps/dashboards/28dc5fd2071b453faecc2eb96f69944c>>

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS AMENDING APPENDIX D, FEE SCHEDULE, OF THE CITY'S CODE OF ORDINANCES BY ADDING AN EXTRATERRITORIAL JURISDICTION (ETJ) RELEASE PETITION FILING FEE; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Chapter 42 of the Texas Local Government Code (LGC) establishes and outlines the rules for Extraterritorial Jurisdiction (ETJ); and

WHEREAS, Chapter 42 of the Texas LGC, Subchapter D, establishes and outlines the rules and procedures for release of area by petition of a landowner or resident from the ETJ; and

WHEREAS, Chapter 42 of the Texas LGC, Subchapter D, Section 42.105(d), requires municipalities to immediately release property from its ETJ upon receipt of a complete petition requesting release from the ETJ in accordance with Chapter 42 of the Texas LGC, Subchapter D, Section 42.104; and

WHEREAS, the City of New Braunfels, Texas ("City") provides as part of its municipal business to the public development application processes and services pursuant to federal law, state statute and local ordinance; and

WHEREAS, the City has been processing ETJ release petitions since enactment of Senate Bill 2038 on September 1, 2023, with no associated application fee; and

WHEREAS, the City Council of the City of New Braunfels, Texas seeks to provide for reasonable administrative fees in order to recoup the cost of conducting such processes and service on the public's behalf without unduly relying on public taxes; and

WHEREAS, the City conducted a benchmark fee comparison which reflected other Texas municipalities charge for ETJ release petition filing fees, such as the one set forth below, to offset the cost of providing such development services; and

WHEREAS, New Braunfels' City Council finds that the fee set forth below is reasonable and prudent considering the municipal effort and resources that must be expended to process ETJ release petitions and provide municipal

authorizations, and that adopting a fee for ETJ release petition processing services will reduce the amount of taxpayer subsidization of development services.

WHEREAS, the City of New Braunfels Strategic Plan has an objective in the Organizational Excellence Strategic Priority supporting consideration of statutory and market-based factors that continue to diversify revenue streams to support long-term fiscal sustainability of the organization.

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

SECTION 1

THAT the foregoing recitals are incorporated into this Ordinance by reference as findings of fact are found to be true and correct and that they are hereby adopted by the City Council and made a part hereof for all purposes. The City Council hereby finds and determines that the rules, regulations, terms, conditions, provisions, and requirements are reasonable and necessary to protect the public health, safety, and quality of life.

SECTION 2

THAT the New Braunfels Code of Ordinances Appendix D, Fee Schedule, is hereby amended with additions underlined as follows:

| MISCELLANEOUS | |
|--|---|
| ***** | |
| Downtown sidewalk cafe annual license fee | Less than 250 square feet: \$250.00 250 to 500 square feet: \$500.00 Greater than 500 square feet: \$750.00 |
| <u>Extraterritorial Jurisdiction (ETJ) Release Petition Filing Fee</u> | <u>\$200.00</u> |
| Municipal Utility District (MUD) | |
| Petition Filing Fee | \$18,055.12 + the County recordation fee |
| Reimbursement Agreement | A reimbursement agreement shall be included within the development agreement in the event actual costs exceed the filing fee amount |

SECTION 3

THAT 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

THAT 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 5

THAT all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

SECTION 6

THAT in accordance with the provisions of the City Charter, this Ordinance may be read and published by descriptive caption only. This Ordinance has been publicly available in the office of the City Secretary prior to its adoption.

SECTION 7

THAT 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 23rd day of June 2025.

PASSED AND APPROVED: Second reading this 14th day of July 2025.

CITY OF NEW BRAUNFELS

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney

7/14/2025

Agenda Item No. A)

PRESENTER:

Sandy Paulos, Director of Finance

SUBJECT:

Discuss and consider approval of an ordinance authorizing the issuance of city of New Braunfels, Texas general obligation and refunding bonds in one or more series; levying an ad valorem tax in support of the bonds; approving a paying agent/registrar agreement, an official statement, a purchase agreement, and an escrow agreement as needed for the sale of bonds; establishing procedures for selling and delivery of one or more series of the bonds; and authorizing other matters relating to the bonds.

DEPARTMENT: Finance**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

The General Obligation Bond issuance is the second of the 2023 Bond Program and totals \$40,000,000. The proceeds will be utilized to support projects within Proposition A (Transportation), Proposition B (Parks & Recreation) and Proposition C (Library Facilities).

The refunding portion of the issuance will be used to refund the remaining principal on the 2014 General Obligation Bonds (GO Bonds), 2015 Certificates of Obligation (CO's), 2015 GO and Refunding Bonds, and 2016 GO and Refunding Bonds, which are all now eligible to be refunded. The amounts eligible for refunding are below:

| | |
|-----------------------------|----------------------|
| 2014 GO Bonds | \$ 820,000 |
| 2015 CO's | 1,360,000 |
| 2015 GO and Refunding Bonds | 4,790,000 |
| 2016 GO and Refunding Bonds | 15,680,000 |
| | <u>\$ 22,650,000</u> |

The refunding of these bonds will generate gross annual savings of approximately \$75,000 from FY 2027 through FY 2034. . The savings will be for the benefit of the City's Interest and Sinking (Debt Service) Fund.

Parameter Sale

A parameter sale is recommended for this bond issuance due to interest rate volatility. The City Council has previously approved parameter sales for the City. The parameter sale method sets minimum parameters of the general obligation and refunding bonds and designates the City Manager and Director of Finance as the pricing officers.

The attached ordinance establishes the proposed parameters for the GO Bonds and the 2014, 2015, and 2016 Refundings as follows:

-
1. Maximum Par to be issued: \$62,650,000
 2. Maximum Interest Rate: As defined by statute
 3. Maximum Maturity: February 1, 2045
 4. Minimum Gross Savings: 3%

If any of the parameters are not met, the designated officials would not have the ability to complete the pricing/refunding.

Refunding: Given the current rate environment, the refunding parameter may not be able to be met. Given the rate risk, the parameter sale gives the City the ability to price as soon as Friday, August 13. In the event that the refunding is not feasible, the new money component for the 2023 bond authorization (\$40 million) will still be issued. In addition, the parameter ordinance provides up to twelve months to execute the refunding at a later date, if and when it becomes cost effective and within the parameter described earlier (3% minimum savings).

ISSUE:

N/A

FISCAL IMPACT:

The proceeds for the GO and Refunding Bonds will be used to support the 2023 Bond Program and to refund the 2014 GO Bonds, 2015 CO's, 2015 GO and Refunding Bonds, and the 2016 GO and Refunding Bonds. As stated above, the refunding is projected to generate annual savings of approximately 3% at a minimum. The annual debt service payment will be included in the FY 2026 I&S rate calculation.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. 2025-__

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF NEW BRAUNFELS,
TEXAS GENERAL OBLIGATION AND REFUNDING BONDS IN ONE OR MORE
SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS;
APPROVING A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL
STATEMENT, A PURCHASE AGREEMENT, AND AN ESCROW AGREEMENT AS
NEEDED FOR THE SALE OF BONDS; ESTABLISHING PROCEDURES FOR
SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND
AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

Adopted July 14, 2025

ORDINANCE NO. 2025-__

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF NEW BRAUNFELS,
TEXAS GENERAL OBLIGATION AND REFUNDING BONDS IN ONE OR MORE
SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS;
APPROVING A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL
STATEMENT, A PURCHASE AGREEMENT, AND AN ESCROW AGREEMENT AS
NEEDED FOR THE SALE OF BONDS; ESTABLISHING PROCEDURES FOR
SELLING AND DELIVERY OF ONE OR MORE SERIES OF THE BONDS; AND
AUTHORIZING OTHER MATTERS RELATING TO THE BONDS**

| | |
|--|----------|
| THE STATE OF TEXAS | § |
| COUNTIES OF COMAL AND GUADALUPE | § |
| CITY OF NEW BRAUNFELS | § |

WHEREAS, at an election held within the City of New Braunfels, Texas (the "City") on May 6, 2023 (the "Election") the voters of the City authorized the City Council of the City to issue in one or more series the bonds set forth in proposition A, B and C, which aggregate \$140,045,000 in aggregate principal amount; and

WHEREAS, the City Council deems it to be in the best interest of the City to issue all or a portion of the \$99,330,000 in aggregate principal amount of the bonds authorized by Proposition A for constructing, acquiring, improving, extending, expanding, upgrading and/or developing streets, roads, bridges and intersections including, utility relocation, sidewalks, traffic safety and operational improvements, the purchase of any necessary land, rights-of-way, drainage and other related costs, to include Barbarosa Road/Saur Lane, Common Street, Conrads Lane, Kohlenberg Road, South Kowald Lane, Solms Road, a Citywide Streets Improvement Program, and a Citywide Intersection Improvement Program, and other real property interests necessary therefor or incidental thereto, and reserves the right to issue the remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, the City Council deems it to be in the best interest of the City to issue all or a portion of the \$12,155,000 in aggregate principal amount of the bonds authorized by Proposition B for constructing, acquiring, improving, renovating, developing and equipping, land and buildings for park and recreational purposes, parkland, scenic easement and trail acquisition, development and improvement and related infrastructure and other costs to include Mission Hill Park, and other real property interests necessary there and reserves the right to issue the remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, the City Council deems it to be in the best interest of the City to issue all or a portion of the \$28,560,000 in aggregate principal amount of the bonds authorized by Proposition C for constructing, renovating, improving, and equipping existing and/or additional City library facilities including acquisition of any necessary sites and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and other related costs to include a Southeast Library

Branch, and other real property interests necessary there reserves the right to issue any remaining authorized but unissued bonds at such time as determined by the City Council; and

WHEREAS, the City Council deems it to be in the best interest of the City for the Pricing Officer, as designated herein, to determine the amount to be used from each of the propositions described in the above recitals and the amount of remaining authorized but unissued bonds remaining from each proposition following the issuance of a series of Bond pursuant to this Ordinance, all as set for the in a Pricing Certificate; and

WHEREAS, the City has previously issued several series of obligations payable from various sources; and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to refund the Refunded Obligations, as defined in Exhibit "A" attached hereto, in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any City contribution with such savings, among other information and terms to be included in a pricing certificate to be executed by the City Manager, acting as the designated pricing officer of the City, or, in the absence of the City Manager, the Director of Finance, all in accordance with the provisions of Chapters 1207 and 1371, of the Texas Government Code; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with a paying agent for the Refunded Obligations or with a trust company or commercial bank that does not act as depository for the City with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 25 years of the date of the bonds hereinafter authorized: and

WHEREAS, the Bonds (hereinafter defined) authorized by this Ordinance are being issued and delivered pursuant to the City Charter and to Chapters 1207, 1251, 1331 and 1371, Texas Government Code, as amended, and other applicable laws; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds, each to be designated the "**CITY OF NEW BRAUNFELS, TEXAS GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2025**" unless such other similar designation shall be deemed more appropriate for a series of Bonds as determined by the Pricing Officer and described in the Pricing Certificate, including whether a series of Bonds shall be issued as Tax Exempt Bonds or Taxable Bonds and whether a series of Bonds shall be issued as (i) new money Bonds, (ii) refunding Bonds, or (iii) a combination of new money Bonds and refunding Bonds, in one or more Series are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapters 1207, 1331 and 1371, Texas Government Code, as amended, and the Charter of the City. The Bonds shall be issued in an aggregate principal amount not to exceed \$62,650,000 (\$40,000,000 for any projects funded with new debt authorized at the Election and \$22,650,000 for any bonds issued to refund the Refunded Obligations), and each series of Bonds shall be issued for one or more of the purposes of providing funds for (i) constructing, acquiring, improving, extending, expanding, upgrading and/or developing streets, roads, bridges and intersections including, utility relocation, sidewalks, traffic safety and operational improvements, the purchase of any necessary land, rights-of-way, drainage and other related costs, to include Barbarosa Road/Saur Lane, Common Street, Conrads Lane, Kohlenberg Road, South Kowald Lane, Solms Road, a Citywide Streets Improvement Program, and a Citywide Intersection Improvement Program, (ii) for constructing, acquiring, improving, renovating, developing and equipping, land and buildings for park and recreational purposes, parkland, scenic easement and trail acquisition, development and improvement and related infrastructure and other costs to include Mission Hill Park, (iii) constructing, renovating, improving, and equipping existing and/or additional City library facilities including acquisition of any necessary sites and related water, wastewater, drainage, streets, sidewalks, parking infrastructure and other related costs to include a Southeast Library Branch, (iv) refunding the Refunded Obligations and (v) paying the costs of issuing the Bonds The Pricing Officer may determine whether a particular Series of Bonds will be (a) comprised of new debt authorized at the Election, refunding bonds, or a combination of new debt and refunding bonds, (b) issued as Taxable Bonds or Tax-Exempt Bonds, and (c) whether the title and designation of a series of Bonds shall be revised to appropriately reflect the type and series of Bonds being issued, all as described in the Pricing Certificate.

Section 4. DATE, DENOMINATION, MATURITIES, NUMBERS, INTEREST AND REDEMPTION.

(a) Initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, may be issued as Taxable Bonds or Tax-Exempt Bonds, may be issued as either (i) new money Bonds, (ii) refunding Bonds, or (iii) a combination of new money Bonds and refunding Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than [February 1, 20__], serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, as all set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded as set forth in the Pricing Certificate. The authority for the Pricing Officer to execute and deliver the Pricing Certificate for the Bonds shall expire at 5:00 p.m. C.D.T. on July 14, 2026. Bonds priced on or before July 14, 2026 may be delivered to the initial purchaser after such date.

(b) As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more Series of the Bonds, determining which of the Refundable Obligations, if any, shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, whether any series of Bonds shall be issued as Taxable Bonds or Tax-Exempt Bonds, the amount of authorization to use from a respective proposition authorizing the sale of Bonds approved by the City's voters and the amount of authorized but unissued bonds remaining from a proposition following the issuance of a series of Bond pursuant hereto and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery and (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) any refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Council and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(c) To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter(s) for the Bonds as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriter(s) or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the

portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(e) Right of Redemption. The City reserves the right, at its option, to redeem the Bonds as set forth in the FORM OF BOND and the Pricing Certificate. The City, at least thirty (30) days before the date of any optional redemption, shall notify the Paying Agent/Registrar of such redemption date and of the amount and maturity of the Bonds to be redeemed.

(f) Notice of Redemption to Bondholder. The Paying Agent/Registrar shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than twenty (20) days before the date fixed for redemption, to the Bondholder at the address shown in the Register. The notice shall state among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and that the Bonds so called for redemption shall cease to bear interest after the redemption date. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(g) Effect of Redemption. Notice of redemption having been given as provided in this Section, the Bonds called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bond is presented and surrendered for payment on such date. If the Bonds thereof called for redemption are not so paid upon presentation and surrender thereof for redemption, such Bonds thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

(h) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of the premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying

Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at BOKF, NA, in Dallas, Texas or such other legally qualified entity designated by the Pricing Officer in a Pricing Certificate for a series of Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available in the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 5(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders, ordinances, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1206, Texas Government Code, as amended, and particularly Subchapter B thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds

which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new

Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. Unless a series of Bonds are sold pursuant to a private placement, the Bonds issued in exchange for the Bonds initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

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

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Underwriters one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all the Bonds for such maturity.

Section 6. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

(All blanks and any appropriate or necessary revisions, insertions, or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate, including the title or style of the bonds and purpose for each Series.)

NO. R- UNITED STATES OF AMERICA PRINCIPAL
STATE OF TEXAS AMOUNT
COMAL AND GUADALUPE COUNTIES \$ _____

CITY OF NEW BRAUNFELS, TEXAS
GENERAL OBLIGATION AND REFUNDING BOND,
SERIES _____*

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

| <u>INTEREST</u> <u>RATE</u> | <u>DATE OF</u> <u>BOND</u> | <u>MATURITY</u> <u>DATE</u> | <u>CUSIP</u> <u>NO.</u> |
|--------------------------------|-------------------------------|--------------------------------|----------------------------|
|--------------------------------|-------------------------------|--------------------------------|----------------------------|

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, NEW BRAUNFELS, TEXAS (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____ 20____*, on _____, 20____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above calculated on the basis of a 360-day year of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA, (the "Paying Agent/Registrar") at their office for payment in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business on the last day of the month next preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT
\$ _____**

**INTEREST
RATE**

**ISSUANCE
DATE**

**DATE OF
BONDS**

**MATURITY
DATE**

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, CITY OF NEW BRAUNFELS, TEXAS (the "City"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the order authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of bond, the language in the Pricing Certificate shall be used in the executed Bonds.

not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, 20__*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, **TO PROVIDE FUNDS FOR THE FOLLOWING: [(I) CONSTRUCTING, ACQUIRING, IMPROVING, EXTENDING, EXPANDING, UPGRADING AND/OR DEVELOPING STREETS, ROADS, BRIDGES AND INTERSECTIONS INCLUDING, UTILITY RELOCATION, SIDEWALKS, TRAFFIC SAFETY AND OPERATIONAL IMPROVEMENTS, THE PURCHASE OF ANY NECESSARY LAND, RIGHTS-OF-WAY, DRAINAGE AND OTHER RELATED COSTS, TO INCLUDE BARBAROSA ROAD/SAUR LANE, COMMON STREET, CONRAD'S LANE, KOHLENBERG ROAD, SOUTH KOWALD LANE, SOLMS ROAD, A CITYWIDE STREETS IMPROVEMENT PROGRAM, AND A CITYWIDE INTERSECTION IMPROVEMENT PROGRAM, (II) FOR CONSTRUCTING, ACQUIRING, IMPROVING, RENOVATING, DEVELOPING AND EQUIPPING, LAND AND BUILDINGS FOR PARK AND RECREATIONAL PURPOSES, PARKLAND, SCENIC EASEMENT AND TRAIL ACQUISITION, DEVELOPMENT AND IMPROVEMENT AND RELATED INFRASTRUCTURE AND OTHER COSTS TO INCLUDE MISSION HILL PARK, (III) CONSTRUCTING, RENOVATING, IMPROVING, AND EQUIPPING EXISTING AND/OR ADDITIONAL CITY LIBRARY FACILITIES INCLUDING ACQUISITION OF ANY NECESSARY SITES AND RELATED WATER, WASTEWATER, DRAINAGE, STREETS, SIDEWALKS, PARKING INFRASTRUCTURE AND OTHER RELATED COSTS TO INCLUDE A SOUTHEAST LIBRARY BRANCH, (IV) REFUNDING THE REFUNDED OBLIGATIONS AND (V) PAYING THE COSTS OF ISSUING THE BONDS]**

ON _____, 20__*, or on any date thereafter, the Bonds of this Series maturing on and after _____, 20__* may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000).

[THE BONDS MATURING ON _____, 20__* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Term Bonds Maturing _____, 20__^{*}
Redemption Date Principal Amount
_____, 20____ \$
_____, 20____

^{*}Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such

**Use of Term Bonds, if any, to be determined by the Pricing Officer.

notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

BOKF, NA, Dallas, Texas,
as Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or typewrite name and address, including zip code, of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this _____.

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BONDS

(i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of New Braunfels, Texas (the "Issuer"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____, 20__* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| Principal <u>Amount</u> | Maturity Date (_____) | Interest <u>Rates</u> |
|----------------------------|--------------------------|--------------------------|
|----------------------------|--------------------------|--------------------------|

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**THE CITY OF NEW BRAUNFELS, TEXAS** (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

| <u>Principal Amount</u> | <u>Maturity Date (_____)</u> | <u>Interest Rate</u> |
|-----------------------------|----------------------------------|--------------------------|
|-----------------------------|----------------------------------|--------------------------|

(Information for the Premium Compound Interest Bonds
from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 7. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. ESTABLISHMENT OF PROJECT FUND AND ESCROW FUND. (a) Project Fund. The Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Bonds, minus any amounts deposited into the Interest and Sinking Fund and any Escrow Fund shall be deposited in the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested in Permitted Investments as permitted by the Public Funds Investment Act, as amended and the City's Investment Policy.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Escrow Fund. If refunding bonds are issued as determined by the Pricing Officer, a portion of the proceeds of the Bonds, together with any cash contribution, in an amount necessary to refund any Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of an Escrow Agreement.

(f) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the

Bonds are issued as set forth in Section 3 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 12 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 9. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become

due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal,

printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Pricing Officer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON BONDS ISSUED AS TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations not expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The City covenants that the property constituting the project financed will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. APPROVAL OF OFFERING DOCUMENTS AND PAYING AGENT/REGISTRAR AGREEMENT. In the event of a negotiated sale with the Underwriter(s), the Pricing Officer is hereby authorized to approve any Preliminary Official Statement and Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with Rule 15c2-12. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter(s) in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary. The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchaser, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be, and hereby are, called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.

Section 14. INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the

delivery of the Bonds to the Underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 15. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within twelve months after the end of any fiscal year, financial information and operating data with respect to the City as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial and operating data of the general type included in the final Official Statement authorized by Section 13 of this Ordinance. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds.
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or

governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

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

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

(e) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

"SEC" means the United States Securities and Exchange Commission.

Section 16. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws

from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders

of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 17. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative

and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 19. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in Ordinance to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this

Ordinance and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 22. INCONSISTENT PROVISIONS. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 24. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 25. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 26. ELECTRONIC SIGNATURES. The City's Financial Advisor, Bond Counsel and City Attorney are hereby authorized to use electronic signatures for the Mayor, Director of Finance and Bond Counsel, or any other authorized representative of the City in connection with the offering and sale of the Bonds.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 14th day of July, 2025.

CITY OF NEW BRAUNFELS:

Mayor
City of New Braunfels, Texas

ATTEST:

City Secretary
City of New Braunfels, Texas

APPROVED AS TO LEGALITY:

City Attorney
City of New Braunfels, Texas

[Signature Page]

EXHIBIT "A"

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Accountant" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bond Insurer" or "Insurer" means the provider of a municipal bond insurance policy, if any, for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"Bonds" means one or more Series of the Bonds and includes collectively any Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond order and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any Tax-Exempt Bonds or Taxable Bonds.

"Book-Entry-Only System" means the book-entry system of bond registration provided in Section 5, or any successor system of book-entry registration.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"City" and "Issuer" means the City of New Braunfels, Texas, and where appropriate, the City Council.

"City Council" means the governing body of the City.

"Closing Date" means the date of initial delivery of and payment for the Bonds.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Depository" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means BOKF, NA, Dallas, Texas or any successor escrow agent under the Escrow Agreement or such other legally qualified institution as may be determined by the Pricing Officer.

"Escrow Agreement" means one or more agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Holder," "Holders," "Owners" or "Registered Owners" means any person or entity in whose name a Bond is registered in the Register, for any Bonds.

"Initial Bonds" means the Bonds authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"Insurance Policy" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"Interest and Sinking Fund" means the special fund maintained by the provisions of Section 6 of this Ordinance.

"Interest Payment Date" means a date on which interest on the Bonds is due and payable.

"Issuance Date" means the date of delivery of the related Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" means this ordinance finally adopted by the City Council on July 14, 2025.

"Outstanding," when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

- (1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;
- (2) Bonds deemed paid pursuant to the provisions of Section 9 of this Ordinance;
- (3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance; and
- (4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"Permitted Investments" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of one or more Series of the Bonds.

"Pricing Officer" means the City Manager, acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, Assistant City Manager or Director of Finance may act as the designated pricing officer of the City to execute the Pricing Certificate.

"Rating Agency" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"Record Date" means Record Date as defined in Section 6 the Form of Bonds and each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Ordinance and each Pricing Certificate.

"Refundable Obligations" means all or a portion of the City's outstanding ad valorem tax obligations.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate to be refunded.

"Register" or "Registration Books" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Replacement Bonds" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 10 of this Ordinance.

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

"SEC" means the United States Securities and Exchange Commission.

"Taxable Bonds" means any Bonds designated by the Pricing Officer in the Pricing Certificate as Taxable Bonds, the interest on which is includable in the gross income of the owner thereof for federal income tax purposes.

"Tax-Exempt Bonds" means any of the Bonds designated by the Pricing officer as Tax-Exempt Bonds, the interest on which is excludable from the gross income of the owner thereof for federal income tax purposes, pursuant to Section 103 of the Code.

"Underwriters" means the Senior Managing Underwriter and any additional investment banking firms designated by the Pricing Officer in the Pricing Certificate. In the event a series of Bonds is sold pursuant to a private placement or competitive sale, references to the Underwriter shall mean the initial purchaser of such series of Bonds.

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 14 of this Ordinance.

Annual Financial Statements and Operating Data

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

1. The annual audited financial statements of the City of New Braunfels, Texas or the unaudited financial statements of the City of New Braunfels, Texas in the event audited financial statements are not completed within six months after the end of any Fiscal Year.
2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under certain tables as more fully described in a Pricing Certificate for a series of Bonds.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in the Official Statement.

7/14/2025

Agenda Item No. B)

PRESENTER:

Jennifer Gates, Grants Coordinator

SUBJECT:

Public hearing regarding the U.S. Department of Housing and Urban Development Community Development Block Grant 2025-2029 Consolidated Plan, Fair Housing Plan, and Annual Action Plan, including funding recommendations for Program Year 2025.

DEPARTMENT: Finance**COUNCIL DISTRICTS IMPACTED:** Citywide**BACKGROUND INFORMATION:**

The City of New Braunfels has been fortunate to receive annual grants from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement Program since 1994. The annual funding amount varies each year as it is determined on a formula basis and then provided to entitled cities, counties, and states to help develop viable urban communities. It is the City's longstanding practice to distribute CDBG funds throughout the community by providing eligible subrecipients with grant funding that can be used to revitalize neighborhoods, support affordable housing, provide economic opportunities, and improve community facilities and services intended for low- and moderate-income (LMI) residents. Of the total annual funding amount, specific percentages of the funding are eligible to be allocated to CDBG program administration (20% cap), public service activities (15% cap), and housing and public facility projects (65% minimum, 100% maximum). Any additional funds, including from previous Program Years, are held in reserve in the U.S. Treasury to be utilized by the City for housing/public facilities projects at a future date in accordance with timeliness requirements and project/program eligibility.

2025-2025 Consolidated Plan

As required by HUD, the City has developed a Community Development Block Grant 2025-2029 Consolidated Plan (Con Plan) as the current 2020-2024 Con Plan will conclude on September 30, 2025. Components of the Con Plan include a Housing Study, Market Analysis, a 5-Year Strategic Plan, and a 1-Year Action Plan. In addition to community feedback, the Housing Study and Market Analysis are used to identify specific community needs which are then incorporated within the 5-Year Strategic Plan. The 5-Year Strategic Plan provides an outline of the anticipated use of CDBG funds for the next five HUD program years, whereas the 1-Year Action Plan (Annual Action Plan) submitted with the Con Plan will identify specific projects and programs that the City will support with CDBG funds during the upcoming HUD Program Year 2025 beginning on October 1. As per CDBG requirements, subsequent Annual Action Plans are created and submitted to HUD each year with projects/programs that support the goals of the HUD-approved Con Plan.

Collaboration with community members, and public and private entities, is important to the development of the

Con Plan as it allows for more effective alignment of CDBG programs with other plans, programs, and resources to achieve an overall greater impact for the City's residents. Community engagement included stakeholder meetings, focus groups, public hearings, and one-on-one interviews, with collaborative partners including, but not limited to non-profit social service providers, non-profit housing providers, a local foundation, the New Braunfels Housing Authority, and City departments.

In accordance with Federal requirements for CDBG funding, the City is preparing to submit its Annual Action Plan (Action Plan) to HUD. The Action Plan, developed according to the City's Citizen Participation Plan, outlines the projects and programs the City will support with CDBG funds during the upcoming Program Year, thereby furthering the goals of the HUD-approved Consolidated Plan, a five-year strategic planning document. After submission of the Action Plan to HUD for the agency's review, projects and programs are implemented in accordance with the HUD-approved one-year budget and activities.

Program Year 2025 Funding Recommendations

As aforementioned, the City is preparing to submit the Program Year 2025 (PY25) Annual Action Plan to HUD as part of the 2025-2029 Consolidated Plan process. The Annual Action Plan, developed according to the City's Citizen Participation Plan, outlines the projects and programs the City will support with CDBG funds during the upcoming HUD Program Year. After submission of the Annual Action Plan, projects and programs are then implemented in accordance with the approved one-year budget and activities.

The City's allocation for Program Year 2025 (PY25), effective October 1, 2025, to September 30, 2026, is \$454,245. Of the total funding amount, \$90,849 is eligible for program administration, \$68,136.75 can be allocated for public service activities, and a minimum of \$295,259.25 must be used for other activities such as housing and public facilities projects as per HUD CDBG requirements.

In accordance with the City's standard process, a competitive Request for Application was available to nonprofit agencies and other eligible entities from February 11, 2025, to March 11, 2025. Applications were available for 3 categories: Public Services, Public Facilities, and Housing. The City subsequently received 15 eligible applications from 14 local non-profit organizations for a variety of programs and projects totaling approximately \$328,130 within the Public Services category, and approximately \$817,833 within the Public Facilities and Housing categories. The allocation for program administration is not subject to the competitive process as it is provided directly to the City by HUD to reimburse costs associated with the administration of CDBG funding on their behalf. After initial review by the City's CDBG support staff, all eligible competitive applications were then provided to the City's Community Development Advisory Committee (CDAC) for review, allowing them to establish PY25 funding recommendations.

CDAC is composed of nine New Braunfels' citizens who have applied to become a member of the committee and have been appointed by City Council to serve in an advisory capacity on matters relating to the CDBG Program. CDAC's responsibilities include reviewing the competitive application responses and making recommendations for funding allocations to be considered and approved by City Council. Funding allocations are subsequently included in the City's Action Plan.

After prior extensive review and discussion, CDAC members met on May 8 to publicly rank the applications and form PY25 funding recommendations based on an estimated total allocation amount of \$495,919. Additionally, during their regular meeting on June 4, CDAC considered and approved adjustments to the previous funding recommendations based upon the finalized PY25 allocation of \$454,245 that was announced by HUD after the May 8 meeting. All recommendations for funding were based upon factors such as how the

program/project will benefit low to middle income residents, availability of funding, past/current performance for organizations who had previously received funding, and the experience and capacity of the agency in managing the proposed program/activity, consideration of other available funding sources for the agency, and direct support of the City's adopted CDBG 2020-2024 Consolidation Plan and the City's adopted 2024-2029 Strategic Plan.

As such, the following allocations are being recommended by CDAC:

| U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG): Entitlement Program Program Year 2025 (PY25) Grant Amount: \$454,245 | | | |
|---|-------------------|------------------------------|-------------------------------|
| Public Services (15% Cap): \$68,136.75 | | | |
| Name of Organization Description of Requested Activity | Funding Requested | May 2025 Recommended Funding | June 2025 Recommended Funding |
| Big Brothers Big Sisters Youth Mentoring in New Braunfels | \$ 25,000.00 | \$ 5,000.00 | \$ 4,580.00 |
| CASA of Central Texas, Inc. Advocacy for Abused and Neglected New Braunfels Children | \$ 40,000.00 | \$ 10,000.00 | \$ 9,160.00 |
| Comal County Family Violence Shelter Inc. d/b/a Crisis Center of Comal County Emergency Shelter Support | \$ 25,000.00 | \$ 9,680.00 | \$ 8,866.00 |
| Comal County Senior Citizens Foundation Home-Delivered Meal Program | \$ 58,531.20 | \$ 6,122.24 | \$ 5,607.00 |
| Connections Individual & Family Services, Inc. Basic Needs Support for Children's Shelter and Transitional Living Program | \$ 20,000.00 | \$ 5,160.00 | \$ 4,726.00 |
| Family Life Center Emergency Rent/Utility Assistance (Benevolence Program) | \$ 20,000.00 | \$ 7,000.00 | \$ 6,412.00 |
| Family Promise of Greater New Braunfels Pathways Home Program | \$ 74,599.00 | \$ 10,403.11 | \$ 9,529.25 |
| National Church Residences Foundation Basic and Emergency Needs Pantry Project | \$ 10,000.00 | \$ 6,772.50 | \$ 6,203.50 |
| River City Advocacy Licensed Mental Health Counseling Program for Youth | \$ 35,000.00 | \$ 8,750.00 | \$ 8,015.00 |
| San Antonio Food Bank New Braunfels Food Bank Distribution Program | \$ 20,000.00 | \$ 5,500.00 | \$ 5,038.00 |
| | \$ 328,130.20 | \$ 74,387.85 | \$ 68,136.75 |
| Housing and Public Facilities (PY 2025 Grant Balance): \$295,259.25 | | | |
| Name of Organization Description of Requested Activity | Funding Requested | May 2025 Recommended Funding | June 2025 Recommended Funding |
| Cande's Way Housing Renovation Program | \$ 200,000.00 | \$ 50,000.00 | \$ 55,685.00 |
| Comal County Family Violence Shelter Inc. d/b/a Crisis Center of Comal County New Shelter Build Transitional Living Family Pod | \$ 150,000.00 | \$ 58,500.00 | \$ 63,470.00 |
| NB Housing Partners NBHP First Footing Program: Building for Intake, Dining, and Support Services | \$ 137,690.00 | \$ 82,204.20 | \$ 85,184.25 |
| New Braunfels Housing Authority New Braunfels Housing Authority Boiler Replacement | \$ 180,142.62 | \$ 88,468.19 | \$ 90,920.00 |
| New Braunfels Youth Collaborative – APPLICATION WITHDRAWN BY NBYC Mill Street Youth Center Education Building | \$ 150,000.00 | \$ 43,174.96 | \$ - |
| | \$ 817,832.62 | \$ 322,347.35 | \$ 295,259.25 |
| Administration (20% Cap): \$90,849.00 | | | |
| Administration allocation is not subject to ranking by committee. | | | |

HUD requires a 30-day comment period, and several public hearings prior to submission, allowing for citizens to comment on the information proposed in the 2025-2029 Consolidated Plan and its associated PY25 Annual Action Plan. The comment period is June 16 to July 17. A full draft of the Consolidated Plan, including the PY25 Annual Action Plan, is available for review at the City Secretary's Office, the New Braunfels Public Library, the New Braunfels Public Library - Westside Branch, and information is also available on the City's "CDBG Program" website during this timeframe. The first and second public hearings were hosted on June 30 at the New Braunfels Public Library - Westside Branch, and the New Braunfels Public Library - Main Branch, and the third public hearing is on July 14 during the regular City Council meeting. It is anticipated that the finalized Consolidated Plan and associated PY25 Annual Action Plan will be presented to City Council for approval on July 28 and delivered to HUD no later than August 16, 2025.

ISSUE:

Not applicable.

STRATEGIC PLAN REFERENCE:

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

Support non-profit organizations to ensure low- to moderate-income residents of New Braunfels are provided with a variety of assistance.

FISCAL IMPACT:

There is no direct fiscal impact to the City for the CDBG-funded recommended awards as this is an allocation of federal funding.

RECOMMENDATION:

No Council action is required as this is a public hearing to allow citizens to make comments regarding the U.S. Department of Housing and Urban Development Community Development Block Grant 2025-2029 Consolidated Plan, Fair Housing Plan, and Annual Action Plan, including funding recommendations for Program Year 2025.

7/14/2025

Agenda Item No. A)

PRESENTER:

Brenadette Faust, Capital Projects Manager

SUBJECT:

Presentation and update on the City of New Braunfels Fiscal Year 2026 Capital Improvement Plan.

DEPARTMENT: Transportation and Capital Improvements

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:

The Transportation and Capital Improvements Department will provide an update on the FY 2026-2030 Capital Improvement Plan (CIP) including an overview of constrained (funded) projects as adopted in the FY 2025 budget process and unconstrained (unfunded) projects for future funding consideration.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

7/14/2025

Agenda Item No. B)

PRESENTER:

Jordan Matney, Deputy City Manager

Dr. Veronica Garcia, President, Northeast Lakeview College

SUBJECT:

Presentation on a proposed economic development incentive to Northeast Lakeview College at New Braunfels for an expansion project to promote workforce training and education.

DEPARTMENT: Economic and Community Development**COUNCIL DISTRICTS IMPACTED:** 2 & 4**BACKGROUND INFORMATION:**

Alamo Colleges' Northeast Lakeview College (NLC) has operated an extension location at the Central Texas Technology Center since the Fall 2023 semester. During this first semester, 125 students were enrolled in 10 courses. Significant enrollment growth has occurred and for the Spring 2025 semester, 400 students are enrolled in 25 courses. Since 2023, NLC has invested operationally by funding marketing, infrastructure, rebranding, and technology improvements; and with personnel investments by hiring a DPS Officer, Lab Technician, Academic Programs Specialist, College Services Coordinator, Faculty, Admin Support Specialists, Advisors, and a Director. Total NLC investments at the Central Texas Technology Center surpass \$1M. The present location is at capacity and the educational and training needs of the community are still in high demand.

NLC has invested \$13.6M to acquire a 58,000+ square foot commercial building at the corner of Old FM 306 and Sundance Parkway and anticipates opening doors for classes in the Fall of 2026. NLC also has the adjacent 2.2 acres under contract for future facility expansion. NLC's plans are to expand course offerings and enrollment potential to include construction management, engineering technology, and logistics and supply chain management and to relocate the allied health, natural sciences, and information technology programs. To accommodate and prepare the space for these eventual offerings, NLC will need to upgrade the facilities at an approximate cost of \$8 million.

The New Braunfels Economic Development Corporation (NBEDC) approved a grant of \$1,200,000 to help assist with the expansion project at its May 15, 2025 meeting. City Council will consider action on this grant at the July 14, 2025 meeting.

NLC has recently indicated that its design team unanimously recommends a single-phase comprehensive remodel. This approach offers significant economic savings and the strongest strategic advantage for its students, faculty, staff, and community partners. Benefits of a single phase approach include cost efficiency, minimized disruptions, operational simplicity and accreditation alignment and an improved student experience and marketing clarity.

This presentation will outline NLC's expansion plan, student enrollment projections, planned expanded course offerings, and more fully explain the rationale behind the phasing being considered as a single project, as opposed to a multi-phased one.

ISSUE:

NLC at New Braunfels is planning an expansion and relocation from the Central Texas Technology Center. NBEDC funding is being requested to help support this transition.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The NBEDC has appropriate reserves to fund this project request. Any funding levels can be modified to demonstrate the impacts to the NBEDC's reserve levels and expense commitments.

RECOMMENDATION:

Council to direct NBEDC to approve funding for an additional grant request.

Northeast Lakeview College New Braunfels Campus

Supporting the Educational Needs of the Greater New Braunfels Region

Dr. Veronica Garcia

June 24, 2025

267 Acre Campus
Universal City | Live Oak
Loop 1604 & Kitty Hawk Road



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



| County | 2020 | 2040 Projection | % Increase 2020-40 |
|------------------|------------------|------------------|--------------------|
| Atascosa | 48,981 | 57,374 | 17.1% |
| Bandera | 20,851 | 21,701 | 4.1% |
| Bexar | 2,009,324 | 2,599,727 | 29.4% |
| Comal | 161,501 | 315,640 | 95.4% |
| Guadalupe | 172,706 | 268,305 | 55.4% |
| Kendall | 44,279 | 70,896 | 60.1% |
| Kerr | 52,598 | 58,870 | 11.9% |
| Wilson | 49,753 | 61,941 | 24.5% |
| TOTAL: | 2,559,993 | 3,454,454 | 34.9% |

Growth Outside Bexar County

Fall 2023

- 39% Outside Bexar County
- 61% Bexar County

Fall 2022

- 37% Outside Bexar County
- 63% Bexar County

Fall 2021

- 31% Outside Bexar County
- 69% Bexar County





ALAMO COLLEGES DISTRICT
Northeast Lakeview College



NLC New Braunfels – Estimated Opening Fall 2026

2049 Sundance Parkway, New Braunfels, Texas 78130 | Old FM 306 & Sundance Parkway



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT





Future
Expansion

Planning for Growth

Securing additional 4.22 acres | Total NLC at New Braunfels Site: 10.7 acres



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



Malcolm Baldrige
National Quality Award
Award Recipient
2024 2018





Review Single Phase Comprehensive Remodel Approach



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



Key Benefits: Single-Phase Approach

- \$1.2-1.5M construction cost savings through a single-phase model
- Minimized Disruptions
- Unified accreditation pathway with reduced regulatory risk
- Enhanced student experience
- Marketing clarity
- Strengthened community presence through a single grand opening



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



Key Programs

- **Allied Health**
 - Nursing Lab
- **Natural Sciences***
 - Biology Labs (2)
 - Chemistry Lab
- **Construction Management**
 - Commercial/Residential Electrician Lab
- **Engineering Technology**
 - Engineering Lab
- **Information Technology**
 - Cyber Defense
 - Network Administration
- **Logistics & Supply Chain Mgmt.**



Student Services & Facility Updates

- **Welcome Center**
 - Advising Services
 - Testing Center
- **Student Learning Resources**
 - Library Services
 - Tutoring/Computer Lab
 - Study Spaces
- **Facilities**
 - Academic Classrooms
 - Faculty/Staff Spaces
 - Student Commons Area
 - Lab Supplies/Equipment
 - Exterior & Interior Signage

Projected enrollment of 1,178 students by 2030



ALAMO COLLEGES DISTRICT
Northeast Lakeview College

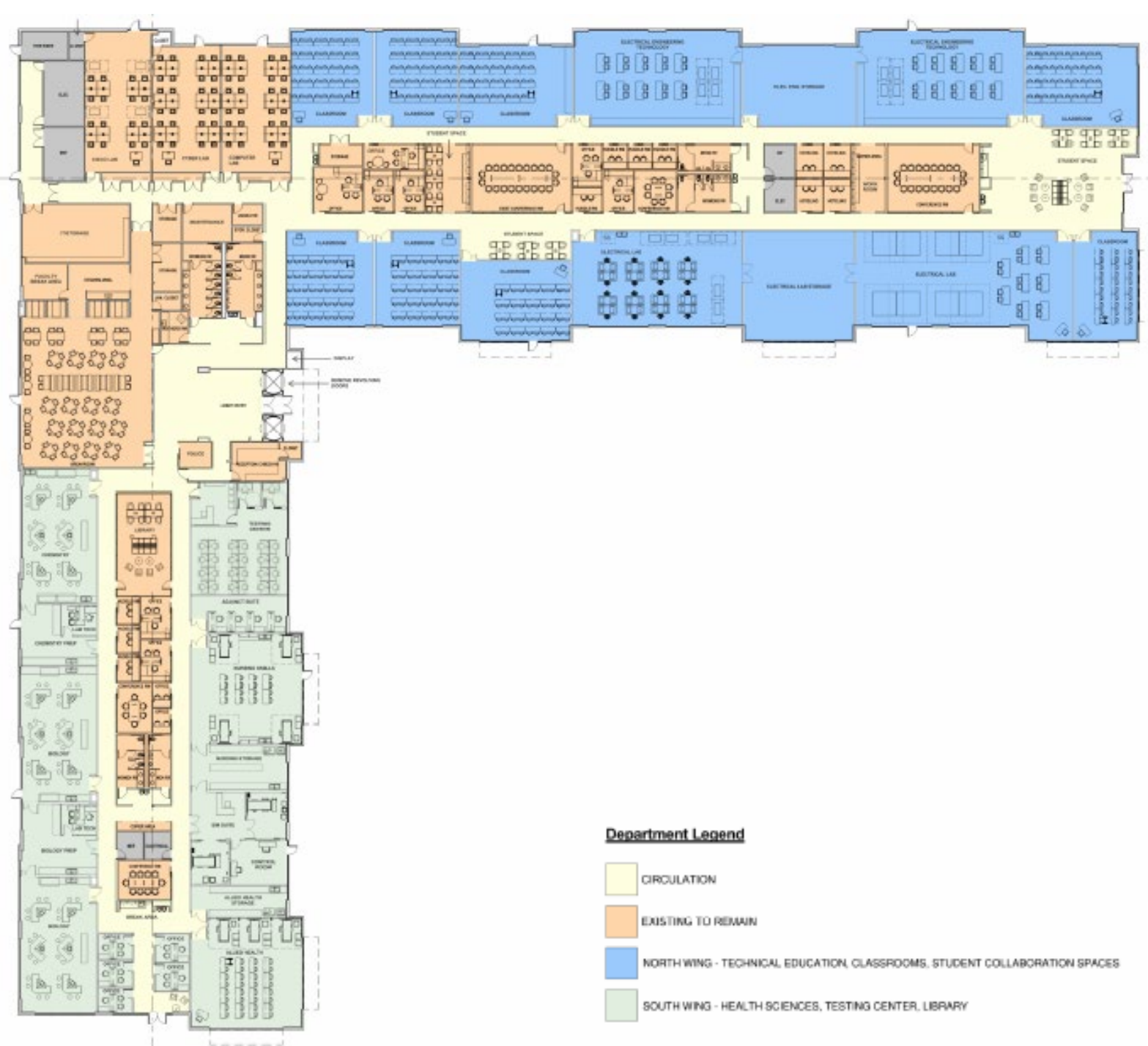


ALAMO
COLLEGES
DISTRICT



Funding Overview: Single-Phase Remodel

- **Total NC Project Cost: 9M**
 - \$7M (single-phase remodel)+
\$2M (land)
- **Current Resources:** \$4M cash on hand for remodel-land acquisition
- **Funding:** EDC recommended \$1.2M for *phase 1* of a multi-phase project
- **Funding Gap:** Actively seeking additional **\$3.8M** to fully fund a single-phase remodel



ALAMO
COLLEGES
DISTRICT



Questions?



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



Award Recipient
2024-2018



Appendix



ALAMO
COLLEGES
DISTRICT



Malcolm Baldrige
National Quality Award

Award Recipient
2024 2018



Alamo Colleges District Service Area & Taxing District

5 Colleges:

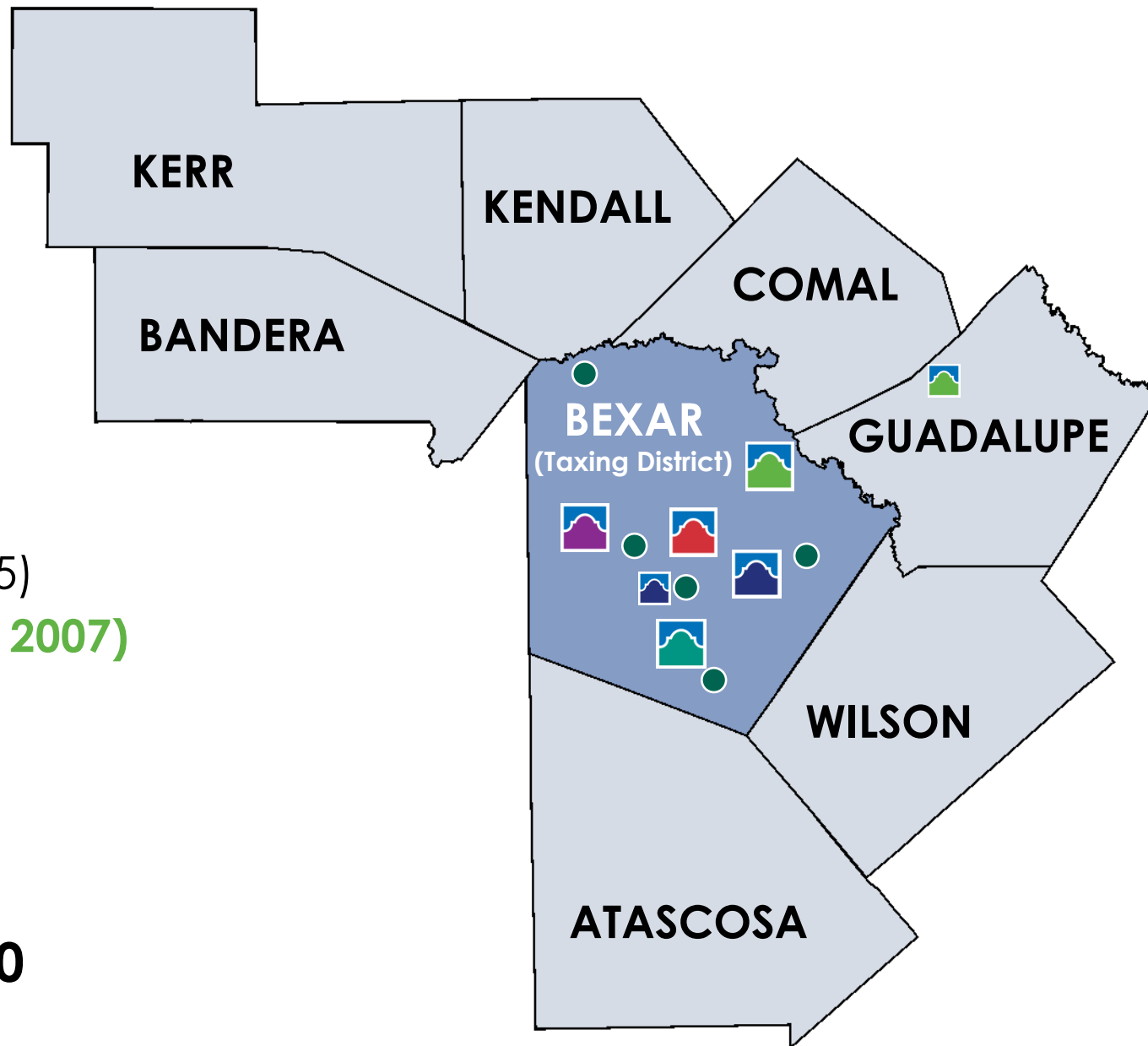
-  St. Philip's College (est. 1898)
-  San Antonio College (est. 1925)
-  Palo Alto College (est. 1985)
-  Northwest Vista College (est. 1995)
-  **Northeast Lakeview College (est. 2007)**

● 5 Education & Training Center

23 Early College High Schools

20 P-TECH High Schools

Fall 2024 Total Enrollment: 79,000



ALAMO COLLEGES DISTRICT
Northeast Lakeview College

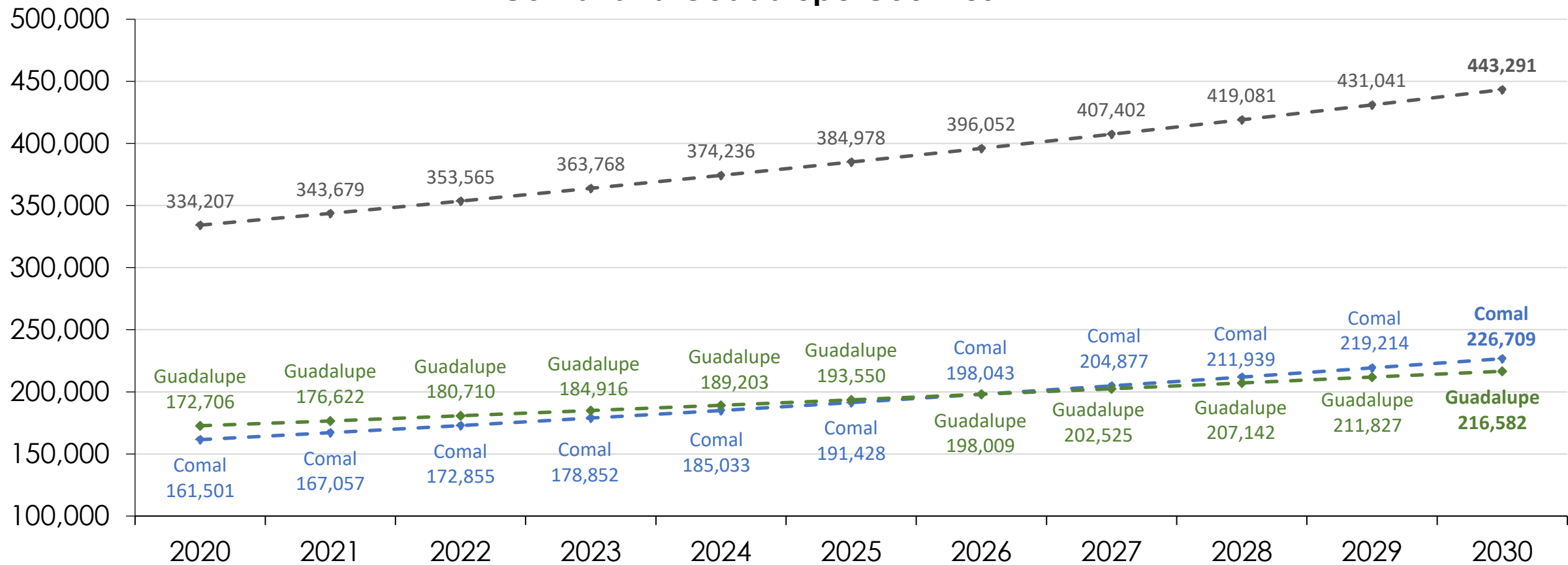


ALAMO
COLLEGES
DISTRICT



2030 Projected County Population

Comal and Guadalupe Counties



Texas Association of County, County Information Program



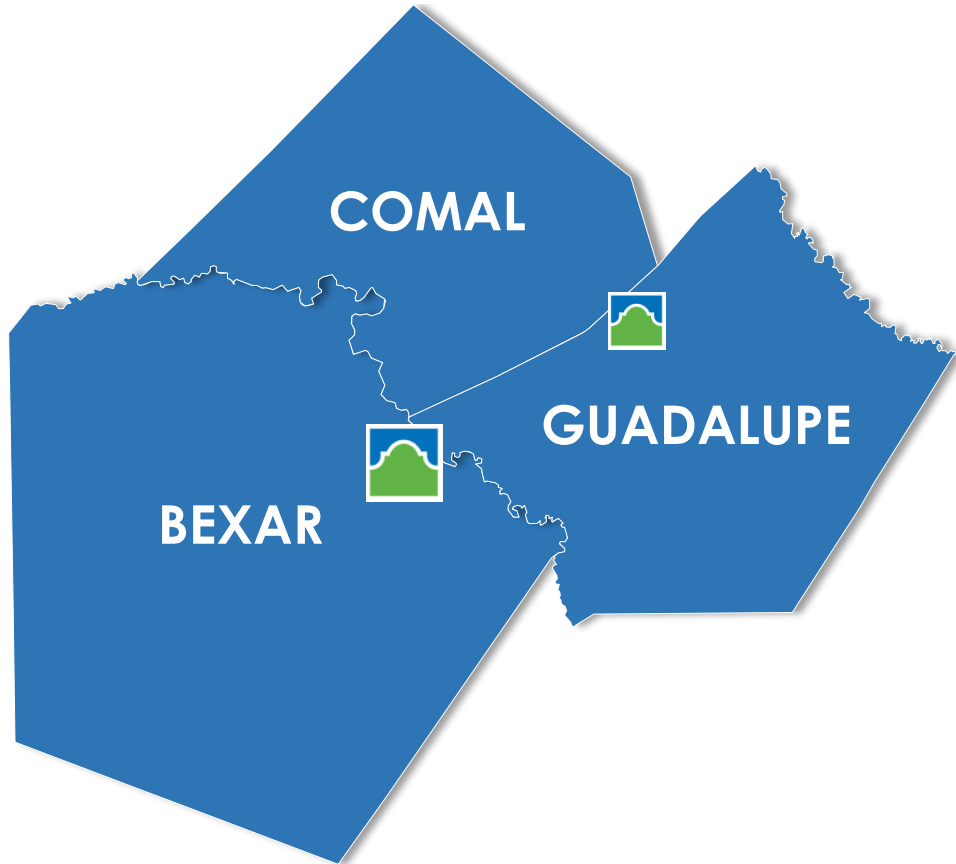
ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



2030 Growth Projection



| | Comal County | Guadalupe County |
|-----------------------------------|----------------|------------------|
| Projected Population 2030: | 226,709 | 216,582 |
| Population 2023: | 193,928 | 188,454 |
| Population 2022: | 184,749 | 182,702 |
| Population 2020: | 163,659 | 173,697 |
| 0 – 17 years: | 26.3% | 29.3% |
| 18 – 64 years: | 53.9% | 55.6% |
| No degree; 25 years & over | 7,203 | 12,244 |
| High school; 25 years & over | 25,441 | 34,539 |
| Some college; 25 years & over | 39,554 | 37,462 |
| Median household income: | \$91,171 | \$87,030 |
| Persons in poverty: | 6.9% | 10.3% |

Source: data.census.gov and census.gov/quickfacts



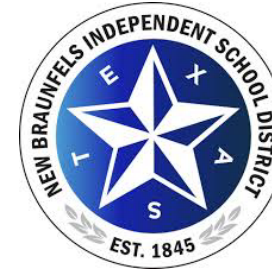
ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



High School Dual Credit Program Growth



Other

Total

| | | | | | | | |
|-----------|--|--|-----|---|-----|---|-------|
| Fall 2024 | 438 | 499 | 91 | 1,045 | 208 | 287 | 2,568 |
| Fall 2023 | 433 | 494 | 139 | 964 | 175 | 117 | 2,322 |
| Fall 2022 | 416 | 542 | - | 680 | 167 | 126 | 1,931 |
| | Bexar County (Fall 2024: 438) 1 High School | Guadalupe County* (Fall 2024: 590) 3 High Schools | | Comal County (Fall 2024: 1,253) 8 High Schools | | Other (Fall 2024: 287) 6 High School | |



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO COLLEGES DISTRICT



2174

Memorial Early College High School & NLC Graduates – Class of 2024



Early College *High Schools* Increase



Memorial Early College High School



Judson Early College High School



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT





2022-2024 Degrees and Certificates Awarded

| | Academic Years 2022-2024 |
|--|-----------------------------|
| Alamo Colleges District: (5 Colleges) | 31,788 |
| • Northeast Lakeview College | 2,931 9.2% |
| • NLC Comal & Guadalupe County Students | 762 26.0% |



NLC New Braunfels (CTTC) Investment

Enrollment to Date:

- Fall 2023: 125 Students | 10 Courses
- Spring 2025: **400 Students** | 25 Courses



Operational Investment to Date: \$562,000

- Technology: \$450,000
- Infrastructure: \$90,000
- Rebranding: \$12,000
- Marketing: \$10,000

Personnel Investment to Date: \$515,500*

- Director
- Senior Advisor
- Certified Advisor
- Adm. Support Spec.
- Faculty
- College Services Coord.
- Academic Program Spec.
- Lab Technician
- DPS Officer

* Per academic year; salary/wages



ALAMO COLLEGES DISTRICT
Northeast Lakeview College



ALAMO
COLLEGES
DISTRICT



7/14/2025

Agenda Item No. A)

SUBJECT:

Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:

1. Northeast Lakeview College at New Braunfels
2. Lefko USA, Inc.
3. The Neue
4. HD Supply