# CITY OF NEW BRAUNFELS, TEXAS
# CITY COUNCIL MEETING

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

## MONDAY, MAY 11, 2026 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

***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 CAPIZZI**

**PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG**

**PROCLAMATIONS:**

A) Historic Preservation Month 26-475

**PRESENTATIONS:**

A) Presentation and recognition of the New Braunfels National Airport being named the 2026 National / Regional Airport of the Year by the Texas Aviation Advisory Committee. 26-516
Jeff Jewell, Director of Economic & Community Development

**CITIZENS COMMUNICATIONS**

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

## 1. CONSENT AGENDA

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

*Action Items*

A) Approval of the April 27, 2026 city council regular and executive session meeting minutes. 26-520
Natalie Baker, Deputy City Secretary

B) Approval of a contract with Lonestar Civil for site cleanup and removal services for the Northwest Park primitive trails project, along with authorization for the City Manager to execute change orders up to the contingency amount. 26-481
Scott McClelland, Assistant Transportation and Construction Services Director

C) Approval of a contract with Sportsman Solutions for sponsorship solicitation and agreements at the Zipp Family Sports Park. 26-503
Ken Wilson, Parks and Recreation Director

D) Approval of annual contracts with DD Concrete, E-Z Bell Construction, LLC and HJD Capital Electric, Inc. to provide road construction work on an as needed basis. 26-508
John Cox, Streets and Drainage Manager

E) Approval of the appointment of Larry Guerra to the Tax Increment Reinvestment Zone #1 (TIRZ #1) for the unexpired Comal Independent School District Representative seat with a term ending 11-30-2028. 26-547
Gayle Wilkinson, City Secretary

*Resolutions*

F) Approval of a resolution giving consent to the issuance of Contract Revenue Bonds (Water, Sewer, and Drainage Facilities), Series 2026, by Comal County Water Improvement District No. 3 Master District. 26-488
Jeff Jewell, Economic and Community Development Director

G) Approval of a resolution in support of obtaining National Register of Historic Places designation for the Dittlinger Family Residential Historic District, including 372 Magazine Avenue and 581 West Coll Street. 26-572
Katie Totman, Historic Preservation Officer

H) Approval of resolutions supporting the submission of projects to the U.S. Department of Transportation Safe Streets and Roads for All grant and approval of a resolution supporting the submission of a project to the U.S. Department of Transportation Railroad Crossing Elimination Grant Program. 26-502
Scott McClelland, Assistant Transportation and Construction Services Director

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

I) Approval of the first reading of an ordinance amending section 86-8 “Glass containers prohibited in park areas and on rivers, lakes and streams”, section 86-10 Prohibition of alcoholic beverages in city parks and city-owned property”, section 86-12 “ Prohibition of sale or advertising of goods, wares or services in city parks”, section 86-17 “ San Antonio Street bridge safety zone”, and section 86-97 “ Landa Park miniature golf and paddle boat fees” of the New Braunfels code of ordinances to match department policy. 26-495
Ken Wilson, Parks and Recreation Director

J) Approval of the second and final reading of an ordinance amending Chapter 138 of the City of New Braunfels Code of Ordinances, related to the New Braunfels Police Department’s rotation list system for incident management tows and updating fees charged by tow companies to the vehicle owners. 26-524
Osbaldo Flores, Chief of Police

K) Approval of the second and final reading of an ordinance, requested by Monica Mason, on behalf of 26-529

Brett Baer, to rezone approximately 0.2 of an acre out of the City Block Subdivision 5068, Lot 5, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 226 North Liberty Avenue.
Christopher J. Looney, AICP, Planning Director
Applicant: Monica L Mason
Owner: Brett Baer

L) Approval of the second and final reading of an ordinance, requested by Nicolas Vargas, to rezone approximately 0.25 of an acre out of the City Block Subdivision 1073, Lot 11, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 182 Perryman Street. 26-530
Matthew Simmont, AICP, Planning Manager
Applicant/Owner: Nicolas Vargas

## 2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

A) Discuss and consider the approval of an ordinance declaring the canvass and result of the General Election held on May 2, 2026, to elect two councilmembers and a mayor of the New Braunfels City Council; containing a savings clause; declaring an effective date upon one reading. 26-522
Gayle Wilkinson, City Secretary

B) Discuss and consider the approval of an ordinance ordering a Runoff election to be held in the City of New Braunfels on June 13, 2026, to elect a Councilmember for City Council District 6 and the Mayoral seat: and establish Early Voting Locations and Polling Places for this Election; and making provisions for the conduct of the election; declaring an effective date upon one reading. 26-573
Gayle Wilkinson, City Secretary

C) Discuss and consider approval of the second and final reading of an ordinance, requested by Killen, Griffin & Farrimond, PLLC on behalf of Farmers Mutual Fire, 26-386

Leslie Lammers and Tom Tumlinson, Melvin Nolte, Jr, Chad L. Nolte, Sandra J. Nolte, Comal Properties, LLC, and Qdream, LLC, to rezone approximately 2.112 acres out of City Blocks 2004, 2007, and 2014, from C-2 (General Business District), M-1 (Light Industrial District), and M-1 SUP (Light Industrial District with a Special Use Permit for STR) to MU-B SUP (High Intensity Mixed Use District with a Special Use Permit), currently addressed at 342, 352, & 353 East Bridge Street, 343 & 353 East Mill Street, 218, 232, 266, & 288 North Market Avenue, and 309 & 351 East San Antonio Street.

Jordan Matney, Deputy City Manager
Applicant: Killen, Griffin & Farrimond, PLLC

D) Discuss and consider approval of the second and final reading of an ordinance, requested by John Holler, to rezone approximately 1.5 acres out of the Baystone Subdivision, Lots 1 and 2, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard Overlay District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard Overlay District), currently addressed at 222 and 224 Alves Lane. 26-528

Matthew Simmont, AICP, Planning Manager
Applicant/Owner: John Holler

E) Discuss and consider the approval of the Downtown Parking Revenue Reinvestment Annual Plan as recommended by the New Braunfels Downtown Board. 26-434

Jeff Jewell, Director of Economic & Community Development

F) Discuss and consider approval of an Ordinance Authorizing the Issuance of “City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2026”; Pledging the Net Revenues of the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems to the Payment of the Principal of and Interest on Said Bonds; Enacting Provisions Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Bonds; Establishing Procedures for the Sale and Delivery of Said Bonds; Delegating Matters Relating to the Sale and Issuance of Said Bonds to 26-194

Authorized City and Systems Officials and Providing an Effective Date.
Jessica Williams, Chief Financial Officer (NBU)

G) Discuss and consider approval of an Ordinance Authorizing the Issuance of "City of New Braunfels, Texas, Utility System Revenue Bonds, Taxable Series 2026A (Texas Water Development Board - Drinking Water State Revolving Fund Lead Service Line Replacement Program)"; Pledging the Net Revenues of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems to the Payment of the Principal of and Interest on Said Bonds; Specifying the Terms and Conditions of Such Bonds; Resolving Other Matters Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Bonds, Including the Approval and Execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and Providing an Effective Date. 26-195
Jessica Williams, Chief Financial Officer (NBU)

H) Discuss and consider approval of a Resolution Relating to the Principal Forgiveness Agreement with the Texas Water Development Board in the Amount of $510,000 and Resolving Other Matters Incident and Related Thereto. 26-517
Jessica Williams, Chief Financial Officer (NBU)

I) Discuss and consider approval of an Ordinance Authorizing the Issuance of "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026A and Series 2026B" in an Aggregate Principal Amount of Not to Exceed $125,000,000 to Provide Interim Financing to Pay Project Costs for Eligible Project for the City's Utility System, Approving and Authorizing the Execution of Agreements to be Entered into in Connection with the Commercial Paper Notes and Resolving Other Matters Incident and Related Thereto. 26-518
Jessica Williams, Chief Financial Officer (NBU)

J) Discuss and consider approval of a Resolution Authorizing an Application to the Texas Water Development Board's Water Supply and Infrastructure 26-519

Grant Program and Resolving Other Matters Incident and Related Thereto.
Jessica Williams, Chief Financial Officer (NBU)

**3. EXECUTIVE SESSION**

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

A) Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically: 26-574

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

B) Deliberate the appointment, evaluation, duties, discipline, or removal of the City Attorney in accordance with Section 551.074 of the Texas Government Code. 26-579

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

**ADJOURNMENT**

**CERTIFICATION**

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

_____
Gayle Wilkinson, City Secretary

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

**5/11/2026**

Agenda Item No. A)

*City of New Braunfels*

# Proclamation

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

**WHEREAS,** The National Trust for Historic Preservation established the month of May as Historic Preservation Month in 1973, to promote historic places for the purpose of instilling community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

**WHEREAS,** historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS,** local historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS,** the City of New Braunfels recognizes and gives thanks to our dedicated historic property and business owners, local preservation groups and organizations, and everyone who continuously champions historic preservation in our community.

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

**"Historic Preservation Month"**

in New Braunfels, and call upon the people of New Braunfels, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 11th day of May 2026.

**CITY OF NEW BRAUNFELS**

_____
**NEAL LINNARTZ, Mayor**

Agenda Item No. A)

**PRESENTER:**
Jeff Jewell, Director of Economic & Community Development

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

Agenda Item No. A)

**PRESENTER:**
Natalie Baker, Deputy City Secretary

**SUBJECT:**
Approval of the April 27, 2026 city council regular and executive session meeting minutes.

**DRAFT - MINUTES**
**OF THE NEW BRAUNFELS CITY COUNCIL**
**REGULAR MEETING OF MONDAY, APRIL 27, 2026**

## 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 CARTER

**Councilmember Carter provided the invocation.**

## PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

## PROCLAMATIONS:

A) Children's Music and Art Instruction Day

**Mayor Linnartz read the aforementioned proclamation.**

**Members from the Jean & Sue McLane Community Arts Program of New Braunfels, Inc. accepted the proclamation and addressed council.**

## CITIZENS COMMUNICATIONS

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

**The following individuals spoke at this time: Jim Holster**

## 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 city council April 6, 2026 special meeting minutes, and the April 13, 2026 regular and executive session meeting minutes.

B) Approval of the City of New Braunfels FY 2026 First Quarter Investment Report.

C) Approval of a contract amendment with Emergicon to incorporate Fire Department Billing Cost Recovery Services for the City of New Braunfels Fire Department through EMERGIFIRE LLC.

D) Approval to renew certain established annual contracts, as allowed for by their contract language and in accordance with City Charter Section 9.17.

E) Approval of FY 2026 budget amendments for the Airport Fund and General Fund- Economic & Community Development Department.

F) Approval of a settlement agreement between the City of New Braunfels and Joe Henry Tays, Individually and as Independent Executor of the Estate of Frederick Frueholz, Jr., deceased, for the acquisition of the necessary right-of-way as part of the Kohlenberg Road Project and authorization for the City Manager to execute all necessary settlement and conveyance documents.

G) Approval of Donation Agreement with New Braunfels Lions Club for Disc Golf Improvements to Prince Solms Park.

*Resolutions*

H) Approval of a resolution; approving the submission of a grant application to the U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) - Regular Projects grant for Program Year 2026 to request funding towards the purchase of tactical medical unit communications systems, a dive trailer, and two police utility terrain

vehicles (UTV's) and their associated trailers, and designation of the City Manager as the grants authorized official, to act on behalf of the City in all matters related to the grant if awarded, and designation of the Director of Finance as the Financial Officer for the grant.

I) Approval of a resolution for a Memorandum of Understanding between Comal County and the City of New Braunfels supporting the submission of a grant application for the purchase of updated recruiting materials for the New Braunfels Police Department using a joint allocation of funding provided by the FY 2025 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation.

J) Approval of a resolution of the New Braunfels City Council authorizing the submission of an application for funding under the Motor Vehicle Crime Prevention Authority Fiscal Year 2027 SB 224 Catalytic Converter Grant Program; designating the City Manager or their designee as Authorized Official to act on behalf of the City in all matters related to the grant, including the execution of all required documentation; and designating Jace Hobbs, or his designee, as Program Director and Sandy Paulos, or her designee, as Financial Officer for the grant if awarded.

K) Approval of a resolution adopting the City of New Braunfels Arts & Culture Master Plan.

*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 first reading of an ordinance amending Chapter 138 of the City of New Braunfels Code of Ordinances, related to the New Braunfels Police Department's rotation list system for incident management tows and updating fees charged by tow companies to the vehicle owners.

M) Approval of the second and final reading of an ordinance, in accordance with adopted agreements with the property owner, to annex for limited purposes Lots 1, 2, and 900, Block 2, Mayfair - South Ransom Commercial Subdivision, consisting of approximately 10 acres.

N) Approval of a second and final reading of an ordinance updating Section 86-3, "Rules and Regulations for Control of Park and Recreation Areas" of the New Braunfels Code of Ordinances

authorizing the city manager to set operating hours for city parks facilities and park concessions.

**Approval of the Consent Agenda**

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

**Mayor Pro Tem Spradley made a motion to approve the consent agenda. Councilmember Ryan 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, requested by John Holler, to rezone approximately 1.5 acres out of the Baystone Subdivision, Lots 1 and 2, from R-2 AH (Single-Family and Two-Family Airport Hazard District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard District), currently addressed at 222 and 224 Alves Lane.

**Mayor Linnartz read the aforementioned item.**

**Matthew Simmont presented this item to council using a powerpoint presentation and answered questions.**

**The applicant, John Holler, and Norma Ballero addressed council and spoke on this item as well and answered questions.**

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

**Opposed:**
Councilmember Carter, and Councilmember Labowski

B) Public hearing and first reading of an ordinance, requested by Killen, Griffin & Farrimond, PLLC on behalf of Farmers Mutual Fire, Leslie Lammers and Tom Tumlinson, Melvin Nolte, Jr, Chad L. Nolte, Sandra J. Nolte, Comal Properties, LLC, and Qdream, LLC, to rezone approximately 2.112 acres out of City Blocks 2004, 2007, and 2014, from C-2 (General Business District), M-1 (Light Industrial District), and M-1 SUP (Light Industrial District with a Special Use Permit for an

STR) to MU-B SUP (High Intensity Mixed Use District with a Special Use Permit), currently addressed at 342, 352, & 353 East Bridge Street, 343 & 353 East Mill Street, 218, 232, 266, & 288 North Market Avenue, and 309 & 351 East San Antonio Street.

**Mayor Linnartz read the aforementioned item.**

**Mayor Linnartz recused himself from this item and left council chambers at 6:33pm.**

**Jordan Matney presented this item to council using a powerpoint presentation and answered questions.**

**A representative from Killen, Griffin & Farrimond, Ashley Farrimond, addressed council and presented using a powerpoint presentation and answered questions.**

**The following individuals spoke at this time: Merry Saegert, Julie King**

**Councilmember Capizzi motioned to approve this item with staff recommendations. Councilmember Labowski seconded the motion which passed.**

**Opposed:**
Councilmember Carter

**Recused:**
Mayor Linnartz

C) Public hearing and first reading of an ordinance, requested by Monica Mason, on behalf of Brett Baer, to rezone approximately 0.2 of an acre out of the City Block Subdivision 5068, Lot 5, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 226 North Liberty Avenue.

**Mayor Linnartz returned to the council chambers at 7:13 p.m.**

**Mayor Linnartz read the aforementioned item.**

**Christopher Looney presented this item to council using a powerpoint presentation. The applicant, Monica Mason, and Max Staurt addressed council and answered questions.**

**Mayor Linnartz read the aforementioned item. Councilmember**

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

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

**Mayor Linnartz read the aforementioned item.**

**Matthew Simmont presented this item to council using a powerpoint presentation. The applicant, Nicolas Vargas, addressed council and answered questions.**

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

**PRESENTATIONS:**

A) Second annual update on the City's 2024-2029 Strategic Plan.

**Mayor Linnartz read the aforementioned item.**

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

**The following individuals spoke at this time: Edward Rivera**

**No action was taken at this time.**

**3. EXECUTIVE SESSION**

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

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

a. Discuss Legal Options Relating to the Status of Real Estate

Negotiations to Secure Necessary Right-of-Way for the Kohlenberg Road Improvements Project:

i. a 1.034 Acre (45,040 square foot) tract of land and a 0.581 acre (25,301 square foot) temporary construction easement in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas, and being out of the remainder of the called 92.49 acre tract recorded in Document No. 200306025956 of the Official Public Records (O.P.R.) of Comal County, Texas (Comal County Parcel No. 71705).

ii. a 0.576 Acre (25,077 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas, and being out of the remainder of the called 92.49 acre tract recorded in Document No. 200306025956 of the Official Public Records (O.P.R.) of Comal County, Texas (Comal County Parcel No. 428468).

b. Cause No. 2025CV0719; City of New Braunfels v. Joe Henry Tays, Individually and as Independent Executor of the Estate of Frederick Frueholz, Jr. (Deceased)

B) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:

1. Texas State Technical College

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

**Item B of the aforementioned executive session items took place at 5:00 p.m. City council did not reconvene back into closed session.**

**No action was taken at this time.**

## ADJOURNMENT

Mayor Linnartz adjourned at 8:26 p.m.

**By**: _____
NEAL LINNARTZ, MAYOR

**Attest**:

_____
GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES**
**OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION**
**REGULAR MEETING OF MONDAY, APRIL 27, 2026**

## CALL TO ORDER

**Mayor Linnartz called the meeting to order at 5:00 p.m.**

## CALL OF ROLL: CITY SECRETARY

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

## 1. EXECUTIVE SESSIONS

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

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

a. Discuss Legal Options Relating to the Status of Real Estate Negotiations to Secure Necessary Right-of-Way for the Kohlenberg Road Improvements Project:
i. a 1.034 Acre (45,040 square foot) tract of land and a 0.581 acre (25,301 square foot) temporary construction easement in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas, and being out of the remainder of the called 92.49 acre tract recorded in Document No. 200306025956 of the Official Public Records (O.P.R.) of Comal County, Texas (Comal County Parcel No. 71705).
ii. a 0.576 Acre (25,077 square foot) tract of land in the A.M. Esnaurizar Survey No. 98, of Comal County, Texas, and being out of the remainder of the called 92.49 acre tract recorded in Document No. 200306025956 of the Official Public Records (O.P.R.) of Comal County, Texas (Comal County Parcel No. 428468).
b. Cause No. 2025CV0719; City of New Braunfels v. Joe Henry Tays, Individually and as Independent Executor of the Estate of Frederick

Frueholz, Jr. (Deceased)

B) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:
1. Texas State Technical College

**Mayor Linnartz read Item B of the aforementioned executive session items.**

**Mayor Linnartz adjourned into closed session at 5:01 p.m.**

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

**City Council did not reconvene back into open session.**

**No action was taken at this time.**

## ADJOURNMENT

Mayor Linnartz adjourned at 5:15 p.m.

**By**: _____
NEAL LINNARTZ, MAYOR

**Attest**:

_____
GAYLE WILKINSON, CITY SECRETARY

**PRESENTER:**
Scott McClelland, Assistant Transportation and Construction Services Director

**SUBJECT:**
Approval of a contract with Lonestar Civil for site cleanup and removal services for the Northwest Park primitive trails project, along with authorization for the City Manager to execute change orders up to the contingency amount.

**DEPARTMENT:** Transportation and Construction Services

**COUNCIL DISTRICTS IMPACTED:** 4

**BACKGROUND INFORMATION:**
In February 2024, the New Braunfels Economic Development Corporation approved an expenditure of $8 million for the purchase of two land parcels for the future Northwest Park (NW Park). In April 2024, the City of New Braunfels completed the acquisition of 130.49 acres of land for a future community park in the city's northwest quadrant. The newly acquired property was adjacent to 15.03 acres held by the New Braunfels Park Foundation and connecting to the Alligator Creek Trail project for a combined 145-acre facility. In December 2024, the City contracted with RVi Planning and Architects to produce the master plan and schematic design for the project. The master plan is expected to be completed and adopted later this summer; however, a timeline and funding for final design and construction have not yet been identified. The NBEDC, City Council, and residents have all expressed a strong desire to provide public access to the park so the community can enjoy the space while the master plan, design, and ultimately the construction of the final facility is completed.

Currently, the property remains closed to the public due to several safety concerns. To open the park for primitive trail use, staff identified several items that would need to be completed on-site, such as debris cleanup, small-structure removal, and barbed-wire fence removal. To allow public access, an access point needs to be built off Conrads Lane, and a parking area needs to be constructed. Finally, a staging yard needs to be established for park maintenance to maintain the accessible areas of the park.

On March 3, 2026, the city requested proposals through a cooperative agreement. However, due to the lack of responsive proposals, the city issued an invitation for a Competitive Sealed Proposal (CSP) on April 7th, and on April 21, 2026, the city received four qualified bids. City staff interviewed the two top-scoring vendors, with Lonestar Civil selected as the best value. Lonestar Civil submitted a bid of $174,300, which includes the debris removal, access and parking, and staging area described above. Staff recommends an owner contingency of 10% for a total construction cost of $191,730.

**ISSUE:**
Provide public access to the NW Park to allow the community to enjoy the space while the master plan, design, and construction of the final facility are completed.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☒Enhanced Connectivity ☒Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
This project will be funded by Quadrant 1 of the Park Development Fund. Sufficient funds are available to support this phase of the park.

**RECOMMENDATION:**
Approval of a contract with Lonestar Civil for construction services - $174,300 with an owner contingency of 10% for a total construction cost of $191,730 on the New Braunfels NW Park primitive trails project.

**PRESENTER:**
Ken Wilson, Parks and Recreation Director

**SUBJECT:**
Approval of a contract with Sportsman Solutions for sponsorship solicitation and agreements at the Zipp Family Sports Park.

**DEPARTMENT:** Parks and Recreation
**COUNCIL DISTRICTS IMPACTED:** All Districts

**BACKGROUND INFORMATION:**

With the anticipated opening of the Zipp Family Sports Park, the Parks and Recreation Department is focused on identifying sustainable funding sources to support both the continued development and long-term operation of the facility. One potential revenue source is the sale of sponsorship and naming rights for key facility components, including athletic fields, concession areas, scoreboards, and other amenities.

To support this effort, the City issued a Request for Proposals (RFP) seeking qualified firms to develop and secure naming rights and sponsorship opportunities for the Zipp Family Sports Park. In response, three proposals were received and evaluated by a five-member selection committee consisting of representatives from the Parks and Recreation and Communications Departments.

Based on the evaluation, Sportsman Solutions received the highest overall score in the areas of qualifications, demonstrated capabilities, and client references. In addition, Sportsman Solutions presented the best financial proposal for the City. As a result, staff recommends award of the contract to Sportsman Solutions.

The proposed agreement establishes a naming rights partnership designed to generate ongoing financial support for the Zipp Family Sports Park.

**ISSUE:**
The sale of sponsorships and naming rights creates a sustainable funding source to support both the continued development and long-term operation of the facility.

**STRATEGIC PLAN REFERENCE:**
☒Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☒Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**

This award will result in a revenue generating contract with Sportsman Solutions retaining a percentage of the commission of gross revenue depending on the type of lead the commission is generated from. Tier 1 (Cold

Leads) will pay 25% Commission of Gross Revenue, Tier 2 (Warm Leads) will pay 20% Commission of Gross Revenue. Warm leads are defined as those the Client provides to Sportsman.

**RECOMMENDATION:**

Staff recommends that City Council approve the naming rights and sponsorship agreement with Sportsman Solutions.

# Naming Rights and Sponsorships Consultancy Agreement

**PREPARED BY**
Jake Shandri
Managing Partner
Sportsman, L.C.
515-987-0806
jshandri@sportsmansolutions.com

- **Professional Services Agreement: Pages 2-7**
- **Exhibit A: Pages 8-11**
- **Exhibit B: Pages 12-14**
- **Approval: Page 15**

# NAMING RIGHTS AND SPONSORSHIPS FOR PROFESSIONAL SERVICES AGREEMENT

This Naming Rights and Sponsorship for Professional Services Agreement (the "Agreement") is made effective as of, _____, 2026, by and between the City of New Braunfels (referred to herein as "Client") and Sportsman, L.C. (referred to herein as "Sportsman"), an Iowa limited liability company doing business as "Sportsman Solutions".

**RECITALS**

A. Sportsman has extensive experience and knowledge with respect to corporate partnership sales and marketing, regarding a variety of sports and recreation facilities, events, and other properties as generally described on Exhibit A **(Naming Rights and Sponsorships Consulting and Management)**; and

B. Client desires to engage Sportsman to provide certain professional services associated with corporate sales representation, services and advice regarding sponsorships, and other marketing platforms with respect to Client, with specific emphasis on securing "major sponsorships."

**NOW, THEREFORE,** in consideration for the mutual covenants that are in this Agreement and referenced in the **EXHIBITS attached hereto,** the Parties hereby agree as follows:

**1. RELATIONSHIP OF PARTIES**

Sportsman is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to Sportsman, its business affairs and its performance of its duties under or pursuant to this Agreement. The relationship of Sportsman with the Client created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the Parties or to make Client liable for the debts or obligations of Sportsman. Sportsman agrees to execute and provide to Client an Affidavit of Exempt Status and Exempt Status Fact Sheet with a fully-executed copy of this Agreement.

**2. SCOPE OF SERVICES, TERM & COMPENSATION**
Client hereby engages Sportsman, and Sportsman shall provide the services outlined in the EXHIBITS attached hereto for the benefit of Client during the term of this Agreement. The term of this Agreement and compensation provided to Sportsman by Client will be that which is outlined and mutually agreed upon in **EXHIBIT B**. Sportsman will pay and be responsible for payment of any applicable income taxes related to the services provided.

**3. REQUIREMENTS**
Without in any way limiting any other term or provision of this Agreement or any obligation of Sportsman hereunder, Sportsman shall:

Adhere to all laws, policies, rules, and regulations applicable to the services to be provided by Sportsman pursuant to this Agreement.

Have no right or power to enter any agreement in the name of or on behalf of Client, or to otherwise obligate Client in any manner, without the prior written consent and approval of Client, in its sole discretion.

**4. INDEMNIFICATION**
Sportsman shall indemnify, defend and forever save and hold harmless Client, its principals, shareholders, managers, members, partners, officers, directors, contractors, agents, elected officials and employees (sometimes collectively referred to herein as the "Client Indemnitees" and individually as a “Client Indemnitee”), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of Client Indemnitees may suffer or incur arising out of a breach by Sportsman of its obligations pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement. To the extent permitted by the Constitution and laws of the State of Texas, and without waiver of Client’s sovereign immunity rights, Client shall indemnify, defend and forever save and hold harmless Sportsman, its principals, shareholders, members, partners, officers, directors and employees (sometimes collectively referred to herein as the "Sportsman’s Indemnitees" and individually as a “Sportsman Indemnitee”), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of Sportsman’s Indemnitees may suffer or incur arising out of a breach by Client of its obligations pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

**5. TERM.**

The term of this Agreement shall be identified in **EXHIBIT B**, unless earlier terminated due to material, uncured breach, as provided herein. In the event Sportsman or any employee of Sportsman performing services on behalf of Sportsman for the benefit of Client materially breaches this Agreement, and such breach remains uncured after thirty (30) days as provided herein, Client will have the right to terminate this Agreement in addition to other rights or remedies which Client may have under this Agreement, or at law or in equity. In the event Client or any employee materially breaches this Agreement, and such breach remains uncured after thirty (30) days as provided herein, Sportsman will have the right to terminate this Agreement in addition to other rights or remedies which Sportsman may have under this Agreement, or at law or in equity. A party will not be in breach hereof unless such party has first been notified in writing by the other party of the alleged breach and the notified party has failed to cure the alleged breach within thirty (30) days following delivery of such notice.

**6. INTELLECTUAL PROPERTY**

Sportsman agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights of Client or Client's affiliated businesses in Client's trademarks, service marks, copyrights or other intellectual property rights (the "Client Trademarks") to Sportsman, (b) ownership of all such Client Trademarks shall remain the property of Client or its affiliates, as the case may be, and (c) Sportsman will not use any Client Trademarks under any circumstances without the prior consent of Client, which consent Client may withhold in its sole and absolute discretion.

As between Sportsman and Client, Client shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the Services prepared by Sportsman produced in the performance of the Service as described in this Agreement including, without limitation, any business plans prepared by Sportsman for the benefit of Client (collectively, the "Documents and Reports"). All Documents and Reports prepared by Sportsman specifically for and relating to the Services provided to Client shall be for Client's exclusive use and re use at any time without further compensation to Sportsman. Any restrictions imposed by third parties, such as rights fees payable for use of images in photographs, etc., shall be immediately disclosed to Client. Sportsman shall retain no ownership, interest, or title in the Documents and Reports. Sportsman shall not use any Documents and Reports for marketing purposes without the prior written consent of Client, which consent may be withheld in Client's sole discretion. For the avoidance of doubt, Sportsman shall not be prohibited from providing naming rights, sponsorships, consultancy, and related services to third parties.

**7. CONFIDENTIAL INFORMATION**
During the term of this Agreement, either Party (a "Receiving Party") may gain access or be exposed to certain confidential and proprietary information relating to the business of the other Party (the "Disclosing Party") or its affiliates. Receiving Party Agrees that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of the Disclosing Party, which consent may be withheld by Disclosing Party in its sole and absolute discretion.

**8. WAIVER**
No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

**9. SEVERABILITY**
If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

**10. OTHER ASSURANCES**
The Parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

**11. LIMITATION ON DAMAGES**
Sportsman, its members, principals, directors, officers, employees, and affiliates shall not be liable to Client for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by Client to Sportsman for its services. In no event shall Sportsman, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of this section shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement. The Client, its members, principals, directors, employees, and affiliates shall not be liable to Sportsman for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Client to Sportsman for its services. In no event shall the Client, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of this section shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement.

**12. SPONSORSHIP LIABILITY**
Client recognizes and agrees that there exists no pre-established market rate for sponsorship opportunities. Client agrees that Sportsman has not promised to secure a specific amount of funding or meet any client performas. Sportsman will be under no strict timeline for its services while going to market to seek or secure sponsorship opportunities. Presented terms to all sponsor/donor prospects for all sponsorship agreements for the facilities shall be in the sole discretion of Sportsman. Client will have sole right on execution of all sponsorship agreements. In the event there is failure by Client to execute any marketing/advertising portion of an agreement or other facility development for which Client is responsible, Sportsman will not be liable to return any commissions or other fees to any sponsors who participated in or contributed to the project. Client will be solely responsible for returning any such funds. Sportsman disclaims all liability relating to the operations of the sports and recreation facilities. Client accepts all liability related to project on Sportsman's behalf.

**13. COOPERATION**
Client shall cooperate with Sportsman in connection with the performance of its services hereunder, including providing Sportsman with reasonable and timely access to Client's information, data, and personnel.

**14. SURVIVAL**
All rights and obligations of the Parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**15. FORCE MAJEURE**
Sportsman shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

**16. COUNTERPARTS**
This Agreement may be executed in counterparts, or by facsimile or electronic mail (email) counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same Agreement.

**17. CONSENT AND GOOD FAITH DEALINGS**
The Parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless other indicated specifically in this Agreement, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

**18. DELIVERABLES**
Upon termination of this Agreement, Sportsman shall deliver all records, notes, and data of any nature that are in Sportsman possession or under Sportsman's control and that are Client's property or relate to Client's business. Client will be responsible for all sponsorship fulfillment thereafter.

**19. GOVERNING LAW**
This Agreement shall be governed by, construed, and enforced in accordance with the substantive and procedure laws of the State of Texas, without regard to conflicts of law principles. The Parties consent to personal and subject matter jurisdiction to any Court located in the State of Iowa. If you agree with the details outlined in this agreement, please indicate by signing this document in the space provided below and return it to Sportsman. This Agreement represents the entire agreement between the Parties and may only be modified or amended if the amendment is made in writing and is signed by both Parties.

# EXHIBIT A
## Naming Rights, Sponsorship Consulting and Management

## EXECUTIVE SUMMARY

The City of New Braunfels seeks a third-party consultant to evaluate and secure supplemental funding and private revenue streams for its sports and recreation facilities in Texas via Naming Rights and Sponsorships. Sportsman is a multidimensional service provider experienced in providing Naming Rights and Sponsorships development and acting as a consultant to serve as a catalyst in subsidizing project expenditures by way of strategically maximizing revenue associated with corporate partnerships.

Naming Rights and Sponsorships benefits packages may include, as mutually agreed by the Parties, exterior and on-site exposure, media coverage, digital assets, hospitality, and a host of other opportunities traditional marketing channels cannot provide, generally described in the "Evaluation", "Platform Development" and "Sales Execution" provisions as follows:

**EVALUATION**

EXAMINATION OF THE LOCAL MARKET

- Assessment of the competitive landscape
- Assessment of the cooperative landscape

REVIEW OF FACILITIES

- Sportsman will analyze the facilities to identify and review key assets, including any existing sold and unsold inventory (if applicable).
- Sportsman will typically separate and catalogue these assets as different key categories.

*Naming Rights *Shared Sponsorship *Primary Partner *Sponsorships
*Iconic Landmarks *Permanent Signage *Digital Signage *Intellectual Property
*Category Exclusivity *Hospitality *Print *Database Marketing *Website Exposure

IDENTIFICATION OF NEW ASSETS

- Analyze viability of traditional inventory associated with naming rights and sponsorships
- Creatively develop and unlock opportunities associated with non-traditional assets
- Evaluate marketability of all assets to determine revenue potential
- Analyze traditional and creative assets for hospitality
- Goal is to generate significant incremental revenue

Sportsman shall seek sponsorship opportunities for Client to provide the following described benefits:

QUANTITATIVE BENEFITS

*Website Exposure: Sponsor ID on official property website. Includes corporate logos, links to sponsor website, banner ads and sponsor videos. Sportsman values website exposure based on total unique visitors to a property website.

*On-Site Signage: Refers to sponsor ID on static signage, such as LED or video boards, wayfinding signage, banners along concourses and iconic landmarks. Sportsman values onsite signage based on quality and quantity of impressions, as well as signage location, size and quantities.

*Activation & Promotional Opportunities – Sponsorships: Refers to assets that are typically used to activate a sponsorship, such as new technology, emerging media, interactive displays, product sampling, and promotional giveaways.

RATING OF QUALITATIVE BENEFITS

- Prestige Factor-Loyalty: Refers to the brand equity that the property has built up. The more prestige a property possesses, the more likely sponsors will seek to associate with it and clients will retain spending onsite. Also refers to the affinity that a property's audience has for the property. When a property possesses a high degree of audience loyalty, sponsors believe that loyalty will rub off on their brand through the association. When a property possesses a high degree of audience loyalty, sales generally benefit from positive interactions with Client.
- Sponsor Protection and Ease of Activation: Refers to the protection a sponsor receives against ambush marketing, the degree to which sponsor clutter is minimized at the property, and whether the sponsor enjoys category exclusivity as part of its sponsorship package. Not selling sponsor benefits á la carte, keeping the property as clean and clutterfree as possible, and offering the sponsor category exclusivity constitute a high degree of protection. Also refers to the ease in which sponsors can promote and activate their sponsorships. For instance, a telecommunications company is presented with a natural opportunity to engage the audience and activate an arena sponsorship by providing free Wi-Fi hotspots for guests.
- Track Record: Refers to the property and/or Client's history in both fulfilling sponsors and renewing sponsorship deals. Properties that provide a high level of service and consistently overdeliver for sponsors are more likely to have higher renewal rates, therefore increasing the desirability and the value of the sponsorship.

ESTABLISHMENT OF ASSET PRICING

- Compare fair market value calculations versus “real-world” sales experience and intimacy within the market and familiarity of the business landscape.
- Review and alignment of pricing with Client’s leadership team.
- Fair market value baseline for conservative and aggressive scenarios.
- Impact of negotiation on final pricing.
- Include (if applicable) realistic sales projections for year 1 and beyond.

CALCULATION OF FAIR MARKET VALUE

- Measurement of quantitative benefits
- Rating of qualitative benefits
- Comparable properties
- Profile of demographic and socioeconomic indicators
- Assessment of geographic reach

**PLATFORM DEVELOPMENT**

BUILDING OF NAMING RIGHTS/SPONSORSHIP PLATFORMS

Key Objectives

- Enhance the venue
- Improve the guest/visitor experience
- Successfully meet the objectives of the sponsor
- Maximize sponsorship revenue/Deliver ROI to the sponsor

Structure

- Discuss overall sponsorship philosophy for the property (i.e. clutterfree)
- Assessment of a multi-tiered sponsorship platform
- Development and defining of a “Signature Partner” type concept
- Create variety and competition free environment inside the facilities
- Create new assets/new products/new opportunities
- Active - Interaction with Client base

**SALES EXECUTION**

DEVELOPMENT OF PROSPECT DATABASE

- Develop approach strategy for incumbent corporate partners
- Identify and tier qualified local and regional prospects
- Assess specific sponsorship opportunities unique to the property
- Utilize knowledge of marketing initiatives to strategically rank and tier categories and appropriate candidates

EXECUTION OF SPONSORSHIP SALES

- Extensive prospecting and research
- Arrange initial needs analysis meetings to gain understanding of prospect
- Creation of customized presentations and proposals
- Negotiations management and contract execution
- Provide sales pipeline reports on a mutually determined schedule

NEGOTIATION PROCESS

- Follow up on all proposals to review and overcome objections
- Define the decision-making process and timeline
- Identify opportunities to restructure proposals as needed
- Once partnership is finalized, draft agreements and manage contract execution

# EXHIBIT B
## SCOPE, TERMS, & PROFESSIONAL FEES

**SCOPE OF WORK**

- Sportsman shall have the exclusive right to identify, pursue, and secure sponsorship, naming rights, advertising, and related funding opportunities for the facilities. This right expressly includes situations where a foundation, corporation, or other entity labels its contribution as a “grant” or other form of funding. If the contribution is initially pitched or discussed as a sponsorship, naming rights, or advertising opportunity, or provides public recognition, branding, or acknowledgment in any form, then such funding shall be deemed sponsorship revenue under this Agreement. In all such cases, Sportsman shall be entitled to compensation in accordance with the commission structure outlined herein, regardless of how the contribution is ultimately characterized.

PHASE I: PLANNING

- Sportsman will send Client's designated contact(s) as identified herein, via e-mail, a checklist requesting a variety of items needed to effectively gain an understanding of the current and future elements of the facilities for planning purposes.

PHASE II: EVALUATION

- Sportsman will work with the designated contact(s) and other agreed parties to review the checklist and address all other relevant topics. Such correspondence will be pertinent and critical to work/timing associated with all future phases of the project. Thereafter, Sportsman will perform the services previously outlined in the “Evaluation” section of "EXHIBIT A".

PHASE III: SALES EXECUTION

- Upon completing Phases 1-2 and providing all results to the designated contact and other agreed individuals, Sportsman shall seek and, in its discretion, secure naming rights and sponsorship sales on behalf of Client for the facilities upon such terms as Sportsman determines, including the services previously detailed within the "Sales Execution" portion of this presentation, which include but aren't limited to:
- Development of a prospect database
- Turnkey sales execution
- Management of the negotiation process

TERMS & PROFESSIONAL FEES

Term shall commence on the date of signing.
The Term of this Agreement shall be through September 30th, 2027. There will be an option to renew for four (4) additional terms of one (1) year.

- Sportsman retains the sole right to find and secure sponsorship opportunities for the facilities during the Term of this Agreement. In addition, Sportsman retains the sole right to renew sponsorships secured by Sportsman, renegotiate the terms of existing sponsorships and find new sponsors if past sponsors decline further participation after the initial term for the life of the facilities. After the Term of this Agreement, this would include but not limited to those with whom Sportsman had prior discussions, made contact with or negotiated sponsorship agreement terms. After the term of this agreement, Client will have the right to enter into any sponsorship agreement without commission due to Sportsman with any party of which Sportsman did not contact or enter into negotiations with.

- The commission rate due to Sportsman for each sponsorship opportunity, whether secured during, or after the Term of this Agreement will be the commission rate described below and applied at all renewal and renegotiation periods for all sponsorship contracts secured by Sportsman. Both parties agree to a mutual out clause where either party may terminate the agreement for any reason at all given 30 days written notice. During the Term of this Agreement and any applicable notice period following delivery of a termination notice, Sportsman's rights, authority, exclusivity, and scope of services under this Agreement shall remain in full force and effect and shall continue uninterrupted unless otherwise mutually agreed in writing by the Parties. During the Term and any notice period, Sportsman's rights and performance shall continue uninterrupted and shall not be suspended or restricted except by mutual written agreement of the Parties. Upon termination of this Agreement, all commissions contractually due to Sportsman will remain due per the agreed payment schedule. Upon termination of this Agreement, all rights to sponsorship renewal, renegotiation of terms of sponsorship contract will be honored. The agreed payment schedule for each secured sponsorship for the facilities, Sportsman and Client shall share gross revenue as follows:

| TIERS | COMMISSION OF GROSS REVENUE | DESCRIPTION |
|---|---|---|
| **Tier 1: Cold Leads** | **25% due to Sportsman 75% due to Client** | **Sportsman reaches out to potential sponsor on their own** |
| **Tier 2: Warm Leads** | **20% due to Sportsman 80% due to Client** | **Client provides Sportsman with an introduction to potential sponsor** |

- Sportsman and Client shall each receive the agreed upon percentages based on total gross revenues received by Sportsman for any naming rights or sponsorships secured for the facilities. For purposes of this Agreement, “gross revenue” shall be calculated as gross revenue received from third parties for the sale of naming rights and sponsorship opportunities relating to the sports and recreation facilities.
- The percentages of gross revenue will be paid to Sportsman by Client within thirty (30) business days after client has received payment from a sponsor.
- Client understands the obligation to share the applicable percentage of gross revenue with Sportsman as outlined herein applies to every sponsor, partner or general donor contacted, solicited and secured by Sportsman for the facilities. Sportsman will not be awarded commission on sponsorships already acquired by Client.
- Client understands and agrees that the obligation to share Gross revenue with Sportsman as described herein extends beyond the expiration of agreement. For example, if a 10year/$100,000 partner was secured by Sportsman with a payment schedule of $10,000/year, Sportsman and Client would each receive the above described percentage Gross revenue each year for 10-years.
- Gross revenue payments will be paid over the life of such agreements, unless otherwise indicated and mutually agreed upon (i.e. lump sum payout).
- Sportsman shall invoice Client and Client shall pay Sportsman within thirty (30) business days an amount equal to the agreed upon commission of the value of any “in-kind” or “trade” partnerships secured by Sportsman based on the dollar value associated with the trade. All In-kind trades will be first approved by designee of Client.
- Unless otherwise agreed by the Parties, Client is responsible for providing Sportsman with digital and printed materials needed to successfully execute this project as identified by Sportsman. Client represents and warrants that all materials submitted to Sportsman do not and shall not during the term of this Agreement infringe upon any third-party intellectual property rights.
- Sportsman shall obtain Client’s written consent prior to securing any sponsorship/naming rights with any third party that Sportsman, in its reasonable discretion, considers non commercial, controversial, politically or sexually oriented or generally outside of the scope of family friendly activities that the Parties anticipate will be conducted at the facilities.
- Client acknowledges that Sportsman serves as the exclusive representative for all sponsorship, naming rights, gifts in exchange for recognition, advertising, and related funding opportunities covered by this Agreement. Client shall not circumvent or exclude Sportsman by working directly with any sponsor, donor, or funding partner for opportunities within the scope of this Agreement. If any prospective sponsor, donor, or funding partner approaches Client directly regarding any opportunities to partner with Client, Client shall immediately refer the party to Sportsman and shall not engage in independent discussions or negotiations. Any pre-existing relationships prior to the effective date of this Agreement shall be considered null and void for purposes of this sponsorship program.
- If any sponsor, donor, or funding partner elects to work directly with Client without Sportsman’s active involvement or participation in the negotiation and execution of the agreement, Client agrees that such arrangement shall nevertheless be deemed secured by Sportsman regardless if the arrangement is initiated by the Client or Sportsman. Accordingly, all compensation and commission owed to Sportsman under this Agreement shall remain fully enforceable and payable, consistent with the commission-only structure designed to protect Sportsman’s role.

# AGREEMENT APPROVAL

**Client:** City of New Braunfels, Texas

**Name:**

**Title:**

**Signature:**

**Date:**

**Name of Designated Contact:**

**Email Address of Designated Contact:**

**Sportsman:** SPORTSMAN L.C.

**Name:**

**Title:**

**Signature:**

**Date:**

SPORTSMAN SOLUTIONS

# WE LOOK FORWARD TO PARTNERING WITH YOU




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**JACOB GOYKE**
Partnership Services Coordinator

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jacob@sportsmansolutions.com

**PRESENTER:**
John Cox, Streets and Drainage Manager

**SUBJECT:**
Approval of annual contracts with DD Concrete, E-Z Bell Construction, LLC and HJD Capital Electric, Inc. to provide road construction work on an as needed basis.

**DEPARTMENT:** Citywide

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**
The City issued a Competitive Sealed Proposal and on March 16th received three responses for road construction work on an as-needed basis. This bid contains line-item pricing for various concrete work, such as flat work, sidewalks, ramps, Structural concrete reinforcement, curb and gutter, and other related work.

City staff evaluated the proposals and determined best value for the City. Award criteria considered were costs, competence and qualifications and experience performing similar services. These contracts are requirements type contracts and tasks will be ordered from the respective contractor as needed. This allows the Streets Division, Transportation & Capital Improvements and other City Departments to efficiently access these contracts for completing improvements within the city.

These contracts will be utilized to support annual street repairs and enhancements within the General Fund as well as citywide street improvements within the Capital Projects. There are other opportunities for other City departments, such as Parks, to use for related projects. Therefore, the estimated annual expenditures stemming from these contracts are set at an amount not-to-exceed $4 million. The contract term will be May 2026 through September 30, 2030.

**ISSUE:**
Maintain Fiscal stability of city operations and continue an ongoing program of infrastructure construction and maintenance.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☒Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A

**FISCAL IMPACT:**
Funding has been incorporated into the appropriate adopted budgets of the Public Works Department and the Capital Projects Funds for continued support of these services. Therefore, sufficient funds are available to support the contract described above.

**RECOMMENDATION:**
Staff recommends approval of annual contracts with DD Concrete, E-Z Bell Construction, LLC and HJD Capital Electric, Inc. to provide road construction work on an as needed basis.

**PRESENTER:**
Gayle Wilkinson, City Secretary

**SUBJECT:**
Approval of the appointment of Larry Guerra to the Tax Increment Reinvestment Zone #1 (TIRZ #1) for the unexpired Comal Independent School District Representative seat with a term ending 11-30-2028.
**DEPARTMENT:** City Secretary
**COUNCIL DISTRICTS IMPACTED:** 4 and 5

**BACKGROUND INFORMATION:**
The Reinvestment Zone No. 1 - Creekside TIRZ Board makes recommendations to Council concerning the administration of the Zone, prepares and adopts a project plan and reinvestment financing plan for the Zone and implements project plan and financing plan with power to employ consultants, subject to Council approval. This board also serves as the New Braunfels Development Authority as needed.

This board shall consist of seven members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any other taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. If more than two taxing units (other than the City) levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit ( other than the City) above two that appoints a director to the board; provided, if more than four taxing units ( other than the City) levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15).

Larry Guerra is recommended to city council to fill the unexpired seat (expiring November 30, 2026.) for the Comal Independent School District Representative with a term being extended to November 30, 2028.

**ISSUE:**
N/A

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A

**FISCAL IMPACT:**
No fiscal Impact.

**RECOMMENDATION:**
Staff recommends the appointment of one (1) individual with an extended term ending November 30, 2028.

**PRESENTER:**
Jeff Jewell, Economic and Community Development Director

**SUBJECT:**
Approval of a resolution giving consent to the issuance of Contract Revenue Bonds (Water, Sewer, and Drainage Facilities), Series 2026, by Comal County Water Improvement District No. 3 Master District.

**DEPARTMENT:** Economic and Community Development

**COUNCIL DISTRICTS IMPACTED:** N/A

**BACKGROUND INFORMATION:**
The Development Agreement ("DA") between the City of New Braunfels and Southstar at Mayfair, LP ("Southstar") authorizes up to $620 million in debt for eligible, designated purposes. Comal County Water Improvement District No. 3 Master District ("WID 3M") will market and intends to sell $13.9 million in Contract Revenue Bonds (Water, Sewer, and Drainage Facilities) to provide reimbursements to the developer for water, sewer, and drainage facilities to serve WID 3M's Service Area, which encompasses all of Mayfair. The bonds will be paid for by contract tax revenues from the Participant WIDs located within WID 3M's Service Area, pursuant to regional facilities contracts between WID 3M and each Participant. At this time, the only Participant is Comal County Water Improvement District No. 3A ("WID 3A"), although it is anticipated to include WID 3B as a future Participant. Under the regional facilities contract, each Participant agrees to levy and collect a contract tax in an amount sufficient to pay debt service on WID 3M's bonds and allocated in proportion to each Participants assessed valuation for any given tax year.

WID 3A's 2025 taxable value is over $85 million, and WID 3A levied a total tax rate in 2025 of $0.95 per $100 assessed Valuation. A March 1, 2026, estimate of value has been requested to be provided by the Comal County Appraisal District, and it is anticipated that the estimate of value will show a significant increase in assessed valuation due to ongoing development activity.

WID 3A previously sold its first series of bonds in 2025, in the total amount of $5 million. Based on the preliminary feasibility of the debt issuance by WID 3M, together with WID 3A's own outstanding debt service, WID 3A does not expect a change in the total tax rate paid by Mayfair property owners within WID 3A.

WID 3M has never issued bonds or other indebtedness. The Texas Commission on Environmental Quality (TCEQ) generally approves bonds proposed to be issued by water districts, and such approval is a condition precedent to the sale of bonds by WID 3M. WID 3M must comply with all administrative regulations of TCEQ pertaining to water districts, and future bonds of WID 3M pertaining to water, sewer, or drainage infrastructure will be subject to the TCEQ's continuing jurisdiction and approval process. All bonds issued by water districts, including WID 3M, are also required to be reviewed and approved by the Attorney General of the State of

Texas.

The anticipated value of the area within WID 3M's service area, including WID 3A, is expected to continue to grow considerably and no increase in taxable value from January 1, 2025 (which is the most recent certified taxable value, as January 1, 2026, values are not yet certified), is required for issuance of these bonds.

**ISSUE:**
The issuance of bonds secured by property tax revenue within Comal Co. WID 3A.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☒N/A

**FISCAL IMPACT:**
No fiscal impact to the City of New Braunfels because the bonds are secured by contract tax revenue paid from property owners to Participant WIDs within the service area of WID 3M.

**RECOMMENDATION:**
Staff recommends approval of the Resolution.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, GIVING CONSENT TO THE ISSUANCE OF CONTRACT TAX REVENUE BONDS (WATER, SEWER, AND DRAIANGE FACILITIES) BY COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3 MASTER DISTRICT.**

**WHEREAS**, the City of New Braunfels, Texas ("City") is a Texas municipal corporation as defined by the Texas Local Government Code; and

**WHEREAS**, Comal County Water Improvement District No. 3 Master District ("WID 3M") is a water district created under Article XVI, Section 59 of the Texas Constitution and by order of division adopted by Comal County Water Improvement District No. 3, and is operating pursuant to Chapters 49 and 54 of the Texas Water Code and located within the extraterritorial jurisdiction of the City; and

**WHEREAS**, WID 3M desires to proceed with the issuance of the Comal County Water Improvement District No. 3 Master District Contract Tax Revenue Bonds (Water, Sewer, and Drainage Facilities), Series 2026 ("3M WSD Bonds"), in the amount of $13,900,000; and

**WHEREAS**, WID 3M desires that the City give its written consent to the issuance of the 3M WSD Bonds pursuant to that certain First Amended and Restated Development Agreement between the City and Southstar at Mayfair, LP, dated as of May 6, 2024 ("Development Agreement"); and

**WHEREAS**, WID 3M has provided to the City information summarizing the proposed issuance of the Bond as required under the Development Agreement requesting consent to and approval of the issuance of the 3M WSD Bonds by WID 3M on terms not exceeding the specified par amounts and maturity schedules listed in **Exhibit A**, and at such call and redemption dates as reflected therein.

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

**SECTION 1**. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2**. That the City Council of the City hereby specifically gives its written consent to and approval of WID 3M's issuance of the 3M WSD Bonds. WID 3M covenants to make payments in support of such 3M WSD Bonds not exceeding the specified par amounts, maturity schedules, call and redemption dates as reflected in **Exhibit A**.

[signature page follows]

**PASSED AND APPROVED** by the City Council of the City of New Braunfels, Texas on this day _____, 2025.

_____
NEAL LINNARTZ, Mayor
City of New Braunfels, Texas

ATTEST:

_____
GAYLE WILKINSON, City Secretary
City of New Braunfels, Texas

**Exhibit A**

| Maturity (December 1) | Principal Amount | Interest Rate | Maturity (December 1) | Principal Amount | Interest Rate |
|---|---|---|---|---|---|
| 2027 | $ 310,000 | _____% | 2039 (a) | $ 560,000 | _____% |
| 2028 | 325,000 | _____% | 2040 (a) | 590,000 | _____% |
| 2029 | 345,000 | _____% | 2041 (a) | 620,000 | _____% |
| 2030 | 360,000 | _____% | 2042 (a) | 650,000 | _____% |
| 2031 | 380,000 | _____% | 2043 (a) | 680,000 | _____% |
| 2032 (a) | 400,000 | _____% | 2044 (a) | 715,000 | _____% |
| 2033 (a) | 420,000 | _____% | 2045 (a) | 750,000 | _____% |
| 2034 (a) | 440,000 | _____% | 2046 (a) | 790,000 | _____% |
| 2035 (a) | 460,000 | _____% | 2047 (a) | 830,000 | _____% |
| 2036 (a) | 485,000 | _____% | 2048 (a) | 870,000 | _____% |
| 2037 (a) | 510,000 | _____% | 2049 (a) | 915,000 | _____% |
| 2038 (a) | 535,000 | _____% | 2050 (a) | 960,000 | _____% |

(a) The Bonds maturing on December 1, 2032, and thereafter, shall be subject to redemption and payment at the option of the District, in whole or from time to time in part on December 1, 2031, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AN ORDER APPROVING AN ENGINEERING PROJECT
AND THE ISSUANCE OF $13,900,000 IN
CONTRACT REVENUE BONDS FOR
COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3 MASTER DISTRICT

An application by Comal County Master Water Improvement District No. 3 Master District (the "District") was presented to the Executive Director of the Texas Commission on Environmental Quality (TCEQ) for consideration of approval pursuant to TEX. WATER CODE §§ 5.122 and 49.181. The District requests approval of an engineering project and the issuance of $13,900,000 in contract revenue bonds to finance: Mayfair Sector 1- Roadways - W, WW & D; Mayfair - Guthrie Trail Phase 2– W, WW & D; Mayfair Sector 1- Permanent Stormwater Facility; and Mayfair – Maytown Drive - W, WW & D. The TCEQ has jurisdiction to consider this matter, and the following Findings of Fact and Conclusions of Law are appropriate after examining the application and supporting documentation.

## FINDINGS OF FACT

1. The District filed an application with the TCEQ on February 4, 2026 for approval of a proposed engineering project and the issuance of $13,900,000 in bonds.

2. The Executive Director has investigated the District.

3. The application and accompanying documents have been examined. The project site was visited by a member of the Districts Section on March 31, 2026, and a memorandum was prepared on the project dated April 29, 2026, a copy of which is attached and made a part hereof.

4. The District's project and issuance of $13,900,000 in bonds at a maximum net effective interest rate of 5.44% to finance the project should be approved.

5. The request for approval to reimburse developer interest for a period of more than two years should be granted in accordance with 30 TEX. ADMIN. CODE Section 293.50(b).

6. The District should be directed not to purchase facilities or assume facility contracts from the developer until either (a) the District's engineer has inspected the project, and provided a written report to the District and a copy to the TCEQ's Districts Section with no deficiencies noted, for which approval is valid for 120 days from the date of this Order; or, if the engineer's report indicates deficiencies after 120 days from the date of this Order, (b) the TCEQ's Districts Section has received a request from the District and a written report from the District's engineer indicating no deficiencies, and given written authorization to finalize the purchase or assumption; either one in accordance with 30 TEXAS ADMIN. CODE § 293.69.

7. The District's Board of Directors should be directed to review to its satisfaction the detailed calculations of the developer's interest to ensure that the costs are authorized District expenditures and in accordance with 30 TEX. ADMIN. CODE § 293.50 before reimbursement to the developer is made.

8. The District should be advised that the legal, fiscal agent, and engineering fees have not been evaluated to determine whether these fees are reasonable or competitive. These fees are included as presented in the engineering report.

9. The District should be directed that any surplus bond proceeds resulting from the sale of bonds at a lower interest rate than that proposed shall be shown as a contingency line item in the Official Statement and the use of such funds shall be subject to approval pursuant to TCEQ rules on surplus funds.

CONCLUSIONS OF LAW

1. The TCEQ has jurisdiction to consider the engineering report and bond application pursuant to TEX. WATER CODE § 49.181.

2. The Executive Director has investigated the District, and the TCEQ has found it legally organized and feasible.

3. The Districts Section's memorandum dated April 29, 2026, on this engineering project and bond issue should be adopted as the written TCEQ project report in compliance with TEX. WATER CODE § 49.181(d).

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that the Districts Section's memorandum dated April 29, 2026, on this engineering project and bond issue is adopted as the written TCEQ project report. Pursuant to TEX. WATER CODE § 49.181, the engineering project for Comal County Master Water Improvement District No. 3 Master District is hereby approved together with the issuance of $13,900,000 in unlimited contract revenue bonds at a maximum net effective interest rate of 5.44%. The request for approval to reimburse developer interest for a period of more than two years is granted in accordance with 30 TEX. ADMIN. CODE § 293.50(b). The District should be directed not to purchase facilities or assume facility contracts from the developer until either (a) the District's engineer has inspected the project, and provided a written report to the District and a copy to the TCEQ's Districts Section with no deficiencies noted, for which approval is valid for 120 days from the date of this Order; or, if the engineer's report indicates deficiencies after 120 days from the date of this Order, (b) the TCEQ's Districts Section has received a request from the District and a written report from the District's engineer indicating no deficiencies, and given written authorization to finalize the purchase or assumption; either one in accordance with 30 TEXAS ADMIN. CODE § 293.69. The District's Board of Directors is directed to review to its satisfaction the detailed calculations of the developer's interest to ensure that the costs are authorized District expenditures and in accordance with 30 TEX. ADMIN. CODE § 293.50 before reimbursement to the developer is made. The District is advised that the legal, fiscal agent, and engineering fees have not been evaluated to determine whether these fees are reasonable or competitive. These fees are included as presented in the engineering report. The District is directed that any surplus bond proceeds resulting from the sale of bonds at a lower interest rate than that proposed shall be shown as a contingency line item in the Official Statement and the use of such funds shall be subject to approval pursuant to TCEQ rules on surplus funds. The approval of the sale of these bonds herein shall be valid for one year from the date of this Order unless extended by written authorization from the TCEQ.

BE IT FURTHER ORDERED that pursuant to TEX. WATER CODE § 5.701, the District shall pay to the TCEQ 0.25% of the principal amount of bonds actually issued not later than the seventh (7th) business day after receipt of the bond proceeds. The fees shall be paid by check payable to the Texas Commission on Environmental Quality.

BE IT FURTHER ORDERED that to enable the TCEQ to carry out the responsibilities imposed by TEX. WATER CODE §§ 49.181–182, the District shall (1) furnish the TCEQ copies of all bond issue project construction documentation outlined under 30 TEX. ADMIN. CODE § 293.62, including detailed progress reports and as-built plans required by TEX. WATER CODE § 49.277(b), that has not already been submitted; (2) notify the TCEQ and obtain approval of the TCEQ for any substantial alterations in the engineering project approved herein before making such alterations; and (3) ensure, as required by TEX. WATER CODE § 49.277(b), that all construction financed with the proceeds from the sale of bonds is completed by the construction contractor according to the plans and specifications contracted.

BE IT FURTHER ORDERED that failure of said District to comply with all applicable laws and with provisions of this Order shall subject the District and its directors to all penalties that are provided by law and shall further be considered by the TCEQ as grounds for refusal to approve other bonds of the District.

The Chief Clerk of the TCEQ is directed to forward the District a copy of this Order.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: DRAFT

_____

For the Commission

Agenda Item No. G)

**PRESENTER:**
Katie Totman, Historic Preservation Officer
**SUBJECT:**
Approval of a resolution in support of obtaining National Register of Historic Places designation for the Dittlinger Family Residential Historic District, including 372 Magazine Avenue and 581 West Coll Street.
**DEPARTMENT:** Neighborhood & Community Planning

**COUNCIL DISTRICTS IMPACTED:** 5

**BACKGROUND INFORMATION:**
As a Certified Local Government (CLG), the City of New Braunfels is required to provide a recommendation on any National Register nominations within the city limits. A letter was received from the Texas Historical Commission on March 18, 2026, stating that 372 Magazine Avenue and 581 West Coll Street have been nominated for the National Register of Historic Places. Both properties are part of the locally designated Sophienburg Hill Historic District and 372 Magazine Avenue is also an individually designated local historic landmark. Unlike local historic designations, inclusion on the National Register of Historic Places carries no regulatory restrictions. However, as mentioned above, many of the properties in the proposed boundaries are already locally designated as historic. The draft nomination is included in the attachments.

The following Statement of Significance is taken directly from the nomination draft: "The Dittlinger Residential Historic District contains a collection of late-nineteenth and early twentieth-century resources located on two adjacent properties-581 W. Coll Street and 372 Magazine Avenue-in New Braunfels' Sophienburg neighborhood. The historic-age resources in the district date from around 1895 to 1925 and are associated with the Dittlinger family, one of New Braunfels's prominent industrial and charitable families. The two primary resources in the district are the Liebscher House, a nineteenth-century Folk Victorian residence, and the Dittlinger House, a 1910 Italianate and Greek Revival residence. Built c. 1895, the Liebscher House was acquired by Hippolyt Dittlinger's daughter and son-in-law, Franziska and Alfred Liebscher, in 1920. Dittlinger, a prominent industrialist and owner of several mills in New Braunfels, lived in the Dittlinger House next door. This house was designed by prominent San Antonio architecture firm James Wahrenberger and Son and built by local contractors Charles Roeper and Christian Herry. In addition to the primary residences, the district contains several National Folk style backhouses, as well as a wash house, a barn, a chicken coop, a pump house, and a shed that reflects middle- and upper-class residential life in early twentieth-century New Braunfels. The Dittlinger family retained ownership of the properties into the 1980s. The district is nominated to the National Register of Historic Places at the local level under Criterion C in the area of Architecture for its excellent examples of National Folk, Late Victorian, and Early Twentieth Century Revival architectural design and its association with architect James Wahrenberger. The district also provides insight into the architectural variety of early to mid-twentieth-century residential properties in New Braunfels. The district's period of significance spans from 1895, the construction date of the Liebscher House, to 1963, covering the construction of all historic-age resources and the Liebscher House addition. The district has two moved backhouses-Resources 10 and 12-that meet Criteria Consideration B: Moved Properties, since they were relocated within

the period of significance to a residential setting presumably close in resemblance to their original setting."

**HISTORIC LANDMARK COMMISSION:** The Historic Landmark Commission held a public hearing on April 14, 2026, and voted unanimously to recommend support of the resolution (7-0-0).

**COMPREHENSIVE PLAN REFERENCE**
- **Action 2.2:** Prioritize areas that are best suited for conservation and preservation.
- **Action 2.6:** Consistently evaluate the areas designated historic for strategic expansion or new designations.

**ISSUE:**
[Enter Text Here]

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☒Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A

**FISCAL IMPACT:**

Properties listed on the National Register of Historic Places may qualify for State and Federal Tax Credits for substantial rehabilitation and restoration scopes of work.

**RECOMMENDATION:**
Staff concurs with the recommendation in support of the resolution.

**RESOLUTION NO. 2026-R__**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS IN SUPPORT OF OBTAINING NATIONAL REGISTER OF HISTORIC PLACES DESIGNATION FOR THE DITTLINGER FAMILY RESIDENTIAL HISTORIC DISTRICT, INCLUDING 372 MAGAZINE AVENUE AND 581 WEST COLL STREET.**

**WHEREAS**, the City of New Braunfels received letter from the Texas Historical Commission on March 18, 2026, stating that 372 Magazine Avenue and 581 West Coll Street have been nominated to be listed on the National Register of Historic Places; and

**WHEREAS**, the Dittlinger Residential Historic District contains a collection of late-nineteenth and early twentieth-century resources located on two adjacent properties - 581 W. Coll Street and 372 Magazine Avenue - in New Braunfels' Sophienburg Historic District; and

**WHEREAS**, the proposed district showcases two architecturally significant primary dwellings associated with the Dittlinger family, one of New Braunfels's prominent industrial and charitable families; and

**WHEREAS**, the proposed district also provides insight into the architectural variety of early to mid-twentieth century residential properties with its collection of Natonal Folk style backhouses as well as a wash house, a chicken coop, pump house, a barn, and a shed; and

**WHEREAS**, the listing of the properties is in support of several goals of the City of New Braunfels' Comprehensive Plan regarding Historic Preservation and the identification of historically significant places that should be preserved and rehabilitated.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS,** that the City of New Braunfels supports the efforts of the Comal County Historical Commission to obtain National Register listing of the area known as the Dittlinger Family Residential Historic District, including 372 Magazine Avenue and 581 W Coll Street.

**PASSED AND APPROVED** by the City Council of the City of New Braunfels, Texas on this 11th day of May 2026.

_____

Neal Linnartz, Mayor
City of New Braunfels, Texas

ATTEST:

_____

Gayle Wilkinson, City Secretary

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

P.O. Box 12276
Austin, Texas 78711-2276
512-463-6100
thc.texas.gov

March 10, 2026

The Honorable Neal Linnartz
Mayor, City of New Braunfels
500 Landa Street
New Braunfels, Texas 78130

Re: National Register of Historic Places nomination for **Dittlinger Family Residential Historic District, New Braunfels, Comal County, Texas** *372 Magazine Avenue and 581 W. Coll Street, New Braunfels, Texas 78130*

Dear Mayor Linnartz:

A valid nomination to the National Register of Historic Places was recently submitted for the above-referenced property for review by our office. This letter serves as formal notice of the nomination from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC), which is also the state agency responsible for administering the Texas Certified Local Government Program (CLG) program under state and federal legislation. Our staff has reviewed the nomination and will forward it to the State Board of Review (SBR) for their consideration and possible action at their public meeting on **Saturday, May 16, 2026, at Zion Hill Baptist Church, 324 N. Lanana Street, Nacogdoches, Texas 75961.**

The National Register is the federal government's official list of historic properties worthy of preservation pursuant to the National Preservation Act of 1966, in the support of public and private efforts to identify evaluate and protect America's historic resources.

As a participant in the CLG program, the local historic preservation review commission, board or committee and the chief elected official for **New Bruaunfels** is required to separately notify the THC's National Register and CLG program offices as to their opinions in regard to the nomination no later than **Friday, May 15, 2026**.

A copy of the draft nomination and meeting information is on the THC website: **www.thc.texas.gov/sbrmeeting**. We request the CLG representative to coordinate review by the landmark board in advance of the State Board of Review meeting. Compliance with the provisions of the CLG program is a state and federal obligation that could jeopardize the city's CLG status if compliance is not met.

Should you have any questions concerning this letter or if we can be of further assistance, please contact the THC's National Register program staff at **nr@thc.texas.gov** or **(512) 463-6046**. For questions regarding the CLG program, please contact Kelly Little at **kelly.little@thc.texas.gov**. Thank you for your cooperation and participation in this federal review process.

Sincerely,

Bonnie Tipton
National Register Coordinator
for Joseph Bell, Executive Director

cc: Katie Totman, Historic Preservation Officer, City of New Braunfels

SBR Draft



**United States Department of the Interior**
National Park Service
**National Register of Historic Places Registration Form**

## 1. Name of Property

Historic Name: Dittlinger Family Residential Historic District
Other name/site number:
Name of related multiple property listing: NA

## 2. Location

Street & number: 372 Magazine Avenue and 581 W. Coll Street
City or town: New Braunfels State: Texas County: Comal

Not for publication: ☐ Vicinity: ☐

## 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☑ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☑ meets ☐ does not meet the National Register criteria.

I recommend that this property be considered significant at the following levels of significance:
☐ national ☐ statewide ☑ local

Applicable National Register Criteria: ☐ A ☐ B ☑ C ☐ D

Chief Deputy State Historic Preservation Officer _____
**Signature of certifying official / Title** **Date**

Texas Historical Commission
**State or Federal agency / bureau or Tribal Government**

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria.

_____ _____
**Signature of commenting or other official** **Date**

_____
**State or Federal agency / bureau or Tribal Government**

## 4. National Park Service Certification

I hereby certify that the property is:

___ entered in the National Register
___ determined eligible for the National Register
___ determined not eligible for the National Register.
___ removed from the National Register
___ other, explain: _____

_____
**Signature of the Keeper** **Date of Action**

SBR Draft



## 5. Classification

### Ownership of Property

| | |
|---|---|
| x | Private |
| | Public - Local |
| | Public - State |
| | Public - Federal |

### Category of Property

| | |
|---|---|
| | building(s) |
| x | district |
| | site |
| | structure |
| | object |

### Number of Resources within Property

| Contributing | Noncontributing | |
|---|---|---|
| 9 | 1 | buildings |
| 0 | 0 | sites |
| 0 | 2 | structures |
| 0 | 0 | objects |
| 9 | 3 | total |

Number of contributing resources previously listed in the National Register: NA

## 6. Function or Use

**Historic Functions:** DOMESTIC: single dwelling, secondary building

**Current Functions:** DOMESTIC: single dwelling, secondary building

## 7. Description

**Architectural Classification:**

LATE VICTORIAN: Folk Victorian, Italianate
LATE 19TH AND 20TH CENTURY REVIVALS: Greek Revival
MODERN MOVEMENT: Modern
OTHER: National Folk
NO STYLE

**Principal Exterior Materials:** Wood, Brick
**Narrative Description** (see pages continuation sheets 7-10 through 7-16)

SBR Draft



## 8. Statement of Significance

### Applicable National Register Criteria

| | | |
|---|---|---|
| | **A** | Property is associated with events that have made a significant contribution to the broad patterns of our history. |
| | **B** | Property is associated with the lives of persons significant in our past. |
| **X** | **C** | Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction. |
| | **D** | Property has yielded, or is likely to yield information important in prehistory or history. |

**Criteria Considerations:** NA

**Areas of Significance:** Architecture

**Period of Significance:** 1895 - 1963

**Significant Dates:** 1895, 1910, 1963

**Significant Person** (only if criterion b is marked): NA

**Cultural Affiliation** (only if criterion d is marked): NA

**Architect/Builder:** James Wahrenberger and Son (Architect, Dittlinger House); Herry, Christian and Roeper, Charles (Builders: Dittlinger House)

**Narrative Statement of Significance** (see continuation sheets 8-17 through 8-29)

## 9. Major Bibliographic References

**Bibliography** (see continuation sheets 9-30 through 9-32)

**Previous documentation on file (NPS)**:
- _ preliminary determination of individual listing (36 CFR 67) has been requested.
- _ previously listed in the National Register
- _ previously determined eligible by the National Register
- _ designated a National Historic Landmark
- _ recorded by Historic American Buildings Survey #
- _ recorded by Historic American Engineering Record #

**Primary location of additional data:**
- x State historic preservation office (*Texas Historical Commission*, Austin)
- _ Other state agency
- _ Federal agency
- _ Local government
- _ University
- _ Other -- Specify Repository:

**Historic Resources Survey Number** (if assigned): NA

SBR Draft

## 10. Geographical Data

**Acreage of Property:** approx 3.4 acres (3.37)

**Coordinates**

Latitude/Longitude Coordinates

Datum if other than WGS84: NA

1. Latitude: 29.697285° Longitude: -98.124796°
2. Latitude: 29.696635° Longitude: -98.123852°
3. Latitude: 29.695766° Longitude: -98.124647°
4. Latitude: 29.692620° Longitude: -98.125474°

**Verbal Boundary Description:** The boundary follows the property lines for Parcel ID Nos. 2148 (581 W. Coll Street) and 2146 (372 Magazine Avenue) as recorded in the Comal Central Appraisal District. Data accessed Feb 11, 2026.

**Boundary Justification:** The boundary contains the area and resources historically associated with the Dittlinger family properties.

## 11. Form Prepared By

Name/title: Kristina Kupferschmid, Architectural Historian
Organization: HHM & Associates, Inc.
Street & number: P.O. Box 9648
City or Town: Austin State: TX Zip Code: 78766
Email: kkupferschmid@hhminc.com
Telephone: 512.478.8014
Date: February 16, 2025

## Additional Documentation

**Maps** (see continuation sheets MAPS 33 through MAPS 36)

**Additional items** (see continuation sheets FIGURES 37 through FIGURES-62)

**Photographs** (see continuation sheets PHOTOS-63 through PHOTOS-97)

*This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.*

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**Estimated Burden Statement**: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management. U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

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**Photograph Log**

Name of Property: Dittlinger Family Residential Historic District
City: New Braunfels
County: Comal State: Texas
Photographer: Charlotte Adams, Kristina Kupferschmid - HHM & Associates, Inc.
Date of Photographs: May 12, 2023, July 22, 2025

All photographs accurately depict the current appearance of the historic district. No changes nor significant deterioration has occurred since the photos were taken in 2023.

Photo 1 (TX_ComalCounty_DittlingerFamily_0001)
View of district from corner of W. Coll Street (Resource 1 to the right) and Magazine Avenue (Resource 3 to the left). Camera facing south.
Date: July 22, 2025

Photo 2 (TX_ComalCounty_DittlingerFamily_0002)
View of Liebscher property and house (Resource 1) at 581 W. Coll Street. Camer facing northeast.
Date: July 22, 2025

Photo 3 (TX_ComalCounty_DittlingerFamily_0003)
View of Dittlinger property and house (Resource 3) at 372 Magazine Avenue. Camera facing southeast.
Date: July 22, 2025

Photo 4 (TX_ComalCounty_DittlingerFamily_0004)
The path between the Liebscher and Dittlinger properties. Camera facing northwest toward the rear of the Liebscher House (Resource 1).
Date: May 12, 2023

Photo 5 (TX_ComalCounty_DittlingerFamily_0005)
Front façade of the Liebscher House (Resource 1). Camera facing southeast.
Date: July 22, 2025

Photo 6 (TX_ComalCounty_DittlingerFamily_0006)
Oblique of the front of the Liebscher House (Resource 1). Camera facing south.
Date: July 22, 2025

Photo 7 (TX_ComalCounty_DittlingerFamily_0007)
Oblique of the front of the Liebscher House (Resource 1). Camera facing northeast.
Date: July 22, 2025

Photo 8 (TX_ComalCounty_DittlingerFamily_0008)
View of the second porch on the Liebscher House (Resource 1) facing the intersection of W. Coll Street and Magazine Avenue. Camera facing north.
Date: May 12, 2023

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Photo 9 (TX_ComalCounty_DittlingerFamily_0009)
View of the rear of the Liebscher House (Resource 1) showing the 1963 addition. Camera facing northwest.
Date: May 12, 2023

Photo 10 (TX_ComalCounty_DittlingerFamily_0010)
Interior view of the Liebscher House (Resource 1) showing an original rear wall with windows and door that became an interior wall with the 1963 addition. Camera facing northeast.
Date: May 12, 2023

Photo 11 (TX_ComalCounty_DittlingerFamily_0011)
Interior view of the Liebscher House (Resource 1) showing plaster wall and original wood opening surrounds. Camera facing northwest.
Date: May 12, 2023

Photo 12 (TX_ComalCounty_DittlingerFamily_0012)
Interior view of the Liebscher House (Resource 1). Note the original plaster ceiling sconce. Camera facing northeast.
Date: May 12, 2023

Photo 13 (TX_ComalCounty_DittlingerFamily_0013)
Interior view of the 1963 addition of the Liebscher House (Resource 1). Note the built-in seating and storage. Camera facing northeast.
Date: May 12, 2023

Photo 14 (TX_ComalCounty_DittlingerFamily_0014)
Front façade of the noncontributing garage apartment (Resource 2) behind the Liebscher House (Resource 1) at 581 W. Coll Street. Camera facing southeast.
Date: May 12, 2023

Photo 15 (TX_ComalCounty_DittlingerFamily_0015)
Front façade of the Dittlinger House (Resource 3) at 372 Magazine Avenue. Camera facing southwest.
Date: May 12, 2023

Photo 16 (TX_ComalCounty_DittlingerFamily_0016)
Side southeast façade of the Dittlinger House (Resource 3) showing the porches. Camera facing northwest.
Date: May 12, 2023

Photo 17 (TX_ComalCounty_DittlingerFamily_0017)
Side southeast façade first-floor porch of the Dittlinger House (Resource 3). Note the rear portion is screened in. Camera facing southwest.
Date: May 12, 2023

Photo 18 (TX_ComalCounty_DittlingerFamily_0018)
Rear portion of the second-story porch on the side southeast façade of the Dittlinger House (Resource 3). Camera facing northeast.
Date: May 12, 2023

Photo 19 (TX_ComalCounty_DittlingerFamily_0019)
Side northwest façade of the Dittlinger House (Resource 3). Camera facing southeast.
Date: May 12, 2023

Photo 20 (TX_ComalCounty_DittlingerFamily_0020)
Interior view of the Dittlinger House (Resource 3) showing original wood built-ins and surrounds. Note the burled grain. Camera facing northeast.
Date: May 12, 2023

Photo 21 (TX_ComalCounty_DittlingerFamily_0021)
The primary staircase in the Dittlinger House (Resource 3). Camera facing southwest.
Date: May 12, 2023

Photo 22 (TX_ComalCounty_DittlingerFamily_0022)
Interior of the Dittlinger House (Resource 3). Camera facing northeast.
Date: May 12, 2023

Photo 23 (TX_ComalCounty_DittlingerFamily_0023)
The front façade of the washhouse (Resource 4) at 372 Magazine Avenue. Camera facing northwest.
Date: May 12, 2023

Photo 24 (TX_ComalCounty_DittlingerFamily_0024)
Detail of the concrete walls, pilasters, and brackets on the front façade of the wash house (Resource 4) at 372 Magazine Avenue. Camera facing northwest.
Date: May 12, 2023

Photo 25 (TX_ComalCounty_DittlingerFamily_0025)
Interior of the wash house (Resource 4) at 372 Magazine Avenue. Note the original concrete block stove. Camera facing northwest.
Date: May 12, 2023

Photo 26 (TX_ComalCounty_DittlingerFamily_0026)
The noncontributing pool (Resource 5) and pool shed (Resource 6) at 372 Magazine Avenue. Camera facing southeast.
Date: May 12, 2023

Photo 27 (TX_ComalCounty_DittlingerFamily_0027)
The shed (Resource 8) and pump shed (Resource 7) at 372 Magazine Avenue. Camera facing northwest.
Date: May 12, 2023

Photo 28 (TX_ComalCounty_DittlingerFamily_0028)
The shed (Resource 8) on the Dittlinger property at 372 Magazine Avenue. Camera facing southwest.
Date: May 12, 2023

Photo 29 (TX_ComalCounty_DittlingerFamily_0029)
The barn/carriage house (Resource 9) at 372 Magazine Avenue. Camera facing southwest.
Date: May 12, 2023

Photo 30 TX_ComalCounty_DittlingerFamily_0030)
The rear of the barn/carriage house (Resource 9) and the front of the Bauer House backhouse (Resource 12) at 372 Magazine Avenue. Camera facing southeast.
Date: May 12, 2023

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Photo 31 (TX_ComalCounty_DittlingerFamily_0031)
Front façade of the Professor's House backhouse (Resource 10) at 372 Magazine Avenue. Camera facing southwest.
Date: May 12, 2023

Photo 32 (TX_ComalCounty_DittlingerFamily_0032)
View of the side of the Professor's House backhouse (Resource 10) and pool (Resource 5) at 372 Magazine Avenue. Camera facing southeast.
Date: May 12, 2023

Photo 33 (TX_ComalCounty_DittlingerFamily_0033)
Rear of the Professor's House backhouse (Resource 10) and side of the barn/carriage house (Resource 9) at 372 Magazine Avenue. Camera facing northeast.
Date: May 12, 2023

Photo 34 (TX_ComalCounty_DittlingerFamily_0034)
The chicken coop (Resource 11) at 372 Magazine Avenue. Camera facing southeast.
Date: May 12, 2023

Photo 35 (TX_ComalCounty_DittlingerFamily_0035)
Oblique view of the backhouse known as the Bauer House (Resource 12) at 372 Magazine Avenue. Camera facing northeast.
Date: May 12, 2023

**Narrative Description**

The Dittlinger Family Residential Historic District is comprised of two residential parcels—581 W. Coll Street and 372 Magazine Avenue—in central New Braunfels, the seat of Comal County, Texas. Occupying a prominent corner in the Sophienburg Hill neighborhood, the district contains an intact grouping of late-nineteenth and early twentieth-century residential buildings and structures. The district's principal features are the two main residences: the circa 1895 Liebscher House and the 1910 Dittlinger House. The Liebscher House is a wood-clad residence with Folk Victorian detailing.[1] The brick Dittlinger House, designed by architecture firm James Wahrenberger and Son, has Italianate and Greek Revival stylistic influences. The district also contains ancillary residential buildings and structures, including several backhouses, wash house, pump shed, shed, barn, and chicken coop, that date from around 1900 to 1925.[2] In addition to the nine historic-age resources, the district contains three non-historic-age ancillary resources (dating from 1999 to 2018). The resources, in particular the main residences, are highly intact, though some ancillary resources exhibit some minor alterations. As a whole, the district retains integrity of location, setting, feeling, association, materials, design, and workmanship. The district contains 12 resources, nine of which are contributing (75 percent) and three of which are noncontributing (25 percent).

**Setting, Layout, and Evolution**

New Braunfels is in southeast Comal County in south central Texas. The city is located along the Balcones Escarpment, falling along the eastern edge of the Texas Hill Country and the western edge of the fertile Blackland Prairie. The city's topography reflects its location, with generally flat land downtown and to the east, and hillier land to the west. Two rivers, the Comal River and the Guadalupe River, snake southeasterly through the city. The Dittlinger Residential Historic District is located in a residential neighborhood south of downtown New Braunfels, a little over one-half-mile from the Main Plaza (map 2). The neighborhood, Sophienburg Hill (a local New Braunfels historic district), takes its name from the *Sophienburg*, the never-realized fort that became the site of the *Adelsverein* (or Society for the Protection of German Immigrants in Texas) headquarters after the city's settlement in 1845. The headquarters's site, located north of the district across Magazine Avenue, is currently home to the Sophienburg Museum and Archives. Carl Schurz Elementary School has occupied the parcel immediately south of the district since 1925, expanding over the years to include multiple buildings. The neighborhood, comprised of several city blocks subdivided in the late nineteenth and early twentieth centuries, has streets laid out in a rectangular grid pattern with north-south streets skewed 35 degrees east, while W. Coll Street and the nominated district are set slightly less askew at 30 degrees east. Single-family residences dating from the early twentieth century comprise much of the neighborhood, though several nineteenth-century examples exist. The district sits atop a high point in the neighborhood and gently inclines to the north from 581 W. Coll Street to 382 Magazine Avenue. Lawns and mature trees characterize the neighborhood.

The Dittlinger Residential Historic District contains two residential lots (581 W. Coll Street and 372 Magazine Avenue) that occupy 3.37 acres at the intersection of W. Coll Street and Magazine Avenue (maps 3-4, photos 1-3). Not within a platted subdivision or addition, the two parcels comprise the entirity of City Block 4060. The two parcels represent the largest residential parcels in the neighborhood. Both lots are vegetated with mature pecan and oak trees and have large expanses of lawn, characteristics retained from the historic period. Non-historic-age metal fencing wraps around the district along the sidewalks on both W. Coll Street and Magazine Avenue (non-historic-age metal fencing at 581 W. Coll Street and both historic- and non-historic-age wrought iron fencing at 372 Magazine Avenue).

[1] No records were found indicating the architect or builder of the Liebscher House.
[2] The two backhouses date to 1900 but were relocated to the district about 1910 per current owners and family history.

Non-histric-age metal fencing also encloses the back yard and pool (Resource 5) in the interior of the Dittlinger property on Magazine Avenue.

In total, the district contains 12 resources: two on the Liebscher property (581 W. Coll Street) and 10 on the Dittlinger property (372 Magazine Avenue). Historic-age resources date from about 1895 to 1925, and the three non-historic-age resources date from 1999 to 2018. The main houses (Resources 1 and 3) on both parcels are set back from the street, with outbuildings and auxilliary resources located to the rear and interior of the lots. Driveways and walkways from Magazine Avenue and W. Coll Street provide access into both properties. Because the historical occupants of the two parcels were related to one another, a pathway, which still exists on the Liebscher property, connects the two properties along the current parcel boundaries (Figures 1-2, photo 4).

The Liebscher property at 581 W. Coll Street is oriented to the northwest, facing W. Coll Street. This property developed first, about 1895, with the house (Resource 1), a shed or barn, and two small ancillary structures (Figure 3). By 1930, the shed was gone; the two ancillary structures were removed sometime after 1949 (Figures 4-5). A garage apartment (Resource 2), located in the southern corner of the property to the rear of the house, was built in 1999.

The Dittlinger property at 372 Magazine Avenue is oriented to the northeast, facing Magazine Avenue. This property developed from 1907 through the 1920s, with all historic-age resources (Resources 3, 4, 7, 8, 9, 10, 11, and 12) built by 1930 (see Figure 4). The original two-story laundry house burned in 1919, and one small ancillary building at the southern boundary of the property was removed by 1949.[3] A pool (Resource 5) and pool cabana/shed (Resource 6) were added in 2018.

**Resource Descriptions**

Resource 1, Liebscher House, 581 W. Coll Street (Contributing)

*Exterior*

One of two main houses in the district, the Liebscher House is a one-story single-family residence sited in the middle of the property, facing northwest toward W. Coll Street (photos 5-7 ). A paved walkway runs from the street to the front of the house, and mature trees, grass, and manicured shrubs characterize the front lawn. Built c. 1895 in the Folk Victorian style, the house has an irregular plan, characterized by a connected front L-plan wing and a rear L-plan wing.[4] In 1963, the owners built an addition onto the rear in roughly the same footprint as the original (Figure 6, see Figures 1 and 2). Built with a cypress pier and beam foundation, the nineteenth-century portion of the house has wood clapboard siding painted white, and is topped with a cross-gabled roof clad in original slate shingles.[5] The front

[3] Tara V. Kohlenberg, "Beauty at one hundred and twelve," Sophienburg Museum and Archives, December 24, 2022, https://sophienburg.com/beauty-at-one-hundred-and-twelve/.

[4] Family history says Dittlinger built this house for his daughter and son-in-law, but deed and tax record research reveals that the house was likely built around 1895 for FJ and Hettie Maier. Maier purchased the property in 1893, and county tax rolls beginning in 1895 reveal the property valued at $500; Maier is not listed in rolls before 1894. Compared to other properties of the same acreage, in the same area, this is significantly higher. Also, Maier's property is valued the same as the nearby A. and M. Kopplin House (RTHL), built in 1892 at 564 Hill Avenue. Maier is also listed in the 1900 census as owning his property in "Union Hill." While research did not reveal information on Union Hill, Kopplin was also listed in "Union Hill," which indicates that this area was likely known as Union Hill. There is a possibility that the house was built earlier, by J. D. Guinn, between 1880 and 1893. Guinn lived on San Antonio Street in 1880 per census records; 1890 census records were not located.

[5] Note that the 1922 Sanborn map shows the house with a brick veneer but not in the 1930 or 1949. No photos of the house from this period were discovered. While all information provided indicates the house was always clad in wood siding, there is a possibility that brick veneer was removed sometime between 1922 and 1930. Also, some shingles have been replaced. The current owners replaced shingles damaged by a fallen tree.

(northwest) of the house is characterized by its bay window with a decorative cornice with panel moldings and brackets. Two porches with turned wood posts, jigsawn balustrade, and intricate lacework and spindlework detailing along the frieze also define the front of the house (photo 8). Originally wood, the porch floors and stairs were replaced with terrazzo, presumably about the time of the addition in the 1960s. The porch ceilings are historic-age beadboard painted sky blue. The main entrance into the house is set within the front porch nearest the street and consists of a historic-age carved single-wood door with an oblong oval glass panel topped with a stained glass transom. The door has a historic-age wood screen door. A secondary entrance—a historic-age wood door with transom—is within the L-shaped porch that wraps around corner of the front façade. The tall wood-frame windows with two-over-two panes within the porches are repeated on all the original facades. Window screens throughout are non-historic age. Some historic-age light sconces are found within the porches.

As originally built, a third porch wrapped around the rear façade of the house. Per historic photos, this L-shaped rear porch was screened in as early as the 1930s (Figure 7). The porch was lost in 1963 with the construction of the rear addition (photo 9). During this construction, some of the original exterior walls, including some windows and shutters, were retained as new interior walls (photo 10). At this time, the house's original chimney was also presumably removed. At the seam between the original house and the addition on the north side, the foundation of a chimney is evident in the crawlspace. The one-story addition embraces the Modern style with its flat roof, overhanging eaves, and plate glass in the sliding doors and windows on three sides. The addition used 750 square feet of Libby-Owens-Ford Parallel-O-Grey plate glass, installed by Samuels Glass Co. of San Antonio (Figure 8).[6] Wood siding clads the remaining addition walls. The side north wall of the addition has one large, single-pane, non-historic-age window, and the west end of the addition has two original sliding windows.

*Interior*

The layout and many of the house's original features remain largely intact in the Liebscher house interior. Ceilings remain plastered, and some plaster ceiling sconces are found throughout the original section of the interior (photos 11, 12). In the original section of the house, some walls are painted historic-age plaster, while historic-age wallpaper is found on other walls. Other original features include wood window, door and opening surrounds, baseboards, and crown moulding. Floors in the original section were raised six to 10 inches at some point, likely after the historic period, and replaced by the current hardwood floors. The original hardwood floors remain underneath the new flooring. The 1963 addition, which added a bedroom, bathroom, dining room, and living room, retains its original terrazzo flooring in the living and dining rooms and its acoustical tiled ceiling throughout (photo 13). Wood paneled walls and built-in seating and storage also remain in the dining and living room of the addition.

The Liebscher House retains integrity of location, setting, feeling, association, design, materials, and workmanship. The exterior appearance remains mostly unchanged from the historic period, and interior alterations are minor and not visible to the public.

Resource 2, Garage apartment, 581 W. Coll Street (Noncontributing)

Set in the rear southeast corner of the property is a garage apartment (photo 14). The two-story building has a rectangular form with a flat roof overhanging a two-story front porch. The house is clad in metal siding while plexiglass encloses the bottom porch and creates the railing on the second-story porch. Built in 1999, the house is one of three noncontributing resources in the district.

Resource 3, Dittlinger House, 372 Magazine Avenue (Contributing)
*Exterior*

[6] Libby-Owens-Ford, advertisement, 1964, from current owner.

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The Dittlinger House is a two-story, single-family residence facing northeast toward Magazine Avenue (photo 15). A paved walkway runs from the street to the front entrance and a paved driveway enters from the street to the right (northwest) side of the house. A dirt path wraps around the sides of the house. Designed by architects James Wahrenberger and Son with Italianate and Greek Revival stylistic influences, and built by contractors Charles Roeper and Christian Herry, the house was completed in 1910.[7] The house plan is comprised of three sections: a central rectangular section with a hipped roof, a projecting front bay-window ell with a front-gabled roof, and a smaller, rear-rectangular section with a basement and a hipped roof (Figures 9-11). Front-gabled pedimented and eyebrow dormers with windows project from the gently sloped hipped roof on the north, south, and west elevations. The roof's overhanging eaves are characterized by a decorative boxed cornice, dentiled frieze, and curved brackets. Other roof features include two brick chimneys with corbeling, located on the rear and side façades. First-and second-story porches, featuring smooth columns with Ionic and Corinthian capitals and turned wood balustrades, occupy the front ell of the house. Wide concrete steps with low, gently curved sides rise from the walkway to the first floor porch, which is slightly west of center of the facade. Another separated two-story porch—originally a sleeping porch—with round smooth columns runs along the side southeast façade (photo 16). The rear (south) portion of the first floor porch is screened in, and the rear portion of the second story is screened in and enclosed with casement windows (photos 17, 18). The side northwest façade has a one-story *porte cochére* and a small one-story porch at an entrance at the ell of the rear and main sections (photo 19). The hipped *porte cochére* and porch roofs mimic the main roof in detail, and both are supported by round smooth columns atop low brick walls. A small rectangular mass with a flat roof encloses the stairwell to the basement at the rear of the house.

Exterior walls are clad in the original orange brick, and non-historic-age standing-seam metal, similar to the original metal, cover the roofs. Original decorative milled wood features include the roof's boxed cornice, dentiled frieze, and curved brackets, porch and *porte cochére* columns, turned wood porch balustrades, floral carving in the front dormer pediment, and teardrop shingles in the front gable end and gabled dormers. All façades feature original one-over-one, double-hung, wood windows with wood shutters and cast-stone sills and lintels. The bay window ell on the front façade includes a set of three windows separated by cast-stone Ionic columns on the first and second stories. Windows are symmetrical on all façades except the side west elevation where they are asymmetrical and include various sizes, as well as two small square-fixed windows. The house also has two oval windows: a stained glass window on the rear façade and one in the front gable end featuring a wood surround. The original front entrance, set within the first floor porch, includes a single wood door with an oblong oval glass pane, one sidelight, and a transom topped with a caststone lintel. Above it, on the second story, a double door with large transom and stone lintel opens onto the porch. The side east porch has two single wood doors with wood screen doors on its first and second stories. The side west façade has two single wood doors with screen doors on the first story—one within the *porte cochére* and one set under the porch. The rear "servants'" entrance under the porch includes sidelights and a narrow transom set with an arched brick lintel with a caststone keystone. A third single wood door near the front porch opens onto the crawl space under the front portion of the house.

*Interior*

The Dittlinger House interior retains many of its character-defining features from the historic period. A focal point of the interior is the expansive use of wood, shipped in from East Texas. Original wood floors, doors, staircases, baseboards, picture rails, built-in furniture, and door and window surrounds are all extant throughout much of the house (photo 20). Pine wood with a burled grain was used for doors, surrounds, and furniture. The main staircase is the centerpiece of the house, featuring a carved newel post topped with a bronze sculpture, turned wood balusters, and extensive paneling creating a coffered ceiling and wall treatment (photo 21). Plaster ceilings with decorative moulding and light sconces remain in many of the rooms, as does historic-age wallpaper (photo 22). Other relics of the historic

[7] "Building at New Braunfels," *Austin American Statesman*, June 3, 1907, 3.

period include the dumbwaiter and icebox. Though the mechanical systems in the house have been modernized, the original furnace, a Boynton's Square Pot Crusader, remains in the basement, as do some of the original radiators and basebaord registers.

The Dittlinger House remains highly intact, having had few alterations both during and after the historic period. It retains integrity of location, setting, feeling, association, design, materials, and workmanship.

Resource 4, Wash house, 372 Magazine Avenue (Contributing)

Built about 1925 to replace the original washhouse that burned in 1919, this building is an example of early concrete construction, said to be an experiment in building technology for some outbuildings at Dittlinger's mill (photo 23).[8] The building has a rectangular plan with a second story on its northern half. The poured concrete walls at the ground level give the appearance of tounge-and-groove wood siding, while the upper portion is smooth concrete. Louvered wood fencing wraps around the flat roof of the first story on the southern half of the building, and a low-sloping side-gabled roof tops the second story. Original wood double-hung and casement windows have concrete sills. The building also retains its original wood single doors, which feature transoms on the front façade. The stepped concrete brackets around the projecting concrete belt course, and the projecting concrete pilasters on the ground floor provide the utilitarian building with modest ornamentation (photo 24). The interior, despite being converted to residential use at an unknown date, remains largely unchanged, retaining original closet doors, concrete flooring, and concrete walls. The original water storage and heating features, including the concrete block stove, water storage tank, and piping, also remain on the ground floor (photo 25). The building retains integrity of location, setting, assocation, design, materials, workmanship, and feeling.

Resources 5 and 6, Pool and Shed, 372 Magazine Avenue (Noncontributing)

Built in 2018, the inground pool (Resource 5) has concrete coping and a low profile level with the lawn. Concrete pavers at the northeast end of the pool connect the pool to the rear of the house (Resource 3) and the pool shed (Resource 6), also built in 2018 (photo 26). The shed is open on two sides and has a shed roof with a metal post. Walls on the rear and side façade are board and batten. Both structures are noncontributing.

Resource 7, Pump shed, 372 Magazine Avenue (Contributing)

Built about 1925, the pump shed is a small, square shed clad in board-and-batten siding and topped with a metal roof with rafter tails (photo 27). A single wood door provides entry into the shed. The building is in fair condition, retaining its integrity of location, setting, assocation, design, materials, workmanship, and feeling.

Resource 8, Shed, 372 Magazine Avenue (Contributing)

The circa 1925 shed is a small, wood-frame shed with a side-gabled roof (photo 28. Open on its front façade, the shed walls and roof are clad in corrugated metal. Still in use as a wood shed, the resource retains integrity of location, setting, assocation, design, materials, workmanship, and feeling.

Resource 9, Barn/Carriage house, 372 Magazine Avenue (Contributing)

Built about 1907, this one-and-a-half-story building served as a planing mill during the construction of the main house (photos 29, 30). Upon completion of the main house in 1910, the buiding became the carriage house, with the Dittlingers adding a tack room, horse stalls, car bay, and hay loft to the building. The rectangular building has a corrugated metal-clad gabled roof with rafter tails. Board-and-batten siding covers the building, and sliding wood

[8] Site visit, information orally conveyed by property owner, May 12, 2023.

doors comprise most of the ground level on the front façade. Original four-over-four and two-over-two double hung wood windows are on the ground level and side gable ends of the building. Currently used for storage, the building retains its integrity of location, setting, assocation, design, materials, workmanship, and feeling.

Resource 10, Backhouse, 372 Magazine Avenue (Contributing)

Known as the Professor's House because a tutor for the children once lived there, the National Folk style single-family, one-story house was built about 1900 and moved onto the property about 1910 (photos 31, 32).[9] The two-room plan house has a side-gabled roof with rafter tails and a front porch with a shed roof supported by square wood columns. Sanborn maps indicate that the rear façade historically had a similar porch that was removed at an unknown date, though presumably within the period of significance based on the metal canopy added to the rear door after the porch removal (photo 33). Both the house and porch roofs are clad in corrugated metal. Board-and-batten siding covers the side and rear walls, and horizontal wood siding is on the front façade. Original double-hung wood windows are intact on all façades, as is the front door, a single wood door with transom. Shutters have been removed. The rear single door was compatibly replaced outside the period of significance. Still used residentially, the house retains its integrity of setting, assocation, design, materials, workmanship, and feeling. The house also meets criteria consideration B as it was moved to the district during the period of significance (circa 1910) and is significant for its association with the district's development and use.

Resource 11, Chicken coop, 372 Magazine Avenue (Contributing)

The chicken coop is a one-story wood-frame building with a gabled-roof (photo 34). Clad in horizontal wood siding, the circa 1925 coop has a single-door entry and hinged openings for ventilation. Though no longer used as a chicken coop, the resource is in good repair, and it retains its integrity of location, setting, assocation, design, materials, workmanship, and feeling.

Resource 12, Backhouse, 372 Magazine Avenue (Contributing)

The National Folk style residence was built about 1900 but moved onto the property about 1910 (photo 35, see photo 30).[10] Known as the Bauer House, the residence derives its name from Ralph Bauer, the yard man who lived there in the 1920s and 1930s. The house has a rectangular form and stands a story-and-a-half in the front and one-story in the rear. A corrugated metal-clad side-gabled roof tops the front section, and a shed roof tops the rear. The wood-frame house is clad in board-and-batten. All window and door openings except the primary wood single-door entrance are boarded. The wood-screen door to the main entrance is intact, and the entry has a shed roof porch supported by wood posts. Despite its fair condition and current state of disuse, the house retains its integrity of setting, assocation, design, materials, workmanship, and feeling. The house also meets criteria consideration B as it was moved to the district during the period of significance (circa 1910) and is significant for its association with the district's development and use.

**Integrity**

As a complex, the Dittlinger Residential Historic District has integrity to convey its historic and architectural significance. The surrounding setting, comprised of late-nineteenth and early twentieth-century residential and educational buildings, is similar to the period of significance and has little modern infill. The retention of historic-age resources, the limited and unobtrusive modern construction, as well as the landscaping with mature trees contribute to the district's integrity of feeling and association.

[9] Site visit, information orally conveyed by property owner, May 12, 2023.
[10] Site visit, information orally conveyed by property owner, May 12, 2023.

Individual resources within the district retain integrity of location, setting, feeling, association, materials, design, and workmanship that, together, provide a solid foundation for the retention of the district's historic feeling and association with high-style residential properties in early twentieth-century New Braunfels. Preserved buildings that retain original materials, detailing, and historical architectural stylistic influences, as illustrated by the National Folk style backhouses (Resources 10 and 12), the Folk Victorian Liebscher House (Resource 1), and the Italianate and Greek Revival style Dittlinger House (Resource 3), contribute to the district's integrity of feeling, design, and materials. Non-historic-age building alterations are overwhelmingly minor and compatible, and include work such as window screen replacements (Resource 1, Liebscher House), metal roof replacement similar to original (Resource 3, Dittlinger House), shutter removal (Resource 10), and compatible rear door replacement (Resource 10). The majority of buildings are in good condition, but even the two in fair condition—the backhouse (Resource 12) and the pump shed (Resource 7)—retain integrity. The biggest alterations to buildings in the district occurred within the historic period and have gained significance in their own right (discussed further in Section 8), including the 1963 addition to the rear of the Liebscher House (Resource 1), the replacement terrazzo porch flooring (Resource 1, Liebscher House), and rear porch removal (Resource 10). The relocation of the two backhouses (Resources 10 and 12) also occurred within the historic period, around 1910, and therefore meet Criteria Consideration B: Moved Properties.

**Inventory**

| Map ID | Address | Type | Style | Year Built | C/NC |
|---|---|---|---|---|---|
| 1 | 581 W. Coll St. (Liebscher House) | Single-family house | Folk Victorian | Ca. 1895 | C |
| 2 | 581 W. Coll St. | Garage apartment | No style | 1999 | NC |
| 3 | 372 Magazine Ave. (Dittlinger House) | Single-family house | Italianate, Greek Revival | 1910 | C |
| 4 | 372 Magazine Ave. | Wash house | No style | Ca. 1925 | C |
| 5 | 372 Magazine Ave. | Pool | No style | 2018 | NC |
| 6 | 372 Magazine Ave. | Pool shed | No style | 2018 | NC |
| 7 | 372 Magazine Ave. | Pump shed | No style | Ca. 1925 | C |
| 8 | 372 Magazine Ave. | Shed | No style | Ca. 1925 | C |
| 9 | 372 Magazine Ave. | Barn/carriage house | No style | Ca. 1907 | C |
| 10 | 372 Magazine Ave. | Backhouse | National Folk | Ca. 1900 | C |
| 11 | 372 Magazine Ave. | Chicken coop | No style | Ca. 1925 | C |
| 12 | 372 Magazine Ave. | Backhouse | National Folk | Ca. 1900 | C |

**Statement of Significance**

The Dittlinger Residential Historic District contains a collection of late-nineteenth and early twentieth-century resources located on two adjacent properties—581 W. Coll Street and 372 Magazine Avenue—in New Braunfels' Sophienburg neighborhood. The historic-age resources in the district date from around 1895 to 1925 and are associated with the Dittlinger family, one of New Braunfels's prominent industrial and charitable families. The two primary resources in the district are the Liebscher House, a nineteenth-century Folk Victorian residence, and the Dittlinger House, a 1910 Italinate and Greek Revival residence. Built c. 1895, the Liebscher House was acquired by Hippolyt Dittlinger's daughter and son-in-law, Franziska and Alfred Liebscher, in 1920. Dittlinger, a prominent industrialist and owner of several mills in New Braunfels, lived in the Dittlinger House next door. This house was designed by prominent San Antonio architecture firm James Wahrenberger and Son and built by local contracters Charles Roeper and Christian Herry. In addition to the primary residences, the district contains several National Folk style backhouses, as well as a wash house, a barn, a chicken coop, a pump house, and a shed that reflect middle- and upper-class residential life in early twentieth-century New Braunfels. The Dittlinger family retained ownership of the properties into the 1980s. The district is nominated to the National Register of Historic Places at the local level under Criterion C in the area of Architecture for its excellent examples of National Folk, Late Victorian, and Early Twentieth Century Revival architectural design and its association with architect James Wahrenberger.[11] The district also provides insight into the architectural variety of early to mid-twentieth-century residential properties in New Braunfels. The district's period of significance spans from 1895, the construction date of the Liebscher House, to 1963, covering the construction of all historic-age resources and the Liebscher House addition. The district has two moved backhouses—Resources 10 and 12—that meet Criteria Consideration B: Moved Properties, since they were relocated within the period of significance to a residential setting presumably close in resemblence to their original setting.[12]

**Historical Background**

*New Braunfels in the Late Nineteenth and Early Twentieth Centuries*

Settled in 1845 by German colonists associated with the *Adelsverein,* a German organization formed to place families in Texas, New Braunfels emerged as an industrial, commercial, governmental, and tourist center by the turn of the twentieth century. Settled along the Balcones Escarpment, much of the town first developed on the gently rolling and flatter land east of the Escarpment, while the hillier western areas developed later. Laid out in 1845, the original town plan divided New Braunfels into 342 town lots with land set aside for churches, schools, markets and plazas. The plan also set aside a high-point for a never-realized fort, the *Sophienburg*, that became the site of the society's headquarters (Figure 12). Land to the south and southwest of the original town plan, where the district is located, was divided into larger farm lots. In the decade after its founding, residents constructed houses on the town lots, and businesses opened around and near Main Plaza downtown. Industrialists also took advantage of the town's two waterways, the Comal and

[11] Per National Register Bulletin 15, *How to Apply the National Register Criteria for Evaluation*, and THC guidance, the district is not nominated under Criterion B for its association with Hippolyt Dittlinger and the Dittlinger family as other extant properties best reflect their historic contributions to New Braunfels. The former Dittlinger Roller Mill complex and the former Dittlinger Office building (at 401 and 398 E. San Antonio Street, respectively) are best associated with and represent Dittlinger's *productive* life, and therefore, per Bulletin 15, when compared to the historic district are more significant in their association with Dittlinger's industrial contributions than the nominated historic district. Additionally, the Liebscher House (Resource 1) is more associated with Franziska and Alfred Liebscher than Dittlinger's productive life. While the Liebschers were important philanthropic citizens of New Braunfels, so too were many individuals and families during the same period.

[12] The original location of these houses is unknown.

Guadalupe rivers, building grist mills and sawmills along their banks. The first to do so was William Merriwether, who opened the Merriwether Gin grist and sawmill northwest of town on Comal Springs (the headwaters of the Comal River) in 1849.

The late nineteenth century brought continued industrial growth, powered by the area's abundant natural resources, its designation as county seat in 1846, and expanding transportation networks following the arrival of the International & Great Northern Railroad in 1880. Throughout the late nineteenth century, agricultural production also increased, with farmers growing more cotton, corn, and wheat on large farms east and south of town. To the west, in the rockier Hill Country, ranchers raised larger herds of sheep and cattle. The agricultural boom and railroad directly impacted the town's industrial sector, allowing for the export of manufactured goods to new markets and the importing of tools, goods, and other raw materials. As such, industrialists continued harnessing the power of the town's rivers before electric power supplanted water and steam by the turn of the twentieth century, building more mills along their banks. Industrial production, focused on cotton, corn, wheat, and wool, grew rapidly from the late 1800s to early 1900s. By 1920, goods manufacturing in the county was valued at about $5 million, with New Braunfels ranking as the fourth largest outbound shipping point southwest of St. Louis.[13] Significant industries and businesses included the Planters and Merchants Mill, a textile mill; the Landa Industries complex at the old Merriwether Mill; and the multiple enterprises of Hippolyt Dittlinger, including the Dittlinger Roller Mills and Dittlinger Lime Company.

New Braunfels's booming economy contributed to commercial development and population growth. Downtown, commercial development continued around Main Plaza and along W. San Antonio Street and Seguin Avenue. The growing population—which rose from 1,298 in 1850 to 3,590 in 1920—pushed residential development past the original town plan onto former farmland to the southwest and southeast, as well as across the Comal River to the north. South of the original town plan, Alexander Rossy subdivided the "Hill Property," a roughly 80-acre parcel that included the site of the *Sophienburg*, into smaller residential lots just north of the district along Academy Avenue in 1856.[14] In 1899, residential subdivision stretched further east when C. A. and Emma Jahn platted the Jahn Addition next to the Hill neighborhood on multiple farm lots.[15] Despite the creation of residential lots, the area was somewhat slow to develop, with an 1881 Bird's Eye view showing only several houses, in addition to the *Sophienburg* buildings, in the area (the district falls outside of this view) (Figure 13). While some residential construction continued throughout the late nineteenth century, the majority of this area infilled in the first three decades of the twentieth century.

The city's early twentieth-century prosperity carried it through the Great Depression and World War II. Nicknamed the "Little Industrial Giant of the Southwest," New Braunfels continued to prosper during this period due to the demand for products, particularly textiles for the war effort, produced in town.[16] Despite the decline in local farming production—cotton production in the county ceased by the 1950s—ranching remained stable, and the railroads and road network allowed raw other goods, particularly cotton, to be transported into the county and city.[17] In the 1950s,

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[13] HHM & Associates, Inc. (HHM), "New Braunfels Historic Resources Survey," prepared for the City of New Braunfels, 2008, 3-18. *The Austin American*, June 28, 1925, 8.
[14] Myra Lee Goff, John B. Coers, Cindy Coers, Keva Boardman, "Sophienburg Hill," Comal County Historical Commission, Historical Markers, accessed July 11, 2025, https://www.co.comal.tx.us/Historical/Markers/SophienburgHillMarker/SOPHIENBURG%20HILL%202016%20for%20website.pdf.
[15] "Sophienburg Hill Historic District," City of New Braunfels, accessed July 11, 2025, https://www.newbraunfels.gov/historicdistricts.
[16] "Industry Booms in New Braunfels," *Express and News*, March 16, 1963, 25.
[17] Daniel P. Greene, "Comal County," *Handbook of Texas Online*, accessed July 28, 2024, https://www.tshaonline.org/handbook/entries/comal-county.

around a quarter of the town's population worked in the industrial sector—higher than the statewide 16 percent—in plant manufacturing: flour and feed, cotton textile, silk and nylon hosiery, gauze, women's and children's clothing, mattresses, cedar oil, wool, and leather goods.[18] The town's booming industry, growing tourism sector, and expanded transportation networks contributed to the town's continued prosperity and growth, pushing the population from 6,242 in 1930 to 17,859 in 1970.

The Dittlinger and Liebscher Families in New Braunfels

*Hippolyt Dittlinger*

Described in business circles in the early twentieth century as a man "of undoubted enterprise, ability and integrity, and whose opinions are highly respected," Hippolyt Dittlinger was "conspicuously identified" with New Braunfels industry in the early twentieth century.[19] Owner of several mills and considered the "father of industry in New Braunfels," Hippolyt Dittlinger was a prominent figure in the growth and prosperity of late-nineteenth and early twentieth-century New Braunfels (Figure 14).[20]

Dittlinger was born on April 3, 1859, in Cape Girardeau, Missouri, to German immigrants Bertha and Nicolaus Dittlinger, a political refugee. Hippolyt's parents established strong industrial roots in the U.S. well before their son's rise to prominence. In Cape Girardeau, Nicolaus ran a mercantile business with his brother and manufactured lime for sugar production. His product, for which he won an award at an exposition in New Orleans, was used in factories in Louisiana, Alabama, and Georgia.[21] After contracting tuberculosis while fighting for the Union during the Civil War, Nicolaus traveled to New Braunfels in December 1865 with his wife Bertha and Hippolyt, convalescing at the Schmitz Hotel.[22] After only three months, Nicolaus died. Following Nicholaus's burial in New Braunfels, Bertha moved with Hippolyt and daughter Mina to Cologne, Germany, where Hippolyt would receive his education. Hippolyt returned to the United States in 1875, two years after his mother's death, traveling first to Cape Girardeau and then to New Braunfels in 1876. There to visit his father's grave, Dittlinger decided to stay in New Braunfels as it was said he was charmed by the town and the spring weather.[23]

In New Braunfels, Dittlinger began his career in 1876, working at two different mercantile stores, first as a clerk, night watchman, and storekeeper at Scherff's Store on Main Plaza, and then as a merchant and eventual partner at Tips, Clemens, and Faust Mercantile.[24] In 1886, Dittlinger and partners Peter and John Faust, opened a cotton gin and flour and corn mill (originally named the Peter Faust and Co. Cotton Gin and Flour and Corn Mill) on the banks of the Comal River on E. San Antonio Street. In 1901, the Fausts and Dittlinger dissolved their partnership, and Dittlinger became sole proprietor of the mill and cotton gin. Renamed Dittlinger Roller Mills, the mill ground wheat, corn, and rye from area farmers and sold to retail and wholesale businesses in and around New Braunfels, as well as to the

[18] Keva Boardman, "Just a Grand Place to make a Living and a Grand Place to Live," Sophienburg Museum and Archives, August 6, 2017, https://sophienburg.com/just-a-grand-place-to-make-a-living-and-a-grand-place-to-live/.
[19] *A Twentieth Century History of Southwest Texas.* United States: Lewis Publishing Company, 1907, 150-151, accessed July 11, 2025, https://archive.org/stream/twentiethcentury02unse/twentiethcentury02unse_djvu.txt.
[20] Tara V. Kohlenberg, "The Dittlinger legacy," Sophienburg Museum and Archives, July 31, 2022, https://sophienburg.com/the-dittlinger-legacy/.
[21] *A Twentieth Century History of Southwest Texas*, 150-151.
[22] Kohlenberg, "The Dittlinger legacy."
[23] Kohlenberg, "The Dittlinger legacy."
[24] Kohlenberg, "The Dittlinger legacy."

government.[25] The  mill, known for its high-quality flour, was one of the most prolific in town, producing 250 barrels of flour per day around the turn of the century (Figure 15). Staying on top of the latest technology, Dittlinger furnished the plant with modern machinery and switched the mill's power to diesel in 1914, and eventually electric power.[26] Dittlinger expanded the mill about 1919 to accommodate increased corn milling and feed production.[27] In 1930, Dittlinger grew his enterprise when he purchased the flour mill at Landa Industries. To meet the growing feed market, he converted the mill to a poultry and livestock feed mill, greatly expanding his firm's production.[28] Dittlinger retired one year later, in 1931, handing over the reins of his company to son-in-law Alfred Liebscher.

Dittlinger also introduced the crushed rock and lime industry in New Braunfels. Apparently inspired by extant thousand-year-old buildings seen on a European trip in 1904, Dittlinger recognized the importance of lime mortar in lasting, quality construction.[29] With New Braunfels growing and more buildings to be constructed, Dittlinger opened a lime plant southwest of town to meet the expanding area's need in 1907. The Dittlinger Lime Company made quick lime used for cement, iron, and steel, and later added a rock-crushing plant to provide materials for highway construction.[30] Dittlinger also built houses, a store, and school for the Hispanic workers at the plant who named it "La Calera," or the Lime Kiln.[31] Like his father, Dittlinger also experimented with lime at the plant, patenting several inventions for processing the hydration of lime and for plastic hydrated lime (Figure 16).[32] Following the opening of the lime plant, Dittlinger built more concrete buildings at his other plants.

By the time Dittlinger retired in 1931, the modest flour and corn mill of 1886 had grown into "a strong, aggressive firm which operates a modern flour mill, corn mill, grain elevators, and commercial feed mill."[33] The Dittlinger name was synonymous with quality, with products sold statewide and even exported to Europe and South America.[34] Known as the "father of industry in New Braunfels," Dittlinger was vital to the development and evolution of industry in New Braunfels and played a significant role in the town's twentieth-century prosperity.[35] Dittlinger Industries first sold the lime factory, selling it to United States Gypsum Company in 1934. The feed mill at the old Landa complex remained in operation until 1978, at which time the Dittlinger family sold it to the Wurstfest Association.[36] The flour mill, though sold by Dittlinger Industries in 1955, remained in operation until 2023.[37]

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[25] Laura McKenzie, "Hidden History: H. Dittlinger Roller Mills," *New Braunfels Herald-Zeitung*, July 12, 2011, https://herald-zeitung.com/opinion/columns/hidden-history-h-dittlinger-roller-mills/article_7d8c4618-acdb-11e0-9ceb-001cc4c002e0.html
[26] https://sophienburg.com/the-dittlinger-legacy/.
[27] HHM, "New Braunfels Historic Resources Survey, 3-21.
[28] In 1925, Joseph Landa began liquidating his properties, including Landa Industries. San Antonio investment group, J. E. Jarratt purchased Landa Industries and operated it for only several years before declaring bankruptcy during the Depression. Afterward the complex was divided, and Dittlinger Roller Mills purchased the flour mill site south of the millrace. The City of New Braunfels bought the cotton mill and oil mill tract in 1940s.
[29] Kohlenberg, "The Dittlinger legacy."
[30] Oscar Haas, "Dittlinger, TX," *Handbook of Texas Online*, accessed July 11, 2025, https://www.tshaonline.org/handbook/entries/dittlinger-tx.
[31] Keva Hoffmann Boardman, "Names of places tell a cultural story, Sophienburg Museum and Archives, September 27, 2020, https://sophienburg.com/names-of-places-tell-a-cultural-story/.
[32] "Hippolyt Dittlinger," International Patents, from Ancestry, https://www.ancestry.com/discoveryuicontent/view/54991061:62216
[33] *Del Rio News Herald*, October 10, 1958, 9.
[34] *Del Rio News Herald*, October 10, 1958, 9.
[35] Kohlenberg, "The Dittlinger legacy."
[36] Alton J. Rahe, *Wurstfest: The First Fifty Years…,* unpublished book, 2011, 29.
[37] Hannah Thompson, "ADM to end production at New Braunfels' historic Dittlinger Mill in March," *The Herald-Zeitung*, February 10, 2023, https://herald-zeitung.com/community_alert/adm-to-end-production-at-new-braunfels-historic-dittlinger-mill-in-march/article_c9c9f46a-a9a1-11ed-8bcd-5327de4e7d7d.html.

*Dittlinger and Liebscher Family*

Hippolyt Dittlinger (1859-1946) married Elise Grab (1863-1943), a Swiss born teacher, in 1890. Together the couple had three children, Amalie (1891-1945), Franziska (1892-1994), and Bruno (1893-1987) (Figure 17). In 1919, Franziska married Alfred Liebscher (1895-1979). Born in Germany, Liebscher moved to Chicago in 1913 and met Bruno Dittlinger, who introduced the future couple.[38] The couple married at Saints Peter and Paul Roman Catholic Church in New Braunfels; a reception at the Dittlinger House at 372 Magazine Avenue followed (Figure 18). They moved into the Liebscher House in 1920. Together the couple had three children: Maria (1922-2019), Carl (1929-2019), and Loretta (1928).

Though active members of the community and the Saints Peter and Paul Roman Catholic Church, the Dittlinger family is most closely associated with the Sophienburg Museum and public library. Elise and Hippolyt first worked on establishing New Braunfels's first museum in 1925 after receiving a portrait in Braunfels, Germany, given with the intent of it being in a museum. With the mayor, Elise helped organize an association to raise funds for the museum and the purchase of the *Sophienburg* site.[39] In 1933, the Sophienburg Museum opened. Shortly thereafter, the Emmie Seele Faust Library opened on the adjacent property. By the late 1960s, New Braunfels was in need of a larger library. In support of the new public library, Franziska, Alfred, and Bruno, gave $92,000 in memory of Hippolyt and Elise, who had both passed in the 1940s, for its construction in 1967.[40] The Dittlinger Memorial Library served New Braunfels for 30 years before becoming the home of the Sophienburg Museum and Archives.

Bruno, Alfred, and Franziska continued their charitable and civic engagement throughout their lives. In 1970, the trio again gifted the city money, this time for the purchase of land next to Hinman Island for a Landa Park Expansion.[41] Alfred and Franziska were also civic leaders. In addition to his job as President of the Dittlinger Company following Hippolyt's retirement, Alfred also served as President of McKenna Memorial Hospital, President of the New Braunfels Trust, Senior Chairman of the Board and Director of the First National Bank of New Braunfels, Vice President and Director of the First Federal Savings and Land of New Braunfels, Director of the Dittlinger Memorial Library, and Director Emeritus of KLRN Public Television Channel 9.[42] Franziska, who lived to age 102, "contributed heavily to the New Braunfels community with civic service that helped shape the city."[43] Franziska was a charter member of New Braunfels Garden Club (1933), co-leader of the first Senior Girl Scout Troop in town, a volunteer with the American Red Cross during both world wars, a charter member of the Sophienburg Conservation Society and Heritage Society, and a member on the Texas Landmarks Commission, a role she shared with her mother.[44]

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[38] Marie Offerman, "Liebscher celebrates her 100th birthday on Friday," *New Braunfels Herald-Zeitung*, August 19, 1992, 11.
[39] Myra Lee Adams Goff, "Sophienburg's formation owes much to Dittlinger family," Sophienburg Museum and Archives, March 4, 2008, https://sophienburg.com/sophienburgs-formation-owes-much-to-dittlinger-family/.
[40] Marie Offerman, "Dittlinger rose dedication held at library," *New Braunfels Herald-Zeitung*, April 28, 1993, 13.; Texas Library and Historical Commission. Texas Libraries, Volume 32, Number 2, Summer 1970, periodical, Summer 1970; Austin, Texas. https://texashistory.unt.edu/ark:/67531/metapth1508029/m1/42/?q=%22dittlinger%22: accessed July 11, 2025, University of North Texas Libraries, The Portal to Texas History, https://texashistory.unt.edu; crediting UNT Libraries Government Documents Department.
[41] "Liebscher, Dittlinger Gift to City Makes Possible Purchase of Pearce Property," *New Braunfels Herald and Zeitung*, April 23, 1970, 1.
[42] "Liebscher," *San Antonio Light*, October 16, 1979, 24.
[43] "City mourns loss of Franziska Liebscher," *New Braunfels Herald Zeitung*, November 29, 1994, 1.
[44] "City mourns loss of Franziska Liebscher," *New Braunfels Herald Zeitung,* November 29, 1994, 1.

**History of the District**

The residential properties comprising the district fall just south of the "Hill" property subdivided by Alexander Rossy, outside of any plat or subdivision. Prior to their development, these properties fell within a larger parcel owned by H. Harbot (Figure 19).[45] After 1868, J. D. Guinn acquired acreage out of the northern portion of the Harbot tract, which he further subdivided and sold.[46] A portion of the tract that became 372 Magazine Street was first sold to Carl Voigt in 1883 and then to Peter Faust in 1889.[47] In 1889, Faust then sold this roughly 1.6-acre parcel to Hippolyt Dittlinger for $250.[48] Guinn also owned the land that would become 581 Coll Street, selling "lot number one and two in Southern Heights," to Frederick J. (F. J.) Maier in 1893.[49] Maier, and later his widow Hettie, owned this property, around 1.8 acres, until 1920, when Hettie sold it to Alfred and Franziska Liebscher for $1,500.[50] Days later, the Liebschers sold the property to Hippolyt Dittlinger for $300. The Dittlinger and Liebscher families owned the two properties throughout the historic period. Executors for the Dittlinger and Liebscher estates sold the property at 372 Magazine Street in 1989 and the property at 518 W. Coll Street in 1995.

Construction in the district occurred contemporaneously with the surrounding neighborhood over the last decade of the nineteenth century and the first several decades of the twentieth century. Frederick J. and Hettie Maier presumably built the first house in the district (Liebscher House, Resource 1) c. 1895 at **581 W. Coll Street**.[51] Frederick was born in Kansas to German parents, while Hettie was born in Texas to German parents. He was an attorney and Democratic County Chair for Comal County. In addition to the house, by 1922 the property contained a shed or barn (gone by 1930) and two ancillary structures (removed sometime after 1949) (see Figures 3-5).[52] The ancillary structures might have been related to Maier's "innovative" water supply system, as described in a 1905 *New Braunfels Herald* article and comprised of an "underground cistern, walled up with brick and cement" that relied on cylinders and motors rather than a hand pump, and a stand pipe to help with water pressure due to the property's hilltop location.[53] Frederick died in 1912, and Hettie remained living in the house until 1920, when she sold "the Old F. J. Maier homestead," to Alfred Liebscher.[54] Franziska and Alfred raised their three children at the house, and Franziska lived there following Alfred's death in 1979 and into the 1990s before her death in 1994.

[45] Per 1868 map of New Braunfels from Maps of the Past, accessed July 2, 2024, https://mapsofthepast.com/.
[46] Based on county tax rolls from the 1890s.
[47] Comal County Deed Records, Record U, 1889, pages 309-310, available via ROAM, https://comal.landrecordsonline.com/
[48] Comal County Deed Records, Record U, 1889, pages 309-310, available via ROAM, https://comal.landrecordsonline.com.
[49] Comal County Deed Records, Record W, page105, available via ROAM, https://comal.landrecordsonline.com. Research was unable to find more information on Southern Heights and whether it was an official subdivision or if the area was simply known as Southern Heights at the time.
[50] Comal County Deed Records, Record 41, page 275, available from via ROAM, https://comal.landrecordsonline.com
[51] Family history says Dittlinger built this house for his daughter and son-in-law, but deed and tax record research reveal that the house was likely built around 1895 for FJ and Hettie Maier. Maier purchased the property in 1893, and county tax rolls beginning in 1895 reveal the property valued at $500; Maier is not listed in rolls before 1894. Compared to other properties of the same acreage, in the same area, this is significantly higher. Also, Maier's property is valued the same as the nearby A. and M. Kopplin House (RTHL), built in 1892 at 564 Hill Avenue. Maier is also listed in the 1900 census as owning his property in "Union Hill." While research did not reveal information on Union Hill, Kopplin was also listed in "Union Hill," which indicates that this area was likely known as Union Hill. There is a possibility that the house was built earlier, by J. D. Guinn, between 1880 and 1893. Guinn lived on San Antonio Street in 1880 per census records; 1890 census records were not located.
[52] Per 1922, 1930, and 1949 Sanborn maps.
[53] "Innovation in the Water Supply," *New Braunfels Herald*, May 19, 1905, 2.
[54] Comal County Deed Records, Record 41, page 275, available from via ROAM, https://comal.landrecordsonline.com

Development of 372 Magazine Street (Dittlinger House, Resource 3) began under Hippolyt Dittlinger's ownership. Though Dittlinger acquired the property in 1889, he and his family did not move there until 1910.[55] Construction of the main house began in 1907, with the *Austin American Statesman* writing that Dittlinger was "preparing to erect a beautiful and very costly residence."[56] Dittlinger hired San Antonio architecture firm James Wahrenberger and Son to design the house, and New Braunfels builders Charles Roeper and Christian Herry received the contract for construction.[57] Despite laying the foundation in 1907, construction of the house was delayed three years "on account of the erection of the Dittlinger lime works" outside of town.[58] During this time, Dittlinger added the barn (Resource 9) for use as a planing mill. Here the lumber— pine shipped from East Texas—was processed and finished.[59] In 1910, the "palatial" sixteen-room, brick veneer house was completed for around $20,000 (Figure 20).[60] The house, "one of the handsomest residences in New Braunfels," was also considered modern for its time.[61] Advanced mechanical and electrical systems included a large furnace that heated the first floor via ducts. The house also did not have any fireplaces, as Dittlinger reportedly considered a lack of fireplaces a sign of wealth.[62]

Shortly after the completion of the house in 1910, the barn/planing mill became a carriage house with a tack room, horse stalls, carriage space, hay loft, and a single car bay.[63] Dittlinger also moved two circa 1900 houses (Resources 10 and 12) onto the property around 1910.[64] Around 1925 Dittlinger built the chicken coop (Resource 11), the pump shed (Resource 7), and the shed (Resource 8). Like the mechanical and electrical systems of the main house, another building on the property reflected Dittlinger's ingenuity and interest in modernity. The wash house (Resource 4), built about 1925 after the original wood building burned, is a two-story concrete building. The all-concrete building technology used for its construction is believed to have been a Dittlinger experiment and prototype for some concrete outbuildings at his mill.[65] The lower level of the building had a large water storage tank next to a concrete stove, and four rinsing sinks and piping running across the ceiling moved solar heated water to the storage tank (see Photo 25). In addition to serving as the wash house, family members used the roof for sunbathing.[66] The Dittlingers also planted a number of the pecan trees on the property, planting one for each grandchild born.[67]

Members of the Dittlinger family remained living in the district throughout the historic period and into the 1990s. In addition to Elise and Hippolyt and their children, Elise's sister, Amalie Gross, also lived at the Dittlinger House from 1910 until her death in 1952.[68] Other occupants included servant J.J. Sanders, their chauffeur (1920 census); Fannie and J. W. Helner, their gardener (1920 census); and Mary Wenzel, their maid (1940 census). Following Elise's death in 1943 and Hippolyt's death in 1946, Bruno moved into the house, living there until his death in 1987. During the historic period, photographs show many family gatherings and celebrations in the district (Figures 21-23). Among the

[55] Dittlinger is listed as renting a house on Seguin Street in the 1900 census.
[56] "Building in New Braunfels," *Austin American Statesman*, January 31, 1907, 9.
[57] "Building at New Braunfels," *Austin American Statesman*, Jun 3, 1907, 3.
[58] "Building at New Braunfels," *Austin American Statesman*, March 8, 1910, 1.
[59] Kohlenberg, "Beauty at one hundred and twelve."
[60] "Building at New Braunfels," *Austin American Statesman*, September 4, 1910, 3.
[61] "Building at New Braunfels," *Austin American Statesman*, Jun 3, 1907, 3.
[62] Kohlenberg, "Beauty at one hundred and twelve."
[63] Kohlenberg, "Beauty at one hundred and twelve."
[64] Prior location unknown.
[65] Site visit, information orally conveyed by property owner, May 12, 2023.
[66] Site visit, information orally conveyed by property owner, May 12, 2023.
[67] Kohlenberg, "Beauty at one hundred and twelve."
[68] Census records and Certificate of Death, available via Ancestry.com

family events at the Dittlinger House were the Liebschers' wedding reception and the funeral service for Hippolyt following his death at the age of 88 in 1946.[69]

Ralph Bauer, the "yard man" for the Dittlingers and Liebschers, resided in one of the backhouses at 372 Magazine Avenue (Resource 12) with his wife Zelda and two children in the 1920s and 1930s.[70] On the property, Bauer raised rabbits, hens, and made breeding cages for sale.[71] In 1940, Juan and Elena Villaegas, Mexican-born laborers, rented one of the rear houses.[72] Family history states that a tutor for the Liebscher children lived in the other backhouse (Resource 10), giving it its name "the Professor's House." Franziska and Alfred are also said to have lived there for a short time before moving into the house on W. Coll Street (Resource 1) in 1920.[73] For at least a short period of time in 1954, one of the rear houses also served as a Girl Scout Cottage for the Colorado Lakes Area Council of Girl Scouts.[74]

**Architecture**

The Dittlinger Family Residential Historic District is significant under Criterion C in the area of Architecture as an excellent intact example of late-nineteenth and early twentieth-century residential architecture. Resources in the district reflect popular architectural trends and shifts in residential construction during the period, highlighted by the modest Folk style of the backhouses and the more ornate Late Victorian and Revival styles of the two main houses. The district also gains significance from its association with prominent Central Texas architect James Wahrenberger, designer of the Dittlinger House, and local builders Charles Roeper and Christian Herry.

Association with Significant Architectural Styles

*Folk Style*

The two backhouses in the district use building forms and patterns associated with longstanding vernacular or folk traditions. Before the arrival of the railroad in New Braunfels in 1880, building methods and forms were typically passed down through hands-on teaching, orally, and through written documentation.[75] In New Braunfels, the techniques often reflected the town's German heritage and included *fachwerk* (a method using timbre framing) and stone construction. Over time, though, building techniques and forms evolved as builders adapted to the local environment, personal preferences, and new settlers who brought with them their own regional customs and traditions. When standardized milled lumber became readily available after the arrival of the railroad, more consistent National Folk style forms and patterns grew popular, remaining so into the early twentieth century. National Folk style houses are typically modest and lack ornamentation and design details inspired by other styles. Forms are generally simple, either square or rectangular, and roofs are commonly gabled.[76] Both Resources 10 and 12, built about 1900 and moved into the district about 1910, are backhouses that exemplify this style. Resource 10 has a two-room square plan and Resource 12 is rectangular, but both lack ornamentation. Resource 10 has a front porch, a feature typical of other folk style houses in New Braunfels and likely influenced by the Creole houses Germans encountered along the Gulf coast, incorporated into plans to suit the town's weather.[77] Wood and board-and-batten siding, common among National Folk houses, clad both of the wood-frame buildings. The gabled roofs of both houses are clad in metal, typical in New

[69] "H. Dittlinger," *The Austin American*, September 30, 1946, 2.
[70] Census records, available via Ancestry.com.
[71] Various advertisements, 1920s-1930, *New Braunfels Herald*.
[72] Census records, available via Ancestry.com.
[73] Kohlenberg, "Beauty at one hundred and twelve."
[74] "Girl Scout Leaders Training Course Set Next Tuesday," *New Braunfels Herald*, January 12, 1954, 2.
[75] HHM, "New Braunfels Historic Resources Survey," Prepared for the City of New Braunfels (2008), 3-11.
[76] Virginia McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, 2014), 155, Google Play eBook.
[77] Kenneth Hafertepe, *The Material Culture of German Texans* (College Station: Texas A&M University Press, 2016), 17.

Braunfels due to an 1880s ordinance requiring fire-proof roof cladding.[78] Though National Folk houses are not rare in New Braunfels, the two in the district serve to highlight the evolution of residential building construction in the city. Additionally, many National Folk houses in New Braunfels, due to their small size and age, have additions and alterations, and therefore have lost integrity, unlike Resources 10 and 12.

*Late Victorian and Revival Styles*

The arrival of the railroad in 1880 increased the availability of building materials, including brick and ornate prefabricated decorative millwork. In New Braunfels, these materials were readily available at the town's multiple lumber yards and the Henne Hardware Company, where tools, supplies, and materials were sold. Not only did the railroad make materials more readily available, it also brought exposure to popular architectural styles, including Folk Victorian, Queen Anne, Italianate, and Revival styles.[79] Coinciding with these trends was the assimilation of German Texans in New Braunfels.[80] Though German culture was far from abandoned in New Braunfels—the German language, cultural traditions, and societies persisted in New Braunfels—the move away from *fachwerk* and traditional building to new styles and methods was not only easier and more economical, but it also represented an alignment with contemporary American tastes. As such, although folk styles persisted after the arrival of the railroad, Late Victorian and Revival styles grew in popularity in New Braunfels throughout the late nineteenth and early twentieth centuries. More modest homeowners often incorporated Late Victorian details, such as porch spindlework and intricate trim, in an effort to keep up with the trends, while more prosperous families constructed large, high-style houses. The Liebscher and Dittlinger houses reflect the latter trend, highlighting New Braunfels' early twentieth-century prosperity.

The Folk Victorian style was popular in New Braunfels from the 1880s to about 1910, with both brick and wood-clad houses incorporating this style.[81] The style often used an L- or modified L-plan, intricate millwork, and featured Folk Victorian porch details such as turned porch posts, spindle friezes, and scrolled brackets. The Liebscher House, built c. 1895, is an excellent example of the Folk Victorian style, with decorative milled woodwork found at its bay window and porches. Though, Folk Victorian style houses were not rare in New Braunfels, the Liebscher House has distinguishing characteristics that make it a somewhat unique example. During the 2023 survey for the Central New Braunfels Historic District, of the more than 100 Folk Victorian style residences, none share the same plan as the Liebscher House, with most having either a traditional L-plan (cross-gabled roof) like the one at 705 W. Mill Street, or a modified L-plan (gable-on-hipped roof), like the house at 234 Tolle Street. The irregular L-plan form also makes the house larger than most of the other Folk Victorian houses, an indication of the status of its original owner, lawyer Frederick J. Maier, and its subsequent occupants, the Liebschers. The Liebscher House's bay window also represents a less common feature of a Folk Victorian house. While a number of larger Queen Anne style houses in New Braunfels had bay windows, only around seven percent of the more than 60 Folk Victorian L- and modified L-plan houses surveyed in 2023 had a similar bay window. Each of these houses, as represented by the house at 532 Comal Avenue, are smaller than the Liebscher House, and located on a smaller parcel.

The 1910 Dittlinger house is a high-style house with Italianate and Greek Revival stylistic influences. Reflective of this period of prosperity in New Braunfels, the house represents a departure from the typically small, unembellished Folk Style houses of the late nineteenth and early twentieth centuries. The utilization of brick also communicated an

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[78] John B. and Cindy J. Coers, "New Braunfels First Fire Station 1918," Comal County Historical Commission, Historical Markers, accessed July 1, 2024, https://www.co.comal.tx.us/Historical/Markers/1918_Fire_Station/NB%201st%20Fire%20Station%201918%20for%20web%202.pdf.
[79] McAlester, *A Field Guide to American Houses*, 418, Google Play eBook.
[80] Hafertepe, *The Material Culture of German Texans*, 6, 439.
[81] Per HHM, "New Braunfels Historic Resources Survey," and 2023 survey for Central New Braunfels Historic District NR nomination.

impression of stability, longevity, and, by extension, prosperity. Designed by James Wahrenberger and Son, the house reflects a larger city-wide trend that saw many of the town's prominent citizens hire architects to design their residences or businesses.[82] Like some other contemporary residences built in New Braunfels for prominent citizens around this time, the house incorporates a mix of popular residential architectural styles, including Greek Revival and Italianate stylistic influences. Its roof brackets, front-gable projection with bay window, and entryway set within the porch are common among Italianate houses. The house's porch formation, Ionic and Corinthian columns, and triangular pediment with dentils are characteristic of the Greek Revival style and detailing. The house also reflects Dittlinger's interest in innovation and modernity through its incorporation of advanced mechanical systems. Considered advanced for the time, the heating system included a large furnace that conducted heat through floor ducts. With time and advances, Dittlinger replaced this system with a boiler and radiator.[83] Dittlinger considered the lack of fireplaces in the house—the chimneys vented the furnace—a sign of wealth.[84] In utilizing an architect, brick construction, popular high styles, and advanced mechanical systems, the house symbolized Dittlinger's importance in New Braunfels.

The Dittlinger House is one of a handful of extant high-style residences built in New Braunfels over the first two-and-a-half decades of the twentieth century. While they all share some similarities—they are all brick construction with large massing—each house is unique in its architectural stylistic influences. Among the most ornate is the Queen Anne and Classical Revival inspired John Faust House (1905, 361 W. San Antonio Street), with its turret, cupola, and decorative pediments. It shares a similar form, asymmetry, and complex roofline with the Dittlinger House. Most distinct from the Dittlinger House is the Eclectic Moreau House (1905, 190 S. Seguin Avenue) with its painted symmetrical center passage plan and Prairie style inspired porch columns. The S. V. Pfueffer House (1910, 170 E. San Antonio Street) and the ornate Faust-Frueholz House (remodeled 1905, 305 S. Seguin Avenue, NR listed in 2024) are the only two Neoclassical residences, both characterized by projecting porches with large columns and balustrades, grand entrances, and decorative features including cornices and cupolas. Though widely different in design, the Pfueffer House is the only other house to also have a porte cochere. Among the most similar in form to the Dittlinger House is the Eiband House (1913, 447 S. Seguin Avenue), with its inset entrance, projecting front ell, and overhanging eaves. Whereas the Dittlinger House draws inspiration from the Italianate and Greek Revival styles, the Eiband House shows Prairie style inspiration in its porch columns, balustrade, and window sashes. The Dittlinger House's large lot and collection of buildings also distinguish it from the other residences, which are each located on lots of comparable sizes to the surrounding lots and have only one or two auxiliary buildings. The integrity of setting and feeling of the Dittlinger House also sets it apart from the other residences. All of the other houses are located on downtown New Braunfels's main thoroughfares, which were historically mixed-use but have since been commercialized. As part of this trend, the Moreau House, the Pfueffer House, and the Eiband House have all been converted from residential to commercial use. The Dittlinger House is the only one of these residences that is both still used residentially and located within a residential setting.

Architect James Wahrenberger

The Dittlinger House is also an excellent example of the residential work of renowned Texas architect James Wahrenberger. Wahrenberger was a pioneering and prolific figure in Texas architecture in the late nineteenth century. The San Antonio-based architect designed grand residences, such as those in the King William neighborhood of San Antonio, but his only contribution in New Braunfels was the Dittlinger House. Born in Austin to Swiss-born parents in 1855, Wahrenberger first studied at West Pennsylvania Academy and then in Switzerland and Germany. Graduating

[82] Kristina Kupferschmid, "Central New Braunfels Historic District," National Register nomination, 2024.
[83] Kohlenberg, "Beauty at one hundred and twelve."
[84] Kohlenberg, "Beauty at one hundred and twelve."

from Polytechnic in Karlsruhe in 1876, Wahrenberger opened an architecture practice in Austin in 1878, making him the first recorded architect in the state to hold a professional architecture degree.[85] In Austin, Wahrenberger partnered and worked with several architects, including John W. Glenn, John Andrewartha, and Jacob Lamour. During his five years in Austin, Wahrenberger's projects included the Methodist Episcopal Church (1878, with Glenn) and the Fayette County Jail (1881, with John Andrewartha). Moving to San Antonio in 1883, Wahrenberger partnered with German-educated architect Albert Felix Beckmann. Working together until 1890, the partners designed high-style residences and commercial and public buildings in San Antonio. Among the prominent San Antonians that the partners designed residences for were Edward Steves, Jr. (431 King William Street), a firearms merchant, and Charles F. A. Hummel (309 King William Street), sporting goods merchant (listed in the NRHP King William Historic District). The partners also designed the Customs and Warehouse and Federal Building in Piedras Negras, Mexico, in 1891. Wahrenberger practiced alone from 1890 until 1905, when he partnered with his son Frank as Wahrenberger and Son. Following Frank's death in 1910, Wahrenberger practiced alone until his death in 1929. Over the last four decades of his life, Wahrenberger designed the George W. Littlefield house (1893) and the John H. Houghton house (1886, demolished) in Austin, the Dittlinger house (1910), as well as churches in Refugio, San Antonio, and Shiner. He also built several buildings at Our Lady of the Lake University in San Antonio from 1907 to 1920. Wahrenberger also served as San Antonio's first building inspector and wrote the city's first building ordinance.[86] He was also active in local and state professional organizations, serving several terms as president of the Texas State Association of Architects, which hailed Wahrenberger in 1918 as the "Grand Old Man" of Texas architecture.[87]

The buildings designed by or in partnership with Wahrenberger that are listed in the National Register include:

- Reinbolt Hall at St. Mary's University, San Antonio (1908) – James Wahrenberger and Son (listed 2017)
- Old Lone Star Brewery, San Antonio (1895-1904) – Supervising architect with Beckman (listed 1972)
- Maverick County Courthouse, Eagle Pass (1885) – with Beckman (listed 1980)
- Alamo National Bank Building, San Antonio (1902) – own practice (listed 1984)
- William Reuter Building and the San Antonio Turnverein, San Antonio (1891) – own practice (listed in Alamo Plaza Historic District, 1977)
- George W. Littlefield House, Austin (1893) – own practice (listed 1970)
- Edward Steves, Jr. and Charles F. A. Hummel residences (1884) – with Beckmann (listed in the King William Historic District, 1972)

Working in the late nineteenth and early twentieth centuries, Wahrenberger designed in the popular styles of the day: Second Empire (Littlefield House), Romanesque Revival (Reinbolt Hall, Maverick County Courthouse), and Renaissance Revival (Alamo National Bank Building). While his work was varied, the design—form and stylistic influences—of the Dittlinger House is most similar to the Edward Steves, Jr. House and Hummel House in the NR-listed King William Historic District in San Antonio (Figures 24-25). Designed in 1884 with architect Albert F. Beckmann, both San Antonio houses have projecting front gables and first and second-story porches set under the roof, similar to the Dittlinger House. Other shared features with the Dittlinger House include a bay window, triangular pediment, and complex roofline. The Dittlinger House though, while similar in form, is distinct in several ways from the San Antonio residences. Both San Antonio houses are limestone, distinctly Italianate in style, and arguably more

[85] Wahrenberger and Lindeman Families Papers An Inventory of the Collection, Austin History Center, accessed July 11, 2025, and https://txarchives.org/aushc/finding_aids/00744.xml.
[86] Christopher Long, "Wahrenberger, James," *Handbook of Texas Online*, accessed December 04, 2024, https://www.tshaonline.org/handbook/entries/wahrenberger-james.
[87] Maria Watson, "James Wahrenberger, Architect," *Perspective*, volume 8, no. 2, 9.

ornate, with arched windows, elevated quoins, and decorative patterned brackets and balustrades. The two San Antonio examples are also located within a neighborhood of similarly sized residences and lots known for its high-style collection of houses. In New Braunfels, though, the Dittlinger House's distinct mixture of styles, its orange brick façade, and its intact collection of associated outbuildings distinguish it from other neighborhood residences. The Dittlinger House, Wahrenberger's only New Braunfels commission, is also unique from the San Antonio examples and neighboring houses for its collection of historic-age outbuildings. Lastly, the Dittlinger House is unique within its setting, as its lot and size are characteristically larger than the surrounding residential properties, enabling it to uniquely reflect a high-style, early twentieth-century residential property in the town.

Builders Charles Roeper and Christian Herry

New Braunfels builders Charles Roeper and Christian Herry are attributed with constructing the Dittlinger House.[88] Charles Roeper (1857-1939) was a first-generation German-Texan. A carpenter, Roeper worked for himself in the early twentieth century during the time he worked on the Dittlinger house.[89] He also served as a County Commissioner, a town alderman, and was secretary and treasurer for the New Braunfels Independent Order of Odd Fellows.[90]

The Herry family—Christian and sons Otto, Louis, and Alfred—were builders in New Braunfels in the late nineteenth and early twentieth centuries.[91] While Christian is attributed with the work, it is likely his sons also worked on the construction. Born in Germany, Christian (1854-1917) was a contractor in the "house building" industry in New Braunfels in the late nineteenth and early twentieth centuries.[92] His son Otto was a bricklayer, son Louis a carpenter, and Alfred a plasterer.[93] Together, they built the Holz residence on San Antonio Street in 1910 (not extant).[94] Christian is also attributed with the construction of Grune Hall (1878, NR listed in the Gruene Historic District in 1975), the Henne Hardware Building (1893) at 246 W. San Antonio Street, and the Prince Solms Inn (1898) at 195 E. San Antonio Street.

**Conclusion**

The two properties comprising the Dittlinger Family Residential Historic District in New Braunfels contain a collection of buildings that together highlight significant residential architectural trends in New Braunfels in the late nineteenth and twentieth centuries. The district's period of significance spans from 1895 to 1963, encompassing all historic-age construction. Reflecting this period of evolution, the district contains buildings constructed in National Folk, Late Victorian, and Early Twentieth Century Revival styles, and a 1963 addition reflects the Modern style. The two high-style primary residences in the district, and the collection of backhouses and outbuildings, reflect the upper-class status of the district's occupants, the Dittlingers, one of New Braunfels's most prominent industrial families. As such, the Dittlinger Family Residential Historic District is nominated to the National Register of Historic Places under Criterion C in the area of Architecture at the local level of significance.

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[88] "Building at New Braunfels," *Austin American Statesman*, June 3, 1907, 3.
[89] 1900 and 1910 U. S. Census records, available via Ancestry.com.
[90] *Austin America Statesman*, December 9, 1910, 6.; *Austin American Statesman*, April 14, 1904, 4.; *Austin American Statesman*, July 30, 1906, 1.
[91] Tara V. Kohlenberg, "The Timmermann house: Memory of its haunting beauty is all that is left," Sophienburg Museum and Archives, April 6, 2025, https://sophienburg.com/the-timmermann-house-memory-of-its-haunting-beauty-is-all-that-is-left/.
[92] 1900 and 1910 U. S. Census records, available via Ancestry.com
[93] Kohlenberg, "The Timmermann house."
[94] *Austin American Stateman*, March 29, 1910, 6.

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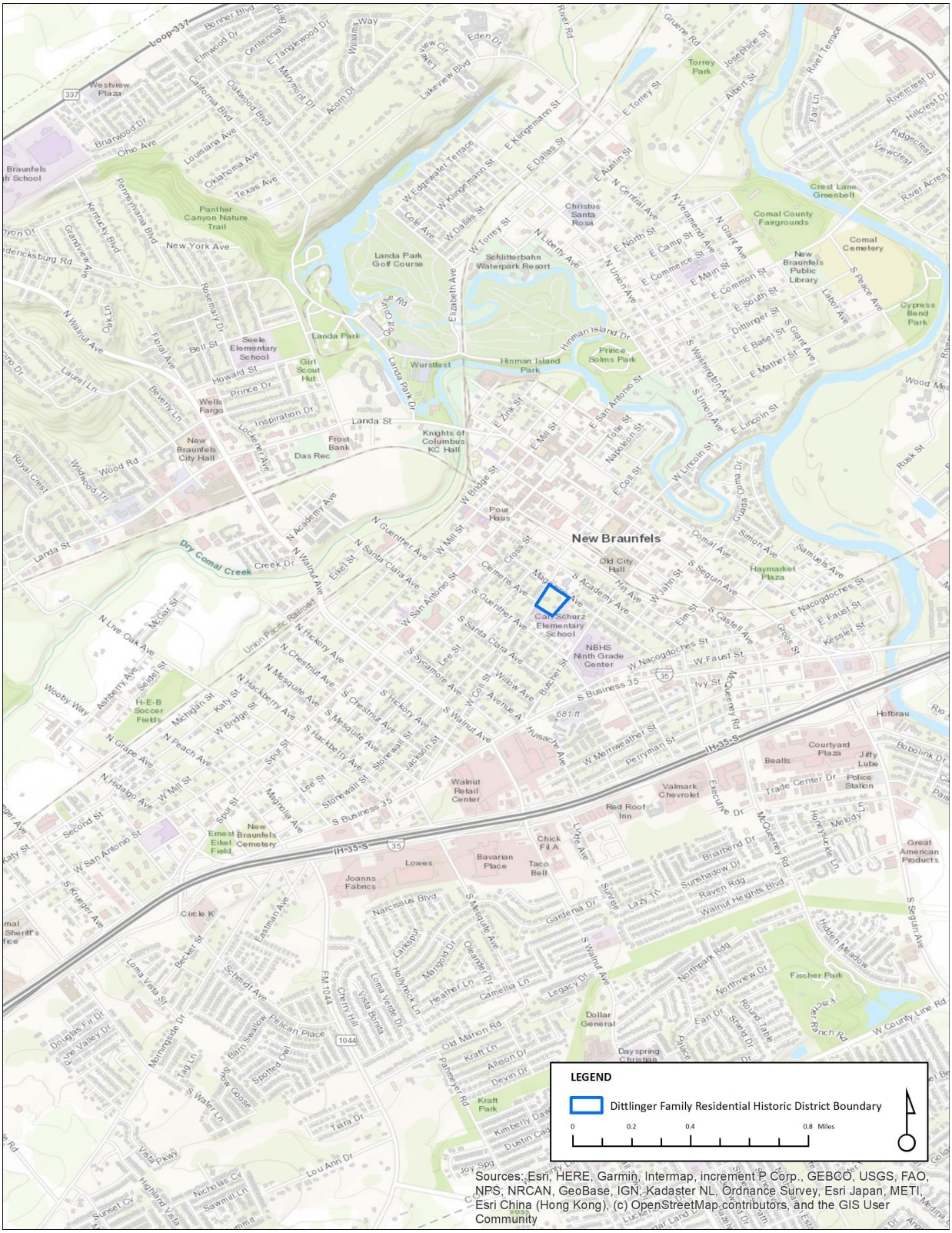


**Maps**

Map 1. County map of Texas with Comal County highlighted in red.



Map 2. Current topographic map showing historic district boundaries (in blue) in a wider context. Source: HHM, May 2025.



SBR Draft



Map 3. Aerial view of the Dittlinger Residential Historic District showing vertices in blue and boundary in yellow. Source: HHM, May 2025.

Dittlinger Residential Historic District Boundary Map




Coordinates

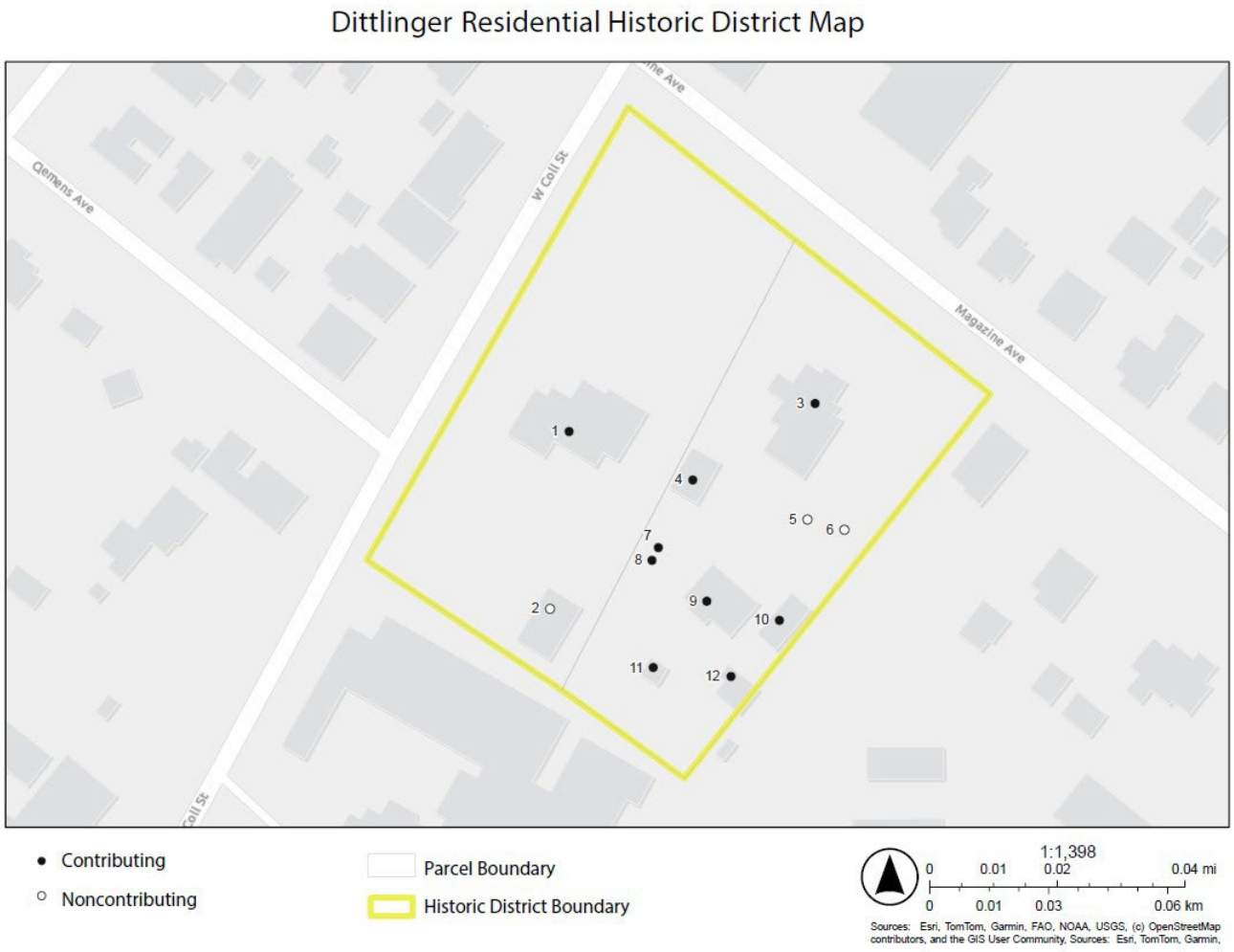
1.Latitude: 29.697285° Longitude: -98.124796°
2.Latitude: 29.696635° Longitude: -98.123852°
3.Latitude: 29.695766° Longitude: -98.124647°
4.Latitude: 29.692620° Longitude: -98.125474°

Historic District Boundary

0 0.02 0.04 0.08 mi
0 0.03 0.07 0.13 km

Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Map 4. Contributing/noncontributing map of the Dittlinger Residential Historic District showing; district boundary in yellow, parcel boundaries in gray, contributing in black, noncontributing in white. Source: HHM, May 2025.




| Map ID | Address | Type | Year Built | C/NC |
|---|---|---|---|---|
| 1 | 581 W. Coll St. (Liebscher House) | Single-family house | Ca. 1895 | C |
| 2 | 581 W. Coll St. | Garage apartment | 1999 | NC |
| 3 | 372 Magazine Ave. (Dittlinger House) | Single-family house | 1910 | C |
| 4 | 372 Magazine Ave. | Wash house | Ca. 1925 | C |
| 5 | 372 Magazine Ave. | Pool | 2018 | NC |
| 6 | 372 Magazine Ave. | Pool shed | 2018 | NC |
| 7 | 372 Magazine Ave. | Pump shed | Ca. 1925 | C |
| 8 | 372 Magazine Ave. | Shed | Ca. 1925 | C |
| 9 | 372 Magazine Ave. | Barn/carriage house | Ca. 1907 | C |
| 10 | 372 Magazine Ave. | Backhouse | Ca. 1900 | C |
| 11 | 372 Magazine Ave. | Chicken coop | Ca. 1925 | C |
| 12 | 372 Magazine Ave. | Backhouse | Ca. 1900 | C |

SBR Draft

**Figures**



Figure 1. 1938-aerial. Aerial image from 1938 showing the district. Note the internal walkway between the two properties. Source: USGS EarthExplorer.

SBR Draft





Figure 2. Aerial image from 1953 showing the district. Note the internal walkway between the two properties. USGS EarthExplorer.

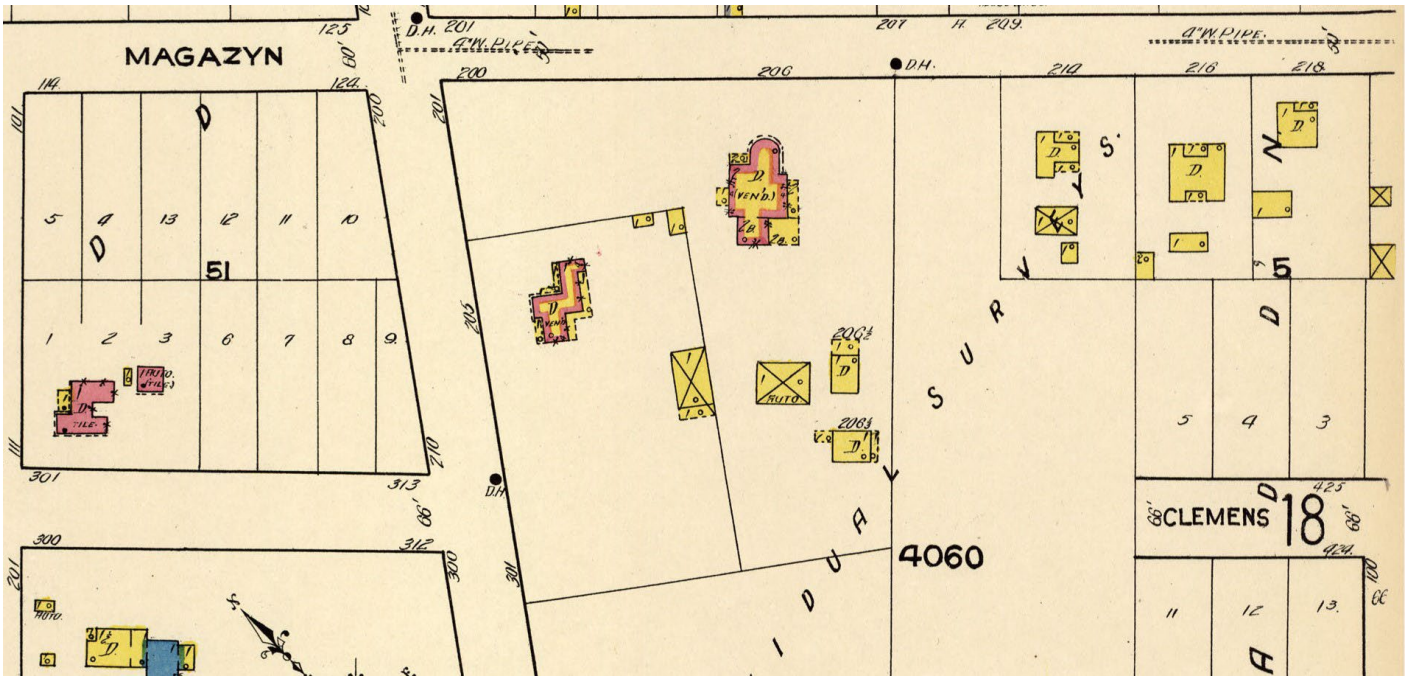



Figure 3. 1922 Sanborn map showing the district. Note that the Liebscher House (Resource 1) is depicted with a brick veneer (not in 1930 or 1949). No photos of the house from this period were discovered, but all information indicates the house was originally clad in wood, though there is a possibility that it was added sometime between 1922 and 1930. Source: University of Texas Libraries.

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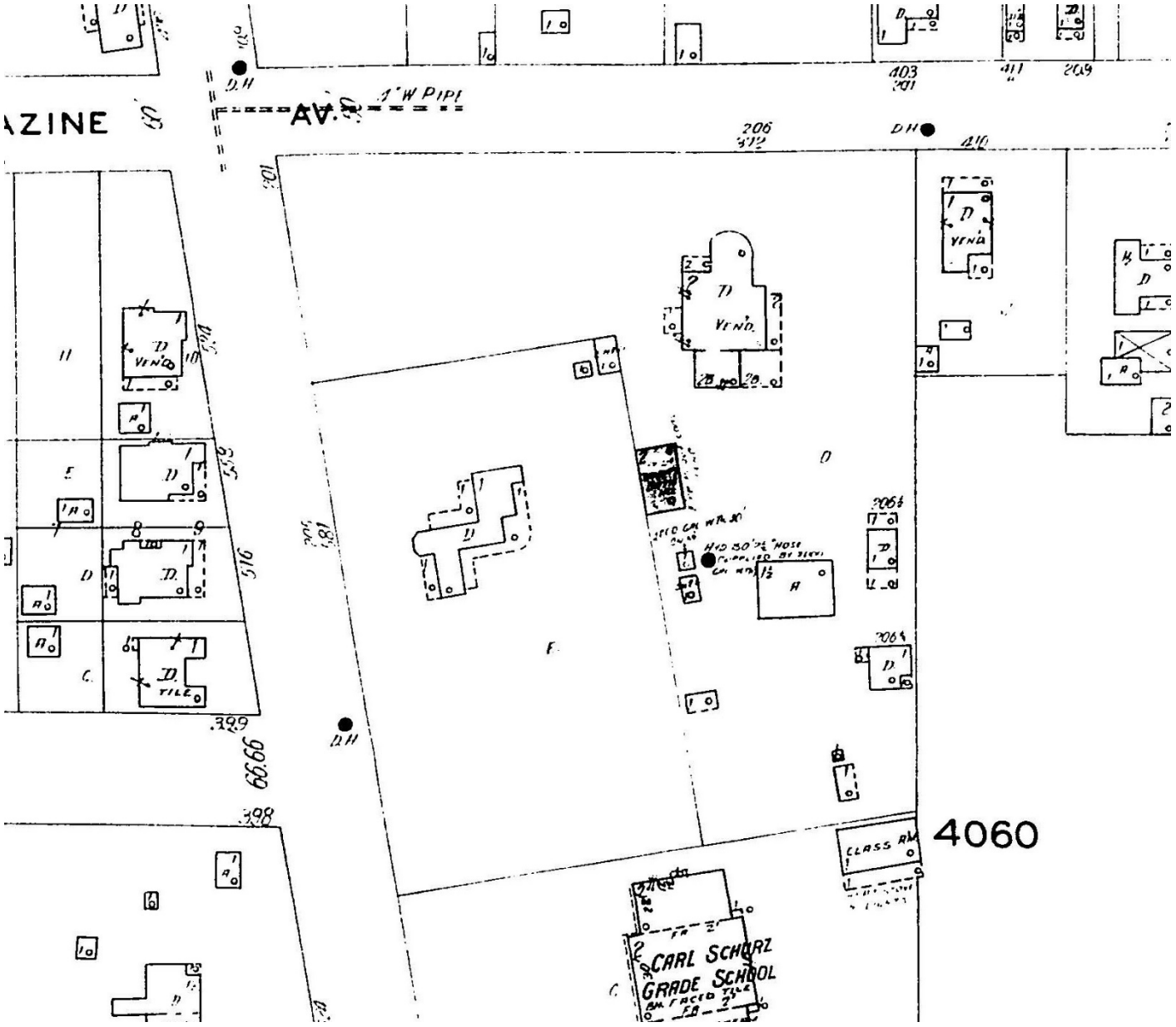



Figure 4. 1930 Sanborn map showing the district. Note that all historic-age resources in the district have been built. Source: ProQuest, Texas Digital Sanborn maps, Austin Public Library.

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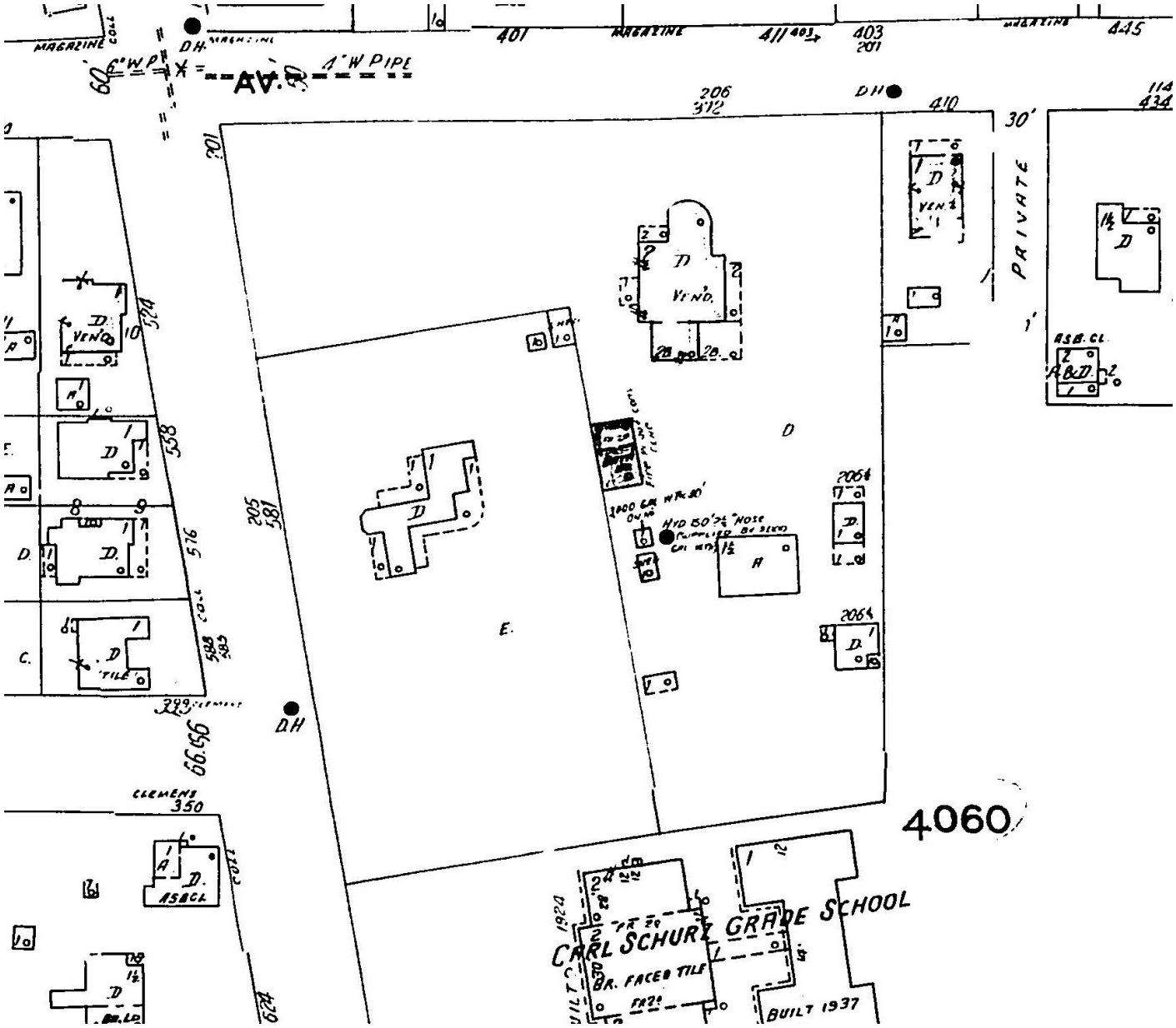



Figure 5. 1949 Sanborn map showing the district. Source: ProQuest, Texas Digital Sanborn maps, Austin Public Library.

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Figure 6. Liebscher House (Resource 1) at 581 W. Coll Street with the 1963 addition outlined in red. Source: Google maps, HHM overlay.

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Figure 7. Carl Liebscher with the Liebscher House (Resource 1) at 581 W. Coll Street in the background about 1933. Note the screened in porch that was removed during the 1963 addition. Source: Provided by property owners.

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Figure 8. The Liebscher House (Resource 1) addition (1963) depicted in a 1964 Libby-Owens-Ford pamphlet. Source: Provided by property owners.

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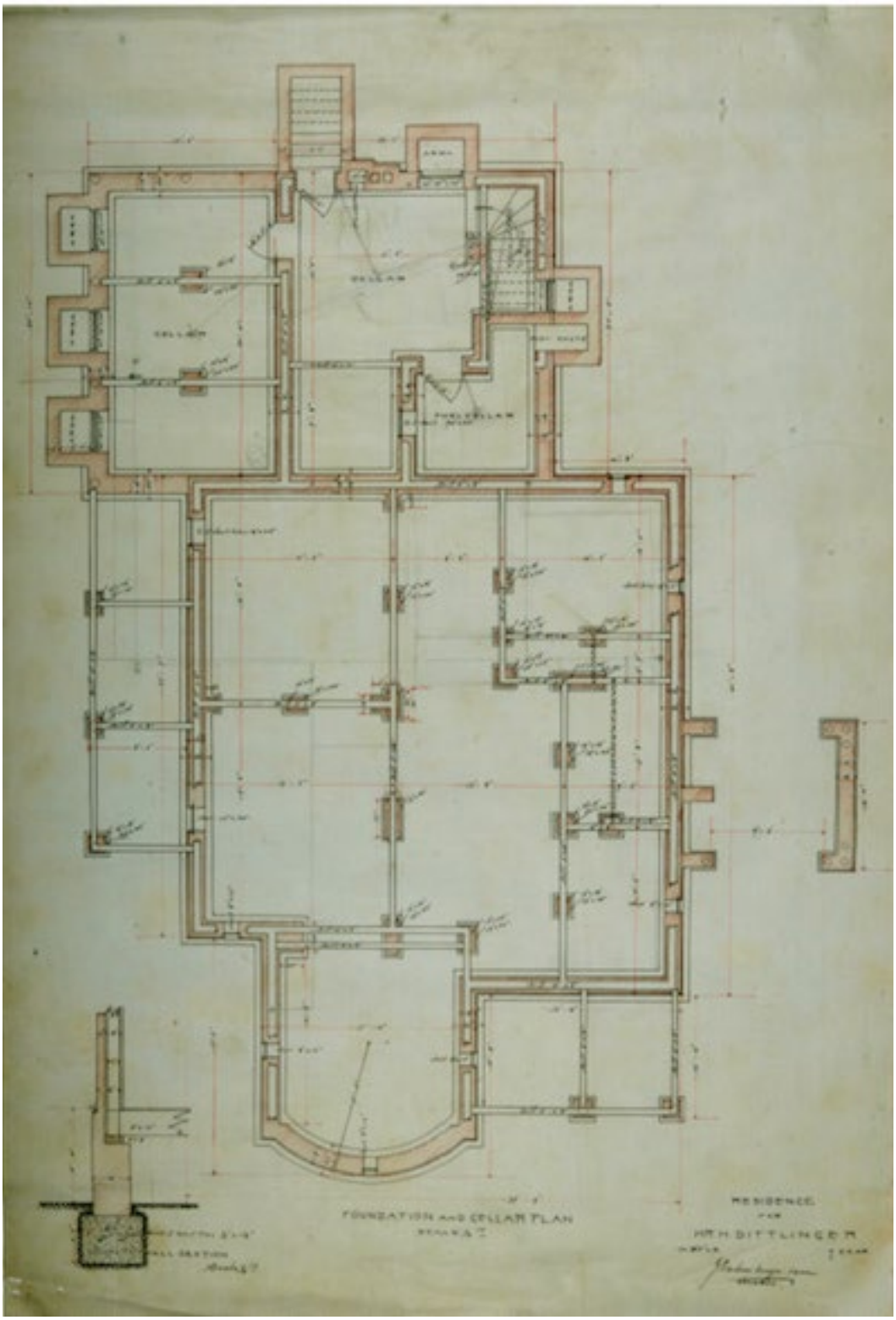



Figure 9. The foundation and basement for the Dittlinger House (Resource 3) at 372 Magazine Street. Note that higher quality images are not available. Source: Provided by property owners.

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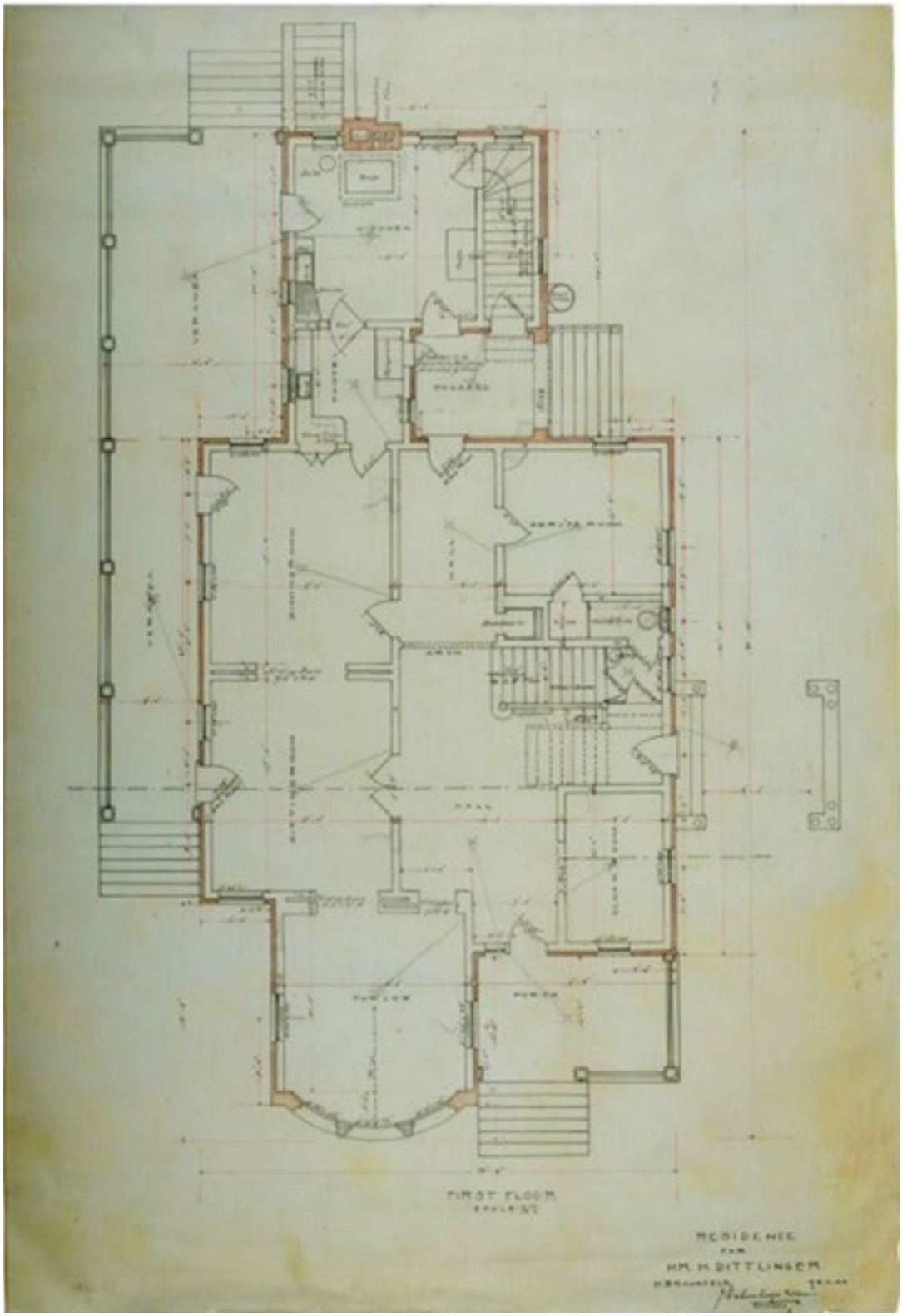



Figure 10. The first-floor plan for the Dittlinger House (Resource 3) at 372 Magazine Street. Note that higher quality images are not available. Source: Provided by property owners.

SBR Draft



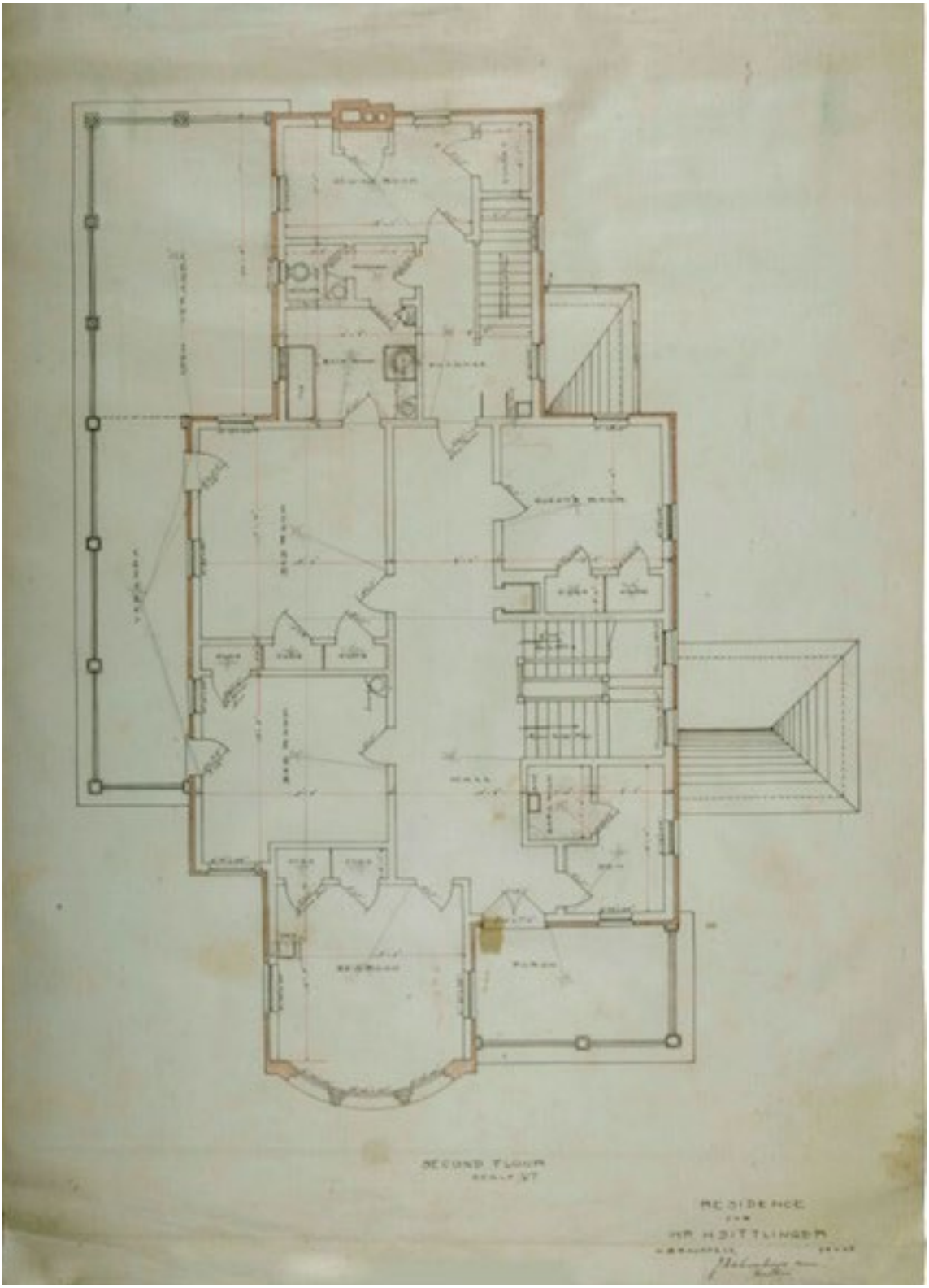



Figure 11. The second-floor plan for the Dittlinger House (Resource 3) at 372 Magazine Street. Note that higher quality images are not available. Source: Provided by property owners.

SBR Draft






Figure 12. Original plan for New Braunfels, 1850. Note no. 3 (current site of the Sophienburg Museum and Archives) is the Adelsverein headquarters site. The district developed southwest of this site (no. 3). Source: Texas GLO, General Map Collection, Map no. 2182.

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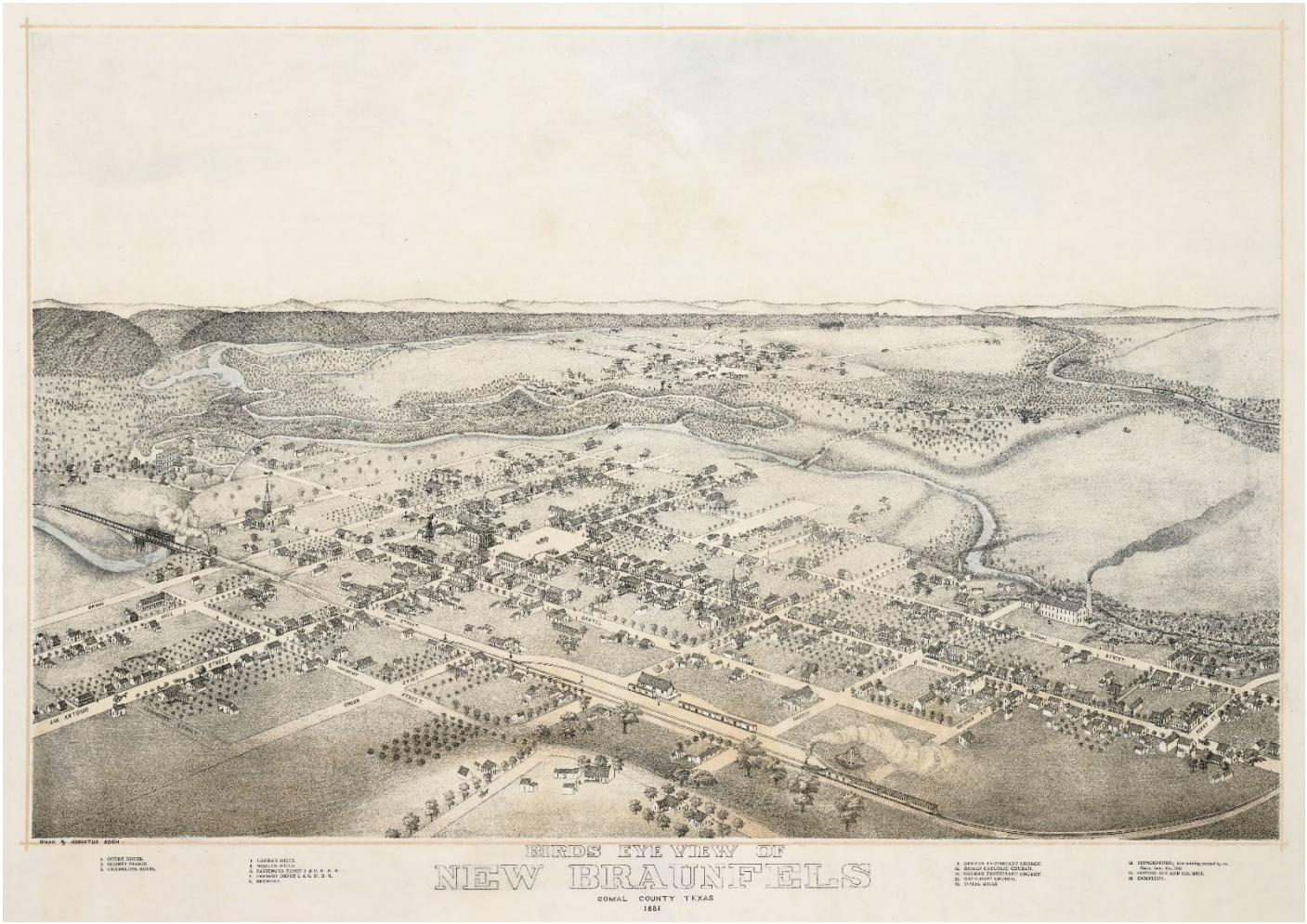



Figure 13. Augustus Koch's Birds Eye View of New Braunfels, Comal County, Texas, 1881. Note the district falls just outside of this view to the southwest. The Sophienburg site is located at the bottom center of the page. Source: Texas Historic Overlay, Texas State Library and Archives.

SBR Draft



Figure 14. Portrait of Hippolyt Dittlinger. Source: Mark Altenhoff, Find a Grave, "Hippolyt Dittlinger," accessed July 11, 2025, https://www.findagrave.com/memorial/82164626/hippolyt-dittlinger.

SBR Draft






Figure 15. H. Dittlinger Roller Mills Co. flour bag. Source: Ebay.com.

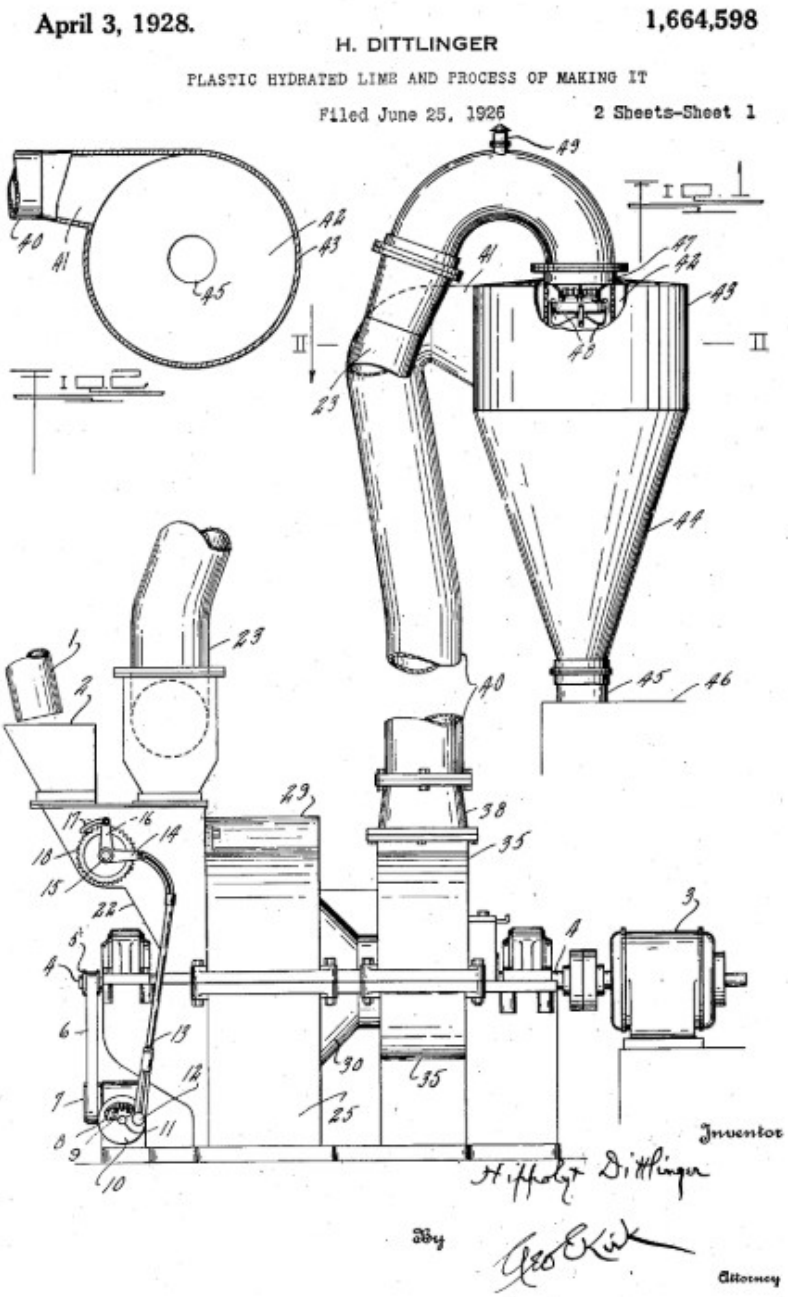



Figure 16. H. Dittlinger patent for plastic hydrated lime and process of making it, 1928. Source: H. DITTLINGER PLASTIC HYDRATED LIME AND PROCESS OF MAKING IT Filed, June 25. 1926 2 Sheets-Sheet 1 April 3, 1928. 1,664,598, from Google Patents.

SBR Draft





Figure 17. Portrait of the Dittlinger family – Elise and Hippolyt top row; children Amalie, Bruno, and Franziska bottom row; circa 1900. Source: Provided by property owners.

SBR Draft




Figure 18. Wedding photo of Alfred and Franziska Liebscher, 1919, at Dittlinger House (Resource 3). Source: Provided by property owners.




Figure 19. Inset of 1868 map of New Braunfels. The district is located in the H. Harbot tract outside the subdivided parts of town. Source: Source: Maps of the Past, accessed July 2, 2024, https://mapsofthepast.com/.

SBR Draft





Figure 20. The Dittlinger House (Resource 3) at 372 Magazine Avenue about 1920. Source: Sophienburg Museum and Archives.

SBR Draft



Figure 21. Wedding of Amalie Dittlinger to Hippolyt Mengden, 1914, taken at the Dittlinger House (Resource 3) at 372 Magazine Avenue. Source: Provided by property owners.

SBR Draft





Figure 22. Historic photograph of the property at 372 Magazine Avenue with backhouse (Resource 10) and barn/carriage house (Resource 9) in background, date unknown. Source: Provided by property owners.

SBR Draft



Figure 23. Birthday celebration in 1936 showing the wash house (Resource 4) at 372 Magazine Avenue. Source: Provided by property owners.

SBR Draft



Figure 24. Wedding photo inside the Dittlinger House (Resource 3) at 372 Magazine Avenue in 1943. Hippolyt and Elise Dittlinger are seated; grandchildren standing. Source: Provided by property owners.

SBR Draft



Figure 25. The 1884 Edward Steves Jr. House at 431 King William Street, San Antonio. Designed by James Wahrenberger with A. F. Beckman in a style similar to the Dittlinger House (Resource 3) at 372 Magazine Avenue. Source: San Antonio Registry, accessed July 11, 2025, https://www.sahouseregistry.com/houses/431-king-william.

SBR Draft




Figure 26. The 1884 Charles F. A. Hummel House at 309 King William Street, San Antonio. Designed by James Wahrenberger with A. F. Beckman in a style similar to the Dittlinger House (Resource 3) at 372 Magazine Avenue. Source: San Antonio Registry, accessed July 11, 2025, https://www.sahouseregistry.com/houses/309-king-william.

SBR Draft



**Photos**



Photo 1. View of district from corner of W. Coll Street (Resource 1 to the right) and Magazine Avenue (Resource 3 to the left). Camera facing south.

SBR Draft




Photo 2. View of Liebscher property and house (Resource 1) at 581 W. Coll Street. Camera facing northeast.

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Photo 3. View of Dittlinger property and house (Resource 3) at 372 Magazine Avenue. Camera facing southeast.

SBR Draft



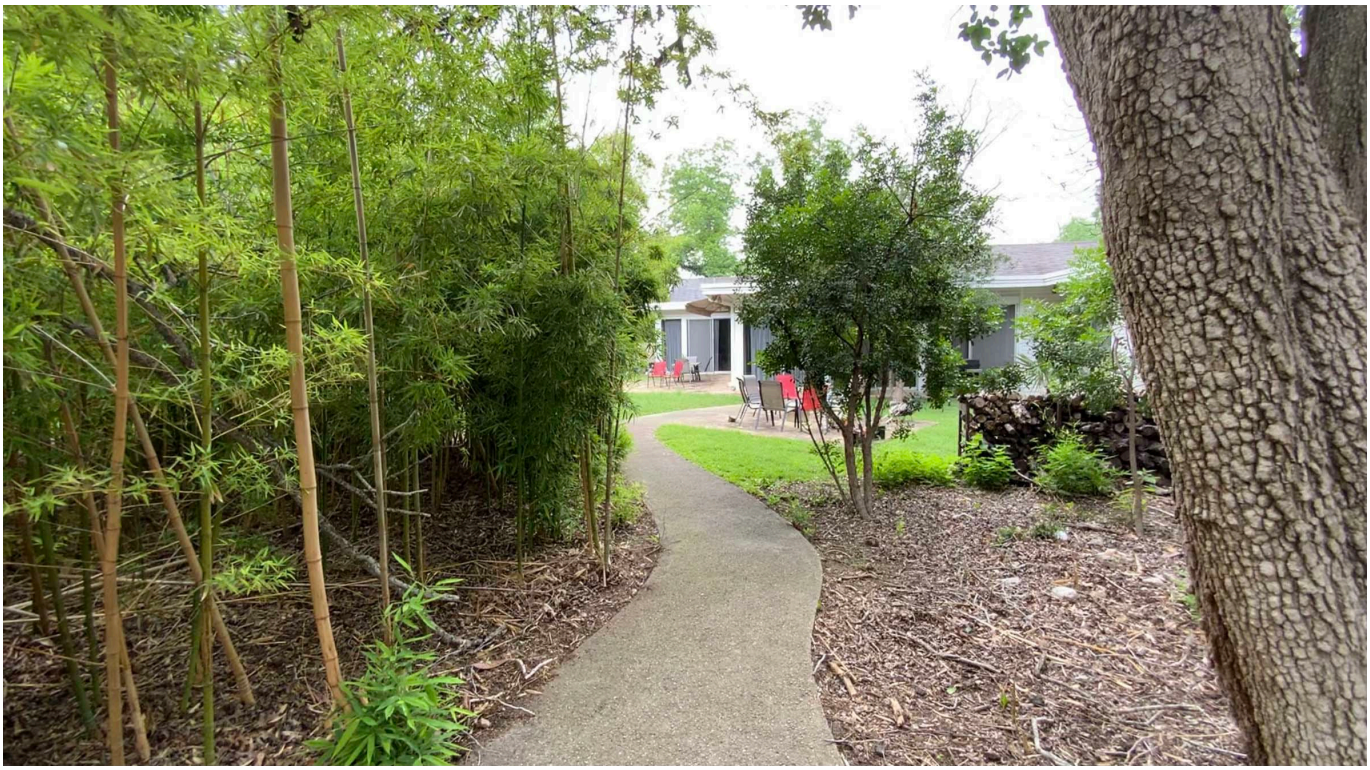


Photo 4. The path between the Liebscher and Dittlinger properties. Camera facing northwest toward the rear of the Liebscher House (Resource 1).

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Photo 5. Front façade of the Liebscher House (Resource 1). Camera facing southeast.

SBR Draft





Photo 6. Oblique of the front of the Liebscher House (Resource 1). Camera facing south.

SBR Draft




Photo 7. Oblique of the front of the Liebscher House (Resource 1). Camera facing northeast.

SBR Draft




Photo 8. View of the second porch on the Liebscher House (Resource 1) facing the intersection of W. Coll Street and Magazine Avenue. Camera facing north.

SBR Draft




Photo 9. View of the rear of the Liebscher House (Resource 1) showing the 1963 addition. Camera facing northwest.



Photo 10. Interior view of the Liebscher House (Resource 1) showing an original rear wall with windows and door that became an interior wall with the 1963 addition. Camera facing northeast.

SBR Draft




Photo 11. Interior view of the Liebscher House (Resource 1) showing plaster wall and original wood opening surrounds. Camera facing northwest.

SBR Draft





Photo 12. Interior view of the Liebscher House (Resource 1). Note the original plaster ceiling sconce. Camera facing northeast.

SBR Draft





Photo 13. Interior view of the 1963 addition of the Liebscher House (Resource 1). Note the built-in seating and storage. Camera facing northeast.

SBR Draft





Photo 14. Front façade of the noncontributing garage apartment (Resource 2) behind the Liebscher House (Resource 1) at 581 W. Coll Street. Camera facing southeast.

SBR Draft





Photo 15. Front façade of the Dittlinger House (Resource 3) at 372 Magazine Avenue. Camera facing southwest.

SBR Draft




Photo 16. Side southeast façade of the Dittlinger House (Resource 3) showing the porches. Camera facing northwest.

SBR Draft





Photo 17. Side southeast façade first-floor porch of the Dittlinger House (Resource 3). Note the rear portion is screened in. Camera facing southwest.

SBR Draft




Photo 18. Rear portion of the second-story porch on the side southeast façade of the Dittlinger House (Resource 3). Camera facing northeast.

SBR Draft




Photo 19. Side northwest façade of the Dittlinger House (Resource 3). Camera facing southeast.

SBR Draft





Photo 20. Interior view of the Dittlinger House (Resource 3) showing original wood built-ins and surrounds. Note the burled grain. Camera facing northeast.

SBR Draft




Photo 21. The primary staircase in the Dittlinger House (Resource 3). Camera facing southwest.

SBR Draft




Photo 22. Interior of the Dittlinger House (Resource 3). Camera facing northeast.

SBR Draft




Photo 23. The front façade of the washhouse (Resource 4) at 372 Magazine Avenue. Camera facing northwest.

SBR Draft




Photo 24. Detail of the concrete walls, pilasters, and brackets on the front façade of the wash house (Resource 4) at 372 Magazine Avenue. Camera facing northwest.

SBR Draft




Photo 25. Interior of the wash house (Resource 4) at 372 Magazine Avenue. Note the original concrete block stove. Camera facing northwest.

SBR Draft



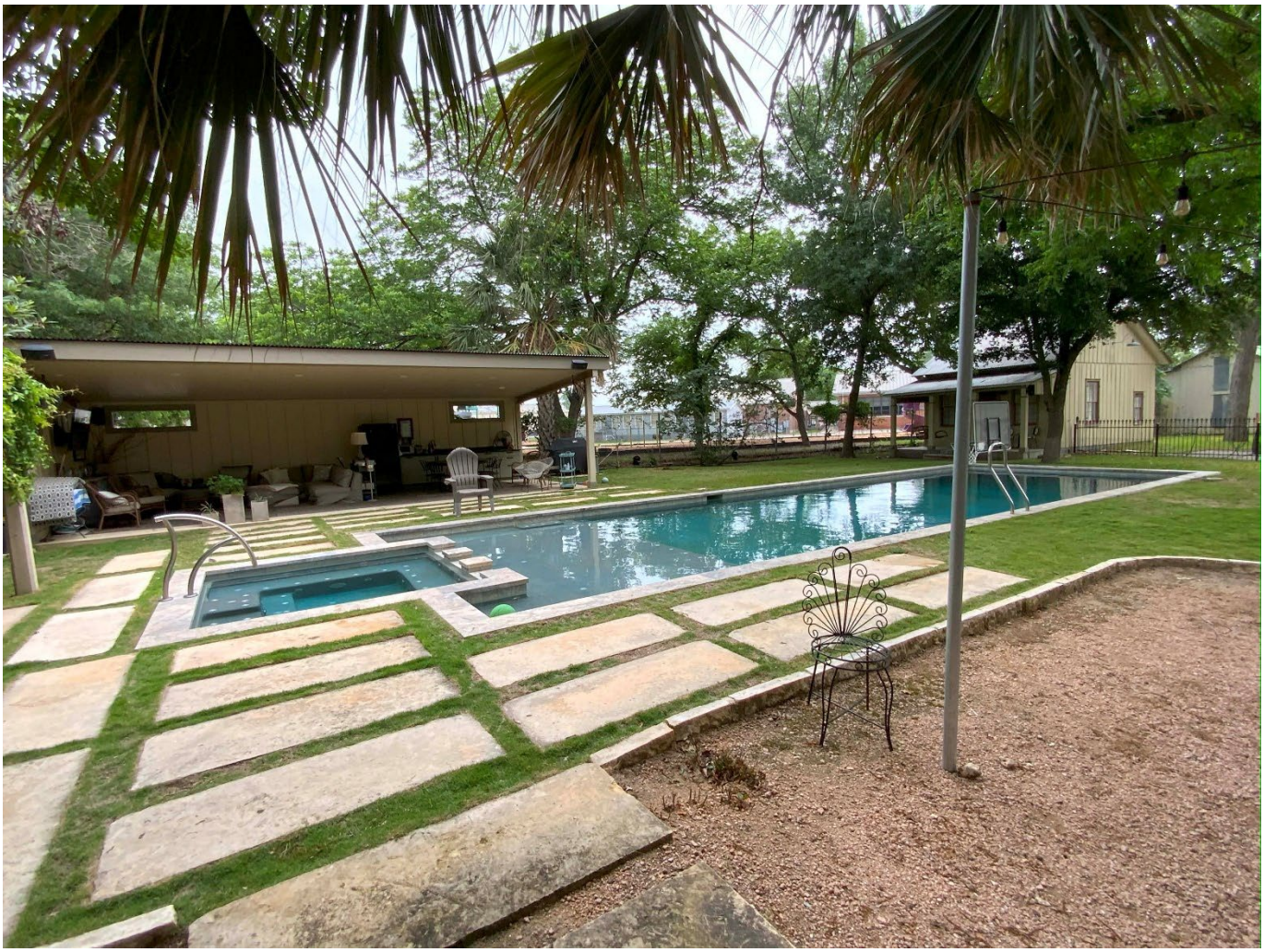


Photo 26. The noncontributing pool (Resource 5) and pool shed (Resource 6) at 372 Magazine Avenue. Camera facing southeast.

SBR Draft





Photo 27. The shed (Resource 8) and pump shed (Resource 7) at 372 Magazine Avenue. Camera facing northwest.

SBR Draft




Photo 28. The shed (Resource 8) on the Dittlinger property at 372 Magazine Avenue. Camera facing southwest.

SBR Draft






Photo 29. The barn/carriage house (Resource 9) at 372 Magazine Avenue. Camera facing southwest.

SBR Draft




Photo 30. The rear of the barn/carriage house (Resource 9) and the front of the Bauer House backhouse (Resource 12) at 372 Magazine Avenue. Camera facing southeast.

SBR Draft




Photo 31. Front façade of the Professor's House backhouse (Resource 10) at 372 Magazine Avenue. Camera facing southwest.

SBR Draft





Photo 32. View of the side of the Professor's House backhouse (Resource 10) and pool (Resource 5) at 372 Magazine Avenue. Camera facing southeast.

SBR Draft





Photo 33. Rear of the Professor's House backhouse (Resource 10) and side of the barn/carriage house (Resource 9) at 372 Magazine Avenue. Camera facing northeast.

SBR Draft





Photo 34. The chicken coop (Resource 11) at 372 Magazine Avenue. Camera facing southeast.

SBR Draft




Photo 35. Oblique view of the backhouse known as the Bauer House (Resource 12) at 372 Magazine Avenue. Camera facing northeast.

**PRESENTER:**
Scott McClelland, Assistant Transportation and Construction Services Director

**SUBJECT:**
Approval of resolutions supporting the submission of projects to the U.S. Department of Transportation Safe Streets and Roads for All grant and approval of a resolution supporting the submission of a project to the U.S. Department of Transportation Railroad Crossing Elimination Grant Program.

**DEPARTMENT:** Transportation and Construction Services

**COUNCIL DISTRICTS IMPACTED:** Citywide

**BACKGROUND INFORMATION:**
On March 25, 2024, the City Council passed a resolution adopting the New Braunfels Street Safety Action Plan. This plan outlined measures to reduce speeds, protect and expand multimodal spaces, inform and educate the public on the benefits of such infrastructure, and work towards more streamlined implementation of safety measures. The plan also details funding options for proposed projects, including the Safe Streets for All (SS4A) grant program.

The U.S. Department of Transportation (USDOT) SS4A program provides grants to local, regional, and tribal communities for implementation, planning, and demonstration activities as part of a systematic approach to prevent deaths and serious injuries on the nation's roadways. The SS4A grant program offers Planning and Demonstration Grants for Safety Action Plans and supplemental safety planning and demonstration activities, and Implementation Grants to implement projects identified in existing action plans.

Staff have identified three projects to submit to the SS4A grant for both Implementation and Supplemental Planning funding. For Implementation, installing a roundabout to improve safety at the intersection of Landa St, N Seguin Ave, and Zink St. For Supplemental Planning, an update of the Street Safety Action Plan, the city's Vision Zero document, and the Elliot Knox Blvd Multimodal Corridor Study.

The USDOT Rail Crossing Elimination (RCE) Grant Program provides funding for highway-rail or pathway-rail grade crossing improvement projects that improve the safety and mobility of people and goods. A project type for consideration for the grant is grade separation at rail intersections.

In September 2025, the Texas Legislature passed H.B. 4230, declaring the Great Springs Project trail the Bicentennial Trail and supporting its completion by the Texas Bicentennial in 2036. The trail will connect existing and new trails, Texas historical sites, and iconic landscape features, including Barton, San Marcos, Comal, and San Antonio Springs, into a trail network from the Alamo to the State Capitol. The Waterway Lane Trail segment was included to connect pedestrians and bicyclists to the Common St and Gruene Rd

improvements, towards Landa Park, the Dry Comal Creek, and then on to San Antonio.

On November 13, 2025, the city was awarded Texas Department of Transportation (TxDOT) Transportation Alternatives funding for a pedestrian trail within the right-of-way dedicated for Waterway Lane. The trail ends at Old FM 306 due to constraints crossing the railroad tracks adjacent to Goodwin Lane.

Staff have identified one project to submit to the RCE Grant Program. A pedestrian bridge crossing the railroad tracks at Old FM 306 and connecting to the pedestrian improvements being installed on Goodwin Lane. This separated crossing increases safe mobility options for residents to travel to and from the northeast area of town.

**ISSUE:**
Continue to develop programs and safety measures to help meet the goals of the adopted Street Safety Action Plan through the use of Federal grants.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☒Enhanced Connectivity ☒Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
Projects selected for grant funding require a 20 percent local match.

**RECOMMENDATION:**
Approval of resolutions of support to submit projects to the SS4A and RCE grant programs.

**RESOLUTION NO. 2026-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, SUPPORTING THE SUBMISSION OF TRANSPORTATION PROJECTS FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM.**

---

**WHEREAS**, the City seeks funding to prevent traffic-related injuries and deaths through the implementation of the "Safe Systems" approach by building and reinforcing multiple layers of protection to both prevent crashes and minimize harm when crashes do occur; and

**WHEREAS,** the City adopted a Street Safety Action Plan based on Vision Zero principles, a global safety initiative posting that traffic-related deaths and injuries are not inevitable; they can be entirely prevented through planning, design, enforcement, and education; and

**WHEREAS,** the City's Strategic Plan prioritizes improved connectivity and enhanced walkability providing a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists and freight vehicles; and

**WHEREAS**, the U.S. Department of Transportation released a National Roadway Strategy in early 2022 highlighting the public health crisis occurring from traffic deaths, and committing to a national goal of zero deaths through a Safe Systems Approach; and

**WHEREAS,** the Bipartisan Infrastructure Law is providing funding for transportation projects, including the Safe Streets and Roads for All (SS4A) grant program focused on elevating planning and investments towards safer streets; and

**WHEREAS,** funds for the Fiscal Year 2026 SS4A discretionary grant program funds are to be awarded on a competitive basis to support planning, infrastructure, behavioral and operational initiatives to prevent death and serious injuries on roads and streets involving all users;

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

**THAT**, the City Council authorizes the City Manager, or designee, to submit a grant application for the implementation and supplemental planning grant funds to support the Seguin-Zink Round-About, update to the Street Safety Action Plan, and Elliot Knox Boulevard Multimodal Corridor Study.

**PASSED, ADOPTED AND APPROVED this 11th day of May, 2026.**

City of New Braunfels, Texas

NEAL LINNARTZ, Mayor

Attest:

GAYLE WILKINSON, City Secretary

**RESOLUTION NO. 2026-**

**A RESOLUTION SUPPORTING THE CITY OF NEW BRAUNFELS'S APPLICATION TO THE FEDERAL RAILROAD ADMINISTRATION'S 2026 RAIL CROSSING ELIMINATION GRANT PROGRAM**

---

**WHEREAS,** the City seeks funding to prevent traffic-related injuries and deaths through the implementation of the "Safe Systems" approach by building and reinforcing multiple layers of protection to both prevent crashes and minimize harm when crashes do occur; and

**WHEREAS,** the City's Strategic Plan prioritizes improved connectivity and enhanced walkability providing a well-connected transportation network serving pedestrians, bicyclists, transit users, children, older individuals, individuals with disabilities, motorists and freight vehicles; and

**WHEREAS,** the Federal Railroad Administration issued a call for projects in early 2026 for communities to apply for funding assistance through the Rail Crossing Elimination Grant Program; and

**WHEREAS,** the Rail Crossing Elimination Grant Program funds may be used for development of engineering (plans, specifications, and estimates and environmental documentation) and construction of grade separation at rail crossings for vehicles and/or pedestrians. The funds require a local match for 20% of eligible project costs; and

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

**THAT,** The City of New Braunfels supports funding this project as described in the 2026 Rail Crossing Elimination Grant Program application (including the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of New Braunfels is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

**DULY PASSED by majority vote of all members of the City Council of the City of New Braunfels on the 11th day of May 2026.**

City of New Braunfels, Texas

_____

Attest: NEAL LINNARTZ, Mayor

_____

GAYLE WILKINSON, City Secretary

PRESENTER:
Ken Wilson, Parks and Recreation Director

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

DEPARTMENT: Parks and Recreation

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:
The opening of Willard Canyon, Alligator Creek Trail West and the upcoming opening of Zipp Family Sports Park and Mission Hill Park have prompted a review of the current Parks and Recreation ordinances to incorporate the new locations and update several other sections to align them with department policies.

A presentation regarding these amendments was given to the Parks and Recreation Advisory Board on February 10, 2026. At this meeting, staff was given direction to move forward with presenting these amendments to City Council.

Section 86-8 Glass containers prohibited in park areas and on rivers, lakes and streams.
The word 'beverage' was removed to align with the 2005 update to the title of the section, and the listing of individual parks, park properties, and waterways was removed.

Sec. 86-10. Prohibition of alcoholic beverages in city parks and city-owned property.
The listing of individual parks, park properties, and waterways was removed.

Sec. 86-12. Prohibition of sale or advertising of goods, wares or services in city parks.
Language was added to allow for an approved special event in the park to have vendors at their event advertising or selling goods, wares, or services.

Sec. 86-17. San Antonio Street bridge safety zone
The San Antonio Street Safety Zone was to be terminated upon the announcement by the City Manager that Comal River activities could resume after completion of the San Antonio Street Bridge reconstruction. Construction was completed in May 2020.

Sec. 86-97. Landa Park miniature golf and paddle boat fees.

On May 13, 2024, the City Council approved the contract with Paddle TX, LLC to operate the Landa Park miniature golf and paddle boats with new fees set in the contract.

## ISSUE:

Reviewing Chapter 86, Parks and Recreation, revealed several ordinances in need of updates to reflect current standards and practices.

## STRATEGIC PLAN REFERENCE:

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

## FISCAL IMPACT:

N/A

## RECOMMENDATION:

At the February 10, 2026 regular Parks and Recreation Advisory Board meeting, the board recommended approval 7-0.

Staff recommends approval of the ordinance amendments.

**ORDINANCE NO. 2026 - ____**

**AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 86-8 "GLASS CONTAINERS PROHIBITED IN PARK AREAS AND ON RIVERS, LAKES AND STREAMS", SECTION 86-10 "PROHIBITION OF ALCOHOLIC BEVERAGES IN CITY PARKS AND CITY-OWNED PROPERTY", SECTION 86-12 " PROHIBITION OF SALE OR ADVERTISING OF GOODS, WARES OR SERVICES IN CITY PARKS", SECTION 86-17 " SAN ANTONIO STREET BRIDGE SAFETY ZONE", AND SECTION 86-97 " LANDA PARK MINIATURE GOLF AND PADDLE BOAT FEES" OF THE NEW BRAUNFELS CODE OF ORDINANCES TO MATCH DEPARTMENT POLICY; PROVIDING A REPEALER, SEVERABILITY AND SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, Parks and Recreation Department has acquired additional parks and park properties since the last amendment; and

**WHEREAS**, Section 86-8 of the New Braunfels Code of Ordinances established that glass containers are prohibited in park areas and on rivers, lakes and streams; and

**WHEREAS**, Section 86-10 of the New Braunfels Code of Ordinances established the prohibition of alcoholic beverages in city parks and city-owned property; and

**WHEREAS**, the Code of Ordinances needs to be amended to address all city parks, trails, and sports facilities in regards to glass containers and alcoholic beverages; and

**WHEREAS**, Section 86-17 of the New Braunfels Code of Ordinances established the San Antonio Street Safety Zone, which was to be terminated upon the announcement by the City Manager that Comal River activities could resume in the San Antonio Street Bridge Safety Zone; and

**WHEREAS**, On May 12, 2020 the announcement of Comal River activities resuming was published in the Herald Zeitung; and

**WHEREAS**, Section 86-97 of the New Braunfels Code of Ordinances established the Landa Park miniature golf and paddle boat fees; and

**WHEREAS**, On May 13, 2024 the City Council approved the contract with Paddle TX, LLC to operate the Landa Park miniature golf and paddle boats; and

**WHEREAS**, The proposed changes to Sections 86-8, 86-10, 86-12, 86-17, and 86-97 were approved by the Parks and Recreation Advisory Board on February 10, 2026; and

**WHEREAS**, the City Council of the City of New Braunfels, Texas has the authority under its Home Rule Charter and under the laws of the State of Texas to adopt regulations aimed to protect the health, safety, and general welfare of its citizens.

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

**SECTION 1**. Amendment.
That City of New Braunfels Code of Ordinances, Sections 86-8, 86-10, 86-12, 86-17 and 86-97 are hereby amended as follows with underlined font indicating added language and strikethrough font indicating deleted language:

## Chapter 86 - PARKS AND RECREATION
## ARTICLE I. - IN GENERAL

### Sec. 86-8. – Glass containers prohibited in park areas and on rivers, lakes and streams.

(a) It shall be considered a misdemeanor offense for anyone ~~exhibiting, using, carrying or disposing~~ to exhibit, use, carry or dispose of glass ~~beverage~~ containers in all city parks, trails and sports facilities. ~~which have areas adjacent to the rivers, lakes and streams within the city limits, and at all city sports facilities, including, but not limited to, the following:~~
- ~~(1) Landa Park.~~
- ~~(2) Hinman Island Park.~~
- ~~(3) Prince Solms Park.~~
- ~~(4) Cypress Bend Park.~~
- ~~(5) River Acres Park.~~
- ~~(6) Camp Comal.~~
- ~~(7) Haymarket Park.~~
- ~~(8) H.E. Butt Park.~~
- ~~(9) Fredericksburg Sports Complex.~~
- ~~(10) Solms Park.~~
- ~~(11) Eikel Park.~~
- ~~(12) Jesse Garcia Park.~~
- ~~(13) Torrey Park.~~
- ~~(14) Loop 337 Park and Dry Comal Trail.~~

(b) It shall be considered a misdemeanor offense for anyone exhibiting, using, carrying or disposing of glass ~~beverage~~ containers while on or in rivers, lakes and streams within the city limits~~, including, but not limited to, the following:~~
- ~~(1) Landa Lake.~~
- ~~(2) Comal River.~~
- ~~(3) Guadalupe River.~~
- ~~(4) Lake Dunlap.~~

(c) Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed $500.00.

### Sec. 86-10. Prohibition of alcoholic beverages in city parks and city-owned property.

(a) It shall be unlawful for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage within the boundaries of any ~~the following~~ public park~~s~~ or city-owned property within the city limits, with exception of public parks listed in (b).
- ~~(1) Prince Solms Park;~~
- ~~(2) Hinman Island Park;~~
- ~~(3) Cypress Bend Park;~~
- ~~(4) The city-owned tuber exit on the Comal River that borders Lincoln Street and Union Avenue.~~
- ~~(5) River Acres Park;~~

~~(6) H.E.B. Soccer Park;~~
~~(7) Jesse Garcia Park;~~
~~(8) Ernest Eikel Field;~~
~~(9) Haymarket Park;~~
~~(10) Torrey Park;~~
~~(11) Kraft Park;~~
~~(12) Northridge Park;~~
~~(13) Dry Comal Trails;~~
~~(14) Solms Park; and~~
~~(15) Fredericksburg Sports Complex.~~

As used herein, the term "open container" is defined according to ~~V.T.C.A.,~~ Penal Code § 49.031(a)(1).

*Exception:* With regard to Prince Solms Park, Hinman Island Park, Cypress Bend Park, the city-owned tuber exit on the Comal River that borders Lincoln Street and Union Avenue and River Acres Park, the term "open container" does not include a non-disposable container containing an intoxicating liquor or alcoholic beverage provided that there is a lid, cap, cup, plug, top, sucker top, twist top or other device that is used to close the non-disposable container and said container is actually closed by said lid, cap, cup, plug, top, sucker top, twist top or other device and remains closed while it is on one of these city-owned properties.

(b) It shall be unlawful for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage in all designated parking areas or within 25 feet, either side of any roadway, within the boundaries of the following public parks or city-owned property within the city limits:
(1) Landa Park;
(2) Camp Comal
(3) Fischer Park
(4) Mission Hill Park
(5) Zipp Family Sports Park

(c) The provisions of subsection (a) shall not apply to a city-permitted function where the consumption and possession of intoxicating liquors or alcoholic beverages are permitted as part of the activity.

(d) Any person who ~~shall violate~~ violates any provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed $500.00.

## Sec. 86-12. Prohibition of sale or advertising of goods, wares or services in city parks.

(a) It shall be unlawful and considered a misdemeanor offense for anyone to sell or offer for sale any goods, wares or services within the boundaries of any city park in the city. It further shall be unlawful and considered a misdemeanor offense for anyone to display, place or erect any structure, sign, bulletin board, post, pole or advertising device of any kind whatsoever within the boundaries of any city park in the city.

(b) The prohibition set forth in subsection (a) of this section shall apply to all areas within all city parks of the city, including, but not limited to, grounds, picnic areas, parking lots, streets and roadways, and any other location within the boundaries of a city park.

(c) Notwithstanding the provisions of subsection (a) of this section, upon approval by the director of parks and recreation, and with permit fee paid, an individual or business may offer goods, wares, or services for sale or may display an advertising sign, banner or other object containing a commercial or noncommercial advertising message when such individual or business is acting as a sponsor or cosponsor of a special event in a city park when such special event has been approved by the director of parks and recreation. Any display of advertising permitted under this section shall continue only during the time that the special event is in progress. The type of sign, banner or method of displaying such advertising must be approved in advance by the director of parks and recreation.

(d) Any person violating any of the provisions of this section shall, upon conviction thereof, be fined in any sum not to exceed $500.00, and each day of such violation thereof shall be and is hereby declared to be a distinct and separate offense and punishable as such. Whenever a corporation which cannot be arrested violates this section, the officer or servant authorizing or responsible for such violation shall be personally liable for such penalty, or the corporation may be sued in a justice court by the city for the maximum penalty.

~~**Sec. 86-17. San Antonio Street bridge safety zone.**~~

~~(a) Beginning September 23, 2019, and for a limited duration to be determined by the city manager, it shall be unlawful for any person on the Comal River to enter the restricted area referred to as the San Antonio Street Bridge Safety Zone and depicted in Exhibit A attached to the ordinance from which this section derives. The restricted area shall be marked up stream of the bridge by buoys directing the public to exit the Comal River to the north bank of the Comal River. The restricted area is depicted in Exhibit A and generally described as the right-of-way of the San Antonio Street Bridge over the Comal River and extending 256 feet upstream of the bridge right-of-way along the south bank within the banks of the Comal River and extending 190 feet upstream of the bridge right-of-way along the north bank and extending 50 feet downstream of the bridge right-of-way along the north bank within the banks of the Comal River, and 67 feet downstream of the bridge right-of-way along the south bank within the banks of the Comal River.~~

~~(b) Exceptions to the prohibition within this section includes bridge construction workers, maintenance crews, on-duty governmental personnel, and other similarly authorized personnel.~~

~~(c) Any person, business, or other entity that provides, for a fee, flotation devices or other equipment necessary to float the Comal River, which float commences up stream of the San Antonio Street Bridge and shall be responsible for providing sufficient personnel to assure the safe and expeditious exit of persons and removal of flotation devices from the Comal River at the restricted area.~~

~~(d) Any person, business, or other entity that provides, for a fee, flotation devices or other equipment necessary to float the Comal River, which float commences up stream of the San Antonio Street Bridge, shall be responsible for posting and providing adequate notice of the restricted area similar to the following: "San Antonio Street Bridge Safety Zone, You Must Exit the Comal River and stay out of the restricted area marked by buoys and other markers."~~

~~(e) This section shall terminate upon the announcement by the city manager that Comal River activities can safely and lawfully resume in the San Antonio Street bridge safety zone. The announcement shall be published one time in the local newspaper.~~

~~(f) Any person who violates any provision of this section shall be guilty of a misdemeanor offense punishable by a fine not to exceed $500.00 for each offense.~~

~~**Sec. 86-97. Landa Park miniature golf and paddle boat fees.**~~

~~The following schedule of fees shall be paid by patrons of Landa Park in the city for miniature golf and paddle boats. The city manager is hereby authorized to set appropriate fees in writing, not to exceed the following limits:~~

~~(1) Patrons of the miniature golf course in Landa Park shall be charged a "per round" fee of not less than $3.00 and not more than $10.00 per person.~~

~~(2) Patrons of Landa Park shall be charged for paddle boat rentals as follows:~~
~~Not less than $3.00 nor more than $10.00 per person per one-half hour rental.~~

SECTION 2: REPEALER. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only. All provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 3: SEVERABILITY.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4: SAVINGS CLAUSE.

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

SECTION 4. EFFECTIVE DATE AND PUBLICATION.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office. This ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this ___ day of _____, 2026.

PASSED AND APPROVED: Second reading this ____ day of_____, 2026.

CITY OF NEW BRAUNFELS, TEXAS

_____
NEAL LINNARTZ, Mayor

ATTEST:

_____
Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

_____
Valeria M. Acevedo, City Attorney

**PRESENTER:**
Osbaldo Flores, Chief of Police

**SUBJECT:**
Approval of the second and final reading of an ordinance amending Chapter 138 of the City of New Braunfels Code of Ordinances, related to the New Braunfels Police Department's rotation list system for incident management tows and updating fees charged by tow companies to the vehicle owners.

**DEPARTMENT:** Police Department

**COUNCIL DISTRICTS IMPACTED:** All.

**BACKGROUND INFORMATION:**
The city's incident management tow ordinance that also sets the maximum allowable fees that tow companies can charge for police initiated incident management tows was last updated in 2015. The New Braunfels Police Department was tasked with reviewing the ordinance and suggesting updates to council, recommending procedural and legal updates to said ordinance. With input from the stakeholder tow companies who participate in the NBPD's rotation list system for incident management tows, the NBPD recommends that certain fees be increased based on its analysis and stakeholder provided data. Further, the NBPD also recommends reviewing the fees every two years as specified in the ordinance in order to keep up with market conditions, including fuel costs.

**ISSUE:**
As presented to City Council at a public meeting on April 13, 2026, the city's incident management tow ordinance needs to be updated, including the maximum fees that tow companies can charge customers for services provided for tows under the city's rotation list system for incident management tows.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☒Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
The city will pay all applicable fees related to towing of city owned vehicles consistent with costs and fees associated with this ordinance change.

**RECOMMENDATION:**
Staff recommends approval of the proposed amendments contained in the attached ordinance.

**ORDINANCE NO. 2026-**

**AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING CHAPTER 138 "VEHICLES FOR HIRE," ARTICLE V, "VEHICLE STORAGE FACILITIES AND TOWING OF VEHICLES," BY ADDING SECS. 138-114 TO 138-120, AMENDING SECS. 138-121 TO 138-136; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, in 2007, the 80th Texas Legislature amended Chapter 2303 "Vehicle Storage Facilities" and adopted Chapter 2308 "Vehicle Towing" of the Texas Occupations Code; and

WHEREAS, the provisions in Chapter 2303 and 2308 provide for the permitting, licensing and regulation of vehicle storage facilities and the towing of vehicles, including nonconsent tows which include incident management tows; and

WHEREAS, the City of New Braunfels ("City") is a home rule municipality given broad discretionary powers under the Texas Constitution to regulate for the public peace, health, safety, and general welfare of its citizens; and

WHEREAS, on January 26, 2015 the City Council adopted its incident management towing ordinance that set forth guidelines for application and participation in the city's towing program; and

Whereas, the ordinance also adopted provisions that regulate vehicle towing and storage services for the City of New Braunfels in order to provide for the safety of citizens and to safeguard their property; and

WHEREAS, the Chief of Police recommends the following amendments to the current ordinance that will improve the efficient operations of the city's towing program and address concerns raised by tow companies that participate in the city's rotation list system for incident management tows; and

WHEREAS, the City Council hereby finds that these amendments are necessary and further finds that the incident management towing fee schedule should be evaluated every two years to ensure the most current towing fees reflect average market conditions; and

WHEREAS, the City Council of the City of New Braunfels, Texas has the authority under its Home Rule Charter and under the laws of the State of Texas to adopt regulations aimed to protect the health, safety, and general welfare of its citizens.

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

SECTION 1: That Chapter 138, Article V, entitled "Vehicle Storage Facilities and Incident Management Tows" be hereby amended and adopted as follows by using strikethrough font for deleted language and underlined font for added language:

ARTICLE V. - VEHICLE STORAGE FACILITIES AND INCIDENT MANAGEMENT TOWS

Sec. 138-~~121~~114. - Compliance with state law.

(a) Any person or entity engaged in operating a vehicle storage facility, as that term is defined in V.T.C.A., Occupations Code § 2303.002(8), within the city limits shall comply with the provisions of state law, including V.T.C.A., Occupations Code Ch. 2303 and any rules or regulations with regard to the same adopted by the Texas Department of Licensing and Regulation ("TDLR").

(b) Any person or entity engaged in operating a tow truck, as that term is defined in V.T.C.A., Occupations Code § 2308.002(11), within the city limits shall comply with the provisions of state law, including V.T.C.A., Occupations Code Ch. 2308 and any rules or regulations with regard to the same adopted by the Texas Department of Licensing and Regulation.

(c) The City of New Braunfels Police Department is authorized to implement and maintain a rotation list system for incident management tows pursuant to the provisions of this ordinance.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-~~122~~115. - Definitions.

*Abandoned vehicle* means the condition of being abandoned as defined in V.T.C.A., Transportation Code Ch. 683 as amended.

*City* means the City of New Braunfels, Texas.

*City controlled vehicle* means those vehicles owned, leased or otherwise physically and/or lawfully under the city's control, including vehicles seized by the NBPD as evidence or for some other lawful police purpose.

*Consent tows* means ~~the towing of a motor vehicle with the consent of the vehicle owner, operator, person in possession, custody or control of the vehicle, or the lien holder.~~ a tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or a traffic incident that involves the vehicle.

*Disabled vehicle* means a vehicle which has been rendered unsafe to be driven as the result of some occurrence other ~~that~~ than a wreck, including but not limited to mechanical failures or

breakdowns, fire, vandalism or a vehicle which is in a safe driving condition, but the owner is not present or permitted to drive so as to reasonably necessitate that the vehicle be removed by a wrecker.

*Drop fee* means the fee charged when a consent-tow vehicle is completely hooked up to a wrecker and ready to be immediately moved, however the vehicle owner/representative decides not to have the vehicle towed by the on-call wrecker. (Example: an on-call wrecker is called and hooked up to an abandoned vehicle. The driver arrives with a can of gas after the wrecker has hooked up the vehicle. The wrecker may still charge a "drop fee".)

*Heavy-duty wrecker* means a wrecker equipped with a power operated winch, winch line, and a boom at least six feet in length, with a rated or tested single or double line lifting capacity of 26,001 pounds or more. Must be rated at 25 tons or more. Must be capable of towing a 12-yard tandem dump loaded trailer (50,000 lbs gvw) and tractor trailers up to 80,000 lbs gvw.

*Incident management tow* means the towing or other transportation of a vehicle by a tow truck ~~which~~ that is the result of a police officer exercising his/her authority to affect the removal of said vehicle pursuant to state law, a scene controlled by first responders, and/or this article.

*Light-duty wreckers:* A wrecker equipped with a power operated winch, winch line, and a boom at least six feet in length, with a rated or tested single line lifting capacity of 10,000 lbs or less. Flatbed (also known as a rollback) load-up wreckers are included in this wrecker category.

*Medium-duty wreckers:* A wrecker equipped with a power operated winch, winch line, and a boom at least six feet in length, with a rated or tested single or double line lifting capacity of 10,001 lbs up to 26,000 lbs.

*Nonconsent tows* means a tow of a motor vehicle that is performed without the consent of the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle, and includes incident management tows.

*Operator* means an individual, association, corporation or other legal entity that controls, operates or directs the operation of one or more tow trucks over a public street or highway. It includes the person operating the tow truck/wrecker regardless of whether or not the individual owns the truck.

*Public roadway* means a public street, alley, road, right-of-way, or other public way, including paved and unpaved portions of the right-of-way.

*Tow Truck* means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle.

*Winch fee* means fees incurred for additional winching of vehicles other than normal winching onto a flatbed rollback-style wrecker. Examples of allowed winch fees are winching vehicles

from ditches, ponds, or mud. Prohibited winch fees include loading onto a rollback wrecker, repositioning the tow line, and use of snatch blocks.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-116 License Required for private property tows, consent tows, non-consent tows or incident management tows

(A) An operator may not perform a tow within the city without a tow truck operator's permit (cab card) for each tow truck and an operator's license issued under V.T.C.A., Occupations Code Ch. 2308, Subchapter C-Tow Truck Permits and Subchapter D-License Requirements.

(B) A tow truck operator licensed under this article must wear or display upon demand the operator's license while performing a non-consent tow.

(C) A police officer may stop a tow truck on an incident management scene or while the tow operator is performing their duties to determine whether the operator has the proper license

Sec. 138-~~123~~117. - Incident management and non-consent tows—Authority.

A police officer of the city is hereby authorized to order removal of a vehicle, require the driver or other person in charge of a vehicle to move the same or have the vehicle removed by the towing operator on the rotation list to the nearest place of safety or to the premises of the towing operator that meets the criteria in this article, or as otherwise directed by the city police department, under the following circumstances:

(1) When any vehicle is left unattended upon any bridge, viaduct or causeway, or in any tunnel where such vehicle constitutes an obstruction to traffic;

(2) When any vehicle is otherwise legally parked so as to block the entrance to any private driveway;

(3) When any vehicle is found upon a street and a report has been previously made that the vehicle has been stolen or a complaint has been filed and a warrant ~~thereon~~ issued charging that such vehicle has been embezzled, or there are reasonable grounds to believe the vehicle is stolen;

(4) When any such officer has reasonable grounds to believe that any vehicle has been abandoned;

(5) When a vehicle upon a street is so wrecked or disabled and because of the wreck or disability its normal operation is impossible or impractical; ~~or~~

(6) The person or persons in charge of the vehicle are incapacitated by reason of physical injury or other reason to such extent as to be unable to provide for its removal or custody or are not in the immediate vicinity of the wrecked or disabled vehicle;

(7) When any such officer arrests any person driving or in control of a vehicle for an alleged offense and such officer is by this Code or other law required to take the person arrested immediately before a magistrate and it is unsafe to leave the vehicle unattended at the scene, or the vehicle is being seized as evidence;

(8) Whenever any such officer finds a vehicle standing upon a street, or public or private property in violation of any state law or local ordinance;

(9) When the owner or operator of the vehicle consents;

(10) When, in the opinion of a police officer, said vehicle constitutes a hazard or interferes with a normal function of a governmental agency;

(11) When, in the opinion of a police officer, the safety of said vehicle is imperiled by reason of any catastrophe, emergency or unusual circumstance;

(12) When any vehicle is found to be a junked vehicle;

(13) When the vehicle is parked in violation of chapter 126, article VII, Parking, as amended, of this Code;

(14) When the operator of a motor vehicle is requested to show proof of financial responsibility on that vehicle and, in the opinion of a police officer, is unable to establish financial responsibility under V.T.C.A., Transportation Code § 601.051; or

(15) Where otherwise authorized by law.

Sec. 138-118. Impoundment.
A peace officer may require the removal of a vehicle that is evidence in a criminal offense from an accident scene to a vehicle storage facility, the Police Department, or location which the district attorney's office designates for storage for evidentiary purposes.

Sec. 138-119. Accident scene towing; access restricted.
Except as provided under this chapter, a towing company may not enter an accident scene or other site under a peace officer's control without the officer's permission. In this article, the term "accident scene" includes a scene of a disabled vehicle.

Section Sec. 138-120. Driving tow trucks to scene of an accident; accident scene requirements.
A person may not drive, or cause another person to drive, a tow truck to an accident scene on a City street unless the person is summoned to the scene by a peace officer or emergency dispatcher. Furthermore, that person or tow truck operator shall not remove any vehicle from an Incident Management scene unless that tow company is on the rotation list.

Secs. 138-121 to 138-122 Reserved.

Sec. 138-123 TOWING FEE STUDY.

(A) In this section, a "towing fee study" is a study to determine the fair market value of a non-consent tow originating in the City, considering financial information provided to the City by the towing company.

(B) Each towing company participating in the City's current rotation list system shall cooperate with the City to conduct the study. Each such towing company shall provide to the City information determined by the city manager to be reasonably necessary to determine the fair market value of towing services regulated under this article. In the event a company delays submission of required information in the opinion of the chief, the chief may order completion of the fee study without said company's information, and the company will be in violation of this ordinance.

(C) The City shall complete a towing fee study not later than the 120th day after receiving all information required under Subsection (B).

(D) The city manager or their designee shall present to the city council the results of the towing fee study. The city manager shall give to each towing company that owns, or leases tow trucks registered with the city written notice of the time, date, and location of the city council meeting at which the study is to be considered. The notice must be sent by United States regular mail to the towing company's address listed in the latest registration application on file with the police chief.

(E) Based on the results of the towing fee study, the city council may change the non-consent towing fees. The maximum fees must represent the fair market value of the services of a towing company performing non-consent tows originating in the City.

(F) The City is not required to conduct more than one towing fee study within a two-year time period, measured from the date the city council most recently considered a towing fee study.

(G) Not later than the second anniversary of the effective date of this ordinance and at succeeding two-year intervals that are measured from date of future ordinance amendments, the City Manager or their designee shall present to the City Council recommendations for adjustments to the fees established by ordinance for non-consent tows.

(H) Fees will be compliant with TDLR standards and are subject to change.

(I) There is hereby established the following maximum fee schedule for non-consent tows by a towing business operating within the City:

(1) Maximum towing fees:

(a) Vehicles 10,000 lbs. or less: $ 275

(b) Vehicles 10,001 lbs. or more, but not more than 26,000 lbs.: $ 480

(c) Vehicles 26,001 lbs. or more: $ 1325

(2) The following additional fees may be charged if verified by the peace officer in charge of the accident scene:

(a) Exceptional labor such as clearing debris: $128 per hour, per working employee of the tow company (Billed in 15- minute increments, starting after the first 30 minutes). Exceptional labor does not include normal hook-up procedure or routine clean-up not to exceed 30 minutes and does not include the disposal of classified hazardous waste or vehicle cargo.

(b) Winching, one-hour minimum, only if normal hook-up is not possible because of conditions or location of vehicle: $130 per hour for a light-duty tow, $200 per hour for a medium-duty tow, and $400 maximum for a heavy-duty tow. Prohibited winch fees include loading onto a rollback wrecker, repositioning the tow line, and use of snatch blocks.

(c) Wait time: $128 per hour, if it exceeds 30 minutes from time of arrival at accident scene and billed in 15 minute increments.

(d) Exceptional labor (manpower): $250 per hour per working employee. This covers specialized equipment such as air bags, forklift, haul trailers, trailer dollies (used to move semi-trailers), large slide trucks/rollbacks (3-ton minimum size for hauling vehicles or equipment with gross weight 15,000 pounds or more). These fees also apply when the incident management tow involves an electric vehicle that has caught fire or some other circumstance that would be outside the scope of a standard incident management tow.

(e) Drop Fees.

(i) For light-duty tows- Drop fee (in lieu of a standard towing fee) maximum $100.00.

(ii) For medium-duty tows- Drop fee (in lieu of a standard towing fee) maximum $200.00.

(iii) For heavy-duty tows- Drop fee (in lieu of a standard towing fee) maximum $400.00.

(f) If there is a dispute regarding the appropriate fees, the Chief of Police shall hear the complaint and make a ruling on the dispute.

(J) *Towing and storage of city vehicles.* If so requested by the city, the operator shall tow city owned, leased or vehicles otherwise under the city's control, including vehicles seized as

evidence or for some other lawful police purpose. Vehicles will be towed to operator's storage facility or as directed by the police department. Operator shall store city controlled vehicles. The city shall pay operator the same rates as stated above for city controlled vehicles towed. City controlled vehicles towed from outside of the city boundaries will be charged at no more than the public rates. Operator shall provide to the police department a monthly summary statement, along with the individual tow tickets for all city controlled vehicles.

(K) In the event that a secondary tow is necessary and it is listed on the same tow ticket/invoice as the first tow, the location of the secondary storage site must be written on the operator's tow ticket/invoice.

Sec. 138-124. - Operator responsibility

Operator shall perform all necessary work and administration for the removal from the public streets, ways or other public property in the city, and from private property when directed by the police department or duly authorized representative, of vehicles which have been abandoned, disabled, involved in collisions, parking violations, vehicles to be seized for evidence, prisoners' vehicles and disabled city owned or city leased vehicles and cleaning up an accident scene. Vehicles will be stored in a local vehicle storage facility on non-consent tows. For consent tows, see subsection (9).

(1) Any person or entity having an incident management towing ~~permit~~ license issued by the state pursuant to V.T.C.A., Occupations Code ch. 2308.151 - License Requirements, shall be eligible for inclusion in the city's rotation list system for incident management tows established pursuant to section 138-121 ~~subsection (a)~~ above; provided however, that the person or entity makes an application with the police department and complies with the rules, regulations and procedures established by the chief of police pursuant to the authority granted under state law and this article. Any operator, person or entity failing to maintain a valid incident management towing ~~permit~~ license shall be automatically removed from the rotation list without the necessity of the hearing process provided for in this article.

(2) The tow truck operator responding to an incident management tow must be operated by a driver that has a valid incident management towing operator's ~~license~~ permit (referred to as a cab card under state law), issued by the state pursuant to V.T.C.A., Occupations Code ch. 2308, Subchapter C-Tow Truck Requirements, and as amended in the future. Any person or entity failing to use tow truck operators that have a valid incident management towing operator's ~~license~~ permit for each tow truck that is issued by the state shall be automatically removed from the rotation list by the chief of police without the necessity of the hearing process provided for in this article.

(3) Operator shall be available 24 hours per day, seven days per week, subject to assignment or dispatch by the police department, to cover the areas of the city as

needed. Operator must maintain at its storage facility an onsite office. The operator of a participating storage facility must make impounded vehicles available for release 24 hours a day, with one hour notice received from the vehicle owner. The operator must have an adequate number of employees to meet their responsibilities. The operator shall have cell phone numbers supplied to the New Braunfels Police Department that shall be answered when called 24 hours a day, when the operator is on-call. The use of answering machine and failure to call back within a reasonable amount of time are prohibited. The operator must have a publicly listed telephone number which is answered 24 hours a day by the operator or an employee. ~~Use of an answering machine is prohibited.~~

(4) ~~When a hold is placed on a vehicle by a police officer, the officer must so indicate on the vehicle inventory/impound form by writing or stamping the word HOLD with the officer~~'s initials. When a hold is placed on a vehicle by a police officer, the officer must so indicate to both Dispatch and the tow company that a hold will be in place for that vehicle. The officer shall then issue the case number to the tow company. The vehicle shall not be released by the operator until the hold is lifted by a police officer or NBPD dispatch either orally or in writing.

(5) Operator shall furnish the police department with personnel data and photographs of all wrecker drivers in its employment. Further, operator agrees to update this information as new or additional tow trucks are added or personnel are employed. This data is required to be furnished within 72 hours~~,~~ of such employment and also to schedule a tow truck inspection before the truck may be placed into service.

(6) Operator must employ a minimum of four drivers that are qualified pursuant to the requirements of this ~~agreement~~ ordinance and applicable state law. Drivers can either be full-time or part-time employees.

(7) At the time of application, the operator agrees to submit a list ~~which~~ that includes the following:

a. The make, model, vehicle identification number and TDLR identification number of each vehicle to be used in performing services under this article, and

b. The name, driver's license and TDLR license number and copies of such, of any/all drivers assigned to the wreckers, but no less than four drivers.

(8) Any wrecker dispatched pursuant to a request from the city police department must arrive on the scene within ~~25~~ 35 minutes of being dispatched. Wrecker drivers must comply with all traffic laws while getting to the scene. Once at the scene, wrecker drivers may utilize their emergency lights and drive-up shoulders, through grassy medians, etc. as directed by an officer.

(9) Under no circumstances will the operator make recommendations concerning where a vehicle should be towed or repaired, except as expressly allowed herein. In the event of consent tows, the owner of the vehicle will make the decision, and the destination of the vehicle will be written on all required forms at the scene. Operator will tow all non-consent tow vehicles to the designated/approved operator's storage lot, unless otherwise directed by the city police department.

(10) A towing company that makes an incident management tow shall tow the vehicle to a vehicle storage facility that is operated by a person who holds a license to operate the facility under V.T.C.A., Occupations Code ch. 2303 unless the towing company agrees to take the vehicle to a location designated by the vehicle's owner.

(11) Operator agrees that all fees for towing under this article shall be collected from the owner or person in charge of said vehicle upon completion of tow. Owner or person in charge includes the vehicle owner, operator, person in possession, custody or control of the vehicle, or the lien holder, but this does not include the city, unless the vehicle is a city-controlled vehicle ~~and the city has exceeded its allotted number of free tows~~. For city-controlled vehicles, the operator must submit its invoice to the police department and payment will be made within 30 business days after receipt. Operator agrees to submit to the city police department on a monthly basis an electronic copy of all invoices for tows occurring under this article to allow the police department to verify that operator is charging applicable fees to the owner or the person in control of the vehicle. Operator shall keep a record of all invoices that must be furnished upon demand to the police department. Towing tickets must be submitted for review within 30 days from their last on-call day.

(12) Operator agrees that if it inappropriately charges in excess of the amounts as stated in this article, operator will be in violation of this article. The appropriate and prompt refund will be made to the vehicle owner or whomever made the overpayment. Operator agrees that any complaints regarding billing which arise out of this article shall be reported to the TDLR.

(13) Upon notification of a complaint concerning damage to a vehicle or its contents towed by operator which occurs during a tow, the operator will indemnify the city and shall immediately accept responsibility and liability. (See section 138-131) Operator agrees that any complaints received shall be reported to the chief of police or his/her designee within five days of the date the operator receives the notification of a complaint.

(14) Vehicle storage notification notice. Operator will attempt to notify vehicle owner by telephone or cellular phone within 24 clock hours upon completion of a tow. Operator shall notify owner in writing within 48 clock hours after completion of a tow.

Where the operator fails to give written notice to the vehicle owner within 48 hours as required in this subparagraph, the operator shall not charge or collect from the vehicle owner, any storage fees for that time including the initial 48-hour period, that the operator was in violation of this subparagraph, but may charge storage fees for that time after the vehicle owner receives written notice.

(15) Operator will be responsible for all title paperwork and subsequent auction of all unclaimed vehicles. Operator will supply a list and applicable documentation of unclaimed vehicles to the city police department for review, two weeks prior to the auction. Auctions shall comply with TDLR guidelines.

(16) By operator submission of an application, operator represents to the city that it is currently in compliance and will remain in compliance during the term of its participation in the city's rotation list system, with all federal, state and local laws, orders and regulations pertaining to the operation of a tow truck.

(17) All drivers shall be dressed in a high visibility uniform with name and company badge/patch of one operator, and TDLR prescribed credentials.

(18) Operator shall either own or have an exclusive lease to and have registered with the TDLR ~~Texas Department of Licensing and Regulation~~ in operator's name at least four tow trucks, one of which is a heavy-duty wrecker as defined herein ~~in section 138-134~~. Acceptable written documentation must be attached to application as specified in section 138-132 below.

(19) Operator cannot advertise for a body shop on tow trucks, equipment or employees unless the body shop is owned by that same operator. Operator cannot advertise for another tow company, regardless of ownership.

(20) There will be no subcontracting with other wrecker companies allowed with the exception of specialty equipment such as a bobcat, hazmat, loaders or other construction type equipment for a major scene. Specialty equipment includes a heavy-duty wrecker in addition to the one heavy-duty wrecker required under subparagraph (18) above.

(21) The city may inspect operator's records at any time to ensure that operator meets the minimum qualifications required under this article.

(22) Operator shall make wreckers, other equipment, storage facilities and on-site storage facility office available for inspection when ordered by the city police department.

(23) If operator fails to pay any city ad valorem or sales taxes, or any fines, fees, or other amounts due the city in a timely manner, the chief of police will

automatically suspend the operator from the rotation list system until the amounts due are paid and without the necessity of the hearing process provided for in this article.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-125. – City responsibilities.

The city shall maintain a record (open for inspection at all reasonable times) listing the date and time for each tow.

~~(a)The city will direct all requests for wrecker service under this article to the operator;~~

~~(b)The city shall tape all calls requesting wrecker service;~~

~~(c)The city shall maintain a log book (open for inspection at all reasonable times) listing the date and time for each tow.~~

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-126. - Wrecker/tow truck technical requirements.

(a) Each tow truck/wrecker shall have brakes that meet manufacturer's braking specifications when performing under all load conditions.

(b) All wreckers shall have damage free towing attachments, hydraulic or mechanical wheel lift with a lifting capacity of not less than 2,500 pounds; hydraulic or mechanical boom with a rated lifting capacity of not less than 8,000; or a flat bed vehicle without boom with at least 3/8" cable of not less than 100-foot length and safety chains.

(c) Safety mechanisms of the tow truck/wrecker, including but not limited to, all headlights, tail lights, turn signals, brakes, brake lights, hazard lights, flashing warning lights, windshield wipers, wiper blades, handles opening doors and windows, and tires shall operate and/or be in good state of repair. ~~No tow~~ Tow trucks shall be affixed with ~~blue~~ emergency or warning lights as allowed by the Texas Transportation Code.

(d) All tow trucks/wrecker shall operate within the applicable recommended towed vehicles manufacturer's safety policies and procedures and state laws.

(e) When towing a vehicle more than 500 feet, wrecker shall use a two bar with pins of any kind, or any other method of attachment. After 500 feet or sooner, the wrecker operator must drop the vehicle and re-hook it following all safety procedures established by this section and by the manufacturer of the vehicle being towed.

(f) Each tow truck/wrecker must meet the safety requirements of all other applicable statutes in addition to meeting the safety requirements of this article.

(g) Operator agrees that all vehicles and/or other equipment used by its employees will meet the above safety requirements.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-127. - Required wrecker equipment.

Each wrecker shall carry the following as minimum standard equipment:

(1) A tow sling and hydraulic lift which is sufficient to prevent the swinging of any equipment and/or vehicle being transported and/or towed. This subsection does not apply to a vehicle carrier or rollback unless the wheels of a vehicle being towed are in contact with the ground. In the event that a self-contained non-propelled towing device, or some other form of auxiliary device is used, the vehicle to which that device is attached and which is providing the motive and braking forces, does not need to provide this equipment.

(2) Five-sixteenths-inch link steel safety chains for wreckers with a gross vehicle weight of 10,000 pounds or less and 3/8-inch Hy-test steel chains or their equivalent for tow trucks with a gross vehicle weight over 10,000 pounds. These link sizes are minimums.

(3) All wreckers shall carry one ten-pound or two five-pound type ABC fire extinguishers. The fire extinguishers shall be properly filled and located so they are readily accessible for use. All fire extinguishers shall be rechargeable, 2A:10BC Dry Chemical, UL/FM listed and in compliance with the current edition of NFPA standard #10, ~~1998 edition~~ and shall be so labeled by a national testing laboratory.

(4) One crowbar or wrecking bar of not less than 36 inches in length with a wedge head.

(5) One broom of a type designed for pushing with an 18-inch head, and a handle of not less than 36 inches.

(6) One flat-edge shovel of at least nine inches with a handle of not less than 36 inches.

(7) A box or bucket to carry glass and/or debris removed from accident scenes.

(8) Rope or strap suitable for securing doors, hoods, trucks, etc.

(9) A functioning spotlight or flashlight.

(10) Outside rearview mirrors on both sides of truck.

(11) All wreckers must be equipped with emergency lights visible from all directions and shall be rotating or strobe type lights. The lights shall be in accordance with ~~state law~~ the requirements set forth in the Texas Transportation Code.

(12) Three portable red emergency reflectors, orange cones or flares.

(13) Five gallons of absorbent material.

(14) Safety chains must be used on all tows.

(15) All tow trucks with a slip-in-bed must have the bed properly secured to the body of the truck by a minimum of eight one-half diameter bolts. At least four of these bolts must be in front of the slip-in-bed.

(16) No wrecker shall lift more than the factory-rated lifting capacity permits.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-128. - Driver responsibilities.

(a) Tow truck/wrecker drivers shall not have or permit any prohibited weapon or alcoholic beverages in or around a tow truck when operating the tow truck. This provision does not prohibit a peace officer certified by the Texas Commission on Law Enforcement Officer Standards and Education from carrying a firearm while operating or riding in a tow truck/wrecker.

(b) Tow truck/wrecker drivers must have a valid Texas driver's license for type of vehicle being driven, current identification and proof of a valid incident management towing Operator license. Drivers shall wear a company uniform, be neatly groomed and be prompt and courteous in order to provide services.

(c) Tow truck/wrecker drivers shall ensure that while he is lifting a vehicle in preparation for towing that no one but the operator and/or helper shall be within a safe distance of the truck and vehicle to be towed. A safe distance is at least twice the distance between the end of the boom and the point of hook-up on the vehicle being winched or twice the distance the car is being lifted, whichever is greater. If a hydraulic lift is being used, a safe distance is twice the distance to which the lift arm is extended.

(d) Tow truck/wrecker drivers shall ensure that if at any time during the process of connecting or winching, the tow truck or vehicle to be towed is in line of traffic, the flow of traffic must be diverted. If the tow truck cable is across lane/lanes of traffic, the traffic must be stopped or diverted by a law enforcement officer to permit safe winching or lifting of the vehicle to be towed.

(e) Tow truck/wrecker drivers shall make all efforts to sweep and clean, remove debris, and use absorbent material at the accident scene as necessary for public safety.

(f) Tow truck/wrecker drivers shall conduct themselves in a professional manner at all times.

(g) Tow truck/wrecker drivers shall obey all lawful or direct orders from any and all police officers managing a scene or call where a wrecker is requested.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-129. - Storage facility.

(a) *City limits.* The storage facility must be located within the corporate limits of the city and in compliance with the provisions of state law, including V.T.C.A., Occupations Code ch. 2303, any rules or regulations with regard to the same adopted by the Texas Department of Licensing ~~or~~ and Regulation and city ordinances, including but not limited to Ch. 86 and Ch. 144 of the Code of Ordinances. Operator cannot change the location of its storage facilities more than once during the rotation period as defined in subsection 138-132(a), Application guidelines. If operator desires to change the location of its storage facility, the operator must obtain prior written approval from the chief of police of the new location and facility and comply with all applicable state and local laws.

(b) *Own or lease.* Operator can either own its storage facility or lease it under a written lease agreement for a term that at a minimum covers the entire rotation period as defined in subsection 138-132(a). A copy of the title or deed in the case of ownership, or a copy of a lease agreement must be included with the application.

(c) *Facility requirements.* The storage facility must be secure, completely enclosed by at least a six-foot high fence, well lit, and has an all-weather surface parking lot. The storage lot shall be equipped with security cameras that record and the data shall be accessible to the police department for review. The storage site must be of sufficient capacity to handle at least 50 vehicles stored pursuant to this article and exclusive of other vehicles stored not pursuant to this article at any given time. There shall be enough room to store semi trucks and trailers if necessary. At no time will cars be stored on a road or thoroughfare. All police initiated non-consent towed vehicles will be towed to the storage facility or a secure location as determined by NBPD.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-130. - Insurance and liability.

(a) The operator shall maintain at his expense, insurance with limits not less than those prescribed below. Operator further agrees to indemnify, defend, and hold City of New Braunfels harmless from any and all causes of action arising from performance of its responsibilities under this article.

(b) With respect to required insurance shall:

(1) Name City of New Braunfels as additional insured/or an insured, as its interests may appear.

(2) Provide City of New Braunfels a waiver of subrogation.

(3) Provide City of New Braunfels with a 30-day advance written notice of cancellation or material change to said insurance.

(4) Provide the New Braunfels Police Department with a certificate of insurance evidencing required coverage as part of the application for rotation list system.

(5) The certificate of insurance shall also specify that the policy covers the vehicle or vehicles subject to being used by operator under this article. The certificate of insurance shall identify the vehicle by make, model and vehicle identification number.

(c) Submit a certificate of insurance reflecting coverage according to TDLR Regulations. Insurance underwriters must be acceptable to the city.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-131. - Indemnification.

(a) The operator shall and does hereby agree to indemnify and hold harmless the city and its officials, officers, employees, agents and representatives from any and all loss, liability, obligation, penalties, judgments, claims, deficiency, expense or damages of any kind whatsoever by reason of any claim arising from a third person occasioned by any act, error or omission of operator in the performance under this article.

(b) The operator will, at its sole cost and expense, defend and protect the city against any and all claims and demands set out in subsection (a) above.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-132. - Application guidelines – Rotation list system for incident management tows.

(a) The rotation period shall occur annually, starting on May 1st of each year and shall run for a period of 12 months.

(b) The application period shall occur once annually. Applications from operators will only be accepted from March 1st to March 15th of each year.

(c) Applications shall be submitted to the chief of police. The chief of police for the city is authorized to establish an application fee for applying to be included on the city's rotation list so long as such fee does not exceed the amount of $15.00.

(d) Only licensed tow companies with a physical business address in the city limits and storage lots located in the city limits may apply. Post office boxes or similar are not permitted. Operator can either own its storage facility or lease it under a written agreement for a term that at a minimum covers the entire rotation period as defined in subsection (a) above. A copy of the

property title in operator's name or operator's lease agreement must be included with the application.

(e) Applications will be reviewed by the police department, and all qualifying operators will be placed on the rotation list system for one year, subject to their rotation assignment which will be determined by the police department.

(f) All operators must apply each year during the application period to be on the rotation list and receive a rotation assignment. There are no automatic renewals.

(g) After the application period is closed, no additional wrecker services will be considered or added to the rotation list.

(h) A list of tow vehicles, including the make, model, vehicle identification number and TDLR identification number of each vehicle, valid incident management towing operator's permit (referred to as a cab card under state law) to be used in performing services under this article must be provided on the application. The vehicles on this list must be owned or exclusively leased by the operator and in the operator's name and may not be a part of any other application by another operator. Vehicle title or a vehicle lease agreement must be attached to the application as supporting documentation. Applications which contain duplicate tow vehicles will automatically be disqualified. All towing equipment listed on the application shall be made available for inspection by the police department.

(i) Operators must furnish the name, driver's license and TDLR license number and copies of such, of any/all drivers assigned to the wreckers as part of the application process. Applicant must list a minimum of four wrecker drivers who meet the requirements of this article and applicable state law.

(j) Submittal of an application is an indication of ability on the part of the operator to perform requested services, including sufficient personnel, vehicles and equipment in accordance with this article.

(k) The selection and notification of operators for the tow rotation list shall be made by April 15th of each year.

(l) A city officer or employee may not have ownership interest in any participating wrecker service or participating storage facility.

(m) Applicant must provide a copy of legal title to the property in applicant's name where the storage facility is located. If the site of the storage facility is leased, then applicant must include a copy of a valid, executed copy of the lease agreement that must be in a form approved by the city. See section 138-129 for additional requirements.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-133. - Towing rotation list system procedures.

(a) All qualified operators shall be placed on the rotation list. When it is known how many operators are on the list, the rotation schedule will be set by the police department. The period an operator is assigned on the schedule shall be referred to as the rotation assignment.

(b) If an operator is called to perform a city tow and does not charge a fee for the work, then that operator keeps its place at the top of the list for rotation assignments. This does not apply to tows of abandoned or wrecked vehicles that are to be auctioned at a later date.

(c) Should an odd number of operators be approved for the tow rotation list, a lottery will be held to determine which operator will get the extra rotation assignment on the rotation list. Operators will be given the opportunity to be present at this drawing.

(d) There will be two operators scheduled for each rotation assignment and they will be called out by the police department on alternating calls. There will be no subcontracting allowed. Each operator is responsible for having on duty equipment and personnel to handle their own calls, and to respond within the prescribed time limit. In cases where there is a large scene, the alternate operator may be called by the police department to help.

(e) If conditions are such that both operators are fully engaged and are unable to provide necessary services, the on-duty police supervisor shall have the latitude to call another qualified operator from the tow rotation list to handle the excess workload.

(f) Operators may not sell or transfer their rotation assignment place on the rotation list to another operator. Another operator may not respond to calls for service at the request of an operator on the list.

(g) An operator may withdraw from the towing rotation list with a one week notice to the chief of police. That operator must wait until the next application period for consideration to be placed back on the list.

(h) In the case of voluntary or involuntary removal from the towing rotation list, a lottery will be held of the remaining qualified operators to fill each vacant rotation spot on the list.

(Ord. No. 2015-04, § 1, 1-26-15)

~~Sec. 138-134. - Fees for incident management tows.~~

~~Operator agrees to follow the below listed fees for services rendered under this article. The below listed fees are the only fees to be charged by operators participating under this article. No additional fees or surcharges can be added.~~

~~(1) *Towing.*~~

a. *Light-duty wreckers:* A wrecker equipped with a power operated winch, winch line, and a boom at least six feet in length, with a rated or tested single line lifting capacity of not 10,000 pounds or less. Flatbed (also known as a rollback) load-up wreckers are included in this wrecker category.

1. Standard towing with conventional or rollback $160.00 maximum.

2. Standard towing for a wrecked vehicle, with conventional or rollback $190.00 maximum. (No additional winch fees allowed on standard tow.)

3. Waiting fee after first 30 minutes, $32.00 for each additional 15 minutes not to exceed $128.00 per hour.

4. Rollover fee can be applied at a rate no greater than the waiting fee for time used.

5. Drop fee (in lieu of a standard towing fee.) maximum $75.00.

6. Any tow that starts and ends within the city limits will have no additional mileage fees.

7. For consent tows, if customer requests vehicle to be towed outside city limits, a mileage rate will be a private contract between the operator and the customer.

8. Standard clean-up of debris will have no additional fees. Charges for clean-up of major incident scenes will require approval from on duty police supervisor or the officer in charge of the scene who approved the major incident scene clean-up. The officer's name must be included on the tow ticket/invoice.

9. Winch fee maximum $100.00. Winch fees must be approved either verbally or in writing by the on duty police supervisor or the officer in charge of scene. No additional winch fees will be approved on standard tows.

b. *Medium-duty wreckers:* A wrecker equipped with a power operated winch, winch line, and a boom at least six feet in length, with a rated or tested single or double line lifting capacity of more than 10,000 to less than 25,000 pounds. Medium duty wrecker fees are only applicable if a medium duty wrecker is actually required.

1. Standard towing $330.00 maximum.

2. Standard towing for wrecked vehicle $380.00 maximum.

3. Waiting fee after first 30 minutes $62.00 for each additional 15 minutes not to exceed $248.00 per hour.

4. Drop fee (in lieu of a standard towing fee.) maximum $115.00.

5. Standard clean-up of debris will have no additional fees. Charges for cleanup of major incident scenes will require approval from on duty police supervisor.

6. Winch fee maximum $150.00. Winch fees must be approved either verbally or in writing by the on-duty police supervisor or the officer in charge of scene. No additional winch fees will be approved on standard tows.

c. *Heavy-duty wreckers:* A wrecker equipped with a power operated winch, winch line, and a boom at least six feet in length, with a rated or tested single or double line lifting capacity of 25,000 pounds or more. Must be rated at 25 tons or more. Must be capable of towing a 12-yard tandem dump loaded trailer (50,000 lbs gvw). Additionally, it is preferred that this specialty equipment have airbags, and other equipment needed to right an overturned big truck or 18 wheeler.

1. Standard towing fee $700.00 maximum.

2. Standard towing fee for wrecked vehicle $800.00 maximum.

3. Waiting fee after first 30 minutes $110.00 for each additional 15 minutes not to exceed $440.00 per hour.

4. Labor fee $585.00 per hour, per incident maximum. Additional recovery equipment and personnel labor left open for major scenes as needed. Additional personnel or labor needed must be approved by the on scene police supervisor.

5. Drop fee (in lieu of a standard towing fee.) maximum $325.00.

6. Winch fee maximum $300.00. Winch fees must be approved either verbally or in writing by the on-duty police supervisor or the officer in charge of scene. No additional winch fees will be approved on standard tows.

(2) Towing and storage of city vehicles. If so requested by the city, the operator shall tow up to 15 per month at no cost to the city of city owned, leased or vehicles otherwise under the city's control, including vehicles seized as evidence or for some other lawful police purpose. Vehicles qualifying for a free tow shall not exceed one ton hauling capacity. Vehicles will be towed to operator's storage facility or as directed by the police department. Operator shall store city controlled vehicles at no cost. However, city agrees that any of the vehicles stored at operator's vehicle storage facility shall not remain stored in excess of 15 days without arrangement of fees to be charged to the city. The city shall pay operator the same rates as stated above for city controlled vehicles towed in excess of 15 per month. City controlled vehicles towed from outside of the city boundaries will be charged at no more than the public rates. If this tow is within the 15 fee tows no charge will occur once inside the city limits. Operator shall provide to the police department a monthly summary statement, along with the individual tow tickets for all city controlled vehicles to include the 15 free tows.

~~(3) In the event that a secondary tow is necessary and it is listed on the same tow ticket/invoice as the first tow, the location of the secondary storage site must be written on the operator's tow ticket/invoice.~~

Sec. 138-134. Grounds for suspension or termination.

A. The Chief of Police may suspend or terminate an operator from the city's rotation list if, after a hearing as outlined in Sec. 138-135, the chief determines that:

1. The operator gave false or misleading information in the material submitted to the city during the application process.
2. The operator allowed their insurance, as required herein, to be canceled, withdrawn, expired, or terminated.
3. The operator's tow truck permits as defined by Texas Department of Licensing and Regulation (TDLR) has been suspended, expired, or revoked.
4. The operator's certificate of registration for any tow truck has been suspended, expired, or revoked, in which case, notwithstanding the above, the chief shall suspend operator from the approved operations for that tow truck for the remainder of the suspension period levied by TDLR.
5. The operator's or operator's lessor's vehicle storage facility license issued by TDLR has been suspended, expired, or revoked.
6. The operator has missed more than three (3) rotation calls in a ninety (90) day period. The penalty for this violation shall be suspension from the rotation list for a period of thirty (30) calendar days, or the next rotation whichever is later, for the first violation and sixty (60) days, or the next two rotations whichever is later, for the second violation in a twelve (12) month period. The chief shall have the discretion upon the third such violation by an operator in a twelve (12) month period to set a higher suspension period, up to and including termination from the rotation list.
7. The operator or one of its employees violated any of the required duties under this ordinance, other than response to the scene, which is separately addressed.
8. The operator or one of its employees illegally solicited tow or repair services at the scene of a police investigation.
9. The operator or one of its employees charged or collected any fess in excess of those allowed by law or this ordinance.
10. The operator has established a pattern of conduct causing legitimate consumer complaints, to include but not be limited to, complaints regarding damage to towed or stored vehicles, loss of items from towed or stored vehicles, problems relating to vehicle redemption.

B. If the chief of police determines that grounds exist for suspension or termination of an operator, the chief shall issue such notice of a hearing and provide notice to the operator in accordance with the provisions of Sec. 138-135.

Sec. 138-135. Hearing; suspension and termination by chief of police.

(a) *Hearing.* Before the chief of police suspends or terminates an operator from the rotation list system, the operator must be afforded an opportunity to present his/her reasons why the chief should not take any suspension or termination action, or to present factors that the chief can consider in assessing the length of the suspension or termination. If the operator does not appear at the scheduled hearing, the hearing will be considered closed. The only exceptions to the hearing opportunity are those provided in Sec. 138-124(1), (2), and (23).

(b) *Suspension by chief of police.* The chief of police shall suspend an operator from the rotation list system for any violation of this article or any policy adopted by the chief of police under authority of this article or state law. The period of suspension is to be determined by the chief of police, whose decision is final and is not appealable to the city manager or city council. The chief shall notify a rotation operator of suspension from the rotation list system in writing either by confirmed fax, certified mail return receipt requested, company email that returns both a read and delivery receipt, or hand delivered notice. The suspension notice must state the basis for the action.

(c) *Termination by the chief of police.* The chief shall terminate the operator from participating in the rotation list system based upon:

(1) Any repeated violations of the provisions of this article;

(2) Any criminal offense committed by the service or by the driver, employee or agent of the service, in the course of providing services under this article, whether or not the services are being performed as part of the rotation list system call; or

(3) Any conduct which endangers the life or safety of any person.

A tow operator that has been terminated will not be placed on the rotation list for up to five years. The decision of the chief of police to terminate an operator is final and is not appealable to the city manager or city council. The chief shall notify a rotation operator of termination from the rotation list system in writing either by confirmed fax, certified mail return receipt requested, company email that returns both a read and delivery receipt, or hand delivered notice. The termination notice must state the basis for the action.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Sec. 138-136. - Penalties.

An operator who violates any provision of this article commits a class C misdemeanor and upon conviction shall be punished by a fine of not less than $200.00 nor more than $500.00, unless a different fine is otherwise specifically provided for a violation under this article. A culpable

mental state is not required for an offense under this article where the offense is not punishable by a fine exceeding $500.00.

(Ord. No. 2015-04, § 1, 1-26-15; Ord. No. 2017-13, § 1, 1-23-17)

Secs. 138-137. THIS ORDINANCE DOES NOT CREATE ANY CONTRACTUAL RIGHTS FOR OPERATORS OR ANY THIRD PARTIES.

138-138—138-165. - Reserved.

SECTION 2: This Ordinance shall be and is hereby declared to be cumulative to all other ordinances of the City of New Braunfels relating to vehicle storage facilities and nonconsent towing of vehicles within the city limits, and same shall not operate to repeal or affect any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances those provisions shall be and they are hereby repealed.

SECTION 3: That if any provisions of this Ordinance shall be held void, illegal, or unconstitutional, it is hereby provided that all other parts of the same which are not held void, illegal or unconstitutional shall remain in full force and effect.

SECTION 4: Effective Date and Publication.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing by the City Secretary. This ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this _____ day of _____, 2026.

PASSED AND APPROVED: Second reading this ____ day of _____, 2026.

CITY OF NEW BRAUNFELS, TEXAS

_____
Neal Linnartz, Mayor

ATTEST:

_____
Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

_____
Valeria M. Acevedo, City Attorney

**PRESENTER:**
Christopher J. Looney, AICP, Planning Director
Applicant: Monica L Mason
Owner: Brett Baer
**SUBJECT:**
Approval of the second and final reading of an ordinance, requested by Monica Mason, on behalf of Brett Baer, to rezone approximately 0.2 of an acre out of the City Block Subdivision 5068, Lot 5, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 226 North Liberty Avenue.
**DEPARTMENT:** Neighborhood and Community Planning
**COUNCIL DISTRICTS IMPACTED:** 5

**BACKGROUND INFORMATION:**
**Case No**: SUP26-069

**Applicant**:
Monica L Mason
(512) 393-4949 | monilmason1@gmail.com

**Owner**:
Brett Baer
(310) 991-5338 | brettbaer@gmail.com

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

**The City Council held a public hearing on April 27, 2026, and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0).**

The subject property is approximately 0.2 of an acre on the northeast side of North Liberty Avenue, approximately 60 feet northwest of the intersection with West Main Street, and across Liberty Avenue from Schlitterbahn Waterpark Resort. It is bordered by R-3, C-1, and C-4 zoning. Adjacent land uses consist of residences, commercial businesses, and a resort.

The property is currently under construction in accordance with building permits previously approved by the City. The residence is approximately 1,128 square feet and is designed to include three bedrooms and three bathrooms. Per the Zoning Ordinance, the maximum occupancy of a short-term rental (STR) with three bedrooms is eight occupants, and a minimum of three off-street parking spaces is required. According to the approved building permit, there will be sufficient room to accommodate 3 paved off-street parking spaces.

**ISSUE:**
Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

**COMPREHENSIVE PLAN REFERENCE:**
The rezoning request is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

**STRATEGIC PLAN REFERENCE:**
☒Economic Mobility ☐Enhanced Connectivity ☒Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

**FISCAL IMPACT:**
The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land increases revenue to cover costs of services.

If approved, the property will be subject to local and state hotel occupancy tax (HOT).
**RECOMMENDATION:**
Approval with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.

A parcel on the same block face within this block is already zoned to allow a short-term rental use.
Additionally, several of the properties located across the street operate as overnight resort cabins. Accordingly, an STR at the proposed location would be consistent with the existing land uses and zoning allowances within the block.

The Planning Commission held a public hearing on April 7, 2026, and unanimously recommended approval (6-0-0).

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

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

(1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;

(2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;

(3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
(4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
(5) Whether the request is consistent with the comprehensive plan.

*Mailed notification as required by state statute:*
Public hearing notices were sent to owners of 11 properties within 200 feet of the request. As of the date this agenda was posted, the city has received 3 responses.

Resource Links:

- Chapter 144, Sec. 3.3-3 (R-3) of the City's Code of Ordinances: https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?




City of New Braunfels

**SUP26-069**

**226 N Liberty Ave - SUP for STR**

0 80 160 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-069 - 226 N Liberty Ave -

Source: City of New Braunfels Planning
Date: 3/13/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by [illegible] else is at that party's risk and without liability to the City of New Braun officials or employees for any discrepancies, errors, or variances which may




City of New Braunfels

**SUP26-069**

**226 N Liberty Ave - SUP for STR**

0 80 160 Feet

N

Path:
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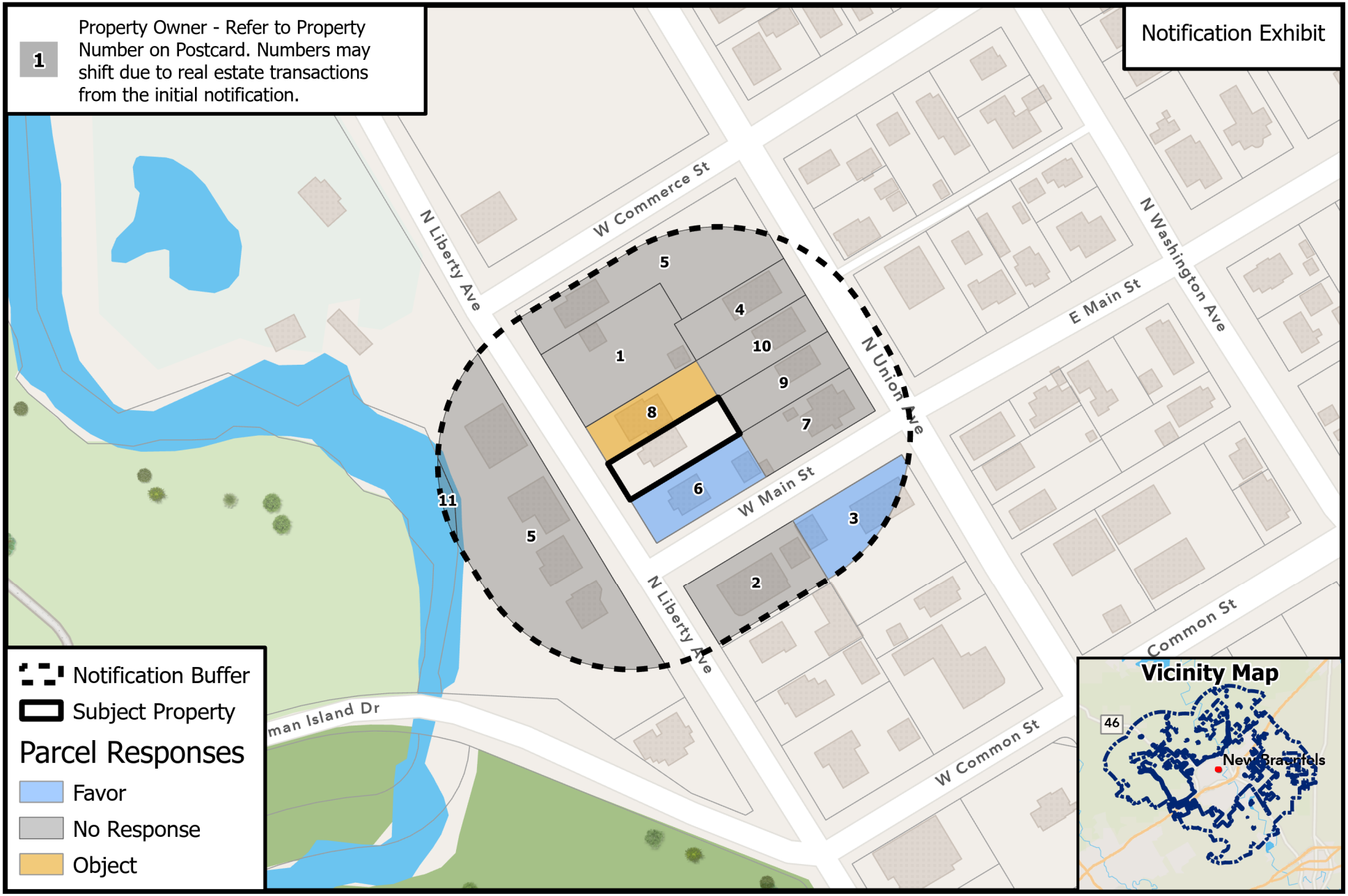
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**226 N Liberty Ave**

City of New Braunfels




City of New Braunfels

**SUP26-069**

**226 N Liberty Ave - SUP for STR**

0 80 160 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-069 - 226 N Liberty Ave -

Source: City of New Braunfels Planning
Date: 4/6/2026

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## PLANNING COMMISSION – April 7, 2026 – 6:00PM

City Hall Council Chambers

**Applicant:** Monica L Mason

**Address/Location:** 226 N Liberty Ave

**SUP26-069**

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. MEADOWS INVESTMENTS LLC
2. CAMARILLO LORENZO G JR
3. U E G MANAGEMENT LLC
4. TEXCAL LAND COMPANY
5. NEW BRAUNFELS WATERPARK LLC
6. CLARKSON SHANNON R B & TIMOTHY G
7. SOLIS G KURT & SHIRLEY J
8. CARLISLE AMANDA L
9. KOEHLER DOROTHY
10. TEXCAL LAND COMPANY LTD
11. COLORADO RIVER LAND TRUST INC

**SEE MAP**

CARLISLE AMANDA L

546 OAK SHORE DR

CANYON LAKE TX 78133

Property #: 8

SUP26-069
Case Manager: AM

FAVOR ☐

COMMENTS

OPPOSE ☒

[redacted]

RECEIVED
APR 6
BY: tlM

CLARKSON SHANNON R B & TIMOTHY G

26230 SCARLETT SAGE LN

KATY TX 77494

Property #: 6

SUP26-069
Case Manager: AM

FAVOR ☑

COMMENTS

OPPOSE ☐

RECEIVED
APR 2
BY: tlM

U E G MANAGEMENT LLC

191 NORTH UNION AVE

NEW BRAUNFELS TX 78130

Property #: 3

SUP26-069
Case Manager: AM

FAVOR ☑

OPPOSE ☐

COMMENTS

RECEIVED
APR 1
BY: AM

C) **SUP26-069 Public hearing and recommendation to City Council, requested by Monica Mason, on behalf of Brett Baer, to rezone approximately 0.2 of an acre out of the City Block Subdivision 5068, Lot 5, from R-3 (Multifamily District) to R-3 SUP (Multifamily District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 226 North Liberty Avenue.** *(Applicant: Monica L Mason; Owner: Brett Baer; Staff Contact: Amanda Mushinski, Planner, AICP, CNU-A)*

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

Discussion followed on other short-term rentals in the area.

Chair Sonier invited the applicant to speak on the item.

Monica Mason elaborated on the request discussing the concerns for single-family homes, and updating the house.

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

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

DRAFT

**ORDINANCE NO. 2026-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.2 ACRES, BEING OUT OF THE CITY BLOCK SUBDIVISION 5068, LOT 5, CURRENTLY ADDRESSED AT 226 NORTH LIBERTY AVENUE, FROM R-3 (MULTIFAMILY DISTRICT) TO R-3 SUP (MULTIFAMILY DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW A SHORT-TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

---

**WHEREAS,** the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

**WHEREAS,** in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

**WHEREAS,** the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

**WHEREAS,** it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

**WHEREAS**, the property is located in an area suitable for short term rental use; and

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

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

**WHEREAS,** the City Council desires to grant a Special Use Permit at 226 North Liberty Avenue, to allow short term rental of a residence in the R-3 (Multifamily District); **now, therefore;**

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

**SECTION 1**

**THAT** pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the City Block Subdivision 5068, Lot 5, being as delineated on Exhibit "A" and depicted on Exhibit "B" attached.

**SECTION 2**

**THAT** the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.

2. The property will remain in compliance with the approved site plan Exhibit “C” and floor plan Exhibit “D”. Any significant changes to the site plan will require a revision to the SUP.

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

**THIS** ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

**PASSED AND APPROVED:** First reading this 27th day of April 2026.

**PASSED AND APPROVED:** Second reading this 11th day of May 2026.

**CITY OF NEW BRAUNFELS**

_____

**NEAL LINNARTZ**, Mayor

**ATTEST:**

_____

**GAYLE WILKINSON,** City Secretary

**APPROVED AS TO FORM:**

_____

**VALERIA M. ACEVEDO,** City Attorney




City of New Braunfels

**SUP26-069**

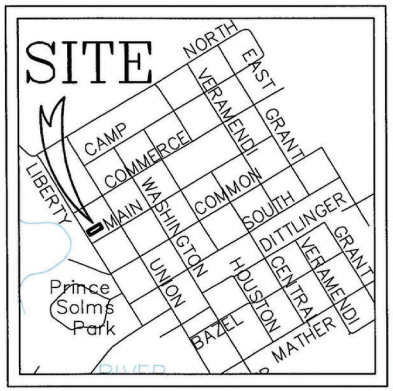
**226 N Liberty Ave - SUP for STR**

0 80 160 Feet

204 rds and Commissions\ZoneChange & SUPs\2026\SUP26-069 - 226 N Liberty Ave -

Source: City of New Braunfels Planning
Date: 4/6/2026

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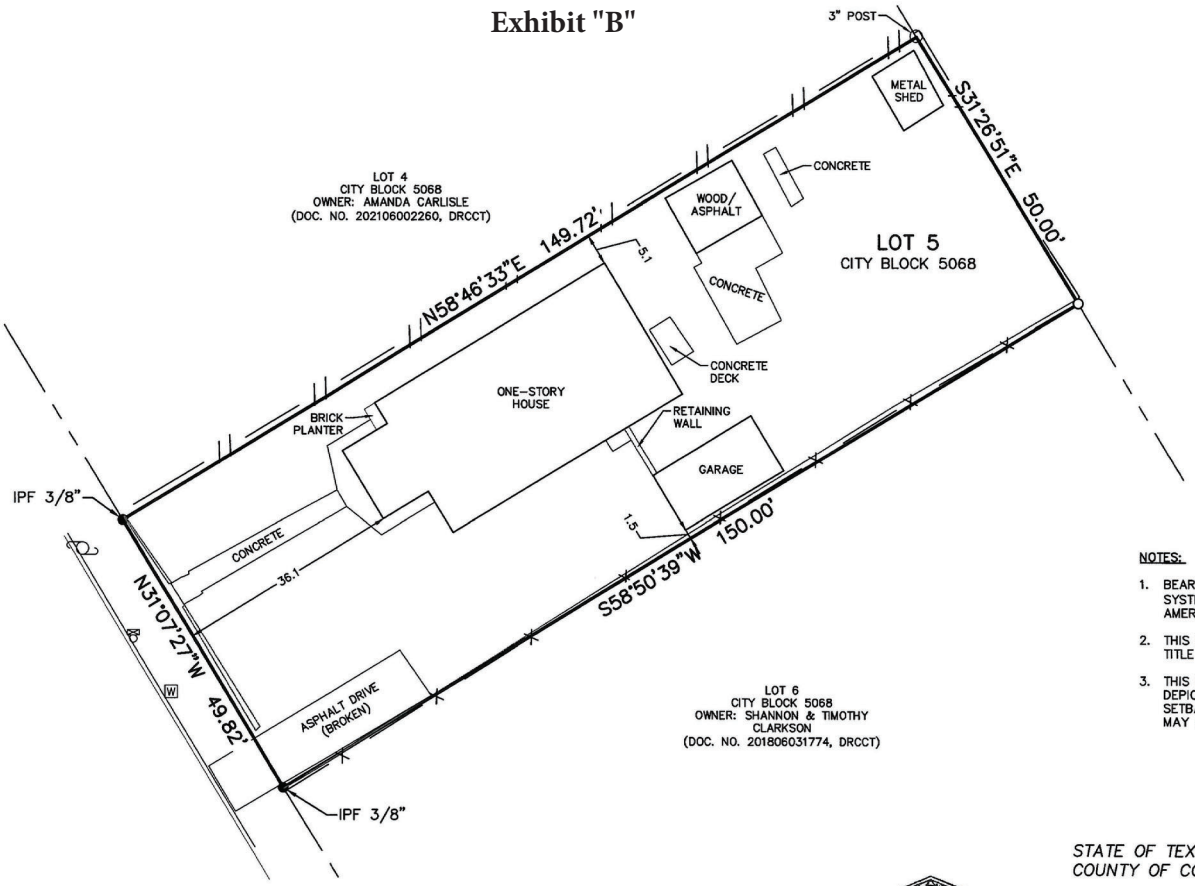

LOCATION MAP
N.T.S.

SCALE: 1"=20'

## AS-BUILT SURVEY

BEING LOT 5, NEW CITY BLOCK 5068, SUBDIVISION NAME, SOUTHWEST ADDITION TO NEW BRAUNFELS, SITUATED IN THE CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29, PAGES 258-260, CONVEYED TO MASON KAI, LLC IN DOCUMENT NO. 202306019069, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

## Exhibit "B"




LEGEND:

- O = (IPS) SET 1/2" IRON PIN W/ PLASTIC CAP STAMPED "DAM #5348 PROP. COR." UNLESS OTHERWISE NOTED
- ● = (IPF) FOUND 1/2" IRON PIN UNLESS OTHERWISE NOTED
- ( ) = RECORD INFORMATION
- DRCCT = DEED RECORDS OF COMAL COUNTY, TEXAS
- OPRCCT = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY
- = POWER POLE
- W = WATER METER
- = MAILBOX

NOTES:

1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

D·A·MAWYER
LAND SURVEYING
5151 W. SH 46
NEW BRAUNFELS, TX 78132
PH: 830.730.4449
DREW@DAM-TX.COM
FIRM #10191500

DATE: JANUARY 2025 JOB: MIS976

ADDRESS:
226 LIBERTY
NEW BRAUNFELS, TX 78130

STATE OF TEXAS
REGISTERED
DREW A. MAWYER
5348
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION

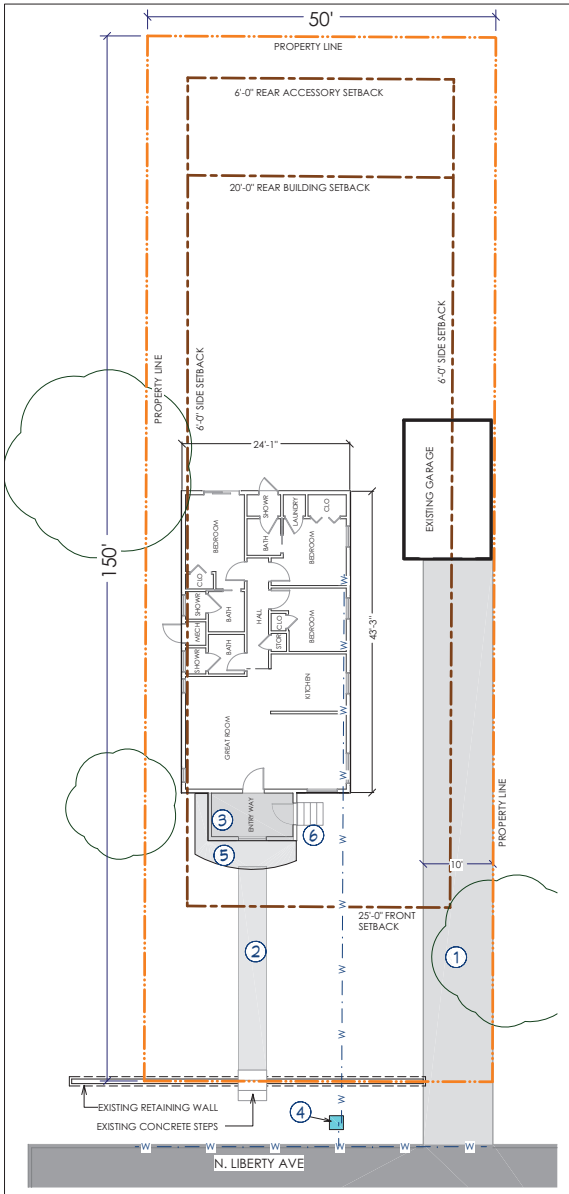
THIS 31 DAY OF JANUARY 2025

DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348



Drawing Name: C:\Users\Mandi\Mawyer\DAM Survey Dropbox\Mandi\Projects\MIS- Miscellaneous\MIS976- 226 Liberty\MIS976- 226 Liberty.dwg User: MandiMawyer Jan 31, 2025 - 10:49am

**Exhibit "C"**




2 EXISTING SITE PLAN
1/8 in = 1 ft

I Brett Baer, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes/Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.

Existing 1 Story Residence
3 Bedrooms ~ 1128 SF

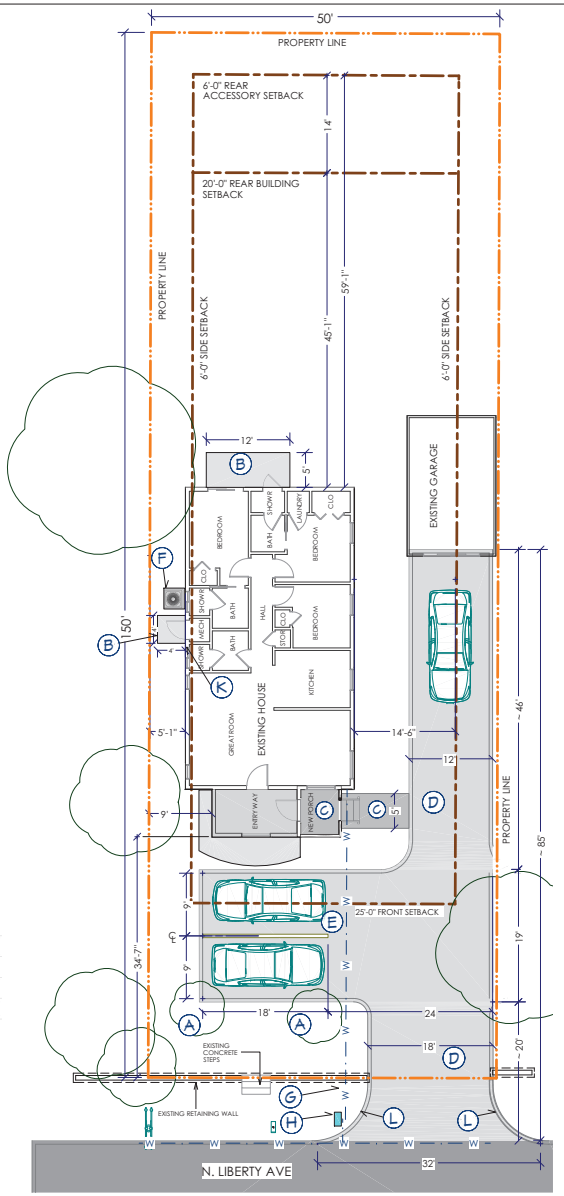
PROPOSED SITE PLAN:

A - New Oak Tress
B - New Landings
C - New Porch, Stairs & Sidewalk
D - New Driveway with 6" Curb
E - New Parking with 6" Curb
F - New AC Pad
G - Water Line
H - New Traffic Resistant Water Meter Box and Lid
J - All Drives to be Concrete
K - 8x16 Air Flow Vents (Typ 5)
L - Buildup Driveway Apron Retaining Walls

EXISTING SITE PLAN:

1 - 10' Asphalt Driveway
2 - Concrete Sidewalk
3 - Entry Way
4 - Water Meter and Line
5 - Front Concrete Slab
6 - Concrete Steps

| PARKING CALCULATION TABLE | | |
|---|---|---|
| # of Sleeping Rooms | Cars / Sleeping | Total Cars Req'd |
| 3 | 1 | 3 |




1 PROPOSED SITE PLAN
1/8 IN = 1 FT

24/7 DESIGN
ARCHITECTURE & PLANNING

REVISION TABLE

| NUMBER | DATE | REVISED BY | DESCRIPTION |
|---|---|---|---|
| | | | |

REGISTERED ARCHITECT
BRETT A. BAER
STATE OF TEXAS
MAR 26 '25

226 N. LIBERTY AVE -
REMODEL & RENOVATION
NEW BRAUNFELS, TX 78130

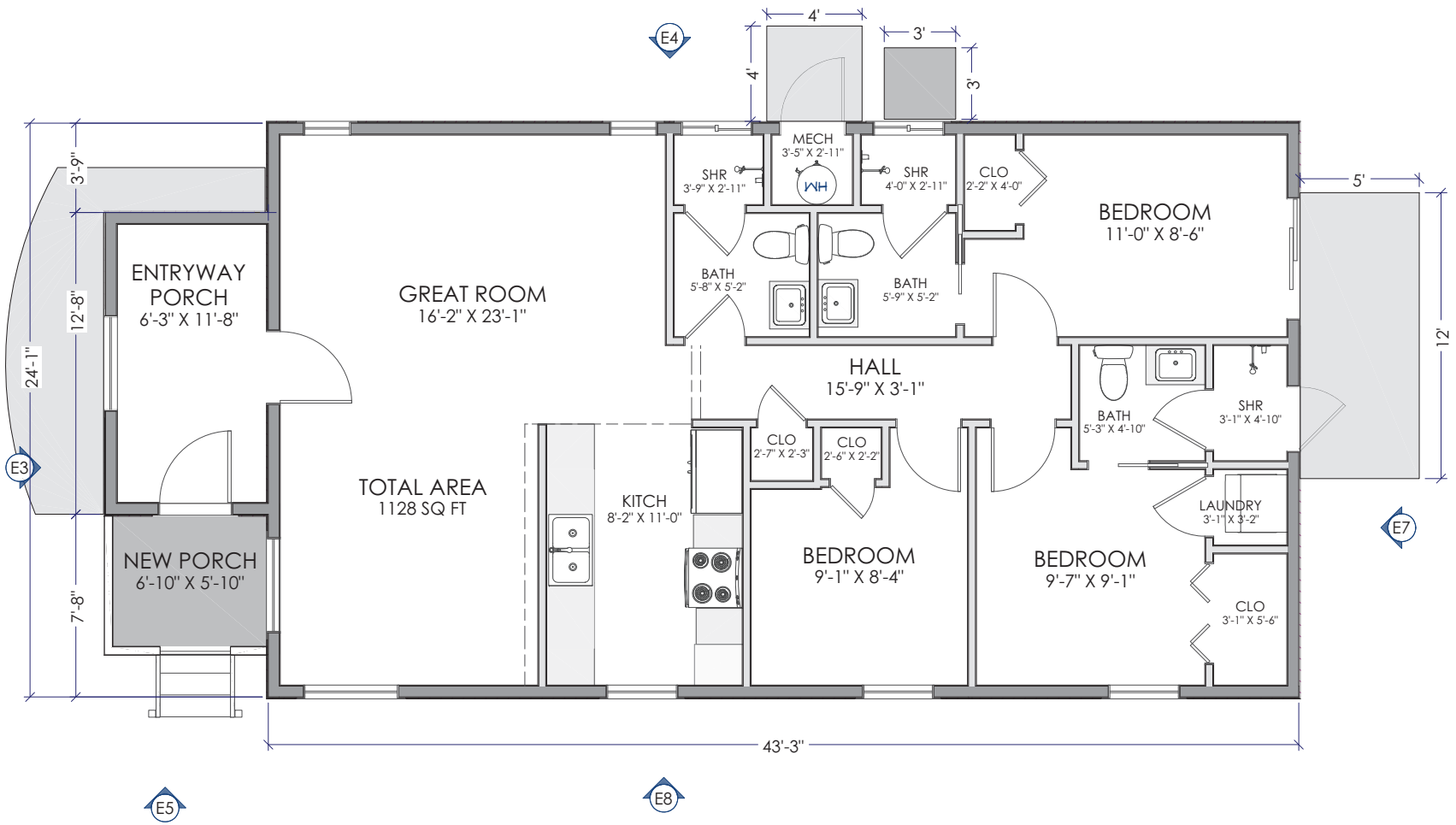

MARK STUART ARCHITECT
605 RIDGECLIFF DRIVE
NEW BRAUNFELS, TX 78130
PHONE: 830-557-4444
Mark@MarkStuartArchitect.com


DATE:
3/2/2026

SCALE:

SHEET:
3

Exhibit "D"




1 FLOOR PLAN
1/2 in = 1 ft

24/7 DESIGN
ARCHITECTURE & PLANNING

REVISION TABLE

| NUMBER | DATE | REVISED BY | DESCRIPTION |
|---|---|---|---|

REGISTERED ARCHITECT
MARK A. STUART
STATE OF TEXAS
May 28 '25

226 N. LIBERTY AVE -
REMODEL & RENOVATION
NEW BRAUNFELS, TX 78130


MARK STUART ARCHITECT
605 RIDGECLIFF DRIVE
NEW BRAUNFELS, TX 78130
PHONE: 830-557-4444
Mark@MarkStuartArchitect.com


DATE:
3/2/2026

SCALE:

SHEET:
4

**PRESENTER:**
Matthew Simmont, AICP, Planning Manager
Applicant/Owner: Nicolas Vargas
**SUBJECT:**
Approval of the second and final reading of an ordinance, requested by Nicolas Vargas, to rezone approximately 0.25 of an acre out of the City Block Subdivision 1073, Lot 11, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 182 Perryman Street.
**DEPARTMENT:** Neighborhood and Community Planning
**COUNCIL DISTRICTS IMPACTED:** 5

**BACKGROUND INFORMATION:**
**Case No**: SUP26-061

**Applicant**:
Nicolas Vargas
(815) 992-7315 | Niko.va.lu@hotmail.com

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

**The City Council held a public hearing on April 27, 2026, and unanimously approved the first reading of the applicant's requested rezoning ordinance (7-0-0)**

The subject property is approximately ¼ of an acre on the northwest side of Perryman Street, approximately 60 feet from the intersection of Perryman Street and South Castell Avenue, and one block northwest of South IH 35. It is bordered by C-3 and M-1 zoning. Adjacent land uses consist of residences and commercial businesses.

The 1950s residence on the site is roughly 1600 square feet with 3 bedrooms and 2.5 bathrooms. Per the Zoning Ordinance, the maximum occupancy of an STR with 3 bedrooms and 2.5 bathrooms is 8 occupants, and the minimum off-street parking is 3 spaces. If approved, the applicant will be required to provide a paved driveway with three paved parking spaces.

**ISSUE:**
Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

**COMPREHENSIVE PLAN REFERENCE:**

The requested rezoning is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

**Future Land Use Plan**: The subject property is located within the New Braunfels Sub Area, and near existing Market, Employment, and Education Centers.

**STRATEGIC PLAN REFERENCE:**
☒Economic Mobility ☐Enhanced Connectivity ☒Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

**FISCAL IMPACT:**
The requested rezoning is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land increases revenue to cover costs of services.

If approved, the property will be subject to local and state hotel occupancy tax (HOT).

**RECOMMENDATION:**
Approval with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP through the rezoning process.
3. A paved driveway with three paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

The subject site is already zoned commercial, situated on the edge of a neighborhood very near the Interstate Highway and lies across the street from and fronting an auto-related commercial use.

The Planning Commission held a public hearing on April 7, 2026, and unanimously recommended approval of the applicant's request (7-0-0).

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

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

(1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;

(2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;

(3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;

(4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and

(5) Whether the request is consistent with the comprehensive plan.

*Mailed notification as required by state statute:*
Public hearing notices were sent to owners of 18 properties within 200 feet of the request. As of the date this agenda was posted, the city has received 1 response in favor.

Resource Links:

- Chapter 144, Sec. 3.3-9 (C-3) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
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City of New Braunfels

**SUP26-061**

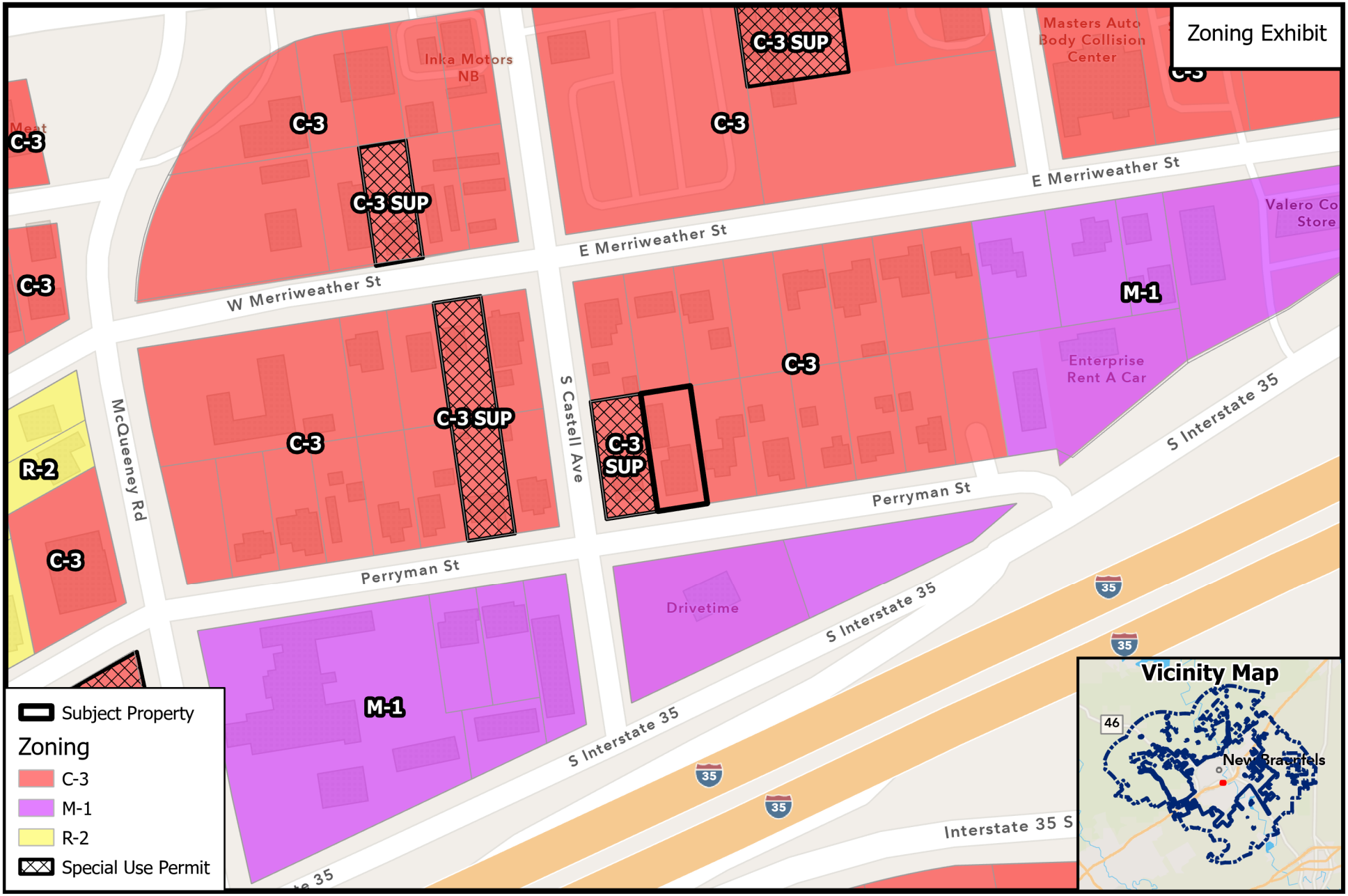
**182 Perryman St - SUP for STR**

0 90 180 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-061 - 182 Perryman St - SUP

Source: City of New Braunfels Planning
Date: 3/12/2026

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City of New Braunfels

**SUP26-061**

**182 Perryman St - SUP for STR**

0 90 180 Feet

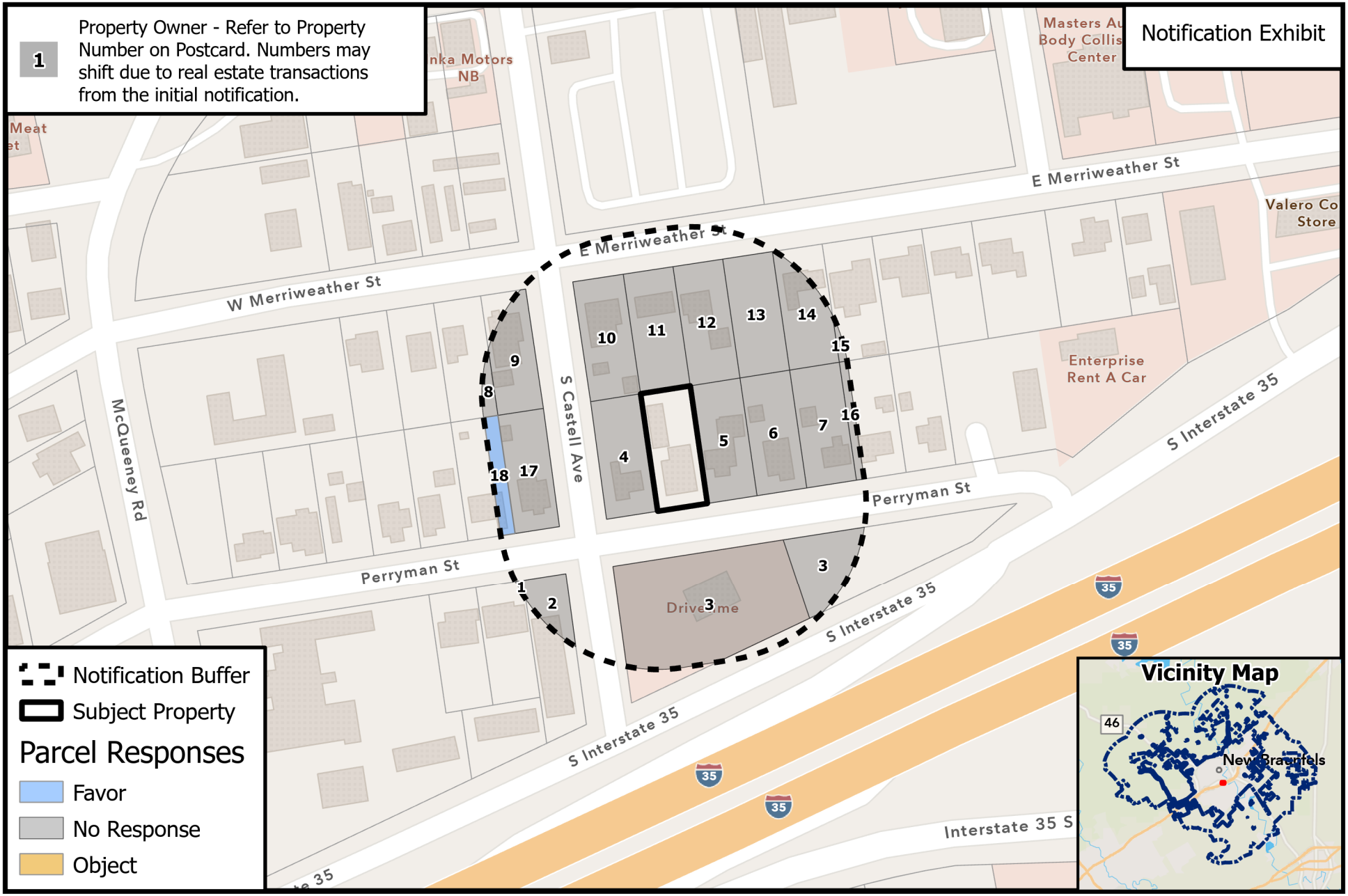
Path:
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Source: City of New Braunfels Planning
Date: 3/12/2026

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**182 Perryman St**




**SUP26-061**

**182 Perryman St - SUP for STR**

0 90 180 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-061 - 182 Perryman St - SUP

Source: City of New Braunfels Planning
Date: 4/6/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of New Braun officials or employees for any discrepancies, errors, or variances which may

## PLANNING COMMISSION – April 7, 2026 – 6:00PM

City Hall Council Chambers

**Applicant:** Nicolas Vargas

**Address/Location:** 182 Perryman St

**SUP26-061**

The numbers on the map correspond to the property owners listed below. All information is from the Appraisal District Records. The property under consideration is marked as “Subject Property”.

1. KAHLIG ENTERPRISES INC
2. CK GARRISON PROPERTIES LLC
3. PENIZE LLC
4. WITTING FRANK
5. B & W - NB LLC
6. KLE PROPERTIES LLC
7. HAYES JOE & TED W ALEXANDER
8. ORR EVELYN JOYCE
9. BOUDJAKDJI SARAH & ROBERT WEST
10. SANCHEZ DEBORAH
11. DONHAUSER MARY D
12. SANCHEZ JUVENAL
13. RESIDENTIAL ROOTS LLC
14. GOMEZ ALFONSO & ATANACIA
15. SIERRA VICTOR P & REBECCA
16. PROPERTY OWNER #16
17. SPAR-TEX VENTURES LLC
18. HOUSE LIFESTYLES CORP

**SEE MAP**

HOUSE LIFESTYLES CORP

1308 COMMON STREET E #205

NEW BRAUNFELS TX 78130

Property #: 18

SUP26-061
Case Manager: AM

FAVOR ☒

OPPOSE ☐

COMMENTS

I think this will bring more development and interest in Castell's extension of the downtown circle. Love it!

RECEIVED
APR 2
BY:

**B) SUP26-061 Public hearing and recommendation to City Council, requested by Nicolas Vargas, to rezone approximately 0.25 of an acre out of the City Block Subdivision 1073, Lot 11, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow for a Short-Term Rental of a Residence), currently addressed at 182 Perryman Street.** *(Applicant/Owner: Nicolas Vargas; Staff Contact: Amanda Mushinski, Planner, AICP, CNU-A)*

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

Discussion followed on nearby Special Use Permits granted for short-term rentals.

Chair Sonier invited the applicant to speak on the item.

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

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

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

DRAFT

**ORDINANCE NO. 2026-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.25 ACRES, BEING OUT OF THE CITY BLOCK SUBDIVISION 1073, LOT 11, CURRENTLY ADDRESSED AT 182 PERRYMAN STREET, FROM C-3 (COMMERCIAL DISTRICT) TO C-3 SUP (COMMERCIAL DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW FOR A SHORT-TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

---

**WHEREAS,** the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

**WHEREAS,** in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

**WHEREAS,** the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

**WHEREAS,** it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

**WHEREAS**, the property is located in an area suitable for short term rental use; and

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

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

**WHEREAS,** the City Council desires to grant a Special Use Permit at 182 Perryman Street, to allow short term rental of a residence in the C-3 (Commercial District); **now, therefore;**

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

**SECTION 1**

**THAT** pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the City Block Subdivision 1073, Lot 11, being as depicted on Exhibit "A" and described on Exhibit "B" attached.

**SECTION 2**

**THAT** the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit “C” and floor plan Exhibit “D”. Any significant changes to the site plan will require a revision to the SUP through the rezoning process.
3. A paved driveway with three paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

**THIS** ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

**PASSED AND APPROVED:** First reading this 27th day of April 2026.

**PASSED AND APPROVED:** Second reading this 11th day of May 2026.

**CITY OF NEW BRAUNFELS**

_____

**NEAL LINNARTZ**, Mayor

**ATTEST:**

_____

**GAYLE WILKINSON,** City Secretary

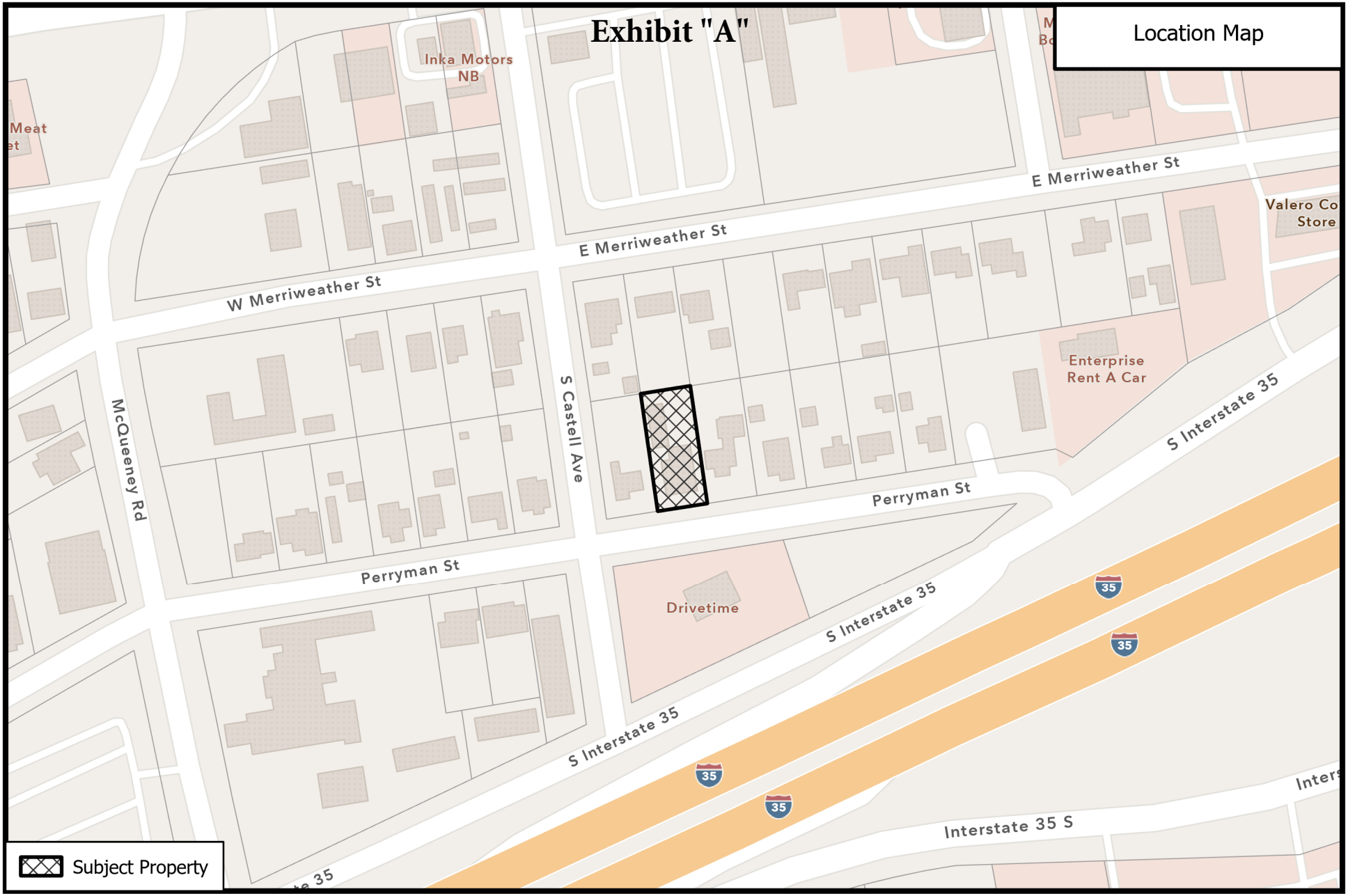
**APPROVED AS TO FORM:**

_____

**VALERIA M. ACEVEDO,** City Attorney

# Exhibit "A"

Location Map




City of New Braunfels

**SUP26-061**

**182 Perryman St - SUP for STR**

0 90 180 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-061 - 182 Perryman St - SUP

Source: City of New Braunfels Planning
Date: 4/6/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by [illegible] else is at that party's risk and without liability to the City of New Braun officials or employees for any discrepancies, errors, or variances which may

# Exhibit "B"

## METES AND BOUNDS

Being 0.2178 acres of land, more or less, situated in the John Thompson Survey No. 21, Abstract 608, Comal County, Texas and being out of that same property described in a Revocable Transfer on Death Deed recorded in Document No. 202006010617, Official Public Records, Comal County, Texas, said 0.2178 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the southeast corner of this 0.2178 acres, same being the southwest corner of B&W NB, LLC., Tract 6 (Document No. 202306000622), and on the North Right-of-Way line of Perryman Street, same also being the **POINT OF BEGINNING**;

**THENCE** along the North Right-of-Way line of said Perryman Street, South 81 degrees 03 minutes 13 seconds West (called South 81 degrees 43 minutes West), a distance of 63.34 feet (called 63.33 feet) to a 1/2 inch iron rod found for the southwest corner of this 0.2178 acres, same being the southeast corner of Frank Witting, 0.218 acres (Document No. 202506007063);

**THENCE** along the line common to this 0.2178 acres and said Witting 0.218 acres, North 08 degrees 53 minutes 21 seconds West (called North 08 degrees 17 minutes West), a distance of 149.93 feet (called 150 feet) to a 1/2 inch iron rod found for the northwest corner of this 0.2178 acres, same being the northeast corner of said Witting 0.218 acres, and the southeast corner of Lot 1, Block 1072, Highway Addition (Volume 71, Page 535), same also being the southwest corner of Lot 2 of said Highway Addition;

**THENCE** along the line common to this 0.2178 acres and said Lot 2, North 81 degrees 22 minutes 35 seconds East (called North 81 degrees 43 minutes East), a distance of 63.34 feet (called 63.33 feet) to a point for the northeast corner of this 0.2178 acres, same being the southeast corner of said Lot 2, and the southwest corner of Lot 3 of said Highway Addition, same also being the northwest corner of said Tract 6;

**THENCE** along the line common to this 0.2178 acres and said Tract 6, South 08 degrees 53 minutes 21 seconds East (called South 08 degrees 17 minutes East), at a distance of 149.57 feet (called 150 feet) to the **POINT OF BEGINNING**, and containing 0.2178 acres of land, more or less.

**I hereby certify that these field notes, prepared from an actual survey made on the ground and under my supervision, are true and correct to the best of my knowledge and belief. A survey plat of the above described tract, prepared this day, is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.**

Derrick L. Mayfield

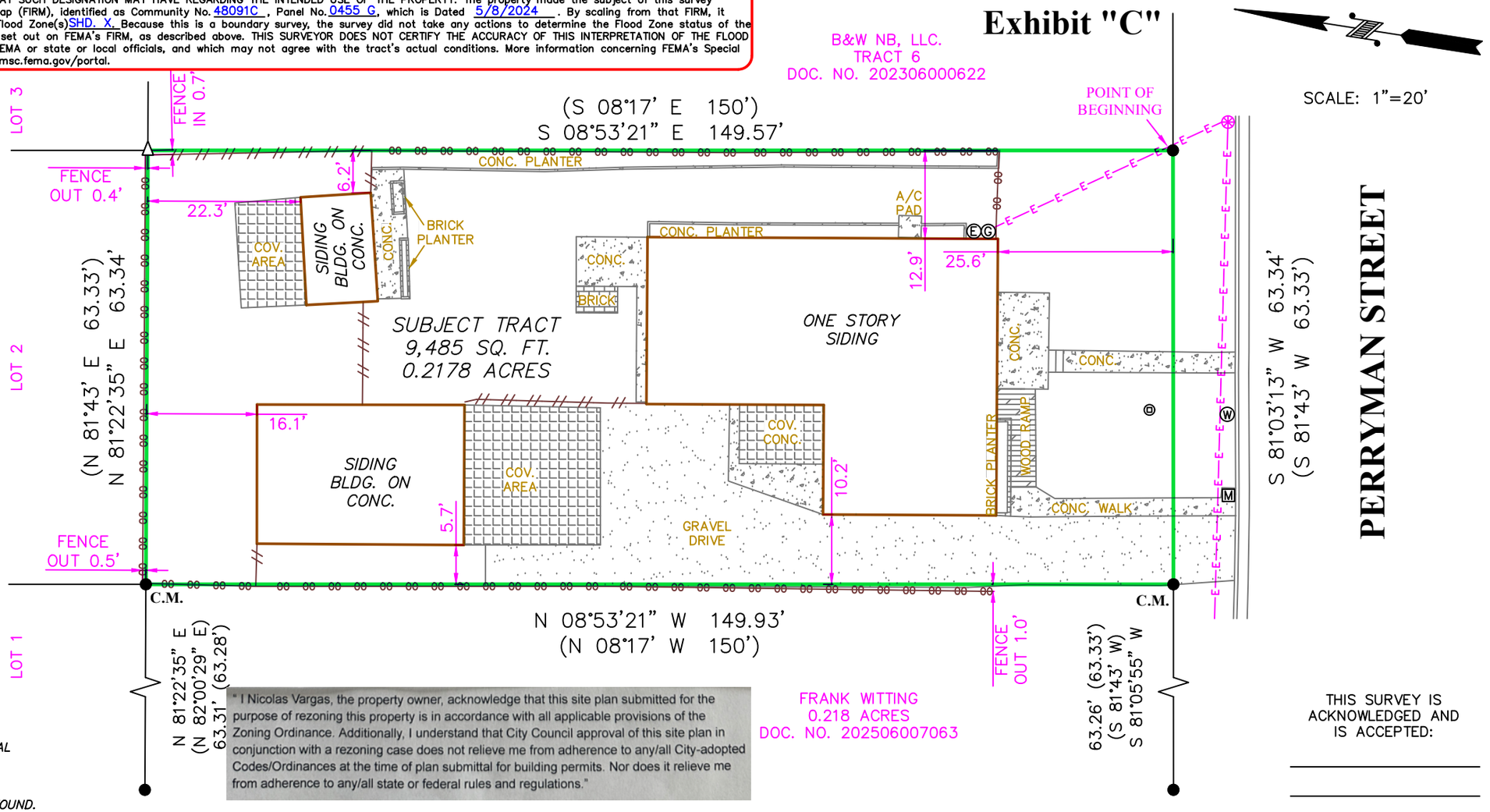
**Derrick L. Mayfield**
**Registered Professional Land Surveyor**
**Texas Registration No. 6456**
**October 3, 2025**



FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS, AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 480091C, Panel No. 0455 G, which is Dated 5/8/2024. By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) SHD. X. Because this is a boundary survey, the survey did not take any actions to determine the Flood Zone status of the surveyed property other than to interpret the information set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONES, which may not agree with the interpretations of FEMA or state or local officials, and which may not agree with the tract's actual conditions. More information concerning FEMA's Special Flood Hazard Areas and Zones may be found at https://msc.fema.gov/portal.

# Exhibit "C"

SCALE: 1"=20'




"I Nicolas Vargas, the property owner, acknowledge that this site plan submitted for the purpose of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City-adopted Codes/Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations."

FRANK WITTING
0.218 ACRES
DOC. NO. 202506007063

THIS SURVEY IS ACKNOWLEDGED AND IS ACCEPTED:

_____

_____

*NOTE:*
*BEARINGS SHOWN HEREON ARE BASED ON ACTUAL GPS OBSERVATIONS, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, GRID.*

*NOTE:*
*NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.*

FIRM REGISTRATION NO.
10111700

**Westar Alamo**
LAND SURVEYORS, LLC.
P.O. BOX 1645 BOERNE, TEXAS 78006
PHONE (210) 372-9500 FAX (210) 372-9999

## LEGEND

- △ = CALCULATED POINT
- ● = FOUND 1/2" IRON ROD
- ( ) = RECORD INFORMATION
- C.M. = CONTROLLING MONUMENT
- ❀ = POWER POLE
- Ⓔ = ELECTRIC METER
- —E— = OVERHEAD ELECTRIC
- Ⓖ = GAS METER
- Ⓦ = WATER METER
- Ⓒ = CLEANOUT
- Ⓜ = MAILBOX
- -oo- = CHAIN LINK FENCE
- -//- = WOOD FENCE

DWG: AV RVD: DLM

**Property Address:**
*182 PERRYMAN STREET*

**Property Description:**

*Being 0.2178 acres of land, more or less, situated in the John Thompson Survey No. 21, Abstract 608, Comal County, Texas and being out of that same property described in a Revocable Transfer on Death Deed recorded in Document No. 202006010617, Official Public Records, Comal County, Texas, said 0.2178 acres being more particularly described by metes and bounds attached hereto:*

**Owner:**
*NICOLAS VARGAS*



STATE OF TEXAS
REGISTERED
DERRICK L. MAYFIELD
6456
PROFESSIONAL
LAND SURVEYOR

I, DERRICK L. MAYFIELD, Registered Professional Land Surveyor, State of Texas, certify that the above plat represents an actual survey made on the ground under my supervision, and that my professional opinion is that there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, except as may appear herein, to the best of my knowledge and belief.

DERRICK L. MAYFIELD
Registered Professional Land Surveyor
Texas Registration No. 6456

G.F. NO. 7258-25LLC-TX
JOB NO. 133358
TITLE COMPANY: CLOSED TITLE
DATE: 10/3/2025

# Exhibit "D"


1.21'
40.06'
1.21'
24.22'
0.39'
11.64'
0.39'
13.12'
0.54'
Dining room
Half bath
Bedroom 3
970.1 FT²
Kitchen
Bathroom
Bedroom 2
248.2 FT²
Living room
Laundry Room
Bedroom 1
328.3 FT²
Bathroom
25.02'
15.04'

**PRESENTER:**
Gayle Wilkinson, City Secretary

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

**DEPARTMENT:** City Secretary

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**
Consistent with Texas Election laws, the City of New Braunfels is required to canvass and declare the results of its duly ordered elections. On February 9, 2026, the City Council of the City of New Braunfels ordered a General Election to be held on Saturday, May 2, 2026, for the purpose of electing councilpersons for New Braunfels City Council Districts 5 and 6 and electing a mayor. The City Council has investigated all matters pertaining to the general election, including the order, giving notice, officers, holding and making returns of the general election, all as required by applicable federal, state, and local law, and determines that this election was duly ordered; proper notice of this election was given; proper election officers were duly appointed prior to this election; the election was duly held; the City has complied with the federal, state, and local law; and due returns of the result of this election have been made and delivered, in accordance with the law and the Ordinance calling the election.

**ISSUE:**
Approve the ordinance that accepts May 2, 2026, general election canvass returns and results.

**FISCAL IMPACT:**
None

**RECOMMENDATION:**
Staff recommend approval of the ordinance accepting the general election canvass returns and election results.

**ORDINANCE NO. 2026-____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, CANVASSING THE RETURNS OF THE GENERAL ELECTION OF NEW BRAUNFELS,TEXAS, COMAL & GUADALUPE COUNTY, HELD ON SATURDAY, MAY 2, 2026, TO ELECT TWO MEMBERS TO THE NEW BRAUNFELS CITY COUNCIL FOR DISTRICT FIVE (5) , DISTRICT SIX (6) AND THE MAYOR, EACH FOR A THREE (3)- YEAR TERM, DECLARING THE RESULTS OF SAID ELECTION, DECLARING AN EFFECTIVE DATE UPON ONE READING.**

**WHEREAS,** on the 9th day of February 2026, the City Council of the City of New Braunfels ordered a General Election to be held on Saturday, May 2, 2026, for the purpose of electing councilpersons for New Braunfels City Council Districts Five (5), Six (6) and the mayor's seat; and

**WHEREAS,** the City Council has investigated all matters pertaining to said election, including ordering, giving notice, officers, holding and making returns of said election, all as required by applicable federal, state, and local law; and

**WHEREAS,** the election officers who held said election have duly made the returns of the result thereof, said returns have been duly delivered to the City Council, and it is now necessary to declare the official results of the canvass;

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

**SECTION 1.** The City Council having convened on this the 11th day of May 2026, to canvass the returns of the General Election held on May 2, 2026, and after canvassing the returns of this election, officially finds and determines that this election was duly ordered; proper notice of this election was given; proper election officers were duly appointed prior to this election; the election was duly held; the City has complied with the federal, state, and local law; and due returns of the result of this election have been made and delivered, all in accordance with the law and the Ordinance calling the election.

**SECTION 2.** The Mayor and City Council of the City of New Braunfels, after opening the returns of the election received from the election judges and delivered to the City Secretary, do officially find and declare the results of May 2, 2026, General Election to be as follows:

[continue to next page]

**New Braunfels Cumulative Results**

5-2-26 General Elections

Run Time 4:34 PM
Run Date 05/08/2026

**COMAL COUNTY, TEXAS**

GENERAL ELECTION

5/2/2026



**Unofficial Results**

**Registered Voters**
6325 of 51163 = 12.36%

**Precincts Reporting**
29 of 29 = 100.00%

## City of New Braunfels Mayor - Vote for none or one

| Choice | Party | Absentee Voting | | Early Voting | | Election Day Voting | | Total | |
|---|---|---|---|---|---|---|---|---|---|
| Jon Frazier | | 21 | 3.80% | 46 | 1.24% | 42 | 2.05% | 109 | 1.73% |
| Neal Linnartz | | 251 | 45.47% | 1,595 | 42.99% | 719 | 35.07% | 2,565 | 40.64% |
| Angela Allen | | 92 | 16.67% | 324 | 8.73% | 244 | 11.90% | 660 | 10.46% |
| Michael Alexander French | | 188 | 34.06% | 1,745 | 47.04% | 1,045 | 50.98% | 2,978 | 47.18% |
| | Cast Votes: | 552 | 100.00% | 3,710 | 100.00% | 2,050 | 100.00% | 6,312 | 100.00% |
| | Undervotes: | 3 | | 6 | | 4 | | 13 | |
| | Overvotes: | 0 | | 0 | | 0 | | 0 | |

## City of New Braunfels Councilmember, District 5 - Vote for none or one

| Choice | Party | Absentee Voting | | Early Voting | | Election Day Voting | | Total | |
|---|---|---|---|---|---|---|---|---|---|
| Mary Ann Labowski | | 63 | 66.32% | 308 | 50.57% | 139 | 45.87% | 510 | 50.65% |
| Chase Taylor | | 32 | 33.68% | 301 | 49.43% | 164 | 54.13% | 497 | 49.35% |
| | Cast Votes: | 95 | 100.00% | 609 | 100.00% | 303 | 100.00% | 1,007 | 100.00% |
| | Undervotes: | 0 | | 8 | | 4 | | 12 | |
| | Overvotes: | 0 | | 0 | | 0 | | 0 | |

## City of New Braunfels Councilmember, District 6 - Vote for none or one

| Choice | Party | Absentee Voting | | Early Voting | | Election Day Voting | | Total | |
|---|---|---|---|---|---|---|---|---|---|
| Nikki L. Shaw | | 22 | 29.73% | 198 | 43.90% | 132 | 47.65% | 352 | 43.89% |
| April Ryan | | 33 | 44.59% | 147 | 32.59% | 85 | 30.69% | 265 | 33.04% |
| Steven Voges | | 19 | 25.68% | 106 | 23.50% | 60 | 21.66% | 185 | 23.07% |
| | Cast Votes: | 74 | 100.00% | 451 | 100.00% | 277 | 100.00% | 802 | 100.00% |
| | Undervotes: | 3 | | 3 | | 11 | | 17 | |
| | Overvotes: | 0 | | 0 | | 0 | | 0 | |

*** End of report ***

**MAYOR City of New Braunfels**
Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 17 | 1.43% | 4 | 10 | 3 |
| Neal Linnartz | 301 | 25.40% | 90 | 175 | 36 |
| Angela Allen | 163 | 13.76% | 59 | 89 | 15 |
| Michael Alexander French | 702 | 59.24% | 270 | 390 | 42 |

**COUNCIL MEMBER DISTRICT 6 City of New Braunfels, District 6**
Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Nikki L. Shaw | 159 | 47.89% | 65 | 85 | 9 |
| April Ryan | 107 | 32.23% | 32 | 59 | 16 |
| Steven Voges | 61 | 18.37% | 19 | 32 | 10 |


Report generated with Electionware Copyright © 2007-2020

**SECTION 3.** Voting numbers are also broken out by precinct and attached to this ordinance in the New Braunfels Canvass Report provided by Comal and Guadalupe Counties through their contract for holding a joint election and are incorporated for all purposes herein.

**SECTION 4.** As a result of May 2, 2026, General Election, no individual candidate in District 6, as listed below, received a majority of the votes cast. A run-off election will be required for the two candidates who received the highest and second highest number of votes in the May 2, 2026, General election, pursuant to Texas Election Code, Sec. 2.023.

| | | |
|---|---|---|
| DISTRICT SIX: | Nikki Shaw | 511 |
| | April Ryan | 372 |
| | Steven Voges | 246 |

As a result of the May 2, 2026, General Election, the following individual was elected to serve as City Council Member for District Five, with the respective term beginning on May 26, 2026:

| | | |
|---|---|---|
| DISTRICT FIVE: | Mary Ann Labowski | 510 |

and District Five was elected by receiving the majority of all votes cast for the office for which she was a candidate, cast by the qualified voters of the City of New Braunfels voting at said election,

and is hereby declared to be the lawful and duly elected Council Member for the City of New Braunfels for the district specified.

As a result of May 2, 2026, General Election, no individual candidate for the Mayor's seat, as listed below, received a majority of the votes cast. A run-off election will be required for the two candidates who received the highest and second highest number of votes in the May 2, 2026, General election, pursuant to Texas Election Code, Sec. 2.023.

| | | |
|---|---|---|
| MAYOR: | Jon Frazier | 126 |
| | Neal Linnartz | 2866 |
| | Angela Allen | 823 |
| | Michael French | 3680 |

**SECTION 5.** If any part of this ordinance shall be held to be unconstitutional or invalid for any reason, such unconstitutionality or invalidity shall not affect the constitutionality or validity of the remaining parts of this Ordinance. The City Council hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts thereof would have been declared unconstitutional or invalid, and further declares that such remaining parts shall remain in full force and effect; and that the provisions hereof are severable.

**SECTION 6.** It is further ordained that this ordinance shall become effective upon one (1) reading of the City Council as allowed by the City Charter, Section 3.10.

PASSED AND APPROVED: this the 11th day of May 2026.

**CITY OF NEW BRAUNFELS, TEXAS**

_____

NEAL LINNARTZ, Mayor

**ATTEST:**

_____

GAYLE WILKINSON, City Secretary

**ATTEST:**

_____

VALERIA M. ACEVEDO, City Attorney

Cynthia Jaqua
COMAL COUNTY
ELECTIONS COORDINATOR

396 N. Seguin Ave. • New Braunfels • Texas • 78130

# CANVASS

I, Cynthia Jaqua, Elections Coordinator for Comal County, Texas, do hereby certify the returns for the City of New Braunfels General Election held on May 2, 2026, as shown on the attached canvass, as true and correct.

Dated: May 8, 2026

Cynthia Jaqua
Elections Coordinator
Comal County, Texas

telephone: (830)221-1352 • fax: (830)608-2013 • e-mail: cjaqua@comalcounty.gov

**City of New Braunfels Mayor - Vote for none or one**

| Precinct | Jon Frazier | Neal Linnartz | Angela Allen | Michael Alexander French | Cast Votes | Undervotes | Overvotes | Absentee Voting Ballots Cast | Early Voting Ballots Cast | Election Day Voting Ballots Cast | Total Ballots Cast | Registered Voters | Turnout Percentage |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 201 - CNB1 | 3 | 42 | 15 | 95 | 155 | 0 | 0 | 8 | 109 | 38 | 155 | 1,564 | 9.91% |
| 202 - CNB1 | 0 | 12 | 1 | 31 | 44 | 0 | 0 | 3 | 23 | 18 | 44 | 999 | 4.40% |
| 301 - CNB1 | 10 | 143 | 26 | 138 | 317 | 0 | 0 | 33 | 175 | 109 | 317 | 4,775 | 6.64% |
| 302 - CNB1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00% |
| 308 - CNB1 | 4 | 129 | 17 | 128 | 278 | 0 | 0 | 12 | 188 | 78 | 278 | 1,393 | 19.96% |
| 101 - CNB3 | 9 | 535 | 57 | 332 | 933 | 0 | 0 | 59 | 615 | 259 | 933 | 4,092 | 22.80% |
| 103 - CNB3 | 6 | 169 | 36 | 204 | 415 | 0 | 0 | 43 | 271 | 101 | 415 | 2,390 | 17.36% |
| 111 - CNB3 | 0 | 0 | 1 | 2 | 3 | 0 | 0 | 0 | 1 | 2 | 3 | 50 | 6.00% |
| 203 - CNB3 | 7 | 178 | 35 | 160 | 380 | 2 | 0 | 33 | 232 | 117 | 382 | 2,079 | 18.37% |
| 207 - CNB3 | 3 | 38 | 125 | 118 | 284 | 0 | 0 | 27 | 165 | 92 | 284 | 1,229 | 23.11% |
| 401 - CNB3 | 8 | 225 | 32 | 154 | 419 | 0 | 0 | 28 | 220 | 171 | 419 | 1,527 | 27.44% |
| 111 - CNB4 | 0 | 0 | 0 | 7 | 7 | 0 | 0 | 0 | 5 | 2 | 7 | 78 | 8.97% |
| 303 - CNB4 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 14 | 7.14% |
| 305 - CNB4 | 2 | 17 | 10 | 51 | 80 | 0 | 0 | 6 | 41 | 33 | 80 | 1,010 | 7.92% |
| 306 - CNB4 | 2 | 10 | 1 | 13 | 26 | 0 | 0 | 7 | 13 | 6 | 26 | 1,355 | 1.92% |
| 307 - CNB4 | 1 | 19 | 4 | 27 | 51 | 0 | 0 | 0 | 35 | 16 | 51 | 321 | 15.89% |
| 309 - CNB4 | 5 | 56 | 18 | 120 | 199 | 2 | 0 | 16 | 83 | 102 | 201 | 3,096 | 6.49% |
| 401 - CNB4 | 5 | 94 | 21 | 124 | 244 | 0 | 0 | 20 | 135 | 89 | 244 | 1,929 | 12.65% |
| 406 - CNB4 | 7 | 191 | 48 | 240 | 486 | 0 | 0 | 74 | 247 | 165 | 486 | 3,671 | 13.24% |
| 410 - CNB4 | 2 | 44 | 20 | 95 | 161 | 0 | 0 | 14 | 87 | 60 | 161 | 2,236 | 7.20% |
| 303 - CNB5 | 3 | 81 | 11 | 73 | 168 | 2 | 0 | 9 | 110 | 51 | 170 | 965 | 17.62% |

**City of New Braunfels Mayor - Vote for none or one**

| Precinct | Jon Frazier | Neal Linnartz | Angela Allen | Michael Alexander French | Cast Votes | Undervotes | Overvotes | Absentee Voting Ballots Cast | Early Voting Ballots Cast | Election Day Voting Ballots Cast | Total Ballots Cast | Registered Voters | Turnout Percentage |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 304 - CNB5 | 4 | 75 | 34 | 132 | 245 | 0 | 0 | 29 | 129 | 87 | 245 | 4,207 | 5.82% |
| 306 - CNB5 | 1 | 23 | 13 | 56 | 93 | 1 | 0 | 20 | 41 | 33 | 94 | 1,953 | 4.81% |
| 307 - CNB5 | 5 | 69 | 24 | 137 | 235 | 3 | 0 | 16 | 153 | 69 | 238 | 2,801 | 8.50% |
| 308 - CNB5 | 7 | 159 | 18 | 88 | 272 | 0 | 0 | 21 | 184 | 67 | 272 | 1,310 | 20.76% |
| 401 - CNB5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0.00% |
| 201 - CNB6 | 8 | 140 | 56 | 238 | 442 | 3 | 0 | 39 | 228 | 178 | 445 | 3,538 | 12.58% |
| 301 - CNB6 | 0 | 1 | 0 | 2 | 3 | 0 | 0 | 1 | 1 | 1 | 3 | 142 | 2.11% |
| 302 - CNB6 | 7 | 115 | 37 | 212 | 371 | 0 | 0 | 37 | 225 | 109 | 371 | 2,437 | 15.22% |
| **Totals** | **109** | **2,565** | **660** | **2,978** | **6,312** | **13** | **0** | **555** | **3,716** | **2,054** | **6,325** | **51,163** | **12.36%** |

**City of New Braunfels Councilmember, District 5 - Vote for none or one**

| Precinct | **Mary Ann Labowski** | **Chase Taylor** | Cast Votes | Undervotes | Overvotes | Absentee Voting Ballots Cast | Early Voting Ballots Cast | Election Day Voting Ballots Cast | Total Ballots Cast | Registered Voters | Turnout Percentage |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 303 - CNB5 | 100 | 70 | 170 | 0 | 0 | 9 | 110 | 51 | 170 | 965 | 17.62% |
| 304 - CNB5 | 111 | 129 | 240 | 5 | 0 | 29 | 129 | 87 | 245 | 4,207 | 5.82% |
| 306 - CNB5 | 31 | 62 | 93 | 1 | 0 | 20 | 41 | 33 | 94 | 1,953 | 4.81% |
| 307 - CNB5 | 94 | 139 | 233 | 5 | 0 | 16 | 153 | 69 | 238 | 2,801 | 8.50% |
| 308 - CNB5 | 174 | 97 | 271 | 1 | 0 | 21 | 184 | 67 | 272 | 1,310 | 20.76% |
| 401 - CNB5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0.00% |
| **Totals** | **510** | **497** | **1,007** | **12** | **0** | **95** | **617** | **307** | **1,019** | **11,238** | **9.07%** |

**City of New Braunfels Councilmember, District 6 - Vote for none or one**

| Precinct | Nikki L. Shaw | April Ryan | Steven Voges | Cast Votes | Undervotes | Overvotes | Absentee Voting Ballots Cast | Early Voting Ballots Cast | Election Day Voting Ballots Cast | Total Ballots Cast | Registered Voters | Turnout Percentage |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 201 - CNB6 | 181 | 145 | 108 | 434 | 11 | 0 | 39 | 228 | 178 | 445 | 3,538 | 12.58% |
| 301 - CNB6 | 2 | 1 | 0 | 3 | 0 | 0 | 1 | 1 | 1 | 3 | 142 | 2.11% |
| 302 - CNB6 | 169 | 119 | 77 | 365 | 6 | 0 | 37 | 225 | 109 | 371 | 2,437 | 15.22% |
| **Totals** | **352** | **265** | **185** | **802** | **17** | **0** | **77** | **454** | **288** | **819** | **6,117** | **13.39%** |

*** End of report ***

The County of Guadalupe

**Cristian Pérez García**
**Elections Administrator**

3251 State Hwy 123, Seguin, Texas 78155 ♦ *www.guadalupe-elections.com* ♦ Phone: (830) 303-6363 / Fax: (830) 303-6373
1101 Elbel Road, Schertz, TX 78154 Phone: (210) 945-4199/ Fax: (210) 659-1225

I, **Cristian Pérez García,** Elections Administrator for the County of Guadalupe, do hereby certify the returns for **New Braunfels Special Election** held on May 2, 2026, as shown on the attached official canvass statements, as true and correct.

C. Pérez García

**Cristian Pérez García**
**Guadalupe Co. Elections Administrator**

Date: 8 May 2026

# 113 NB

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 7 | | | |
| Ballots Cast - Total | 0 | 0 | 0 | 0 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 0.00% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 0 | | 0 | 0 | 0 |
| Neal Linnartz | 0 | | 0 | 0 | 0 |
| Angela Allen | 0 | | 0 | 0 | 0 |
| Michael Alexander French | 0 | | 0 | 0 | 0 |


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# 114

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 12 | | | |
| Ballots Cast - Total | 0 | 0 | 0 | 0 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 0.00% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 0 | | 0 | 0 | 0 |
| Neal Linnartz | 0 | | 0 | 0 | 0 |
| Angela Allen | 0 | | 0 | 0 | 0 |
| Michael Alexander French | 0 | | 0 | 0 | 0 |


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# 117 NB

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 2,857 | | | |
| Ballots Cast - Total | 222 | 103 | 115 | 4 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 7.77% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 1 | 0.45% | 0 | 1 | 0 |
| Neal Linnartz | 38 | 17.12% | 14 | 24 | 0 |
| Angela Allen | 25 | 11.26% | 12 | 11 | 2 |
| Michael Alexander French | 158 | 71.17% | 77 | 79 | 2 |


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# 128

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 3,437 | | | |
| Ballots Cast - Total | 359 | 116 | 212 | 31 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 10.45% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 6 | 1.67% | 2 | 3 | 1 |
| Neal Linnartz | 119 | 33.15% | 31 | 74 | 14 |
| Angela Allen | 45 | 12.53% | 20 | 21 | 4 |
| Michael Alexander French | 189 | 52.65% | 63 | 114 | 12 |

### COUNCIL MEMBER DISTRICT 6 City of New Braunfels, District 6

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Nikki L. Shaw | 12 | 37.50% | 3 | 7 | 2 |
| April Ryan | 13 | 40.62% | 7 | 4 | 2 |
| Steven Voges | 6 | 18.75% | 5 | 1 | 0 |


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# 129

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 6,984 | | | |
| Ballots Cast - Total | 276 | 86 | 165 | 25 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 3.95% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 3 | 1.09% | 2 | 1 | 0 |
| Neal Linnartz | 69 | 25.00% | 22 | 40 | 7 |
| Angela Allen | 32 | 11.59% | 12 | 18 | 2 |
| Michael Alexander French | 172 | 62.32% | 50 | 106 | 16 |

### COUNCIL MEMBER DISTRICT 6 City of New Braunfels, District 6

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Nikki L. Shaw | 67 | 49.26% | 24 | 40 | 3 |
| April Ryan | 43 | 31.62% | 13 | 23 | 7 |
| Steven Voges | 23 | 16.91% | 7 | 12 | 4 |


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# 208

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 3,337 | | | |
| Ballots Cast - Total | 94 | 49 | 34 | 11 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 2.82% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 0 | 0.00% | 0 | 0 | 0 |
| Neal Linnartz | 3 | 100.00% | 0 | 2 | 1 |
| Angela Allen | 0 | 0.00% | 0 | 0 | 0 |
| Michael Alexander French | 0 | 0.00% | 0 | 0 | 0 |


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# 213

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 7,030 | | | |
| Ballots Cast - Total | 140 | 56 | 70 | 14 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 1.99% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 2 | 1.43% | 0 | 0 | 2 |
| Neal Linnartz | 23 | 16.43% | 9 | 11 | 3 |
| Angela Allen | 31 | 22.14% | 11 | 15 | 5 |
| Michael Alexander French | 84 | 60.00% | 36 | 44 | 4 |


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# 233

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 1,125 | | | |
| Ballots Cast - Total | 70 | 28 | 32 | 10 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 6.22% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 0 | 0.00% | 0 | 0 | 0 |
| Neal Linnartz | 0 | 0.00% | 0 | 0 | 0 |
| Angela Allen | 2 | 100.00% | 0 | 2 | 0 |
| Michael Alexander French | 0 | 0.00% | 0 | 0 | 0 |


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# 401

## Statistics

| Statistics | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 356 | | | |
| Ballots Cast - Total | 24 | 11 | 12 | 1 |
| Ballots Cast - Blank | 1 | 1 | 0 | 0 |
| Voter Turnout - Total | 6.74% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 0 | 0.00% | 0 | 0 | 0 |
| Neal Linnartz | 1 | 100.00% | 0 | 0 | 1 |
| Angela Allen | 0 | 0.00% | 0 | 0 | 0 |
| Michael Alexander French | 0 | 0.00% | 0 | 0 | 0 |


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# 408

## Statistics

| | TOTAL | Election Day | Early Voting | Absentee |
|---|---|---|---|---|
| Registered Voters - Total | 5,198 | | | |
| Ballots Cast - Total | 182 | 62 | 100 | 20 |
| Ballots Cast - Blank | 0 | 0 | 0 | 0 |
| Voter Turnout - Total | 3.50% | | | |

### MAYOR City of New Braunfels

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Jon Frazier | 5 | 2.75% | 0 | 5 | 0 |
| Neal Linnartz | 48 | 26.37% | 14 | 24 | 10 |
| Angela Allen | 28 | 15.38% | 4 | 22 | 2 |
| Michael Alexander French | 99 | 54.40% | 44 | 47 | 8 |

### COUNCIL MEMBER DISTRICT 6 City of New Braunfels, District 6

Vote For 1

| | TOTAL | VOTE % | Election Day | Early Voting | Absentee |
|---|---|---|---|---|---|
| Nikki L. Shaw | 80 | 48.78% | 38 | 38 | 4 |
| April Ryan | 51 | 31.10% | 12 | 32 | 7 |
| Steven Voges | 32 | 19.51% | 7 | 19 | 6 |


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Agenda Item No. B)

**PRESENTER:**
Gayle Wilkinson, City Secretary

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

**DEPARTMENT:** City Secretary's Office

**COUNCIL DISTRICTS IMPACTED:** All districts or District 6

**BACKGROUND INFORMATION:**
The Runoff Election date is Saturday, June 13, 2026, which was selected based on consultation with the Comal and Guadalupe County Elections Office. The current Mayor, Neal Linnartz, and Councilmember for District Six, April Ryan, terms were set to expire on May 26, 2026, however, they will remain in office in a holdover status until the successors are elected by majority vote of all votes cast in the Runoff Election. This ordinance will only require one reading pursuant to Section 3.10 of the City Charter.

**COMAL COUNTY:**

**Early voting will be at:**

Comal County Elections Office……396 N. Seguin Avenue
Comal County Offices, Church Hill Annex,
Training Room, Suite 1400……1345 Church Hill Drive

Early Voting beginning on Monday, June 1 through Friday June 5, Saturday June 6, and Monday June 8 through Tuesday June 9.

| | |
|---|---|
| June1 - June 5 | 8 a.m. to 5 p.m. |
| June 6 | 10 a.m. to 4 p.m. |
| **No Sunday** | |
| June 8 & 9, | 7 a.m. to 7 p.m. |

**Election Day location will be at:**

New Braunfels City Hall, Foyer…….. 550 Landa, New Braunfels 78130
Westside Public Library .....2932 S IH 35, New Braunfels 78130
New Braunfels Library, Large Meeting Room .....700 E Common, New Braunfels 78130
Comal County Offices, Church Hill,
Training Room, Suite 1400 .....1345 Church Hill Dr., New Braunfels 78130
Eden Hill, Town Hall .....631 Lakeview Blvd, New Braunfels 78130

June 13 - 7 a.m. - 7 p.m.

**GUADALUPE COUNTY:**

**Early voting will be at:**

Guadalupe County Elections Office……..3251 TX-123, Seguin, TX 78155
Redemptive Grace Ministries.....2240 FM 725, New Braunfels, 78130

| | |
|---|---|
| June1 - June 5 | 8 a.m. to 5 p.m. |
| June 6 | 10 a.m. to 4 p.m. |
| **No Sunday** | |
| June 8 & 9, | 7 a.m. to 7 p.m. |

**Election Day location will be at**

Redemptive Grace Ministries.....2240 FM 725, New Braunfels, TX

June 13 - 7 a.m. - 7 p.m.

**FISCAL IMPACT:**
TBD

**RECOMMENDATION:**
This item is for Council consideration. Staff recommends approval.

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

May 4, 2026

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

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

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

**DUTIES AND SERVICES OF THE CONTRACTING OFFICER:**

1 Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.

2. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.

3 Forward all information to vendor (Hart) for the Coding and Audio files for Verity Duo.

4. Conduct Early Voting for Ballot by Mail at main Early Voting location, 396 N. Seguin, New Braunfels, Texas 78130.

5. Provide training on conducting an election with Hart Verity Duo and Knowink Poll Pads for all Early Voting and Election Day workers.

6. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.

7. Prepare, provide, and deliver adequate election equipment for the election (Hart Verity Duo).

8. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Location.

9. Provide the Official Registered Voter List for the City of New Braunfels for use on Knowink Poll Pad.

10. Recruit election judges and clerks for Early Voting and Election Day.

11. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on June 9, 2026.

12. Provide the voting equipment and supplies listed in the attached Estimated Expenses and ensure Election Judges return specified voting equipment and supplies from Election Day Polling Location after polls close on June 13, 2026.

13. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICE and reimbursed by ENTITY.

14. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.

15. Set up the Central Accumulation Station and appoint personnel to tabulate the results of Early Voting and Election Day votes; provide Final Unofficial Results for Canvass.

16. Provide overall administration and supervision of the election and advisory services.

17. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.

18. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.

19. Reporting precinct results to the Secretary of State, if required.

**DUTIES OF THE ENTITY:**

1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.

2. Provide the County Elections Office with ENTITY's ballot information, etc. ENTITY shall conduct its ballot position drawing on or about May ____, 2026, and send the CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs from Hart.

3. ENTITY shall be responsible for any loss and/or physical damage to the equipment occurring at the voting location ordered by the ENTITY.

4. Only the actual expenses directly attributable to the Contract may be charged (Section 31.100(b), Texas Election Code). The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract based on the attached estimated costs with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

**GENERAL PROVISIONS:**

A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representation or modifications concerning this agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

C. **CHOICE OF LAW AND VENUE:** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

D. **RELATIONSHIP OF THE PARTIES:** Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

DATED this the _____ day of _____, 2026

_____ _____

Bobbie Koepp
Early Voting Clerk/County Clerk

*THE STATE OF TEXAS* }
}
*COUNTY OF GUADALUPE*
*ELECTIONS*
*ADMINISTRATION* }

## CONTRACT FOR ELECTION SERVICES

**THIS CONTRACT** made by and between the Elections Administrator of Guadalupe County, Texas (Elections Administrator) and the **CITY OF NEW BRAUNFELS**
hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on JUNE 13, 2026.

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

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

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

## GENERAL PROVISIONS

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.

B. The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract.

C. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

D. The Elections Administrator has the right to enter into agreements with other entities at any time and may require that authorities of the Political Entity holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Political Subdivision agrees to enter into a joint election agreement required by Guadalupe County.

### I. RESPONSIBILITES OF ELECTIONS ADMINISTRATOR.

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

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

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

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

1. The Elections Administrator shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Elections Administrator. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Elections Administrator shall ensure that a bilingual election clerk is appointed. The Elections Administrator shall notify the clerks of the same information that the judges receive under this section.

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

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

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

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

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

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

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

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

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

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

1. The Elections Administrator shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. The Elections Administrator shall receive mail ballot applications on behalf of the Political Subdivision. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Elections Administrator or deputies at the Elections Office located at 3251 North State Hwy 123 Seguin, Texas 78155. Applications for mail ballots sent to the Political Subdivision shall be promptly faxed to the Elections Administrator at (830)303-6373 or emailed to earlyvotingclerk@co.guadalupe.tx.us for timely processing and then the original application forwarded to the Elections Administrator for proper retention.

3. Early voting ballots shall be secured and maintained at the Elections Office at 3251 North State Hwy 123., Seguin, Texas 78155. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

4. Early Voting by personal appearance for the Election shall be conducted during the hours and dates and at the locations as determined by the Elections Administrator in consultation with the Political Subdivision and in accordance with the Texas Election Code.

M. **Election Day Activities**.

1. The Elections Administrator and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.

2. The Elections Administrator and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Elections Administrator and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

4. Election Day polling locations are determined by the Elections Administrator and in accordance with the Texas Election Code. The Elections Administrator shall arrange for the use of all polling places and shall arrange for the setting up of the polling location.

N. **Election Night Reports**. The Elections Administrator shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the Political Subdivision via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Elections Administrator will post all reports for public review on the Guadalupe County Elections website at www.co.guadalupe.tx.us/elections.

O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code**. The Elections Administrator, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide information on each of the voters' status. The Elections Administrator shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. **Canvass Material Preparation**. Promptly after determination of the provisional votes and resolution of any mail ballots, the Elections Administrator shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the Political Subdivision. These reports will serve as the canvass materials for the Political Subdivision. The title of these reports will be changed to official upon notification to the Elections Administrator of the completion of the canvass. Official reports will be sent to the Political Subdivision upon completion of canvass and posted on the Elections Office website for archival.

Q. **Custodian of Election Records**. The Early voting Daily Roster as well as the Election Day Roster and Election results will be submitted to the Political subdivision as soon as practicable upon request. For the Early Voting Daily Roster, same will be provided the next business day after each day of Early Voting upon request. All other Election records will be maintained by the Elections Administrator as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Elections Administrator is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

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

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

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

R. **Recount**.

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

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

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

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

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

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

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

C. **Department of Justice Preclearance for Special Elections**. If required by law, the Political Subdivision shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

D. **Ballot Information**. The Political Subdivision shall prepare the text for the Political Subdivisions official ballot in English and Spanish and provide to the Elections Administrator as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The Political Subdivision shall promptly review for correctness the ballot when requested by the Elections Administrator to do so prior to the finalization and shall approve by e-mail or by signature in person.

E. **Precinct Reports to the Texas Secretary of State**. If a joint election is conducted with Guadalupe County, and the Political Subdivision is wholly contained within Guadalupe County, the Elections Administrator will file the precinct-by-precinct report with the Texas Secretary of State for elections conducted by the Guadalupe County Elections Office. If no joint election is conducted with Guadalupe County or if the Political Subdivision lies within multiple counties, then, utilizing the information provided by the Elections Administrator, the Political Subdivision shall prepare, and file all required precinct by precinct reports with the Texas Secretary of State.

F. **Annual Voting Report**. The Political Subdivision shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

## IV. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

A. **Number of Election Workers at Election Day Polling Locations**. It is agreed by the Elections Administrator and the Political Subdivision that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.

B. **Compensation for Election Workers**. The Elections Administrator shall compensate all Election workers in accordance with the Elections Administrator established compensation policies, in accordance with the Texas Election Code and using the rates set by the Guadalupe County Commissioners Court for county elections. The Elections Administrator shall pay the workers and be reimbursed by the entities sharing the polling locations.

## V. PAYMENT

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

B. **Administrative Fee**. The Elections Administrator shall charge a fee equal to 10% of the Political Subdivision's share of the cost of the Election or a minimum of $75.00.

C. **Payment**. The Elections Administrator's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the Political Subdivision.

## VI. MISCELLANEOUS PROVISIONS

A. **Nontransferable Functions**. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed.

2. The officers who conduct the official canvass of the Election returns.

3. The authority to serve as custodian of voted ballots or other Election records; or

4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. **Cancellation of Election**. The Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

C. **Contract Copies to Treasure and Auditor**. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Guadalupe County, Texas.

D. **Election to Resolve a Tie**. If an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The Political Subdivision and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.

2. The Political Subdivision will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the Election will be borne by the Political Subdivision; the Elections Administrator will work with the Political Subdivision on cost management.

E. **Amendment/Modification**. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto.

F. Both the Elections Administrator and the Political Subdivision may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Elections Administrator and the governing body of the Political Subdivision or its authorized agent, respectively.

G. **Severability**. If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

H. In the event that legal action is threatened and/or filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, separate and independent legal counsel for the County, the Elections Administrator and additional election personnel as necessary.

I. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

J. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

K. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.

L. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

M. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

N. **Force Majeure**. If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease. "Force Majeure Event" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection,

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

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

| | |
|---|---|
| For the Guadalupe County Elections Office: | For the POLITICAL SUBDIVISION: CITY OF NEW BRAUNFELS |
| Cristian Perez Garcia | Name Gayle Wilkinson, TRMC |
| Elections Administrator | Title City Secretary/City Administration |
| 3251 North State Hwy 123 | Address 550 Landa St. |
| Seguin, Texas 78155 | City, State and Zip New Braunfels, Tx 78130 |
| Tel: (830) 303-6363 | Tel. 830-221-4006 |
| Fax: (830) 303-6373 | Email: GWilkinson@newbraunfels.gov |
| Email: cris.perez@guadalupetx.gov | |

***

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

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

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

| | |
|---|---|
| GUADALUPE COUNTY, TEXAS | ATTEST: |
| By: _____ | By: _____ |
| Cristian Perez Garcia<br>Elections Administrator | Presiding Officer/Authorized Representative |

# ORDINANCE 2026-

**AN ORDINANCE OF THE CITY OF NEW BRAUNFELS, TEXAS ORDERING A RUNOFF ELECTION FOR THE PURPOSE OF ELECTING A COUNCILPERSON FOR DISTRICT 6 AND A MAYOR, TO BE HELD ON THE 13th DAY OF JUNE 2026; AND PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; CONTAINING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE UPON ONE READING.**

**WHEREAS**, the City of New Braunfels, Texas ("City") is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS,** the City of New Braunfels Charter provides that city elections shall be held in accordance with laws of the State of Texas; and

**WHEREAS,** the election held on May 2, 2026, resulted in none of the four candidates receiving the majority of the votes for mayor and none of the three candidates receiving the majority of votes for council district six (6) so that a runoff election is required pursuant to Texas Election Code ("Code"), Sec. 2.021; and

**WHEREAS**, the two candidates for the mayor and the two candidates for district six (6) in the runoff election will be the candidates who received the highest and second highest number of votes in the May 2nd election, pursuant to Texas Election Code, Sec. 2.023; and

**WHEREAS,** the laws of the State of Texas further provide that there shall be elected at a runoff election which will be held on June 13, 2026, one candidate for mayor and one City Councilmember from District 6 to be elected by a majority of those votes cast; and

**WHEREAS**, Section 3.004(b) of the Texas Election Code provides that the governing body of a municipality shall be the authority to order a Special Election (herein referred to as the Runoff Election) for the purposes of electing members to the governing body; and

**WHEREAS**, the City will enter into a contract for election services with Comal County and Guadalupe County pursuant to Texas Election Code ("Code) Sections 31.092 and 271.002; and

**WHEREAS,** the City Council of the City of New Braunfels, Texas authorizes the Mayor to sign the order calling the Runoff Election and any subsequent orders adjusting the polling locations, dates and times that are subject to change due to agreements with Comal and Guadalupe County Elections Department and other joint election agreements up until the final posting deadline of such notice pursuant Texas Election Code ("Code") § 4.003(a)(b) and (c).

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

## SECTION I

## CALL OF A RUNOFF ELECTION

That a runoff election be held on the 13th day of June 2026, in the City of New Braunfels, Texas, for the purpose of electing regular City officers as listed below.

A. One Mayor and One City Councilmember from District Six (6) to be elected by a majority of those votes cast.

## SECTION II

## EARLY VOTING BY PERSONAL APPEARANCE

### Comal County

(Subject to Change)

**Comal County Elections Office.....396 N. Seguin Avenue, New Braunfels, TX**

**Comal County Offices, Church Hill Annex,**

**Training Room, Suite 1400.....1345 Church Hill Drive, New Braunfels, TX**

**Early Voting beginning on Monday, June 1through Saturday June 9.**

**June 1 – June 5 8 a.m. to 5 p.m.**

**June 6 - 9 10 a.m. to 4 p.m.**

**No Sunday**

**June 8 - 9 , 7 a.m. to 7 p.m.**

### Guadalupe County

(Subject to Change)

**Seguin Elections Office.....3251 TX-123, Seguin, TX**

**Redemptive Grace Ministries.....2240 FM 725, New Braunfels, TX**

**Early Voting beginning on Monday, June 1 through Saturday June 9.**

**June 1 – June 5 8 a.m. to 5 p.m.**

**June 6 - 9 10 a.m. to 4 p.m.**

**No Sunday**

**June 8 - 9 , 7 a.m. to 7 p.m.**

## SECTION III

## EARLY VOTING BY MAIL

**THAT** early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code.

A. The address of the Comal County Elections Office, 396 North Seguin Avenue, New Braunfels, Texas 78130, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City for Comal County residents.

B. The address of Guadalupe County Elections Office, 3251 TX-123, Seguin, TX 78155, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City for Guadalupe County residents

## SECTION IV ELECTION DAY POLLING PLACES

### Comal County

Subject to Change

New Braunfels City Hall, Foyer.....550 Landa, New Braunfels 78130

Westside Public Library .....2932 S IH 35, New Braunfels 78130

New Braunfels Library, Large Meeting Room .....700 E Common, New Braunfels 78130

Comal County Offices, Church Hill,

Training Room, Suite 1400 .....1345 Church Hill Dr., New Braunfels 78130

Eden Hill, Town Hall .....631 Lakeview Blvd, New Braunfels 78130

**June 13 – 7 a.m. – 7 p.m.**

### Guadalupe County

Subject to Change

Redemptive Grace Ministries.....2240 FM 725, New Braunfels, TX

**June 13 - 7 a.m. to 7 p.m.**

## SECTION V

## METHOD OF VOTING

**THAT** use of Hart Verity Touch, Access Touch, and controller voting system, as the term is defined in the Texas Election Code, shall be utilized in connection with the election for Comal County residents. This system shall be utilized for early voting as well as for district voting conducted on Election Day. Cynthia Jaqua is appointed as programmer, and she shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in the specific districts on Election Day. The central counting station is established as the Comal County Elections Office.

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

## SECTION VI

## APPOINTMENT OF PRESIDING JUDGES

**THAT** the Comal County Elections Office will appoint the Early Voting Ballot Board, a Presiding Judge for the Early Voting Ballot Board, and a Presiding Judge for the Central Counting Station.

**THAT** the Guadalupe County Elections Office will appoint the Early Voting Ballot Board, a Presiding Judge for the Early Voting Ballot Board, and a Presiding Judge for the Central Counting Station.

## SECTION VII

## GOVERNING LAW, POSTING AND PUBLICATION

**THAT** the election will be held in accordance with the provisions of the Charter of the City of New Braunfels and the laws of the State of Texas. Notice of the election, including a Spanish translation thereof, will be published at least once in the local newspaper in accordance with the Texas Election Code and will be posted on the bulletin board at City Hall at 550 Landa Street, New Braunfels, Texas.

## SECTION VIII

## TESTING OF AUTOMATIC TABULATING EQUIPMENT

**THAT** testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with the Texas Election Code. Comal County shall designate the tabulating equipment and personnel required under the Election Code.

**THAT** testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with the Texas Election Code. Guadalupe County shall designate the tabulating equipment and personnel required under the Election Code.

## SECTION IX
## COMPENSATION FOR ELECTION WORKERS

**THAT** the rate of compensation for all polling workers will be decided by the Comal County Elections Office.

**THAT** the rate of compensation for all polling workers will be decided by the Guadalupe County Elections Office.

## SECTION X
## SAVINGS CLAUSE

**THAT** if any part of this ordinance shall be held to be unconstitutional or invalid for any reason, such unconstitutionality or invalidity shall not affect the constitutionality or validity of the remaining parts of this Ordinance. The City Council hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts thereof would have been declared unconstitutional or invalid, and further declares that such remaining parts shall remain in full force and effect; and that the provisions hereof are severable.

## SECTION XI
## EFFECTIVE DATE

**THAT** it is further ordained that this ordinance shall become effective upon one (1) reading of the City Council as allowed by the City Charter, Section 3.10.

**PASSED, ADOPTED, AND APPROVED** this on the 11th day of May 2026.

CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS

_____

NEAL LINNARTZ, MAYOR

ATTEST:

_____

GAYLE WILKINSON, CITY SECRETARY

APPROVES AS TO FORM:

_____

VALERIA M. ACEVEDO, CITY ATTORNEY

# ORDENANZA 2026-

**UN DECRETO DE LA CIUDAD DE LA CIUDAD DE NEW BRAUNFELS, TEXAS QUE ORDENA UNA SEGUNDA VUELTA ELECTORAL CON EL PROPÓSITO DE ELEGIR UN CONCEJAL PARA EL DISTRITO 6 Y A UN ALCALDE, QUE SE LLEVARÁ A CABO EL 13 DE JUNIO, 2026; PROPORCIONANDO LA PUBLICACIÓN Y DESPLIEGUE DE AVISOS; INCLUYENDO UNA CLÁUSULA DE SALVA; DECLARANDO FECHA DE EFECTIVIDAD AL LEERLO.**

**CONSIDERANDO QUE,** la Ciudad de New Braunfels, Texas ("la Ciudad") es una ciudad con poderes locales fungiendo bajo su Acta Constitutiva adoptada por el electorado según el Artículo XI, Sección 5 de la Constitución del Estado de Texas y el Capítulo 9 del Código Gubernamental Local de Texas; y

**CONSIDERANDO QUE,** el Acta Constitutiva de la Ciudad de New Braunfels establece que las elecciones de la ciudad se deben realizar de acuerdo con las leyes del Estado de Texas; y

**CONSIDERANDO QUE,** las elecciones celebradas el 2 de mayo de 2026 no dieron como resultado que ninguno de los cuatro candidatos obtuviera la mayoría de los votos para alcalde ni que ninguno de los tres candidatos obtuviera la mayoría de los votos para el distrito seis (6) del consejo, por lo que se requiere una segunda vuelta electoral de conformidad con el Código Electoral de Texas ("Código"), Sec. 2.021; y

**CONSIDERANDO QUE,** los dos candidatos a alcalde y los dos candidatos al distrito seis (6) en la segunda vuelta electoral serán los candidatos que recibieron el mayor y el segundo mayor número de votos en las elecciones del 2 de mayo, de conformidad con el Código Electoral de Texas, Sec. 2.023; y

**CONSIDERANDO QUE,** las leyes del Estado de Texas disponen además que en una segunda vuelta electoral que se celebrará el 13 de junio de 2026, se elegirá a un candidato a alcalde y a un concejal del Distrito 6 por mayoría de los votos emitidos; y

**CONSIDERANDO QUE,** la Sección 3.004(b) del Código Electoral de Texas establece que el órgano de gobierno de un municipio será la autoridad para ordenar una Elección Especial (en adelante, la Segunda Elección) con el propósito de elegir a los miembros del órgano de gobierno; y

**CONSIDERANDO QUE,** La Ciudad firmará un contrato por servicios electorales con el Condado de Comal y el Condado de Guadalupe según el Código de Elecciones de Texas ("Código) Secciones 31.092 y 271.002; y

**CONSIDERANDO QUE,** el Concejo Municipal de la Ciudad de New Braunfels, Texas, autoriza al Alcalde a firmar la orden por la cual se convoca a la Elección de Segunda Vuelta, así como cualquier orden subsiguiente que modifique los lugares de votación, las fechas y los horarios —los cuales están sujetos a cambios debido a acuerdos con el Departamento de Elecciones de los Condados de Comal y Guadalupe y a otros acuerdos de elecciones conjuntas—, hasta la fecha límite final para la publicación de dicho aviso, de conformidad con el Código Electoral de Texas (el «Código»), § 4.003(a), (b) y (c).

**AHORA, POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE NEW BRAUNFELS, TEXAS DECRETA:**

## SECCIÓN I

## SE CONVOCA A UNA ELECCIÓN DE SEGUNDA VUELTA

Que una elección de segunda vuelta se realice el día 13 de junio, 2026, en la Ciudad de New Braunfels, Texas, con el propósito de elegir un Funcionario Regular de la Ciudad como se describe a continuación.

A. Un Alcalde y un Concejal del Distrito Seis (6) serán elegidos por mayoría de los votos emitidos.

## SECCIÓN II

## VOTACIÓN TEMPRANA EN PERSONA

### Condado de Comal

(Sujeto a Cambio)

**Oficina de Elecciones del Condado de Comal..... 396 N. Seguin Avenue, New Braunfels**

**Oficinas del condado de Comal, Church Hill,**
**Sala de capacitación, Suite 1400 .....1345 Church Hill Dr, New Braunfels**

**Votación anticipada comienza el lunes 1 de junio y termina el sábado 9 de junio.**

**Del 1 al 5 de junio: de 8:00 a. m. a 5:00 p. m.**

**Del 6 al 9 de junio: de 10:00 a. m. a 4:00 p. m.**

**Domingo: cerrado**

**8 y 9 de junio: de 7:00 a. m. a 7:00 p. m.**

## Condado de Guadalupe

(Sujeto a Cambio)

**Oficina de Elecciones del Condado de Guadalupe.....3251 TX-123, Seguin, TX**

**Ministerios de Gracia Redentora.....2240 FM 725, New Braunfels, TX**

**Votación anticipada comienza el lunes 1 de junio y termina el sábado 9 de junio.**

**Del 1 al 5 de junio: de 8:00 a. m. a 5:00 p. m.**

**Del 6 al 9 de junio: de 10:00 a. m. a 4:00 p. m.**

**Domingo: cerrado**

**8 y 9 de junio: de 7:00 a. m. a 7:00 p. m.**

# SECCIÓN III

# VOTACIÓN TEMPRANA POR CORREO

**QUE** la votación temprana por correo se deberá realizar de acuerdo con las pautas aplicables del Código Electoral de Texas.

A. La dirección de la Oficina de Elecciones del Condado de Comal, 396 North Seguin Avenue, New Braunfels, Texas 78130, será la dirección del Secretario de votación temprana a donde los residentes de esta Ciudad del Condado de Comal enviarán las solicitudes de votación temprana y los votos por correo de la votación temprana.

B. La dirección de la Oficina de Elecciones del Condado de Guadalupe, 3251 TX-123, Seguin, TX 78155, será la dirección postal del secretario de votación anticipada a la cual se podrán enviar las solicitudes de boletas y las boletas votadas por correo para la Ciudad, por parte de los residentes del Condado de Guadalupe.

# SECCIÓN IV
# LUGARES PARA VOTAR EL DÍA DE LAS ELECCIONES

### Condado de Comal

(Sujeto a Cambio)

Ayuntamiento de New Braunfels, Vestíbulo.....550 Landa, New Braunfels 78130
Biblioteca Pública de Westside .....2932 S IH 35, New Braunfels 78130
Biblioteca de New Braunfels, Sala de Reuniones Grande .....700 E Common, New Braunfels 78130
Oficinas del Condado de Comal,
Church Hill, Sala de Capacitación, Suite 1400 .....1345 Church Hill Dr., New Braunfels 78130
Eden Hill, Ayuntamiento .....631 Lakeview Blvd, New Braunfels 78130

13 de junio – 7 a. m. – 7 p. m.

### Condado de Guadalupe

(Sujeto a Cambio)

Ministerios de Gracia Redentora.....2240 FM 725, New Braunfels, 78130

13 de junio – 7 a. m. – 7 p. m.

## SECCIÓN V

## MÉTODO DE VOTACIÓN

**QUE** Se autoriza el uso de los sistemas Hart Verity Touch, Access Touch y el sistema de votación con controlador —tal como se define dicho término en el Código Electoral de Texas— en relación con las elecciones para los residentes del Condado de Comal. Este sistema se utilizará tanto para la votación anticipada como para la votación por distrito que se lleve a cabo el Día de las Elecciones. Cynthia Jaqua es designada como programadora y se encargará de preparar el programa para el equipo de tabulación automática. Se proporcionará una cantidad suficiente de equipo de votación tanto para la votación anticipada como para los distritos específicos el Día de las Elecciones. Se establece la Oficina de Elecciones del Condado de Comal como la estación central de recuento.

**QUE** el Condado de Guadalupe es propietario de un sistema de votación electrónica —el Sistema de Votación Universal Express Vote— destinado a la votación anticipada, la votación el Día de las Elecciones y la votación anticipada por correo; el cual ha sido debidamente aprobado por el Secretario de Estado de conformidad con el Capítulo 122 del Código Electoral de Texas (en su versión enmendada) y cumple con los requisitos de accesibilidad establecidos en la Sección 61.012 del Código Electoral de Texas. La Subdivisión Política desea utilizar el sistema de votación electrónica del Condado y compensar al Condado por dicho uso.

## SECCIÓN VI

## ASIGNACIÓN DE JUECES PARA PRESIDIR

**QUE** la Oficina de Elecciones del Condado de Comal asigne un Consejo de Votación para la Votación Temprana, un Juez que presida el Consejo de Votación Temprana, y un Juez que presida la Estación de Conteo Central.

**QUE** la Oficina Electoral del Condado de Guadalupe designará a la Junta de Boletas del Voto Anticipado, a un Juez Presidente para la Junta de Boletas del Voto Anticipado y a un Juez Presidente para la Estación Central de Conteo.

## SECCIÓN VII

## LEY GOBERNANTE, PUBLICACIONES Y AVISOS

**QUE** la elección se realice de acuerdo con lo establecido en el Acta Constitutiva de la Ciudad

de New Braunfels y en las leyes del Estado de Texas. La notificación de la elección, incluyendo su traducción al español, se publicará, por lo menos una vez en el periódico local de acuerdo al Código de Elecciones de Texas y se publicará en el tablero de anuncios en el Edificio Municipal en el 550 Landa Street, New Braunfels, Texas.

## SECCIÓN VIII

## PRUEBAS DEL EQUIPO DE TABULACIÓN AUTOMÁTICO

**QUE** se llevarán a cabo pruebas del equipo de tabulación automática y se notificará al respecto de conformidad con el Código Electoral de Texas. El Condado de Comal designarán el equipo de tabulación y el personal requeridos en virtud del Código Electoral.

**QUE** se llevarán a cabo pruebas del equipo de tabulación automática y se notificará al respecto de conformidad con el Código Electoral de Texas. El Condado de Guadalupe designarán el equipo de tabulación y el personal requeridos en virtud del Código Electoral.

## SECCIÓN IX

## COMPENSACIÓN PARA LOS TRABAJADORES DE LA ELECCIÓN

**QUE** la tarifa de compensación para todas las personas que trabajen en los lugares de votación será decidida por la Oficina Electoral del Condado de Comal.

**QUE** la tarifa de compensación para todas las personas que trabajen en los lugares de votación será decidida por la Oficina Electoral del Condado de Guadalupe.

## SECCIÓN X
## CLÁUSULA DE SALVA

**QUE** si alguna parte de este decreto pudiese ser inconstitucional o inválido por alguna razón, tal inconstitucionalidad o invalidez no afectará la constitucionalidad o validez del resto de las partes de esta Ordenanza. A través de la presente, el Ayuntamiento declara que se habría aprobado el resto de las partes de esta ordenanza si hubiese sabido que tal parte o partes ahí descritas hubiesen sido declaradas inconstitucionales o inválidas, y además declara que dichas partes restantes permanecerán en pleno vigor y efecto; y que las disposiciones del mismo son divisibles.

## SECCIÓN XI
## FECHA DE VIGENCIA

**QUE** además, se ordena que esta Ordenanza tendrá vigencia y efecto una vez que se haga una (1) lectura del Ayuntamiento, como lo permite el Acta Constitutiva de la Ciudad, Sección 3.10.

**ACEPTADA, ADOPTADA, Y APROBADA** a los 11 días de mayo, 2026.

AYUNTAMIENTO DE LA CIUDAD DE NEW BRAUNFELS, TEXAS

_____
NEAL LINNARTZ, ALCALDE

CERTIFICA:

_____
GAYLE WILKINSON, SECRETARIA DE LA CIUDAD

APRUEBA SU REDACCIÓN:

_____
VALERIA M. ACEVEDO, ABOGADO DE LA CIUDAD

**PRESENTER:**
Jordan Matney, Deputy City Manager
Applicant: Killen, Griffin & Farrimond, PLLC
**SUBJECT:**
Discuss and consider approval of the second and final reading of an ordinance, requested by Killen, Griffin & Farrimond, PLLC on behalf of Farmers Mutual Fire, Leslie Lammers and Tom Tumlinson, Melvin Nolte, Jr, Chad L. Nolte, Sandra J. Nolte, Comal Properties, LLC, and Qdream, LLC, to rezone approximately 2.112 acres out of City Blocks 2004, 2007, and 2014, from C-2 (General Business District), M-1 (Light Industrial District), and M-1 SUP (Light Industrial District with a Special Use Permit for STR) to MU-B SUP (High Intensity Mixed Use District with a Special Use Permit), currently addressed at 342, 352, & 353 East Bridge Street, 343 & 353 East Mill Street, 218, 232, 266, & 288 North Market Avenue, and 309 & 351 East San Antonio Street.
**DEPARTMENT:** Neighborhood and Community Planning
**COUNCIL DISTRICTS IMPACTED:** 5

**BACKGROUND INFORMATION:**
**Case No**: SUP26-028

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

**Owners:** Farmers Mutual Fire, Leslie Lammers and Tom Tumlinson, Melvin Nolte, Jr, Chad L. Nolte, Sandra J. Nolte, Comal Properties, LLC, and Qdream, LLC
(210) 960-2750 | nuriddin@kgftx.com

**Staff Contact**: Mary Lovell, AICP, CNU-A
(830) 221-4051 | mlovell@newbraunfels.gov

**The City Council held a public hearing on April 27, 2026, and approved the first reading of the applicant's requested rezoning ordinance (5-1-1).**

The applicant is requesting to rezone approximately 2.112 acres comprised of multiple parcels generally located west of East San Antonio Street and in close proximity to the Comal River. The subject properties are situated less than one-quarter mile from Main Plaza, placing them within the walkable Downtown area and its surrounding amenities. Nearby land uses consist of residential, short-term rentals, and various other commercial and office uses.

In December 2024, nearby properties formerly owned by ADM Mill were rezoned to MU-B with a Special Use Permit (SUP) to facilitate the redevelopment of the former industrial site as a mixed-use project. The applicant plans to incorporate the subject properties into their overall redevelopment. Approval of this request would allow these parcels to be integrated into the larger mixed-use project, creating a more cohesive and unified

redevelopment of the area.

**ISSUE:**
The applicant is requesting to rezone the property from C-2 (General Business District), M-1 (Light Industrial District), and M-1SUP (Light Industrial District with a Special Use Overlay to allow Short-Term Rental) to MU -B SUP (High-Intensity Mixed Use District with a Special Use Overlay). The requested rezoning is to allow a walkable mixed-use development to include a hotel, residential, restaurants, retail uses, offices, and a parking garage and/or surface-level parking.

**COMPREHENSIVE PLAN REFERENCE:**
The requested rezoning would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 1.6:** Incentivize infill development and redevelopment to take advantage of existing infrastructure.
- **Action 1.15:** Implement Downtown area improvements planned in the adopted 2010 Downtown Implementation Plan, and further envisioned in the South Castell Avenue Visioning Plan, including but not limited to a downtown hotel, increased downtown residential units, and expansion of the Civic/Convention Center.
- **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 2.10:** Identify and preserve non-protected architectural and cultural resources.
- **Action 2.33:** Encourage vertical growth and development of key areas to take advantage of infrastructure capacity, maintain the core, and to discourage sprawl.
- **Action 3.4:** Revitalize the core of New Braunfels to ensure balanced development.
- **Action 3.21:** Enhance local recreational venues.
- **Action 3.22:** Encourage venues within walking distance of neighborhoods and schools.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.
- **Action 4.26:** Enhance community sense of place by creating spaces and facilities that reflect the community (e.g. arts and culture, community gardens).
- **Action 4.27:** Preserve, expand and improve Comal River and Guadalupe River assets.
- **Action 4.30:** Grow outdoor recreation activities by facilitating water-based (e.g. paddle boarding, canoeing, kayaking) and adventure-based programming.
- **Action 7.27:** Make unifying and transitional connections to and from Downtown through efforts like the South Castell Visioning Plan that encourages thoughtful mixed-use projects that blend in with the character and design of the community
- **Action 7.43:** Consider locating parking on underutilized parcels city-wide and within core attraction corridors through collaboration with private property owners, including but not limited to areas along Mill Street as well as areas behind buildings on Seguin Avenue.
- **Action 7.44:** Consider parking garages in high-demand areas including near Wurstfest, old City Hall Downtown and Schlitterbahn.

**Future Land Use Plan**: The subject property is located within the New Braunfels Subarea within an existing Outdoor Recreation Center and near an existing Tourist Center.

**STRATEGIC PLAN REFERENCE:**
☒Economic Mobility ☒Enhanced Connectivity ☒Community Identity

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

- **Economic Mobility**: Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- **Enhanced Connectivity**: Increase bikeway, trails, and sidewalk miles.
- **Enhanced Connectivity**: Increase walk and bike score.
- **Community Identity**: Allocate resources and recurring funding dedicated to community-wide beautification and streetscape enhancement.
- **Community Identity**: Adopt the 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.
- **Community Well-Being:** Look for opportunities to reconnect the community by mitigating highways, waterways and other transportation facilities that create barriers to community connectivity.

**LAND USE FISCAL ANALYSIS REFERENCE:**

The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Promote revised development standards that allow flexibility for small units on small lots, narrower streets, relaxed height limits, and reduced parking requirements.
- Prioritize infill projects that add people and buildings in areas with existing infrastructure. This will increase tax revenue without significant impacts on services and infrastructure costs and distribute cost burdens across more home/business owners.

**DOWNTOWN IMPLEMENTATION PLAN REFERENCE:**

- Incentivize infill occupancy and infill development with pedestrian-oriented businesses.
- Increase the number of residents in downtown.
- Incentivize infill occupancy for vacant space along San Antonio Street.
- Identifies large industrial lots in downtown as a barrier to revitalization.
- Suggests the city focus on the riverfront and invest public funds in recreational trails along river and to surrounding parks to improve conditions, expand hike/bike system and improve existing conditions.
- Suggests a pedestrian bridge over the Comal River to further enhance the downtown and adjacent park experiences.

**NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION STRATEGIC PRIORITIES:**

- Planning and Infrastructure - Make thoughtful and strategic investments in capital planning processes as well as infrastructure development in areas including transportation, drainage, public spaces, and trails to create an attractive environment for business growth and development and talent acquisition.
- Enhancing Sense of Place - Strengthen quality of place by advancing investments that preserve New Braunfels' character and improve downtown amenities, create unique outdoor spaces, and support catalytic projects for the community.

**FISCAL IMPACT:**
The property is located within the Tax Increment Reinvestment Zone (TIRZ) #3. Redevelopment of the property will result in a portion of additional property tax values generated in the area directed into the TIRZ to be used to improve roadways, sidewalks, and many other improvements that will benefit the surrounding community.

**RECOMMENDATION:**
The MU-B district aligns with the Strategic Plan, Land Use Fiscal Analysis, Envision New Braunfels and other adopted plans by promoting mixed-use development, walkability, and reinvestment in and near downtown. The requested zoning will also remove some high intensity uses from what would normally be allowed in MU-B but that would not be compatible with the surrounding land uses. Staff recommends approval subject to the conditions and allowances outlined below:

1. Uses listed in Exhibit "A" shall not be allowed on the Property.
2. Definition of Permitted Uses: Golf course (miniature) shall include par 3 and putt-putt courses. Tennis courts shall include pickle ball courts.
3. A Parking Demand Study, per Sec. 144-5.1-3 (d), shall be submitted and approved prior to building permit issuance to determine the number of parking spaces required.
4. Parking structures shall include active uses (such as retail, food service, lobbies, civic entries, live/work units, residential entries, café seating, pedestrian furniture, public art), enhanced landscaping, or liner buildings along any frontage facing public streets, pedestrian ways, or civic spaces.
5. Surface Parking Lot(s) landscaping shall provide native shade trees within 50 feet of all parking spaces and shall meet or exceed all parking lot landscape code requirements.
6. Building Setbacks:
    a. Minimum Front, Side, and Rear Building Setback: 0 ft.
    b. Build to Line: The first floor of buildings shall be built to the property line along San Antonio Street and shall include one or more public entrances along San Antonio Street.
    c. Buildings facing all other public rights-of-way must be built to the property line, unless a public space, such as a sidewalk, outdoor seating area, linear park, or other pedestrian-oriented area is located between the right-of-way and building, in which case the building may be set back from the property line to accommodate such use.
7. Compatibility Setbacks - Where the MU-B District abuts a one-, two-, three- or four-family use or zoning district:
    a. Building setbacks - The building setback from the one-, two-, three- or four-family property line shall be at least 20 feet. If the MU-B abuts a one-, two-, three-, or four-family use or zoning district, but there is no dwelling unit within 50 feet of the property line, the building may be setback 10 feet from the property line.
    b. Building Height - To achieve a stairstep approach to reach the maximum building height:
        i. The allowed building height shall be 48 feet for any building or portion of a building within 35 feet from the one-, two-, three-, or four-family property line.
        ii. The allowed building height shall be 85 feet for any building or portion of a building between 35 and 70 feet from the one-, two-, three-, or four-family property line.
        iii. The allowed building height for any building or portion of a building that is greater than 70 feet from the one-, two-, three-, or four-family property line shall be 120 feet.
        iv. Enhanced Landscape Buffer - within the 20-foot setback area, trees shall be planted/preserved in accordance with Section 144-5.3-1(7)(5), provided, however, trees shall be a minimum of 3 inches in diameter at planting. Additionally, four, five-gallon or three-foot tall shrubs shall be planted for every 50 linear feet (or portion thereof).

8. Residential Buffer Wall: The residential buffer wall requirement as described in Section 144-5.3-2 (h) shall not apply.
9. Loading docks, trash receptacles, recycling compactors, mechanical and electrical equipment, and any other equipment that generates odor, smoke, or noise, shall not be constructed or located within 20 feet of any abutting one-, two-, three- or four-family use.
10. Residential Screening:
    Landscaping or fencing shall screen loading docks, trash receptacles, recycling compactors, and mechanical and electrical equipment to limit or prevent their visibility from any one-, two-, three- or four-family use.
11. Multi-Family Lot Coverage: The multi-family lot coverage standard per Section 144-3.4-11 (b)(2)(x) shall not apply.
12. Development of the site shall be in compliance with the above-listed development standards. Any significant alterations to the approved development standards will require an amendment to the SUP with a recommendation from the Planning Commission and consideration by the City Council.

**The Planning Commission held a public hearing on March 3, 2026 and recommended approval of the applicant's request (6-2-1).**

*Mailed notification as required by state statute:*
Public hearing notices were sent to owners of 27 properties within 200 feet of the request. Seven responses have been received in favor and one response in opposition. Pursuant to state statute, a simple majority vote of City Council will be required to approve the applicant's request.

Resource Links:

- Chapter 144, Sec. 3.3-8 (C-2) of the City's Code of Ordinances:
  <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.3-11 (M-1) of the City's Code of Ordinances:
  <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-11 (MU-B) of the City's Code of Ordinances:
  <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
  <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?




City of New Braunfels

**SUP26-028**

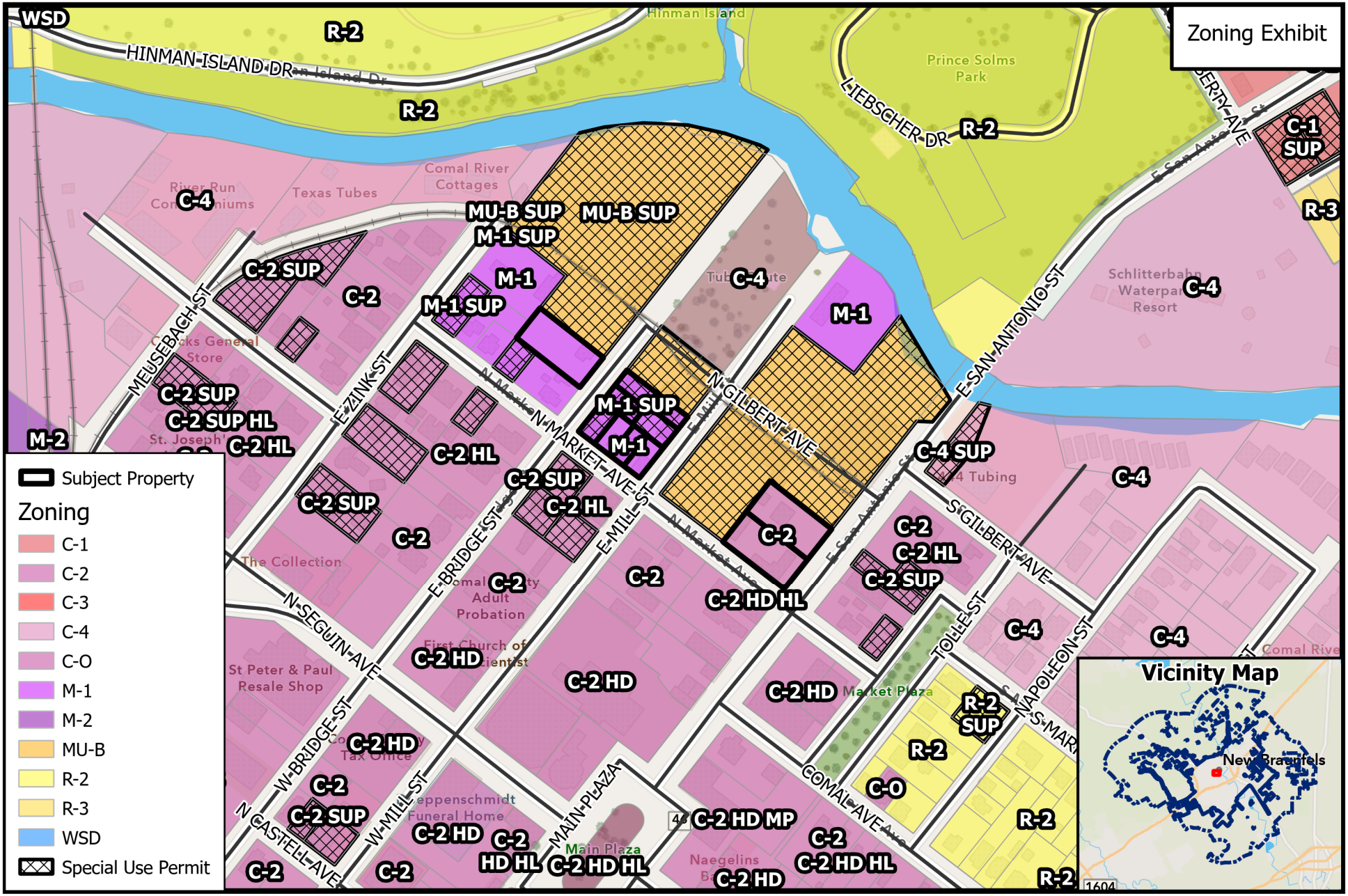
**C-2, M-1, M-1 SUP to MU-B SUP**

0 180 360 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-028 - ADM Mill

Source: City of New Braunfels Planning
Date: 2/11/2026

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City of New Braunfels

**SUP26-028**

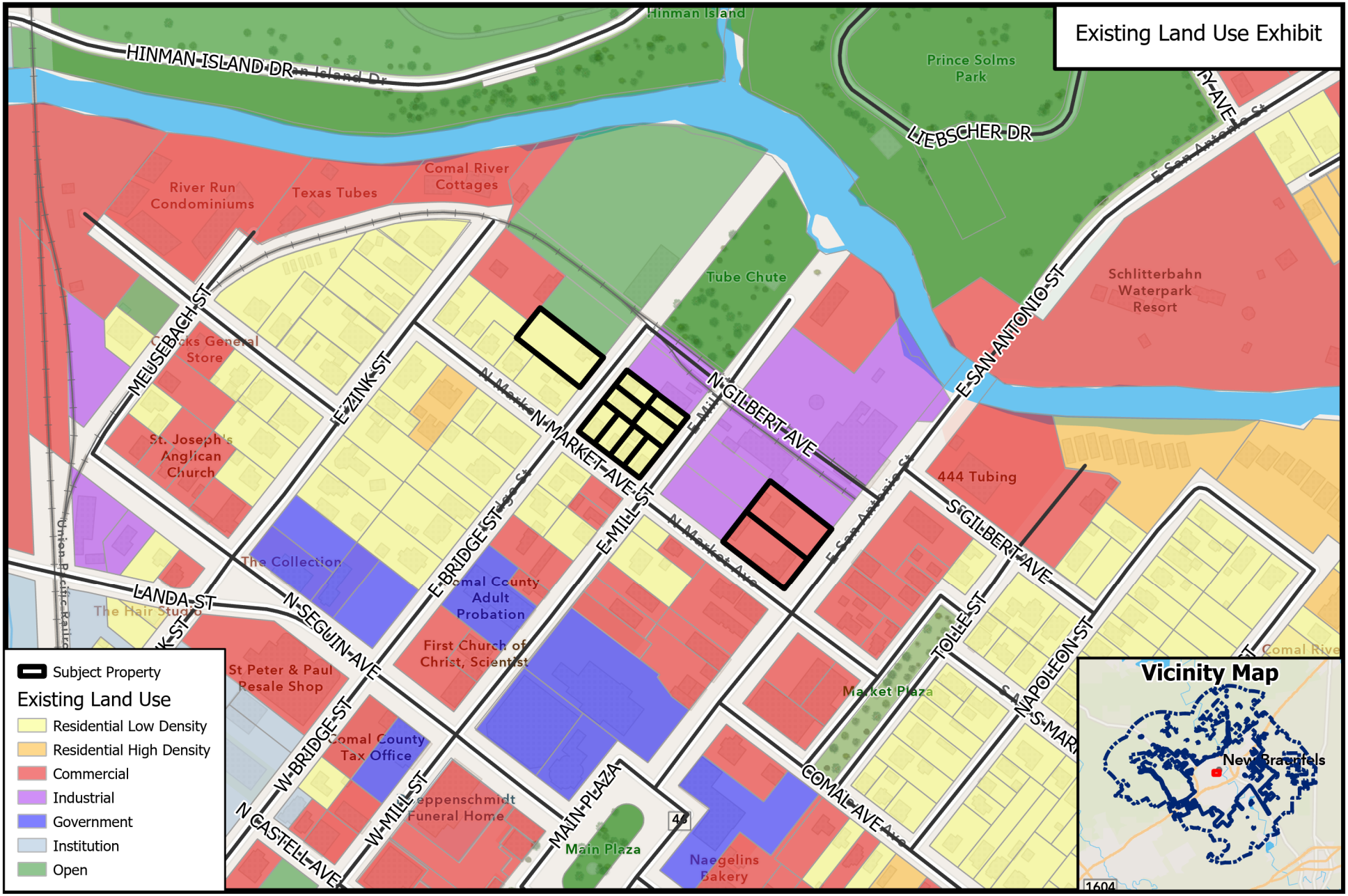
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**C-2, M-1, M-1 SUP to MU-B SUP**

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| Land Use | Exisitng | Existing | Exisiting | Proposed |
|---|---|---|---|---|
| | **C-2** | **M-1** | **M-1 SUP** | **MU-B SUP** |
| Accessory building/structure (see section 144-5.4) | P | | | P |
| Accessory dwelling (one accessory dwelling per lot) | P | | | P |
| Accounting, auditing, bookkeeping, and tax preparations | P | P | 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 | P | |
| Airport | | P | P | |
| All-terrain vehicle (ATV) dealer/sales | P | P | P | |
| Ambulance service (private) | P | P | P | |
| Amphitheaters (outdoor live performances) | P | P | P | |
| Amusement devices/arcade (four or more devices) | P | P | P | P |
| Amusement services or venues (indoors) (see section 144-5.13) | P | P | P | |
| Amusement services or venues (outdoors) | | P | P | |
| Animal grooming shop | P | P | P | P |
| Answering and message services | P | P | P | P |
| Antique shop | P | P | P | P |
| Appliance repair | P | P | P | P |
| Archery range | | P | P | |
| Armed services recruiting center | P | P | P | P |
| Art dealer/gallery | P | P | P | P |
| Artist or artisans studio | P | P | P | P |
| Assembly/exhibition hall or areas | P | P | P | |
| Assisted living facility/retirement home | P | | | P |
| Athletic fields | P | P | P | |
| Auction sales (non-vehicle) | P | P | P | |
| Auto body repair, garages (see section 144-5.11) | P | P | P | |
| Auto glass repair/tinting (see section 144-5.11) | P | P | P | |
| Auto interior shop/upholstery (see section 144-5.11) | P | P | P | |
| Auto leasing | P | P | P | P |
| Auto muffler shop (see section 144-5.11) | P | P | P | |
| Auto or trailer sales rooms or yards (see section 144-5.12) | P | P | P | |
| Auto or truck sales rooms or yards—Primarily new (see section 144-5.12) | P | P | P | |
| Auto paint shop | P | P | P | |
| Auto repair as an accessory use to retail sales | P | P | P | |
| Auto repair garage (general) (see section 144-5.11) | P | P | P | |
| Auto supply store for new and factory rebuilt parts | P | P | P | P |
| Auto tire repair/sales (indoor) | P | P | P | P |
| Auto wrecking yards | | | | |
| Automobile driving school (including defensive driving) | P | P | P | |
| Bakery (retail) | P | P | P | P |
| Bank, savings and loan, or credit union | P | P | P | P |
| Bar/tavern (no outdoor music) | P | P | P | P |
| Bar/tavern | P | P | P | P |
| Barber/beauty college (barber or cosmetology school or college) | P | P | P | |
| Barns and farm equipment storage (related to agricultural uses) | P | P | P | P |
| Battery charging station | P | P | P | P |
| Bed and breakfast inn (see section 144-5.6) | P | | | P |

| Land Use | Existing | Existing | Existing | Proposed |
|---|---|---|---|---|
| | C-2 | C-4 | M-1 | MU-B SUP |
| Bicycle sales and/or repair | P | P | P | P |
| Billiard/pool facility | P | P | P | P |
| Bingo facility | P | P | P | P |
| Bio-medical facilities | P | | P | P |
| Blacksmith or wagon shops | | | P | ~~P~~ |
| Blooming or rolling mills | | | | |
| Boarding house/lodging house | P | P | | P |
| Book binding | P | | P | ~~P~~ |
| Book store | P | P | P | P |
| Bottling or distribution plants (milk) | | | P | ~~P~~ |
| Bottling works | | | P | ~~P~~ |
| Bowling alley/center (see section 144-5.13) | P | P | P | ~~P~~ |
| Breweries/distilleries and manufacture of alcohol and alcoholic beverages | | | | |
| Broadcast station (with tower) (see section 144-5.7) | P | | 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 | P |
| Cabin or cottage (rental) | | P | | |
| Cabin or cottage (rental for more than 30 days) | | P | | |
| Cafeteria/cafe/delicatessen | P | P | P | P |
| Campers' supplies | P | P | P | P |
| Campgrounds | | P | | |
| Canning/preserving factories | | | | |
| Car wash (self-service; automated) | P | P | P | P |
| Car wash, full service (detail shop) | P | P | P | P |
| Carpenter, cabinet, or pattern shops | | | P | P |
| Carpet cleaning establishments | | | P | P |
| Caterer | P | P | P | P |
| Cement, lime, gypsum or plaster of Paris manufacture | | | | |
| Cemetery and/or mausoleum | P | | P | ~~P~~ |
| Check cashing service | P | P | P | ~~P~~ |
| Chemical laboratories (e.g., ammonia, bleaching powder) | | | | |
| Chemical laboratories (not producing noxious fumes or odors) | | | P | P |
| Child day care/children's nursery (business) | P | P | | P |
| Church/place of religious assembly | P | P | P | P |
| Cider mills | | | | |
| Civic/conference center and facilities | P | P | P | P |
| Cleaning, pressing and dyeing (non-explosive fluids used) | P | | P | ~~P~~ |
| Clinic (dental) | P | | P | P |
| Clinic (emergency care) | P | | P | P |
| Clinic (medical) | P | | P | P |
| Club (private) | P | P | P | P |
| Coffee shop | P | P | P | P |
| Cold storage plant | | | P | ~~P~~ |
| Commercial amusement concessions and facilities | P | P | P | P |
| Communication equipment—Installation and/or repair | P | | P | ~~P~~ |
| Community building (associated with residential uses) | P | P | P | |

| Land Use | Existing | Existing | Existing | Proposed |
|---|---|---|---|---|
| | C-2 | C-4 | M-1 | MU-B SUP |
| Community home (see definition) | P | P | | ~~P~~ |
| Computer and electronic sales | P | | P | P |
| Computer repair | P | | P | P |
| Concrete or asphalt mixing plants—Permanent | | | | |
| Concrete or asphalt mixing plants—Temporary | | | | |
| Confectionery store (retail) | P | P | P | P |
| Consignment shop | P | | P | P |
| Contractor's office/sales, with outside storage including vehicles | | | P | ~~P~~ |
| Contractor's temporary on-site construction office | P | P | P | P |
| Convenience store with gas sales | P | P | P | P |
| Convenience store without gas sales | P | P | P | ~~P~~ |
| Cotton ginning or baling works | | | | |
| Country club (private) | P | P | P | P |
| Credit agency | P | P | P | ~~P~~ |
| Crematorium | | | P | |
| Curio shops | P | P | P | ~~P~~ |
| Custom work shops | P | | P | P |
| Dance hall/dancing facility (see section 144-5.13) | P | | P | ~~P~~ |
| Day camp | P | P | P | ~~P~~ |
| Department store | P | | P | P |
| Distillation of bones | | | | |
| Dormitory (in which individual rooms are for rental) | | P | | ~~P~~ |
| Drapery shop/blind shop | P | | P | P |
| Driving range | | P | P | P |
| Drug store/pharmacy | P | P | P | P |
| Duplex/two-family/duplex condominiums | P | P | | |
| Electrical generating plant | | | | |
| Electrical repair shop | P | | P | P |
| Electrical substation | P | P | P | P |
| Electronic assembly/high tech manufacturing | | | P | P |
| Electroplating works | | | P | P |
| Enameling works | | | | |
| Engine repair/motor manufacturing re-manufacturing and/or repair | | | P | P |
| Explosives manufacture or storage | | | | |
| Exterminator service | P | | P | ~~P~~ |
| Fairground | | | P | ~~P~~ |
| Family home adult care | P | P | | |
| Family home child care | P | P | | |
| Farmers market (produce market—wholesale) | P | P | P | P |
| Farms, general (crops) (see chapter 6 and section 144-5.9) | P | P | P | ~~P~~ |
| Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9) | P | P | P | ~~P~~ |
| Feed and grain store | P | P | P | P |
| Fertilizer manufacture and storage | | | | |
| Filling station (gasoline tanks must be below the ground) | P | P | P | ~~P~~ |
| Florist | P | P | P | P |
| Flour mills, feed mills, and grain processing | | | P | |
| Food or grocery store with gasoline sales | P | P | P | P |
| Food or grocery store without gasoline sales | P | P | P | P |

| Land Use | Existing | Existing | Existing | Proposed |
|---|---|---|---|---|
| | C-2 | C-4 | M-1 | MU-B SUP |
| Food processing (no outside public consumption) | | | P | ~~P~~ |
| Forge (hand) | | | P | ~~P~~ |
| Forge (power) | | | P | ~~P~~ |
| Fraternal organization/civic club (private club) | P | P | P | P |
| Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building) | | | P | ~~P~~ |
| Freight terminal, truck (all storage of freight in an enclosed building) | | | P | ~~P~~ |
| Frozen food storage for individual or family use | P | | P | ~~P~~ |
| Funeral home/mortuary | P | | P | ~~P~~ |
| Furniture manufacture | | | P | ~~P~~ |
| Furniture sales (indoor) | P | | P | P |
| Galvanizing works | | | P | ~~P~~ |
| Garbage, offal or dead animal reduction or dumping | | | | |
| Garden shops and greenhouses | P | | P | P |
| Gas manufacture | | | | |
| Gas or oil wells | | | | |
| Golf course (public or private) | P | P | P | ~~P~~ |
| Golf course (miniature) | P | P | P | P |
| Government building or use with no outside storage (outside storage allowed in M-2 and M-2A) | P | P | P | P |
| Grain elevator | | | P | |
| Greenhouse (commercial) | P | | P | P |
| Handicraft shop | P | P | P | P |
| Hardware store | P | | P | P |
| Hay, grain, and/or feed sales (wholesale) | | | | |
| Health club (physical fitness; indoors only) | P | P | P | P |
| Heating and air-conditioning sales/services | P | | P | P |
| Heavy load (farm) vehicle sales/repair (see section 144-5.14) | | | P | ~~P~~ |
| Heavy manufacturing | | | | |
| Heliport | | | P | P |
| Hides/skins (tanning) | | | | |
| Home occupation (see section 144-5.5) | P | P | | P |
| Home repair and yard equipment retail and rental outlets | | | P | P |
| Hospice | P | | | ~~P~~ |
| Hospital, general (acute care/chronic care) | P | P | P | P |
| Hospital, rehabilitation | P | P | P | P |
| Hotel/motel | P | P | P | P |
| Hotels/motels—Extended stay (residence hotels) | P | P | | P |
| Ice delivery stations (for storage and sale of ice at retail only) | P | | P | P |
| Ice plants | | | P | ~~P~~ |
| Indoor or covered sports facility | | | | |
| Industrial laundries | | | P | ~~P~~ |
| Iron and steel manufacture | | | | |
| Junkyards, including storage, sorting, baling or processing of rags | | | | |
| Kiosk (providing a retail service) | P | P | P | P |
| Laboratory equipment manufacturing | | | P | ~~P~~ |
| Laundromat and laundry pickup stations | P | P | P | P |
| Laundry, commercial (without self-serve) | P | | P | ~~P~~ |
| Laundry/dry cleaning (drop off/pick up) | P | | P | P |

| Land Use | Existing | Existing | Existing | Proposed |
|---|---|---|---|---|
| | C-2 | C-4 | M-1 | MU-B SUP |
| Laundry/washateria (self-serve) | P | | P | P |
| Lawnmower sales and/or repair | P | | P | P |
| Leather products manufacturing | | | P | ~~P~~ |
| Light manufacturing | | | P | ~~P~~ |
| Limousine/taxi service | P | P | P | ~~P~~ |
| Livestock sales/auction | | | | |
| Locksmith | P | | P | P |
| Lumber mill | | | | |
| Lumberyard (see section 144-5.15) | | | P | ~~P~~ |
| Lumberyard or building material sales (see section 144-5.15) | | | P | ~~P~~ |
| Machine shop | | | P | ~~P~~ |
| 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 | | | P | ~~P~~ |
| Manufacturing and processes | | | P | ~~P~~ |
| Manufacturing processes not listed | | | | |
| Market (public, flea) | | | P | P |
| Martial arts school | P | | P | P |
| Meat or fish packing/storage plants | | | | |
| Medical supplies and equipment | P | | P | P |
| Metal fabrication shop | | | P | ~~P~~ |
| Micro brewery (onsite mfg. and/or sales) | P | P | P | P |
| Micro distillery (onsite mfg. and/or sales) | P | P | P | P |
| Mini-warehouse/self-storage units (no boat and RV storage permitted) | P | | 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 | P | P |
| Motion picture theater (indoors) | P | P | P | P |
| Motion picture theater (outdoors, drive-in) | | P | P | P |
| Motorcycle dealer (primarily new/repair) | P | | P | P |
| Moving storage company | | | P | P |
| Moving, transfer, or storage plant | | | P | ~~P~~ |
| Multifamily (apartments/condominiums) | P | P | | P |
| Museum | P | P | P | P |
| Natural resource extraction and mining | | | | |
| Needlework shop | P | | P | P |
| Nonbulk storage of gasoline, petroleum products and liquefied petroleum | | | P | ~~P~~ |
| Nursing/convalescent home/sanitarium | P | P | | ~~P~~ |
| Offices, brokerage services | P | P | P | P |
| Offices, business or professional | P | P | P | P |
| Offices, computer programming and data processing | P | P | P | P |

| Land Use | Existing | Existing | Existing | Proposed |
|---|---|---|---|---|
| | C-2 | C-4 | M-1 | MU-B SUP |
| Offices, consulting | P | P | P | P |
| Offices, engineering, architecture, surveying or similar | P | P | P | P |
| Offices, health services | P | P | P | P |
| Offices, insurance agency | P | P | P | P |
| Offices, legal services, including court reporting | P | P | P | P |
| Offices, medical offices | P | P | P | P |
| Offices, real estate | P | P | P | P |
| Offices, security/commodity brokers, dealers, exchanges and financial services | P | P | P | P |
| Oil compounding and barreling plants | | | | |
| One-family dwelling, detached | P | P | | |
| Outside storage (as primary use) | | | P | ~~P~~ |
| Paint manufacturing | | | | |
| Paper or pulp manufacture | | | | |
| Park and/or playground (private and public) | P | P | P | P |
| Parking lots (for passenger car only) (not as incidental to the main use) | P | P | P | P |
| Parking structure/public garage | P | P | P | P |
| Pawn shop | P | | P | P |
| Personal services | P | | P | P |
| Personal watercraft sales (primarily new/repair) | P | | P | P |
| Pet shop/supplies (less than 10,000 sq. ft.) | P | | P | P |
| Pet store (over 10,000 sq. ft.) | | | P | P |
| Petroleum or its products (refining of) | | | | |
| Photo engraving plant | | | P | P |
| Photographic printing/duplicating/copy shop or printing shop | P | | P | P |
| Photographic studio (no sale of cameras or supplies) | P | P | P | P |
| Photographic supply | P | | P | P |
| Plant nursery (no retail sales on site) | P | P | P | P |
| Plant nursery (retail sales/outdoor storage) | P | | P | P |
| Plastic products molding/reshaping | | | P | ~~P~~ |
| Plumbing shop | P | | P | ~~P~~ |
| Portable building sales | | | P | ~~P~~ |
| Poultry killing or dressing for commercial purposes | | | P | |
| Propane sales (retail) | | | P | ~~P~~ |
| Public recreation/services building for public park/playground areas | P | P | P | P |
| Publishing/printing company (e.g., newspaper) | P | | P | P |
| Quick lube/oil change/minor inspection | P | P | P | ~~P~~ |
| Radio/television shop, electronics, computer repair | P | | P | P |
| Railroad roundhouses or shops | | | | |
| Rappelling facilities | | P | P | P |
| Recreation buildings (private) | P | P | P | P |
| Recreation buildings (public) | P | P | P | P |
| Recycling kiosk | P | | P | P |
| Refreshment/beverage stand | P | P | P | P |
| Rental or occupancy for less than one month (see section 144-5.17) | P | P | | P |
| Research lab (non-hazardous) | | | P | P |
| Residential use in buildings with non-residential uses permitted in the district | P | P | | P |
| Restaurant/prepared food sales | P | P | P | P |
| Restaurant with drive-through service | P | P | P | P |

| Land Use | Existing | Existing | Existing | Proposed |
|---|---|---|---|---|
| | C-2 | C-4 | M-1 | MU-B SUP |
| Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less) | P | | P | P |
| Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less) | P | | P | P |
| Retail store and shopping center (more than 50,000 sq. ft. bldg.) | P | | P | P |
| Retirement home/home for the aged | P | P | | ~~P~~ |
| Rock crushers and rock quarries | | | | |
| Rodeo grounds | | P | P | ~~P~~ |
| RV park | | P | | ~~P~~ |
| RV/travel trailer sales | P | P | P | ~~P~~ |
| Sand/gravel sales (storage or sales) | | | | |
| School, K-12 public or private | P | P | P | P |
| School, vocational (business/commercial trade) | P | | P | P |
| Security monitoring company (no outside storage or installation) | P | P | P | P |
| Security systems installation company | P | | P | P |
| Sexually oriented business (see chapter 18) | | | | |
| Sheet metal shop | | | P | ~~P~~ |
| Shoe repair shops | P | | P | P |
| Shooting gallery—Indoor (see section 144-5.13) | | | P | ~~P~~ |
| Shooting range—Outdoor (see section 144-5.13) | | | | |
| Shopping center | | | P | 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 | P | P |
| Stables (as a business) (see chapter 6) | | | | |
| Stables (private, accessory use) (see chapter 6) | | | | |
| Steel furnaces | | | | |
| Stockyards or slaughtering | | | | |
| Stone/clay/glass manufacturing | | | P | |
| Storage—Exterior storage for boats and recreational vehicles | | P | P | ~~P~~ |
| Storage in bulk | P | | P | ~~P~~ |
| Structural iron or pipe works | | | | |
| Studio for radio or television, without tower (see zoning district for tower authorization) | P | | P | P |
| Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.) | P | | P | P |
| Sugar refineries | | | | |
| Tailor shop (see home occupation) | P | | P | P |
| Tar distillation or manufacture | | | | |
| Tattoo or body piercing studio | | P | P | P |
| Taxidermist | | | P | ~~P~~ |
| Telecommunications towers/antennas (see section 144-5.7) | | | | |
| Telemarketing agency | P | P | P | ~~P~~ |
| Telephone exchange buildings (office only) | P | P | P | ~~P~~ |
| Tennis court (commercial) | P | P | P | P |
| Theater (non-motion picture; live drama) | P | P | P | P |
| Tire sales (outdoors) | P | | P | ~~P~~ |
| Tool rental | P | | P | ~~P~~ |
| Townhouse (attached) | | | | P |
| Transfer station (refuse/pick-up) | | | P | ~~P~~ |
| Travel agency | P | P | P | P |

| Land Use | Existing | Existing | Existing | Proposed |
|---|---|---|---|---|
| | C-2 | C-4 | M-1 | MU-B SUP |
| Truck or transit terminal | | | P | P |
| Truck stop | | | | |
| Tuber entrance and takeout facilities (see section 144-5.13) | | | | |
| University or college (public or private) | P | P | P | P |
| Upholstery shop (non-auto) | P | | P | P |
| Used or second hand merchandise/furniture store | P | | P | P |
| Vacuum cleaner sales and repair | P | | P | P |
| Vehicle storage facility | | | | |
| 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 | P |
| Video rental/sales | P | P | P | P |
| Warehouse/office and storage/distribution center | P | | P | P |
| Waterfront amusement facilities—Berthing facilities sales and rentals | P | P | P | P |
| Waterfront amusement facilities—Boat fuel storage/dispensing facilities | P | P | P | P |
| Waterfront amusement facilities—Boat landing piers/launching ramps | P | P | P | P |
| Waterfront amusement facilities—Swimming/wading pools/bathhouses | P | P | 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 | P |
| Welding shop | | | P | ~~P~~ |
| Wholesale sales offices and sample rooms | P | | P | P |
| Wire or rod mills | | | | |
| Wood distillation plants (charcoal, tar, turpentine, etc.) | | | | |
| Woodworking shop (ornamental) | P | P | P | P |
| Wool scouring | | | | |
| Zero lot line/patio homes | | | | |

**SUP Standards (Proposed by Applicant)**

1. Uses listed in Exhibit "A" shall not be allowed on the Property.

2. Definition of Permitted Uses: Golf course (miniature) shall include par 3 and putt-putt course. Tennis courts shall also include pickle ball courts.

3. A Parking Demand Study, per Sec. 144-5.1-3 (d), shall be submitted and approved prior to building permit issuance to determine the number of required parking spaces.

4. Parking garage(s) shall maintain pedestrian-friendly and active habitable frontages on the first floor level that blend with the existing block face, if feasible and coordinated with service and loading facilities and access drives.

5. Surface Parking Lot(s) landscaping shall provide native shade trees within 50 feet of all parking spaces and shall meet or exceed all parking lot landscape code requirements.

6. Building Setbacks:
    a. Minimum Front, Side, and Rear Building Setback: 0 ft.
    b. Build to Line: The first floor of buildings shall be built to the property line along San Antonio Street and shall include one or more public entrances along San Antonio Street.
    c. Buildings facing all other public rights-of-way must be built to the property line, unless a public space, such as a sidewalk, outdoor seating area, linear park, or other pedestrian-oriented area is located between the right-of-way and building, in which case the building may be set back from the property line to accommodate such use.

7. Compatibility Setbacks:
    a. Where the MU-B District abuts a one-, two-, three- or four-family zoning district, the building setback from the one-, two-, three- or four-family property line shall be at least 20 feet.
    b. To achieve a stairstep approach to reach the maximum building height:
        i. The allowed building height shall be 36 feet for any building or portion building between 20 and 35 feet from the one-, two-, three-, or four-family property line.
        ii. The allowed building height shall be 72 feet for any building or portion of a building between 35 and 50 feet from the one-, two-, three-, or four-family property line.

iii. The allowed building height for any building or portion of a building that is greater than 50 feet from the one-, two-, three-, or four-family property line shall be 120 feet.

8. Residential Buffer Wall: The residential buffer wall requirement as described in Section 144-5.3-2 (h) shall not apply.

9. Loading docks, trash receptacles, recycling compactors, mechanical and electrical equipment, and any other equipment that generates odor, smoke, or noise, shall not be constructed or located within 20 feet of any abutting one-, two-, three- or four-family use or zoning district.

10. Residential Screening: Landscaping or fencing shall screen loading docks, trash receptacles, recycling compactors, and mechanical and electrical equipment to limit or prevent their visibility from any one-, two-, three- or four-family zoning district.

11. Multi-Family Lot Coverage: The multi-family lot coverage standard per Section 144-3.4-11 (b)(2)(x) shall not apply.

12. Development of the site shall be in compliance with the above-listed development standards. Any significant alterations to the approved development standards will require an amendment to the SUP with a recommendation from the Planning Commission and consideration by the City Council.

## Exhibit

## The following uses are <u>not allowed</u>:

<u>Residential uses</u>:

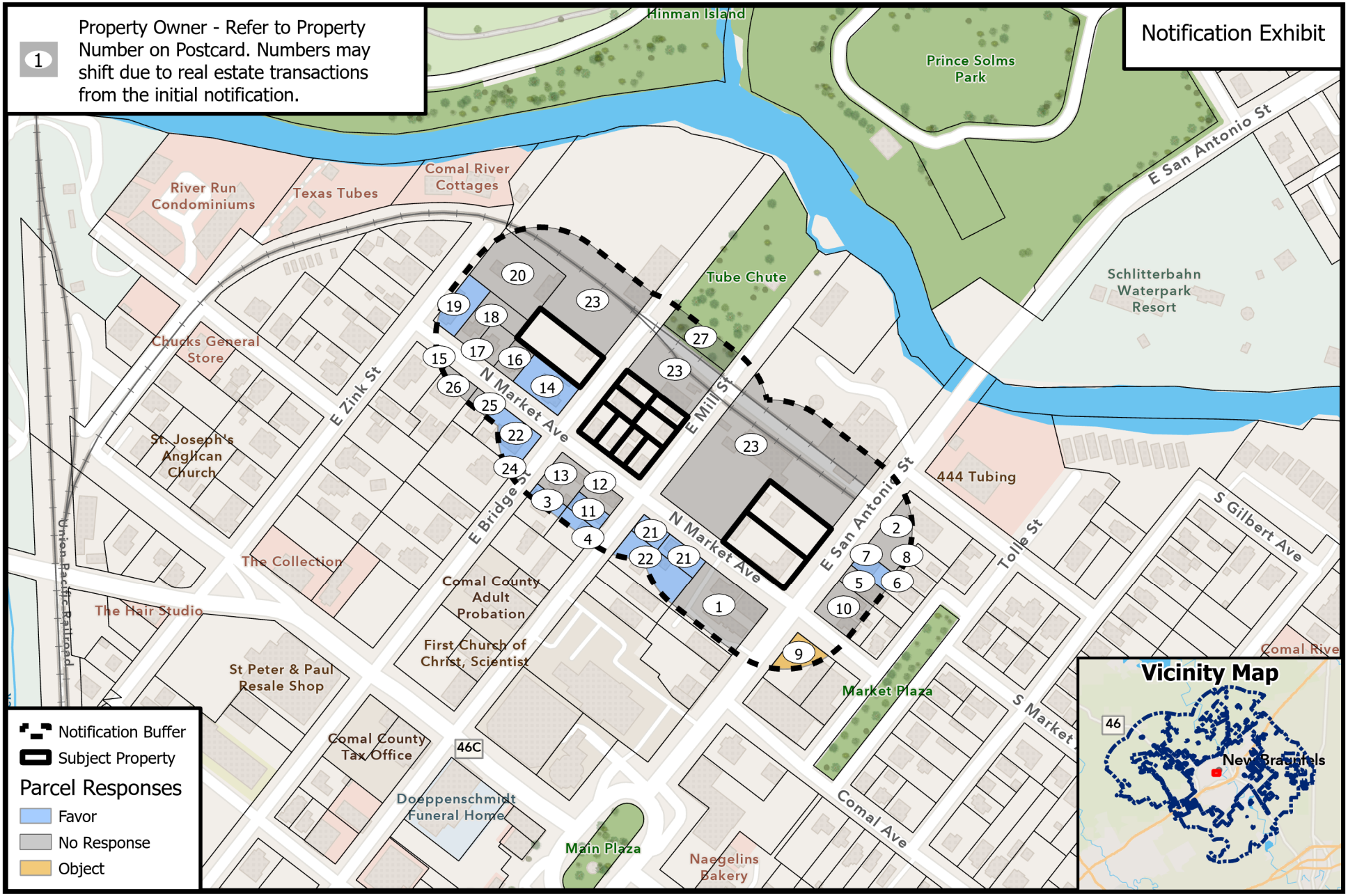
- Community home (see definition).
- Dormitory (in which individual rooms are for rental).
- Hospice.

<u>Non-residential uses</u>*:*

- Adult day care (no overnight stay).
- Adult day care (with overnight stay).
- Aircraft support and related services.
- Airport.
- Ambulance service (private).
- Archery range.
- Athletic fields.
- Auto body repair, garages (see section 144-5.11).
- Auto glass repair/tinting (see section 144-5.11).
- Auto interior shop/upholstery (see section 144-5.11).
- Auto leasing.
- Auto muffler shop (see section 144-5.11).
- Auto paint shop.
- Auto repair garage (general) (see section 144-5.11).
- Automobile driving school (including defensive driving).
- Barns and farm equipment storage (related to agricultural uses).
- Blacksmith or wagon shops.
- Book binding.
- Bottling or distribution plants (milk).
- Bottling works.
- Bowling alley/center (see section 144-5.13).
- Bus barns or lots.
- Cemetery and/or mausoleum.
- Check cashing service.
- Cleaning, pressing and dyeing (non-explosive fluids used).
- Cold storage plant.
- Communication equipment—Installation and/or repair.
- Contractor's office/sales, with outside storage including vehicles.

- Convenience store with or without fuel sales.
- Credit agency.
- Curio shops.
- Dance hall/dancing facility (see section 144-5.13).
- Day camp.
- Exterminator service.
- Fair ground.
- Farms, general (crops) (see chapter 6 and section 144-5.9).
- Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9).
- Filling station (fuel tanks must be below the ground).
- Food processing (no outside public consumption).
- Forge (hand).
- Forge (power).
- Freight terminal, rail/truck (when any storage of freight is outside an enclosed building).
- Freight terminal, truck (all storage of freight in an enclosed building).
- Frozen food storage for individual or family use.
- Funeral home/mortuary.
- Furniture manufacture.
- Galvanizing works.
- Golf course (public or private).
- Heavy load (farm) vehicle sales/repair (see section 144-5.14).
- Ice plants.
- Industrial laundries.
- Laboratory equipment manufacturing.
- Laundry, commercial (without self serve).
- Leather products manufacturing.
- Light manufacturing.
- Limousine/taxi service.
- Lumberyard (see section 144-5.15).
- Lumberyard or building material sales (see section 144-5.15).
- Machine shop.
- Manufactured home sales.
- Manufacturing and processes.
- Metal fabrication shop.
- Moving, transfer, or storage plant.
- Non-bulk storage of fuel, petroleum products and liquefied petroleum.
- Nursing/convalescent home/sanitarium.

- Outside storage (as primary use).
- Plastic products molding/reshaping.
- Plumbing shop.
- Portable building sales.
- Propane sales (retail).
- Quick lube/oil change/minor inspection.
- Retirement home/home for the aged.
- Rodeo grounds.
- RV park.
- RV/travel trailer sales.
- Sheet metal shop.
- Shooting gallery—Indoor (see section 144-5.13).
- Sign manufacturing/painting plant.
- Storage—Exterior storage for boats and recreational vehicles.
- Storage in bulk.
- Taxidermist.
- Telemarketing agency.
- Telephone exchange (office and other structures).
- Tire sales (outdoors).
- Tool rental.
- Transfer station (refuse/pick-up).
- Welding shop.




**SUP26-028**

**C-2, M-1, M-1 SUP to MU-B SUP**

0 180 360 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-028 - ADM Mill

Source: City of New Braunfels Planning
Date: 3/19/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braur officials or employees for any discrepancies, errors, or variances which ma

## PLANNING COMMISSION – MARCH 3, 2026 – 6:00PM

City Hall Council Chambers

**Applicant:** Killen, Griffin, & Farrimond, PLLC

**Address/Location:** 342, 352, & 353 E. Bridge St., 343 & 353 E. Mill St., 218, 232, 266, & 288 N. Market Ave., and 309 & 351 E. San Antonio St

**Case # SUP26-028**

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. MUCKENFUSS PROPERTIES LLC
2. ESA PARTNERS LLC
3. TAMEZ INVESTMENTS LLC - SERIES B
4. TAMEZ INVESTMENTS LLC - SERIES A
5. KIESLING BOB R & BETTY A
6. CASA RIO LLC
7. CABANA SOCIAL CLUB LLC
8. KORMAN GREG
9. LEISSNER LAYTON L
10. KL COLLECTION LLC
11. CASTEEL PARTNERS LP
12. MOZELEY-JACQUES RENTALS LLC
13. BEHRENS JAY & MORGAN
14. LEATHERWOOD PAUL W
15. BUNNY & EDS ZINK HAUS LLC
16. RIZZAHAUS LLC
17. MORALES MARK A
18. CAMPOS ATANACIO
19. KOBESKI LEONARD J JR & FRANCES K
20. HERBELIN CARL B
21. NOLTE MELVIN JR
22. CASTEEL PARTNERS LTD
23. DITTLINGER MILL LLC
24. SAEGERT JOEL & MERRY
25. ORR JUNE H
26. N/A 1
27. NEW BRAUNFELS CITY OF

**SEE MAP**

KOBESKI LEONARD J JR & FRANCES K
394 N MARKET
NEW BRAUNFELS TX 78130
Property #: 19
SUP26-028
Case Manager: ML

FAVOR ☑ (OK)
OPPOSE ☐

COMMENTS

Having owned 394 since 2014, and just adding an addition + garage I (we) are hoping any development down N. Market will not congest but only enhance our home.

NOLTE MELVIN JR
1015 N HOUSTON AVE
NEW BRAUNFELS TX 78130
Property #: 21
SUP26-028
Case Manager: ML

FAVOR ☑
OPPOSE ☐

COMMENTS

THE NEW ZONING WILL BE MUCH BETTER THAN THE INDUSTRIAL ZONE.

CABANA SOCIAL CLUB LLC
440 TOWNE PARK TRAIL
AUSTIN TX 78751
Property #: 7
SUP26-028
Case Manager: ML

COMMENTS

FAVOR ☑
OPPOSE ☐

TAMEZ INVESTMENTS LLC - SERIES A
532 ROCK ST
NEW BRAUNFELS TX 78130
Property #: 4
SUP26-028
Case Manager: ML

FAVOR ☒
OPPOSE ☐

COMMENTS

TAMEZ INVESTMENTS LLC - SERIES B
532 ROCK ST
NEW BRAUNFELS TX 78130
Property #: 3
SUP26-028
Case Manager: ML

FAVOR ☒
OPPOSE ☐

COMMENTS

CASTEEL PARTNERS LP
226 W MILL ST
NEW BRAUNFELS TX 78130
Property #: 11
SUP26-028
Case Manager: ML

FAVOR ☒
OPPOSE ☐

COMMENTS

CASTEEL PARTNERS LTD
254 E MILL ST
NEW BRAUNFELS TX 78130
Property #: 22
SUP26-028
Case Manager: ML

FAVOR ☑
OPPOSE ☐

COMMENTS

LEATHERWOOD PAUL W
307 E BRIDGE ST
NEW BRAUNFELS TX 78130
Property #: 14
SUP26-028
Case Manager: ML

FAVOR ☑
OPPOSE ☐

COMMENTS

LEISSNER LAYTON L

270 E SAN ANTONIO ST

NEW BRAUNFELS TX 78130

Property #: 9

SUP26-028

Case Manager: ML

FAVOR ☐

OPPOSE ☒

COMMENTS

**B) SUP26-028 Public hearing and recommendation to City Council, requested by Killen, Griffin & Farrimond, PLLC on behalf of Farmers Mutual Fire, Leslie Lammers and Tom Tumlinson, Melvin Nolte, Jr, Chad L. Nolte, Sandra J. Nolte, Comal Properties, LLC, and Qdream, LLC, of approximately 2.112 acres out of City Blocks 2004, 2007, and 2014, from C-2 (General Business District), M-1 (Light Industrial District), and M-1 SUP (Light Industrial District with a Special Use Permit for STR) to MU-B SUP (High Intensity Mixed Use District with a Special Use Permit), currently addressed at 342, 352, & 353 East Bridge Street, 343 & 353 East Mill Street, 218, 232, 266, & 288 North Market Avenue, and 309 & 351 East San Antonio Street.** *(Applicant: Killen, Griffin & Farrimond, PLLC; Owners: Farmers Mutual Fire, Leslie Lammers and Tom Tumlinson, Melvin Nolte, Jr, Chad L. Nolte, Sandra J. Nolte, Comal Properties, LLC, and Qdream, LLC; Staff Contact: Mary Lovell, Senior Planner, AICP, CNU-A)*

Commissioner Nolte recused himself and left the dias at 6:09pm.

Mary Lovell introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

Discussion followed on staffs recommended conditions of approval, proximity of the subject property to nearby residences, proposed height allowances, and the height of existing buildings in the area.

Chair Sonier invited the applicant to speak on the item.

Ashley Farrimond elaborated on the request by providing additional context of the project and a brief history of the property. She went on to discuss the intent of the request, proposed screening and development standards, and the proposed use of the property.

Brief discussion followed on the proposed land use.

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

No one spoke.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Brief discussion followed on proximity of short-term rentals to the subject property.

Chair Sonier reopened the public hearing.

One individual spoke in opposition of the item.

Ashley Farrimond offered to elaborate more on the request with the individual following the meeting.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Brief discussion followed on the proposed residential buffering.

Motion by Commissioner Schaefer, seconded by Commissioner Allsup, to recommend approval of the item to City Council with staff recommendations. Motion carried (6-2-1) with Commissioner Allen and Vice-Chair

DRAFT

Taylor in opposition.

Commissioner Nolte returned to the dais at 6:28pm.

DRAFT

**ORDINANCE NO.2026-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 2.112 ACRES OUT OF CITY BLOCKS 2004, 2007, AND 2014, CURRENTLY ADDRESSED AT 342, 352, & 353 EAST BRIDGE STREET, 343 & 353 EAST MILL STREET, 218, 232, 266, & 288 NORTH MARKET AVENUE, AND 309 & 351 EAST SAN ANTONIO STREET, FROM C-2 (GENERAL BUSINESS DISTRICT), M-1 (LIGHT INDUSTRIAL DISTRICT), AND M-1 SUP (LIGHT INDUSTRIAL DISTRICT WITH A SPECIAL USE PERMIT FOR STR) TO MU-B SUP (HIGH INTENSITY MIXED USE DISTRICT WITH A SPECIAL USE PERMIT); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

---

**WHEREAS,** the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

**WHEREAS,** in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

**WHEREAS,** the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

**WHEREAS,** it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

**WHEREAS**, the property is located in an area suitable for MU-B SUP (High Intensity Mixed Use District with a Special Use Permit); and

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

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

**WHEREAS,** the City Council desires to grant a Special Use Permit at 342, 352, & 353 East Bridge Street, 343 & 353 East Mill Street, 218, 232, 266, & 288 North Market Avenue, and 309 & 351 East San Antonio Street to allow development in the MU-B SUP (High Intensity Mixed Use District with a Special Use Permit); **now, therefore;**

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

**SECTION 1**

**THAT** pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being approximately 2.112 acres out of City Blocks 2004, 2007, and 2014, as delineated on Exhibit "B" and depicted on Exhibit "C" attached.

**SECTION 2**

**THAT** the Special Use Permit be subject to the following additional conditions and allowances:

1. Uses listed in Exhibit "A" shall not be allowed on the Property.
2. Definition of Permitted Uses: Golf course (miniature) shall include par 3 and putt-putt courses. Tennis courts shall include pickle ball courts.
3. A Parking Demand Study, per Sec. 144-5.1-3 (d), shall be submitted and approved prior to building permit issuance to determine the number of parking spaces required.
4. Parking structures shall include active uses (such as retail, food service, lobbies, civic entries, live/work units, residential entries, café seating, pedestrian furniture, public art), enhanced landscaping, or liner buildings along any frontage facing public streets, pedestrian ways, or civic spaces.
5. Surface Parking Lot(s) landscaping shall provide native shade trees within 50 feet of all parking spaces and shall meet or exceed all parking lot landscape code requirements.
6. Building Setbacks:
    a. Minimum Front, Side, and Rear Building Setback: 0 ft.
    b. Build to Line: The first floor of buildings shall be built to the property line along San Antonio Street and shall include one or more public entrances along San Antonio Street.
    c. Buildings facing all other public rights-of-way must be built to the property line, unless a public space, such as a sidewalk, outdoor seating area, linear park, or other pedestrian-oriented area is located between the right-of-way and building, in which case the building may be set back from the property line to accommodate such use.
7. Compatibility Setbacks - Where the MU-B District abuts a one-, two-, three- or four-family use or zoning district:
    a. Building Setbacks -The building setback from the one-, two-, three- or four-family property line shall be at least 20 feet. If the MU-B abuts a one-, two-, three-, or four-family use or zoning district, but there is no dwelling unit within 50 feet of the property line, the building may be setback 10 feet from the property line.

b. Building Height - To achieve a stairstep approach to reach the maximum building height:
    i. The allowed building height shall be 48 feet for any building or portion of a building within 35 feet from the one-, two-, three-, or four-family property line.
    ii. The allowed building height shall be 85 feet for any building or portion of a building between 35 and 70 feet from the one-, two-, three- or four-family property line.
    iii. The allowed building height for any building or portion of a building that is greater than 70 feet from the one-, two-, three- or four-family property line shall be 120 feet.
    iv. Enhanced Landscape Buffer – within the 20-foot setback area, trees shall be planted/preserved in accordance with Section 144-5.3-1(7)(5), provided however trees shall be a minimum of 3 inches in diameter at planting. Additionally, four five-gallon or three-foot tall shrubs shall be planted for every 50 linear feet (or portion thereof).

8. Residential Buffer Wall: The residential buffer wall requirement as described in Section 144-5.3-2 (h) shall not apply.
9. Loading docks, trash receptacles, recycling compactors, mechanical and electrical equipment, and any other equipment that generates odor, smoke, or noise, shall not be constructed or located within 20 feet of any abutting one-, two-, three- or four-family use.
10. Residential Screening:
    Landscaping or fencing shall screen loading docks, trash receptacles, recycling compactors, and mechanical and electrical equipment to limit or prevent their visibility from any one-, two-, three- or four-family use.
11. Multi-Family Lot Coverage: The multi-family lot coverage standard per Section 144-3.4-11 (b)(2)(x) shall not apply.
12. Development of the site shall be in compliance with the above-listed development standards. Any significant alterations to the approved development standards will require an amendment to the SUP with a recommendation from the Planning Commission and consideration by the City Council.

**SECTION 3**

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

**SECTION 4**

**THAT** if any provisions of this ordinance shall be held void or unconstitutional, it is hereby

provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**SECTION 5**

**THIS** ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

**PASSED AND APPROVED:** First reading this 27h day of April, 2026.

**PASSED AND APPROVED:** Second reading this 11th day of May, 2026.

**CITY OF NEW BRAUNFELS**

_____

**NEAL LINNARTZ**, Mayor

**ATTEST:**

_____

**GAYLE WILKINSON,** City Secretary

**APPROVED AS TO FORM:**

_____

**VALERIA M. ACEVEDO,** City Attorney

**EXHIBIT "A"**

## The following uses are not allowed:

Residential uses:

- Community home (see definition).
- Dormitory (in which individual rooms are for rental).
- Hospice.

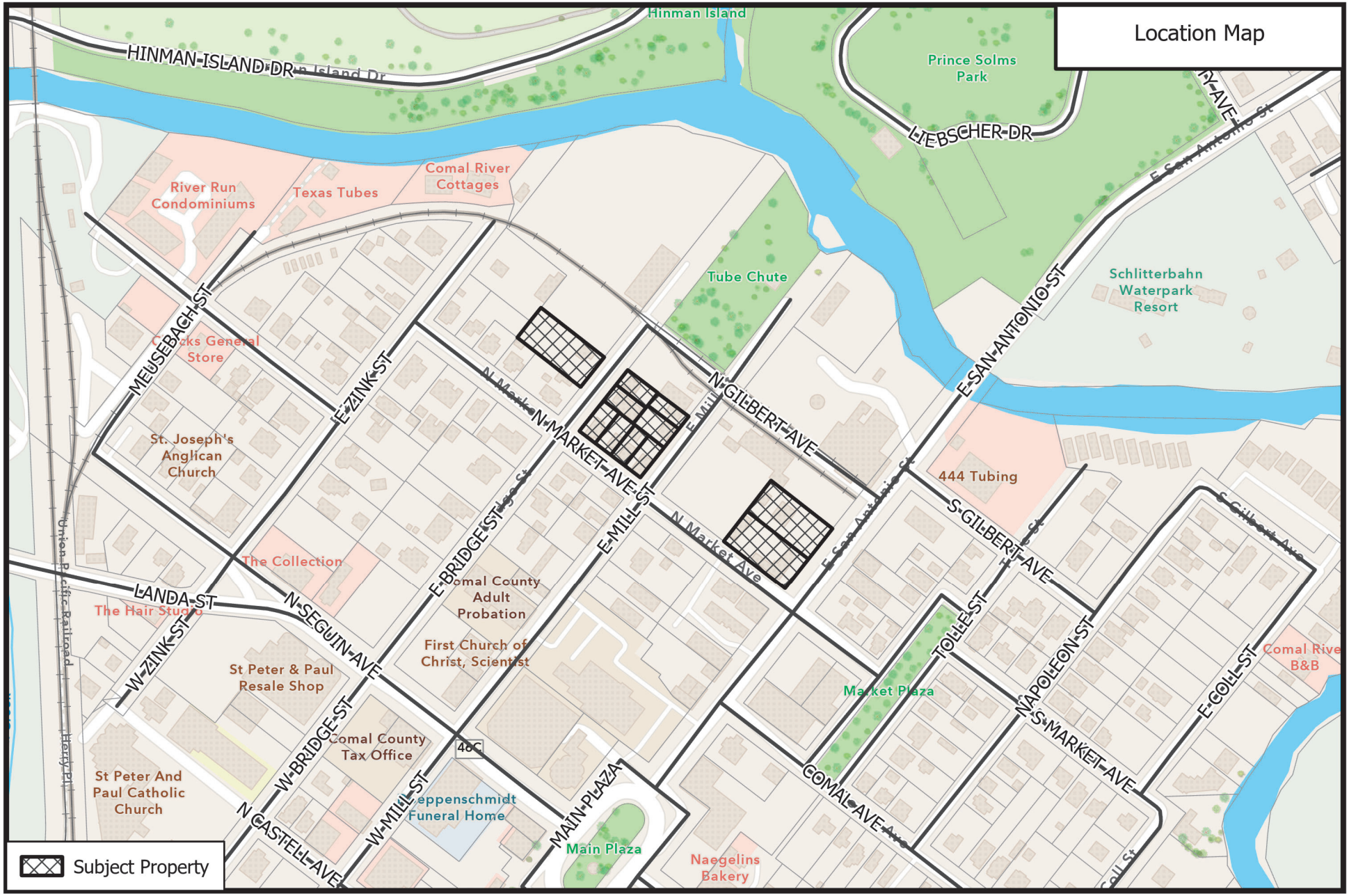
Non-residential uses:

- Adult day care (no overnight stay).
- Adult day care (with overnight stay).
- Aircraft support and related services.
- Airport.
- Ambulance service (private).
- Archery range.
- Athletic fields.
- Auto body repair, garages (see section 144-5.11).
- Auto glass repair/tinting (see section 144-5.11).
- Auto interior shop/upholstery (see section 144-5.11).
- Auto leasing.
- Auto muffler shop (see section 144-5.11).
- Auto paint shop.
- Auto repair garage (general) (see section 144-5.11).
- Automobile driving school (including defensive driving).
- Barns and farm equipment storage (related to agricultural uses).
- Blacksmith or wagon shops.
- Book binding.
- Bottling or distribution plants (milk).
- Bottling works.
- Bowling alley/center (see section 144-5.13).
- Bus barns or lots.
- Cemetery and/or mausoleum.
- Check cashing service.
- Cleaning, pressing and dyeing (non-explosive fluids used).
- Cold storage plant.
- Communication equipment—Installation and/or repair.
- Contractor's office/sales, with outside storage including vehicles.

- Convenience store with or without fuel sales.
- Credit agency.
- Curio shops.
- Dance hall/dancing facility (see section 144-5.13).
- Day camp.
- Exterminator service.
- Fair ground.
- Farms, general (crops) (see chapter 6 and section 144-5.9).
- Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9).
- Filling station (fuel tanks must be below the ground).
- Food processing (no outside public consumption).
- Forge (hand).
- Forge (power).
- Freight terminal, rail/truck (when any storage of freight is outside an enclosed building).
- Freight terminal, truck (all storage of freight in an enclosed building).
- Frozen food storage for individual or family use.
- Funeral home/mortuary.
- Furniture manufacture.
- Galvanizing works.
- Golf course (public or private).
- Heavy load (farm) vehicle sales/repair (see section 144-5.14).
- Ice plants.
- Industrial laundries.
- Laboratory equipment manufacturing.
- Laundry, commercial (without self serve).
- Leather products manufacturing.
- Light manufacturing.
- Limousine/taxi service.
- Lumberyard (see section 144-5.15).
- Lumberyard or building material sales (see section 144-5.15).
- Machine shop.
- Manufactured home sales.
- Manufacturing and processes.
- Metal fabrication shop.
- Moving, transfer, or storage plant.
- Non-bulk storage of fuel, petroleum products and liquefied petroleum.
- Nursing/convalescent home/sanitarium.

- Outside storage (as primary use).
- Plastic products molding/reshaping.
- Plumbing shop.
- Portable building sales.
- Propane sales (retail).
- Quick lube/oil change/minor inspection.
- Retirement home/home for the aged.
- Rodeo grounds.
- RV park.
- RV/travel trailer sales.
- Sheet metal shop.
- Shooting gallery—Indoor (see section 144-5.13).
- Sign manufacturing/painting plant.
- Storage—Exterior storage for boats and recreational vehicles.
- Storage in bulk.
- Taxidermist.
- Telemarketing agency.
- Telephone exchange (office and other structures).
- Tire sales (outdoors).
- Tool rental.
- Transfer station (refuse/pick-up).
- Welding shop.

# EXHIBIT "B"




**SUP26-028**

**C-2, M-1, M-1 SUP to MU-B SUP**

0 180 360 Feet

Source: City of New Braunfels Planning
Date: 3/19/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of New Braunfels, its officials or employees for any discrepancies, errors, or variances which may exist.

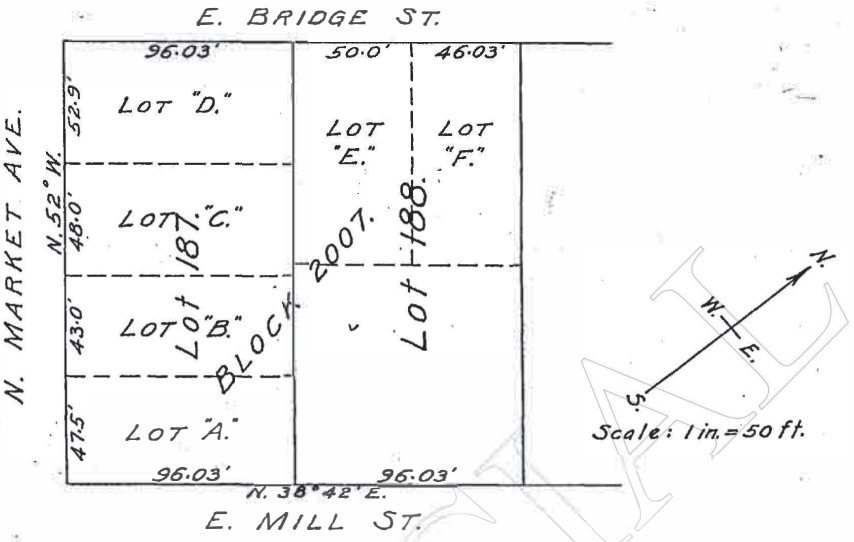


rds and Commissions\ZoneChange & SUPs\2026\SUP26-028 - ADM Mill

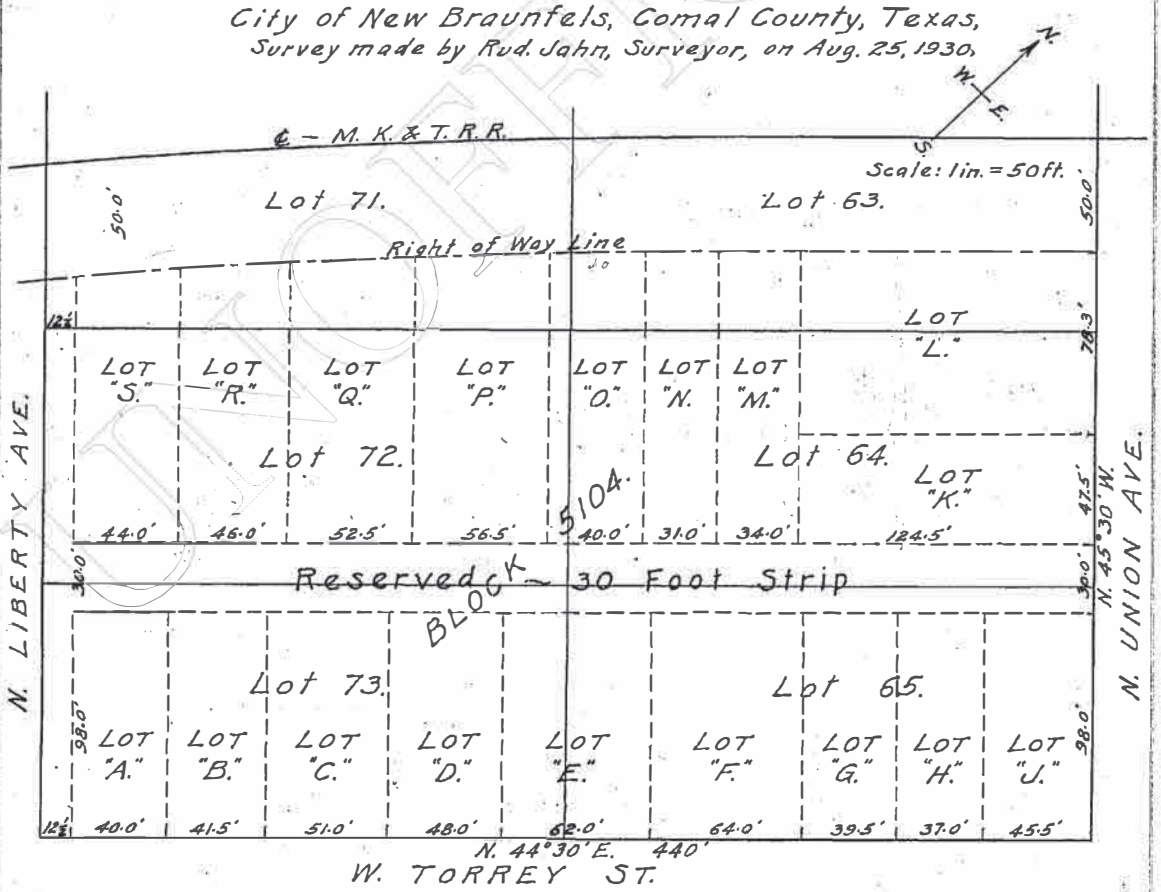
EXHIBIT "C"

No. 292. -

Resubdivision of the Southwestern Part of New City Block No. 2007, of the City of New Braunfels, Comal County, Texas, Surveyed by Rud. Jahn, on Aug. 25-1930.




Resubdivision of the Southeastern Part of New City Block No. 5104, in Comaltown, a part of the City of New Braunfels, Comal County, Texas, Survey made by Rud. Jahn, Surveyor, on Aug. 25, 1930.




Filed for record August 26th 1930 at 2.45 o'clock P. M., and recorded August 27th 1930 at 5.00 o'clock P. M.

Richard H. Ludwig
Co. Clk. Comal County, Texas.

POOR QUALITY

## Exhibit "A"

Being a 0.119 acre tract of land, more or less, situated in the City of New Braunfels, Comal County, Texas, being the same tract called the South part of Lot No. 188, New City Block 2007 described in Doc# 9806016432 of the Official Public Records of Comal County, Texas, and all bearings referred to in this description are referenced to a bearing of S 38° 42' W along the Northwest right-of-way line of E. Mill Street, said 0.119 acre tract of land surveyed under the supervision of Richard A. Goodwin, RPLS #4069, S. Craig Hollmig, Inc., and being more particularly described as follows:

BEGINNING: At a 1/2" iron pin set in the Northwest line of E. Mill Street, said point being N 38° 42' E 96.30 feet from a 3/8" iron pin found at the intersection of the North-east line of N. Market Avenue, with the Northwest line of E. Mill Street, for the East corner of Lot A of the Resubdivision of the Southwestern part of New City Block 2007, recorded in Volume 58, Page 371 of the Deed Records of Comal County, Texas, for the South corner of the above referenced tract, for the South corner and Point of Beginning of this tract;

THENCE: Leaving said E. Mill Street, along the Northeast line of Lots A and B of said Resubdivision and partially along the Northeast line of Lot C, N 52° 08' 58" W 96.0 feet to a 1/2" iron pin set in the Northeast line of said Lot C, for the South corner of Lot E of said Resubdivision, for the West corner of this tract;

THENCE: Along the Southeast line of said Lot E, partially along the Southeast line of Lot F of said Resubdivision, N 38° 42' 00" E 53.23 feet to a 4" x 4" fence corner found in the Southeast line of said Lot F, for the West corner of a tract of land described in Doc#200106031998 of the Official Public Records of Comal County, Texas, for the North corner of this tract;

THENCE: Along the Southwest line of said tract recorded in Doc# 200106031998, the Northeast line of the above referenced tract, S 53° 12' 11" E 96.04 feet to a 1/2" iron pin found and re-set in the Northwest line of E. Mill Street, for the South corner of said tract recorded in Doc# 200106031998, for the East corner of the above referenced tract, for the East corner of this tract;

THENCE: Along the Northwest line of E. Mill Street, S 38° 42' 00" W 55.00 feet to the Point of Beginning and containing 0.119 acres of land, more or less.

**Filed and Recorded**
**Official Public Records**
**Bobbie Koepp, County Clerk**
**Comal County, Texas**
**05/16/2019 04:31:17 PM**
**JESSICA 3 Pages(s)**
**201906016795**

County Court of Comal County, Texas

Bobbie Koepp

UNOFFICIAL

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

BEING A 0.093 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, BEING THE SAME TRACT CALLED THE SOUTHEAST PART OF LOT 188, NEW CITY BLOCK 2007 DESCRIBED IN DOC NO. 200106031998 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND ALL BEARINGS REFERRED TO IN THIS DESCRIPTION ARE REFERENCED TO A BEARING OF S 38° 42' W ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF E. MILL STREET, SAID 0.093 ACRE TRACT OF LAND SURVEYED UNDER THE SUPERVISION OF RICHARD A. GOODWIN RPLS #4069, S. CRAIG HOLLMIG, INC., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: AT A 1/2" IRON PIN FOUND AND RE-SET IN THE NORTHWEST LINE OF E. MILL STREET SAID POINT BEING N 38° 42' E 151.30 FEET FROM A 3/8" IRON PIN FOUND AT THE INTERSECTION OF THE NORTHEAST LINE OF N. MARKET AVENUE WITH THE NORTHWEST LINE OF E. MILL STREET, FOR THE EAST CORNER OF A TRACT OF LAND DESCRIBED IN DOC NO. 9806016432 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY TEXAS, FOR THE SOUTH CORNER OF THE ABOVE REFERENCED TRACT, FOR THE SOUTH CORNER AND POINT OF BEGINNING OF THIS TRACT;

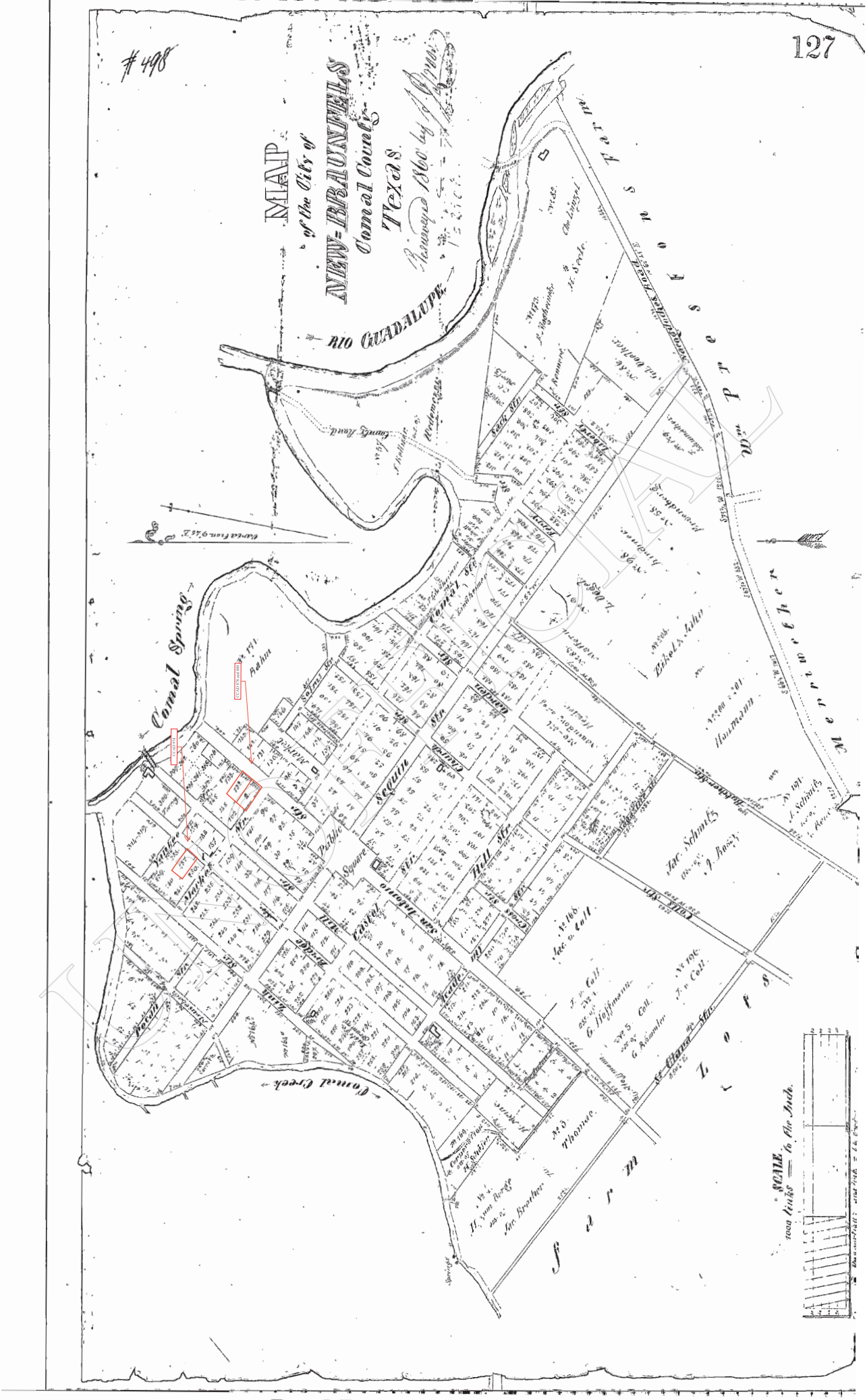
THENCE: LEAVING SAID E. MILL STREET ALONG THE NORTHEAST LINE OF SAID TRACT RECORDED IN DOC NO. 9806016432 THE SOUTHWEST LINE OF THE ABOVE REFERENCED TRACT N 53° 12' 11" W 96.04 FEET TO A 4" X 4" FENCE CORNER FOUND IN THE SOUTHEAST LINE OF LOT F OF THE RESUBDIVISION OF THE SOUTHWESTERN PART OF NEW CITY BLOCK 2007 RECORDED IN VOLUME 58 PAGE 371 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, FOR THE WEST CORNER OF THE ABOVE REFERENCED TRACT;

THENCE: ALONG THE SOUTHEAST LINE OF SAID LOT F, THE NORTHWEST LINE OF THE ABOVE REFERENCED TRACT N 38° 42' 00" E 43.20 FEET TO A 1/2" IRON PIN FOUND FOR THE EAST CORNER OF SAID LOT F, SAID POINT LYING IN THE SOUTHWEST LINE OF LOT 189 OF NEW CITY BLOCK 2007 FOR THE NORTH CORNER OF THE ABOVE REFERENCED TRACT, FOR THE NORTH CORNER OF THIS TRACT;

THENCE: ALONG THE SOUTHWEST LINE OF SAID LOT 189 THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT S 52° 04' 05" E 96.00 FEET TO A 3/8" IRON PIN FOUND IN THE NORTHWEST LINE OF E. MILL STREET FOR THE SOUTH CORNER OF SAID LOT 189, THE EAST CORNER OF THE ABOVE REFERENCED TRACT, FOR THE EAST CORNER OF THIS TRACT;

THENCE: ALONG THE NORTHWEST LINE OF E. MILL STREET THE SOUTHEAST LINE OF THE ABOVE REFERENCED TRACT S 38° 42' 00" W 41.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.093 ACRES OF LAND, MORE OR LESS.

UNOFFICIAL






Deed Record G Page 127




**Deed Record G Page 127 (zoomed in)**

I hereby certify that the Plat upon the foregoing sheet is a correct Map of the City of New Braunfels, part of the Corporations of New Braunfels as surveyed by me in accordance with a Contract entered into between me & the City Council of said Corporation of New Braunfels on the 25th Day of September A.D. 1858. Given under my hand at the City of New Braunfels this 24th of April A.D. 1860.

J. J. Groos

Surveyor

Approved in open Meeting of the Municipal Council of New Braunfels, this 23rd day of May 1860.

"Die Genehmigung der Stadtrath von New Braunfels, dass die von J. J. Groos in Folge eines Contractes mit genannter Stadtrath aufgetragene Karte von diesem Theil der Stadt New Braunfels worauf die Lage der Strassen, Plätze, Blöcke und Lots verzeichnet sind in Uebereinstimmung mit dem gemachten Contract sind, dass diese Karte als Karte von New Braunfels betrachtet werden soll, dass die Strassen, Plätze, die Namen derselben, die Blöcke und Lots, wie auf der Karte verzeichnet sind, dass die Strassen, Plätze und Privat-Eigenthum, wie auf dieser Karte verzeichnet, dedicirt sind, dass die in der Karte verzeichneten Strassen, Plätze und Lots Eigenthum der Stadt sind, dass Niemand berechtigt ist, Gebäude auf den Strassen, Plätzen, Lots oder Theilen derselben zu errichten, ausgenommen mit Erlaubniss des Stadtrathes."

Seal

In New Braunfels, den 23rd May 1860.

F. Eggeling Mayor

The State of Texas
County of Comal

Before me, Albert Dreiss Clerk of the Co. Court of said County personally appeared J. J. Groos County Surveyor of Comal County and F. Eggeling Mayor of the City Corporation of New Braunfels both to me well known, who separately acknowledged their resp. signatures to the above Certificates or Writings, and declared that they had resp. done so for the considerations, uses and purposes therein contained. In Testimony whereof I have hereto set my hand and official seal at New Braunfels June the 18th 1860.

Seal

Albert Dreiss Clk Co. Court Comal County

The State of Texas
County of Comal

I, Albert Dreiss Clerk of the Co. Court of said County do hereby certify that the Map and Writings hereto annexed were filed in my office for record at 10 o'clock A.M. June the 18th 1860 and duly registered at 3 o'clock P.M. June the 23rd 1860 in Rec. G. for Deeds on pages 127 & 128. Witness my hand and official seal at New Braunfels June the 23rd 1860.

Map (Groos) & S. ... 1.50.
recorded ... 50.
not 2 Deeds. $ 0.75.

Albert Dreiss Clk
Co. Court Comal County.

**EXHIBIT “A”**
**Uses Not Permitted**

**EXHIBIT “B”**
**Location Map**

**EXHIBIT “C”**
**Property Descriptions**

**PRESENTER:**
Matthew Simmont, AICP, Planning Manager
Applicant/Owner: John Holler
**SUBJECT:**
Discuss and consider approval of the second and final reading of an ordinance, requested by John Holler, to rezone approximately 1.5 acres out of the Baystone Subdivision, Lots 1 and 2, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard Overlay District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard Overlay District), currently addressed at 222 and 224 Alves Lane.
**DEPARTMENT:** Neighborhood and Community Planning
**COUNCIL DISTRICTS IMPACTED:** 5

**BACKGROUND INFORMATION:**
**Case No**: PZ26-0043

**Applicant/Owner**:
John Holler
(210) 504-4505 | johnh@iflcm.com

**Staff Contact**:
Mary Lovell, AICP, CNU-A
(830) 221-4051 | mlovell@newbraunfels.gov

**The City Council held a public hearing on April 27, 2026, and approved the first reading of the applicant's requested rezoning ordinance (5-2-0)**

The subject property is approximately 1.5 acres located along an existing minor arterial, Alves Lane, approximately 1/3 of a mile from the intersection of Alves Lane and State Highway 46 South. The subject property is bordered by Alves Lane to the north and R-2 residentially zoned lots to the east, west and south. The property is currently developed with a duplex along with an undeveloped lot that allows construction of a fourplex.

The applicant is requesting a change in zoning from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard Overlay District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard Overlay District).

**ISSUE:**
The submitted application indicates that the proposed zoning change is intended to allow for development of an assisted living facility designed to resemble a large, single-story residential home that fits within the surrounding neighborhood.

Any development on the property is required to be constructed in compliance with all applicable local and state building codes and regulations. Documentation provided with the application indicates a planned facility that features stick-and-brick framing, fire-rated sprinkler coverage throughout the structure, and sixteen (16) private resident rooms. The proposed assisted living use of the property is intended to provide light, non-medical caregiving support in a quiet, residential-style environment.

**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-1A (Neighborhood Commercial) at this location would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3**: Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.6**: Incentivize infill development and redevelopment to take advantage of existing infrastructure.
- **Action 2.1**: Sustain community livability for all ages and economic backgrounds.
- **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.
- **Aging in Place** - Transitioning to a supportive setting still in the community:
    - Housing that supports aging in the community.
    - Ensure that community land-use planning improves older-adult mobility through zoning enhancements that support the logical location of older-adult housing and services near transportation and mobility infrastructure.

**Future Land Use Plan**: The subject property is located within the Oak Creek Subarea, along a Transitional Mixed-Use Corridor.

**STRATEGIC PLAN REFERENCE:**
☒Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

- Economic Mobility - 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.
- Economic Mobility - Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- Community Well-Being - Develop capital and staffing investments that improve safety, reduce heat islands, and encourage transportation modes that support healthier lifestyles and exercise such as biking, walking and running.

**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 tax revenue without significant impacts on services and infrastructure costs and distribute cost burdens across more property owners. An increase in development opportunities from rezoning will allow net positive revenue per acre.

**RECOMMENDATION:**

Staff recommends approval. C-1A would be appropriate at this location as it is intended to accommodate various low-impact, neighborhood-serving, pedestrian/cyclist accessible uses, such as assisted living, that provides supportive services to the community.

**The Planning Commission held a public hearing on April 7, 2026, and unanimously recommended approval of the rezoning request (7-0-0).**

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

(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:

(1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;

(2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;

(3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;

(4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and

(5) Whether the request is consistent with the comprehensive plan.

*Mailed notification as required by state statute:*

Public hearing notices were sent to owners of 28 properties within 200 feet of the request. As of the date this agenda was posted, a supermajority vote of City Council is not required to approve the applicant's request.

Resource Links:

- Chapter 144, Sec. 3.3-2 (R-2) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.20 (AH) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-12 (C-1A) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?




City of New Braunfels

**PZ26-0043**

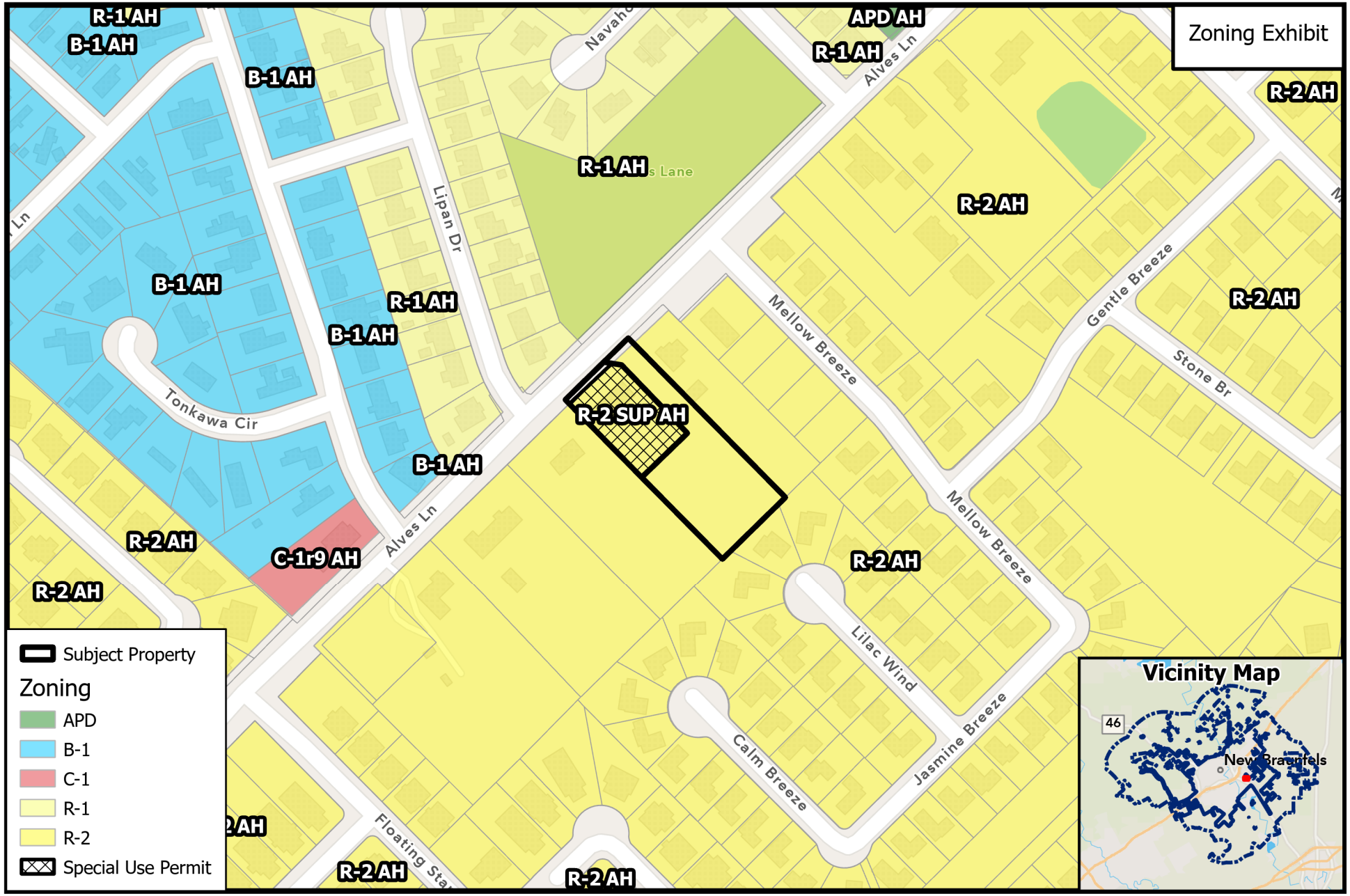
**R-2 AH & R-2SUP AH to C-1A AH**

0 130 260 Feet

Path:
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Source: City of New Braunfels Planning
Date: 3/11/2026

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City of New Braunfels

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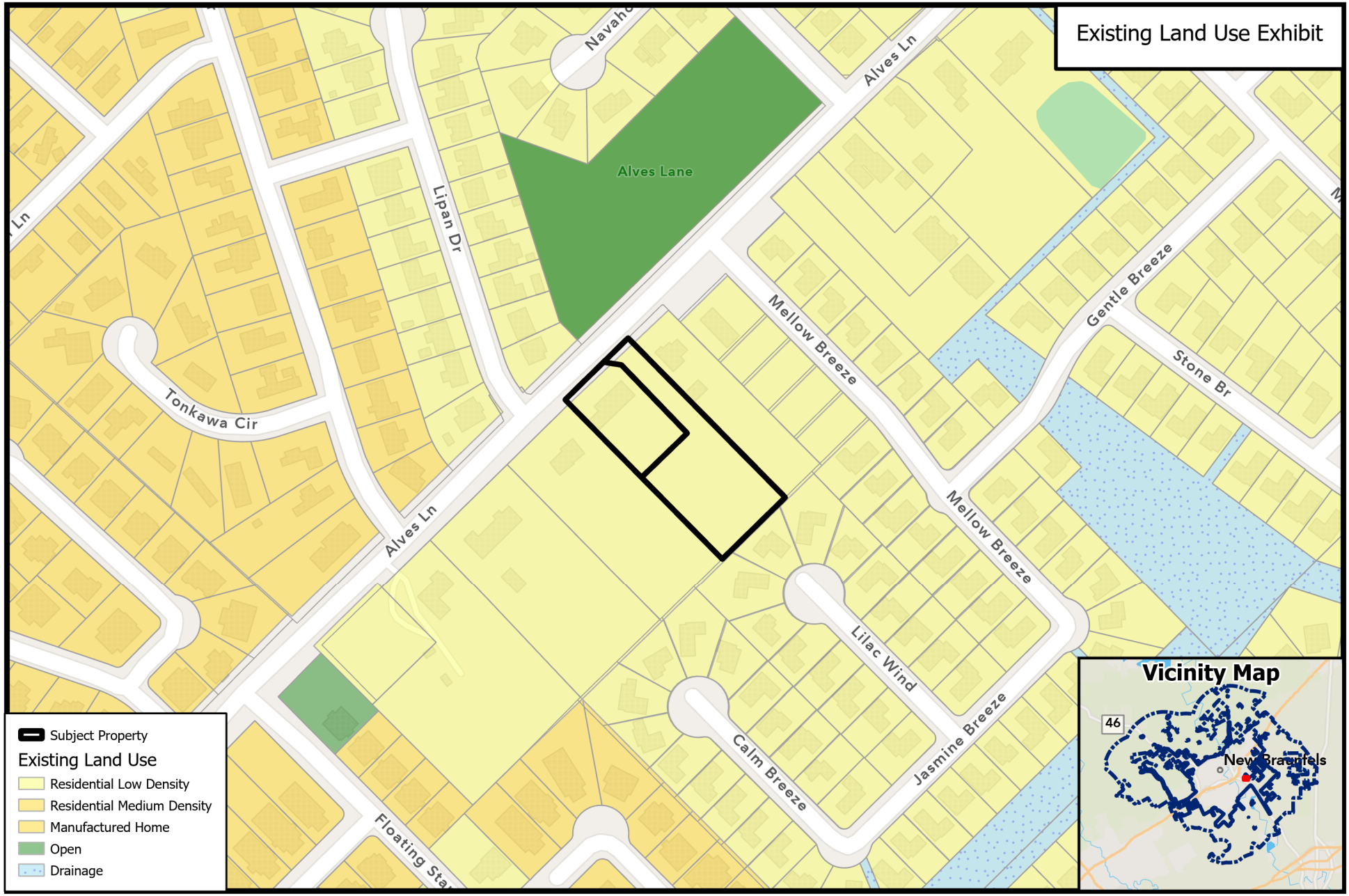
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| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Accessory building/structure (see section 144-5.4) | P | P |
| Accessory dwelling (one accessory dwelling per lot) | P | |
| Accounting, auditing, bookkeeping, and tax preparations | | P |
| Acid manufacture | | |
| Adult day care (no overnight stay) | | P |
| Adult day care (with overnight stay) | | P |
| Aircraft support and related services | | |
| Airport | | |
| All-terrain vehicle (ATV) dealer/sales | | |
| Ambulance service (private) | | |
| Amphitheaters (outdoor live performances) | | |
| Amusement devices/arcade (four or more devices) | | P |
| Amusement services or venues (indoors) (see section 144-5.13) | | |
| Amusement services or venues (outdoors) | | |
| Animal grooming shop | | P |
| Answering and message services | | P |
| Antique shop | | P |
| Appliance repair | | P |
| Archery range | | |
| Armed services recruiting center | | P |
| Art dealer/gallery | | P |
| Artist or artisans studio | | P |
| Assembly/exhibition hall or areas | | |
| Assisted living facility/retirement home | | P |
| Athletic fields | | |
| Auction sales (non-vehicle) | | |
| Auto body repair, garages (see section 144-5.11) | | |
| Auto glass repair/tinting (see section 144-5.11) | | |
| Auto interior shop/upholstery (see section 144-5.11) | | |
| Auto leasing | | P |
| Auto muffler shop (see section 144-5.11) | | |
| Auto or trailer sales rooms or yards (see section 144-5.12) | | |
| Auto or truck sales rooms or yards—Primarily new (see section 144-5.12) | | |
| Auto paint shop | | |
| Auto repair as an accessory use to retail sales | | |
| Auto repair garage (general) (see section 144-5.11) | | |
| Auto supply store for new and factory rebuilt parts | | P |
| Auto tire repair/sales (indoor) | | P |
| Auto wrecking yards | | |
| Automobile driving school (including defensive driving) | | |
| Bakery (retail) | | P |
| Bank, savings and loan, or credit union | | P |
| Bar/tavern (no outdoor music) | | P |
| Bar/tavern | | |
| Barber/beauty college (barber or cosmetology school or college) | | |
| Barns and farm equipment storage (related to agricultural uses) | P | P |
| Battery charging station | | P |
| Bed and breakfast inn (see section 144-5.6) | | P |

| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Bicycle sales and/or repair | | P |
| Billiard/pool facility | | |
| Bingo facility | | P |
| Bio-medical facilities | | |
| Blacksmith or wagon shops | | |
| Blooming or rolling mills | | |
| Boarding house/lodging house | | |
| Book binding | | P |
| Book store | | P |
| Bottling or distribution plants (milk) | | |
| Bottling works | | |
| Bowling alley/center (see section 144-5.13) | | |
| Breweries/distilleries and manufacture of alcohol and alcoholic beverages | | |
| Broadcast station (with tower) (see section 144-5.7) | | |
| Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27) | | |
| Bus barns or lots | | |
| Bus passenger stations | | |
| Cabin or cottage (rental) | | |
| Cabin or cottage (rental for more than 30 days) | | |
| Cafeteria/cafe/delicatessen | | P |
| Campers' supplies | | P |
| Campgrounds | | |
| Canning/preserving factories | | |
| Car wash (self-service; automated) | | |
| Car wash, full service (detail shop) | | |
| Carpenter, cabinet, or pattern shops | | |
| Carpet cleaning establishments | | |
| Caterer | | P |
| Cement, lime, gypsum or plaster of Paris manufacture | | |
| Cemetery and/or mausoleum | P | P |
| Check cashing service | | P |
| Chemical laboratories (e.g., ammonia, bleaching powder) | | |
| Chemical laboratories (not producing noxious fumes or odors) | | |
| Child day care/children's nursery (business) | | P |
| Church/place of religious assembly | P | P |
| Cider mills | | |
| Civic/conference center and facilities | | |
| Cleaning, pressing and dyeing (non-explosive fluids used) | | P |
| Clinic (dental) | | P |
| Clinic (emergency care) | | P |
| Clinic (medical) | | P |
| Club (private) | | |
| Coffee shop | | P |
| Cold storage plant | | |
| Commercial amusement concessions and facilities | | |
| Communication equipment—Installation and/or repair | | P |
| Community building (associated with residential uses) | P | |

| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Community home (see definition) | P | P |
| Computer and electronic sales | | P |
| Computer repair | | P |
| Concrete or asphalt mixing plants—Permanent | | |
| Concrete or asphalt mixing plants—Temporary | | |
| Confectionery store (retail) | | P |
| Consignment shop | | P |
| Contractor's office/sales, with outside storage including vehicles | | |
| Contractor's temporary on-site construction office | P | P |
| Convenience store with gas sales | | |
| Convenience store without gas sales | | P |
| Cotton ginning or baling works | | |
| Country club (private) | P | |
| Credit agency | | P |
| Crematorium | | |
| Curio shops | | P |
| Custom work shops | | P |
| Dance hall/dancing facility (see section 144-5.13) | | |
| Day camp | | |
| Department store | | P |
| Distillation of bones | | |
| Dormitory (in which individual rooms are for rental) | | |
| Drapery shop/blind shop | | P |
| Driving range | | |
| Drug store/pharmacy | | P |
| Duplex/two-family/duplex condominiums | P | |
| Electrical generating plant | | |
| Electrical repair shop | | P |
| Electrical substation | | 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 | | |
| Fairground | | |
| Family home adult care | P | |
| Family home child care | P | |
| Farmers market (produce market—wholesale) | | |
| Farms, general (crops) (see chapter 6 and section 144-5.9) | P | P |
| Farms, general (livestock/ranch) (see chapter 6 and section 144-5.9) | P | P |
| Feed and grain store | | |
| Fertilizer manufacture and storage | | |
| Filling station (gasoline tanks must be below the ground) | | |
| Florist | | P |
| Flour mills, feed mills, and grain processing | | |
| Food or grocery store with gasoline sales | | |
| Food or grocery store without gasoline sales | | P |

| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Food processing (no outside public consumption) | | |
| Forge (hand) | | |
| Forge (power) | | |
| Fraternal organization/civic club (private club) | | |
| 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) | | |
| Frozen food storage for individual or family use | | P |
| Funeral home/mortuary | | |
| Furniture manufacture | | |
| Furniture sales (indoor) | | |
| Galvanizing works | | |
| Garbage, offal or dead animal reduction or dumping | | |
| Garden shops and greenhouses | | P |
| Gas manufacture | | |
| Gas or oil wells | | |
| Golf course (public or private) | P | P |
| Golf course (miniature) | | |
| Government building or use with no outside storage (outside storage allowed in M-2 and M-2A) | P | P |
| Grain elevator | | |
| Greenhouse (commercial) | | P |
| Handicraft shop | | P |
| Hardware store | | P |
| Hay, grain, and/or feed sales (wholesale) | | |
| Health club (physical fitness; indoors only) | | P |
| Heating and air-conditioning sales/services | | P |
| Heavy load (farm) vehicle sales/repair (see section 144-5.14) | | |
| Heavy manufacturing | | |
| Heliport | | |
| Hides/skins (tanning) | | |
| Home occupation (see section 144-5.5) | P | |
| Home repair and yard equipment retail and rental outlets | | |
| Hospice | | P |
| Hospital, general (acute care/chronic care) | | |
| Hospital, rehabilitation | | P |
| Hotel/motel | | |
| Hotels/motels—Extended stay (residence hotels) | | |
| Ice delivery stations (for storage and sale of ice at retail only) | | |
| 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 |
| Laboratory equipment manufacturing | | |
| Laundromat and laundry pickup stations | | P |
| Laundry, commercial (without self-serve) | | |
| Laundry/dry cleaning (drop off/pick up) | | P |

| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Laundry/washateria (self-serve) | | P |
| Lawnmower sales and/or repair | | P |
| Leather products manufacturing | | |
| Light manufacturing | | |
| Limousine/taxi service | | |
| Livestock sales/auction | | |
| Locksmith | | P |
| Lumber mill | | |
| Lumberyard (see section 144-5.15) | | |
| Lumberyard or building material sales (see section 144-5.15) | | |
| Machine shop | | |
| Maintenance/janitorial service | | |
| Major appliance sales (indoor) | | |
| 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) | | |
| Martial arts school | | P |
| Meat or fish packing/storage plants | | |
| Medical supplies and equipment | | |
| Metal fabrication shop | | |
| Micro brewery (onsite mfg. and/or sales) | | |
| Micro distillery (onsite mfg. and/or sales) | | P |
| Mini-warehouse/self-storage units (no boat and RV storage permitted) | | |
| Mini-warehouse/self-storage units with outside boat and RV storage | | |
| Monument, gravestone, or marble works (manufacture) | | |
| Motion picture studio, commercial film | | |
| Motion picture theater (indoors) | | |
| Motion picture theater (outdoors, drive-in) | | |
| Motorcycle dealer (primarily new/repair) | | |
| Moving storage company | | |
| Moving, transfer, or storage plant | | |
| Multifamily (apartments/condominiums) | | |
| Museum | | P |
| Natural resource extraction and mining | | |
| Needlework shop | | P |
| Nonbulk storage of gasoline, petroleum products and liquefied petroleum | | |
| Nursing/convalescent home/sanitarium | | P |
| Offices, brokerage services | | P |
| Offices, business or professional | | P |
| Offices, computer programming and data processing | | P |

| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Offices, consulting | | P |
| Offices, engineering, architecture, surveying or similar | | P |
| Offices, health services | | P |
| Offices, insurance agency | | P |
| Offices, legal services, including court reporting | | P |
| Offices, medical offices | | P |
| Offices, real estate | | P |
| Offices, security/commodity brokers, dealers, exchanges and financial services | | P |
| Oil compounding and barreling plants | | |
| One-family dwelling, detached | P | |
| Outside storage (as primary use) | | |
| Paint manufacturing | | |
| Paper or pulp manufacture | | |
| Park and/or playground (private and public) | P | P |
| Parking lots (for passenger car only) (not as incidental to the main use) | | P |
| Parking structure/public garage | | P |
| Pawn shop | | P |
| Personal services | | P |
| Personal watercraft sales (primarily new/repair) | | |
| Pet shop/supplies (less than 10,000 sq. ft.) | | P |
| Pet store (over 10,000 sq. ft.) | | |
| Petroleum or its products (refining of) | | |
| Photo engraving plant | | |
| Photographic printing/duplicating/copy shop or printing shop | | P |
| Photographic studio (no sale of cameras or supplies) | | P |
| Photographic supply | | P |
| Plant nursery (no retail sales on site) | P | P |
| Plant nursery (retail sales/outdoor storage) | | P |
| Plastic products molding/reshaping | | |
| Plumbing shop | | |
| Portable building sales | | |
| Poultry killing or dressing for commercial purposes | | |
| Propane sales (retail) | | |
| Public recreation/services building for public park/playground areas | P | P |
| Publishing/printing company (e.g., newspaper) | | |
| Quick lube/oil change/minor inspection | | P |
| Radio/television shop, electronics, computer repair | | P |
| Railroad roundhouses or shops | | |
| Rappelling facilities | | |
| Recreation buildings (private) | | P |
| Recreation buildings (public) | P | P |
| Recycling kiosk | | P |
| Refreshment/beverage stand | | P |
| Rental or occupancy for less than one month (see section 144-5.17) | | |
| Research lab (non-hazardous) | | |
| Residential use in buildings with non-residential uses permitted in the district | | |
| Restaurant/prepared food sales | | P |
| Restaurant with drive-through service | | P |

| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less) | | P |
| Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less) | | P |
| Retail store and shopping center (more than 50,000 sq. ft. bldg.) | | |
| Retirement home/home for the aged | | P |
| Rock crushers and rock quarries | | |
| Rodeo grounds | | |
| RV park | | |
| RV/travel trailer sales | | |
| Sand/gravel sales (storage or sales) | | |
| School, K-12 public or private | P | P |
| School, vocational (business/commercial trade) | | P |
| Security monitoring company (no outside storage or installation) | | P |
| Security systems installation company | | P |
| Sexually oriented business (see chapter 18) | | |
| Sheet metal shop | | |
| Shoe repair shops | | P |
| Shooting gallery—Indoor (see section 144-5.13) | | |
| Shooting range—Outdoor (see section 144-5.13) | | |
| Shopping center | | P |
| Sign manufacturing/painting plant | | |
| Single-family industrialized home (see section 144-5.8) | 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) | | |
| Stables (private, accessory use) (see chapter 6) | | |
| Steel furnaces | | |
| Stockyards or slaughtering | | |
| Stone/clay/glass manufacturing | | |
| Storage—Exterior storage for boats and recreational vehicles | | |
| Storage in bulk | | |
| Structural iron or pipe works | | |
| Studio for radio or television, without tower (see zoning district for tower authorization) | | |
| Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.) | | P |
| Sugar refineries | | |
| Tailor shop (see home occupation) | | P |
| Tar distillation or manufacture | | |
| Tattoo or body piercing studio | | |
| Taxidermist | | |
| Telecommunications towers/antennas (see section 144-5.7) | | |
| Telemarketing agency | | P |
| Telephone exchange buildings (office only) | | P |
| Tennis court (commercial) | | |
| Theater (non-motion picture; live drama) | | P |
| Tire sales (outdoors) | | |
| Tool rental | | P |
| Townhouse (attached) | | |
| Transfer station (refuse/pick-up) | | |
| Travel agency | | P |

| Land Use | Existing | Proposed |
|---|---|---|
| | R-2 | C-1A |
| Truck or transit terminal | | |
| Truck stop | | |
| Tuber entrance and takeout facilities (see section 144-5.13) | | |
| University or college (public or private) | | P |
| Upholstery shop (non-auto) | | |
| Used or second hand merchandise/furniture store | | |
| Vacuum cleaner sales and repair | | P |
| Vehicle storage facility | | |
| Veterinary hospital (no outside animal runs or kennels) | | 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.) | | |
| Video rental/sales | | P |
| Warehouse/office and storage/distribution center | | |
| Waterfront amusement facilities—Berthing facilities sales and rentals | | |
| Waterfront amusement facilities—Boat fuel storage/dispensing facilities | | |
| Waterfront amusement facilities—Boat landing piers/launching ramps | | |
| Waterfront amusement facilities—Swimming/wading pools/bathhouses | | |
| Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system | P | P |
| Welding shop | | |
| Wholesale sales offices and sample rooms | | |
| Wire or rod mills | | |
| Wood distillation plants (charcoal, tar, turpentine, etc.) | | |
| Woodworking shop (ornamental) | | P |
| Wool scouring | | |
| Zero lot line/patio homes | | |

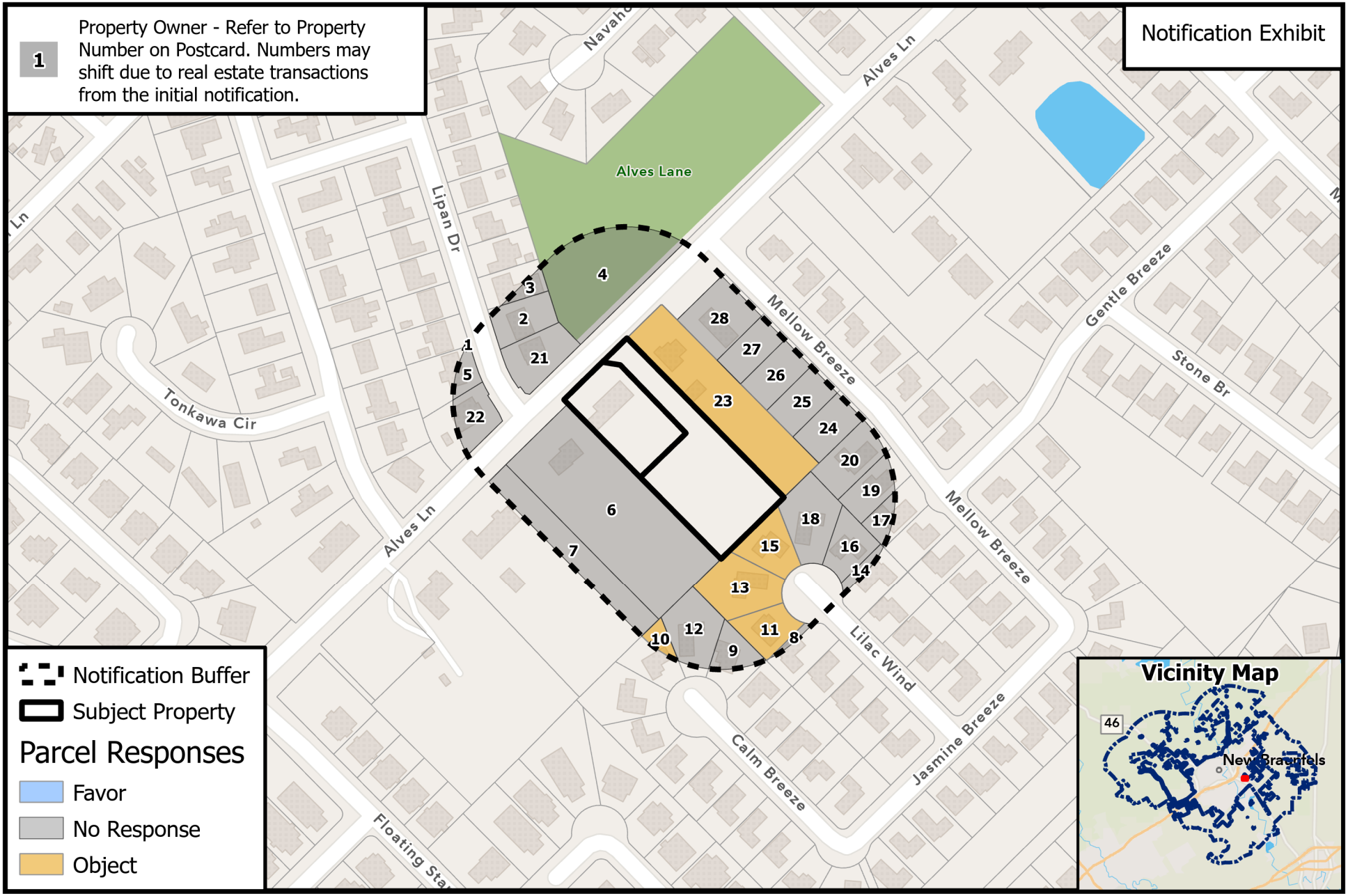


**224 Alves Lane - Duplex**



**222 Alves Lane - Undeveloped**

City of New Braunfels




City of New Braunfels

**PZ26-0043**

**R-2 AH & R-2SUP AH to C-1A AH**

0 130 260 Feet

Path:
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Source: City of New Braunfels Planning
Date: 4/6/2026

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## PLANNING COMMISSION – APRIL 7– 6:00PM

City Hall Council Chambers

**Applicant:** John Holler

**Address/Location:** 222 & 224 Alves Lane

**Case # PZ26-0043**

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. DAVILA DAVID & ROSIE
2. MARTINEZ JULIO C
3. CANTU REYMUNDO F & LOUISA
4. NEW BRAUNFELS CITY OF
5. GREEN NANCY L
6. EBBE BUCK W & HALEY R
7. EBBE STEVEN & ROSALINDA
8. HEINER JOSHUA C
9. FREEMAN LITA Z
10. KIRKBRIDE MELISSA R & CHARLES D JR
11. BACHMAN BLAIR V & DEBRA
12. HENDRIKSEN INSURANCE SERVICES LLC
13. LANGENHAHN ERIC
14. ZIMMERS MOLLY E
15. LANGENHAHN ERIC T
16. MATTALIANO ANTHONY & MELISSA A
17. JWN 401K
18. MCCLAUGHERTY MASON COLE
19. SMOOT JESSICA L
20. SCHWERTNER JENNIFER J
21. MADRID ELSA & ISABEL
22. GREMMER SPENCER W
23. ORONA RUBEN & HORTENCIA
24. REK A FAMILY TRUST 08-18-2014
25. STEELE FAMILY TRUST 3-03-2003
26. JAROSZEWSKI BARRY D SR & JOAN E
27. STRANSKY CHRISTY
28. JAROSZEWSKI BARRY D JR & KASIA R

**SEE MAP**

BACHMAN BLAIR V & DEBRA
1040 LILAC WIND
NEW BRAUNFELS TX 78130
Property #: 11
PZ26-0043
Case Manager: ML

FAVOR ☐
OPPOSE ☒

COMMENTS

THE CURRENT ZONING WAS ESTABLISHED FOR A REASON. THIS IS A RESIDENTIAL AREA AND ACCORDING TO THE LIST OF APPROVED BUSINESSES ALLOWED IN A C-1A ZONE, THIS WOULD ADD SUBSTANTIAL NOISE AND LIGHT POLLUTION WHICH WOULD DIRECTLY AFFECT MY HOUSE AND MY NEIGHBORS HOMES.

KIRKBRIDE MELISSA R & CHARLES D JR
1034 CALM BREEZE
NEW BRAUNFELS TX 78130
Property #: 10
PZ26-0043
Case Manager: ML

FAVOR ☐
OPPOSE ☒

COMMENTS

LANGENHAHN ERIC
1166 TURTLE TRAIL
NEW BRAUNFELS TX 78130
Property #: 13
PZ26-0043
Case Manager: ML

FAVOR ☐
OPPOSE ☒

COMMENTS I will be out of town on the hearing date. My property is directly behind this rezoning request and would greatly reduce the property value.

Eric Langenhahn

LANGENHAHN ERIC T

1166 TURTLE TRAIL

NEW BRAUNFELS TX 78130

Property #: 15

PZ26-0043
Case Manager: ML

FAVOR ☐

COMMENTS OPPOSE ☒

My property is directly behind this re-zoning request and would greatly reduce the property value.

Eric Langenhahn

ORONA RUBEN & HORTENCIA

226 ALVES LN

NEW BRAUNFELS TX 78130

Property #: 23

PZ26-0043
Case Manager: ML

FAVOR ☐

COMMENTS OPPOSE ☒

A) **PZ26-0043 Public hearing and recommendation to City Council to rezone approximately 1.5 acres out of the Baystone Subdivision, Lots 1 and 2, at the request of John Holler, from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard Overlay District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard Overlay District), currently addressed at 222 and 224 Alves Lane.** *(Applicant/Owner: John Holler; Staff Contact: Mary Lovell, Senior Planner, AICP, CNU-A)*

Mary Lovell introduced the aforementioned item.

Chair Sonier asked if there were any questions for staff. There were none.

Chair Sonier invited the applicant to speak on the item.

Applicant/ Owner John Holler elaborated on the request discussing the benefit of the rezoning and the design of the proposed assisted living facility.

Discussion followed on the construction and design of new buildings on the two parcels, connection of the duplexes, number of beds, plans for parking and traffic concerns.

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

3 individuals spoke in opposition of the item.

1 individual spoke in favor of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Discussion followed on the traffic concerns.

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

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**ORDINANCE NO. 2026-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 1.5 ACRES, BEING OUT OF THE BAYSTONE SUBDIVISION, LOTS 1 AND 2, CURRENTLY ADDRESSED AT 222 & 224 ALVES LANE, FROM R-2 AH (SINGLE-FAMILY AND TWO-FAMILY AIRPORT HAZARD OVERLAY DISTRICT) AND R-2 AH SUP (SINGLE-FAMILY AND TWO-FAMILY AIRPORT HAZARD OVERLAY DISTRICT WITH A SPECIAL USE PERMIT FOR MULTIFAMILY USE) TO C-1A AH (NEIGHBORHOOD BUSINESS AIRPORT HAZARD OVERLAY DISTRICT); 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-1A (Neighborhood 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 alignment with the Land Use Fiscal Analysis**;**

**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 1.5 acres being out of the Baystone Subdivision, Lots 1 and 2, currently addressed at 222 & 224 Alves Lane from R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard Overlay District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard Overlay District); 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 R-2 AH (Single-Family and Two-Family Airport Hazard Overlay District) and R-2 AH SUP (Single-Family and Two-Family Airport Hazard Overlay District with a Special Use Permit for Multifamily Use) to C-1A AH (Neighborhood Business Airport Hazard Overlay District):

Approximately 1.5 acres, being out of the Baystone Subdivision, Lots 1 and 2, 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 27th day of April, 2026.

**PASSED AND APPROVED:** Second reading this 11th day of May, 2026.

**CITY OF NEW BRAUNFELS**

_____
**NEAL LINNARTZ**, Mayor

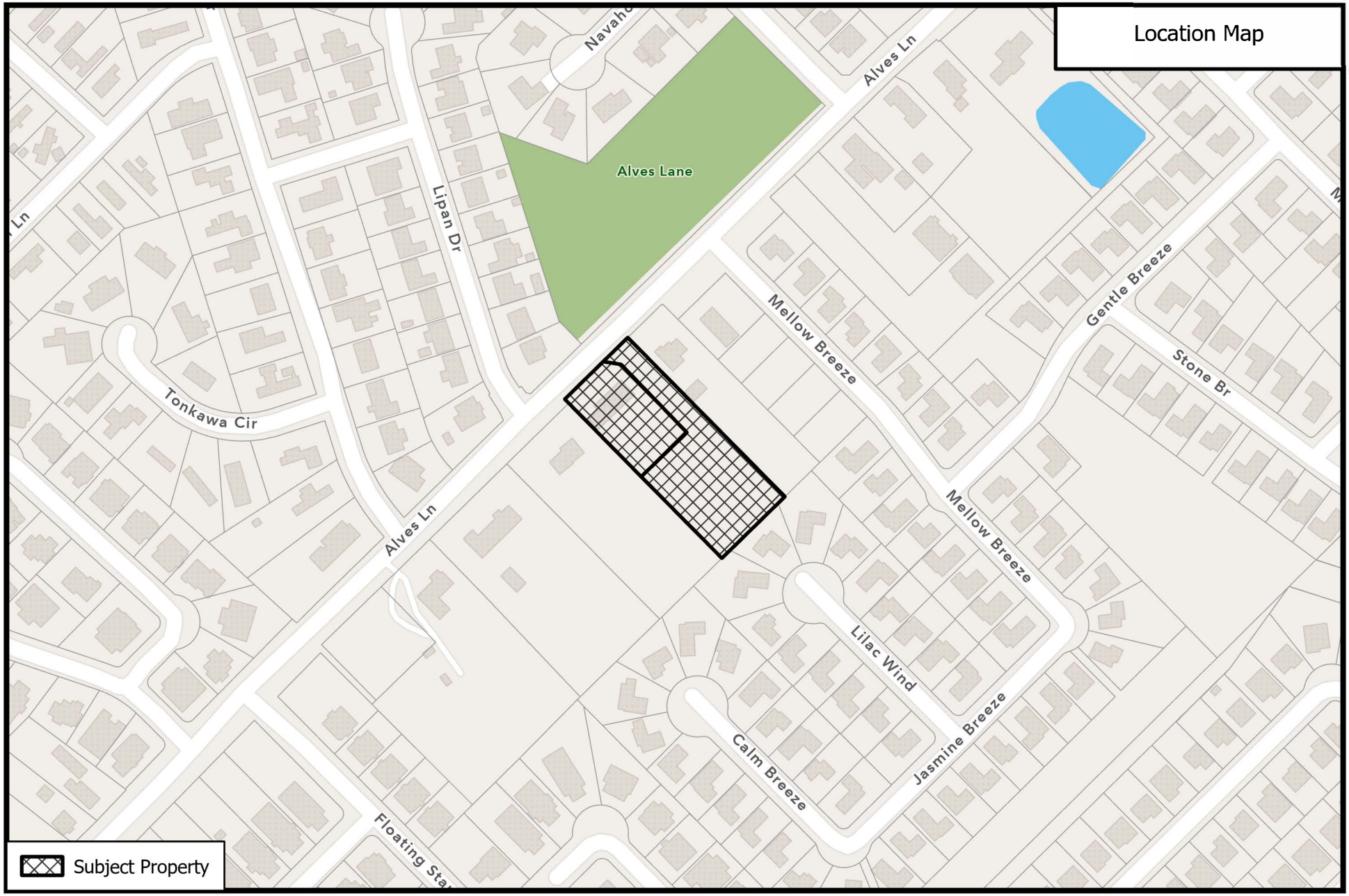
**ATTEST:**

_____
**GAYLE WILKINSON,** City Secretary

**APPROVED AS TO FORM:**

_____
**VALERIA M. ACEVEDO,** City Attorney

# EXHIBIT "A"




City of New Braunfels

**PZ26-0043**

**R-2 AH & R-2SUP AH to C-1A AH**

0 130 260 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\PZ26-0043 - 222 & 224 Alves Ln -

Source: City of New Braunfels Planning
Date: 4/6/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braur officials or employees for any discrepancies, errors, or variances which may

# EXHIBIT "B"

**LOTS 1 AND 2, BAYSTONE SUBDIVISION, RECORDED IN DOCUMENT NO. 200606045436, MAP AND PLAT RECORDS, COMAL COUNTY, TEXAS.**

**SURVEY NOTES:**

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

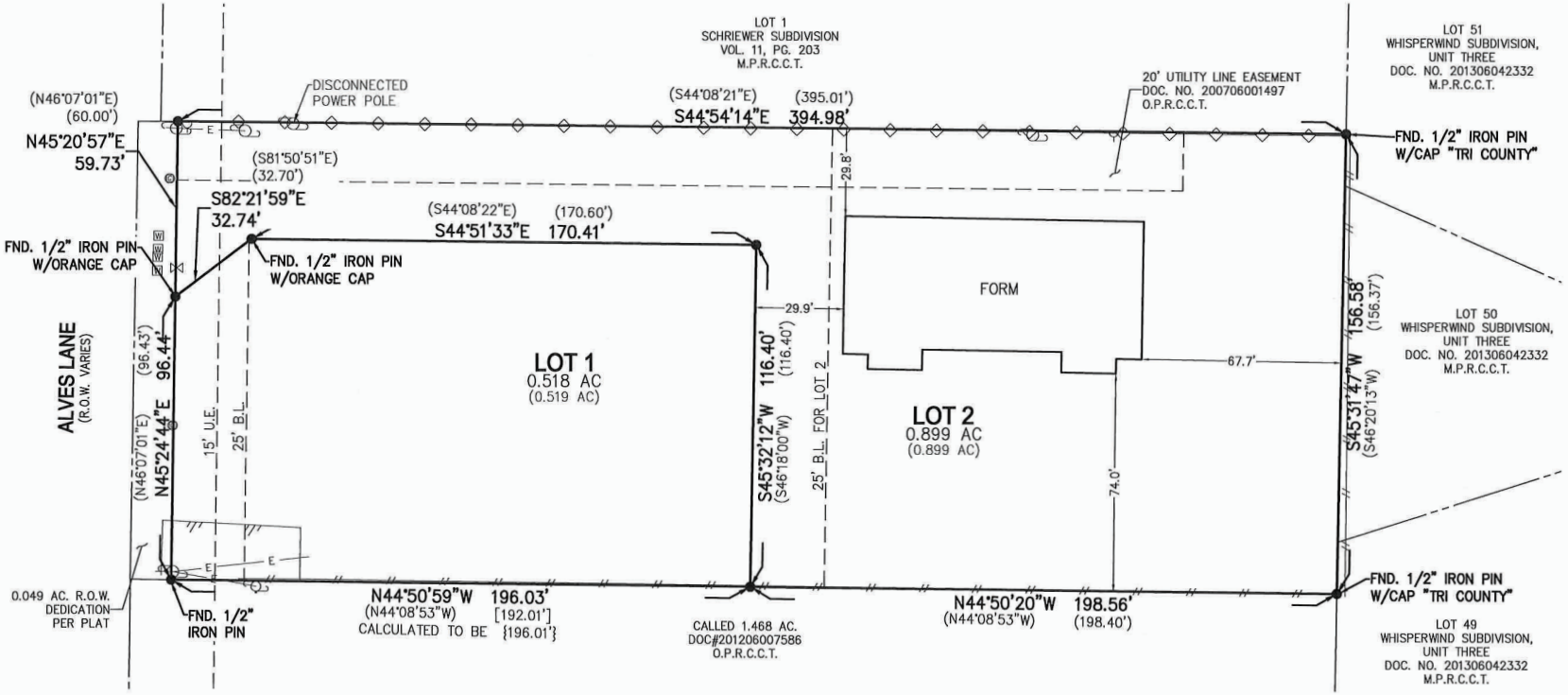
BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

IMPROVEMENTS NOT LOCATED ON LOT 1 FOR THIS SURVEY.

SCALE: 1"=40'

LEGEND:

- ● = FND 1/2" IRON PIN W/CAP STAMPED "4069" UNLESS NOTED OTHERWISE
- B.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- = CLEAN OUT
- = EDGE OF ASPHALT
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- M.P.R.C.C.T. = MAP & PLAT RECORDS OF COMAL COUNTY, TEXAS
- ( ) = RECORD CALLS
- { } = S.I.C. – SCRIPT ERAT DICTUM
- —E— = OVERHEAD ELECTRIC
- = CHAIN LINK FENCE
- = WOOD FENCE
- = POWER POLE W/ CONDUIT
- = POWER POLE
- W = WATER METER
- = WATER VALVE




STATE OF TEXAS
REGISTERED
DOUGLAS B. COTTLE
6149
PROFESSIONAL
LAND SURVEYOR

6 DEC 2021

222 & 222-C ALVES LANE
NEW BRAUNFELS, TEXAS

THIS SURVEY IS CERTIFIED TO:
WAYNE WALL

DRAWN BY: JS
FIELD CREW: GU

HMT ENGINEERING & SURVEYING
290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TBPE FIRM F-10961
TBPLS FIRM 10153600

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION

THIS 22ND DAY OF NOVEMBER 2021

DOUGLAS B. COTTLE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6149

21-1378

Drawing Name: S:\Projects\Title Surveys\Baystone\Lot 1 & 2 - 222 & 222-C Alves Lane\21-1378 FORM.DWG Date: 06, 2021 - 10:14am User: dougcottle

**PRESENTER:**
Jeff Jewell, Director of Economic & Community Development
**SUBJECT:**
Discuss and consider the approval of the Downtown Parking Revenue Reinvestment Annual Plan as recommended by the New Braunfels Downtown Board.
**DEPARTMENT:** Economic & Community Development
**COUNCIL DISTRICTS IMPACTED:** 1, 5

**BACKGROUND INFORMATION:**
The City of New Braunfels launched a managed parking program in Downtown in July 2025 to better manage a limited public resource - parking spaces - and improve access to Downtown destinations. As part of the program, a dedicated Parking Revenue Fund was established to ensure that parking revenue generated in Downtown is reinvested directly back into the district to enhance the visitor experience, support local businesses, and improve the public realm.

Annual parking revenue after program expenses is projected at approximately $373,833, based on $196,000 in net revenue generated from July 2025 through February 2026.

To guide reinvestment decisions, the Downtown Board established a Parking Revenue Advisory Standing Committee. The committee evaluated potential uses for revenue and developed recommendations that were approved by the Downtown Board. On February 9, 2026, the committee identified priority categories for reinvestment and on March 23, 2026, the committee prioritized the categories in the following order of importance:

**1. Pedestrian Safety & Comfort** Projects that enhance walkability, safety, and the pedestrian environment in Downtown, including crosswalk improvements, pedestrian lighting, shade and landscaping, seating, ADA curb improvements, and completion of missing sidewalks.

**2. Improved Parking Experience** Projects that help visitors easily locate parking while improving the overall convenience and experience of visiting Downtown. Examples include wayfinding signage, parking maps, parking lot lighting, parking space striping, and public art or placemaking features.

**3. Additional Parking Supply** Projects to increase available public parking, including reconfiguring existing parking lots to gain additional spaces and leasing private property for public parking opportunities.

The Parking Revenue Committee and the Downtown Board also recommended the creation of a Landscaping and Maintenance Worker position to support a broader Downtown beautification team. This team will work 40 hours per week in Downtown performing cleaning, landscaping, and minor maintenance tasks such as sidewalk and curb cleaning, trash removal, landscaping upkeep, graffiti removal, minor repairs, maintenance of public furnishings, and more.

**ISSUE:**
Maintaining clean, safe, and attractive public spaces is essential to Downtown's image, safety, and day-to-day usability for businesses, residents, and visitors. The proposed Annual Reinvestment Plan directs efforts and specific projects to reinvest parking revenue into Downtown improvements.

**STRATEGIC PLAN REFERENCE:**
☒Economic Mobility ☒Enhanced Connectivity ☒Community Identity
☒Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
The Economic and Community Development Department will oversee implementation of the Parking Revenue Reinvestment Plan and provide quarterly progress reports to the Downtown Board's Parking Revenue Committee.

Consideration of the fund's current balance will be analyzed before advancing specific projects.

The plan supports all five of the City's Strategic Plan goals by improving walkability, supporting placemaking and public art, and reinvesting revenue into quality-of-life improvements in Downtown.

**RECOMMENDATION:**
Staff recommends the approval of the Downtown Parking Revenue Reinvestment Annual Plan.

# Downtown New Braunfels Parking Revenue Reinvestment" Annual Plan – FY 2026-2028

## Summary

This document outlines the Downtown New Braunfels Parking Revenue Reinvestment Annual Plan for fiscal years 2026-2028. This plan is intended as a policy document to ensure that parking revenue is strategically reinvested to enhance the downtown area for residents, businesses, and visitors. It details the Downtown Board's reinvestment priorities, the Downtown Beautification & Maintenance Program, the plan's alignment with city strategic goals, and the program's administration and reporting structure. The financial projections provide a current and projected forecast of anticipated revenue, expenditures, and ending balances.

## Background

The City of New Braunfels launched a managed parking program in Downtown in July 2025. As part of the program, the City established a dedicated Parking Revenue Fund to ensure that parking revenue generated in Downtown was reinvested directly back into the district to enhance the parking and visitor experience, support local businesses, and improve the public realm with focused infrastructure projects.

The managed parking program was implemented to better manage a limited public resource - parking spaces - and to improve access to Downtown destinations. The program is intended to:

- Promote fairness and better use of a limited public resource
- Make convenient parking spaces available to more users
- Improve turnover and access for customers, visitors, and short-stay uses
- Reduce cruising for parking and related congestion
- Prevent the need to overbuild additional parking supply

Annual parking revenue - after program management and enforcement expenses - is projected at approximately $370,000 per year based on net revenue received through the managed parking program from July 2025 through March 2026.

## Reinvestment Priorities

To guide reinvestment decisions, the Downtown Board established a Downtown Parking Revenue Advisory Standing Committee. The committee evaluated potential uses for revenue and developed recommendations that were subsequently approved by the Downtown Board. The three priority reinvestment categories are:

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**Pedestrian Safety & Comfort**
Example projects: crosswalk restriping and enhancements, completion of missing sidewalks, pedestrian safety improvements such as bulbouts and traffic calming improvements, seating and public gathering spaces, trees shade structures and landscaping, and ADA curb improvements

**Improved Parking Experience**
Example projects: restriping of parking spaces including ADA spaces, wayfinding signage and pedestrian kiosks, parking maps and digital resources, parking space striping and lot improvements, public art and placemaking features, parking education efforts, lighting improvements in parking lots and the pedestrian realm

**Additional Parking Supply**
Example projects: reconfiguring existing public parking lots to gain additional spaces, leasing private property for public parking opportunities, due diligence for structured parking solutions

# Downtown Beautification & Maintenance Program

A new Landscaping & Maintenance Worker position was approved by the Downtown Board, working 40 hours per week in Downtown performing:

**Cleaning**

- Sidewalk and curb cleaning
- Trash and debris removal
- Cleaning crosswalk striping benches railings and trash receptacles
- Leaf blowing and debris removal
- Power washing as needed

**Landscaping**

- Tree mulching and landscape maintenance
- Tree removal and replacement
- Planting trimming and installing new landscaping

**Maintenance**

- Minor hardscape repairs such as resetting pavers or repairing benches
- Painting and general maintenance of public fixtures
- Maintenance of public furnishings and amenities
- Banner installation and seasonal décor
- Graffiti abatement and migratory bird abatement

These services ensure that the Downtown area remains attractive, safe, and welcoming while preserving the condition of public infrastructure.

# Alignment with City Strategic Goals

This Revenue Reinvestment Plan supports the City's Strategic Plan goals of Enhanced Connectivity, Community Identity, Organizational Excellence, and Community Well-Being. Planned investments will improve walkability and pedestrian safety, enhance placemaking

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through landscaping and public art, and leverage cross-department collaboration to deliver visible improvements in Downtown using diversified revenue sources. These efforts contribute to an improved quality of life for residents, businesses, and visitors while reinforcing Downtown New Braunfels as a vibrant and welcoming community destination.

# Program Administration and Reporting

The Economic and Community Development (ECD) Department will oversee implementation of the Parking Revenue Reinvestment Plan. Responsibilities include:

- Hosting monthly coordination meetings with the beautification team to identify focus areas and develop work plans
- Conducting routine inspections and responding to maintenance issues as they arise
- Implementing projects within the priority categories identified by the Downtown Board
- Prioritizing projects that can be completed efficiently while delivering visible improvements
- Preparing quarterly progress reports for the Downtown Board's Parking Revenue Committee summarizing completed projects maintenance activities and reinvestment outcomes

The program will also maintain flexibility to address weather-related damage, emergency repairs, and other maintenance needs as they arise or are identified.

# Financial Projections (FY 2025-2028)

The following charts provide a breakdown of projected revenue, expenditures, and balances for the Downtown New Braunfels Parking Revenue Reinvestment Plan over the next three fiscal years. All figures are estimates and subject to change based on actual revenue and project costs.

**Revenue Breakdown**

| Fiscal Year | Revenue Available for Reinvestment |
|---|---|
| 2025-2026 | $373,833 |
| 2026-2027 | $391,311 |
| 2027-2028 | $399,183 |

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**Expenditure Categories**

| Fiscal Year | Pedestrian Safety & Comfort | Improved Parking Experience | Parking Supply |
|---|---|---|---|
| 2025-2026 | $243,750 | $45,000 | $50,000 |
| 2026-2027 | $280,000 | $65,000 | $65,000 |
| 2027-2028 | $216,500 | $75,000 | $65,000 |

""

**Projected Ending Balance**

| Fiscal Year | Projected Ending Balance |
|---|---|
| 2025-2026 | $35,083 |
| 2026-2027 | $16,394 |
| 2027-2028 | $59,077 |

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**PRESENTER:**
Jessica Williams, Chief Financial Officer (NBU)

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

**DEPARTMENT:** NBU

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**

During May 15, 2025, Budget Workshop, staff presented a financing plan that included issuing up to $215.1 million in bonds for Fiscal Year 2026 capital projects and continuing the commercial paper program to maintain liquidity and funding flexibility. The Board subsequently approved the FY 2026 Budget and Five-Year Financial Plan through FY 2030 at its June 26, 2025, meeting, including the planned debt issuances.

Staff have since determined that refunding outstanding commercial paper notes with long-term debt will restore commercial paper capacity needed to support planned FY 2026 expenditures. With several major projects underway, staff recommend proceeding with the Series 2026 bond issuance.

The proposed issuance includes:

- Up to $90 million for potential refunding of the Series 2015, Series 2016, and Series 2018 bonds, and refunding of up to $75 million of commercial paper notes.
- $175 million to fully fund the NBU Headquarters project in a single issuance, avoiding multiple future financings.
- Up to $15 million for reserve funding and capitalized interest, if needed.

Refunding the commercial paper notes is consistent with NBU Financial Policy, which provides for conversion of commercial paper to long-term debt when authorized capacity is substantially utilized. This action also replenishes commercial paper capacity for future needs.

The Board, at its April 30, 2026, Board Meeting, authorized NBU staff, financial advisor and bond counsel to begin the bond offering process and preparation of documents relating to the issuance of up to $355.1 million in revenue bonds.

Because the City is a qualified issuer under Texas Government Code Chapter 1371, City Council may delegate final pricing authority within established parameters. Section 1207.007 also permits delegation of the refunding component. This approach allows the City and NBU to respond efficiently to market conditions without requiring additional Board or City Council meetings at the time of pricing. NBU has successfully used this process in prior bond issuances.

Proposed Parameters:

1. Maximum principal amount: $355,145,000
2. Final maturity: No later than July 1, 2060
3. Maximum interest rate: 6.0%
4. Minimum refunding savings: 2.0% net present value

**ISSUE:**
The Board, at its April 30, 2026, Board Meeting, authorized NBU staff to proceed with the necessary steps for the issuance of up to $355.1 million in revenue bonds.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
There is no direct impact to the City of New Braunfels from the issuance of the bonds described above.
**RECOMMENDATION:**
NBU staff recommends approval of the ordinance.

ORDINANCE NO. 2026-__

AN ORDINANCE authorizing the issuance of "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE AND REFUNDING BONDS, SERIES 2026"; pledging the net revenues of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; delegating matters relating to the sale and issuance of said Bonds to authorized City and Systems officials and providing an effective date.

WHEREAS, the City Council of the City of New Braunfels, Texas (the "City") has heretofore authorized by ordinance and provided for the issuance of "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A" and "City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019B" (collectively, the "Commercial Paper Notes"); and

WHEREAS, the Council hereby finds and determines that the Commercial Paper Notes in the aggregate principal amount set forth in the Pricing Certificate should be refunded and refinanced into long term obligations at this time (such Commercial Paper Notes to be refunded being hereinafter collectively referred to as the "Refunded CP Notes") for the purpose of replacing such Refunded CP Notes with long-term fixed rate debt, and further finds and determines that the issuance of the bonds herein authorized is in the best interests of the City and that the manner in which the refunding of the Refunded CP Notes is being executed does not make it practicable to make the determination required by Texas Government Code, Section 1207.008(a)(2) in connection with the Refunded CP Notes; and

WHEREAS, the City Council of the City has heretofore issued, sold, and delivered, and there is currently outstanding, obligations more particularly described as follows: "City of New Braunfels, Texas Utility System Revenue Bonds, Series 2015" dated January 15, 2015 (the "Series 2015 Bonds"), the "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016" dated March 1, 2016 (the "Series 2016 Bonds") and the "City of New Braunfels, Texas Utility System Revenue Bonds, Series 2018" dated April 1, 2018 (the "Series 2018 Bonds"); and

WHEREAS, the City Council hereby finds and determines that certain maturities of the Series 2015 Bonds, Series 2016 Bonds, and Series 2018 Bonds in the aggregate amount set forth in the Pricing Certificate (collectively, the "Refunded Bonds") should be refunded and refinanced to achieve debt service savings; and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the City Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded CP Notes and the Refunded Bonds, as appropriate, or other authorized depository, and such deposits, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded CP Notes and the Refunded Bonds (collectively, the "Refunded Obligations"); and

WHEREAS, in combination with the revenue bonds issued to refund the Refunded Obligations, the City Council further finds and determines that revenue bonds in the principal amount as provided in the Pricing Certificate hereinafter referenced should be issued for the purpose of providing funds for improvements, extensions and repairs to the City's Waterworks, Sewer and Electric Light and Power Systems and facilities as authorized by the provisions of Texas Government Code, Chapter 1502, as amended; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Texas Government Code, Chapters 1207 and 1371, as amended (with respect to the bonds issued for refunding purposes) and Texas Government Code, Chapter 1371, as amended (with respect to bonds issued for new money purposes), delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued by the execution of one or more pricing certificates (each a "Pricing Certificate"), negotiate the terms of sale thereof and determine the principal amount of Refunded Obligations to be refunded and the bonds issued for new money purposes; and

WHEREAS, the City Council hereby further finds and determines that all of such revenue bonds can and should be issued on a parity with the outstanding and unpaid revenue bonds of the City (hereinafter called and defined as "Previously Issued Bonds") payable from and secured by a parity lien on and pledge of the Net Revenues of the System in that (i) the Chief Executive Officer of the System (as hereinafter defined) will execute a certificate stating (a) that, to the best of his knowledge and belief, the City is not now in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues of the System and (b) payments into all special funds or accounts created and established for the payment and security of all outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System have been made and the amounts on deposit in such special funds or accounts are the amounts now required to be on deposit therein; (ii) the bonds herein authorized shall be scheduled to mature as to principal on July 1 in each year; (iii) the City has secured or can secure a certificate or opinion of a Certified Public Accountant to the effect that, according to the books and records of the City, the "Net Earnings" of the System, for the last completed Fiscal Year, are at least equal to 1.40 times the average annual requirement for the payment of principal of and interest on all outstanding "Bonds Similarly Secured" (hereinafter defined) after giving effect to the issuance of the bonds herein being issued and (iv) this ordinance shall provide for (a) additional amounts to be deposited in the "Bond Fund" to pay principal and interest on the bonds herein authorized and (b) the amount to be accumulated in the Reserve Fund to be equal to not less than the average annual requirement for the payment of principal of and interest on all "Bonds Similarly Secured" to be outstanding after the issuance of the bonds herein authorized and any additional amount to be maintained therein shall be accumulated within 60 months from the date of the bonds herein authorized are delivered; now, therefore,

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

SECTION 1: Authorization - Designation- Principal Amount-Purpose. Revenue and refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount set forth in the Pricing Certificate, to be designated and bear the title "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE AND REFUNDING BONDS, SERIES 2026" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for (i) the

discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and finally identified in the Pricing Certificate and referred to as the "Refunded Obligations"), (ii) improvements, extensions and repairs to the City's waterworks, sewer and electric light and power systems and facilities, (iii) funding the Reserve Fund, and (iv) paying costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207, 1371 and 1502, as amended.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rate(s). The Bonds shall be issued in one or more series as fully registered obligations only, shall be dated as provided in the Pricing Certificate (the "Bond Date"), shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on July 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the details set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date(s) specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on January 1 and July 1 in each year, commencing on the date set forth in the Pricing Certificate, until maturity or earlier redemption.

SECTION 3: Delegation of Authority to Pricing Officers. (a) As authorized by Chapters 1207 and 1371 (with respect to bonds issued for refunding purposes) and 1371 (with respect to bonds issued for new money purposes), Texas Government Code, as amended, the City Manager of the City and the Chief Executive Officer, or the Chief Financial Officer of the System (any two, jointly, the "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining the aggregate principal amount of the Refunded Obligations to be refunded, determining the aggregate principal amount of the Bonds, the principal amount to be issued for new money purposes and the principal amount to be issued for refunding purposes, as applicable, 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 manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the 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, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of an escrow agent satisfying the requirements of Chapter 1207, if any, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section 48 hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $315,615,000, consisting of not to exceed $190,000,000 of Bonds issued for new money purposes and not to exceed $125,615,000 of Bonds issued for refunding purposes;

(ii) the refunding of the Refunded Bonds must produce a net present value debt service savings of at least 3.00%, net of any City contribution;

(iii) the maximum interest rate for the Bonds shall not exceed 6.00%; and

(iv) the maximum maturity date of the Bonds shall not exceed July 1, 2060.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds may be issued in one or more series and shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of _____, _____, _____ to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement (the "Paying Agent/Registrar Agreement"), substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The President of the Board of Trustees and Secretary to the Board of Trustees or the City Manager, the Chief Executive Officer of the System, or the Chief Financial Officer of the System are each hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by

United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar initially in _____, _____ or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the 15th day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer 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 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.

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 Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds-Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 32 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representation, by and between the City and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the

Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), with a manual or facsimile signature of the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount shown in the Pricing Certificate with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and

endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED NO._____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NEW BRAUNFELS, TEXAS,
UTILITY SYSTEM REVENUE AND REFUNDING BOND,
SERIES 2026

| Bond Date: | Interest Rate: | Stated Maturity: | CUSIP NO. |
|---|---|---|---|
| _____ | _____% | July 1, 20____ | _____ |

Registered Owner:

Principal Amount:

The City of New Braunfels (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Comal and Guadalupe, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the [Bond Date][date of the initial delivery of the Bonds] at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 1 and July 1 in each year, commencing July 1, 20____ until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America

which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer 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 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 the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds"), for the purpose of providing funds for (i) the discharge and final payment of certain outstanding obligations of the City (identified in the Ordinance and finally identified in the Pricing Certificate and referred to as the "Refunded Obligations"), (ii) improvements, extensions and repairs to the City's waterworks, sewer and electric light and power systems and facilities, (iii) funding the Reserve Fund and (iv) paying costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207, 1371 and 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

**[**The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Bond Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

| Term Bonds due July 1, 20__ | | Term Bonds due July 1, 20__ | |
|---|---|---|---|
| Redemption Date | Principal Amount | Redemption Date | Principal Amount |

The particular Term Bonds of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like stated maturity which, at least 50 days prior to the 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 or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

The Bonds maturing on and after July 1, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on July 1, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion

of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless 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 may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if 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.

The Bonds are special obligations of the City payable solely from, and, together with outstanding Previously Issued Bonds (identified and defined in the Ordinance), equally and ratably secured by a first lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems (the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from, and, together with the Bonds and Previously Issued Bonds, equally and ratably secured by a parity lien on and pledge of, the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the payment of the Bonds; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the

Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of 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 Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Net Revenues of the System as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF NEW BRAUNFELS, TEXAS

_____
Mayor

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS ( REGISTER NO. _____
THE STATE OF TEXAS (

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 duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

(Seal)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in _____, _____ is the Designated Payment/Transfer Office for this Bond.

_____, _____, _____, as Paying Agent/Registrar

By: _____
Authorized Signature

Registration Date:

_____

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)_____ _____(Social Security or other identifying number_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

_____
Signature guaranteed:

_____
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

REGISTERED
NO._____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NEW BRAUNFELS, TEXAS,
UTILITY SYSTEM REVENUE AND REFUNDING BOND,
SERIES 2026

Bond Date:

_____

Registered Owner:

Principal Amount:

The City of New Braunfels (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Comal and Guadalupe, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, from the revenues hereinafter identified, the Principal Amount hereinabove stated

on July 1 in each of the years and in principal installments in accordance with the following schedule:

| Year of Stated Maturity | Principal Amount | Interest Rates |
|---|---|---|

(Information to be inserted from the Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the Bond Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 1 and July 1 in each year, commencing ____ 1, 20___ until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____, _____, _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated office initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer 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 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.

SECTION 10: Definitions. For all purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues to the payment of the Bonds, the following definitions are provided:

(a) The term "Additional Bonds" shall mean the additional parity revenue obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 22 hereof.

(b) The term "Board of Trustees" shall mean the "Board of Trustees of the New Braunfels Utilities" which, pursuant to Texas Government Code, Section 1502.070, et seq., the Charter of the City of New Braunfels, the ordinances authorizing the issuance of the Previously Issued Bonds and this Ordinance, is responsible for the complete management and control of the System.

(c) The term "Bonds" shall mean the "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2026", dated as provided in the Pricing Certificate and authorized by this Ordinance.

(d) The term “Bonds Similarly Secured” shall mean the Previously Issued Bonds, the Bonds and Additional Bonds.

(e) The term “Commercial Paper Notes” shall initially mean the “City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A” and “City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019B” in the aggregate principal amount of $75,000,000 and upon the defeasance of the Refunded Notes and upon initial issuance, shall mean the "City of New Braunfels, Texas Utility Revenue System Commercial Paper Notes, Series 2026A and Series 2026B in the aggregate principal amount of $125,000,000.

(f) The term “Escrow Agreement” shall mean any deposit or escrow agreement between the City and an escrow agent designated in the Pricing Certificate, which may include the issuing and paying agent for the Refunded Obligations, authorized in accordance with terms hereof.

(g) The term “Fiscal Year” shall mean the twelve-month financial accounting period used for the operations of the System now ending on July 31 of each year; provided, however, the City Council, by passage of an ordinance, may change the Fiscal Year to another period of not less than twelve (12) calendar months.

(h) Unless otherwise provided in the Pricing Certificate, the term “Government Obligations” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City 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 on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

(i) The term “Program Notes” shall mean the “City of New Braunfels, Texas, Utility System Program Notes, Taxable Series 2021” in the principal amount not to exceed $75,000,000.

(j) The term “Net Revenues” shall mean the gross revenues of the System, less current expenses of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such repairs and extensions as in the judgment of the Board of Trustees, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining “Net Revenues”. Payments pursuant to contracts for the purchase of power and energy, supply of water and other materials, goods or services for the System to the extent authorized by law and the provisions of such contracts are also included and defined as operating and maintenance expenses of the System.

(k) The term “Outstanding” shall mean when used in this Ordinance with respect to Bonds or Bonds Similarly Secured means, as of the date of determination, all Bonds theretofore issued and delivered, except:

(1) those Bonds or Bonds Similarly Secured cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 30 hereof; and

(3) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 32 hereof or similar provisions with respect to Bonds Similarly Secured.

(l) The term "Previously Issued Bonds" shall mean the outstanding and unpaid bonds of the following series:

(1) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2004", dated January 15, 2004, and issued in the original principal amount of $10,337,595.90,

(2) ["City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015," dated January 15, 2015, and issued in the original principal amount of $26,870,000,

(3) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016," dated March 1, 2016, and issued in the original principal amount of $62,235,000,

(4) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2018," dated April 1, 2018, and issued in the original principal amount of $45,200,000,]

(5) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2020," dated May 1, 2020, and issued in the original principal amount of $88,100,000,

(6) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2021," dated July 1, 2021, and issued in the original principal amount of $68,250,000,

(7) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022," dated July 1, 2022, and issued in the original principal amount of $73,855,000,

(8) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2022A," dated September 1, 2022, and issued in the original principal amount of $40,000,000,

(9) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2024," dated January 15, 2024, and issued in the original principal amount of $118,745,000,

(10) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025," dated May 15, 2025, and issued in the original principal amount of $82,590,000,

(11) "City of New Braunfels, Texas, Utility System Revenue Bonds, Taxable Series 2026A (Texas Water Development Board - Drinking Water State Revolving Fund Lead Service Line Replacement Program)," dated June 1, 2026, and issued in the original principal amount of $490,000, and

(12) Upon issuance, the Bonds.

(m) The term "System" shall mean the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems, and shall be construed to mean all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City of New Braunfels through purchase, construction or otherwise, and used in connection with said System, and in any wise appertaining thereto, whether situated within or without the limits of said City.

SECTION 11: Pledge. The City hereby covenants and agrees that the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged, equally and ratably, to the payment and security of the Previously Issued Bonds, the Bonds, and Additional Bonds, if issued, including the establishment and maintenance of the special funds created and established for the payment and security thereof, all as hereinafter provided, and it is hereby ordained that the Bonds Similarly Secured, and the interest thereon, shall constitute a first lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Bonds and the pledge of the Net Revenues of the System granted by the City under this Section 11, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 11 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered 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 Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 12: Rates and Charges. For the benefit of the Holders of the Bonds and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City Council and Board of Trustees agree and covenant, while any of the Bonds are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected on the basis of available information and experience and with due allowance for contingencies to provide revenues in each Fiscal Year sufficient to pay:

(a) all operating, maintenance, depreciation, replacement, betterment and interest charges and other costs incurred in the maintenance and operation of the System as referenced

in Section 10(j) or required by statute to be a first claim on and charge against the revenues of the System, and

(b) the principal of and interest on the Previously Issued Bonds and the Bonds and make all required payments to the special funds created for the payment and security of the Bonds Similarly Secured.

SECTION 13: Special Fund Designations. The City acting through the Board of Trustees covenants and agrees that the following special funds or accounts heretofore created for the payment and security of Bonds Similarly Secured are hereby reaffirmed and shall continue to be maintained while the Bonds are Outstanding, to wit:

(a) Special Utility System Revenue Bond Interest and Sinking Fund, hereinafter called the "Bond Fund", which Fund is and shall continue to be maintained at an official depository bank of the City selected by the Board of Trustees, and moneys deposited in this Fund shall be used to pay principal of and interest on the Bonds Similarly Secured when and as the same becomes due and payable.

(b) Special Utility System Revenue Bond Reserve Fund, hereinafter called "Reserve Fund", which Fund is and shall continue to be maintained at an official depository bank of the City selected by the Board of Trustees, and moneys deposited in this Fund shall be used to pay principal of and/or interest on the Bonds Similarly Secured falling due at any time when moneys in the Bond Fund are insufficient for such purpose and to retire the last of the Bonds Similarly Secured that are outstanding.

SECTION 14: Utility System Fund. The City hereby covenants and agrees that all revenues of every nature derived from the operation and ownership of the System shall be kept separate and apart from other funds of the City, and, in accordance with the ordinances authorizing the issuance of the Previously Issued Bonds, all such revenues of the System, as collected and received by the Board of Trustees, shall be deposited into an account designated the "Utility System Fund" (heretofore created and established and hereinafter called "System Fund"), which account is and shall continue to be kept and maintained at an official depository bank of the City and the Board. All revenues in the System Fund shall be pledged and appropriated to the extent required for the following uses and in the order of precedence shown:

FIRST: To the payment of all necessary and reasonable maintenance and operation expenses of the System, as referenced in Section 10(j) hereof or required by statute to be a first charge on and claim against the revenues of the System.

SECOND: To the payment of the amounts required to be deposited in the special Funds created and maintained for the payment and security of the Bonds Similarly Secured, including the establishment and maintenance of the Required Reserve (hereinafter defined in Section 16 hereof) in accordance with the provisions of the ordinances authorizing the issuance of Bonds Similarly Secured.

THIRD: To the payment of other obligations or indebtedness payable from and secured by a lien on and pledge of the Net Revenues of the System that is junior and subordinate to the lien and pledge securing the payment of the Bonds Similarly Secured.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used by the Board of Trustees for any purpose now or hereafter permitted by law, including a transfer to the City's general fund as permitted by Texas Government Code, Section 1502.058, as amended.

SECTION 15: Bond Fund. In addition to the deposits to the Bond Fund for the payment of the Previously Issued Bonds, the City hereby covenants and agrees, and the Board of Trustees is hereby directed, to deposit into the Bond Fund prior to each principal and interest payment date for the Bonds from the Net Revenues of the System a sum equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds then falling due, such deposits to pay maturing principal and accrued interest on the Bonds to be made in substantially equal monthly amounts on or before the last day of the month beginning the month the Bonds are delivered to the initial purchasers.

The monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made until such time as (i) the total amount on deposit in the Bond Fund and Reserve Fund is equal to the amount required to pay all outstanding Bonds Similarly Secured or (ii) the Bonds are no longer Outstanding.

Accrued interest, if any, received from the purchaser of the Bonds shall be deposited in the Bond Fund, and may be taken into consideration and reduce the amount which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

SECTION 16: Reserve Fund. The City hereby covenants and agrees, and the Board of Trustees is hereby directed, to accumulate, and, when accumulated, to continuously maintain in the Reserve Fund an amount equal to at least the average annual principal and interest requirements of the Bonds Similarly Secured (calculated on a Fiscal Year basis as of the date the last series of Bonds Similarly Secured outstanding were delivered), which amount is hereby referred to as the "Required Reserve".

In accordance with the provisions of the ordinances authorizing the issuance of the Previously Issued Bonds, by reason of the issuance of the Bonds, the total amount required to be accumulated and maintained in the Reserve Fund shall be as provided in the Pricing Certificate, which amount shall be equal to not less than the Required Reserve. Any amount due to the Reserve Fund by reason of the issuance of the Bonds may be deposited to the Reserve Fund as provided in the Pricing Certificate, including the accumulation of the Required Reserve amount over a period of not to exceed sixty months from the date of the Pricing Certificate.

Subject to the provisions of the preceding paragraph, so long as the money and investments in the Reserve Fund total not less than the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Reserve (after giving effect to the accumulation of the Required Reserve as provided in the Pricing Certificate), the City covenants and agrees, and the Board of Trustees is hereby directed, to cure the deficiency in the Required Reserve within twelve months from the date the deficiency in funds occurred with available Net Revenues of the System pledged to the payment of the Bonds, and the City, acting through the Board of Trustees, hereby covenants and agrees that, subject to the required payments to the Bond Fund for Bonds Similarly Secured, the Net Revenues of the System remaining in the System Fund shall be applied and appropriated and used to establish and maintain the Required Reserve and to cure any deficiency in such

amount, as required by the terms of this Ordinance and any other ordinance pertaining to Bonds Similarly Secured.

The City, acting through the Board of Trustees, may, at its option, withdraw all surplus in the Reserve Fund in excess of the Required Reserve and deposit the same in the System Fund.

To the extent permitted by law, the City expressly reserves the right at any time to satisfy all or any part of the Required Reserve by obtaining for the benefit of the Reserve Fund one or more Reserve Fund Surety Policies (a "Reserve Fund Surety Policy"). In the event the City elects to substitute a Reserve Fund Surety Policy for any funded amounts in the Reserve Fund, it may apply any bond proceeds thereby released, to the greatest extent permitted by law, to any of the purposes for which such funds may lawfully be applied, including the payment of debt service on the Bonds Similarly Secured. A Reserve Fund Surety Policy shall be an insurance policy or other similar guarantee in a principal amount equal to the portion of the Required Reserve to be satisfied which is issued by a financial institution or insurance company or other entity that is rated either for the long term unsecured debt of the issuer of such surety bond or for obligations insured, secured or guaranteed by such issuer have a rating in the highest letter category by one or more major municipal securities rating or evaluation services. The premium for any such policy may be paid from bond proceeds or other funds of the City lawfully available for such purpose. Any reimbursement of amounts drawn against a Reserve Fund Surety Policy shall be limited to the amounts actually paid under such policy, and such right to reimbursement shall never constitute a separate obligation independent of the Bonds.

SECTION 17: Payment of Bonds. While any of the Bonds are Outstanding, the Board of Trustees shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds. The Paying Agent/Registrar shall cancel or destroy all paid Bonds, and furnish the Board of Trustees with an appropriate certificate of cancellation or destruction.

SECTION 18: Investment of Funds. Moneys in any Fund required to be maintained pursuant to this Ordinance may, at the option of the Board of Trustees, be placed in time deposits or certificates of deposit secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type authorized by the laws of the State of Texas for the security of public funds insofar as the System Fund is concerned and by obligations of the type hereinafter described insofar as the Bond Fund and Reserve Fund are concerned, or be invested, in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association or such other investments as are permitted by the investment policies of the Board of Trustees; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of a certain date within 60 days of the close of the

Fiscal Year. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. When the Required Reserve is fully established, all interest and interest income derived from deposits and investments in the Reserve Fund immediately shall be credited and deposited in the System Fund as the same are received, otherwise such interest and interest income shall remain in the Reserve Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds Similarly Secured.

SECTION 19: Deficiencies in Funds. If in any month the City acting through the Board of Trustees shall, for any reason, fail to pay into the Bond Fund and Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated Net Revenues of the System in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into said Funds during such month or months.

SECTION 20: Excess Revenues. Any Net Revenues of the System in excess of those required to fully establish and maintain the special funds created for the payment and security of the Bonds Similarly Secured may be used for the redemption of the Bonds Similarly Secured, or may be appropriated and used by the Board of Trustees for any purpose now or hereafter permitted by law, including a transfer to the City's general fund as permitted by Texas Government Code, Section 1502.058, as amended; provided, such transfer of money to the general fund of the City does not impair the ability of the Board of Trustees to make subsequent deposits to the special Funds created for the payment and security of the Bonds Similarly Secured.

SECTION 21: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds and as otherwise prescribed herein.

SECTION 22: Issuance of Additional Parity Bonds. The City hereby reserves the right hereafter to issue additional parity obligations (herein called "Additional Bonds") payable from and, together with the Previously Issued Bonds and the Bonds, equally secured by a parity first lien on and pledge of the Net Revenues of the System, and the Previously Issued Bonds, the Bonds and Additional Bonds shall be in all respects of equal dignity. The Additional Bonds may be issued in one or more installments; provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Chief Executive Officer (or other official having primary responsibility for the fiscal affairs of the System) shall have executed a certificate stating (i) that the City is not then in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues of the System and (ii) payments into all special funds or accounts created and established solely for the payment and security of any outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System have been duly made and that the amounts on deposit in such special funds or accounts are the amounts then required to be deposited therein.

(b) The Additional Bonds shall be scheduled to mature or be payable as to principal on July 1 or January 1 (or both) in each year the same are to be outstanding or during the term thereof.

(c) The City has secured from a Certified Public Accountant a certificate or opinion to the effect that, according to the books and records of the City, the Net Earnings of the System for the preceding Fiscal Year or for any 12 consecutive months out of the 15 months immediately preceding the month the ordinance authorizing the Additional Bonds is adopted are at least equal to one and forty hundredths (1.40) times the average annual requirement for the payment of principal of and interest on all outstanding Bonds Similarly Secured after giving effect to the Additional Bonds then proposed. The term "Net Earnings" as used herein, shall mean all income and revenues derived from the operation and ownership of the System (including income and earnings from the investment of moneys in any special fund created for the payment and security of the Bonds Similarly Secured) less expenses for the maintenance and operation thereof, but not deducting depreciation or other expenditures which, under generally accepted accounting principles, should be charged to capital expenditures.

(d) The ordinance authorizing the issuance of the Additional Bonds provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as same mature.

(e) The ordinance authorizing the issuance of the Additional Bonds provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement for the payment of principal of and interest on all Bonds Similarly Secured then to be outstanding after giving effect to the issuance of the proposed Additional Bonds, and provides that any additional amount to be maintained in the Reserve Fund shall be accumulated within sixty (60) months from the date the Additional Bonds are delivered.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the governing body of the City may deem to be in the best interest of the City and its inhabitants, and if less than all such outstanding revenue bonds are refunded the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section and the Accountant's certificate or opinion required in subdivision (c) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the bonds being refunded following their cancellation or provision being made for their payment).

SECTION 23: Issuance of Inferior Lien Obligations. The City retains the right to create and issue obligations payable from and secured by a lien on the pledge of the Net Revenues of the System junior and subordinate to the lien and pledge securing the payment of the Bonds Similarly Secured.

SECTION 24: Management and Control of System. Pursuant to authority contained in Texas Government Code, Section 1502.051, et seq, and by the Charter of the City of New Braunfels, Texas, the complete management and control of the System, during such time the Net Revenues of the System may be encumbered pursuant to this Ordinance and the ordinances authorizing the Previously Issued Bonds, shall be in the hands of a Board of Trustees to consist of five freeholders of the City of New Braunfels, one of whom shall be the Mayor of the City, to be known as the "Board of Trustees of the New Braunfels Utilities", in which name said Board of Trustees shall act and transact business, hereinafter referred to as the "Board of Trustees".

All members of the Board of Trustees shall be appointed by the governing body of the City of New Braunfels, Texas, to serve for five (5) year terms of office with such term of office to commence on December 1; provided that vacancies in office for any reason other than the expiration of a trustee's term of office, shall be filled only for the unexpired term of the office vacant. Furthermore, any member of the Board of Trustees whose term of office has expired

shall continue to serve as a member of the Board until his successor in office has been appointed or elected. Appointments to the Board of Trustees resulting from the expiration of a member's term of office shall be made by the governing body of the City of New Braunfels in November each year in which the term of office to be filled shall expire, or as soon as possible thereafter.

The members of the Board of Trustees shall continue to organize their body by the election of one of its members as President and another as Vice President; the Board shall also appoint a Secretary who may or may not be a member of said Board, as said Board may elect. The Board of Trustees may make such resolutions and by-laws for the orderly handling of its affairs and the governing of its own procedure, and shall thereafter manage and operate the Systems with the same freedom and in the same manner ordinarily as enjoyed and followed by the Board of Directors of a private corporation operating properties of a similar nature; provided, however, that nothing in this Section shall be construed to take away from the City Council of the City of New Braunfels the exercise of any duty imposed upon said governing body under the provisions of the other Sections of this Ordinance and/or the Charter of the City of New Braunfels. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting.

The Board of Trustees shall obtain and keep continually in force an employee's fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount of not less than $5,000.00 per person. The premiums of such bonds shall be paid from the System's Revenues and shall constitute operating expenses of the System.

The Board of Trustees shall elect and appoint a Chief Executive Officer and an attorney or attorneys. The Chief Executive Officer shall appoint all employees. Unless waived by the Board members, the members of the Board, other than the Mayor of the City, shall receive an annual compensation of not less than Twelve Hundred Dollars ($1,200.00) and such compensation may be increased from time to time by the City Council as it is deemed advisable, subject to the limitations set out in the Charter of the City of New Braunfels. The members of the Board of Trustees, either singly or collectively, shall not be personally liable for any act or omission not willfully fraudulent or mala fide. Any member of the Board of Trustees, other than the Mayor of the City, who shall be continuously absent from all meetings of the Board for a period of four consecutive months shall, unless he shall have been granted a leave of absence by the unanimous vote of the remaining members of the Board, be considered to have vacated his office. Any member of the Board of Trustees, other than the Mayor of the City, may be removed only by action of the governing body of the City for adequate cause.

Subject to the provisions and restrictions contained in this Ordinance and the City Charter, all of the provisions and covenants of which shall be binding upon the Board of Trustees in like manner as they would have been binding on the City Council of the City of New Braunfels, had management and control of the System been retained by the City Council, the Board of Trustees shall have complete authority and control of the management and operation of the System; and among the powers that may be exercised by the said Board of Trustees, but not limited thereto, the same are hereby enumerated for greater certainty:

(a) To take, have and exercise exclusive possession and control of the System and all additions thereto, and to collect, and enforce the collection of all funds and revenues that may be or become owing or that may arise out of the operation of the System, and to disburse the same in accordance with the provisions of this Ordinance and Sections 1502.070 and 1502.071, Texas Government Code, as amended;

(b) To maintain, improve, enlarge and extend the Waterworks, Sanitary Sewer and Electric Light and Power Systems;

(c) To fix, alter and amend all rates for all services to be furnished by said System, subject to approval and confirmation of the City Council;

(d) To employ and pay the compensation of a Chief Executive Officer and attorneys, engineers and other professional or technical aides as said Board of Trustees may deem necessary in the proper conduct of the business of the System;

(e) To adopt, alter, amend and enforce all such rules and regulations governing the conduct of the business of the System as said Board of Trustees may deem necessary or proper; and

(f) To do any and all things necessary in reference to the installing and maintaining of a complete system of records and accounts pertaining to the operations of the System and to provide Net Revenues for the payment of the Bonds Similarly Secured and other special obligations of the System in the manner provided by Texas Government Code, Section 1502.057, as amended, and other applicable laws and in accordance with the provisions of any ordinance authorizing the issuance of Bonds Similarly Secured.

SECTION 25: Maintenance and Operation - Insurance. The City hereby covenants and agrees that through the Board of Trustees the System shall be maintained in good condition and operated in an efficient manner and at reasonable cost. So long as any of the Bonds are outstanding, the City agrees to maintain insurance for the benefit of the Holders of the Bonds on the System of a kind and in an amount which usually would be carried by municipal corporations of the State of Texas engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 26: Records - Accounts - Accounting Reports. The City hereby covenants and agrees that so long as any of the Bonds remain Outstanding, the Board of Trustees will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by Texas Government Code, Section 1502.057, as amended, and other applicable laws. The Holder of any Bonds, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising same. The City acting through the Board of Trustees further agrees that, as soon as possible following the close of each Fiscal Year, an audit of such books and accounts shall be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year;

(b) A balance sheet as of the end of such Fiscal Year;

(c) The Accountant's comments regarding the manner in which the Board of Trustees has carried out the requirements of this Ordinance and his recommendations for any changes, or improvements in the operation, records and accounts of the System;

(d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer and the policy's expiration date; and

(e) A list of securities, if any, in which the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the System Fund, Bond Fund and Reserve Fund has been secured in such Fiscal Year;

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operation expenses of the System and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, and upon written request, to the original purchaser, and any subsequent Holder of twenty-five percent (25%) in principal amount of the Bonds Outstanding.

SECTION 27: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Bond Fund or Reserve Fund as required by this Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 28: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas, including Texas Government Code, Section 1502.070, as amended; that the Previously Issued Bonds, the Bonds issued hereunder, and the Additional Bonds, when issued, shall be ratably secured under said pledge of income in such manner that one bond shall have no preference over any other bond of said issues;

(b) Other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System, except that, on a basis subordinate to that for the Bonds Similarly Secured, Net Revenues of the System have been pledged to the Commercial Paper Notes and the Program Notes;

(c) While any of the Bonds or any interest thereon remain Outstanding, the City will not sell or encumber the System or any substantial part thereof; provided, that this covenant shall

not be construed to prohibit the sale of such machinery or other properties or equipment by the Board of Trustees which has become obsolete or otherwise unsuited to the efficient operation of the System; and, further, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued in Section 22 hereof, it will not encumber the Net Revenues of the System unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance;

(d) No free service will be allowed to any customer of the System, including the City and its various departments; and

(e) To the extent that it legally may, the City further covenants and agrees that, so long as any of the Bonds are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks, sanitary sewer or electric light and power system other than those owned by the City and the operation of such systems by anyone other than the City is hereby prohibited.

SECTION 29: Bonds are Special Obligations. The Bonds are special obligations of the City payable from the pledged Net Revenues and the Holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 30: Defeasance. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of the Net Revenues of the System under this Ordinance and all other obligations of the City to the Holders shall thereupon cease, terminate, and become void and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of

and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 31: Ordinance a Contract - Amendments.

(a) This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein.

In addition, the City, with the written consent of holders of Bonds aggregating in principal amount more than 50% of the aggregate principal amount of then Outstanding Bonds, shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions of this Ordinance or in the Bonds so as to:

i. Make any change in the maturity of the outstanding Bonds;

ii. Reduce the rate of interest borne by outstanding Bonds;

iii. Reduce the amount of the principal payable on outstanding Bonds;

iv. Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;

v. Affect the rights of the owners of less than all Bonds then outstanding; or

vi. Change the minimum percentage of the outstanding principal amount of Bonds necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be sent by United States Mail, first class postage prepaid, to the Holders of Bonds at the address appearing in the Security Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the paying agent for inspection by all holders of the Bonds Similarly Secured.

(c) Whenever at any time the City shall receive an instrument or instruments executed by the holders of more than 50% in aggregate principal amount of all Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the paying agent, the governing body of the City may pass an amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and

the holders of then Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) 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 such consent and shall be conclusive and binding upon all future holders of the same bond during such period. After the applicable period of time a consent is irrevocable has expired, the holder who gave consent, or a successor in title, may revoke such consent by filing notice thereof with the paying agent and the City, but such revocation shall not be effective if the holders of more than 50% in aggregate principal amount of the then Outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the holding of bonds by any holder and the amount and numbers of such bonds and the date of their holding same, may be proved by the Security Register maintained by the Paying Agent/Registrar or by affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker or other depository, the Bonds described in such certificate. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

SECTION 32: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 33: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City and the Board of Trustees shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City and the Board of Trustees shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with the Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds (including property financed with the Gross Proceeds of the Refunded Obligations), or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City and the Board of Trustees shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City and the Board of Trustees may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City and the Board of Trustees shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City and the Board of Trustees shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the construction fund, or other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Bond Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City and the Board of Trustees shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City and the Board of Trustees shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, President of the Board of Trustees, Chief Executive Officer, or Chief Financial Officer of the System, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable

proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are a current refunding of the Refunded Obligations in that the Bonds will be issued less than 90 days before the redemption of the Refunded Obligations.

SECTION 34: Sale of Bonds - Official Statement Approval. The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and City Secretary of the City and the President and Secretary of the Board of Trustees are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 35: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records relating to the Bonds, including the Initial Bond(s) and the definitive Bonds, pending the approval of the Bonds by the Attorney General of Texas, the registration of the Initial Bond(s) by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Secretary, City Manager, President of the Board of Trustees, Secretary to the Board of Trustees, and the Chief Executive Officer, or Chief Financial Officer of the System, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers, and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 36: Escrow Agreement. If required in connection with the refunding of the Refunded Obligations, the Pricing Officer is authorized to select and appoint an escrow agent for the refunding of the Refunded Obligations, and any escrow agent so selected and appointed shall be designated in the Pricing Certificate. An Escrow Agreement by and between the City and an authorized escrow agent, if any such agreement is required in connection with the refunding of the Refunded Obligations, shall be attached to, and approved in, the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and any such Escrow Agreement as executed by the Pricing Officer shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved.RESERVED.

SECTION 38: Proceeds of Sale. Immediately following the delivery of the Bonds, a portion of the proceeds of sale shall be deposited to a construction fund maintained for the City or with the paying agent for the Refunded Obligations or used to pay costs of issuance and any accrued interest shall be deposited to the credit of the Bond Fund, all as provided in the Pricing Certificate. Any proceeds of sale remaining after payment of the costs of issuance for the Bonds shall deposited in the Bond Fund for the Bonds. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Bond Fund as shall be determined by the appropriate authorized officials of the City. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Bond Fund.

Additionally, on or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Chief Financial Officer of the System is authorized to transfer from moneys of the System necessary, if any, to accomplish the refunding as provided in the Pricing Certificate.

SECTION 39: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Austin and Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with The Depository Trust Company.

SECTION 40: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to the Holders of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of Bonds shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 41: Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 42: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 43: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders of the Bonds.

SECTION 44: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision 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 45: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 46: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 47: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 48: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) 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 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 or officially interpreted by the SEC.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) within twelve months after the end of each fiscal year ending in and after the year specified in the Pricing Certificate, audited financial statements of the City. If the audit of such financial statements is not complete within twelve months after any such fiscal year end, the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and 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 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 available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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 material 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, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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 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 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, 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 the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

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 BOND 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 constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

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.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting 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 to the date of such amendment, 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 consent 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 interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 49: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, or City Manager of the City or the President of the Board of Trustees, Chief Executive Officer, or Chief Financial Officer of the System are hereby expressly 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 on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem or City Manager of the City or President of the Board of Trustees, Chief Executive Officer, or Chief Financial Officer of the System or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 50: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 51: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 52: Effective Date. This Ordinance shall take effect and be in force immediately from and after its passage on the date shown below as provided in Texas Government Code, Section 1201.028, as amended.

*[remainder of page left blank intentionally]*

PASSED AND APPROVED, this May 11, 2026.

CITY OF NEW BRAUNFELS, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

**PRESENTER:**
Jessica Williams, Chief Financial Officer (NBU)

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

**DEPARTMENT:** NBU

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**
In May of 2023, NBU submitted a Project Information Form ("PIF") to the Texas Water Development Board ("TWDB") Drinking Water State Revolving Fund ("DWSRF") for the Lead Service Line Replacement (LSLR) program.

Under the DWSRF, the TWDB provides low-cost financial assistance for planning, acquisition, design, and construction of water infrastructure. The Infrastructure Investment and Jobs Act ("IIJA") appropriated funds through the DWSRF for LSLR projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines. The TWDB LSLR program funding includes a 51% forgivable loan and a 49% low-interest loan.

In January 2025, the NBU Board, and on February 10, 2025, City Council approved a resolution authorizing the submittal of an application requesting financial assistance under the TWDB's Drinking Water State Revolving Fund (DWSRF) Program for the Lead Service Line Replacement (LSLR) program.

In December 2025, NBU received a DWSRF loan commitment from the TWDB for $24.3 Million. The commitment includes an issuance for Inventory that has an expiration date of August 31, 2026, for $1M, whereby $510,000 is a principal forgiveness loan and $490,000 is a zero-interest loan. The second commitment includes an issuance for $23.3 Million that has an expiration date of August 31, 2027, whereby $11.4 Million is forgivable and $11.9 Million is a low interest loan. At this time, NBU staff is seeking approval for the inventory portion of the zero-interest loan amount of $490,000. The second commitment will be brought to the NBU Board and City Council prior to the expiration date of August 31, 2027.

The Board, at its April 30, 2026, Board Meeting, authorized NBU staff, municipal advisor (SAMCO Capital

Markets, Inc.), and bond counsel (Norton Rose Fulbright US LLP) to proceed with the pricing and sale of the Series 2026A Bonds to the TWDB.

**ISSUE:**
The NBU Board of Trustees, at its April 30, 2026, Board Meeting, authorized NBU staff to proceed with the necessary steps for the issuance of "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2026A."

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
There is no direct impact to the City of New Braunfels from the issuance of the bonds described above.

**RECOMMENDATION:**
NBU staff recommends approval of the ordinance.

ORDINANCE NO. 2026-__

AN ORDINANCE authorizing the issuance of "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE BONDS, TAXABLE SERIES 2026A (TEXAS WATER DEVELOPMENT BOARD - DRINKING WATER STATE REVOLVING FUND LEAD SERVICE LINE REPLACEMENT PROGRAM)"; pledging the net revenues of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems to the payment of the principal of and interest on said bonds; specifying the terms and conditions of such bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date.

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City of New Braunfels, Texas (the "City") has received a loan commitment from the Board for financial assistance in the amount of $490,000 to finance the planning, design and construction of certain water system improvements, and such financial assistance is to be evidenced by the Board's purchase of $490,000 of bonds payable from a pledge of and first lien on the Net Revenues (as herein defined) of the City's System (as defined herein); and

WHEREAS, pursuant to the authority granted to the City by Texas Government Code, Chapter 1502, as amended, the City Council of the City (the "City Council") further finds and determines that $490,000 in principal amount of revenue bonds should be issued and sold at this time for the planning, design and construction of certain water system improvements; and

WHEREAS, in the ordinances authorizing the Previously Issued Bonds (as hereinafter defined), the City reserved the right to issue additional bonds on a parity therewith, payable from and equally secured by a first lien on and pledge of the net revenues of the System, but only pursuant to and subject to the covenants, conditions, limitations and restrictions contained in the ordinances authorizing said bonds; and

WHEREAS, the City Council hereby further finds and determines that all of such revenue bonds can and should be issued on a parity with the outstanding and unpaid revenue bonds of the City (hereinafter called and defined as "Previously Issued Bonds") payable from and secured by a parity lien on and pledge of the Net Revenues of the System in that (i) the Chief Executive Officer of the System (as hereinafter defined) will execute a certificate stating (a) that, to the best of his knowledge and belief, the City is not now in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues of the System and (b) payments into all special funds or accounts created and established for the payment and security of all outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System have been made and the amounts on deposit in such special funds or accounts are the amounts now required to be on deposit therein; (ii) the bonds herein authorized shall be scheduled to mature as to principal on July 1 in each year; (iii) the City has secured or can secure a certificate or opinion of a Certified Public Accountant to the effect that, according to the books and records of the City, the "Net Earnings" of the System, for the last completed Fiscal Year, are at least equal to 1.40 times the average annual requirement for the payment of principal of and interest on all outstanding "Bonds Similarly Secured" (hereinafter defined) after giving effect to the issuance of the bonds herein being issued and (iv) this ordinance shall provide for (a) additional amounts to be deposited in the "Bond Fund" to pay principal and

interest on the bonds herein authorized and (b) the amount to be accumulated in the Reserve Fund to be equal to not less than the average annual requirement for the payment of principal of and interest on all "Bonds Similarly Secured" to be outstanding after the issuance of the bonds herein authorized and any additional amount to be maintained therein shall be accumulated within 60 months from the date of the bonds herein authorized are delivered; now, therefore,

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

SECTION 1: Authorization - Designation- Principal Amount-Purpose. Revenue bonds of the City shall be and are hereby authorized to be issued in the aggregate principal of $490,000, to be designated and bear the title "CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE BONDS, TAXABLE SERIES 2026A (TEXAS WATER DEVELOPMENT BOARD - DRINKING WATER STATE REVOLVING FUND LEAD SERVICE LINE REPLACEMENT PROGRAM)" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for (i) financing the costs of planning, design and construction of certain water system improvements, and (ii) paying costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1502, as amended.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rate(s). The Bonds shall be issued as fully registered obligations only, shall be dated June 1, 2026 (the "Bond Date"), and shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on July 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

| Year of Stated Maturity | Principal Amount ($) | Interest Rate (%) |
|---|---|---|
| 2027 | 90,000 | 0.00 |
| 2028 | 100,000 | 0.00 |
| 2029 | 100,000 | 0.00 |
| 2030 | 100,000 | 0.00 |
| 2031 | 100,000 | 0.00 |

The Bonds shall bear interest on the unpaid principal amounts from the date of initial delivery of the Bonds at the per annum rates shown above (calculated on the basis of a 360-day year of twelve 30-day months) and interest on the Bonds shall be payable on January 1 and July 1 in each year until maturity, commencing July 1, 2026; provided, however, that the Bonds shall bear interest at a rate of 0% and therefor no interest will be due and payable on any Interest Payment Date.

SECTION 3: Terms of Payment-Paying Agent/Registrar. The principal of, and the interest on the Bonds, due and payable by reason of maturity shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Zions Bancorporation, National Association, _____, Texas, to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement (the "Paying Agent/Registrar Agreement"), substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The City Manager or the Chief Executive Officer of the System or the Chief Financial Officer of the System are each hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar initially in Salt Lake City, Utah or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the 15th day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Bonds, payments on the Bonds shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer 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 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.

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 Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. The Bonds are not subject to redemption prior to Stated Maturity.

SECTION 5: Registration - Transfer - Exchange of Bonds-Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of

this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 32 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Book-Entry Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representation, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bonds to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

The City agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Bonds without prior notice to and consent from the Board while the Board is the Holder of any of the Bonds.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel

the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bond as evidence of their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED NO. R-_____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NEW BRAUNFELS, TEXAS
UTILITY SYSTEM REVENUE BONDS
TAXABLE SERIES 2026A
(TEXAS WATER DEVELOPMENT BOARD - DRINKING WATER STATE REVOLVING FUND LEAD SERVICE LINE REPLACEMENT PROGRAM)

| Bond Date: | Interest Rate: | Stated Maturity: | CUSIP NO. |
|---|---|---|---|
| June 1, 2026 | _____% | July 1, 20____ | _____ |

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of New Braunfels (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Comal and Guadalupe, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above the Principal Amount hereinabove stated and to pay interest on the unpaid

principal amount hereof from the date of the initial delivery of the Bonds at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 1 and July 1 in each year, commencing July 1, 2026, until maturity; provided, however, that the Bonds shall bear interest at a rate of 0% and therefor no interest will be due and payable on any Interest Payment Date. Principal of this Bond is payable at its Stated Maturity to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer 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 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 the series specified in its title issued in the aggregate principal amount of $490,000 (herein referred to as the "Bonds"), for the purpose of providing funds for (i) the planning, design and construction of certain water system improvements, and (ii) costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds are not subject to redemption prior to Stated Maturity.

The Bonds are special obligations of the City payable solely from, and, together with outstanding Previously Issued Bonds (identified and defined in the Ordinance), equally and ratably secured by a first lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems (the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from, and, together with the Bonds and Previously Issued Bonds, equally and ratably secured by a parity lien on and pledge of, the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and

the nature and extent of the security for the payment of the Bonds; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of 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 Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Net Revenues of the System as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF NEW BRAUNFELS, TEXAS

_____
Mayor

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

| | | |
|---|---|---|
| OFFICE OF THE COMPTROLLER | ( | |
| OF PUBLIC ACCOUNTS | ( | REGISTER NO. _____ |
| THE STATE OF TEXAS | ( | |

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 duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

(Seal)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Salt Lake City, Utah is the Designated Payment/Transfer Office for this Bond.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
_____, Texas, as Paying Agent/Registrar

By: _____
Authorized Signature
Amegy Bank Division

Registration Date:

_____

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)_____ _____(Social Security or other identifying number_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

_____
Signature guaranteed:

_____
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be substantially in the form set forth in paragraph (b) of this Section, except that the heading and first paragraph shall read as follows:

REGISTERED
NO. T-1

REGISTERED
$490,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NEW BRAUNFELS, TEXAS,
UTILITY SYSTEM REVENUE BONDS
TAXABLE SERIES 2026A
(TEXAS WATER DEVELOPMENT BOARD - DRINKING WATER STATE REVOLVING FUND
LEAD SERVICE LINE REPLACEMENT PROGRAM)

Bond Date:
June 1, 2026

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: FOUR HUNDRED NINETY THOUSAND DOLLARS

The City of New Braunfels (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Comal and Guadalupe, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, from the revenues hereinafter identified, the Principal Amount hereinabove stated on July 1 in each of the years and in principal installments in accordance with the following schedule:

| Year of Stated Maturity | Principal Amount ($) | Interest Rate (%) |
|---|---|---|

(Information to be inserted from the Section 2 hereof).

and to pay interest on the unpaid Principal Amount hereof from the date of the initial delivery of the Bonds at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 1 and July 1 in each year, commencing July 1, 2026, until maturity; provided, however, that the Bonds shall bear interest at a rate of 0% and therefor no interest will be due and payable on any Interest Payment Date. Principal installments of this Bond are payable in the year of maturity to the registered owner hereof by Zions Bancorporation, National Association, _____, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated office initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer 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 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.

SECTION 10: Definitions. For all purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues to the payment of the Bonds, the following definitions are provided:

(a) The term "Additional Bonds" shall mean the additional parity revenue obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 22 hereof.

(b) The term "Board of Trustees" shall mean the "Board of Trustees of the New Braunfels Utilities" which, pursuant to Texas Government Code, Section 1502.070, et seq., the Charter of the City of New Braunfels, the ordinances authorizing the issuance of the Previously

Issued Bonds and this Ordinance, is responsible for the complete management and control of the System.

(c) The term “Bonds” shall mean the “City of New Braunfels, Texas, Utility System Revenue Bonds, Taxable Series 2026A (Texas Water Development Board - Drinking Water State Revolving Fund Lead Service Line Replacement Program).”

(d) The term “Bonds Similarly Secured” shall mean the Previously Issued Bonds, the Bonds, the Series 2026 Bonds and Additional Bonds.

(e) The term “Commercial Paper Notes” shall initially mean the “City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019A” and “City of New Braunfels, Texas, Utility System Commercial Paper Notes, Series 2019B” in the aggregate principal amount of $75,000,000 and upon the defeasance of the Refunded Notes and upon initial issuance, shall mean the "City of New Braunfels, Texas Utility Revenue System Commercial Paper Notes, Series 2026A and Series 2026B in the aggregate principal amount of $125,000,000.

(f) The term “Fiscal Year” shall mean the twelve-month financial accounting period used for the operations of the System now ending on July 31 of each year; provided, however, the City Council, by passage of an ordinance, may change the Fiscal Year to another period of not less than twelve (12) calendar months.

(g) Unless otherwise provided in the Pricing Certificate, the term “Government Obligations” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City 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 on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

(h) The term “Program Notes” shall mean the “City of New Braunfels, Texas, Utility System Program Notes, Taxable Series 2021” in the principal amount not to exceed $75,000,000.

(i) The term “Net Revenues” shall mean the gross revenues of the System, less current expenses of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such repairs and extensions as in the judgment of the Board of Trustees, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining “Net Revenues.” Payments pursuant to contracts for the purchase of power and energy, supply of water and other materials, goods or services for the System to the extent authorized by law and the provisions of such contracts are also included and defined as operating and maintenance expenses of the System.

(j) The term "Outstanding" shall mean when used in this Ordinance with respect to Bonds or Bonds Similarly Secured means, as of the date of determination, all Bonds theretofore issued and delivered, except:

(1) those Bonds or Bonds Similarly Secured cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 30 hereof; and

(3) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 32 hereof or similar provisions with respect to Bonds Similarly Secured.

(k) The term "Previously Issued Bonds" shall mean the outstanding and unpaid bonds of the following series:

(1) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2004", dated January 15, 2004, and issued in the original principal amount of $10,337,595.90,

(2) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015," dated January 15, 2015, and issued in the original principal amount of $26,870,000,

(3) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016," dated March 1, 2016, and issued in the original principal amount of $62,235,000,

(4) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2018," dated April 1, 2018, and issued in the original principal amount of $45,200,000,

(5) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2020," dated May 1, 2020, and issued in the original principal amount of $88,100,000,

(6) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2021," dated July 1, 2021, and issued in the original principal amount of $68,250,000,

(7) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022," dated July 1, 2022, and issued in the original principal amount of $73,855,000,

(8) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022A," dated September 1, 2022, and issued in the original principal amount of $40,000,000,

(9) “City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2024,” dated January 15, 2024, and issued in the original principal amount of $118,745,000, and

(10) “City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025,” dated May 15, 2025, and issued in the original principal amount of $82,590,000.

(l) The term "Series 2026 Bonds" shall mean the City's Utility System Revenue and Refunding Bonds, Series 2026, dated _____, 2026 and authorized concurrently with and to be issued in close proximity to the Bonds in a principal amount not to exceed $315,615,000.

(m) The term “System” shall mean the City’s Waterworks, Sanitary Sewer and Electric Light and Power Systems, and shall be construed to mean all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City of New Braunfels through purchase, construction or otherwise, and used in connection with said System, and in any wise appertaining thereto, whether situated within or without the limits of said City.

SECTION 11: Pledge. The City hereby covenants and agrees that the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged, equally and ratably, to the payment and security of the Previously Issued Bonds, the Bonds, and Additional Bonds, if issued, including the establishment and maintenance of the special funds created and established for the payment and security thereof, all as hereinafter provided, and it is hereby ordained that the Bonds Similarly Secured, and the interest thereon, shall constitute a first lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Bonds and the pledge of the Net Revenues of the System granted by the City under this Section 11, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 11 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered 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 Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 12: Rates and Charges. For the benefit of the Holders of the Bonds and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City Council and Board of Trustees agree and covenant, while any of the Bonds are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected on the basis of available information and experience and with due allowance for contingencies to provide revenues in each Fiscal Year sufficient to pay:

(a) all operating, maintenance, depreciation, replacement, betterment and interest charges and other costs incurred in the maintenance and operation of the System as referenced

in Section 10(h) or required by statute to be a first claim on and charge against the revenues of the System, and

(b) the principal of and interest on the Previously Issued Bonds and the Bonds and make all required payments to the special funds created for the payment and security of the Bonds Similarly Secured.

SECTION 13: Special Fund Designations. The City acting through the Board of Trustees covenants and agrees that the following special funds or accounts heretofore created for the payment and security of Bonds Similarly Secured are hereby reaffirmed and shall continue to be maintained while the Bonds are Outstanding, to wit:

(a) Special Utility System Revenue Bond Interest and Sinking Fund, hereinafter called the "Bond Fund", which Fund is and shall continue to be maintained at an official depository bank of the City selected by the Board of Trustees, and moneys deposited in this Fund shall be used to pay principal of and interest on the Bonds Similarly Secured when and as the same becomes due and payable.

(b) Special Utility System Revenue Bond Reserve Fund, hereinafter called "Reserve Fund", which Fund is and shall continue to be maintained at an official depository bank of the City selected by the Board of Trustees, and moneys deposited in this Fund shall be used to pay principal of and/or interest on the Bonds Similarly Secured falling due at any time when moneys in the Bond Fund are insufficient for such purpose and to retire the last of the Bonds Similarly Secured that are outstanding.

SECTION 14: Utility System Fund. The City hereby covenants and agrees that all revenues of every nature derived from the operation and ownership of the System shall be kept separate and apart from other funds of the City, and, in accordance with the ordinances authorizing the issuance of the Previously Issued Bonds, all such revenues of the System, as collected and received by the Board of Trustees, shall be deposited into an account designated the "Utility System Fund" (heretofore created and established and hereinafter called "System Fund"), which account is and shall continue to be kept and maintained at an official depository bank of the City and the Board. All revenues in the System Fund shall be pledged and appropriated to the extent required for the following uses and in the order of precedence shown:

FIRST: To the payment of all necessary and reasonable maintenance and operation expenses of the System, as referenced in Section 10(h) hereof or required by statute to be a first charge on and claim against the revenues of the System.

SECOND: To the payment of the amounts required to be deposited in the special Funds created and maintained for the payment and security of the Bonds Similarly Secured, including the establishment and maintenance of the Required Reserve (hereinafter defined in Section 16 hereof) in accordance with the provisions of the ordinances authorizing the issuance of Bonds Similarly Secured.

THIRD: To the payment of other obligations or indebtedness payable from and secured by a lien on and pledge of the Net Revenues of the System that is junior and subordinate to the lien and pledge securing the payment of the Bonds Similarly Secured.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used by the Board of Trustees for any purpose now or hereafter permitted by law, including a transfer to the City's general fund as permitted by Texas Government Code, Section 1502.058, as amended.

SECTION 15: Bond Fund. In addition to the deposits to the Bond Fund for the payment of the Previously Issued Bonds, the City hereby covenants and agrees, and the Board of Trustees is hereby directed, to deposit into the Bond Fund prior to each principal and interest payment date for the Bonds from the Net Revenues of the System a sum equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds then falling due, such deposits to pay maturing principal and accrued interest on the Bonds to be made in substantially equal monthly amounts on or before the last day of the month beginning the month the Bonds are delivered to the initial purchasers.

The monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made until such time as (i) the total amount on deposit in the Bond Fund and Reserve Fund is equal to the amount required to pay all outstanding Bonds Similarly Secured or (ii) the Bonds are no longer Outstanding.

Accrued interest, if any, received from the purchaser of the Bonds shall be deposited in the Bond Fund, and may be taken into consideration and reduce the amount which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

SECTION 16: Reserve Fund. The City hereby covenants and agrees, and the Board of Trustees is hereby directed, to accumulate, and, when accumulated, to continuously maintain in the Reserve Fund an amount equal to at least the average annual principal and interest requirements of the Bonds Similarly Secured (calculated on a Fiscal Year basis as of the date the last series of Bonds Similarly Secured outstanding were delivered), which amount is hereby referred to as the "Required Reserve."

In accordance with the provisions of the ordinances authorizing the issuance of the Previously Issued Bonds, by reason of the issuance of the Bonds, the Required Reserve in the Reserve Fund shall be $_____, which is more than the amount currently on deposit in the Reserve Fund of $_____. $_____ of Bond proceeds will be deposited to the Reserve Fund on the date of the initial delivery of the Bonds.

Subject to the provisions of the preceding paragraph, so long as the money and investments in the Reserve Fund total not less than the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Reserve, the City covenants and agrees, and the Board of Trustees is hereby directed, to cure the deficiency in the Required Reserve within twelve months from the date the deficiency in funds occurred with available Net Revenues of the System pledged to the payment of the Bonds, and the City, acting through the Board of Trustees, hereby covenants and agrees that, subject to the required payments to the Bond Fund for Bonds Similarly Secured, the Net Revenues of the System remaining in the System Fund shall be applied and appropriated and used to establish and maintain the Required Reserve and to cure any deficiency in such amount, as required by the terms of this Ordinance and any other ordinance pertaining to Bonds Similarly Secured.

So long as the Bonds are outstanding prior to the City utilizing one or more surety bonds or insurance policies to fund all or a portion of the Required Reserve, the City shall notify the Executive Administrator of the Board no less than 30 days prior to converting from a cash reserve fund to a surety policy. Such a conversion may only be made if the proposed insurer or surety meets the financial guarantees established in the Board's rules and has been approved by the Executive Administrator of the Board.

The City, acting through the Board of Trustees, may, at its option, withdraw all surplus in the Reserve Fund in excess of the Required Reserve and deposit the same in the System Fund.

To the extent permitted by law, the City expressly reserves the right at any time to satisfy all or any part of the Required Reserve by obtaining for the benefit of the Reserve Fund one or more Reserve Fund Surety Policies (a "Reserve Fund Surety Policy"). In the event the City elects to substitute a Reserve Fund Surety Policy for any funded amounts in the Reserve Fund, it may apply any bond proceeds thereby released, to the greatest extent permitted by law, to any of the purposes for which such funds may lawfully be applied, including the payment of debt service on the Bonds Similarly Secured. A Reserve Fund Surety Policy shall be an insurance policy or other similar guarantee in a principal amount equal to the portion of the Required Reserve to be satisfied which is issued by a financial institution or insurance company or other entity that is rated either for the long term unsecured debt of the issuer of such surety bond or for obligations insured, secured or guaranteed by such issuer have a rating in the highest letter category by one or more major municipal securities rating or evaluation services. The premium for any such policy may be paid from bond proceeds or other funds of the City lawfully available for such purpose. Any reimbursement of amounts drawn against a Reserve Fund Surety Policy shall be limited to the amounts actually paid under such policy, and such right to reimbursement shall never constitute a separate obligation independent of the Bonds.

SECTION 17: Payment of Bonds. While any of the Bonds are Outstanding, the Board of Trustees shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds. The Paying Agent/Registrar shall cancel or destroy all paid Bonds, and furnish the Board of Trustees with an appropriate certificate of cancellation or destruction.

SECTION 18: Investment of Funds. Moneys in any Fund required to be maintained pursuant to this Ordinance may, at the option of the Board of Trustees, be placed in time deposits or certificates of deposit secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type authorized by the laws of the State of Texas for the security of public funds insofar as the System Fund is concerned and by obligations of the type hereinafter described insofar as the Bond Fund and Reserve Fund are concerned, or be invested, in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association or such other

investments as are permitted by the investment policies of the Board of Trustees; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of a certain date within 60 days of the close of the Fiscal Year. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. When the Required Reserve is fully established, all interest and interest income derived from deposits and investments in the Reserve Fund immediately shall be credited and deposited in the System Fund as the same are received, otherwise such interest and interest income shall remain in the Reserve Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds Similarly Secured.

SECTION 19: Deficiencies in Funds. If in any month the City acting through the Board of Trustees shall, for any reason, fail to pay into the Bond Fund and Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and unallocated Net Revenues of the System in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into said Funds during such month or months.

SECTION 20: Excess Revenues. Any Net Revenues of the System in excess of those required to fully establish and maintain the special funds created for the payment and security of the Bonds Similarly Secured may be used for the redemption of the Bonds Similarly Secured, or may be appropriated and used by the Board of Trustees for any purpose now or hereafter permitted by law, including a transfer to the City's general fund as permitted by Texas Government Code, Section 1502.058, as amended; provided, such transfer of money to the general fund of the City does not impair the ability of the Board of Trustees to make subsequent deposits to the special Funds created for the payment and security of the Bonds Similarly Secured.

SECTION 21: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds and as otherwise prescribed herein.

SECTION 22: Issuance of Additional Parity Bonds. The City hereby reserves the right hereafter to issue additional parity obligations (herein called "Additional Bonds") payable from and, together with the Previously Issued Bonds and the Bonds, equally secured by a parity first lien on and pledge of the Net Revenues of the System, and the Previously Issued Bonds, the Bonds and Additional Bonds shall be in all respects of equal dignity. The Additional Bonds may be issued in one or more installments; provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Chief Executive Officer (or other official having primary responsibility for the fiscal affairs of the System) shall have executed a certificate stating (i) that the City is not then in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Net Revenues of the System and (ii) payments into all special funds or accounts created and established solely for the payment and security of any outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System have been duly made and that the amounts on deposit in such special funds or accounts are the amounts then required to be deposited therein.

(b) The Additional Bonds shall be scheduled to mature or be payable as to principal on July 1 or January 1 (or both) in each year the same are to be outstanding or during the term thereof.

(c) The City has secured from a Certified Public Accountant a certificate or opinion to the effect that, according to the books and records of the City, the Net Earnings of the System for the preceding Fiscal Year or for any 12 consecutive months out of the 15 months immediately preceding the month the ordinance authorizing the Additional Bonds is adopted are at least equal to one and forty hundredths (1.40) times the average annual requirement for the payment of principal of and interest on all outstanding Bonds Similarly Secured after giving effect to the Additional Bonds then proposed. The term "Net Earnings" as used herein, shall mean all income and revenues derived from the operation and ownership of the System (including income and earnings from the investment of moneys in any special fund created for the payment and security of the Bonds Similarly Secured) less expenses for the maintenance and operation thereof, but not deducting depreciation or other expenditures which, under generally accepted accounting principles, should be charged to capital expenditures.

(d) The ordinance authorizing the issuance of the Additional Bonds provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as same mature.

(e) The ordinance authorizing the issuance of the Additional Bonds provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement for the payment of principal of and interest on all Bonds Similarly Secured then to be outstanding after giving effect to the issuance of the proposed Additional Bonds, and provides that any additional amount to be maintained in the Reserve Fund shall be accumulated within sixty (60) months from the date the Additional Bonds are delivered.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the governing body of the City may deem to be in the best interest of the City and its inhabitants, and if less than all such outstanding revenue bonds are refunded the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section and the Accountant's certificate or opinion required in subdivision (c) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the bonds being refunded following their cancellation or provision being made for their payment).

SECTION 23: Issuance of Inferior Lien Obligations. The City retains the right to create and issue obligations payable from and secured by a lien on the pledge of the Net Revenues of the System junior and subordinate to the lien and pledge securing the payment of the Bonds Similarly Secured.

SECTION 24: Management and Control of System. Pursuant to authority contained in Texas Government Code, Section 1502.051, et seq, and by the Charter of the City of New Braunfels, Texas, the complete management and control of the System, during such time the Net Revenues of the System may be encumbered pursuant to this Ordinance and the ordinances authorizing the Previously Issued Bonds, shall be in the hands of a Board of Trustees to consist of five freeholders of the City of New Braunfels, one of whom shall be the Mayor of the City, to be known as the "Board of Trustees of the New Braunfels Utilities", in which name said Board of Trustees shall act and transact business, hereinafter referred to as the "Board of Trustees".

All members of the Board of Trustees shall be appointed by the governing body of the City of New Braunfels, Texas, to serve for five (5) year terms of office; provided, vacancies in office for any reason other than the expiration of a trustee's term of office, shall be filled only for the unexpired term of the office vacant. Furthermore, any member of the Board of Trustees whose term of office has expired shall continue to serve as a member of the Board until his successor in office has been appointed or elected. Appointments to the Board of Trustees resulting from the expiration of a member's term of office shall be made by the governing body of the City of New Braunfels in November each year in which the term of office to be filled shall expire or as soon as possible thereafter.

The members of the Board of Trustees shall continue to organize their body by the election of one of its members as President and another as Vice President; the Board shall also appoint a Secretary who may or may not be a member of said Board, as said Board may elect. The Board of Trustees may make such resolutions and by-laws for the orderly handling of its affairs and the governing of its own procedure, and shall thereafter manage and operate the Systems with the same freedom and in the same manner ordinarily as enjoyed and followed by the Board of Directors of a private corporation operating properties of a similar nature; provided, however, that nothing in this Section shall be construed to take away from the City Council of the City of New Braunfels the exercise of any duty imposed upon said governing body under the provisions of the other Sections of this Ordinance and/or the Charter of the City of New Braunfels. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting.

The Board of Trustees shall obtain and keep continually in force an employee's fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount of not less than $5,000.00 per person. The premiums of such bonds shall be paid from the System's Revenues and shall constitute operating expenses of the System.

The Board of Trustees shall elect and appoint a Chief Executive Officer and an attorney or attorneys. The Chief Executive Officer shall appoint all employees. The members of the Board, other than the Mayor of the City, shall receive an annual compensation of not less than Twelve Hundred Dollars ($1,200.00) and such compensation may be increased from time to time by the City Council as it is deemed advisable, subject to the limitations set out in the charter of the City of New Braunfels. A member of the board of trustees may waive receipt of compensation by providing written notice of such waiver to the Chief Executive Officer. If a member of the board of trustees chooses to waive his or her annual compensation, the member may revoke the waiver and reinstate the member's annual compensation at any time by providing written notice of such reinstatement to the Chief Executive Officer. After revocation of the waiver, a member is entitled to a prorated amount of compensation for the remainder of the fiscal year. The members of the Board of Trustees, either singly or collectively, shall not be personally liable for any act or omission not willfully fraudulent or mala fide. Any member of the Board of Trustees, other than the Mayor of the City, who shall be continuously absent from all meetings of the Board for a period of four consecutive months shall, unless he shall have been granted a leave of absence by the unanimous vote of the remaining members of the Board, be considered to have vacated his office. Any member of the Board of Trustees, other than the Mayor of the City, may be removed only by action of the governing body of the City for adequate cause.

Subject to the provisions and restrictions contained in this Ordinance and the City Charter, all of the provisions and covenants of which shall be binding upon the Board of Trustees in like manner as they would have been binding on the City Council of the City of New Braunfels, had management and control of the System been retained by the City Council, the Board of Trustees

shall have complete authority and control of the management and operation of the System; and among the powers that may be exercised by the said Board of Trustees, but not limited thereto, the same are hereby enumerated for greater certainty:

(a) To take, have and exercise exclusive possession and control of the System and all additions thereto, and to collect, and enforce the collection of all funds and revenues that may be or become owing or that may arise out of the operation of the System, and to disburse the same in accordance with the provisions of this Ordinance and Sections 1502.070 and 1502.071, Texas Government Code, as amended;

(b) To maintain, improve, enlarge and extend the System;

(c) To fix, alter and amend all rates for all services to be furnished by said System, subject to approval and confirmation of the City Council;

(d) To employ and pay the compensation of a Chief Executive Officer and attorneys, engineers and other professional or technical aides as said Board of Trustees may deem necessary in the proper conduct of the business of the System;

(e) To adopt, alter, amend and enforce all such rules and regulations governing the conduct of the business of the System as said Board of Trustees may deem necessary or proper; and

(f) To do any and all things necessary in reference to the installing and maintaining of a complete system of records and accounts pertaining to the operations of the System and to provide Net Revenues for the payment of the Bonds Similarly Secured and other special obligations of the System in the manner provided by Texas Government Code, Section 1502.057, as amended, and other applicable laws and in accordance with the provisions of any ordinance authorizing the issuance of Bonds Similarly Secured.

SECTION 25: Maintenance and Operation - Insurance. The City hereby covenants and agrees that through the Board of Trustees the System shall be maintained in good condition and operated in an efficient manner and at reasonable cost. So long as any of the Bonds are outstanding, the City agrees to maintain insurance for the benefit of the Holders of the Bonds on the System of a kind and in an amount which usually would be carried by municipal corporations of the State of Texas engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 26: Records - Accounts - Accounting Reports. The City hereby covenants and agrees that so long as any of the Bonds remain Outstanding, the Board of Trustees will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by Texas Government Code, Section 1502.057, as amended, and other applicable laws. The Holder of any Bonds, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising same. The City acting through the Board of Trustees further agrees that, as soon as possible following the close of each Fiscal Year, an audit of such

books and accounts shall be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year;

(b) A balance sheet as of the end of such Fiscal Year;

(c) The Accountant's comments regarding the manner in which the Board of Trustees has carried out the requirements of this Ordinance and his recommendations for any changes, or improvements in the operation, records and accounts of the System;

(d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer and the policy's expiration date; and

(e) A list of securities, if any, in which the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the System Fund, Bond Fund and Reserve Fund has been secured in such Fiscal Year;

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operation expenses of the System and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, and upon written request, to the original purchaser, and any subsequent Holder of twenty-five percent (25%) in principal amount of the Bonds Outstanding.

SECTION 27: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Bond Fund or Reserve Fund as required by this Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 28: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas, including Texas Government Code, Section 1502.070, as amended; that the Previously Issued Bonds, the Bonds issued hereunder, and the Additional Bonds, when issued, shall be ratably secured under said pledge of income in such manner that one bond shall have no preference over any other bond of said issues;

(b) Other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System, except that, on a basis subordinate to that for the Bonds Similarly Secured, Net Revenues of the System have been pledged to the Commercial Paper Notes and the Program Notes;

(c) While any of the Bonds or any interest thereon remain Outstanding, the City will not sell or encumber the System or any substantial part thereof; provided, that this covenant shall not be construed to prohibit the sale of such machinery or other properties or equipment by the Board of Trustees which has become obsolete or otherwise unsuited to the efficient operation of the System; and, further, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued in Section 22 hereof, it will not encumber the Net Revenues of the System unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance;

(d) No free service will be allowed to any customer of the System, including the City and its various departments; and

(e) To the extent that it legally may, the City further covenants and agrees that, so long as any of the Bonds are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks, sanitary sewer or electric light system other than those owned by the City and the operation of such systems by anyone other than the City is hereby prohibited.

SECTION 29: Bonds are Special Obligations. The Bonds are special obligations of the City payable from the pledged Net Revenues and the Holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 30: Defeasance. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of the Net Revenues of the System under this Ordinance and all other obligations of the City to the Holders shall thereupon cease, terminate, and become void and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 31: Ordinance a Contract - Amendments.

(a) This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein.

In addition, the City, with the written consent of holders of Bonds aggregating in principal amount more than 50% of the aggregate principal amount of then Outstanding Bonds, shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that without the consent of the registered owners of all of the Bonds then outstanding, no such amendment, addition, or rescission may (i) change the date specified as the date on which the principal of, or any installment of interest on any Bond is due and payable, reduce the principal amount of the Bonds, or the rate of interest thereon, change the coin or currency in which any Bond or interest thereon is payable, or in any other way modify the terms of payment of the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of the Bonds required to be held by Holders for consent to any amendment, addition, or waiver.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be sent by United States Mail, first class postage prepaid, to the Holders of Bonds at the address appearing in the Security Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the paying agent for inspection by all holders of the Bonds Similarly Secured.

(c) Whenever at any time the City shall receive an instrument or instruments executed by the holders of more than 50% in aggregate principal amount of all Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the paying agent, the governing body of the City may pass an amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and

the holders of then outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) 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 such consent and shall be conclusive and binding upon all future holders of the same bond during such period. After the applicable period of time a consent is irrevocable has expired, the holder who gave consent, or a successor in title, may revoke such consent by filing notice thereof with the paying agent and the City, but such revocation shall not be effective if the holders of more than 50% in aggregate principal amount of the then Outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the holding of bonds by any holder and the amount and numbers of such bonds and the date of their holding same, may be proved by the Security Register maintained by the Paying Agent/Registrar or by affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker or other depository, the Bonds described in such certificate. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

SECTION 32: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 33: Reserved.

SECTION 34: Sale of Bonds. The sale of the Bonds to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, less an origination fee of _____%, which shall be paid via wire transfer at no expense to the Board, pursuant to a loan commitment received from the Purchasers is hereby confirmed. Delivery of the Bonds shall be made to the Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale, which terms of sale the City has determined and does

determine to be in the best interests of the City. The Private Placement Memorandum prepared in connection with the sale of the Bonds to the Board is hereby approved.

SECTION 35: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records relating to the Bonds, including the Initial Bond(s) and the definitive Bonds, pending the approval of the Bonds by the Attorney General of Texas, the registration of the Initial Bond(s) by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Secretary, City Manager, President of the Board of Trustees, Secretary to the Board of Trustees and the Chief Executive Officer or Chief Financial Officer of the System, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers, and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 36: Compliance with Rules and Regulations of the Texas Water Development Board. In compliance with the State Revolving Loan Fund Permanent Rules of the Board, the City acting through the Board of Trustees of the System, agrees and covenants:

(a) the commitment of the Board to purchase the Bonds is contingent on a future sale of bonds by the Board or on the availability of funds on hand. If the financial assistance is funded with available cash-on-hand, the Board reserves the right to change the designated source of funds to bond proceeds issues for the purpose of reimbursing funds used to provide the financial assistance approved in the Board Resolution.

(b) the commitment of the Board to purchase the Bonds is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas that all of the requirements of the laws under which the Bonds were issued have been complied with; that the Bonds were issued in conformity with the Constitution and laws of the State of Texas; and that the Bonds are valid and binding obligations of the Issuer.

(c) the commitment of the Board is contingent upon the City's compliance with all applicable requirements contained in 31 TAC Chapter 371.

(d) the City agrees to comply with all of the conditions set forth in the Board Resolution, which conditions are incorporated herein.

(e) the City, or an obligated person for whom financial or operating data is presented to the Board in the application for financial assistance either individually or in combination with other issuers of the City's Bonds or obligated persons, will, at a minimum, regardless of the amount of the Bonds, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the Board were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the Board and the beneficial owners of the City's Bonds, if the Board sells

or otherwise transfers such Bonds, and the beneficial owners of the Board 's bonds if the City is an obligated person with respect to such bonds under SEC Rule 15c2-12.

(f) the City agrees to use any loan proceeds from the Bonds that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project that are explicitly approved by the Executive Administrator or if no enhancements are authorized by the Executive Administrator, to submit a final accounting and disposition of any unused funds.

(g) the Board may exercise all remedies available to it in law or equity, and any provision of the Bonds that restricts or limits the Board's full exercise of these remedies shall be of no force and effect.

(h) the City agrees to create and establish at an official depository of the City a "Special 2026A City of New Braunfels Loan Construction Fund" (the "Construction Fund") for the receipt and disbursement of all proceeds from the sale of the Bonds and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Board pursuant to a loan evidenced by the Bonds and all funds deposited to the credit of the Construction Fund shall be held at a designated State depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257, as amended, and shall be disbursed in a timely and expeditious manner only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Board in accordance with a project schedule approved by the Executive Administrator of the Board (which schedule will not be altered except for good cause shown and only with the written approval of the Executive Administrator of the Board) and as otherwise allowed by the rules.

(i) loan proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site and to the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport and/or removal and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project.

(j) before closing, the City shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges sufficient for the repayment of all system debt service requirements.

(k) before closing, and if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel contracts for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator.

(l) before closing, when any portion of the financial assistance is to be held in escrow or in trust, the City shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the Board.

(m) the Executive Administrator may require the City to execute a separate financing agreement in form and substance acceptable to the Executive Administrator.

(n) the Board retains the option to purchase the Bonds in separate lots or on an installment basis, with delivery of the purchase price for each installment to be paid against delivery of the relevant installment of Bonds as approved by the Executive Administrator.

(o) the City will comply with all applicable Board laws and rules related to the use of the financial assistance.

(p) the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(q) the City agrees to maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Bonds in amounts adequate to protect the Board's interest.

(r) the City must immediately notify Board, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).

(s) the City will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.

(t) the City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with Board outlay report guidelines.

(u) all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with the financial assistance made available shall insert in full in any contract in excess of $2,000 the contracts clauses as provided by the Board.

(v) the City shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Bonds are outstanding.

(w) all loan proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d) and the City shall adhere to the approved project schedule.

(x) the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines.

(y) the City shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

(z) the City will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR part 184.

(aa) the City shall pay at closing an origination fee approved by the Executive Administrator of the Board pursuant to 31 TAC Chapter 371.

(bb) before closing, the Texas Commission on Environmental Quality, must make a determination, the form and substance of which is satisfactory to the Executive Administrator, that the City has demonstrated the necessary financial, managerial, and technical capabilities to proceed with the project or projects to be funded with the proceeds of these Bonds.

(cc) before the release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the City must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program.

(dd) before closing, the City shall execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator.

SECTION 37: Proceeds of Sale. Immediately following the delivery of the Bonds to the Board, the proceeds of sale (less any amounts used to pay costs of issuance) shall be deposited in an account to be maintained with Zions Bancorporation, National Association, (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An Escrow Deposit Agreement (the "Escrow Agreement") by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The City Manager or the Chief Executive Officer of the System or the Chief Financial Officer of the System are each hereby authorized and directed to execute the Escrow Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the Escrow Agreement, the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq., as amended, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Bond Interest and Sinking Fund as shall be determined by the City Council. All surplus proceeds of sale of the Bonds, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 34 hereof shall be applied to the following purposes as approved by the Executive Administrator of the Board: (1) to redeem the Bonds owned by the Board; (2) to deposit into the Bond Interest and Sinking Fund; (3) deposit into the Reserve Fund or (4) to fund eligible project costs as authorized by the Executive Administrator of the Board.

SECTION 38: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys,

Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with The Depository Trust Company.

SECTION 39: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to the Holders of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of Bonds shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 40: Cancellation. All Bonds surrendered for payment, transfer or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 41: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 42: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders of the Bonds.

SECTION 43: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision 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 44: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 45: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 46: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 47: Continuing Disclosure Undertaking.

(a) 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 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 or officially interpreted by the SEC.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2026, financial statements of the City, and (2) if audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provide.

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 available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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 material 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, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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 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 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section

shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, 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 the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

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 BOND 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 constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

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.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting 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 to the date of such amendment, 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 consent 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 interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in

such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 48: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, or City Manager of the City or the President of the Board of Trustees, Chief Executive Officer or Chief Financial Officer of the System are hereby expressly 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 on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem or City Manager of the City or President of the Board of Trustees, Chief Executive Officer or Chief Financial Officer of the System or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 49: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Mayor, Mayor Pro Tem, or City Manager of the City or the President of the Board of Trustees, Chief Executive Officer or Chief Financial Officer of the System is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 50: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 51: Effective Date. This Ordinance shall take effect and be in force immediately from and after its passage on the date shown below as provided in Texas Government Code, Section 1201.028, as amended.

*[remainder of page left blank intentionally]*

PASSED AND APPROVED, this May 11, 2026.

CITY OF NEW BRAUNFELS, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

ESCROW AGREEMENT

**PRESENTER:**
Jessica Williams, Chief Financial Officer (NBU)

**SUBJECT:**
Discuss and consider approval of a Resolution Relating to the Principal Forgiveness Agreement with the Texas Water Development Board in the Amount of $510,000 and Resolving Other Matters Incident and Related Thereto.

**DEPARTMENT:** NBU
**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**
In May of 2023, NBU submitted a Project Information Form ("PIF") to the Texas Water Development Board ("TWDB") Drinking Water State Revolving Fund ("DWSRF") for the Lead Service Line Replacement (LSLR) program.

Under the DWSRF, the TWDB provides low-cost financial assistance for planning, acquisition, design, and construction of water infrastructure. The Infrastructure Investment and Jobs Act ("IIJA") appropriated funds through the DWSRF for LSLR projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines. The TWDB LSLR program funding includes a 51% forgivable loan and a 49% low-interest loan.

In January 2025, the NBU Board, and on February 10, 2025, City Council approved a resolution authorizing the submittal of an application requesting financial assistance under the TWDB's Drinking Water State Revolving Fund (DWSRF) Program for the Lead Service Line Replacement (LSLR) program.

In December 2025, NBU received a DWSRF loan commitment from the TWDB for $24.3 Million. The commitment includes an issuance for Inventory that has an expiration date of August 31, 2026, for $1M, whereby $510,000 is a principal forgiveness loan and $490,000 is a zero-interest loan. The second commitment includes an issuance for $23.3 Million that has an expiration date of August 31, 2027, whereby $11.4 Million is forgivable and $11.9 Million is a low interest loan. At this time, NBU staff is seeking approval for the inventory portion of the zero-interest loan amount of $490,000. The second commitment will be brought to the NBU Board and City Council prior to the expiration date of August 31, 2027.

The Board, on their April 30, 2026, Board Meeting, authorized the principal forgiveness agreement with the TWDB in the Amount of $510,000.

**ISSUE:**
The NBU Board of Trustees, on their April 30, 2026, Board Meeting, authorized NBU staff to proceed with the necessary steps for the principal forgiveness agreement with the TWDB.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
There is no direct impact to the City of New Braunfels from the agreement with the TWDB as described above

**RECOMMENDATION:**
NBU staff recommends approval of the ordinance.

RESOLUTION NO. 2026-__

A RESOLUTION approving the Principal Forgiveness Agreement Drinking Water State Revolving Fund in the amount of $510,000 and an Escrow Agreement relating thereto; authorizing the Mayor, City Manager, and City Secretary, or their designees, to execute any and all documents related thereto; and other matters in connection therewith

WHEREAS, the City of New Braunfels, Texas (the *City*) deems it necessary to request additional financial assistance from the Texas Water Development Board (the *Board*) as evidenced by a 2026 Principal Forgiveness Agreement Drinking Water State Revolving Fund; and

WHEREAS, in accordance with the rules and regulations of the Board, which govern the procedures in making this request, the governing body of the City is required to pass a resolution to accompany this request; now, therefore,

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

1. It is hereby found and determined that the City cannot reasonably finance the proposed project without the financial assistance of the Board in the amount requested in the City's Resolution adopted on _____, 2026 authorizing the filing of an application (the *Application*) with the Board.

2. The Mayor, City Manager, and City Secretary of the City are hereby authorized to execute and submit to the Board the Principal Forgiveness Agreement Drinking Water State Revolving Fund and the Escrow Agreement, and the Mayor and City Manager of the City, together with the bond counsel, financial advisors and consulting engineers named in the Application, are authorized to appear before the Board in support of the Application and this additional request.

3. The Mayor, City Manager, and City Secretary of the City are further specifically authorized to make any required assurances to the Board in accordance with the rules, regulations, and policies of the Board.

4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City.

5. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Resolution would have been enacted without such invalid provision.

8. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

9. This resolution shall be in force and effect from and after its passage on the date shown below.

*[The remainder of this page intentionally left blank]*

PASSED AND APPROVED, this May 11, 2026.

CITY OF NEW BRAUNFELS, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

(City Seal)

**EXHIBIT A**

PRINCIPAL FORGIVENESS AGREEMENT
DRINKING WATER STATE REVOLVING FUND

SEE TAB NO. __

**EXHIBIT B**

ESCROW AGREEMENT

SEE TAB NO. __

**PRESENTER:**
Jessica Williams, Chief Financial Officer (NBU)

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

**DEPARTMENT:** NBU

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**
On March 20, 2019, as a part of NBU's plan to manage the issuance of debt efficiently, the NBU Board authorized the use of a commercial paper program, in the aggregate principal amount of not to exceed $75 million, with an initial expiration date of May 29, 2022. The commercial paper program was subsequently approved by City Council on March 25, 2019. This program has allowed NBU to access funds at lower short-term interest repayment rates, remain flexible and liquid, and quickly access funds when needed.

On December 9, 2021, the NBU Board approved the extension of the commercial paper program with JPMorgan Chase Bank, National Association to May 29, 2025, pursuant to the terms contemplated in the Revolving Credit Agreement and the Note Purchase Agreement of the existing commercial paper program. This extension has continued to allow NBU to remain flexible in funding its capital program to meet continued growth at the most economical cost.

On June 29, 2023, the NBU Board approved the First Amendment to the Note Purchase Agreement of the existing commercial paper program to reflect changes from the London Interbank Offered Rate (LIBOR) Index to the Secured Overnight Financing Rate (SOFR) Index as the benchmark loan index associated with the Series 2019B Notes.

On December 12, 2024, the NBU Board approved the second extension of the commercial paper program with JPMorgan Chase Bank, National Association, to May 29, 2028, pursuant to the terms contemplated in the Revolving Credit Agreement and the Note Purchase Agreement of the existing commercial paper program. This extension has continued to allow NBU to remain flexible in funding its capital program to meet continued growth at the most economical cost.

The Board, at its April 30, 2026, Board Meeting, authorized NBU to enter into a new commercial paper program agreement with JPMorgan Chase Bank, increasing capacity from $75 million to $125 million. This program increase will ensure that NBU maintains short-term operational capital fluidity.

**ISSUE:**
The NBU Board of Trustees, at its April 30, 2026, Board Meeting, authorized NBU staff to enter into a new commercial paper program agreement with JPMorgan Chase Bank, increasing capacity from $75 million to $125 million.

**STRATEGIC PLAN REFERENCE:**
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

**FISCAL IMPACT:**
There is no direct impact to the City of New Braunfels from the agreement with JPMorgan Chase Bank, as described above.

**RECOMMENDATION:**
NBU staff recommends approval of the ordinance.

**ORDINANCE AUTHORIZING**
**$125,000,000**
**CITY OF NEW BRAUNFELS, TEXAS**
**UTILITY SYSTEM REVENUE COMMERCIAL PAPER NOTES**
**SERIES 2026A AND SERIES 2026B**

**ORDINANCE NO. 2026-__**

**ORDINANCE NO. 2026-__**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF SHORT TERM OBLIGATIONS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $125,000,000 TO PROVIDE INTERIM FINANCING TO PAY PROJECT COSTS FOR ELIGIBLE PROJECTS FOR THE CITY'S UTILITY SYSTEMS; AUTHORIZING SUCH SHORT TERM NOTES TO BE ISSUED, SOLD, AND DELIVERED AS COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES; PRESCRIBING THE TERMS, FEATURES, AND CHARACTERISTICS OF SUCH NOTES; APPROVING AND AUTHORIZING THE EXECUTION OF AGREEMENTS ENTERED INTO IN CONNECTION WITH THE FOREGOING; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES TO ACT ON BEHALF OF THE CITY AND NEW BRAUNFELS UTILITIES IN THE SALE AND DELIVERY OF SUCH NOTES, WITHIN THE LIMITATIONS AND PROCEDURES SPECIFIED HEREIN AND IN ACCORDANCE WITH APPLICABLE LAW; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, SECURITY, AND DELIVERY OF SUCH NOTES; APPROVING THE USE OF AN OFFERING MEMORANDUM IN CONNECTION WITH THE PUBLIC SALE OF CERTAIN OF SUCH NOTES; ENACTING OTHER PROVISIONS INCIDENT AND RELATED TO THE SUBJECT AND PURPOSE OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of New Braunfels, Texas (the *City*) is a "Home-Rule City", acting as such under the Constitution and general laws of the State of Texas, has a population in excess of 50,000, and has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation (without regard to credit enhancement); and

**WHEREAS**, the City Council (the *City Council*) of the City hereby determines to issue its short term obligations pursuant to the provisions of Texas Government Code, Chapter 1371, as amended (the *Act*), to provide interim financing for additions, improvements and extensions to the City's Utilities System (the *System*) and to refund obligations issued in connection with such projects; and

**WHEREAS**, such short term obligations proposed to be issued pursuant to this Ordinance constitute obligations which the City intends to fund or refund through the issuance of obligations of the City payable from Net Revenues of the System, as permitted by Texas Government Code, Chapter 1502, as amended, including refunding bonds issued pursuant to and in accordance with the provisions of Texas Government Code, Chapter 1207, as amended; and

**WHEREAS**, the management and control of the System is conducted for the City by the Board of Trustees (the *Board*) of New Braunfels Utilities (*NBU*) established and created pursuant to the provisions of Section 1502.051 et seq., as amended, Texas Government Code; and

**WHEREAS**, Commercial Paper Notes designated as "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026A" (the *Series 2026A Commercial Paper Notes*) and "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026B" (the *Series 2026B Commercial Paper Notes*) are hereby authorized to be issued in the principal amount at any one time outstanding of not to exceed $125,000,000 (*the CP Program Capacity*); and

**WHEREAS**, commercial paper notes proposed to be issued constitute bond anticipation notes which the City intends to refund through the issuance of its revenue bonds issued pursuant to Chapter 1207, as amended, Texas Government Code, as contemplated and permitted under Section 1371.057(c) of the Act; and

**WHEREAS**, arrangements relating to such interim financing have been settled and the City Council hereby finds and determines that the issuance of Commercial Paper Notes in the form of multiple series, and related loan notes (executed in connection with Credit Agreements) subject to the terms, conditions and limitations hereinafter prescribed, should be approved and authorized at this time; and

**WHEREAS**, the City Council hereby finds and determines that the authorization of the aforementioned series and of Commercial Paper Notes and the adoption of this Ordinance are in the best interests of the residents of the City and the ratepayers of the System; **NOW THEREFORE:**

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

## ARTICLE I

## DEFINITIONS

**SECTION 1.1 DEFINITIONS**. Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this Ordinance or any ordinance amendatory or supplemental hereto, shall be construed, are used and are intended to have the following meanings, to-wit:

*Act* shall mean Chapter 1371, as amended, Texas Government Code.

*Additional Senior Lien Obligations* shall mean bonds, notes, warrants, certificates of obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in the Senior Lien Obligations Ordinances and which obligations are equally and ratably secured solely by a first lien on and pledge of the Net Revenues on a parity with the currently outstanding Previously Issued Senior Lien Obligations and any Additional Senior Lien Obligations hereafter issued by the City.

*Authorized Representative* shall mean the person or persons designated from time to time as the Authorized Representative by the City, notice of which is delivered in writing to the Bank, the Issuing and Paying Agent, and the Dealers. The Authorized Representative of the City shall be, initially, the City Manager of the City, the President of the Board of Trustees of NBU, the

Chief Executive Officer of NBU, the Chief Financial Officer of NBU, any party succeeding to substantially all or part of the responsibilities and duties of any of the foregoing regardless of title, or such other officer or employee of the City designated by the City or the Board to act as an Authorized Representative.

*Available Commitment* shall mean the aggregate liquidity commitment available in support of Notes of a particular Series at any time under the respective terms of a Credit Agreement at such time valid and in effect relative to such Series of Notes.

*Bank* shall mean (i) as applicable, the Series A Bank or the Series B Bank and, together, the Series A Bank and the Series B Bank, (ii) an obligated financial institution under a substitute or additional Credit Agreement entered into under Section 2.16 hereof, or (iii) in the event that the City has contracted with a syndicate of financial institutions under a single Credit Agreement (including the addition of a financial institution to any Credit Agreement), such syndicate of financial institutions, the financial institution identified as the representative or agent of such syndicate of financial institutions, or any individual financial institution that is a part of such syndicate, as applicable or as identified by an Authorized Representative.

*Bank Rate* shall mean net effective interest rate payable to the Bank pursuant to the terms of a Credit Agreement under which said Bank is obligated; provided, however, that the Bank Rate shall never exceed the Maximum Interest Rate.

*Bank Note Fund* shall have the meaning given to such term in Section 4.4(b) hereof.

*Board* shall mean the Board of Trustees of New Braunfels Utilities to which the City Council has delegated management and control of the System pursuant to the Senior Lien Obligations Ordinances and Chapter 1502, as amended, Texas Government Code.

*Bond Counsel* shall mean any firm or firms of nationally recognized bond counsel selected by the Board on behalf of the City.

*Bond Ordinances* shall mean collectively the ordinances authorizing the issuance of the Senior Lien Obligations or Subordinate Lien Obligations.

*Bonds* shall mean a series or issue of bonds, notes or similar obligations (other than the Notes or any Credit Agreement (including the Loan Note)) issued or entered into, respectively, by the City subsequent to the date of passage of this Ordinance, which bonds, notes, or similar obligations are payable from and secured solely by a lien on and pledge of the Pledged Revenues or Net Revenues, on a parity in rank and dignity, or subordinate in rank and dignity to the lien and pledge securing the payment of the currently outstanding Senior Lien Obligations.

*Business Day* shall mean any day (i) when banks are not required or authorized by law or executive order to be closed in New Braunfels, Texas or New York, New York, or (ii) when the New York Stock Exchange is not required or authorized by law or executive order to be closed.

*Calculation Agent* shall mean an entity serving the role of calculation agent for the purpose of calculating, from time to time, the applicable interest rate on Notes directly placed with a purchaser (which may include a Bank) under any Credit Agreement, including (initially)

JPMorgan Chase Bank, National Association, as the "Calculation Agent" under the Series 2026B Agreement applicable to the Series 2026B Commercial Paper Notes.

*City* shall mean the City of New Braunfels, Texas, or any successor thereto.

*City Council* shall mean the governing body of the City.

*Code* shall mean the Internal Revenue Code of 1986, as amended, and when reference is made to a particular section thereof, the applicable Treasury Regulations from time to time promulgated or proposed thereunder.

*Commercial Paper Notes* shall mean, individually and (as applicable) together, the Series 2026A Commercial Paper Notes and the Series 2026B Commercial Paper Notes.

*Credit Agreement* shall mean a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Debt, purchase or sale agreements, interest rate swap agreements, or commitments or other contracts or agreements authorized, recognized and approved by the City as a Credit Agreement in connection with the authorization, issuance, security, or payment of Debt, including the Liquidity Agreements.

*Credit Facility* shall mean (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a rating agency having an outstanding rating on any Debt would rate such Debt fully insured by a standard policy issued by the insurer in its highest generic rating category for such obligations; or (ii) a letter or line of credit issued by any financial institution, provided that a rating agency having an outstanding rating on any Debt would rate such Debt in one of its four highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of such Debt and the interest thereon.

*Dealer* or *Dealers* shall mean each nationally recognized financial institution selected by an Authorized Representative to serve as a commercial paper dealer or co-dealer for the City with respect to any Series of Notes.

*Dealer Agreement(s)* shall mean each agreement, by and among the City and the Dealers as approved, authorized, confirmed and ratified pursuant to Section 3.4, attached hereto as Exhibit C, as may be amended, supplemented, extended, or otherwise modified from time to time in accordance with their terms, or any similar agreement with a substitute or successor Dealer or Dealers.

*Debt* shall mean

(1) all indebtedness payable from Pledged Revenues and/or Net Revenues incurred or assumed by the City for borrowed money (including indebtedness payable from Pledged Revenues and/or Net Revenues arising under Credit Agreements) and all other financing obligations of the System payable from Pledged Revenues and/or Net Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered) or otherwise.

For the purpose of determining "Debt", there shall be excluded any particular Debt if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

*Depository* shall mean one or more official depository banks of the Board.

*DTC* shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

*Eligible Investments* shall mean any or all of the authorized investments described in the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, in which the City or the Board may purchase, sell and invest its funds and funds under its control or any other authorized investments as provided by the laws of the State of Texas.

*Eligible Project* shall mean the acquisition or construction of improvements, additions or extensions for the System, including capital assets and facilities incident and related to the operation, maintenance, and administration thereof, all as provided in the Act, or to refinance or refund any principal and/or interest payment relating to any Debt or with respect to the payment of any obligation of the System pursuant to any Credit Agreement as permitted by the provisions of Section 1371.051 of the Act.

*Excess Earnings* shall mean the excess and any income attributable to such excess described in section 148(f)(2) of the Code.

*Fee Letter* shall have the meaning ascribed to such term in each Liquidity Agreement.

*Fiscal Year* shall mean the fiscal year used by the Board in connection with the operation of the System, now being the period of time beginning on August 1 and ending on July 31 of the same calendar year.

*Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii)

noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding 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 governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Notes.

*Gross Revenues* shall mean for any period all revenue during such period in respect or on account of the operation or ownership of the System, excluding (i) refundable meter deposits, (ii) restricted gifts, (iii) grants in aid of construction, (iv) any amounts payable to the United States as rebate pursuant to the provisions of the Senior Lien Obligations Ordinances and Section 4.8 of this Ordinance, (v) any impact fees charged by the System pursuant to the provisions of Chapter 395, as amended, Texas Local Government Code and earnings and income derived from the investment or deposit of money in any project fund and, the Reserve Fund, but including earnings and income derived from the investment or deposit of money in the Bond Fund (as defined in, and created pursuant to, the Senior Lien Obligations Ordinances), the Reserve Fund after it contains the Required Reserve, and any earnings and income from any special fund or account created and established for the payment or security of any Senior Lien Obligations and Subordinate Lien Obligations of the City related to the System (unless the ordinance which authorizes the issuance of any such obligations specifically provides that any such earnings and income are to be deposited to another fund or account other than the System Fund).

*Holder* or *Noteholder* shall mean the registered owner of any Note as shown on the registration books maintained by the Registrar, but if a Note is not in registered form, such terms shall mean any person, firm, association, or corporation who is in possession of any Note drawn, issued or endorsed to such person, firm, association or corporation or to the order of such person, firm, association or corporation or to bearer or in blank.

*Issuing and Paying Agent* or *Registrar* shall mean each agent appointed pursuant to Section 2.2 hereof, or any successor to such agent.

*Issuing and Paying Agency Agreement* shall mean each Issuing and Paying Agency Agreement between the City and the Issuing and Paying Agent, with respect to the Notes, approved and authorized to be entered into by Section 3.3 hereof, as from time to time amended or supplemented, or any subsequent agreement entered into with any Issuing and Paying Agent regarding any Series of Notes.

*Liquidity Agreement* shall mean, individually and (as applicable) together, the Series A Agreement and the Series B Agreement.

*Loan* shall mean a loan made under and subject to the conditions set forth in any Credit Agreement, including loans made under a Liquidity Agreement.

*Loan Note* shall mean the promissory note or notes issued pursuant to any Credit Agreement as evidence of loans made pursuant to any such Credit Agreement, to the extent required thereunder and having the characteristics contained therein and issued in accordance therewith, including each Loan Note entered into with respect to each Liquidity Agreement.

*Loan Note Rate* shall mean the applicable rate of interest payable on a Loan pursuant to a Loan Note related thereto, as further described and provided in the applicable Credit Agreement.

*Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System not paid from the proceeds of any Debt, including (i) the cost of all salaries, labor, materials, repairs, and extensions necessary to render efficient service, but only if, in the case of repairs and extensions, they are, in the judgment of the Board (reasonably and fairly exercised), necessary to maintain operation of the System and render adequate service to the City and the inhabitants thereof and other customers of the System, or are necessary to meet some physical accident or condition which would otherwise impair the payment of Debt, (ii) payments to pension, retirement, health, hospitalization, and other employee benefit funds for employees of the Board engaged in the operation or maintenance of the System, (iii) payments under contracts for the purchase of water supply, treatment of sewage, or other materials, goods, or services for the System to the extent authorized by law and the provisions of such contract, (iv) payments to auditors, attorneys, and other consultants incurred in complying with the obligations of the City or the Board hereunder, (v) the payments made on or in respect of obtaining and maintaining any Credit Facility, and (vi) any legal liability of the City or the Board arising out of the operations, maintenance, or condition of the System, but excluding any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on any Debt.

*Master Notes* means those forms of Notes issued, by applicable Series, of Commercial Paper Notes, in book-entry form only and registered in the name of Cede & Co., as nominee of DTC or another securities depository pursuant to Section 7.10 hereof which are intended to evidence the City's aggregate obligations under all Notes of such particular Series that are issued in book-entry form.

*Maximum Interest Rate* shall mean the lesser of 10% and the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the City in the exercise of its borrowing powers (currently prescribed by Chapter 1204, as amended, Texas Government Code, or any successor provision); provided however, that the 10% limitation described above shall not relate to obligations arising under Credit Agreements (including Loan Notes) or Notes directly purchased by a Bank pursuant to a Credit Agreement.

*Maximum Maturity Date* shall mean the fortieth anniversary of the date of passage of this Ordinance.

*Net Revenues* shall mean the Gross Revenues of the System, less current expenses of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such repairs and extensions as in the judgment of the Board of Trustees, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such

as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining "Net Revenues". Payments pursuant to contracts for the purchase of power and energy, supply of water and other materials, goods or services for the System to the extent authorized by law and the provisions of such contracts are also included and defined as operating and maintenance expenses of the System.

*Note* or *Notes* shall mean the Commercial Paper Notes issued pursuant to the terms of this Ordinance.

*Note Construction Fund* shall mean the fund so designated in Section 2.12 hereof, inclusive of all accounts and subaccounts therein established and maintained.

*Note Payment Fund* shall mean the fund so designated in Section 2.9 hereof, inclusive of all accounts and subaccounts therein established and maintained.

*Pledged Revenues* shall mean (i) the Net Revenues, plus (ii) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged to the payment of any Senior Lien Obligations, and excluding those revenues excluded from Gross Revenues.

*Previously Issued Senior Lien Obligations* shall mean (i) the outstanding and unpaid obligations of the City that are payable solely from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System, identified as follows:

(1) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2004", dated January 15, 2004, and issued in the original principal amount of $10,337,595.90,

(2) ["City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015," dated January 15, 2015, and issued in the original principal amount of $26,870,000,

(3) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016," dated March 1, 2016, and issued in the original principal amount of $62,235,000, and

(4) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2018, dated April 1, 2018, and issued in the original principal amount of $45,200,000,]

(5) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2020," dated May 1, 2020, and issued in the original principal amount of $88,100,000,

(6) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2021," dated July 1, 2021, and issued in the original principal amount of $68,250,000,

(7) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022," dated July 1, 2022, and issued in the original principal amount of $73,855,000,

(8) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2022A," dated September 1, 2022, and issued in the original principal amount of $40,000,000,

(9) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2024," dated January 15, 2024, and issued in the original principal amount of $118,745,000,

(10) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2025," dated May 15, 2025, and issued in the original principal amount of $82,590,000,

(11) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2026," dated _____, 2026, and issued in the original principal amount of $_____, and

(12) "City of New Braunfels, Texas, Utility System Revenue Bonds, Taxable Series 2026A (Texas Water Development Board - Drinking Water State Revolving Fund Lead Service Line Replacement Program)," dated June 1, 2026, and issued in the original principal amount of $490,000,

and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues and/or Net Revenues of the System as determined by the City Council in accordance with any applicable law.

*Project Costs* shall mean all costs and expenses incurred in relation to Eligible Projects, including without limitation design, planning, engineering and legal costs, acquisition costs of land, interests in land, right-of-way and easements, construction costs, costs of machinery, equipment, and other capital assets incident and related to the operation, maintenance, and administration of an Eligible Project, financing costs, including interest during construction and thereafter, underwriter's discount and/or fees, legal, financial, and other professional services, and reimbursement for such Project Costs attributable to Eligible Projects incurred prior to the issuance of any Notes.

*Senior Lien Obligations* shall mean, collectively, the currently outstanding Previously Issued Senior Lien Obligations, and any Additional Senior Lien Obligations hereafter issued by the City.

*Senior Lien Obligations Ordinances* shall mean the City ordinances authorizing the currently outstanding Previously Issued Senior Lien Obligations, and any Additional Senior Lien Obligations hereafter issued by the City.

*Series* shall mean, as applicable, the Series A Commercial Paper Notes, and/or the Series B Commercial Paper Notes.

*Series A Agreement* shall mean the Credit Agreement between the City and the Series A Bank relating to the Series A Commercial Paper Notes and approved and authorized pursuant to Section 2.15 hereof, as from time to time amended or supplemented, or a substitute Credit Agreement provided in lieu thereof in accordance with the provisions of Section 2.16 hereof.

*Series A Bank* shall mean the party that from time to time provides liquidity support for the Series A Commercial Paper Notes.

*Series A Commercial Paper Notes* shall mean the "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026A," which note or notes are issued pursuant to the provisions of this Ordinance and have the terms and characteristics specified in Section 2.3 hereof and in the form described in Section 2.5 hereof.

*Series B Agreement* shall mean the Credit Agreement between the City and the Series B Bank, relating to the Series B Commercial Paper Notes, including the Credit Agreement approved and authorized pursuant to Section 2.15 hereof, as from time to time amended or supplemented, or a substitute Credit Agreement provided in lieu thereof in accordance with the provisions of Section 2.16 hereof.

*Series B Bank* shall mean the party that from time to time provides liquidity support for the Series B Commercial Paper Notes.

*Series B Commercial Paper Notes* shall mean the "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026B," which note or notes are issued pursuant to the provisions of this Ordinance and have the terms and characteristics specified in Section 2.3 hereof and in the form described in Section 2.5 hereof.

*Special Project* shall mean to the extent permitted by law, any water, sanitary sewer, wastewater or electric light and power system property, improvement, or facility declared by the City, upon the recommendation of the Board, not to be part of the System, for which the costs or acquisition, construction, and installation are paid from proceed of a financing transaction other than the issuance of bonds payable from ad valorem taxes, Pledged Revenues, or Net Revenues and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Pledged Revenues, or Net Revenues, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

*Subordinate Lien Obligations* shall mean any bonds, notes, warrants, certificates of obligation, or other Debt issued from time to time by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of the outstanding Senior Lien Obligations issued from time to time by the City and which obligations are on a parity with the Commercial Paper Notes and the Loan Notes, and, in addition to the Commercial Paper Notes and the Loan Notes include the following:

(1) "City of New Braunfels, Texas, Utility System Program Notes, Taxable Series 2021," issued in the maximum principal amount of $75,000,000.

*System* shall mean the City's waterworks, sanitary sewer and electric light and power systems and all properties, real, personal, mixed or otherwise now owned or hereafter acquired by the City through purchase, construction or otherwise and used in connection with said System and in any wise appertaining thereto, whether situated within or without the limits of the City.

*Term Loans* shall mean the unpaid principal amount of the Loans that are converted to "term loans" pursuant to a related Credit Agreement.

**SECTION 1.2 CONSTRUCTION OF TERMS UTILIZED IN THIS ORDINANCE.** If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

## ARTICLE II

## AUTHORIZATION OF NOTES

**SECTION 2.1 GENERAL AUTHORIZATION.** Pursuant to authority conferred by and in accordance with the provisions of the Constitution and general laws of the State of Texas, particularly the Act and Chapter 1502, as amended, Texas Government Code, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount at any one time outstanding not to exceed ONE HUNDRED TWENTY-FIVE MILLION DOLLARS ($125,000,000), to be designated and bear the title of "CITY OF NEW BRAUNFELS, TEXAS UTILITY SYSTEM REVENUE COMMERCIAL PAPER NOTES, SERIES", and additionally distinguished alphabetically or numerically by Series, as applicable (currently, *SERIES 2026A* and *SERIES 2026B*, respectively), and in the applicable form provided in Section 2.05 hereof, for the purpose of financing Project Costs of Eligible Projects; to refinance, renew, or refund Notes issued pursuant to the provisions hereof and any Loan Notes issued pursuant to a Credit Agreement; and the Loan Notes shall be and are hereby authorized to be issued in the aggregate principal amount of ONE HUNDRED TWENTY-FIVE MILLION DOLLARS ($125,000,000) plus requisite interest coverage (the *Program Capacity*) at any one time outstanding from time to time for the purpose of evidencing Loans to pay the principal of and (as applicable) interest on the Notes of the applicable Series; all in accordance with and subject to the terms, conditions and limitations contained herein and in any Credit Agreement in effect. For purposes of this Section 2.1, any portion of outstanding Notes to be paid from money on deposit in the Note Payment Fund (from the appropriate account or subaccount therein), the Bank Note Fund, and from the available proceeds of Notes of the applicable Series or Bonds on the day of calculation shall not be considered outstanding. The authority to issue Notes from time to time under the provisions of this Ordinance shall exist until the Maximum Maturity Date, regardless of whether prior to the Maximum Maturity Date there are at any time no Notes outstanding. The designation of the Notes shall be made in accordance with the requirements of Section 2.5 and the instructions to the Issuing and Paying Agent as described in Section 3.1 hereof.

So long as any Notes remain outstanding, each Authorized Representative is hereby appointed to act for and on behalf of the City, and authorized to carry out and discharge the purposes, duties, and obligations set forth in the Ordinance and any Issuing and Paying Agency Agreement, Credit Agreement, and Dealer Agreement and for the purpose of renewing, extending, modifying, or substituting any such agreement.

**SECTION 2.2 TERMS APPLICABLE TO NOTES - GENERAL.** Subject to the limitations contained herein, Notes herein authorized shall be dated as of their date of issuance or prior thereto, but within 30 days of the date of issuance (the *Note Date*), as determined by an Authorized Representative; shall bear no interest or bear interest at such rate or rates per annum computed on the basis of either actual days, and on a 365-day or 366-day year or a 360-day year (comprised of twelve 30-day months), whichever is applicable (but in no event in any case to exceed the Maximum Interest Rate in effect on the date of issuance thereof) as may be determined by an Authorized Representative, and all Notes authorized herein shall mature on or prior to the Maximum Maturity Date.

Subject to the limitations contained herein, the City reserves the right and has delegated to the Authorized Representatives the ability to enter into any Credit Agreement, each with a single bank provider or a syndicate of banks acting through a single administrative agent. Such Credit Agreements may provide credit and/or liquidity support for Notes, whether directly purchased by a Bank, privately placed, or publically offered in the municipal capital markets, and shall be evidenced by the applicable Credit Agreement approved by City Council.

Subject to the Maximum Interest Rate limitation, Notes authorized to be issued hereunder without a fixed numerical rate of interest for the term thereof shall bear interest in accordance with a clearly stated formula or method of calculation as determined by an Authorized Representative, or by a Calculation Agent, if any, pursuant to the terms of a Credit Agreement, and such formula or method of calculation shall be set forth in each Note.

Notes issued hereunder may contain terms and provisions for the redemption or prepayment thereof prior to maturity, subject to any applicable limitations contained herein, as shall be determined by an Authorized Representative.

As determined from time to time by an Authorized Representative in accordance with Section 2.3 and Section 3.1 hereof for each issuance of Commercial Paper Notes, Commercial Paper Notes shall be issued by Series; provided, however, that, unless specifically determined otherwise by an Authorized Representative, Commercial Paper Notes issued to refund outstanding Commercial Paper Notes shall be of the same Series, with no further action required by an Authorized Representative.

Subject to applicable terms, limitations and procedures contained herein, Notes may be sold in such manner through a direct purchase by a Bank or at public or private sale, each of the foregoing at a price and under terms (within the interest rate and yield restrictions provided herein) as an Authorized Representative shall approve at the time of the sale thereof; provided, however, that no price shall result in the realization of Note proceeds exceeding the lesser of the Available Commitment at such time in effect and the Program Capacity (or as otherwise may be limited from time to time pursuant to applicable law).

The Notes shall be issued in registered form, without coupons. The principal of, premium, if any, and interest on the Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder of the Note; the principal thereof to be payable upon presentation and surrender of the Note at the corporate trust office of the Issuing and Paying Agent and interest thereon to be payable to the registered owner thereof either (i) by check sent by United States mail, first class, postage prepaid, to the address of the registered owner appearing on the Registration Books of the City maintained by the Issuing and Paying Agent or (ii) by such other method, acceptable to the Issuing and Paying Agent requested by the registered owner, but interest on a Note registered to bearer shall be payable only upon presentation of the Note at the designated corporate trust office of the Issuing and Paying Agent.

The selection and appointment of Zions Bancorporation, National Association, to serve as Issuing and Paying Agent and Registrar for the Series A Commercial Paper Notes and, to the extent applicable, Series B Commercial Paper Notes is hereby confirmed. Provided, however, while the Series B Agreement is in effect, the selection and appointment of JPMorgan Chase Bank, National Association as the initial Issuing and Paying Agent and Registrar for the Series B Commercial Paper Notes is hereby confirmed. The City covenants to maintain and provide an Issuing and Paying Agent and Registrar at all times while the Notes are outstanding, which shall be a national or state banking association or corporation or trust company organized and doing business under the laws of the United States of America or of any State and authorized under such laws to exercise trust powers. The City may appoint separate Issuing and Paying Agents and Registrars for Notes, on the basis of Series of Notes. Should a change in an Issuing and Paying Agent and Registrar for a Series of Notes occur, the City, acting through the Authorized Representative, agrees to promptly cause a written notice thereof to be (i) sent to each registered owner of the Notes of such Series then outstanding by United States mail, first class, postage prepaid, or (ii) published in a financial publication, newspaper, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*), once during each calendar week for at least two calendar weeks. Such notice shall give the address of the successor Issuing and Paying Agent and Registrar. A successor Issuing and Paying Agent and Registrar may be appointed without the consent of the Holders.

The City, the Board, and the Issuing and Paying Agent and Registrar shall treat the registered owner thereof as the absolute owner of any Note for the purpose of receiving payment thereof and for all purposes, and the City, the Board, and the Issuing and Paying Agent and Registrar shall not be affected by any notice or knowledge to the contrary.

**SECTION 2.3 COMMERCIAL PAPER NOTES.** Under and pursuant to the authority granted hereby and subject to the limitations contained herein, (i) Notes in the form of Commercial Paper Notes to be designated "City of New Braunfels, Texas Utility System Revenue Commercial Paper Notes, Series 2026A" for which liquidity support is provided under the Series A Agreement and (ii) Notes in the form of Commercial Paper Notes to be designated "City of New Braunfels, Texas Utility System Revenue Commercial Paper Notes, Series 2026B" and for which liquidity support may be provided under the Series B Agreement from time to time (but is not so provided initially), are hereby each authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in denominations of $100,000 and integral multiples of $1,000 in excess thereof, marked by letter and/or number to indicate

Series, and further designated in consecutive order in the order of their issuance and to mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided, however, that no Commercial Paper Note shall (i) mature after the Maximum Maturity Date, (ii) mature after the Business Day prior to the stated date of termination of any Credit Agreement then-relating to such Series of Commercial Paper Notes, or (iii) have a term in excess of two hundred seventy (270) days. Interest, if any, on Commercial Paper Notes shall be payable at maturity with principal, or at such other times as set forth in a Credit Agreement approved by an Authorized Representative (which date or dates of payment of interest are herein defined as an *Interest Payment Date*).

**SECTION 2.4 LOAN NOTE**. Under and pursuant to authority granted hereby and subject to the limitations contained herein and in each Credit Agreement, one or more Loan Notes relating to a Series of Commercial Paper Notes, any such Loan Note to be designated "City of New Braunfels, Texas Utility System Liquidity Agreement Loan Note", and further designated by Series to conform to the related Notes (and to reference the Bank under the applicable Credit Agreement), are hereby authorized and approved in accordance with the terms of this Ordinance and the applicable Credit Agreement. The form of such Loan Note shall be as set forth in each applicable Credit Agreement.

**SECTION 2.5 FORMS OF NOTES.** The Notes and the Certificate of Authentication to appear on each of the Notes shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends (including insurance companies) and endorsements thereon as may, consistent herewith, be approved by an Authorized Representative. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Notes.

The Notes shall be printed, lithographed, or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

(a) Form of Notes.

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NEW BRAUNFELS, TEXAS
UTILITY SYSTEM REVENUE COMMERCIAL PAPER NOTE
SERIES 2026__

No.: _____ Note Date:_____
Principal Amount: _____ Maturity Date: _____

[Interest to Maturity: _____] Number of Days: _____
Due at Maturity: _____ Interest Rate[1] (%): _____

Owner: _____

The City of New Braunfels, Texas (the *City*), FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of the Owner specified above on the Maturity Date specified above, the Principal Amount specified above and to pay interest, if any, on said Principal Amount [at said Maturity Date/on an Interest Payment Date], from the above specified Note Date to said Maturity Date at the per annum Interest Rate shown above (computed on the basis of [actual days elapsed and a 365-day or 366-day year, as may be applicable][a 360-day year (comprised of twelve 30-day months)]); both principal and interest on this Note (defined herein) being payable in lawful money of the United States of America at the principal corporate trust office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or its successor. No interest will accrue on the Principal Amount hereof after said Maturity Date.

This Note is one of an issue of commercial paper notes of the indicated Series, which, together with other forms of short-term obligations[, including the below referenced Loan Note[2]], has been duly authorized and issued in accordance with the provisions of an ordinance passed by the City Council of the City on May 11, 2026 (the *Ordinance*), for the purpose of financing Project Costs of Eligible Projects for the City's Utility System and to refinance, renew or refund certain obligations described in the Ordinance, all in accordance and in strict conformity with the provisions of Chapters 1371 and 1502, as amended, Texas Government Code.

This Note, together with the other Notes, is payable from and equally and ratably secured by a lien on and pledge of (i) the proceeds from (a) the sale of other Notes issued for such purpose and (b) the sale of a series or issue of Bonds to be issued by the City for such purpose, [(ii) Loans under and pursuant to a _____ (the *Liquidity Agreement*), dated as of _____, 2026, but effective as of _____, 2026, between the City and JPMorgan Chase Bank, National Association (the *Bank*), as amended, revised, supplemented, or substituted, pursuant to which the Bank has agreed to provide credit or liquidity to the City under the terms and conditions set forth therein, which Loans are to be evidenced by a Loan Note; provided, however, that the proceeds of Loans may only be used to pay the principal of Notes (including this Note)[3]], (iii) a lien on and pledge of the Net Revenues of the System, such lien on and pledge of the Net Revenues, however, being subordinate to the lien and pledge securing the payment of any Senior Lien Obligations issued

[1] If rate of interest calculated pursuant to a formula, the word "Variable" is placed in the blank rather than a numeric interest rate and this footnote is completed with the applicable formula.

[2] Delete footnote if not applicable.

[3] Information to be completed based on Credit Agreement in effect at the time Notes are issued and if Credit Agreement provides for open market liquidity (rather than direct placement of Notes to Bank thereunder). Renumber as applicable.

from time to time by the City and outstanding; and (iv) amounts in certain funds established pursuant to the Ordinance.

This Note, together with the other Notes authorized to be issued and from time to time outstanding under the Ordinance (including Notes of all Series), is payable solely from the sources hereinabove identified securing the payment thereof, and the Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any other property of the City or the System. The holder hereof shall never have the right to demand payment of this obligation from any funds raised or to be raised by taxation or from any other sources or properties of the City or the System except as identified above.

The Ordinance reserves the right and permits the issuance of (i) Additional Senior Lien Obligations while the Notes are outstanding, (ii) the issuance of Subordinate Lien Obligations payable from the same sources, or any portion of such sources, securing the payment of the Notes and equally and ratably secured by a parity lien on and pledge of such sources, or any portion thereof, and (iii) inferior lien obligations, without, with respect to any of the foregoing, any limitation as to principal amount but subject to any terms, conditions, and limitations as may be applicable thereto.

Reference is hereby made to the Ordinance, a copy of which may be obtained upon request to the City, and to all of the terms and provisions the Holder hereof by acceptance of this Note hereby assents, including, but not limited to, provisions relating to definitions of capitalized terms used herein without definition, the description of and the nature of the security for the Notes, the Net Revenues and other sources pledged to the payment of the Notes, the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders of the Notes, and the right to issue obligations payable from and secured by the Net Revenues.

It is hereby certified and recited that all acts, conditions and things required by law and the Ordinance to exist, to have happened and to have been performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Note, together with all other Notes, is not in excess of the principal amount of Notes permitted to be issued under the Ordinance.

This Note is, and has all the qualities and incidents of, a negotiable instrument under the laws of the State of Texas.

This Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, the City has authorized and caused this Note to be executed on its behalf by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Secretary and its official seal to be impressed or a facsimile thereof to be printed hereon.

COUNTERSIGNED:

City Secretary, City of New Braunfels, Texas

Mayor, City of New Braunfels, Texas

(SEAL)

ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes delivered pursuant to the within mentioned Ordinance.

_____, as Issuing and Paying Agent

By_____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: The signature of the registered owner must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular.

**SECTION 2.6 EXECUTION - AUTHENTICATION.**

(a) The Notes shall be executed on behalf of the City by the Mayor and attested by the City Secretary under its seal reproduced or impressed thereon, all as provided in Section 2.5 hereof. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of passage of this Ordinance shall be deemed to be duly executed on behalf of the

City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Notes authorized to be issued hereunder and with respect to Notes delivered in subsequent sales, exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

(b) No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Section 2.5 hereof, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified or registered and delivered.

**SECTION 2.7 NOTES MUTILATED, LOST, DESTROYED OR STOLEN.** If any Note shall become mutilated, the City, at the expense of the Holder of said Note, shall execute and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the City of the Note so mutilated. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Holder, shall execute and deliver a new Note of like interest rate and tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. Neither the City nor the Issuing and Paying Agent shall be required to treat both the original Note and any duplicate Note as being outstanding for the purpose of determining the principal amount of Notes which may be issued hereunder, but both the original and the duplicate Note shall be treated as one and the same instrument.

**SECTION 2.8 NEGOTIABILITY, REGISTRATION AND EXCHANGEABILITY.** The Notes issued hereunder shall be, and shall have all of the qualities and incidents of, a negotiable instrument under the laws of the State of Texas, and each successive Holder, in accepting any of the Notes, shall be conclusively deemed to have agreed that such Notes shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas. The books relating to the registration, payment and transfer or exchange of the Notes (the *Registration Books*) shall at all times be kept and maintained by the City at the designated corporate trust office of the Registrar, and the Registrar shall obtain, record and maintain in the Registration Books the name and address of each registered owner of the Notes, issued under and pursuant to the provisions of this Ordinance. Each Registrar shall provide the Board as agent of the City with a copy of the Registration Books and shall thereafter provide the Board as agent of the City (at the notice address for the City set forth in the Issuing and Paying Agent Agreement between the City and the Registrar, a Credit Agreement, or another agreement evidencing such relationship, as applicable) with copies of any changes in the Registration Books within one (1) Business Day after such change. Any Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Notes of like interest rate, tenor, Series, and character and of other authorized denominations upon the Registration Books by the Holder in person or by his duly authorized agent, upon surrender of such Note to the applicable Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to such Registrar. Upon surrender for transfer of any Note at the designated corporate trust office of a Registrar, such Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes executed on behalf of, and furnished by, the City of like tenor, Series, and character and of authorized denominations and having the same maturity, bearing interest at the same rate and of a like aggregate principal

amount as the Note or Notes surrendered for transfer. Furthermore, Notes may be exchanged for other Notes of like tenor, Series, and character and of authorized denominations and having the same maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the principal corporate trust office of the applicable Registrar. Whenever any Notes are so surrendered for exchange, the applicable Registrar shall register and deliver new Notes of like tenor, Series, and character as the Notes exchanged, executed on behalf of, and furnished by, the City to the Holder requesting the exchange. The City and the applicable Registrar may charge the Holder a sum sufficient to reimburse them for any expenses incurred in making any transfer or exchange after the first such transfer or exchange for such Holder. The applicable Registrar or the City may also require payment from the Holder of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered. The City and the applicable Issuing and Paying Agent and Registrar shall not be required (i) to issue, transfer or exchange any Note during a period beginning at the opening of business on the 15th day next preceding either any maturity date of such Note or any date of possible selection of such Note or parts thereof to be redeemed and ending at the close of business on the interest payment date or day on which the applicable notice of redemption is given, or (ii) to transfer or exchange any Note selected, called or being called for redemption in whole or in part. New Notes delivered upon any transfer or exchange shall be valid special obligations of the City, evidencing the same debt as the Notes surrendered by this Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the Notes surrendered. The City reserves the right to change the above registration and transferability provisions of the Notes at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the United States in effect at the time of issuance thereof. No purchase, sale, or transfer of any Notes, as herein provided, nor the setting of interest rates in respect thereof, shall constitute or be construed to be the extinguishment of any security or the indebtedness represented thereby or the reissuance of any security or the refunding of any indebtedness represented thereby.

**SECTION 2.9 NOTE PAYMENT FUND.**

(a) There is hereby created and established by the City a separate and special fund to be designated as the "City of New Braunfels, Texas Utility System Note Payment Fund" (the *Note Payment Fund*), and within such Note Payment Fund, the "City of New Braunfels, Texas Utility System Series A Note Payment Account" and the "City of New Braunfels, Texas Utility System Series B Note Payment Account". Each account or subaccount within the Note Payment Fund shall be established and created with the Issuing and Paying Agent that serves in such capacity for the related Series of Notes. Money on deposit within the applicable accounts and subaccounts in the Note Payment Fund shall be used to pay principal of, premium, if any, and interest on Notes at the respective Interest Payment Date, maturity date, or redemption date of each issue of such Notes as provided herein and, as applicable, the repayment of any Loans made pursuant to any Credit Agreement (evidenced by a Loan Note). Proceeds of Notes remaining in the applicable accounts and subaccounts of the Note Payment Fund not then necessary for the purposes thereof may be transferred to the corresponding account or subaccount of the Note Construction Fund (created pursuant to Section 2.12 hereof) upon request of an Authorized Representative (which request shall be made not later than one-year from the date of origination of the subject Note proceeds).

(b) Pursuant to Section 3.2(i) hereof, all proceeds of Notes issued to pay maturing principal of outstanding Notes, and pursuant to applicable provision of any Credit Agreement at such time effective, all proceeds of Loans (except proceeds of Loans retained by the Bank to repay all or any part of an outstanding Loan) shall be deposited into the applicable account or subaccount of the Note Payment Fund and used to pay the principal of, premium, if any and interest on such Series of the Notes (provided, however, that the proceeds of Loans pursuant to a Credit Agreement may only be used to pay principal of and (as and if applicable) interest on Notes of the Series to which such Credit Agreement relates) and to pay the principal of and interest on any Loan coming due pursuant to the terms of the applicable Credit Agreement.

(c) Additionally, all Net Revenues which are to be transferred from the System Fund (as defined in Section 4.3 hereof) to pay principal of and/or interest on Notes pursuant to Section 4.4(b) hereof shall be deposited to the applicable accounts and subaccounts of the Note Payment Fund.

(d) Pending the expenditure of money in the Note Payment Fund for authorized purposes, money deposited in said Fund may be invested at the direction of an Authorized Representative in Eligible Investments. Any income received from such investments shall be deposited, as received, into the System Fund and shall not, for purposes of this Ordinance, be considered an amount held in the Note Payment Fund.

(e) In addition to the accounts and subaccounts created in Section 2.9(a) above, the City hereby authorizes, within the Note Payment Fund and at the direction of an Authorized Representative, the creation and establishment of one or more accounts and subaccounts to provide for one account or subaccount to relate each Series of Notes with respect to which the City has entered into a particular Credit Agreement. Except as hereafter provided, all proceeds of borrowings under such Credit Agreement shall be deposited into the applicable account or subaccount of the Note Payment Fund and used to pay the principal of, premium, if any, and interest on the Series of Notes to which such Credit Agreement relates (and will be unavailable for the payment of the principal of, premium (if any), and interest on any Series of Notes to which it does not relate).

**SECTION 2.10 PAYMENTS; PLEDGE.**

(a) The Notes and the Loan Notes (and other obligations under any Credit Agreement) are special obligations of the City payable from and secured solely by the funds pledged therefor pursuant to this Section 2.10. The Board on behalf of the City shall make payments into the appropriate account or subaccount of the Note Payment Fund from proceeds of Notes or Loans or Bonds (or from Net Revenues on deposit in the System Fund which are transferred to the Note Payment Fund pursuant to Section 4.4 of this Ordinance in order to pay principal and/or interest on the Notes) at such times and in such amounts as are necessary to provide for the full payment of the principal of, premium, if any, and the interest on the Notes when due.

(b) To provide security for the payment of the principal of and interest on the Notes, the Loan Notes, and any other amounts due under any Credit Agreement relating to Notes, as the same shall become due and payable, there is hereby granted a lien on and pledge of, subject

only if the provisions of this Ordinance permitting the application thereof for purposes and on the terms and conditions set forth herein:

(i) the proceeds from (a) the sale of Bonds issued for such purpose and (b) the sale of Notes issued pursuant to this Ordinance for such purpose;

(ii) the proceeds from Loans; provided, however, that such Loan proceeds pursuant to the applicable Credit Agreement may only be used to pay the principal of and interest on Notes (so long as any Credit Agreement so permits use of Loan proceeds to pay for interest on Notes); provided further, however, that proceeds attributable to and derived from borrowings under and pursuant to a Credit Agreement are pledged to, and shall be used to pay, the principal of, premium, if any, and interest on the Notes of the particular Series to which such Credit Agreement relates;

(iii) the amounts held in the Note Payment Fund until the amounts deposited therein are used for authorized purposes; provided, however, that amounts in the respective accounts and subaccounts of the Note Payment Fund attributable to and derived from Loans shall be used only to pay, prior to any application to the payment of the Loan Note, the principal of (but no redemption premium) of the respective Series of Notes in full;

(iv) the amounts remaining on deposit in the applicable account or subaccount of the Note Construction Fund relating to a Series of Notes after the payment of all Project Costs;

and it is hereby resolved and declared that the principal of and interest on the Notes, the Loan Notes, and any other amounts due under any Credit Agreement related to Notes of such Series shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of the sources hereinabove identified in clauses (i), (ii), (iii), and (iv) subject and subordinate only to the exceptions noted therein.

(c) To provide additional security for the payment of the principal of and interest on the Notes, the Loan Notes, and other amounts due under any Credit Agreement as the same shall become due and payable, there is hereby granted a lien on and pledge of the Net Revenues, such lien on and pledge of Net Revenues to secure the Notes, Loan Notes, and other amounts due under any Credit Agreement, however, being (i) subordinate to the lien and pledge of the Pledged Revenues (which includes a first lien on and pledge of Net Revenues) securing the payment of any Senior Lien Obligations and (ii) on parity with the lien on and pledge of Net Revenues securing the payment of Subordinate Lien Obligations. The Notes, the Loan Notes, and amounts due under any Credit Agreement, secured by and payable from the lien on and pledge of Net Revenues as described in the preceding sentence, shall constitute Subordinate Lien Obligations.

(d) Unless Loan Notes or other borrowings made under any Credit Agreement are paid from the proceeds of Commercial Paper Notes or Bonds issued for such purposes, or amounts available in the Note Payment Fund or the Note Construction Fund, all as described above, such payments are to be made from Net Revenues on deposit in the Bank Note Fund established in Section 4.4 hereof.

(e) Money in all funds, accounts, and subaccounts herein created and established, to the extent not invested as permitted hereunder, shall be secured in the manner prescribed by law for securing funds of the City. Chapter 1208, as amended, Texas Government Code, applies to the City's incurring Debt under this Ordinance and the pledge of the Net Revenues granted by the City under this Section as security therefor, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Debt remains outstanding under this Ordinance such that the pledge of the Net Revenues granted by the City under this Section is to be subject to the filing requirements of Chapter 9, as amended, Business and Commerce Code, then in order to preserve to the registered owners and holders of such Debt 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, as amended, Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**SECTION 2.11 APPLICATION OF PRIOR COVENANTS.** The covenants and agreements (to the extent the same are not inconsistent herewith) contained in the Senior Lien Obligations Ordinances are hereby incorporated herein and shall be deemed to be for the benefit and protection of the Notes, the Loan Notes and the respective Holders thereof in like manner as applicable to the Senior Lien Obligations; provided, however, that in the event of any conflict between the terms, covenants and agreements contained herein and the terms, covenants and agreements contained in the Senior Lien Obligations Ordinances, the provisions of the Senior Lien Obligations Ordinances shall control over the provisions hereof.

**SECTION 2.12 NOTE CONSTRUCTION FUND.**

(a) There is hereby created and established a separate fund hereby designated as the "City of New Braunfels, Texas Utility System Note Construction Fund" (the *Note Construction Fund*), and within such Note Construction Fund, the "City of New Braunfels, Texas Utility System Series A Note Construction Account" and the "City of New Braunfels, Texas Utility System Series B Note Construction Account", to which shall be deposited the proceeds of Notes of the corresponding Series issued to pay Project Costs of Eligible Projects. The accounts and subaccounts of the Note Construction Fund shall be held by a Depository. Money deposited in the Note Construction Fund shall remain therein until from time to time expended to pay for Project Costs of Eligible Projects, and shall not be used for any other purposes whatsoever, except as otherwise provided below, and pending such expenditure, money in the Note Construction Fund may be invested at the direction of an Authorized Representative in Eligible Investments. Any income received from such investments (except as otherwise required to be rebated to the United States of America in accordance with the provisions of Section 4.8 hereof) shall be deposited into the Note Construction Fund for further deposit to the account or subaccount from which such investment earnings were derived.

(b) Any amounts on deposit in the Note Construction Fund may be designated by an Authorized Representative as eligible to pay interest during construction and thereafter may be transferred from time to time at the direction of an Authorized Representative to the credit of the appropriate account or subaccount of the Note Payment Fund for use in accordance with the terms of Section 2.9 hereof. Any amounts remaining in the Note Construction Fund after the payment of all Project Costs shall be paid into the Note Payment Fund (for further deposit to the

appropriate account or subaccount related to the corresponding Series of Notes from which such proceeds were derived) and used for the payment of such maturities of the Notes coming due at such times as may be selected by an Authorized Representative or for the payment of the Loan Notes, as the case may be; provided, however, that, in the event there are then in effect multiple Credit Agreements and there have been issued multiple Series of Notes, such amounts will be used to pay all Loan Notes arising under the Credit Agreement or Credit Agreements, respectively, relating to the Series of Notes from which such remaining proceeds were originally derived. In the event no Notes are outstanding and there are no outstanding Loans, any amounts in the Note Construction Fund not anticipated to be needed to pay Project Costs shall be transferred, upon direction of an Authorized Representative, to the Bond Fund established by the Senior Lien Obligations Ordinances and/or the debt service fund to be established for the payment of any Debt. For the avoidance of doubt, and except as specified in Section 2.10(b)(iv), funds held in the Note Construction Fund are not pledged as security for repayment of any Notes or Loan Notes or amounts from time to time owed under any Credit Agreement.

(c) In addition to the accounts and subaccounts created in Section 2.12(a), the City hereby authorizes, within the Note Construction Fund and at the direction of an Authorized Representative, the creation and establishment of one or more accounts and subaccounts to provide one account or subaccount to relate to each Series of Notes with respect to which the City has entered into a particular Credit Agreement and into which proceeds of Notes from such Series issued to pay Project Costs of Eligible Projects are to be deposited.

**SECTION 2.13 CANCELLATION.** All Notes which at maturity are surrendered to the applicable Issuing and Paying Agent and Registrar for the collection of the principal and interest thereon or are surrendered for transfer or exchange pursuant to the provisions hereof shall, upon payment or issuance of new Notes, be canceled by such Issuing and Paying Agent and Registrar, and such Issuing and Paying Agent and Registrar forthwith shall transmit to the Board as agent of the City a certificate identifying such Notes and that such Notes have been duly canceled and destroyed.

**SECTION 2.14 FISCAL AND OTHER AGENTS.** In furtherance of the purposes of this Ordinance, the City may from time to time appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes.

**SECTION 2.15 LIQUIDITY AGREEMENTS.** Each Liquidity Agreement initially entered into to provide liquidity support for the Series A Commercial Paper Notes and the Series B Commercial Paper Notes, respectively, attached hereto as Exhibit A, is hereby approved, and shall be entered into with the Bank identified therein. The form of the Loan Notes contained in each such Liquidity Agreement is also approved, including the interest rate thereon to be determined as set forth in the related Liquidity Agreement. Each Authorized Representative is hereby authorized to execute and deliver each Liquidity Agreement and any other documents called for thereunder. In addition, the Mayor and City Secretary are hereby authorized to execute and deliver any Loan Note related to such Liquidity Agreements. The City Secretary is authorized to place the City seal on any and all of the foregoing instruments.

The City hereby finds that each Liquidity Agreement is a Credit Agreement hereunder relating, to the Series of Notes identified therein. The payment of the respective fees identified in each Fee Letter and the other costs, expenses, and taxes described in each such Liquidity Agreement, as well as the timing of such payments, is hereby authorized from funds on deposit in the appropriate account or subaccount of the Note Payment Fund lawfully available to the Board for the payment thereof. When required, any "request for extension" (or other document having similar effect, in accordance with the terms of the applicable Liquidity Agreement) shall be delivered to each rating agency then providing a rating on Commercial Paper Notes simultaneously with the delivery to the applicable Bank, and the City will promptly provide to each such rating agency a copy of any "notice of extension" (or other document having similar effect, in accordance with the terms of the applicable Liquidity Agreement) it receives or notice that no extension was given.

The Board is hereby authorized to enter into any agreement supplemental to a Liquidity Agreement with the applicable Bank, as an Authorized Representative may deem appropriate. An Authorized Representative may agree with the Bank and the Board, to add additional banking institutions as a Bank under any Liquidity Agreement; provided, however, that such action shall not cause the then existing rating by each rating agency then providing a rating on the Notes of the applicable Series, to be reduced, as evidenced by a letter from the respective rating agency confirming the rating of such Notes of the applicable Series prior to such action.

**SECTION 2.16 RESERVATION OF RIGHT TO ENTER INTO CERTAIN CREDIT AGREEMENTS.** The City hereby authorizes any Authorized Representative to enter into Credit Agreements, whether as an extension of any existing Liquidity Agreement, in substitution for any Liquidity Agreement or in addition to an existing Liquidity Agreement, in conjunction with the issuance, payment, sale, resale or exchange of Notes (and payment of amounts existing thereunder and as may be evidenced by one or more Loan Notes, which may be on a parity with the Notes) when determined to be advantageous to or desirable by the Authorized Representative, at the request of the Board, subject to the following conditions:

(a) each Credit Agreement must be in substantially the same form as those Liquidity Agreements approved pursuant to the terms of this Ordinance and attached hereto as Exhibit A;

(b) the maximum amount of liquidity provided pursuant to the terms of any Credit Agreement shall not exceed the Program Capacity (measured as the maximum aggregate principal amount of Notes at any one time outstanding plus interest thereon at the Maximum Interest Rate for a period not more than 270 days);

(c) the maximum interest rate borne by any obligations owed pursuant to the terms of any Credit Agreement shall not exceed the Maximum Interest Rate;

(d) the maximum term of any Credit Agreement shall not exceed the Maximum Maturity Date;

(e) a determination by an Authorized Representative that entering into any such Credit Agreement shall not result in default or breach of covenants relating to the Commercial Paper Program (including the terms of outstanding Notes or Loan Notes or any then-existing

Credit Agreement that remains in effect after the effectiveness of the new or extended Credit Agreement) and that entering into the subject Credit Agreement complies with applicable law; and

(f) evidence from each rating agency then providing a rating on the Series of Notes to which such Credit Agreement relates and that were outstanding before and after the effective date of such extension, substitution, or addition, that the existing rating on such Series of Notes is not impacted by such extension, substitution, or addition.

## ARTICLE III

## ISSUANCE AND SALE OF NOTES

### SECTION 3.1 ISSUANCE AND SALE OF NOTES.

(a) The Commercial Paper Notes shall be completed and delivered by the applicable Issuing and Paying Agent in accordance with, computer (electronic mail) or written instructions of an Authorized Representative in the manner specified below and in the Issuing and Paying Agent Agreement or Credit Agreement, as applicable. Said instructions shall specify such principal amounts, Note Dates, dates of issue, maturities, rates of discount or interest, and other terms and conditions which are hereby authorized and permitted to be fixed by an Authorized Representative at the time of sale of the Commercial Paper Notes. Such instructions shall include the purchase price of the Commercial Paper Notes, and a request that the applicable Issuing and Paying Agent authenticate such Commercial Paper Notes by counter signature of its authorized officer or employee and deliver them to the named purchaser or purchasers thereof upon receipt of payment in accordance with the custom then prevailing in the New York financial market in regard to such Commercial Paper Notes. By delivery of such instructions, the City represents that:

(i) all action on the part of the City necessary for the valid issuance of the Commercial Paper Notes then to be issued has been taken;

(ii) all provisions of Texas and federal law necessary for the valid issuance of such Commercial Paper Notes with provision for interest exclusion from federal income taxation have been complied with, and that such Commercial Paper Notes in the hands of the Holders thereof will be valid and enforceable obligations of the City according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors, rights heretofore or hereafter enacted to the extent constitutionally applicable;

(iii) for Notes, based upon the advice of Bond Counsel, the stated interest on the Commercial Paper Notes is excludable from federal income taxation;

(iv) no Event of Default under Section 5.1 hereof has occurred and is continuing as of the date of such instructions and that the subject Issuing and Paying Agent has not received a "no-issuance" or similar notice under a Credit Agreement then in effect and so applicable relating to a Series of Notes then to be issued;

(v) the City is in compliance with the covenants set forth in Article IV hereof and in any applicable Dealer Agreement as of the date of such instructions;

(vi) the Board as agent of the City has been advised by Bond Counsel that the projects to be financed with the proceeds of the Commercial Paper Notes will constitute Eligible Projects, and, further, that the proposed expenditure of the proceeds of such Commercial Paper Notes for such projects will not cause the City to be in violation of its covenants set forth in Section 4.8 hereof; and

(vii) the sum of the interest payable on such Commercial Paper Notes will not exceed a yield (calculated on the principal amount of the Commercial Paper Notes based on the actual number of days elapsed and a 365-day or 366-day year or 360-day year (comprised of twelve 30 day months), as may be applicable,) to the maturity date of such Commercial Paper Notes in excess of the Maximum Interest Rate in effect on the date of issuance of such Commercial Paper Notes.

(b) Any Loan Note, as applicable, shall be or have been delivered to the applicable Bank, as applicable, and indebtedness may be incurred thereunder in accordance with the terms of the applicable Credit Agreement.

Notwithstanding Subsection (a) above, to the extent Notes of a particular Series are being directly purchased by or privately placed with a Bank, the contents of the instructions may be specified in the related Credit Agreement.

**SECTION 3.2 PROCEEDS OF SALE OF NOTES**. The proceeds of the sale of any Notes (net of all expenses and costs of sale and issuance) shall be applied for any or all of the following purposes as directed by an Authorized Representative:

(i) Proceeds to be used for the payment and redemption of outstanding Notes at or before maturity and the repayment of any Loans (evidenced by the applicable Loan Note) or other amounts due under the applicable Credit Agreement shall be deposited in the applicable account or subaccount of the Note Payment Fund, and expended therefor; and

(ii) Proceeds not deposited in the Note Payment Fund as provided in subparagraph (i) above shall be deposited to the applicable account or subaccount of the Note Construction Fund and used and applied in accordance with the provisions of Section 2.12 hereof.

**SECTION 3.3 ISSUING AND PAYING AGENCY AGREEMENT.** The Issuing and Paying Agency Agreement, substantially in the form attached hereto as Exhibit B and as the same relates to the Series A Commercial Paper Notes and the Series B Commercial Paper Notes, if applicable, is hereby approved as to form and content, and the Mayor and City Secretary of the City and each Authorized Representative is hereby authorized and directed to execute the same for and on behalf of the City and, in connection with the execution thereof, approve such changes, additions, or amendments thereto as may be necessary and proper to carry out the purpose and intent of such Issuing and Paying Agency Agreement. The Board, on behalf of the City, is hereby authorized to enter into any supplemental agreements with the Issuing and Paying Agent or with

any successor Issuing and Paying Agent for any Series of Notes in order to implement the functions of Issuing and Paying Agent or Registrar with respect to the Notes and to have any Authorized Representative execute and deliver such document, and any other documents called for thereunder, for and on behalf of the City and the Board.

**SECTION 3.4 DEALER AGREEMENTS.** The Dealer Agreement or Dealer Agreements substantially in the form attached hereto as Exhibit C with each of the Dealers pertaining to the sale, from time to time, of the Commercial Paper Notes or the purchase of Commercial Paper Notes from the City, all for a fee as set forth in said Dealer Agreements, are hereby approved as to form and content, and the Mayor and the City Secretary or an Authorized Representative are each hereby authorized and directed to execute the same for and on behalf of the City. The Board, on behalf of the City, is expressly authorized, subject to any conditions or prerequisites specified in a then-effective Liquidity Agreement that relates to the subject Series of Notes, then at issue, to negotiate, secure, and finalize a replacement, substitute, amended, or revised Dealer Agreement and to have any Authorized Representative execute and deliver such document, and any other documents called for thereunder, for and on behalf of the City and the Board. Initially, there is no Dealer or Dealer Agreement for the Series B Notes.

## ARTICLE IV

## COVENANTS OF THE CITY

**SECTION 4.1 LIMITATION ON ISSUANCE**. Unless this Ordinance is amended and modified by the City Council in accordance with the provisions of Section 7.1 hereof, the City covenants that there will not be issued and outstanding at any time under this Ordinance more than $125,000,000 in principal amount of Notes; subject, however, to the provision below regarding the Available Commitment. For purposes of this Section 4.1 any portion of outstanding Notes to be paid on a particular day from money on deposit in the Note Payment Fund, the Bank Note Fund, and available proceeds of Notes or Bonds shall not be considered outstanding on such day. Additionally, the City covenants and agrees that the total principal amount of all Notes of a particular Series outstanding at any one time shall not exceed the sum total of the Available Commitment then applicable to such Series of Notes.

**SECTION 4.2 RATES AND CHARGES**. The City hereby agrees and covenants to the holders of the Senior Lien Obligations and covenants to the Holders of the Notes and the Loan Notes that it will at all times maintain rates and charges for the services furnished, provided, and supplied by the System which shall comply with the provisions of the Senior Lien Obligations Ordinances, and produce income and revenues sufficient:

(a) to pay Maintenance and Operating Expenses;

(b) to produce Net Revenues sufficient to pay (i) the principal of and interest on the Senior Lien Obligations and to make all required payments to the special funds or accounts created for the payment and security of the Senior Lien Obligations and (ii) the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Senior Lien Obligations and any other obligations or evidences of indebtedness issued or

incurred that are payable from and equally and ratably secured solely by a first lien on and pledge of the Net Revenues;

(c) to produce Net Revenues, together with any other lawfully available funds (including the proceeds of Debt which the City expects will be utilized to pay all or part of the principal and/or interest on any obligations described in this subsection (c)), sufficient to pay (i) the principal of and interest on any Subordinate Lien Obligations and any Additional Subordinate Lien Obligations and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Subordinate Lien Obligations, any Additional Subordinate Lien Obligations; and

(d) to pay any other Debt payable from the Net Revenues and/or secured by a lien on the System.

**SECTION 4.3 SYSTEM FUND**. Pursuant to Section 2.11 hereof, the City hereby reaffirms its covenant to the holders of the currently outstanding Senior Lien Obligations and hereby covenants with respect to the Holders of the Notes, that all Gross Revenues shall be deposited as received by the Board in the "City of New Braunfels, Texas Utility System Fund" (as established by the Senior Lien Obligations Ordinances and hereinafter referred to as the *System Fund*), which shall be maintained at a Depository and kept separate and apart from all other funds of the City and the Board, and monies in the System Fund shall be applied as provided in the Senior Lien Obligation Ordinances.

**SECTION 4.4 PRIORITY OF DEPOSITS AND PAYMENTS FROM SYSTEM FUND.**

(a) The Board, on behalf of the City, shall make the deposits and payments from the Pledged Revenues and/or Net Revenues in the System Fund when and as required by the Senior Lien Obligations Ordinances, and such deposits shall be made in the order and with the priorities set forth in the Senior Lien Obligations Ordinances. All Net Revenues to be applied by the Board for the payment of (i) principal and/or interest on any Notes or (ii) principal and/or interest on any Loan Notes and amounts from time to time due and owing under a related Credit Agreement (which are considered Subordinate Lien Obligations), shall be deposited into the Note Payment Fund for the payment of principal of and/or interest on Notes when due and to the Bank Note Fund (being the fund created and established under Subsection (b) below), if and when necessary, to pay when due those City obligations specified in Subsection (b) below.

(b) There is hereby created and there shall be established and maintained on the books of the Board at a Depository a separate fund to be known as the "Bank Note Fund" for the sole benefit of the Loan Notes and the Bank under the related Credit Agreement. All Net Revenues, to be applied by the Board in the manner specified in Subsection (a) above, for the payment, when due, of principal of and/or interest on the Loan Notes and amounts owed from time to time under the related Credit Agreement shall be deposited into the Bank Note Fund.

The City hereby authorizes, within the Bank Note Fund and at the direction of an Authorized Representative, the creation and establishment of one or more accounts to provide for

one account to relate each Series with respect to which the City has entered into a particular Credit Agreement.

**SECTION 4.5 MAINTENANCE OF AVAILABLE CREDIT FACILITIES REQUIREMENT.**

(a) The City agrees and covenants that at all times up to and including the Maximum Maturity Date, unless the Notes are no longer outstanding, it will maintain one or more Credit Agreements with Banks in amounts such that, assuming that all then outstanding Notes of a particular Series were to become due and payable immediately, the amount available for borrowing under the Credit Agreement or Credit Agreements applicable to such Series of Notes would be sufficient at that time to pay the principal of all Notes of such Series. However, the City reserves the right to provide internal liquidity for the Notes payable from the lawfully available cash balances. Such obligation to draw on its own funds prior to entering into a Loan pursuant to the terms of the applicable Credit Agreement will be in accordance with the provisions specified in such Credit Agreement. No Note shall be issued which if, after giving effect to the issuance thereof and, if applicable, the immediate application of the proceeds thereof to retire other Notes of such Series secured by each Credit Agreement, the aggregate principal amount of all Notes of such Series secured by each Credit Agreement would exceed the amount of the credit commitment under each Credit Agreement. The availability for borrowing of such amounts under each Credit Agreement may be subject to reasonable conditions precedent, including but not limited to, bankruptcy of the City. In furtherance of the foregoing covenant, the City agrees that it will not issue any Notes of a particular Series or make any borrowings which will result in a violation of such covenant, will not amend any Credit Agreements then in effect in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for an alternate Credit Agreement prior to, or contemporaneously with, the expiration of an existing Credit Agreement.

(b) The City hereby approves the respective Liquidity Agreements related to the Series A Commercial Paper Notes and the Series B Commercial Paper Notes.

(c) Together, the Liquidity Agreements currently satisfy the covenant contained in the first sentence of paragraph (a) above with respect to Available Commitments that supports the issuance of up to $125,000,000 in aggregate principal amount at any one time outstanding of Series A Commercial Paper Notes and Series B Commercial Paper Notes. Notwithstanding this Available Commitment, currently in an amount equal to the maximum principal component of the Program Capacity, the City expressly reserves (and delegates to an Authorized Representative) the ability to alter the Available Commitment under any applicable Credit Agreement; to deliver an additional Credit Agreement; provide an alternate Credit Agreement related to any Series of Notes, so long as the aggregate Available Commitments do not exceed $125,000,000; enter into and execute a Fee Letter related to an additional or alternate Credit Agreement; modify an existing Fee Letter related to an existing Credit Agreement; and do anything necessary or advisable related to the Notes and to otherwise engage in any action to effectuate the purposes of this Ordinance; provided, however, that any substitution, extension, or addition of a then-existing Credit Agreement shall require demonstration of compliance with Section 2.16 hereof.

**SECTION 4.6 BONDS**. The City hereby acknowledges that the Notes are being issued as bond anticipation notes, and therefore the City in good faith shall endeavor to sell a sufficient principal amount of the Bonds in order to have funds available, together with other money available therefor, to pay the Notes and the interest thereon, or any renewals thereof, as the same shall become due and other amounts, including Loan Notes and interest thereon, due under the Credit Agreements from time to time valid and in effect.

**SECTION 4.7 PUNCTUAL PAYMENT**. The Board on behalf of the City will punctually pay or cause to be paid the principal of and interest, if any, on the Notes (but only from the sources pledged herein), in conformity with the Notes, Loan Notes, this Ordinance, and any Credit Agreement.

**SECTION 4.8 NOTES TO REMAIN TAX EXEMPT.** The City covenants to take any action to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of 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:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Notes (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 are so used, that 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 Notes, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Notes (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;

(c) 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 Notes (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;

(d) to take any action to assure that the "nonqualified amount", within the meaning of section 141(b)(8) of the Code, does not exceed $15,000,000 unless the City obtains an allocation of volume cap under section 146 of the Code for such "nonqualified amounts" that exceeds $15,000,000.

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

(f) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(g) to refrain from using any portion of the proceeds of the Notes, 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 Notes, other than investment property acquired with;

(i) proceeds of the Notes invested for a reasonable temporary period of 3 years or less, until such proceeds are needed for the purpose for which the Obligations are issued,

(ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.103-13(b)(12) of the Treasury Regulations, and

(iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of 10 percent of the stated principal amount of the Notes, the maximum annual principal and interest requirements on the Notes, and 125 percent of the average annual principal and interest on the Notes;

(h) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of any Excess Earnings, and to pay to the United States of America, not later than 60 days after the Notes 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;

(j) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Notes;

(k) to execute and deliver to the Issuing and Paying Agent a Certificate as to Tax Exemption in the form prescribed by Bond Counsel in connection with the approval of the Notes; and

(l) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on such forms and in such places as such Secretary may prescribe.

The City represents and covenants that it will not expend, or permit to be expended, the proceeds of any Notes in any manner inconsistent with its reasonable expectations as certified in the Certificate as to Tax Exemption to be executed with respect to the approval of the Notes; provided, however, that the City may expend Note proceeds in any manner if the City first obtains an unqualified opinion of Bond Counsel that such expenditure will not impair the exemption from federal income taxation of interest paid on the Notes. For purposes of Section 4.8(i) hereof, the City hereby elects to treat those Notes redeemed during any six-month period as one "issue" in accordance with the provision of section 148(f)(3) of the Code. The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon.

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 Notes, the City will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of Bond Counsel, will not adversely affect the excludability of interest on the Notes from gross income for federal income tax purposes 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 Notes, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of Bond Counsel, to preserve the excludability of interest on the Notes from gross income for federal income tax purposes under section 103 of the Code.

**SECTION 4.9 OPINION OF BOND COUNSEL.** The City shall cause the legal opinion of Bond Counsel as to the validity of the Notes and as to the excludability of interest on the Notes from gross income for federal income tax purposes to be furnished to any Noteholder without cost. In addition, a copy of said opinion may be printed on each of the Notes.

**SECTION 4.10 RESERVED.**

**SECTION 4.11 RESERVED.**

**SECTION 4.12 COMPLIANCE WITH BOND ORDINANCES AND OTHER DOCUMENTS.** The City and the Board will comply with the terms and provisions of the Bond Ordinances and any other ordinance or contract to which the City or the Board is a party, the non-compliance with which would materially adversely affect the ability of the Board on behalf of the City to make payments on the Notes when due.

**SECTION 4.13 RESERVATION OF RIGHT TO ISSUE ADDITIONAL SENIOR LIEN OBLIGATIONS, ADDITIONAL SUBORDINATE LIEN OBLIGATIONS.**

(a) Additional Senior Lien Obligations. The City hereby expressly reserves the right to hereafter issue Additional Senior Lien Obligations in accordance with the provisions of the Senior Lien Obligations Ordinances, payable from and secured by a lien on and pledge of the Net Revenues of the System prior in right and claim to the lien and pledge securing the payment of any Subordinate Lien Obligations or obligations with a pledge of the Net Revenues inferior and subordinate to the pledge of the Net Revenues to the Subordinate Lien Obligations.

(b) Additional Subordinate Lien Obligations. The City hereby reserves, the right to issue, at any time, obligations payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and the pledge of such Net Revenues securing the payment of the Senior Lien Obligations issued from time to time by the City or obligations with a pledge of the Net Revenues on a parity with or inferior and subordinate to the pledge of the Net Revenues to the Subordinate Lien Obligations, as may be authorized by the laws of the State of Texas.

**SECTION 4.14 MAINTENANCE OF ISSUING AND PAYING AGENT.** The City will, and with respect to each Series of Notes, at all times maintain an issuing and paying agent in

the State of Texas, meeting the qualifications herein described, for the performance of the duties of the Issuing and Paying Agent for any Series of Notes hereunder. The Issuing and Paying Agent for any Series of Notes may be removed from its duties hereunder at any time with or without cause by action of an Authorized Representative and not less than 30 days' notice to each Holder specifying the substitution of another Issuing and Paying Agent for such affected Series of Notes, the effective date thereof, and the address of such successor Issuing and Paying Agent, but no such removal shall become effective until such successor shall have accepted the duties of the Issuing and Paying Agent for such affected Series of Notes hereunder by written instrument.

Each Issuing and Paying Agent appointed hereunder shall at all times be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000, subject to supervision or examination by federal or state authority, registered as a transfer agent with the Securities and Exchange Commission, and having an office in the State of Texas. If such corporation publishes reports of condition at least annually pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

## ARTICLE V

## EVENTS OF DEFAULT AND REMEDIES OF NOTEHOLDERS

**SECTION 5.1 EVENTS OF DEFAULT.** If one or more of the following events shall occur, that is to say:

(a) if default shall be made in the due and punctual payment of any installment of principal of any Note when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if the City shall fail to make due and punctual payment of any installment of interest on any Note when and as such interest installment shall become due and payable and such failure shall continue for five (5) Business Days;

(c) if applicable under a Credit Agreement at such time valid and in effect, if the Bank has delivered to the Issuing and Paying Agent notice of an "Event of Default" under a Credit Agreement that would permit the principal of the Loan Notes (and interest accrued thereon) to be made to become due and payable pursuant to the term out provisions under the Loan Notes and the applicable Credit Agreement;

(d) if default shall be made by the City in the performance or observance of any other of the covenants, agreements or conditions on its part in this Ordinance or in the Notes contained, and such default shall continue for a period of sixty (60) days after written notice thereof; provided, however, that if such default cannot be cured within the sixty (60) day period but corrective action to cure such default is commenced and diligently pursued until the default is corrected no such Event of Default shall be deemed to have occurred;

(e) if there shall occur the dissolution (without a successor being named to assume the rights and obligations) or liquidation of the City or the filing by the City of a voluntary petition in bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Bankruptcy Code, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted; or

(f) if an order or decree shall be entered, with the consent or acquiescence of the City, appointing a receiver or receivers of the System, or any part thereof, or of the rents, fees, charges or other revenues therefrom, or if such order or decree, having been entered without the consent or acquiescence of the City shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof;

then such event as described above shall constitute an "Event of Default" under this Ordinance.

**SECTION 5.2 SUITS AT LAW OR IN EQUITY AND MANDAMUS.** In case one or more Events of Default shall occur, then and in every such case the Holder of any Note at the time outstanding shall be entitled to proceed to protect and enforce such Holder's rights by such appropriate judicial proceeding as such Holder shall deem most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Ordinance, or in aid of the exercise of any power granted in this Ordinance, or to enforce any other legal or equitable right vested in the Holders of Notes by this Ordinance or the Notes or by law. The provisions of this Ordinance shall be a contract with each and every Holder of Notes and the duties of the City and the Board shall be enforceable by any Noteholder by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

**SECTION 5.3 REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the Holders of Notes is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by the Holder of any one or more of the Notes. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE VI

## MANAGEMENT OF THE SYSTEM

The complete management and control of the System during such time as any Debt is outstanding shall be vested in the Board pursuant to the provisions of Section 24 of the Senior Lien Obligations Ordinances which provisions are hereby incorporated by reference and Chapter 1502, as amended, Texas Government Code.

## ARTICLE VII

## MISCELLANEOUS

### SECTION 7.1 AMENDMENTS OR MODIFICATIONS.

(a) Amendments Without Consent of Holders. This Ordinance and the rights and obligations of the City and the Board and of the Holders of Notes may be modified or amended at any time by a supplemental ordinance, without notice to or the consent of any Holders, but only to the extent permitted by law and any Credit Agreement, and, subject to the rights of the Holders of the Notes, only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City or the Board;

(ii) to cure any ambiguity or inconsistency, or to cure or correct any defective provision contained in this Ordinance, upon receipt by the City of an approving opinion of Bond Counsel that the same is needed for such purpose, and will more clearly express the intent of this Ordinance; or

(iii) to supplement the security for the Notes, replace or provide alternate Credit Facilities, or change the form of the Notes or make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not materially adversely affect the interests of the Holders of the Notes;

(b) Amendments Requiring Consent of All Holders. Nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions of this Ordinance or of the Notes so as to:

(i) make any change in the maturity of any of the outstanding Notes;

(ii) reduce the rate of interest borne by any of the outstanding Notes;

(iii) reduce the amount of the principal payable on any of the outstanding Notes;

(iv) modify the terms of payment of principal of or interest on the outstanding Notes, or impose any conditions with respect to such payment;

(v) affect the rights of the Holders of less than all of the outstanding Notes; or

(vi) give priority of payment from Net Revenues to any Note over other Notes; or

(vii) reduce or restrict the pledge made pursuant to Section 2.10 hereof for payment of the Notes;

unless such amendment shall be approved by the Holders of all of the Notes (including any Bank as the Holder of a Loan Note) then outstanding;

(c) Amendments Requiring Consent of Bank and a Majority of Holders of Notes. The City may, with the written consent of the Bank and the Holders of a majority in aggregate principal amount of the Notes then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance which are otherwise not described under Section 7.1(a) or Section 7.1(b) hereof; and

(d) Amendments Effective Upon Maturity of all Then Outstanding Notes. Whenever the City shall desire to make any amendment to or additions to or rescission of this Ordinance requiring consent of the Bank and the Holders of the Notes then outstanding, the City may adopt such amendment, addition or recession (upon prior consent of the Bank but without having to receive the consent of any Holder of then outstanding Notes) which will become effective only upon the payment in full of all such outstanding Notes. The offering document, a form of which is attached hereto as Exhibit D, prepared by the City and used by the Dealer to sell any Series of publically marketed Notes which will be outstanding on and after the effective date of any such amendment, addition, or rescission must clearly state or describe such amendment, addition or rescission, and all persons who become Holders of Notes of such Series, on and after the effective date of such amendment, addition or rescission shall be deemed to have consented to such amendment, addition or rescission.

(e) Approval of Attorney General Required. Notwithstanding the foregoing provisions of this Section 7.1, no change, modification or amendment shall be made in this Ordinance or become valid and effective without the approval of such change, modification or amendment by the Attorney General of the State of Texas, to the extent (but only to the extent) required by the Act.

**SECTION 7.2 ADDITIONAL ACTIONS.** The Mayor, the City Secretary, an Authorized Representative, and the other officers of the City and the Board are hereby authorized and directed, jointly and severally, to do any and all things necessary and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Notes and agreements related thereto, and to otherwise engage in any action to effectuate the purposes of this Ordinance, any Credit Agreement, Dealer Agreement, Offering Memorandum (defined herein), Issuing and Paying Agency Agreement, Fee Letter, and any additional documents related thereto. Specifically, by the adoption of this Ordinance, the City Council hereby authorizes the payment of the fees and expenses incurred and to be paid by the Board in connection with the issuance, sale, and delivery of the Notes and the execution and delivery of each Credit Agreement, Dealer Agreement, Issuing and Paying Agency Agreement, Fee Letter, and any additional agreements related to the Notes, as well as amendments to each of the foregoing, and as otherwise provided in this Ordinance.

**SECTION 7.3 ORDINANCE TO CONSTITUTE A CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the Notes, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Holders from time to time of the Notes and the pledge made in this Ordinance by the City and the covenants and agreements set forth in

this Ordinance to be performed by the City shall be for the equal and proportionate benefit, security and protection of all Holders of the Notes, without preference, priority or distinction as to security or otherwise of any of the Notes authorized hereunder over any of the others by reason of time of issuance, sale or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Ordinance or, with respect to any Loan Note, the related Credit Agreement.

**SECTION 7.4 SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

**SECTION 7.5 PAYMENT AND PERFORMANCE ON BUSINESS DAYS.** Unless otherwise provided by the applicable Credit Agreement, whenever under the terms of this Ordinance or the Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment, and no interest shall accrue on such payments in the interim.

**SECTION 7.6 DEFEASANCE.** If, when all or any portion of the Notes shall have become due and payable in accordance with their terms or otherwise as provided in this Ordinance, the entire principal and interest so due and payable upon said Notes shall be paid, or if at or prior to the date said Notes have become due and payable, sufficient money and/or Government Securities the principal of and interest on which will provide sufficient money for such payment, shall be held in trust by an authorized escrow agent and provision shall also be made for paying all other sums payable hereunder by the City with respect to said Notes, the pledge herein created with respect to said Notes shall thereupon cease, terminate and become discharged and said Notes shall no longer be deemed outstanding for purposes of this Ordinance and all the provisions of this Ordinance relating to the Notes, including all covenants, agreements, liens and pledges made herein for the benefit thereof, shall be deemed duly discharged, satisfied and released. Notwithstanding the foregoing, prior to effectuating a defeasance of Notes pursuant to this Section, the City shall have first received written notification from each rating agency then providing a rating on the affected Notes that the contemplated Note defeasance will not result in a reduction or withdrawal of such Note rating.

**SECTION 7.7 LIMITATION OF BENEFITS WITH RESPECT TO THE ORDINANCE.** With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Ordinance or the Notes is intended or should be construed to confer upon or give to any person other than the City, the Board, Bond Counsel, the Holders of the Notes, any Issuing and Paying Agent and Registrar, and the parties to each Dealer Agreement and each Credit Agreement, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition,

stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Board, Bond Counsel, the Holders of the Notes, any Issuing and Paying Agent and Registrar and the respective parties to each Dealer Agreement and each Credit Agreement as herein and therein provided.

**SECTION 7.8 USE OF OFFERING MEMORANDUM.** The use by the Dealer of the "Offering Memorandum", substantially in the form attached hereto as Exhibit D, prepared by the City in connection with the sale of any Series of publically-marketed Commercial Paper Notes, and the distribution of the Offering Memorandum by the Dealer, is hereby approved and authorized.

**SECTION 7.9 APPROVAL OF ATTORNEY GENERAL.** No Notes herein authorized to be issued shall be sold or delivered by an Authorized Representative until the Attorney General of the State of Texas shall have approved this Ordinance, the Series A Agreement, the Series B Agreement, and other agreements and proceedings as may be required in connection therewith, all as required by the Act.

**SECTION 7.10 THE DEPOSITORY TRUST COMPANY.**

(a) The City has determined to issue the Series A Commercial Paper Notes initially in book-entry form and has determined to appoint The Depository Trust Company, New York, New York (*DTC*) to serve as the initial securities depository for the Notes and to maintain a book-entry only system of recording the ownership and transfer of ownership of beneficial interests in the Notes in accordance with this Section 7.10. These provisions shall apply to any additional Series of Notes issued in book-entry form.

(b) Notwithstanding any provision of this Ordinance to the contrary, unless the City shall otherwise direct, one or more Master Notes (per Series, evidencing all of the City's obligations under the Notes) shall be issued in lieu of individual Notes of a particular Series, which Master Notes shall be registered in the name of Cede & Co., as nominee of DTC, as the Registered Owner of the Master Notes, and held in the custody of the applicable Issuing and Paying Agent. Beneficial owners of Notes of such Series will not receive physical delivery of such Notes except as provided hereinafter as long as DTC shall continue to serve as securities depository for Notes of such Series, as provided herein, all transfers and beneficial ownership interests in Notes of such Series will be made by book-entry only, and no investor or other party purchasing, selling, or otherwise transferring beneficial ownership interests in the Notes is to receive, hold, or deliver any Notes; provided, that, if DTC fails or refuses to act as securities depository for those Notes, the City shall take the actions necessary to provide for the issuance of certificates to the Registered Owners of such Notes.

With respect to Master Notes registered in the name of Cede & Co., as nominee of DTC, the City and the applicable Issuing and Paying Agent shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Notes of such Series. Without limiting the immediately preceding sentence, the City and the applicable Issuing and Paying Agent 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 Notes of such Series, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown in the applicable Registration Books, of any notice with respect to those Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the applicable Registration Books, of any amount with respect to the principal of, premium, if any, or interest on those Notes.

(c) In the event that (i) DTC determines not to continue to act as securities depository for the Notes of the applicable Series (which determination shall become effective not less than ninety (90) days after written notice to such effect is given to the City and the applicable Issuing and Paying Agent); (ii) the City or the applicable Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes of such Series) that DTC is incapable of discharging its responsibilities described herein and in the DTC Letter of Representations; or (iii) the City or the applicable Issuing and Paying Agent determines (which determination is conclusive as to DTC, any DTC Participant and the beneficial owners of the Notes of such Series) that it is in the best interests of the beneficial owners of those Notes not to continue DTC's book-entry only system of transfer for the Notes of such Series, then the City shall use its best efforts to appoint a successor securities depository, qualified to act as such under Section 17A of the Securities Exchange Act of 1934, as amended. In the event of such an appointment, the City shall notify (a) DTC of the appointment of such successor securities depository and transfer one or more separate Notes of such Series, to such successor securities depository or (b) DTC Participants of the availability through DTC of Notes of such Series and transfer one or more separate Notes to DTC Participants having Notes of such Series credited to their DTC accounts. In such event, the Master Notes and Notes of such Series shall no longer be restricted to being registered in the applicable 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 Registered Owners transferring or exchanging Notes of such Series shall designate, in accordance with the provisions of this Ordinance.

In the event that the City fails to appoint a successor securities depository for the Notes of such Series, registered in book-entry form, the City shall execute and cause to be authenticated and delivered replacement Notes of such Series in certificated form, to the beneficial owners of those Notes.

(d) Notwithstanding any other provision of this Ordinance to the contrary, as long as any Master Notes or the Notes of a particular Series are registered in the name of Cede & Co., as nominee of DTC, (i) all payments with respect to the principal of and interest on such Notes and all notices with respect to those Notes shall be made and given, respectively, in the manner provided in Exhibit E - DTC Letter of Representations relating to the Series A Commercial Paper Notes; (ii) the requirements of this Ordinance of holding, delivering, or transferring Notes of such Series shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC, and (iii) delivery of the Master Notes and the Notes will be in accordance with arrangements among the City, the applicable Issuing and Paying Agent and DTC.

(e) If at any time DTC ceases to hold the Master Notes or the Notes of a particular Series in book-entry only form, all references herein to DTC shall be of no further force or effect.

(f) The DTC Letter of Representations shall be substantially in the form attached hereto as Exhibit E and the Master Notes shall be substantially in the form attached hereto as Exhibit F, the terms and provisions of which are hereby approved and the Mayor and City Secretary are hereby authorized to execute and deliver such DTC Letter of Representations and Master Notes on behalf of the City.

**SECTION 7.11 NOTICE TO RATING AGENCIES**. Any notices required to be delivered hereunder shall also be provided to each rating agency at such time providing a rating on the Notes. Such notices shall be given to each rating agency utilizing the following contact information: (1) Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group—Texas Local Ratings; (2) S&P Global Ratings, 55 Water Street, 38th Floor, New York, New York 10041, Attention: Municipal Structured Finance; and (3) Fitch Ratings, Inc., 33 Whitehall Street, New York, New York, 10004, Attention: Municipal Structured Finance.

**SECTION 7.12 PREAMBLE**. The preamble to this Ordinance shall be considered an integral part of this Ordinance, and is herein incorporated as part of the body of this Ordinance for all purposes.

**SECTION 7.13 FURTHER PROCEDURES**. 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 order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of each Series of Notes, any Issuing and Paying Agency Agreement, any Dealer Agreement and amendments thereto, any Credit Agreement and amendments thereto, and the Offering Memorandum. In addition, prior to the initial delivery of the Notes, the Mayor, the City Manager or Assistant City Manager, the City Attorney, any Authorized Representative, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order 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 Offering Memorandum, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Notes by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, 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 7.14 DELEGATION AUTHORITY**. Furthermore, though such parties may be identified, and the entry into a particular contract may be authorized, herein, pursuant to the Act, and any other applicable law, the City Council hereby delegates to any Authorized Representative the authority to independently select the counterparty to any contract that is determined by such party, NBU's Financial Advisor, or NBU's Bond Counsel to be necessary or incidental to the issuance of the Notes and which contract does not have a total value to such counterparty in excess of $1,000,000 (to include, with respect to the Notes, the Issuing and Paying Agent, any rating agency, and DTC) and, as necessary, to execute (now, heretofore, or hereafter) the same on behalf and as the act and deed of the City. As a result of the foregoing, any such

contracts are exempt from the provisions of Section 2252.908, as amended, Texas Government Code.

**SECTION 7.15 CITY'S CONSENT TO PROVIDE INFORMATION AND DOCUMENTATION TO THE TEXAS MAC.** The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Representative, NBU's Bond Counsel, and/or NBU's Financial Advisor to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Notes. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Notes.

**SECTION 7.16 EFFECTIVE DATE**. This Ordinance shall take effect and be in force immediately from and after its passage on the date shown below as provided in Texas Government Code, Section 1201.028, as amended.

*[The remainder of this page intentionally left blank]*

**PASSED AND APPROVED** this 11th day of May, 2026.

**CITY OF NEW BRAUNFELS, TEXAS**

By:_____
Mayor

**ATTEST:**

_____
City Secretary

**APPROVED AS TO FORM:**

_____
City Attorney

(CITY SEAL)

## SCHEDULE I

Exhibit A - Liquidity Agreements
Exhibit B - Issuing and Paying Agency Agreement
Exhibit C - Dealer Agreement
Exhibit D - Offering Document
Exhibit E - DTC Letter of Representations – 2026A
Exhibit F – DTC Master Note – 2026A

**EXHIBIT A**

Liquidity Agreements

See Tabs __ and __ of the Transcript of Proceedings

**EXHIBIT B**

Issuing and Paying Agency Agreement

See Tab __ of the Transcript of Proceedings

**EXHIBIT C**

Dealer Agreement

See Tab __ of the Transcript of Proceedings

**EXHIBIT D**

Offering Document

See Tab __ of the Transcript of Proceedings

**EXHIBIT E**

DTC Letter of Representations

**EXHIBIT F**

DTC Master Note – Series A Commercial Paper

Agenda Item No. J)

**PRESENTER:**
Jessica Williams, Chief Financial Officer (NBU)
**SUBJECT:**
Discuss and consider approval of a Resolution Authorizing an Application to the Texas Water Development Board's Water Supply and Infrastructure Grant Program and Resolving Other Matters Incident and Related Thereto.

**DEPARTMENT:** NBU

**COUNCIL DISTRICTS IMPACTED:** All

**BACKGROUND INFORMATION:**
In May of 2025, House Bill 500 ("HB 500") passed during the 89th Texas Legislative Session and includes $1.03 billion appropriation from the general fund to the Texas Water Development Board ("TWDB") for water supply and infrastructure grants. This funding is 100% grant funding with no loans or leveraging and is limited to governmental or political subdivisions with public water systems. Projects must align with water supply or water infrastructure strategies and recommendations identified in the 2027 State Water Plan. Project phase eligibility for populations of 150,000 or less can include planning, acquisition, design, or construction.

The application deadline will be July 31, 2026, with commitments and closings to escrow completed by May 1, 2027. The Scoring criteria determined by the TWDB will use the Service Area's Annual Median Household Income ("AMHI") compared to the State AMHI to rank project submissions. Extra points are given for projects that are deemed ready to proceed and a tiebreaker preference is given to entities that have not recently received financial assistance from the TWDB.

NBU staff have identified Water Tank Rehabilitation Phase 2 as the proposed project for submission under HB500. This project includes rehabilitation and maintenance of the elevated water storage tanks located at 223 Mission Valley Road (Newks Elevated Storage Tank) and 608 Kerlick Lane (Kerlick Elevated Storage Tank). The scope includes interior and exterior coating rehabilitation, structural repairs, replacement of appurtenances, and upgrades to tank instrumentation and heat tracing systems. The project cost is approximately $5.3 million and is considered shovel-ready, with design, permitting, and pre-construction activities substantially complete.

The Board, on April 30, 2026, Board Meeting, authorized NBU to apply to the TWDB for HB500 grant funding for Water Tank Rehabilitation Phase 2.

**ISSUE:**
The NBU Board of Trustees, on April 30, 2026, Board Meeting, authorized NBU staff apply to the TWDB for HB500 grant funding for Water Tank Rehabilitation Phase 2.

**STRATEGIC PLAN REFERENCE:**

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

**FISCAL IMPACT:**
There is no direct impact on the City of New Braunfels to apply for the TWDB HB500 grant.

**RECOMMENDATION:**
NBU staff recommends approval of the application process.

# Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Comal §
APPLICANT City of New Braunfels, TX §

I, the undersigned, Secretary of the City of New Braunfels, Texas, DO HEREBY CERTIFY as follows:

1. That on the _____day of_____, 20_____, a regular/special meeting of the City Council was held; the duly constituted members of the City Council being as follows:

_____

all of whom were present at the meeting, except the following:

_____

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the City Council of the City of New Braunfels, TX requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the _____ for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by_____, the resolution was passed and adopted by the _____ by the following vote:

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the _____for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the_____; the qualified and acting members of the _____ on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the _____; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the_____, this the_____ day of_____, 20_____.

_____
Secretary

(SEAL)

# Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Comal §

APPLICANT City of New Braunfels §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jessica Williams as the Authorized Representative of the City of New Braunfels, TX, who being by me duly sworn, upon oath says that:

1. The decision by the City of New Braunfels, TX (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the City of New Braunfels, TX (authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The City of New Braunfels, TX (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The City of New Braunfels, TX (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
none.

5. The City of New Braunfels, TX (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The City of New Braunfels, TX (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City of New Braunfels, TX (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,

on this _____ day of _____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

# Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of New Braunfels, TX requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of New Braunfels, TX:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $ 6,000,000 to provide for the costs of Water Tank Rehabilitations Phase 2.

SECTION 2: That Jessica Williams be and is hereby designated the authorized representative of the City of New Braunfels, TX for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of New Braunfels, TX before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Duane Westerman
SAMCO Capital Markets, Inc.

Engineer: _____

_____

Bond Counsel: Bob Dransfield
Norton Rose Fulbright US LLP

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

**5/11/2026**

Agenda Item No. A)

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

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

Agenda Item No. B)