



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



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

MONDAY, JULY 27, 2026 at 6:00 PM

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

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted.

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: MAYOR PRO TEM CAPIZZI

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

A) National Hire a Veteran Day

[26-831](#)

CITIZENS COMMUNICATIONS

We will now open Citizens Communications, our public comment period where our citizens are heard. In the interest of time and structure, this period is specifically for individuals to address the City Council on issues and items of concern that are not listed on this agenda. There will be no City Council action at this time. Citizens will be provided with the right to speak on posted agenda items, which we will recognize later when those specific items are called. In the interest of protecting the City's network and data security, we cannot accept flash drives or electronic files at the podium. (You do need to upload your digital files to the City Secretary's online form two hours prior to the meeting). Please use hard copies on our overhead projector for the Council to view. Individuals desiring to speak, please line up behind the podium and be ready. This is your time to address your City Council. We only ask that you remain respectful and courteous to everyone in the room. When you reach the podium, please state your name and whether you are a resident of New Braunfels, a non-resident, or live within our ETJ. Thank you.

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 July 13, 2026 regular and [26-813](#) executive session meeting minutes, and the July 17, 2026 and July 20, 2026 special meeting minutes.
Natalie Baker, Deputy City Secretary
- B) Approval of a contract with Siddons-Martin Emergency [26-561](#) Group for Preventive Maintenance of Pierce emergency apparatus equipment and repairs as needed to support the Fire Department.
Ruy Lozano, Fire Chief
- C) Approval of the City of New Braunfels FY 2026 Second [26-756](#) Quarter Investment Report.
Carren Ridge - Accounting and Treasury Manager
- D) Approval of amendment to Development Agreement with [26-779](#) AG Sunflower Ridge, LLC
Jeff Bransford, Assistant Director of Parks and Recreation
- E) Approval of an expenditure in the amount of \$223,160.00 [26-826](#) for the purchase of a modular building for the Parks Operations Division from Mobile Modular Management Corporation and authorization for the City Manager to execute all necessary documents.

Matthew Eckmann, Assistant Director of Public Works

- F) Approval of a budget amendment for the FY 2026 [26-844](#)
Special Revenue Fund.

Becky Wiatrek, Assistant Director of Finance

- G) Approval of an Interlocal Agreement with the University of [26-830](#)
Texas Regional Security Operations Center for
CyberSecurity Services at no cost to the City.

Tony Gonzalez, Director of Information Technology

- H) Approval of an amendment to the lease agreement [26-849](#)
between the City of New Braunfels and Sammie Lynn
Dietz, individually and doing business as Dietz Gun Shop
and Range and authorization for the City Manager to
execute all necessary agreements.

Matthew Eckmann, Assistant Director of Public Works

Resolutions

- I) Approval of a resolution giving consent to the issuance of [26-789](#)
Contract Revenue Bonds (Road Facilities), Series 2026,
by Comal County Water Improvement District No. 3
Master District (Mayfair).

Jeff Jewell, Economic and Community Development Director

2. INDIVIDUAL ITEMS FOR CONSIDERATION

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

- A) Public hearing and first reading of an ordinance, [26-797](#)
requested by Will Baker of Awe Be Ltd., to rezone
approximately 0.3 of an acre out of the Starlight Terrace
Subdivision Unit 1, Block 2, Lot 9, from M-1 (Light
Industrial District) to R-2A (Single-Family and
Two-Family District), currently addressed at 1038 and
1042 Seidel Street.

Matthew Simmont, AICP, Planning Manager

Applicant/Owner: Will Baker with Awe Be Ltd.

- B) Public hearing and first reading of an ordinance, [26-798](#)
requested by Elevate Permit Group, on behalf of Jeremy
Coburn, to rezone approximately 0.3 of an acre out of
City Block 5092, southwest part of Lot 29, from R-2
(Single-Family and Two-Family District) to C-O SUP

(Commercial Office District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 256 East Austin Street.

Matthew Simmont, AICP, Planning Manager

Applicant: Elevate Permit Group / Owner: Jeremy Coburn

- C) Public hearing and first reading of an ordinance, [26-804](#) requested by Miles Payne, on behalf of Samantha Richards, Executor of the Estate of John William Turner, to rezone approximately 2 acres out of City Block 3022, from M-1 (Light Industrial District) to M-1 SUP (Light Industrial District with a Special Use Permit for one residence with an allowance for short term rental), currently addressed at 474 North Guenther Avenue.

Matthew Simmont, AICP, Planning Manager

Applicant: Miles Payne

Owner: Samantha Richards, Executor of the Estate of John William Turner

- D) Discuss and consider approval of a resolution [26-815](#) authorizing proceeding with issuance of Certificates of Obligations and further directing the publication of Notice of Intention to issue City of New Braunfels, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026.

Jared Werner, Assistant City Manager

- E) Discuss and Consider approval of a resolution relating to [26-816](#) establishing the City's intention to reimburse itself for the prior lawful expenditure of funds relating to street and drainage improvements from the proceeds of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.

Jared Werner, Assistant City Manager

- F) Discuss and consider the appointment of three [26-778](#) Councilmembers to an Ad Hoc Committee concerning the Boards and Commissions.

Natalie Baker, Deputy City Secretary

3. **PRESENTATIONS**

- A) Presentation, update, and possible direction to staff on [26-886](#) the 2019 Bond Project - Police Department

Headquarters.

Jordan Matney, Deputy City Manager

Robert Camareno, City Manager

4. **EXECUTIVE SESSION**

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

- A) Deliberate issues regarding economic development [26-783](#)
negotiations in accordance with Section 551.087 of the
Texas Government Code:

1. Gruene 16

- B) Deliberate pending/contemplated litigation, settlement [26-818](#)
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 by New Braunfels Utilities to Secure
a Necessary Easement for the IH 35 Interceptor Upgrade
Rio Bar Screen Project:

· a 0.7402-Acre Permanent Utility Easement Out of the
A.M. Esnaurizar Survey, Abstract 98, Comal County,
Texas, Being All of Lot 8, Block 4, Resubdivision of Villa
Rio, According to the Plat of Record in Volume 129,
Page 312, of the Deed Records of Comal County, Texas,
Located at 470 Rio Drive, New Braunfels, Texas 78130,
and Assigned Comal Appraisal District Property ID 67480

b. Discuss Legal Options Relating to the Status of Real
Estate Negotiations to Secure Necessary Right-of-Way
and Utility Easement for the Barbarosa Road
Improvements Project:

· a 0.4592-acre ROW and 0.158-acre Utility Easement

out the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, out of Lot 2A, Timmerman Subdivision as recorded in Volume 5, Page 393 A & B, Map and Plat Records of Guadalupe County, Texas Located at 2241 Westmeyer Road, New Braunfels, Texas 78130, and Assigned Guadalupe County Appraisal District Property ID 43773

c. Cause No. 2026CV0238, City of New Braunfels v. Lynn K. Wohlfahrt

d. City of New Braunfels v. Stoddard Construction Management, Inc., and Swiss Re Corporate Solutions America Insurance Corporation.

- C) Deliberate the appointment and employment of a City [26-684](#) Attorney, including matters related to the search and selection of candidates, pursuant to Texas Government Code Section 551.074 (Personnel Matters).

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

ADJOURNMENT

CERTIFICATION

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

Gayle Wilkinson, City Secretary

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

TAXPAYER IMPACT STATEMENT:

TAXPAYER IMPACT STATEMENT

Comal County & Guadalupe County

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

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

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

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

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



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

7/27/2026

Agenda Item No. A)



Proclamation

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

WHEREAS, the City of New Braunfels proudly recognizes the extraordinary courage, selfless sacrifice, steadfast dedication, and unwavering commitment of the men and women who have honorably served in the United States Armed Forces in defense of our nation's freedoms, democratic ideals, and enduring values; and

WHEREAS, military veterans possess exceptional leadership, technical expertise, resilience, adaptability, integrity, and a mission-focused work ethic developed through their service to our nation; and these skills and experiences make veterans exemplary employees who strengthen businesses, foster innovation, and contribute to the economic prosperity of the New Braunfels community; and

WHEREAS, National Hire a Veteran Day, observed annually in July, encourages employers to recognize the talents and leadership veterans bring to the civilian workforce and expand career opportunities for those transitioning from military service; and

WHEREAS, the Greater New Braunfels Chamber of Commerce, through its Workforce initiatives, is committed to developing a skilled workforce, connecting employers with qualified talent, and advancing workforce solutions that strengthen our economy; and

WHEREAS, the Veterans Business Alliance empowers veterans by supporting veteran-owned businesses, fostering professional connections, and advocating for employment and entrepreneurial opportunities; and

WHEREAS, together, the Greater New Braunfels Chamber of Commerce and the Veterans Business Alliance encourage employers to recruit, hire, mentor, retain, and invest in veterans, recognizing that their continued success strengthens our workforce, economy, and community; and

WHEREAS, the City of New Braunfels joins communities across the nation in honoring our veterans and reaffirming its commitment to supporting their continued success through civilian careers, entrepreneurship, public service, and community leadership.

NOW THEREFORE, BE IT PROCLAIMED, that the City of New Braunfels, Texas, encourages all to recognize the value veterans bring to our workforce, support veteran employment initiatives, and express our sincere gratitude for their continued service and lasting contributions to our community, state, and nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 27th day of July 2026.

CITY OF NEW BRAUNFELS

MICHAEL FRENCH, Mayor

7/27/2026

Agenda Item No. A)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Approval of the city council July 13, 2026 regular and executive session meeting minutes, and the July 17, 2026 and July 20, 2026 special meeting minutes.

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF MONDAY, JULY 13, 2026**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present 7 - Councilmember D. Lee Edwards, Councilmember Lawrence Spradley, Mayor Pro Tem Michael Capizzi, Councilmember Toni Carter, Councilmember Mary Ann Labowski, Mayor Michael French, and Councilmember Nikki Shaw

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 the appointment and employment of a City Attorney, including matters related to the search and selection of candidates, pursuant to Texas Government Code Section 551.074 (Personnel Matters).
- B) Deliberate the appointment, reassignment, evaluation, duties, discipline, or removal of the Interim City Attorney in accordance with Section 551.074 of the Texas Government Code.

Mayor French read Item B of the aforementioned executive session items.

Mayor French adjourned into closed session at 5:02 p.m.

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

City Council reconvened into open session at 6:00 p.m.

No action was taken at this time.

ADJOURNMENT

Mayor French adjourned the meeting at 6:01 p.m.

By: _____
MICHAEL FRENCH, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL
REGULAR MEETING OF MONDAY, JULY 20, 2026**

CALL TO ORDER

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

CALL OF ROLL: CITY SECRETARY

Present 7 - Councilmember D. Lee Edwards, Councilmember Lawrence Spradley, Councilmember Toni Carter, Mayor Pro Tem Michael Capizzi, Councilmember Mary Ann Labowski, Mayor Michael French, and Councilmember Nikki Shaw

INVOCATION: COUNCILMEMBER CARTER

Councilmember Carter provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

1. WORKSHOP

A) Presentation amending Chapter 130, Article IV, Divisions 3,5,6, and 7 of the City's Code of Ordinances to adjust residential and landscape irrigation drought surcharges; revise drought stage destinations and triggers; clarify definitions and related provisions; repeal conflicting ordinance; provide a savings clause; and establish an effective date.

Mayor French read the aforementioned item.

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

Ryan Kelso also introduced Andrew Cummings, who also presented to council and answered questions.

No action was taken at this time.

B) Presentation and update from the Humane Society of the New Braunfels Area and direction to staff regarding the FY 2027 contract for services.

Mayor French read the aforementioned item.

Jared Werner presented this item to council and introduced Sarah Hammond, who presented to council using a powerpoint presentation and answered questions.

No action was taken at this time.

C) Presentation on Edwards Aquifer Habitat Conservation Plan Incidental Take Permit Renewal

Mayor French read the aforementioned item.

Amy Niles presented this item to council using a powerpoint presentation and answered questions.

No action was taken at this time.

2. EXECUTIVE SESSION

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

A) Deliberate the appointment and duties of Nathan Brown as the Interim City Attorney in accordance with Section 551.074 of the Texas Government Code.

B) Deliberate the appointment and employment of a City Attorney, including matters related to the search and selection of candidates, pursuant to Texas Government Code Section 551.074 (Personnel Matters).

Mayor French read the aforementioned executive session items.

Mayor French adjourned into closed session at 7:08 p.m.

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

City Council reconvened into open session at 8:03 p.m.

Mayor French announced the appointment of Nathan Brown as the Interim City Attorney.

Councilmember Edwards motioned to approve Nathan Brown as the Interim City Attorney. Councilmember Labowski seconded the motion

which passed unanimously.

4. **ADJOURNMENT**

Mayor French adjourned at 8:04 p.m.

By: _____
MICHAEL FRENCH, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF MONDAY, JULY 13, 2026**

CALL TO ORDER

Mayor French called the meeting to order at 6:02 p.m.

CALL OF ROLL: CITY SECRETARY

Present: 7 - Councilmember Toni Carter, Councilmember Michael Capizzi, Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence Spradley, Councilmember Mary Ann Labowski, Mayor Michael French, and Councilmember Nikki Shaw

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

INVOCATION: MARY ANN LABOWSKI

Councilmember Labowski provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

PROCLAMATIONS:

A) Parks & Recreation Month

Mayor French read the aforementioned proclamation.

Members of the New Braunfels Parks Department and the Parks Foundation accepted the proclamation and addressed council.

CITIZENS COMMUNICATIONS

We will now open Citizens Communications, our public comment period where our citizens are heard. In the interest of time and structure, this period is specifically for individuals to address the City Council on issues and items of concern that are not listed on this agenda. There will be no City Council action at this time. Citizens will be provided the right to speak on posted agenda items, which we will recognize later when those specific items are called. In the interest of protecting the City's network and data security, we cannot accept flash drives or electronic files at the podium. (You do need to upload your digital files to the City Secretary's online form two hours prior to the meeting). Please use hard copies on our overhead projector for the Council to view. Individuals desiring to speak, please line up behind the podium and be ready. This is your time to address your City Council. We only ask that you remain respectful and courteous to everyone in the room. When you reach the podium, please state your name and whether you are a resident of New Braunfels, a non-resident, or live within our ETJ. Thank you.

The following individuals spoke at this time: Julie King, Eva Pepitone, Donna Mullerton, Cassandra Canton, Elizabeth Cortes, Bill Miller, Angela Keller, Kristen Costen, Lori Rowe, David Warmke, Angela Allen, Lee Brown, Joyce Compton, Miss Ruby

1. CONSENT AGENDA

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

Action Items

- A) Approval of the June 8th and June 22nd, 2026 special and regular city council meeting minutes.
- B) Approval of a contract award for the construction of the Gruene Road and Post Road Intersection and the Zipp Road and Old Zipp Road Intersection to E-Z Bel Construction and authorization for the City Manager to execute any change orders and project expenditures up to the contingency amount.

This item was pulled for individual consideration.

- C) Approval of a professional services agreement with Freese and Nichols, Inc. for the completion of the plans, specifications, and cost estimates of the Alamo Area Metropolitan Planning Organization Citywide Pedestrian Improvement Phase 2 Project.

- D) Approval of Natalie Thamm and Daniel Jones as contract municipal prosecutors under the existing contract with Denton Navarro Rodriguez Bernal Santee & Zech, P.C..

This item was pulled for individual consideration.

- E) Approval of the purchase of vehicles and equipment from Lake Country Chevrolet and Holt Truck Center for Public Works and New Braunfels Police Department, and approval to declare replaced units as surplus.

- F) Approval of a budget amendment for the FY 2026 General Fund - City Attorney Department Budget.

This item was pulled for individual consideration.

- G) Approval of a modification to the annual contracts with Roadway Striping, Inc and Interstate Barricades & Markings, Inc for pavement marking services on an as-needed basis for the City.

This item was pulled for individual consideration.

- H) Approval of an adjustment to the authorized Citywide full time equivalent from 907.5 to 907.75.

Resolutions

- I) Approval of a resolution renewing a Memorandum of Understanding (MOU) between Texas Parks and Wildlife Department (TPWD) and the New Braunfels Fire Department for prescribed live-fire training.

- J) Approval of a resolution recommended by the New Braunfels Economic Development Corporation forgiving the New Braunfels National Airport loan remaining balance of \$644,770, pursuant to 501.103 of the Texas Local Government Code.

This item was pulled for individual consideration.

Ordinances

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

- K) Approval of the first reading of an ordinance requested by Pamela Johnson granting the historic rehabilitation tax incentive for a period of 10 years for the property at 941 Lee Street, a locally designated historic landmark.

This item was pulled for individual consideration.

Approval of the Consent Agenda

Mayor French addressed the consent agenda with the exceptions of items B, D, F, G, J, and K.

Councilmember Edwards motioned to approve items A, C, E, H, I of the consent agenda. Councilmember Capizzi seconded the motion which passed unanimously.

2. PRESENTATIONS

A) Presentation, update, and possible direction to staff on the 2019 Bond Project - Police Department Headquarters.

Mayor Pro Tem Capizzi recused himself at 7:15pm

Mayor French read the aforementioned item.

Jordan Matney presented this item to council using a powerpoint presentation and introduced Garry Ford and Scott McClelland, all answered questions from council.

During discussion, Councilmember Carter presented a pdf presentation of photos to council containing images of the police department headquarters.

Robert Camareno also addressed council and answered questions.

Councilmember Carter gave direction to staff that a full independent investigation, hired by council, should be conducted, and insight should be gathered from both TML and an independent structural engineer during the investigation as well.

The following individuals spoke at this time: Lynn McCord, Mikey Frias, Angela Keller, Rita McNeal, Tiffany Kelly, Randy Clauson, Joeylynn Mesaros, Timothy Davis, Nicole Bodeleigh, Leah Garcia, David Warmke

Councilmember Spradley agreed with Councilmember Carter on an independent review of the structural assessment of the building.

Councilmember Edwards gave his remarks and recommended using outside sources not connected to this project and to conduct separate

inspections based on their area of expertise.

Councilmember Labowski asked Chief Flores to speak on this issue. He addressed council and answered questions from Councilmember Carter.

Councilmember Carter addressed staff regarding building rentals that would allow police officers to use locker rooms while their current locker rooms are under repair.

No action was taken at this time.

Mayor French called for a break 8:45 p.m.

B) Discussion and possible direction regarding amending the downtown paid parking program, to include three hours of free parking for Resident River Parking permit holders.

Mayor French reconvened the meeting at 8:53pm

Mayor Pro Tem Capizzi returned to the dais when council reconvened from the break.

Mayor French requested this item to be postponed and Councilmember Spradley and Mayor Pro Tem Capizzi objected to the postponement.

Mayor French read the aforementioned item and presented this item to council using a powerpoint presentation and answered questions from council.

The following individuals spoke at this time: Christina Brown, Richard Kelsheimer, Leah Garcia, Clarisa DeSanto, Jennifer Wilson, Pat Butler, Lee Brown, Kristen Carden, Peter Lahderman, Ashley Allsup, Timothy Davis, Chase Taylor, Elizabeth Cortes

Mayor addressed chambers and directed staff to look at changing the interface to an app instead of a QR code, and potentially changing to two hours of free parking.

Councilmember Edwards agreed with Mayor French and made his remarks on helping seniors when using the QR code that is currently being used for paid parking.

Jordan Matney went over some of the different options that were brought up during previous meetings to include digital chalking, an option not to register (parking kiosks), resident parking privileges, expanded free parking hours, free parking after a certain timeframe/ modification on time hours.

Jordan Matney explained the process about how the data will eventually be brought to council.

Councilmember Labowski addressed concerns from citizens regarding business signs and their similarity to city parking signs. Jordan Matney addressed her concerns and answered her questions.

Councilmember Spradley also directed staff to look at free parking options for Medal of Honor and Purple Heart Recipients.

No action was taken at this time.

3. 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.

B-1) Approval of a contract award for the construction of the Gruene Road and Post Road Intersection and the Zipp Road and Old Zipp Road Intersection to E-Z Bel Construction and authorization for the City Manager to execute any change orders and project expenditures up to the contingency amount.

This item was pulled by Councilmember Labowski on behalf of Timothy Davis from Consent.

Mayor French read the aforementioned item.

Mr. Davis asked questions about this item and Garry Ford addressed and answered the questions.

Garry Ford addressed council and gave a brief presentation of the item and answered questions.

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

D-1) Approval of Natalie Thamm and Daniel Jones as contract municipal prosecutors under the existing contract with Denton Navarro Rodriguez Bernal Santee & Zech, P.C..

This item was pulled by Mayor French from Consent.

Mayor French read the aforementioned item.

Nathan Brown addressed council and answered questions.

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

F-1) Approval of a budget amendment for the FY 2026 General Fund - City Attorney Department Budget.

Mayor French and Councilmember Carter pulled this item from Consent.

Mayor French read the aforementioned item.

Becky Wiatrek addressed council and answered questions.

Jared Werner addressed council and answered questions as well.

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

Opposed: Councilmember Carter, Councilmember Shaw, and Mayor French

G-1) Approval of a modification to the annual contracts with Roadway Striping, Inc and Interstate Barricades & Markings, Inc for pavement marking services on an as-needed basis for the City.

Mayor French pulled this item from Consent..

Mayor French read the aforementioned item.

Greg Malatek addressed council and answered questions.

The following individuals spoke at this time: Angela Keller

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

unanimously.

J-1) Approval of a resolution recommended by the New Braunfels Economic Development Corporation forgiving the New Braunfels National Airport loan remaining balance of \$644,770, pursuant to 501.103 of the Texas Local Government Code.

Councilmember Spradley pulled this item from Consent on behalf of Tiffany Kelly

Mayor French read the aforementioned item.

Jordan Matney and Jeff Jewell addressed council and answered questions.

The following individuals spoke at this time: Tiffany Kelly, David Warmke, Angela Keller, Bridgette Bodeleigh,, Eva Pepitone, David Slaughter

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

Opposed: Councilmember Carter, Councilmember Shaw, and Mayor French

K-1) Approval of the first reading of an ordinance requested by Pamela Johnson granting the historic rehabilitation tax incentive for a period of 10 years for the property at 941 Lee Street, a locally designated historic landmark.

Mayor French pulled this item from Consent.

Mayor French read the aforementioned item.

Katie Totman addressed council and answered questions.

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

B) Discuss and consider the approval of the submission of the Community Development Block Grant Annual Action Plan, and its associated funding recommendations, for Program Year 2026 to the U.S. Department of Housing and Urban Development.

Councilmember Spradley requested this item be addressed first on Individual items.

Mayor French read the aforementioned item.

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

The following individuals spoke at this time: Angela Keller

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

- A) Public hearing and consideration of amendments to the Mayfair Master Framework Plan requested by Thad Rutherford of Southstar at Mayfair Developer, LLC.

Mayor French read the aforementioned item.

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

Christopher Looney introduced the applicant, Thad Rutherford, who also presented to council using a powerpoint presentation and answered questions. Christopher Looney read comments from public comment cards that were received by staff.

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

Mayor French called for a recess at 11:51 p.m.

- C) Discuss and consider the approval of a resolution recommended by the New Braunfels Economic Development Corporation approving an expenditure of up to \$2.4M for additional construction and financing costs of Castell Avenue Phase 1 - Coll Street Drainage Improvement, pursuant to Section 501.103 of the Texas Local Government Code.

Mayor French reconvened the meeting at 12:01 a.m.

Mayor French read the aforementioned item.

Jordan Matney presented this item to council using a powerpoint

presentation and answered questions.

The following individuals spoke at this time: David Warmke

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

- D) Discuss and consider a joint-bid contract between the City of New Braunfels and New Braunfels Utilities, with Pesado Construction Company, Inc. for construction of the Castell Avenue Phase 1 - Coll Street Improvements along with authorization for the City Manager to execute change orders up to the contingency amount, and construction-related expenditures within the project budget.

Mayor French read the aforementioned item.

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

The following individuals spoke at this time: Angela Keller

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

- E) Discuss and consider a resolution recommended by the New Braunfels Economic Development Corporation approving a project expenditure of up to \$700,000 to the City of New Braunfels for the construction of Alamo Area Metropolitan Planning Organization Citywide Pedestrian Improvements Phase 1, pursuant to 505.152 of the Texas Local Government Code.

Mayor French read the aforementioned item.

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

The following individuals spoke at this time: David Warmke, Angela Keller

Garry Ford also spoke on this item and answered questions.

Councilmember Edwards motioned to approve this item.

Councilmember Labowski seconded the motion which passed unanimously.

- F) Discuss and consider a contract amendment to the professional services agreement with Freese and Nichols, Inc. for Construction Administration Services for the Alamo Area Metropolitan Planning Organization Citywide Pedestrian Improvement Phase 1 Project.

Mayor French read the aforementioned item.

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

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

4. EXECUTIVE SESSION

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

- A) Deliberate the appointment and employment of a City Attorney, including matters related to the search and selection of candidates, pursuant to Texas Government Code Section 551.074 (Personnel Matters).
- B) Deliberate the appointment, reassignment, evaluation, duties, discipline, or removal of the Interim City Attorney in accordance with Section 551.074 of the Texas Government Code.

Mayor French read Item B of the aforementioned executive session.

City Council adjourned into closed session at 12:41 a.m.

City Council reconvened into open session at 1:36 a.m.

Councilmember Carter motioned to remove the current assigned interim city attorney, defaulting to Nathan Brown as the acting city attorney until the next scheduled meeting where council will vote in open session to appoint the interim city attorney, and retain outside

counsel for assigned cases given by the acting city attorney.

Councilmember Spradley seconded the motion which passed unanimously.

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

ADJOURNMENT

Mayor French adjourned at 1:39 a.m.

By: _____
MICHAEL FRENCH, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

**DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - SPECIAL
REGULAR MEETING OF FRIDAY, JULY 17, 2026**

Summer Workshop

CALL TO ORDER

Mayor French called the meeting to order at 12:01pm

CALL OF ROLL: CITY SECRETARY

Present 5 - Councilmember D. Lee Edwards, Councilmember Lawrence Spradley, Councilmember Toni Carter, Mayor Pro Tem Michael Capizzi, and Councilmember Mary Ann Labowski

INVOCATION: COUNCILMEMBER SHAW

Councilmember Shaw provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

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

1. WORKSHOP

A) Presentation of the FY 2027- FY 2031 General Fund, Debt Service Fund and Solid Waste Fund financial forecast

Mayor French read the aforementioned item.

Robert Camareno addressed council and gave his opening remarks and a brief introduction of the presentations.

Jared Werner introduced this item to council using a powerpoint presentation and answered questions. Robert Camareno and Jordan Matney also made remarks on this presentation.

Jared Werner discussed revenue projections for the general fund, expenditures for the general fund, resource demand forecasts for the general fund, policy considerations for the general fund, and the debt service fund.

Tony Gonzalez and Chief Blevins also spoke to council and answered questions regarding the investments on technology within the police department.

B) Presentation, discussion and possible direction to staff regarding potential 2027 bond and associated funding strategies

Mayor French read the aforementioned item.

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

Jared Werner discussed topics regarding legislative considerations for the 2027 session, future capital investments. Jordan Matney also presented to council on this item and answered questions

A break was called by Robert Camareno at 1:24 p.m. City council did not object to the break.

Mayor French reconvened the meeting at 1:48 p.m.

Jordan Matney continued the presentation to council on future capital investments and the different options on bond propositions. Options included citywide streets, pedestrian improvements, citywide drainage improvements, Northwest Park phase 1 improvements and their policy alignments.

Jared Werner spoke on options on bond propositions for phase 1 of public safety training facilities and answered questions. Jordan Matney and Robert Camareno also answered questions from council.

Garry Ford spoke on the drainage improvements option for bond propositions and answered questions.

Mayor asked each councilmember to rate which proposition option was the highest ranking among the options:

Councilmember Edwards brought up the issues of using the bond packages strategically based on the upcoming Texas State Legislature.

Garry Ford answered questions from Councilmember Edwards on using federal dollars for intersection/ pedestrian improvements.

Chief Lozano answered questions from Councilmember Labowski regarding grant funding for public safety issues.

Council also discussed in agreement regarding the option to present all propositions into one package and other scenarios with options of tax increases or no tax increases.

No action was taken at this time.

- C) Presentation, discussion, and possible direction to staff regarding residential rate requirements of the City's solid waste and recycling services and programs

Mayor French read the aforementioned item.

Jared Werner presented this item to council using a powerpoint presentation and introduced Elizabeth Ghiorso, who answered questions from council.

Jared Werner presented metrics on staffing and service reach throughout the city, revenue considerations, expenditure considerations, recent strategies implemented to maintain solvency, the financial forecast, rate analysis and benchmarks, and answered questions.

No action was taken at this time.

Mayor French called for a break at 3:00 p.m.

Mayor French reconvened the meeting at 3:16 p.m.

- D) Presentation, discussion and possible direction to staff regarding priorities for the FY 2027 Proposed Budget

Mayor French read the aforementioned item.

Robert Camareno presented this item to council using a powerpoint presentation and answered questions.

Robert Camareno introduced the budget process timeline, previous investments from prior budgets, FY27 budget priorities, and requested direction from council on what their budget priorities are.

Councilmember Carter responded with public safety & equipment, streets & drainage, compensation, Councilmember Shaw responded with public safety & equipment, streets, compensation & staffing, Councilmember Edwards responded with compensation & staffing,

one time expenditures, Councilmember Spradley responded with people, public safety, infrastructure, park impact fees, Mayor Pro Tem Capizzi responded with compensation, forward movement on a Guadalupe River crossing, Streets, Councilmember Labowski responded with streets, compensation, public safety with an emphasis on the Guadalupe River crossing, and Mayor French responded with public safety, roads & streets, impact fees.

No action was taken at this time.

E) Presentation of the City's Land Use Fiscal Analysis
Mayor French read the aforementioned item.

Christopher Looney presented this item to council and introduced Kevin Shepard with Verdunity and presented to council using a powerpoint presentation and answered questions.

Kevin Shepard went over the Land Use Fiscal Analysis.

No action was taken at this time.

F) Presentation, update and possible direction to staff regarding modifications and edits to the City's 2024-2029 Strategic Plan
City Council has requested this presentation to be moved to a future presentation meeting.

No action was taken at this time.

G) Presentation and update on the 2023 Bond Project - Southeast Library Branch
Mayor French read the aforementioned item.

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

Jordan Matney went over the timeline, the projected progress, the site plan, the floor plan of the Southeast branch library and answered questions.

Brenadette Faust addressed council and answered questions.

No action was taken at this time.

- H) Presentation, update and possible direction to staff regarding the implementation of membership offerings at the Westside Community Center

City Council has requested this presentation to be moved to a future presentation meeting.

No action was taken at this time.

2. EXECUTIVE SESSION

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

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

4. ADJOURNMENT

Mayor French adjourned at 4:37 p.m.

By: _____
MICHAEL FRENCH, MAYOR

Attest:

GAYLE WILKINSON, CITY SECRETARY

7/27/2026

Agenda Item No. B)

PRESENTER:

Ruy Lozano, Fire Chief

SUBJECT:

Approval of a contract with Siddons-Martin Emergency Group for Preventive Maintenance of Pierce emergency apparatus equipment and repairs as needed to support the Fire Department.

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

The New Braunfels Fire Department currently has sixteen (16) Pierce and Siddons-Martin provided fire apparatus. Preventive Maintenance (PM) is important to prevent mechanical failures and maintain a reliable fleet. Currently the department is operating under an existing contract with Siddons-Martin Emergency Group to provide PM of fire department heavy apparatus. Siddons-Martin Emergency Group is the exclusive dealer for the service, parts, and warranty of the Pierce apparatus equipment and is the locally authorized service representative for Pierce. The current contract will expire on September 31, 2026 with no options to renew. Therefore, staff are requesting a new contract with Siddons-Martin with a one (1) year term and two (2) automatic one (1) year renewals, for a maximum 3-year term. The contract will require Siddons-Martin Emergency Group to perform bi-annual maintenance on all components of the trucks to manufacture specifications, reporting and making recommendations for any repairs needed.

The City will utilize BuyBoard and Houston-Galveston Area Council (HGAC) cooperative agreements which have been cooperatively procured to support the services on this contract. This equipment will be on a 6-month or annual maintenance schedule which will include other repairs as required. The contract will be established with an estimated aggregate not-to-exceed amount of \$500,000 over the 3-year term.

ISSUE:

To maintain fiscal stability and reliability of fire department apparatus to continue to ensure the protection of citizens' lives and property.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The cost for services has been included in the proposed FY 2027 budget for Fire Department vehicle

maintenance.

RECOMMENDATION:

Staff recommends approval of a contract with Siddons-Martin Emergency Group to perform bi-annual preventative maintenance on Pierce emergency apparatus and equipment and make repairs as authorized to support the fire department.

SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”), dated October 1, 2026 (the “**Effective Date**”), is by and between Siddons Martin Emergency Group, LLC a Texas Limited Liability Company, with its principal offices located at 1362 East Richey Road, Houston, Texas 77073 (“**Service Provider**”) and the City of New Braunfels (“**Customer**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide certain maintenance and repair services; and

WHEREAS, Customer desires to exclusively retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the maintenance and repair services (the “**Services**”) set out in **Exhibit A**, attached hereto and incorporated herein. Customer will exclusively use Service Provider for these services for the Term of this Agreement.

2. Customer Obligations. Customer shall:

2.1. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Contract Manager**”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

2.2. Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services and cooperate with Service Provider in its performance of Services.

3. Fees and Expenses.

3.1. Customer agrees that the Services performed pursuant to this Agreement will be invoiced at the rates set forth in **Exhibit A**. The rates set forth in **Exhibit A** shall remain in effect for the Term of this Agreement. Unless otherwise provided in the applicable invoice, said fees will be payable within net 30 days of receipt by the Customer of an invoice from Service Provider.

3.2. Unless Customer has provided Service Provider with a tax-exempt certification, Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider’s income, revenues, gross receipts, personnel or real or personal property or other assets.

3.3. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4. Limited Warranty and Limitation of Liability.

4.1. Service Provider warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in this Agreement.
- (b) Using personnel of required skill, experience and qualifications.
- (c) In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

4.2. Service Provider will provide Customer with a warranty for all Services for a period of ninety (90) days from the date of sale or services rendered. If a particular manufacturer offers a warranty beyond 90 days, Service Provider will pass on the same warranty to Customer.

4.3. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN Sections 4.1 and 4.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Term, Termination and Survival.

5.1. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services for a period of one (1) year (the “**Term**”), unless sooner terminated pursuant to Section 5.2 or Section 5.3. The Agreement will automatically renew for successive renewal terms of one (1) year (each a “Renewal Term”); however, in no event will the Agreement automatically renew beyond two (2) Renewal Terms unless agreed by both Parties in writing. For each Renewal Term, Service Provider may increase the rates set forth in **Exhibit A** by the greater of (i) five percent (5%); or (ii) the percentage increase determined by the Consumer Price Index published by the Bureau of Labor Statistics of the US Federal Government for the most recent twelve (12) month period. If the Term is renewed for any Renewal Term(s) pursuant to this section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in rates agreed to by both Parties.

5.2. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:

- (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent

jurisdiction to take charge of or sell any material portion of its property or business.

(g) Gives thirty 30 days notice of termination of this agreement.

5.3. Notwithstanding anything to the contrary in Section 5.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.

6. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY SERVICE PROVIDER'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE SERVICE PROVIDER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

7. Entire Agreement. This Agreement, including exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

8. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.

Notice to Customer:

550 Landa Street
New Braunfels, Texas 78130

Attention: Matthew Bushnell

Notice to Service Provider:

1362 E Richey Road
Houston, Texas 77073

Attention: Legal Department

9. Audit Rights. Service Provider will maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records in connection with the provision of the Services; provided that Customer provides Service Provider with at least five (5) business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

12. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CITY OF NEW BRAUNFELS

By _____

Name: _____

Title: _____

Date: _____

**SIDDONS MARTIN EMERGENCY GROUP,
LLC**

By _____

Name: _____

Title: _____

Date: _____

Exhibit A

Fire Apparatus/Chassis Maintenance Service Pricing

500 Hour / 6 Month Chassis Preventative Maintenance

Price: \$3145

(Recommended every 500 hours or 6-months year) Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crank case (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant solution test and filter change, pump oil and filter, differential fluid, complete chassis lubrication. 104-point visual inspection with written report and estimates for needed repairs.

Aerial Device Maintenance w/25 Hour Primary

Price: \$3145

Includes OEM primary and 25-hour inspection, cleaning and lubricating all ladder points, minor cable adjustment, if necessary, top off hydraulic fluids and perform drift test on all cylinders. Operate and inspect all ladder appliances. Replacement of hydraulic filters, if necessary, will be an additional cost and estimate provided to customer prior to completion.

Aerial Main. w/50 Hour per OEM

Price: \$4195

Aerial Main. w/50 & 400 Hour per OEM

Price: \$5245

Wheels off Brake Inspection

Price: \$546

(Recommend Annually) Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.

A/C System Service & Maintenance

Price: \$1097

(Recommend Annually) Evacuate system and weigh refrigerant level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test system, recharge with refrigerant and perform system leak test. Written report provided for any additional repairs and estimates provided upon request.

Power Steering Filter Replacement and Flush

Price: \$840

Drain and flush all fluids and any system contaminants. Check/Inspect all system components for leaks, bleed system, remove and replace filter and fluid.

Pierce Quantum Air Step Maintenance

Price: \$625

(Recommend Annually) Includes removal and replacement of system filtration components, check compressor operation and settings, check and verify system drain operation.

Weigh loaded truck with scales

Price: \$315

TAK4 Inspection & Adjustment

Price: \$877

(Recommend Annually) Includes inspection on all TAK-4 components including torque verification and complete system lubrication proper ride height and adjustments required.

T3 Rear Axle (All Steer) Maintenance

Price: \$2095

Includes inspection and checks on all front TAK-4 and rear TAK-3 component inspections, including torque verification and complete system lubrication.

Annual Pump Testing

(Recommend Annually) Perform annual certification pump testing with written report. **Price: \$520**

Husky/CAFS Service**Price: \$1538**

(Recommend Annually) Includes removal and replacement of all filters, drain and refill fluids. Operate and inspect all system operation upon service completion.

Husky Foam System**Price: \$656**

(Recommend Annually) Includes removal and replacement of all fluids and filter, remove and clean in-line foam strainer(s). Operate and inspect all system operation upon service completion.

Hydraulic Generator Maintenance**Price: \$840**

(Recommend Annually) Remove and replace filters and fluids, check all system operations, perform system adjustments if necessary (Mounted generators may require additional parts & labor charges)

Annual Aerial Testing

(Recommend Annually) Quote/Estimate Based Upon Pricing from Testing Agency

Wildland and Brush Truck/Chassis Maintenance Service Pricing

Light-Duty (Type 5,6,7) Chassis Preventative Maintenance**Price: \$1255**

Recommended every (Gas - 5,000 miles, Diesel - 7,500 miles) /250 hours, 6-months, or when maintenance indicator shows due. (whichever occurs first). Includes changing engine oil, oil filter, fuel filter/s, air filter, cabin air filter/s, chassis lubrication, and multi-point inspection and operations test of chassis and rear pump unit.

Medium-duty (Type 3,4) Chassis Preventative Maintenance**Price: \$3145**

Recommended every 500hr / 6 months - Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crank case (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant filter as needed, pump oil and filter (in-frame only), differential fluid inspection, complete chassis lubrication, multi-point visual inspection, operations test of chassis and rear pump unit, with written report and estimates for needed repairs.

Auxiliary Pump Preventative Maintenance**Price: \$730**

Recommended Every 150 hours or yearly. Includes replacing engine oil, oil filter, fuel filter/s, air filter, pump oil and spark plugs (if applicable). Clean spark arrestor. Check and top off coolant fluid level, visual inspection, operations test with written report and estimate of any needed repairs.

Wheels off Brake Inspection (Medium Duty only)**Price: \$520**

Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.

Annual Pump Test (for 250 GPM @ 150 PSI or higher)**Price: \$520**

Perform annual certification pump testing with written report

All pricing above reflects in shop pricing only

Lodging will be billed for overnight stays based on average area rates

Prices above include parts and labor but exclude shop supplies and/or disposal fees

LABOR RATE

Labor is calculated on an hourly rate per job and broken down by individual labor operations. Labor rates are the same regardless of make, model or manufacturer of apparatus. Normal business hours are 7:30 a.m. to 4:30 p.m.

In-Shop Labor Rate:	<u>\$193.50</u>
Field Service Labor Rate:	<u>\$193.50</u>
After-Hours Labor Rate:	<u>\$193.50</u>

TRAVEL RATE

All work for above pricing is to be performed at a Siddons-Martin service center. Travel to and from customer location per customer request will be charged at \$90.00 per round trip.

PARTS

Parts will be charged to Customer at 10% off the Service Provider retail price. This cost factor remains the same regardless of origin of the part. Shipping, freight and or any expediting fees will be billed as an additional charge and indicated on invoices as such.

Service Provider strives to use our volume purchasing to reduce costs of commonly acquired parts, supplies and miscellaneous items used in the repair of apparatus. Any discounts received are used to determine the cost to be charged to the Customer.

LOCATION(S) THAT SERVICES AND REPAIRS WILL BE PERFORMED.

Any repairs able to be completed at the customer's location will be done so upon customer request. Any repair or service that requires more space, time, or specialized equipment will be performed at the **New Braunfels** Service Center. Additionally, we employ multiple field service technicians in the area that are available to respond to road service calls.

Note: Any heavy engine, transmission, driveline and body work must be performed in a shop.

SCHEDULING/RESPONSE TIME

Siddons-Martin will work with the customer to schedule each apparatus for 500-hour/6-Month and annual maintenance, including needed pump testing and ladder certification, and other repairs as required. The dates and times of such service will be agreed to by Siddons-Martin and Customer per apparatus.

If an apparatus is out of service and in need of repair, the Customer will contact the assigned account contact or the service manager for the **New Braunfels** Service Center and a coordination of providing diagnosis, evaluation and repairs will be scheduled as soon as possible. If after normal business hours, please contact the emergency phone number.

For immediate or emergency repairs during normal circumstances, Siddons-Martin will dispatch, upon notice from the customer, a field technician to evaluate and diagnose any issues within 2 hours and a field technician will be on-site within 4 hours from the time Siddons-Martin is notified. Field technicians are available for emergency response 24 hours a day.

Siddons-Martin will provide an estimate for repair costs within 24 hours of diagnostic and evaluation submittal.

7/27/2026

Agenda Item No. C)

PRESENTER:

Carren Ridge - Accounting and Treasury Manager

SUBJECT:

Approval of the City of New Braunfels FY 2026 Second Quarter Investment Report.

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

In compliance with State of Texas statutes, municipalities are required to present quarterly investment reports to their governing bodies. Additionally, the City Council's annually adopted Investment Policy mandates quarterly reporting to the Council. Submitted for the Council's review and consideration is the FY 2026 Second Quarter Investment Report, fulfilling these statutory and policy requirements.

As of March 31, 2026, the City's investment portfolio held a market value of \$247,325,009 comprised of various investment instruments shown below, including cash. This reflects an increase of \$23,038,396 compared to the first quarter of FY 2026. This increase is largely attributed to property tax collections. The majority of property taxes for the fiscal year are collected between the months of January and March.

Investment Type	Amount Invested (\$ in Millions)
CDs	\$ 6
Agencies	\$ 10
Treasuries	\$ 3
Pools	\$ 212
Cash	\$ 17
Total Investments	\$ 247,325,009

Weighted Average Maturity of Portfolio	22 days
Weighted Average Yield for Portfolio	3.57%
Earned Income QTR	\$ 2,029,601
Earned Income FYTD	\$ 4,154,005

The weighted average maturity of the City's investment portfolio decreased by 6 days during the FY 2026 second quarter, compared to the first quarter of FY 2026. The decrease is mainly attributed to an increase in the percentage of overnight investments.

The weighted average yield experienced a decline of 0.12 percentage points in comparison to the first quarter of FY 2026. This slight decline is largely attributable to a downward shift in market interest rates during the quarter.

STRATEGIC PLAN REFERENCE:

Strategic Priority: Organizational Excellence

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached investment report.

Investment Report

Second Quarter
January - March 2026



**City of New Braunfels
Portfolio Management
Portfolio Summary
March 31, 2026**

City of New Braunfels
550 Landa St.
New Braunfels, TX 78130
(830)221-4369

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 365 Equiv.
Non-Neg CD's	5,500,000.00	5,500,000.00	5,500,000.00	2.22	496	264	3.859
Federal Agency Coupon Securities	10,500,000.00	10,425,038.50	10,308,431.36	4.17	718	365	3.762
Treasury Coupon Securities	2,500,000.00	2,501,187.50	2,503,525.00	1.01	561	14	3.654
TexPool	161,425,170.51	161,425,170.51	161,425,170.51	65.30	1	1	3.680
Texas Class	26,741,650.46	26,741,650.46	26,741,650.46	10.82	1	1	3.543
Texas FIT	24,185,869.91	24,185,869.91	24,185,869.91	9.78	1	1	3.620
Frost Bank	16,546,092.17	16,546,092.17	16,546,092.17	6.69	1	1	2.160
Investments	247,398,783.05	247,325,009.05	247,210,739.41	100.00%	48	22	3.565

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	725,633.64	4,154,004.99
Average Daily Balance	239,110,764.90	239,296,379.79
Effective Rate of Return	3.57%	3.48%

This report fairly represents the investment standing of the City of New Braunfels. We believe the data presented is accurate in all material respects, and is presented in a manner that fairly sets forth the investment standing of the City of New Braunfels.

This report was prepared in compliance with the State of Texas "Public Funds Investment Act" and the City of New Braunfels "Investment Policy".

Carren Ridge

Carren Ridge, Accounting and Treasury Manager

Becky Wiatrek

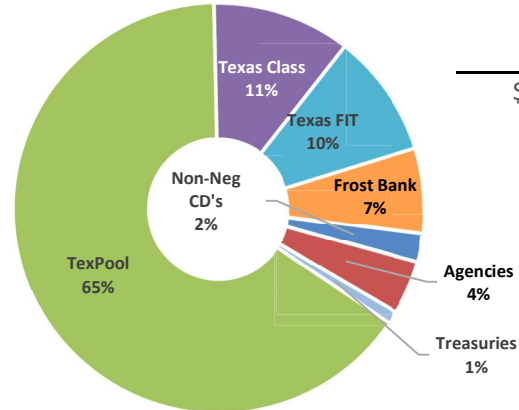
Becky Wiatrek, Assistant Finance Director

Sandy Paulos

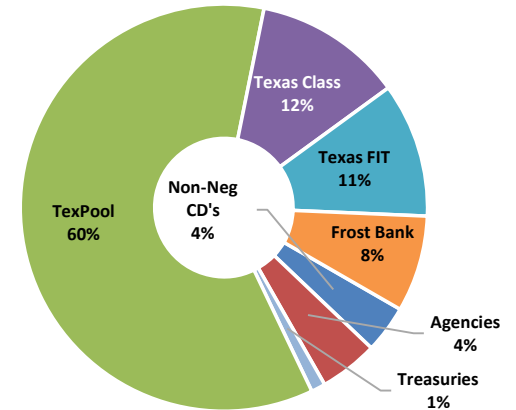
Sandy Paulos, Finance Director

Portfolio Statistics

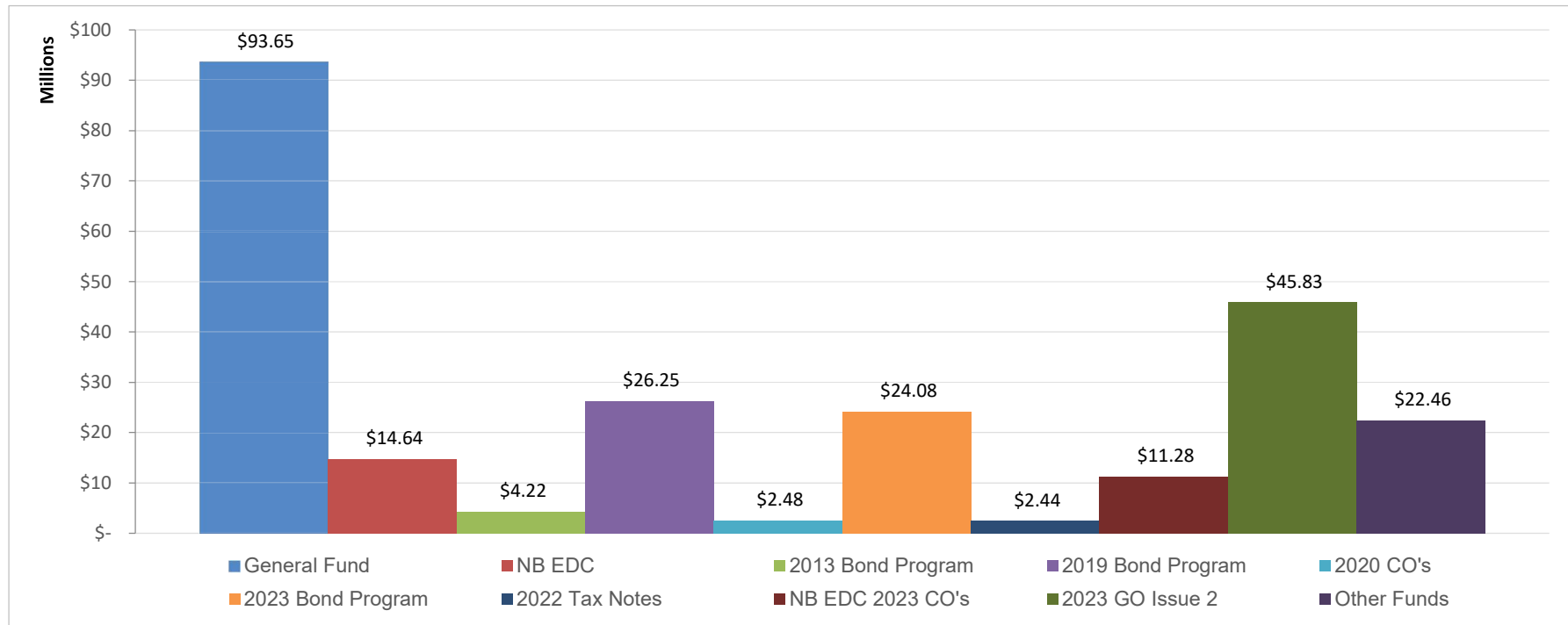
	Current 03/31/26
Market Value	\$247,325,009.05
Weighted Average Maturity	22
Weighted Average Yield	3.565%



	Prior 12/31/25
Market Value	\$224,286,613.29
Weighted Average Maturity	32 days
Weighted Average Yield	3.686%



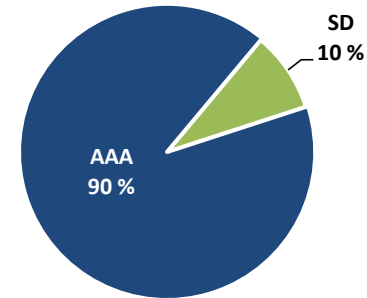
Market Value by Fund



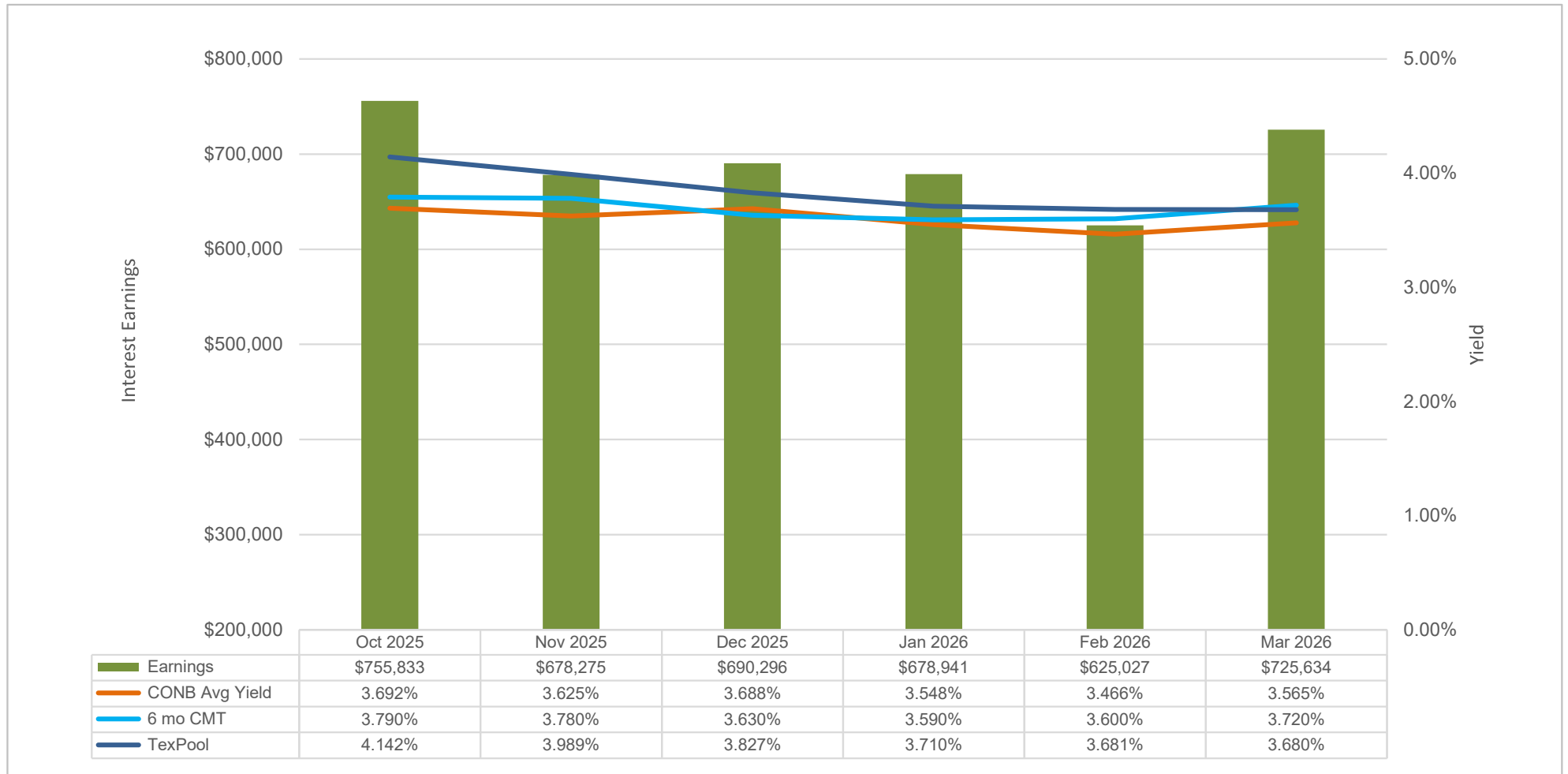
Rating Distribution

	Book Value	Percentage	Rating
Secured Deposits	\$ 22,046,092.17	8.92%	SD
Investment Pools	\$ 212,352,690.88	85.90%	AAA
Federal Agencies/Treasuries	\$ 12,811,956.36	5.18%	AAA
	\$247,210,739.41	100.00%	

Allocation by Rating



Earnings History



City of New Braunfels
Investment Portfolio Detail
as of March 31, 2026

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Market Price	Market Date	Maturity Date
<u>General Fund</u>											
Federal Agency Coupon Securities											
3133ERVU2	Federal Farm Credit Bnk	10/2/2024	2,500,000.00	2,496,682.50	2,497,600.00	3.500	176	3.550	99.867	3/31/2026	10/2/2026
3135G06L2	Federal National Mtg Assn	12/20/2024	3,000,000.00	2,939,631.00	2,803,950.00	0.875	253	4.330	97.988	3/31/2026	12/18/2026
Frost Bank											
FROST	Frost Bank	10/1/2021	2,500,450.55	2,500,450.55	2,500,450.55	0.750	1	0.750			
FROST REPO	Frost Bank	1/11/2023	12,822,000.00	12,822,000.00	12,822,000.00	2.569	1	2.569			
Non-Neg CD's											
1031437098	Bank of America-CDARS	7/3/2025	1,322,500.00	1,322,500.00	1,322,500.00	4.143	84	4.143			7/2/2026
1031835565	Bank of America-CDARS	9/11/2025	800,000.00	800,000.00	800,000.00	3.595	518	3.595			9/9/2027
1031886127	Bank of America-CDARS	9/18/2025	1,200,000.00	1,200,000.00	1,200,000.00	3.537	525	3.537			9/16/2027
TexPool											
7883900001	TexPool	10/1/2021	67,070,159.28	67,070,159.28	67,070,159.28	3.680	1	3.680			
Treasury Coupon Securities											
91282CGV7	U.S. Treasury	10/1/2024	2,500,000.00	2,501,187.50	2,503,525.00	3.750	6	3.654	100.0475	3/31/2026	4/15/2026
			\$93,715,109.83	\$93,652,610.83	\$93,520,184.83						
<u>2023 GO Issuance 2 (2025 GO)</u>											
Federal Agency Coupon Securities											
3133ETVJ3	Federal Farm Credit Bnk	9/19/2025	5,000,000.00	4,988,725.00	5,006,881.36	3.625	505	3.550	99.7745	3/31/2026	8/27/2027
TexPool											
7883900034	TexPool	9/4/2025	40,841,861.68	40,841,861.68	40,841,861.68	3.680	1	3.680			
			\$45,841,861.68	\$45,830,586.68	\$45,848,743.04						
<u>NB Development Authority</u>											
Frost Bank											
RESERVE	Frost Bank	10/1/2021	1,223,641.62	1,223,641.62	1,223,641.62	0.750	1	0.750			
TexPool											
7883900019	TexPool	10/1/2021	853,096.56	853,096.56	853,096.56	3.680	1	3.680			
			\$2,076,738.18	\$2,076,738.18	\$2,076,738.18						
<u>NB EDC</u>											
Texas Class											
TX-01-0331-4004	Texas Class	10/1/2021	14,639,730.69	14,639,730.69	14,639,730.69	3.543	1	3.543			
			\$14,639,730.69	\$14,639,730.69	\$14,639,730.69						
<u>Grant Fund - ARPA</u>											
Texas FIT											
1379800056	Texas FIT	10/1/2021	105,184.92	105,184.92	105,184.92	3.620	1	3.620			
			\$105,184.92	\$105,184.92	\$105,184.92						
<u>Equipment Repl Fund</u>											
TexPool											
7883900022	TexPool	10/1/2021	1,149,251.25	1,149,251.25	1,149,251.25	3.680	1	3.680			
			\$1,149,251.25	\$1,149,251.25	\$1,149,251.25						

**City of New Braunfels
Investment Portfolio Detail
as of March 31, 2026**

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Market Price	Market Date	Maturity Date
<u>Rec Center Ops & Maint</u>											
TexPool											
7883900032	TexPool	3/1/2025	990,342.29	990,342.29	990,342.29	3.680	1	3.680			
			<u>\$990,342.29</u>	<u>\$990,342.29</u>	<u>\$990,342.29</u>						
<u>2008 CO's</u>											
TexPool											
7883900005	TexPool	10/1/2021	416,507.88	416,507.88	416,507.88	3.680	1	3.680			
			<u>\$416,507.88</u>	<u>\$416,507.88</u>	<u>\$416,507.88</u>						
<u>Roadway Dev Fund</u>											
Texas Class											
TX-01-0331-4003	Texas Class	10/1/2021	6,402,750.43	6,402,750.43	6,402,750.43	3.543	1	3.543			
			<u>\$6,402,750.43</u>	<u>\$6,402,750.43</u>	<u>\$6,402,750.43</u>						
<u>2013 Bond Program</u>											
TexPool											
7883900012	TexPool	10/1/2021	905.95	905.95	905.95	3.680	1	3.680			
7883900015	TexPool	10/1/2021	4,214,916.63	4,214,916.63	4,214,916.63	3.680	1	3.680			
			<u>\$4,215,822.58</u>	<u>\$4,215,822.58</u>	<u>\$4,215,822.58</u>						
<u>2014 Capital Projects</u>											
TexPool											
7883900013	TexPool	10/1/2021	50.98	50.98	50.98	3.680	1	3.680			
7883900014	TexPool	10/1/2021	1,831.20	1,831.20	1,831.20	3.680	1	3.680			
			<u>\$1,882.18</u>	<u>\$1,882.18</u>	<u>\$1,882.18</u>						
<u>2019 Bond Program</u>											
Non-Neg CD's											
1031835549	Bank of America-CDARS	9/11/2025	1,000,000.00	1,000,000.00	1,000,000.00	3.749	154	3.749			9/10/2026
TexPool											
7883900017	TexPool	10/1/2021	25,245,609.96	25,245,609.96	25,245,609.96	3.680	1	3.680			
			<u>\$26,245,609.96</u>	<u>\$26,245,609.96</u>	<u>\$26,245,609.96</u>						
<u>2020 CO's</u>											
TexPool											
7883900028	TexPool	10/1/2021	2,483,423.31	2,483,423.31	2,483,423.31	3.680	1	3.680			
			<u>\$2,483,423.31</u>	<u>\$2,483,423.31</u>	<u>\$2,483,423.31</u>						
<u>2023 Bond Program</u>											
Texas FIT											
1379800060	Texas FIT	10/1/2021	736,561.38	736,561.38	736,561.38	3.620	1	3.620			
1379900099	Texas FIT	10/4/2023	23,344,123.61	23,344,123.61	23,344,123.61	3.620	1	3.620			
			<u>\$24,080,684.99</u>	<u>\$24,080,684.99</u>	<u>\$24,080,684.99</u>						

**City of New Braunfels
Investment Portfolio Detail
as of March 31, 2026**

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Market Price	Market Date	Maturity Date
<u>2022 Tax Notes</u>											
TexPool											
7883900029	TexPool	9/13/2022	2,435,104.00	2,435,104.00	2,435,104.00	3.680	1	3.680			
			<u>\$2,435,104.00</u>	<u>\$2,435,104.00</u>	<u>\$2,435,104.00</u>						
<u>2023 Tax Notes</u>											
TexPool											
7883900031	TexPool	10/4/2023	202,417.81	202,417.81	202,417.81	3.680	1	3.680			
			<u>\$202,417.81</u>	<u>\$202,417.81</u>	<u>\$202,417.81</u>						
<u>2024 Tax Notes</u>											
TexPool											
7883900033	TexPool	3/1/2025	1,042,465.72	1,042,465.72	1,042,465.72	3.680	1	3.680			
			<u>\$1,042,465.72</u>	<u>\$1,042,465.72</u>	<u>\$1,042,465.72</u>						
<u>NBEDC 2023 CO's</u>											
TexPool											
7883900030	TexPool	10/4/2023	11,283,520.10	11,283,520.10	11,283,520.10	3.680	1	3.680			
			<u>\$11,283,520.10</u>	<u>\$11,283,520.10</u>	<u>\$11,283,520.10</u>						
<u>Debt Service Fund</u>											
Texas Class											
TX-01-0331-4001	Texas Class	10/1/2021	3,100,654.50	3,100,654.50	3,100,654.50	3.543	1	3.543			
			<u>\$3,100,654.50</u>	<u>\$3,100,654.50</u>	<u>\$3,100,654.50</u>						
<u>Solid Waste Fund</u>											
TexPool											
7883900025	TexPool	10/1/2021	3,155,754.55	3,155,754.55	3,155,754.55	3.680	1	3.680			
			<u>\$3,155,754.55</u>	<u>\$3,155,754.55</u>	<u>\$3,155,754.55</u>						
<u>Self Insurance Fund</u>											
Texas Class											
TX-01-0331-4002	Texas Class	10/1/2021	2,598,514.84	2,598,514.84	2,598,514.84	3.543	1	3.543			
			<u>\$2,598,514.84</u>	<u>\$2,598,514.84</u>	<u>\$2,598,514.84</u>						
<u>HOT/Motel Fund</u>											
Non-Neg CD's											
1031437098	Bank of America-CDARS	7/3/2025	1,177,500.00	1,177,500.00	1,177,500.00	4.143	84	4.143			7/2/2026
TexPool											
7883900008	TexPool	10/1/2021	37,951.36	37,951.36	37,951.36	3.680	1	3.680			
			<u>\$1,215,451.36</u>	<u>\$1,215,451.36</u>	<u>\$1,215,451.36</u>						
Total			247,398,783.05	247,325,009.05	247,210,739.41						



City of New Braunfels
Texas Compliance Change in Val Report
Sorted by Fund
January 1, 2026 - March 31, 2026

City of New Braunfels
 550 Landa St.
 New Braunfels, TX 78130
 (830)221-4369

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: General Fund									
10018	TXCLS	101	02/28/2022	0.00	0.00	0.00	0.00	0.00	0.00
TX-01-0331-0001	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10019	TXPOOL	101	10/01/2021	402,682.89	41,667,476.39	25,402,682.89	0.00	25,402,682.89	67,070,159.28
7883900001	67,070,159.28	3.680	/ /	402,682.89	41,667,476.39	25,402,682.89	0.00	25,402,682.89	67,070,159.28
10034	FRST	101	10/01/2021	55.48	2,724,068.13	268,881.14	492,443.24	-223,617.58	2,500,450.55
FROST	2,500,450.55	0.750	/ /	55.48	2,724,068.13	268,881.14	492,443.24	-223,617.58	2,500,450.55
10058	FRST	101	01/11/2023	168,740.40	13,258,000.00	22,440,740.40	22,708,000.00	-436,000.00	12,822,000.00
FROST REPO	12,822,000.00	2.569	/ /	168,740.40	13,258,000.00	22,440,740.40	22,708,000.00	-436,000.00	12,822,000.00
10096	FNMA	101	12/20/2024	6,562.50	2,803,950.00	0.00	0.00	0.00	2,803,950.00
3135G06L2	3,000,000.00	4.330	12/18/2026	0.00	2,924,460.00	0.00	0.00	15,171.00	2,939,631.00
10097	FFCB	101	10/02/2024	21,875.00	2,497,600.00	0.00	0.00	0.00	2,497,600.00
3133ERVU2	2,500,000.00	3.550	10/02/2026	0.00	2,498,387.50	0.00	0.00	-1,705.00	2,496,682.50
10099	USTR	101	10/01/2024	23,179.94	2,503,525.00	0.00	0.00	0.00	2,503,525.00
91282CGV7	2,500,000.00	3.654	04/15/2026	0.00	2,501,187.50	0.00	0.00	0.00	2,501,187.50
10107	CDARS	101	07/03/2025	13,510.83	1,322,500.00	0.00	0.00	0.00	1,322,500.00
1031437098	1,322,500.00	4.143	07/02/2026	13,969.12	1,322,500.00	0.00	0.00	0.00	1,322,500.00
10109	CDARS	101	09/11/2025	7,091.10	800,000.00	0.00	0.00	0.00	800,000.00
1031835565	800,000.00	3.594	09/09/2027	7,101.31	800,000.00	0.00	0.00	0.00	800,000.00
10112	CDARS	101	09/18/2025	10,465.26	1,200,000.00	0.00	0.00	0.00	1,200,000.00
1031886127	1,200,000.00	3.536	09/16/2027	10,480.05	1,200,000.00	0.00	0.00	0.00	1,200,000.00
Sub Totals For: Fund: General Fund				654,163.40	68,777,119.52	48,112,304.43	23,200,443.24	24,743,065.31	93,520,184.83
				603,029.25	68,896,079.52	48,112,304.43	23,200,443.24	24,756,531.31	93,652,610.83

Fund: 2023 GO Issuance 2 (

City of New Braunfels
Texas Compliance Change in Val Report
January 1, 2026 - March 31, 2026

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10113	FFCB	2023 GO	09/19/2025	45,312.50	5,006,881.36	0.00	0.00	0.00	5,006,881.36
3133ETVJ3	5,000,000.00	3.550	08/27/2027	79,548.61	5,007,930.00	0.00	0.00	-19,205.00	4,988,725.00
10114	TXPOOL	2023 GO	09/04/2025	369,145.81	40,472,715.87	369,145.81	0.00	369,145.81	40,841,861.68
7883900034	40,841,861.68	3.680	/ /	369,145.81	40,472,715.87	369,145.81	0.00	369,145.81	40,841,861.68
Sub Totals For: Fund: 2023 GO Issuance 2 (				414,458.31	45,479,597.23	369,145.81	0.00	369,145.81	45,848,743.04
				448,694.42	45,480,645.87	369,145.81	0.00	349,940.81	45,830,586.68
Fund: NB Development Autho									
10020	TXPOOL	211	10/01/2021	7,710.62	845,385.94	7,710.62	0.00	7,710.62	853,096.56
7883900019	853,096.56	3.680	/ /	7,710.62	845,385.94	7,710.62	0.00	7,710.62	853,096.56
10035	FRST	211	10/01/2021	27.15	1,223,614.47	27.15	0.00	27.15	1,223,641.62
RESERVE	1,223,641.62	0.750	/ /	27.15	1,223,614.47	27.15	0.00	27.15	1,223,641.62
Sub Totals For: Fund: NB Development Autho				7,737.77	2,069,000.41	7,737.77	0.00	7,737.77	2,076,738.18
				7,737.77	2,069,000.41	7,737.77	0.00	7,737.77	2,076,738.18
Fund: NB EDC									
10014	TXCLS	212	10/01/2021	128,149.54	14,511,581.15	128,149.54	0.00	128,149.54	14,639,730.69
TX-01-0331-4004	14,639,730.69	3.543	/ /	128,149.54	14,511,581.15	128,149.54	0.00	128,149.54	14,639,730.69
Sub Totals For: Fund: NB EDC				128,149.54	14,511,581.15	128,149.54	0.00	128,149.54	14,639,730.69
				128,149.54	14,511,581.15	128,149.54	0.00	128,149.54	14,639,730.69
Fund: Grant Fund - ARPA									
10011	TXFIT	220	10/01/2021	931.29	104,253.63	931.29	0.00	931.29	105,184.92
1379800056	105,184.92	3.620	/ /	931.29	104,253.63	931.29	0.00	931.29	105,184.92
Sub Totals For: Fund: Grant Fund - ARPA				931.29	104,253.63	931.29	0.00	931.29	105,184.92
				931.29	104,253.63	931.29	0.00	931.29	105,184.92
Fund: Equipment Repl Fund									
10021	TXPOOL	260	10/01/2021	10,387.33	1,138,863.92	10,387.33	0.00	10,387.33	1,149,251.25
7883900022	1,149,251.25	3.680	/ /	10,387.33	1,138,863.92	10,387.33	0.00	10,387.33	1,149,251.25

City of New Braunfels
Texas Compliance Change in Val Report
January 1, 2026 - March 31, 2026

Page 3

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Sub Totals For: Fund: Equipment Repl Fund				10,387.33	1,138,863.92	10,387.33	0.00	10,387.33	1,149,251.25
				10,387.33	1,138,863.92	10,387.33	0.00	10,387.33	1,149,251.25
Fund: Enterprise Maint/Equ									
10022	TXPOOL	262	10/01/2021	0.00	0.00	0.00	0.00	0.00	0.00
7883900018	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: Enterprise Maint/Equ				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Rec Center Ops & Mai									
10103	TXPOOL	264	03/01/2025	8,950.62	981,391.19	8,951.10	0.00	8,951.10	990,342.29
7883900032	990,342.29	3.680	/ /	8,951.10	981,391.19	8,951.10	0.00	8,951.10	990,342.29
Sub Totals For: Fund: Rec Center Ops & Mai				8,950.62	981,391.19	8,951.10	0.00	8,951.10	990,342.29
				8,951.10	981,391.19	8,951.10	0.00	8,951.10	990,342.29
Fund: 2008 CO's									
10023	TXPOOL	308	10/01/2021	3,764.53	412,743.35	3,764.53	0.00	3,764.53	416,507.88
7883900005	416,507.88	3.680	/ /	3,764.53	412,743.35	3,764.53	0.00	3,764.53	416,507.88
Sub Totals For: Fund: 2008 CO's				3,764.53	412,743.35	3,764.53	0.00	3,764.53	416,507.88
				3,764.53	412,743.35	3,764.53	0.00	3,764.53	416,507.88
Fund: Roadway Dev Fund									
10015	TXCLS	336	10/01/2021	56,046.74	6,346,703.69	56,046.74	0.00	56,046.74	6,402,750.43
TX-01-0331-4003	6,402,750.43	3.543	/ /	56,046.74	6,346,703.69	56,046.74	0.00	56,046.74	6,402,750.43
Sub Totals For: Fund: Roadway Dev Fund				56,046.74	6,346,703.69	56,046.74	0.00	56,046.74	6,402,750.43
				56,046.74	6,346,703.69	56,046.74	0.00	56,046.74	6,402,750.43
Fund: 2013 Bond Program									
10024	TXPOOL	350	10/01/2021	8.10	897.85	8.10	0.00	8.10	905.95
7883900012	905.95	3.680	/ /	8.10	897.85	8.10	0.00	8.10	905.95
10025	TXPOOL	350	10/01/2021	38,096.13	4,176,820.50	38,096.13	0.00	38,096.13	4,214,916.63
7883900015	4,214,916.63	3.680	/ /	38,096.13	4,176,820.50	38,096.13	0.00	38,096.13	4,214,916.63

City of New Braunfels
Texas Compliance Change in Val Report
January 1, 2026 - March 31, 2026

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Sub Totals For: Fund: 2013 Bond Program				38,104.23	4,177,718.35	38,104.23	0.00	38,104.23	4,215,822.58
				38,104.23	4,177,718.35	38,104.23	0.00	38,104.23	4,215,822.58
Fund: 2012 CO's									
10026	TXPOOL	352	10/01/2021	0.00	0.00	0.00	0.00	0.00	0.00
7883900010	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: 2012 CO's				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: 2014 Capital Project									
10027	TXPOOL	354	10/01/2021	0.90	50.08	0.90	0.00	0.90	50.98
7883900013	50.98	3.680	/ /	0.90	50.08	0.90	0.00	0.90	50.98
10028	TXPOOL	354	10/01/2021	16.28	1,814.92	16.28	0.00	16.28	1,831.20
7883900014	1,831.20	3.680	/ /	16.28	1,814.92	16.28	0.00	16.28	1,831.20
Sub Totals For: Fund: 2014 Capital Project				17.18	1,865.00	17.18	0.00	17.18	1,882.18
				17.18	1,865.00	17.18	0.00	17.18	1,882.18
Fund: 2019 Bond Program									
10012	TXFIT	359	10/01/2021	0.00	0.00	0.00	0.00	0.00	0.00
1379800059	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10029	TXPOOL	359	10/01/2021	228,180.39	25,017,429.57	228,180.39	0.00	228,180.39	25,245,609.96
7883900017	25,245,609.96	3.680	/ /	228,180.39	25,017,429.57	228,180.39	0.00	228,180.39	25,245,609.96
10106	CDARS	359	07/03/2025	117.19	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
1031437071	0.00	0.000	01/02/2026	117.21	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
10110	CDARS	359	09/11/2025	7,559.05	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
1031835514	0.00	0.000	03/12/2026	7,569.57	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
10111	CDARS	359	09/11/2025	9,244.22	1,000,000.00	0.00	0.00	0.00	1,000,000.00
1031835549	1,000,000.00	3.749	09/10/2026	9,258.10	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Sub Totals For: Fund: 2019 Bond Program				245,100.85	28,017,429.57	228,180.39	2,000,000.00	-1,771,819.61	26,245,609.96
				245,125.27	28,017,429.57	228,180.39	2,000,000.00	-1,771,819.61	26,245,609.96

City of New Braunfels
Texas Compliance Change in Val Report
January 1, 2026 - March 31, 2026

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: 2020 CO's									
10030	TXPOOL	360	10/01/2021	22,446.27	2,460,977.04	22,446.27	0.00	22,446.27	2,483,423.31
7883900028	2,483,423.31	3.680	/ /	22,446.27	2,460,977.04	22,446.27	0.00	22,446.27	2,483,423.31
Sub Totals For: Fund: 2020 CO's				22,446.27	2,460,977.04	22,446.27	0.00	22,446.27	2,483,423.31
				22,446.27	2,460,977.04	22,446.27	0.00	22,446.27	2,483,423.31
Fund: 2023 Bond Program									
10013	TXFIT	361	10/01/2021	6,521.41	730,039.97	6,521.41	0.00	6,521.41	736,561.38
1379800060	736,561.38	3.620	/ /	6,521.41	730,039.97	6,521.41	0.00	6,521.41	736,561.38
10063	TXFIT	361	10/04/2023	206,685.45	23,137,438.16	206,685.45	0.00	206,685.45	23,344,123.61
1379900099	23,344,123.61	3.620	/ /	206,685.45	23,137,438.16	206,685.45	0.00	206,685.45	23,344,123.61
Sub Totals For: Fund: 2023 Bond Program				213,206.86	23,867,478.13	213,206.86	0.00	213,206.86	24,080,684.99
				213,206.86	23,867,478.13	213,206.86	0.00	213,206.86	24,080,684.99
Fund: 2022 Tax Notes									
10046	TXPOOL	362	09/13/2022	22,009.44	2,413,094.56	22,009.44	0.00	22,009.44	2,435,104.00
7883900029	2,435,104.00	3.680	/ /	22,009.44	2,413,094.56	22,009.44	0.00	22,009.44	2,435,104.00
Sub Totals For: Fund: 2022 Tax Notes				22,009.44	2,413,094.56	22,009.44	0.00	22,009.44	2,435,104.00
				22,009.44	2,413,094.56	22,009.44	0.00	22,009.44	2,435,104.00
Fund: 2023 Tax Notes									
10062	TXPOOL	364	10/04/2023	1,829.54	200,588.27	1,829.54	0.00	1,829.54	202,417.81
7883900031	202,417.81	3.680	/ /	1,829.54	200,588.27	1,829.54	0.00	1,829.54	202,417.81
Sub Totals For: Fund: 2023 Tax Notes				1,829.54	200,588.27	1,829.54	0.00	1,829.54	202,417.81
				1,829.54	200,588.27	1,829.54	0.00	1,829.54	202,417.81
Fund: 2024 Tax Notes									
10104	TXPOOL	365	03/01/2025	9,421.75	1,033,043.46	9,422.26	0.00	9,422.26	1,042,465.72
7883900033	1,042,465.72	3.680	/ /	9,422.26	1,033,043.46	9,422.26	0.00	9,422.26	1,042,465.72
Sub Totals For: Fund: 2024 Tax Notes				9,421.75	1,033,043.46	9,422.26	0.00	9,422.26	1,042,465.72
				9,422.26	1,033,043.46	9,422.26	0.00	9,422.26	1,042,465.72

City of New Braunfels
Texas Compliance Change in Val Report
January 1, 2026 - March 31, 2026

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: NBEDC 2023 CO's									
10061	TXPOOL	366	10/04/2023	101,985.13	11,181,534.97	101,985.13	0.00	101,985.13	11,283,520.10
7883900030	11,283,520.10	3.680	/ /	101,985.13	11,181,534.97	101,985.13	0.00	101,985.13	11,283,520.10
Sub Totals For: Fund: NBEDC 2023 CO's				101,985.13	11,181,534.97	101,985.13	0.00	101,985.13	11,283,520.10
				101,985.13	11,181,534.97	101,985.13	0.00	101,985.13	11,283,520.10
Fund: Debt Service Fund									
10016	TXCLS	401	10/01/2021	27,141.72	3,073,512.78	27,141.72	0.00	27,141.72	3,100,654.50
TX-01-0331-4001	3,100,654.50	3.543	/ /	27,141.72	3,073,512.78	27,141.72	0.00	27,141.72	3,100,654.50
Sub Totals For: Fund: Debt Service Fund				27,141.72	3,073,512.78	27,141.72	0.00	27,141.72	3,100,654.50
				27,141.72	3,073,512.78	27,141.72	0.00	27,141.72	3,100,654.50
Fund: Solid Waste Fund									
10031	TXPOOL	521	10/01/2021	28,523.05	3,127,231.50	28,523.05	0.00	28,523.05	3,155,754.55
7883900025	3,155,754.55	3.680	/ /	28,523.05	3,127,231.50	28,523.05	0.00	28,523.05	3,155,754.55
10115	CDARS	521	10/02/2025	106.67	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
1031972228	0.00	0.000	01/02/2026	106.67	1,000,000.00	0.00	1,000,000.00	-1,000,000.00	0.00
Sub Totals For: Fund: Solid Waste Fund				28,629.72	4,127,231.50	28,523.05	1,000,000.00	-971,476.95	3,155,754.55
				28,629.72	4,127,231.50	28,523.05	1,000,000.00	-971,476.95	3,155,754.55
Fund: Self Insurance Fund									
10017	TXCLS	601	10/01/2021	22,746.23	2,575,768.61	22,746.23	0.00	22,746.23	2,598,514.84
TX-01-0331-4002	2,598,514.84	3.543	/ /	22,746.23	2,575,768.61	22,746.23	0.00	22,746.23	2,598,514.84
Sub Totals For: Fund: Self Insurance Fund				22,746.23	2,575,768.61	22,746.23	0.00	22,746.23	2,598,514.84
				22,746.23	2,575,768.61	22,746.23	0.00	22,746.23	2,598,514.84
Fund: HOT/Motel Fund									
10032	TXPOOL	794	10/01/2021	343.04	37,608.32	343.04	0.00	343.04	37,951.36
7883900008	37,951.36	3.680	/ /	343.04	37,608.32	343.04	0.00	343.04	37,951.36
10108	CDARS	794	07/03/2025	12,029.49	1,177,500.00	0.00	0.00	0.00	1,177,500.00
1031437098	1,177,500.00	4.143	07/02/2026	11,613.37	1,177,500.00	0.00	0.00	0.00	1,177,500.00

City of New Braunfels
Texas Compliance Change in Val Report
January 1, 2026 - March 31, 2026

Page 7

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Sub Totals For: Fund: HOT/Motel Fund				12,372.53	1,215,108.32	343.04	0.00	343.04	1,215,451.36
				11,956.41	1,215,108.32	343.04	0.00	343.04	1,215,451.36
Report Grand Totals:				2,029,600.98	224,166,604.65	49,413,373.88	26,200,443.24	23,044,134.76	247,210,739.41
				2,012,312.23	224,286,613.29	49,413,373.88	26,200,443.24	23,038,395.76	247,325,009.05



City of New Braunfels
Total Earnings
Sorted by Fund - Issuer
January 1, 2026 - March 31, 2026

City of New Braunfels
550 Landa St.
New Braunfels, TX 78130
(830)221-4369

									Adjusted Interest			
CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Ending Book Value	Current Rate	Annualized Yield	Earnings			
									Interest Earned	Amortization Accretion	Realized Gain/Loss	Adjusted Earnings
Fund: General Fund												
1031437098	10107	101	CDARS	1,322,500.00	1,322,500.00	1,322,500.00	4.143	4.143	13,510.83	0.00	0.00	13,510.83
1031835565	10109	101	CDARS	800,000.00	800,000.00	800,000.00	3.595	3.595	7,091.10	0.00	0.00	7,091.10
1031886127	10112	101	CDARS	1,200,000.00	1,200,000.00	1,200,000.00	3.537	3.537	10,465.26	0.00	0.00	10,465.26
3133ERVU2	10097	101	FFCB	2,500,000.00	2,497,600.00	2,497,600.00	3.500	3.552	21,875.00	0.00	0.00	21,875.00
3135G06L2	10096	101	FNMA	3,000,000.00	2,803,950.00	2,803,950.00	0.875	0.949	6,562.50	0.00	0.00	6,562.50
FROST	10034	101	FRST	2,500,450.55	2,724,068.13	2,500,450.55	0.750	0.008	55.48	0.00	0.00	55.48
FROST REPO	10058	101	FRST	12,822,000.00	13,258,000.00	12,822,000.00	2.569	5.162	168,740.40	0.00	0.00	168,740.40
7883900001	10019	101	TXPOOL	67,070,159.28	41,667,476.39	67,070,159.28	3.680	3.919	402,682.89	0.00	0.00	402,682.89
91282CGV7	10099	101	USTR	2,500,000.00	2,503,525.00	2,503,525.00	3.750	3.755	23,179.94	0.00	0.00	23,179.94
Subtotal				93,715,109.83	68,777,119.52	93,520,184.83		3.857	654,163.40	0.00	0.00	654,163.40
Fund: 2023 GO Issuance 2 (2025 GO)												
3133ETVJ3	10113	2023	FFCB	5,000,000.00	5,006,881.36	5,006,881.36	3.625	3.670	45,312.50	0.00	0.00	45,312.50
7883900034	10114	2023	TXPOOL	40,841,861.68	40,472,715.87	40,841,861.68	3.680	3.699	369,145.81	0.00	0.00	369,145.81
Subtotal				45,841,861.68	45,479,597.23	45,848,743.04		3.696	414,458.31	0.00	0.00	414,458.31
Fund: NB Development Authority												
RESERVE	10035	211	FRST	1,223,641.62	1,223,614.47	1,223,641.62	0.750	0.009	27.15	0.00	0.00	27.15
7883900019	10020	211	TXPOOL	853,096.56	845,385.94	853,096.56	3.680	3.699	7,710.62	0.00	0.00	7,710.62
Subtotal				2,076,738.18	2,069,000.41	2,076,738.18		1.517	7,737.77	0.00	0.00	7,737.77
Fund: NB EDC												
TX-01-0331-	10014	212	TXCLS	14,639,730.69	14,511,581.15	14,639,730.69	3.543	3.581	128,149.54	0.00	0.00	128,149.54
Subtotal				14,639,730.69	14,511,581.15	14,639,730.69		3.581	128,149.54	0.00	0.00	128,149.54
Fund: Grant Fund - ARPA												
1379800056	10011	220	TXFIT	105,184.92	104,253.63	105,184.92	3.620	3.623	931.29	0.00	0.00	931.29
Subtotal				105,184.92	104,253.63	105,184.92		3.623	931.29	0.00	0.00	931.29
Fund: Equipment Repl Fund												
7883900022	10021	260	TXPOOL	1,149,251.25	1,138,863.92	1,149,251.25	3.680	3.699	10,387.33	0.00	0.00	10,387.33

City of New Braunfels
Total Earnings
January 1, 2026 - March 31, 2026

Page 2

										Adjusted Interest		
CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Ending Book Value	Current Rate	Annualized Yield	Earnings			
									Interest Earned	Amortization Accretion	Realized Gain/Loss	Adjusted Earnings
			Subtotal	1,149,251.25	1,138,863.92	1,149,251.25		3.699	10,387.33	0.00	0.00	10,387.33
Fund: Rec Center Ops & Maint												
7883900032	10103	264	TXPOOL	990,342.29	981,391.19	990,342.29	3.680	3.699	8,950.62	0.00	0.00	8,950.62
			Subtotal	990,342.29	981,391.19	990,342.29		3.699	8,950.62	0.00	0.00	8,950.62
Fund: 2008 CO's												
7883900005	10023	308	TXPOOL	416,507.88	412,743.35	416,507.88	3.680	3.699	3,764.53	0.00	0.00	3,764.53
			Subtotal	416,507.88	412,743.35	416,507.88		3.699	3,764.53	0.00	0.00	3,764.53
Fund: Roadway Dev Fund												
TX-01-0331-	10015	336	TXCLS	6,402,750.43	6,346,703.69	6,402,750.43	3.543	3.581	56,046.74	0.00	0.00	56,046.74
			Subtotal	6,402,750.43	6,346,703.69	6,402,750.43		3.581	56,046.74	0.00	0.00	56,046.74
Fund: 2013 Bond Program												
7883900012	10024	350	TXPOOL	905.95	897.85	905.95	3.680	3.659	8.10	0.00	0.00	8.10
7883900015	10025	350	TXPOOL	4,214,916.63	4,176,820.50	4,214,916.63	3.680	3.699	38,096.13	0.00	0.00	38,096.13
			Subtotal	4,215,822.58	4,177,718.35	4,215,822.58		3.699	38,104.23	0.00	0.00	38,104.23
Fund: 2014 Capital Projects												
7883900013	10027	354	TXPOOL	50.98	50.08	50.98	3.680	7.288	0.90	0.00	0.00	0.90
7883900014	10028	354	TXPOOL	1,831.20	1,814.92	1,831.20	3.680	3.638	16.28	0.00	0.00	16.28
			Subtotal	1,882.18	1,865.00	1,882.18		3.736	17.18	0.00	0.00	17.18
Fund: 2019 Bond Program												
1031437071	10106	359	CDARS	0.00	1,000,000.00	0.00	4.277	4.277	117.19	0.00	0.00	117.19
1031835514	10110	359	CDARS	0.00	1,000,000.00	0.00	3.942	3.942	7,559.05	0.00	0.00	7,559.05
1031835549	10111	359	CDARS	1,000,000.00	1,000,000.00	1,000,000.00	3.749	3.749	9,244.22	0.00	0.00	9,244.22
7883900017	10029	359	TXPOOL	25,245,609.96	25,017,429.57	25,245,609.96	3.680	3.699	228,180.39	0.00	0.00	228,180.39
			Subtotal	26,245,609.96	28,017,429.57	26,245,609.96		3.708	245,100.85	0.00	0.00	245,100.85
Fund: 2020 CO's												
7883900028	10030	360	TXPOOL	2,483,423.31	2,460,977.04	2,483,423.31	3.680	3.699	22,446.27	0.00	0.00	22,446.27
			Subtotal	2,483,423.31	2,460,977.04	2,483,423.31		3.699	22,446.27	0.00	0.00	22,446.27
Fund: 2023 Bond Program												
1379800060	10013	361	TXFIT	736,561.38	730,039.97	736,561.38	3.620	3.623	6,521.41	0.00	0.00	6,521.41
1379900099	10063	361	TXFIT	23,344,123.61	23,137,438.16	23,344,123.61	3.620	3.623	206,685.45	0.00	0.00	206,685.45
			Subtotal	24,080,684.99	23,867,478.13	24,080,684.99		3.623	213,206.86	0.00	0.00	213,206.86

City of New Braunfels
Total Earnings
January 1, 2026 - March 31, 2026

CUSIP	Investment #	Fund	Issuer	Ending Par Value	Beginning Book Value	Ending Book Value	Current Rate	Annualized Yield	Adjusted Interest				
									Interest Earned	Amortization Accretion	Realized Gain/Loss	Adjusted Earnings	
Fund: 2022 Tax Notes													
7883900029	10046	362	TXPOOL	2,435,104.00	2,413,094.56	2,435,104.00	3.680	3.699	22,009.44	0.00	0.00	22,009.44	
			Subtotal	2,435,104.00	2,413,094.56	2,435,104.00		3.699	22,009.44	0.00	0.00	22,009.44	
Fund: 2023 Tax Notes													
7883900031	10062	364	TXPOOL	202,417.81	200,588.27	202,417.81	3.680	3.699	1,829.54	0.00	0.00	1,829.54	
			Subtotal	202,417.81	200,588.27	202,417.81		3.699	1,829.54	0.00	0.00	1,829.54	
Fund: 2024 Tax Notes													
7883900033	10104	365	TXPOOL	1,042,465.72	1,033,043.46	1,042,465.72	3.680	3.699	9,421.75	0.00	0.00	9,421.75	
			Subtotal	1,042,465.72	1,033,043.46	1,042,465.72		3.699	9,421.75	0.00	0.00	9,421.75	
Fund: NBEDC 2023 CO's													
7883900030	10061	366	TXPOOL	11,283,520.10	11,181,534.97	11,283,520.10	3.680	3.699	101,985.13	0.00	0.00	101,985.13	
			Subtotal	11,283,520.10	11,181,534.97	11,283,520.10		3.699	101,985.13	0.00	0.00	101,985.13	
Fund: Debt Service Fund													
TX-01-0331-	10016	401	TXCLS	3,100,654.50	3,073,512.78	3,100,654.50	3.543	3.581	27,141.72	0.00	0.00	27,141.72	
			Subtotal	3,100,654.50	3,073,512.78	3,100,654.50		3.581	27,141.72	0.00	0.00	27,141.72	
Fund: Solid Waste Fund													
1031972228	10115	521	CDARS	0.00	1,000,000.00	0.00	3.893	3.893	106.67	0.00	0.00	106.67	
7883900025	10031	521	TXPOOL	3,155,754.55	3,127,231.50	3,155,754.55	3.680	3.699	28,523.05	0.00	0.00	28,523.05	
			Subtotal	3,155,754.55	4,127,231.50	3,155,754.55		3.700	28,629.72	0.00	0.00	28,629.72	
Fund: Self Insurance Fund													
TX-01-0331-	10017	601	TXCLS	2,598,514.84	2,575,768.61	2,598,514.84	3.543	3.581	22,746.23	0.00	0.00	22,746.23	
			Subtotal	2,598,514.84	2,575,768.61	2,598,514.84		3.581	22,746.23	0.00	0.00	22,746.23	
Fund: HOT/Motel Fund													
1031437098	10108	794	CDARS	1,177,500.00	1,177,500.00	1,177,500.00	4.143	4.143	12,029.49	0.00	0.00	12,029.49	
7883900008	10032	794	TXPOOL	37,951.36	37,608.32	37,951.36	3.680	3.699	343.04	0.00	0.00	343.04	
			Subtotal	1,215,451.36	1,215,108.32	1,215,451.36		4.129	12,372.53	0.00	0.00	12,372.53	
Total				247,398,783.05	224,166,604.65	247,210,739.41		3.708	2,029,600.98	0.00	0.00	2,029,600.98	



City of New Braunfels
Amortization Schedule
January 1, 2026 - March 31, 2026
Sorted By Fund - Maturity Date

City of New Braunfels
 550 Landa St.
 New Braunfels, TX 78130
 (830)221-4369

Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 01/01/2026	Amount Amortized This Period	Amt Amortized Through 03/31/2026	Amount Unamortized
General Fund										
10099	101	04/15/2026	2,500,000.00	2,503,525.00	3,525.00	2,500,087.97	-2,871.52	-565.51	-3,437.03	87.97
U.S. Treasury			3.750				653.48			
10097	101	10/02/2026	2,500,000.00	2,497,600.00	-2,400.00	2,499,396.67	1,496.67	300.00	1,796.67	-603.33
Federal Farm Credit Bnk			3.500				-903.33			
10096	101	12/18/2026	3,000,000.00	2,803,950.00	-196,050.00	2,929,826.11	101,301.60	24,574.51	125,876.11	-70,173.89
Federal National Mtg Assn			0.875				-94,748.40			
Subtotal				7,805,075.00	-194,925.00	7,929,310.75	99,926.75	24,309.00	124,235.75	-70,689.25
							-94,998.25			
2023 GO Issuance 2 (2025 GO)										
10113	2023 GO	08/27/2027	5,000,000.00	5,006,881.36	6,881.36	5,004,988.49	-1,005.59	-887.28	-1,892.87	4,988.49
Federal Farm Credit Bnk			3.625				5,875.77			
Subtotal				5,006,881.36	6,881.36	5,004,988.49	-1,005.59	-887.28	-1,892.87	4,988.49
							5,875.77			
Total				12,811,956.36	-188,043.64	12,934,299.24	98,921.16	23,421.72	122,342.88	-65,700.76
							-89,122.48			



City of New Braunfels
Maturity Report
Sorted by Maturity Date
Received or due during January 1, 2026 - March 31, 2026

City of New Braunfels
550 Landa St.
New Braunfels, TX 78130
(830)221-4369

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
1031437071	10106	359	BCD	CDARS	1,000,000.00	01/02/2026	07/03/2025	4.277	1,000,000.00	117.21	1,000,117.21	117.21
1031972228	10115	521	BCD	CDARS	1,000,000.00	01/02/2026	10/02/2025	3.893	1,000,000.00	106.67	1,000,106.67	106.67
1031835514	10110	359	BCD	CDARS	1,000,000.00	03/12/2026	09/11/2025	3.942	1,000,000.00	1,188.50	1,001,188.50	1,188.50
Total Maturities					3,000,000.00				3,000,000.00	1,412.38	3,001,412.38	1,412.38



City of New Braunfels
Projected Cashflow Report
Sorted by Monthly
For the Period April 1, 2026 - March 31, 2027

City of New Braunfels
550 Landa St.
New Braunfels, TX 78130
(830)221-4369

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
April 2026										
04/02/2026	10097	101	3133ERVU2	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	43,750.00	43,750.00
04/15/2026	10099	101	91282CGV7	Maturity	U.S. Treasury	2,500,000.00	2,503,525.00	2,500,000.00	46,875.00	2,546,875.00
04/30/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503.61
04/30/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
04/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
04/30/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41
04/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
Total for April 2026						2,500,000.00	2,503,525.00	2,500,000.00	108,071.97	2,608,071.97
May 2026										
05/31/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,653.73	4,653.73
05/31/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,143.49	4,143.49
05/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
05/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
05/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
Total for May 2026						0.00	0.00	0.00	18,028.53	18,028.53
June 2026										
06/18/2026	10096	101	3135G06L2	Interest	Federal National Mtg Assn	0.00	0.00	0.00	13,125.00	13,125.00
06/30/2026	10107	101	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,503.61	4,503.61
06/30/2026	10108	794	1031437098	Interest	Bank of America-CDARS	0.00	0.00	0.00	4,009.83	4,009.83
06/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
06/30/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,081.41	3,081.41
06/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
Total for June 2026						0.00	0.00	0.00	30,571.97	30,571.97
July 2026										
07/02/2026	10107	101	1031437098	Maturity	Bank of America-CDARS	1,322,500.00	1,322,500.00	1,322,500.00	150.12	1,322,650.12
07/02/2026	10108	794	1031437098	Maturity	Bank of America-CDARS	1,177,500.00	1,177,500.00	1,177,500.00	133.66	1,177,633.66
07/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
07/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
07/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
Total for July 2026						2,500,000.00	2,500,000.00	2,500,000.00	9,515.09	2,509,515.09

August 2026

City of New Braunfels
Projected Cashflow Report
For the Period April 1, 2026 - March 31, 2027

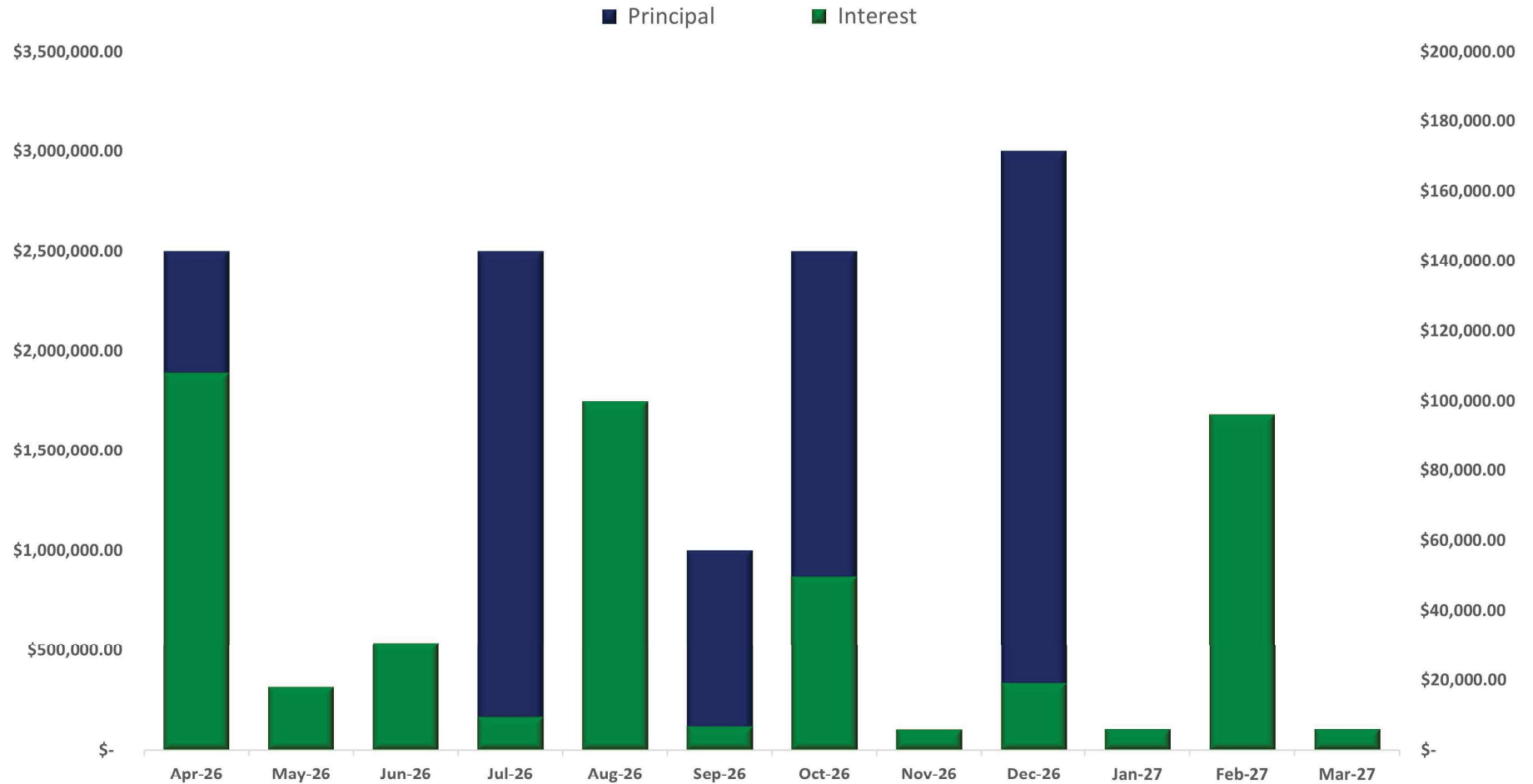
Page 2

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
August 2026										
08/27/2026	10113	2023 GO	3133ETVJ3	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	90,625.00	90,625.00
08/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
08/31/2026	10111	359	1031835549	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,184.12	3,184.12
08/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
Total for August 2026						0.00	0.00	0.00	99,856.31	99,856.31
September 2026										
09/10/2026	10111	359	1031835549	Maturity	Bank of America-CDARS	1,000,000.00	1,000,000.00	1,000,000.00	924.42	1,000,924.42
09/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
09/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
Total for September 2026						1,000,000.00	1,000,000.00	1,000,000.00	6,776.54	1,006,776.54
October 2026										
10/02/2026	10097	101	3133ERVU2	Maturity	Federal Farm Credit Bnk	2,500,000.00	2,497,600.00	2,500,000.00	43,750.00	2,543,750.00
10/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
10/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
Total for October 2026						2,500,000.00	2,497,600.00	2,500,000.00	49,797.19	2,549,797.19
November 2026										
11/30/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,363.70	2,363.70
11/30/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,488.42	3,488.42
Total for November 2026						0.00	0.00	0.00	5,852.12	5,852.12
December 2026										
12/18/2026	10096	101	3135G06L2	Maturity	Federal National Mtg Assn	3,000,000.00	2,803,950.00	3,000,000.00	13,125.00	3,013,125.00
12/31/2026	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
12/31/2026	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
Total for December 2026						3,000,000.00	2,803,950.00	3,000,000.00	19,172.19	3,019,172.19
January 2027										
01/31/2027	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
01/31/2027	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
Total for January 2027						0.00	0.00	0.00	6,047.19	6,047.19
February 2027										
02/27/2027	10113	2023 GO	3133ETVJ3	Interest	Federal Farm Credit Bnk	0.00	0.00	0.00	90,625.00	90,625.00
02/28/2027	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,206.12	2,206.12
02/28/2027	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,255.86	3,255.86
Total for February 2027						0.00	0.00	0.00	96,086.98	96,086.98
March 2027										

City of New Braunfels
Projected Cashflow Report
For the Period April 1, 2026 - March 31, 2027

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
March 2027										
03/31/2027	10109	101	1031835565	Interest	Bank of America-CDARS	0.00	0.00	0.00	2,442.49	2,442.49
03/31/2027	10112	101	1031886127	Interest	Bank of America-CDARS	0.00	0.00	0.00	3,604.70	3,604.70
Total for March 2027						0.00	0.00	0.00	6,047.19	6,047.19
GRAND TOTALS:						11,500,000.00	11,305,075.00	11,500,000.00	455,823.27	11,955,823.27

Projected Maturities
April 2026 - March 2027



7/27/2026

Agenda Item No. D)

PRESENTER:

Jeff Bransford, Assistant Director of Parks and Recreation

SUBJECT:

Approval of amendment to Development Agreement with AG Sunflower Ridge, LLC

DEPARTMENT: Parks and Recreation**COUNCIL DISTRICTS IMPACTED:** 4**BACKGROUND INFORMATION:**

AG Sunflower Ridge, LLC is the developer of approximately 70 acres at the southwest corner of Orion Street and Goodwin Lane. On April 24, 2024, the City of New Braunfels and the developer executed a Trailhead and Trail Development Agreement for the design, construction, and dedication of a 0.33-mile segment of the Alligator Creek Trail and a 2.0-acre trailhead park featuring a playground, picnic tables, bike racks, landscaping, and other amenities. The agreement calls for dedication of the trail (by easement) and trailhead (by deed) to the City upon completion of construction.

ISSUE:

The original development agreement required the final completion of construction of the Trailhead and Trail, including all punch list items, to be completed no later than June 30, 2026. As a result of weather delays and supply issues, the developer was unable to meet this timeline. The proposed Amendment to the Development Agreement extends the deadline for final completion of construction and punch list items to no later than September 30, 2026. All other provisions of the original agreement and exhibits not in conflict with the Amendment shall remain in full force.

STRATEGIC PLAN REFERENCE:

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

Enhanced Connectivity Outcomes:

- Increase National Citizen Survey overall satisfaction in the “overall quality of the transportation system.”
- Increase National Citizen Survey overall satisfaction with “ease of travel by bicycle.”
- Increase National Citizen Survey overall satisfaction with “ease of travel by walking.”

-
- Increase in walk and bike score.
 - Increased bikeway, trails, and sidewalk miles.

Community Well-Being Outcomes:

- Progress toward acres of parkland per 1,000 residents metric as established by updated Parks and Recreation Master Plan.
- Maintain National Citizen Survey overall satisfaction for “Overall health and wellness opportunities.”

FISCAL IMPACT:

There is no cost to the City associated with the proposed Agreement.

RECOMMENDATION:

Staff recommends approval.

Sunflower Ridge Subdivision Trailhead and Trail Development Agreement

This TRAILHEAD AND TRAIL DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the CITY OF NEW BRAUNFELS, TEXAS, a Texas municipal corporation (the "City"), and AG SUNFLOWER RIDGE LLC, a Texas limited liability company (the "Developer"), effective as of the date the City executes this Agreement after the Developer first executes this Agreement ("Effective Date"). The City and the Developer shall hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City identified the Alligator Creek Trail as an Opportunity Area in the 2020 Hike and Bike Trail Plan, and completed a preliminary design for West Alligator Creek Trail that envisions an approximately three-mile linear public trail connecting existing trail new trail and park land for the citizens of New Braunfels;

WHEREAS, the Developer is the owner of 70 acres of real estate at the south west corner of Orion Street and Goodwin Lane, as depicted on **Exhibit A**, attached hereto and incorporated herein (the "Project," and also known as the Sunflower Ridge Subdivision);

WHEREAS, on March 30, 2022, the New Braunfels Planning Commission approved the Master Plan for the Project for the proposed residential development complete with a trail and four subunits of the subdivision for 298 single-family homes more particularly described and noted on the attached **Exhibit B** attached hereto and herein referenced as the "Master Plan";

WHEREAS, the Developer's agents during the development of the Project altered Alligator Creek in the absence of a permit and damaged the waterway, terrain, and vegetation in an area including the proposed trail; and, having received a Notice of Violation letter from the United States Army Corps of Engineers (USACE) dated September 28, 2022, stating that the Developer entered into an approved restoration agreement ("Restoration Plan") dated March 30, 2023 with the USACE for Alligator Creek and the surrounding area which has a range of requirements including grading, planting, and maintaining same for an estimated period of five years; and the Developer has restored the creek channel as of the date of this Agreement;

WHEREAS, the Developer, paid fees-in-lieu of land dedication ("Land Fees") and park land development fees ("Development Fees") for Unit 1A while Alligator Creek was in the process of being rechanneled and restored; and the Developer represented that it would continue with development of the trail after the creek channel was restored;

WHEREAS, Developer intends to build 159 dwelling units in Unit 1A, and paid \$33,072 in Land Fees and \$324,042 in Development Fees on January 5, 2023; and Developer intends to build 36 dwelling units in Unit 1B, and paid \$7,488 in Land Fees and \$73,368 in Development Fees on November 8, 2023;

WHEREAS, the Developer intends to build 21 dwelling units in Unit 1C, requiring \$4,368 in Land Fees and \$42,798 in Development Fees yet to be collected by the City; and the

Developer intends to build 82 dwelling units in Unit 2, requiring \$17,056 in Land Fees and \$167,116 in Development Fees yet to be collected by the City.

NOW, THEREFORE, the City and the Developer agree as follows:

The foregoing recitals are incorporated into this Agreement for all purposes.

Developer Obligations.

- The Developer shall design and construct a public trailhead park ("Trailhead") that is a minimum of 2.0 acres. The Trailhead shall reflect the layout and include the elements illustrated in the 60% Design presented on the attached **Exhibit C** attached hereto and incorporated herein, subject to final approval and acceptance by the City, including but not limited to:
 - Parking lot, with a minimum of thirteen (13) parking spaces;
 - Minimum ten (10)-foot wide concrete path connecting parking lot to Trail;
 - Minimum four (4)-foot wide concrete sidewalk connections among/between Sunforest Lane, Trailhead amenities, and Trail;
 - GameTime Modular Powerscape Ramped 2-12 Unit, Color Palette "Forester" as presented in **Exhibit C**
 - Bike racks to accommodate six (6) bicycles;
 - Three (3) shaded picnic tables;
 - Drinking fountain;
 - Minimum four (4) 2ft x 2ft x 4ft limestone seat blocks;
 - Trailhead kiosk;
 - Minimum two (2) trash receptacles;
 - Park entrance/monument sign per City standard;
 - Buffer plantings around parking lot;
 - Landscaping throughout, with irrigation to all landscape beds.
- The Developer shall design and construct a public hike and bike trail ("Trail") in Alligator Creek. All Trail, bridge, and structural improvements shall comply with USACE requirements. The Trail shall reflect the layout and include the elements presented on the 60% Design attached as **Exhibit C** subject to final approval and acceptance by the City, including but not limited to:
 - Minimum ten (10)-foot wide 1,725-foot long concrete path connecting originating at the property line to the south in the approximate location shown on **Exhibit C** to the existing Trail terminus to the north;
 - Minimum two (2) structural creek crossings across Alligator Creek, each minimum ten (10)-feet wide with a concrete deck;
 - Minimum four (4)-foot wide concrete sidewalk connection between Sunforest Lane and Trail within 300 feet of Goodwin Avenue.
- The Trailhead and Trail as described in **Exhibit C** shall be designed as a single project and subsequently constructed as a single project.

City Obligations. The City will recognize the improvement and dedication of the Trailhead and Trail as satisfactory to meet and fulfill the Ordinance requirements for the Project provided that the total number of dwelling units in the Project does not exceed 298. Additional dwelling units will require additional Land Fees and Development Fees and/or renegotiation of the Agreement.

Fees. The parties acknowledge that Land Fees and Development Fees are required for all units of the Project and shall be paid by the Developer at the time of plat recordation at the rate established by the Ordinance. Land Fees and Development Fees will be reimbursed to the Developer upon the completion of all of the following:

- Payment of all Land Fees and Development Fees required for all units of the Project;
- Submission of copies of invoices and checks paid by the Developer toward design and construction of the Trailhead and Trail, totaling at least the sum of all Land Fees and Development Fees required for all units of the Project;
- Dedication of the Trailhead and Trail Easement to the City.

Performance Bond. The Developer has secured a performance bond equal to the 100 percent total cost for the Trailhead and Trail as set forth in an Opinion of Probable Construction Cost (OPCC) signed and sealed by a registered engineer premised upon 60% design completion (60% Design), to guarantee the Developer completes the development of the Trailhead and Trail in accordance with the Agreement, approved plans, specifications, codes, ordinances, and other applicable laws. In the event of default by the Developer, and when the City receives all or part of the payment from the performance bond, and that payment satisfies all the cost obligations for the Trailhead and Trail project, then the Developer shall be reimbursed the balance of the park fees paid not yet reimbursed. The signed OPCC as described above is attached hereto and incorporated herein as **Exhibit D**. A true and correct copy of the performance bond is attached hereto and incorporated herein as **Exhibit E**.

Once the performance bond has been approved and accepted by the City Attorney and by the City Engineer, and upon full execution of this Agreement, Developer may plat the remainder of the Sunflower Ridge Subdivision according to the Master Plan.

Construction Design & Review. The design of the Trailhead and Trail must be approved by the City Parks and Recreation Director and any other Department(s) determined by the City in accordance with the Development and Dedication Schedule specified below. In any event, all approvals will follow the Development and Dedication Schedule. The design in **Exhibit C** is hereby agreed upon by both City and Developer. Any material deviations in scope from the **Exhibit C** are required to be reduced to writing and mutually agreed to by City and Developer. Construction plans shall be approved by the City Engineer prior to construction.

Construction Inspections. The Trailhead and Trail improvements shall be inspected by the City while construction is in progress in accordance with standard construction inspection policies and process currently used in the City for public improvements.

Letter of Approval. The City shall issue a Letter of Approval no later than thirty (30) days following the final inspection approval to the Developer following the completion of construction and final inspection of the Trailhead and Trail.

Park Land Dedication.

- **Trailhead.** Following the issuance of the Letter of Approval by the City, the Developer shall deed the Trailhead as presented in Exhibit C to the City by deed in a form reasonably acceptable to the Developer and the City and by bill of sale, with such conveyances to the City of New Braunfels to be free and clear of any liens on such conveyed property.
- **Trail.** Following the issuance of the Letter of Approval by the City, the Developer shall grant a twenty-five (25)-foot in width easement to the City for the Trail as presented in Exhibit C in a form reasonably acceptable to the Developer and City. The easement shall allow for public access of the Trail and regular operation and maintenance of the Trail by the City; however, the easement shall specify that the Developer retains responsibility for any and all capital asset repairs and corrections during the duration of the Restoration Plan, and that the Developer retains responsibility for any and all repairs, corrections, modifications, improvements, or other restoration activities within the easement area required to maintain compliance with and achieve successful completion of the Restoration Plan. Following the later of the successful completion of the Restoration Plan or any construction warranty periods, along with written notification from the Developer to the City, the easement will specify that the City will be responsible for all operation, maintenance and repair of the Trail. City and Developer may renegotiate the easement agreement in consideration of reassignment of responsibilities.

Maintenance Bond. Prior to the City's acceptance of the Trailhead and Trail, the Developer shall provide a two (2) year maintenance bond that is equal in amount to twenty percent (20%) of the 100% OPCC of the Trailhead and Trail and a manufacturer's letter stating any play structure, equipment, and safety surfaces were installed in accordance with the manufacturer's installation requirement.

Operation and Maintenance. The Developer shall be responsible for all routine and major maintenance of the Trail and Trailhead until any or all of the properties are formally conveyed to the City by Dedication according to the terms above, effective on the date(s) of recordation, at which time the City assumes operation and maintenance responsibility.

Development and Dedication Schedule. Following execution of this Agreement, the design, construction, and dedication of the Trailhead and Trail shall be as follows:

Action	Deadline
Developer submits: • 90% Design, and • Opinion of Probable Construction Cost (OPCC) for Trailhead and Trail to City for review.	No later than one-hundred fifty (150) days following date of last signature of this Agreement.
City provides 90% Design review comments and revision requirements to Developer.	No later than thirty (30) days following submission of 90% of Design and OPCC.
Developer submits: • 100% Design, and • Sealed Opinion of Probable Construction Cost prepared by independent third-party cost estimator for Trailhead and Trail to City for approval.	No later than thirty (30) days after receipt of comments from City.
City issues written approval of 100% Design and schedules preconstruction conference.	
Final completion of construction of Trailhead and Trail, including all punch list items.	No later than June 30, 2026.
City issues Letter of Approval for Trailhead and Trail to Developer.	No later than thirty (30) days following City inspection finding satisfactory completion of all final construction and punch list items.
Dedication of Trailhead and Trail Easement to City.	No later than forty-five (45) days following date of Letter of Approval from City.
Reimbursement of Land Fees and Development Fees to Developer.	No later than thirty (30) days following Dedication of Trailhead and Trail to City.
Expiration of Development Agreement.	Upon satisfactory completion of all of the above.

Default. It will be an “Event of Default” if either party fails to comply with any term, provision, or covenant of this Agreement. A defaulting party shall have 30 days after receiving written notice of an Event of Default from the non-defaulting party to cure the default, or such longer period as may be reasonably necessary if such default is not subject to cure within 30 days and continues to diligently pursue such cure (such period of 30 days or longer as may be applicable, the “Cure Period”). If the defaulting entity does not cure the default within the applicable Cure Period, and if the non-defaulting entity has not waived the default in writing, then after expiration of the applicable Cure Period, the non-defaulting entity may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, terminate this Agreement by written notice to the defaulting party or seek any other relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under

this Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another. Further, if, in the Event of Default by Developer that remains uncured past the Cure Period, and City makes a claim on the Performance Bond, then Developer hereby dedicates to the City the real property for the 2-acre Trailhead and the twenty-five (25) foot in width Trail easement that extends for a length of 1,725 feet on the Developer's property as depicted on **Exhibit F**. Any potential claim on the performance bond shall not condition or delay the remainder the Project. Notwithstanding any provision herein to the contrary, if notice of default or there is a dispute as to whether the default has been cured, then the parties shall make a good faith effort to resolve the dispute before the Agreement is declared terminated or in default.

City Code of Ordinances/Enforcement. This Agreement is made subject to the existing provision of the Charter of New Braunfels, its rules and regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States. The parties agree that this Agreement will be performable in New Braunfels, Texas and that if legal action is necessary to enforce this Agreement, exclusive venues shall lie in Comal County, Texas.

All terms of the 2018 Park Land Ordinance remain in effect unless otherwise specified in this Agreement.

Notice. Any notice, communication, request, demand, reply or advice (severally and collectively referred to as "Notice") in this Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise specifically provided herein, be given or served (a) by depositing the same in a receptacle regularly maintained and serviced by the United States Postal Service, postage pre-paid, registered or certified, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or an agent of the party, in person or by commercial courier or (c) by regular mail, facsimile transmission, email or other commercially reasonable means addressed to the party to be notified. Notice sent by registered or certified mail in the manner hereinabove described shall be effective on the date of deposit as evidenced by the mail receipt stamped by the post office. Notice given in any other manner shall be effective only if and when received by the party to be notified. Seller's and Purchaser's respective legal council may give any notice on its client's behalf. For the purposes of Notice, the addresses of the parties shall, until changed as provided below, be as follows:

City: Parks and Recreation Department
Attn: Park Development Manager
City of New Braunfels
110 Golf Course Road
New Braunfels, Texas 78130

City Engineer
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

City Attorney
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Developer: Richard Byrd
AG Sunflower Ridge LLC
5910 N. Central Expy., Ste. 1600
Dallas, TX 75206

City Approval. This Agreement shall be approved by the City Council by formal action and shall be effective upon the signature of all parties hereto. The City shall be the last Party to execute this Agreement.

[Signature pages follow]

DEVELOPER:

AG Sunflower Ridge, LLC,
a Texas limited liability company

By: R. Byrd
Name: Richard Byrd
Title: Managing Member
Date: 4-23-24

CITY:

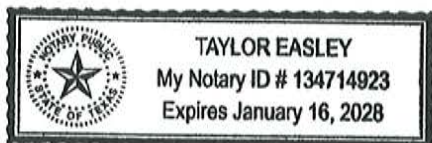
CITY OF NEW BRAUNFELS, TEXAS

By: Robert CombsName: Robert CombsTitle: City ManagerDate: 4/24/24 (Effective Date)

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 23 day of April, 2024, by
RICHARD BYRD, Managing Member of the AG SUNFLOWER RIDGE, LLC.

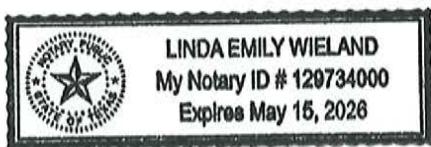


Taylor Easley
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

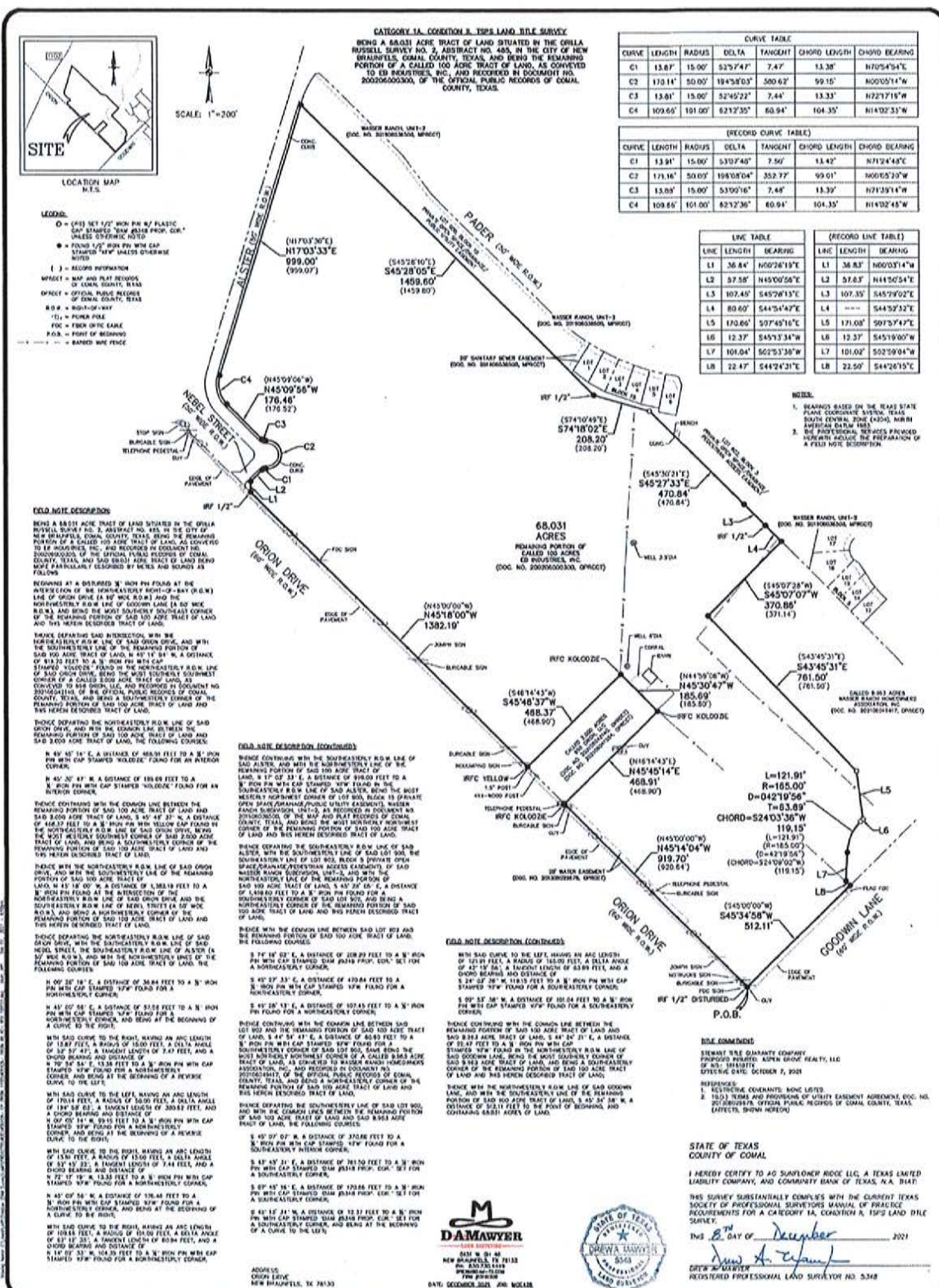
COUNTY OF COMAL

This instrument was acknowledged before me on the 24th day of April, 2024, by
ROBERT CAMARENO, City Manager of the City of New Braunfels, Texas, a home-rule
municipal corporation, on behalf of the City.



Linda Emily Wieland
NOTARY PUBLIC, State of Texas

Exhibit A:
Project Area



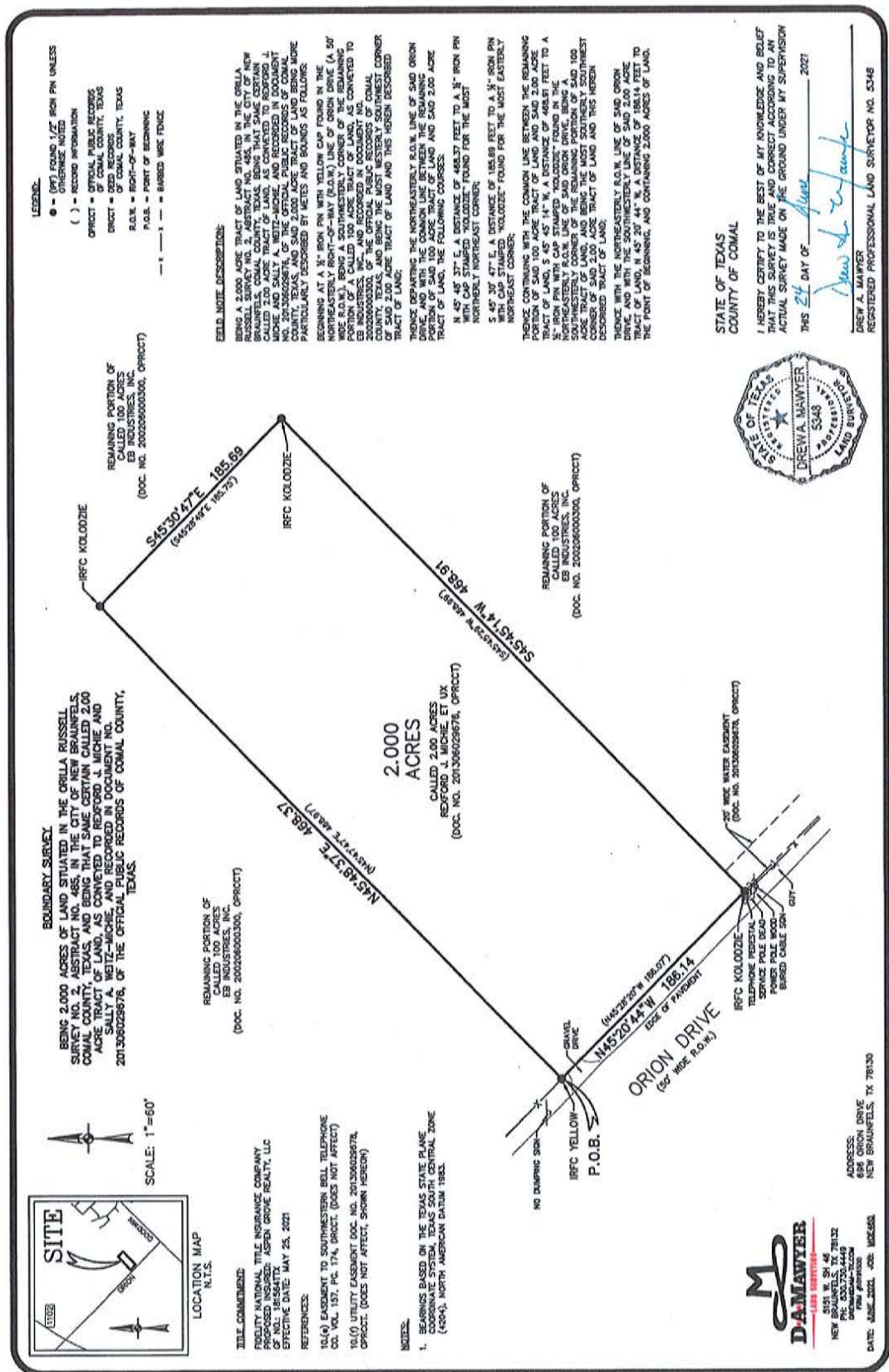
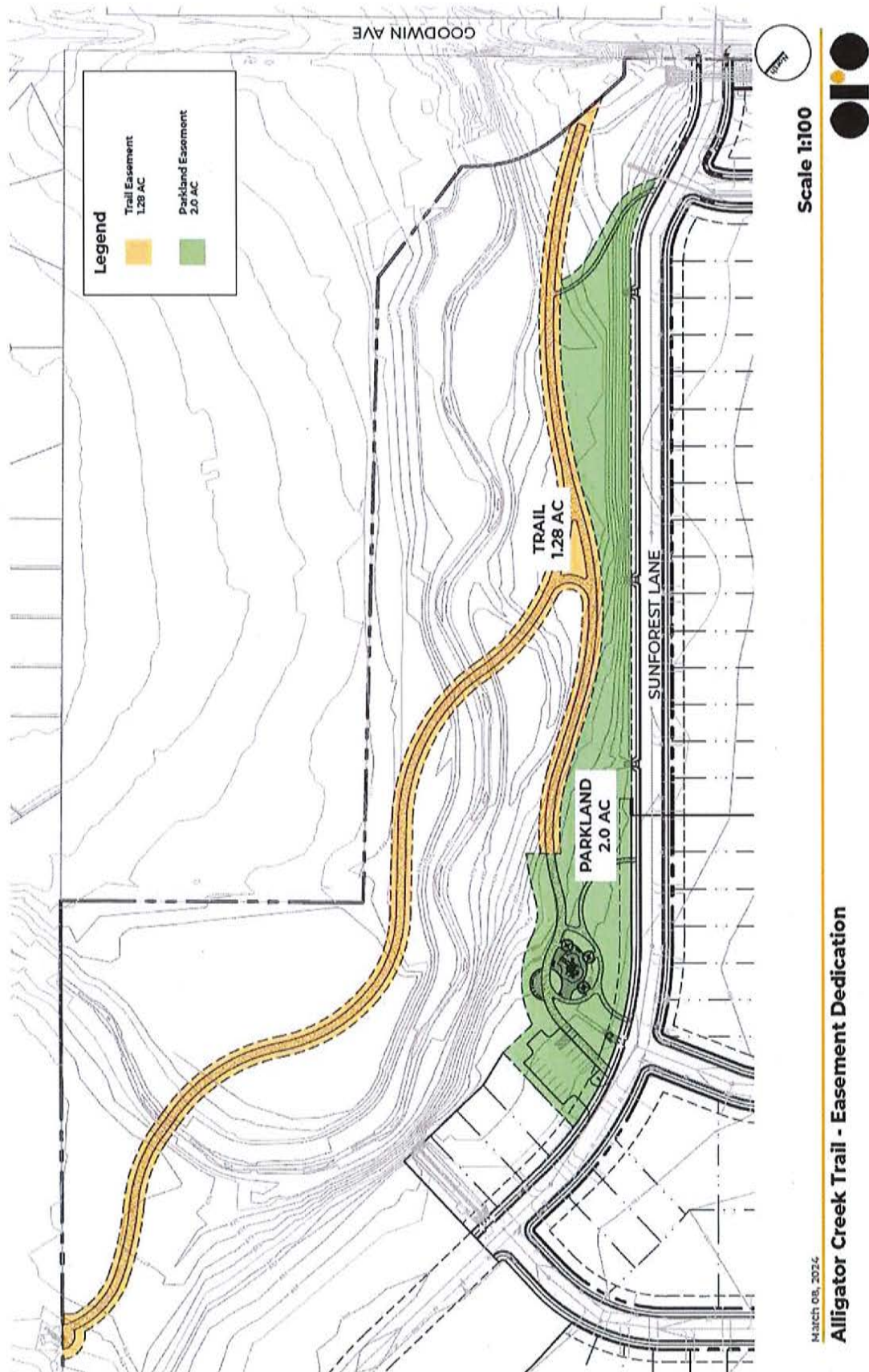
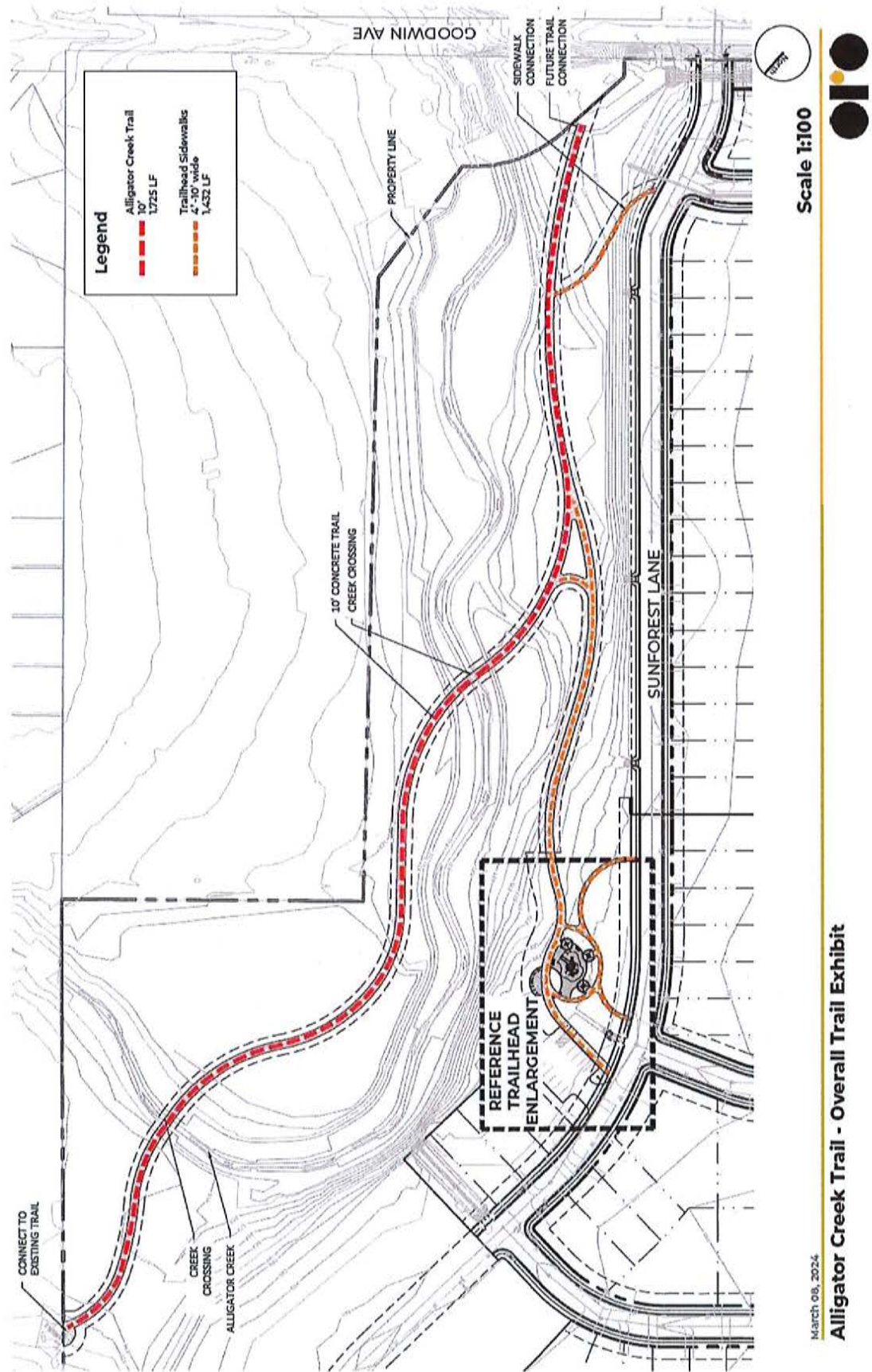
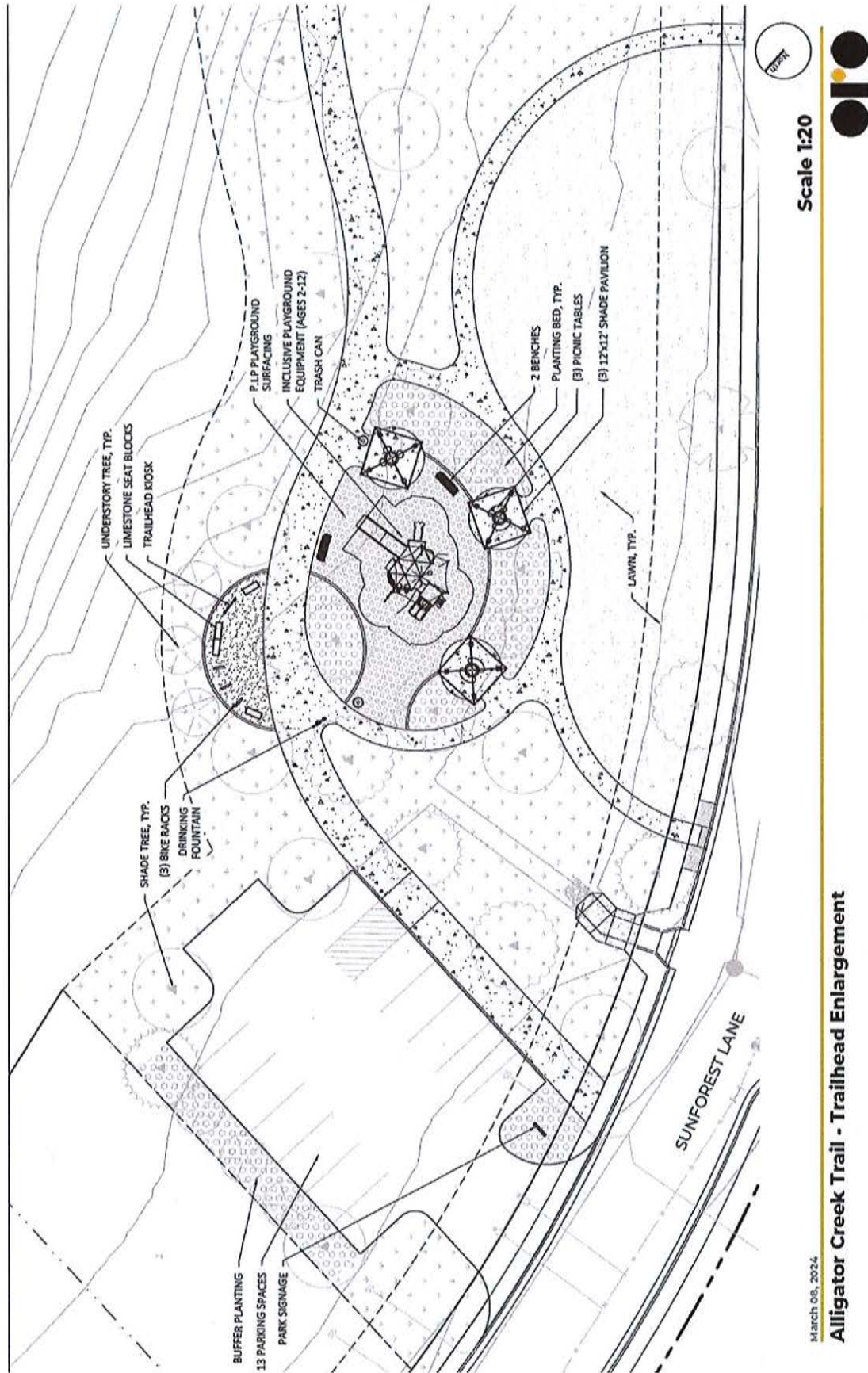


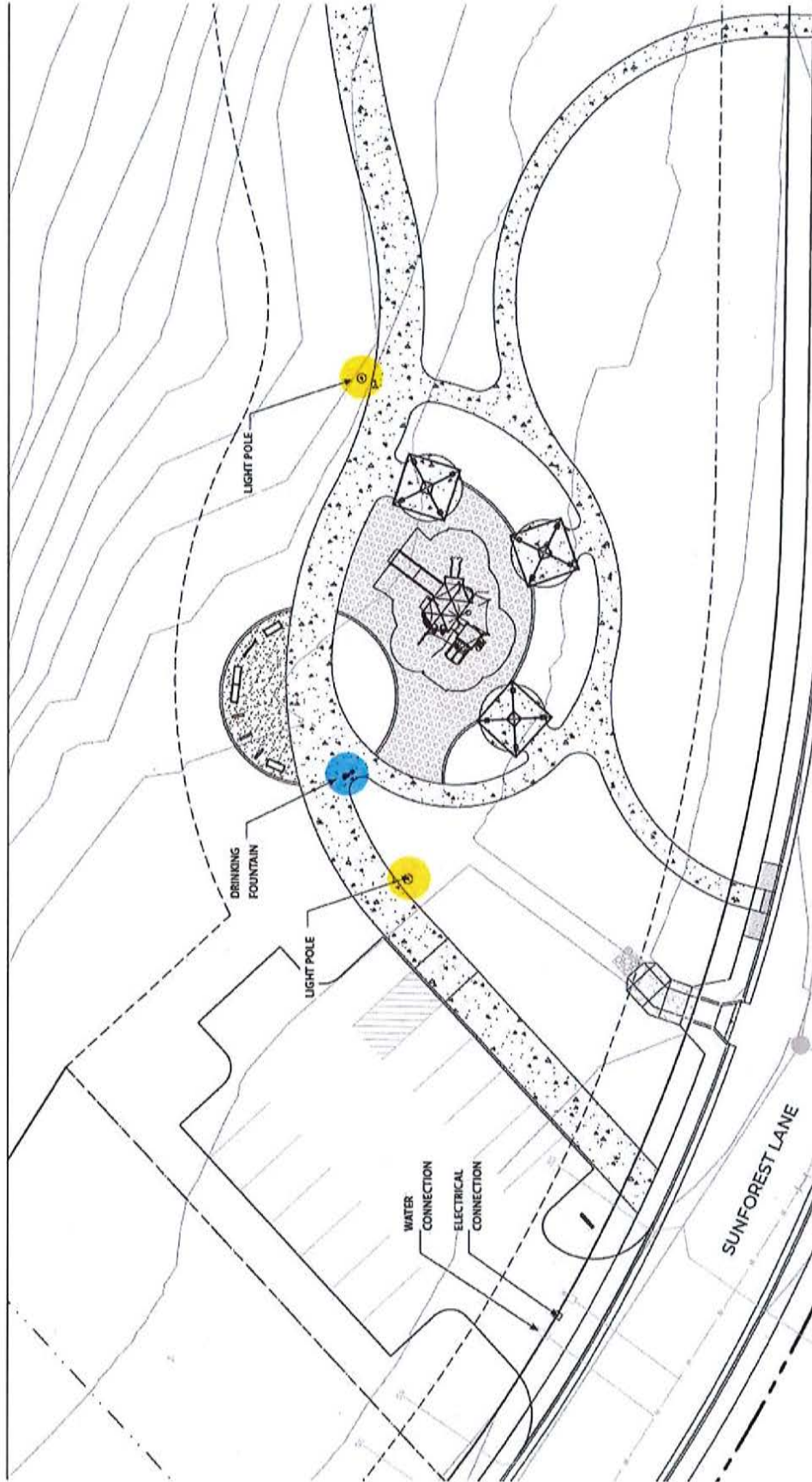
Exhibit B:
Master Plan

Exhibit C:
Trailhead and Trail 60% Design









March 21, 2024

Alligator Creek Trailhead - Utility Connections



Street/Canopy Trees				
	<i>Quercus fusiformis</i>	Live Oak	2" Cal.	Container grown, 12' ht., 4' spread min., 5' clear trunk
	<i>Ulmus crassifolia</i>	Cedar Elm	2" Cal.	Container grown, 12' ht., 4' spread min., 5' clear trunk
	<i>Quercus shumardii</i>	Shumard Oak	2" Cal.	14' ht., 4' spread min., 5' clear trunk
	<i>Quercus polymorpha</i>	Monterrey Oak	2" Cal.	Container grown, 12' ht., 5' spread min., 5' clear trunk
Ornamental Trees				
	<i>Chilopsis linearis</i>	Desert Willow	1.5" Cal.	Container grown, 6' ht., 4' spread min.
	<i>Ilex vomitoria</i>	Yaupon Holly	1.5" Cal.	Container grown, 5' ht., 4' spread min.
Screening / Large Shrubs				
	<i>Leucophyllum frutescens</i>	Texas sage	5 Gal.	
	<i>Muhlenbergia lindheimeri</i>	Big muhly	5 Gal.	
	<i>Muhlenbergia capillaris</i>	Gulf Muhly	5 Gal.	
	<i>Raphalepis indica</i>	Indian Hawthorn	5 Gal.	
	<i>Anisacanthus Wrightii</i>	Flame Acanthus	5 Gal.	
Perennial				
	<i>Nassella tenuissima</i>	Mexican Feather Grass	1 Gal.	
	<i>Lantana x 'New Gold'</i>	New Gold Lantana	1 Gal.	
	<i>Conoclinium greggii</i>	Greggs mistflower	1 Gal.	
	<i>Phlomis fruticosa</i>	Jerusalem Sage	1 Gal.	
	<i>Salvia leucantha</i>	Mexican Bush Sage	1 Gal.	
	<i>Diets bicolor</i>	Bi-Color Iris	1 Gal.	
	<i>Yucca pallida</i>	Paleleaf Yucca	1 Gal.	
Sod and Hydromulch				
	<i>Cynodon dactylon</i> 'Sahara'	Common Bermuda-SEED	Seed, see plans	
	<i>Cynodon dactylon</i> 'Celebration'	Common Bermuda-SOD	Solid Sod, see plans	

March 21, 2024

Alligator Creek Trailhead - Planting List



Alligator Creek Option 2 - 2-12 Unit New Braunfels, TX

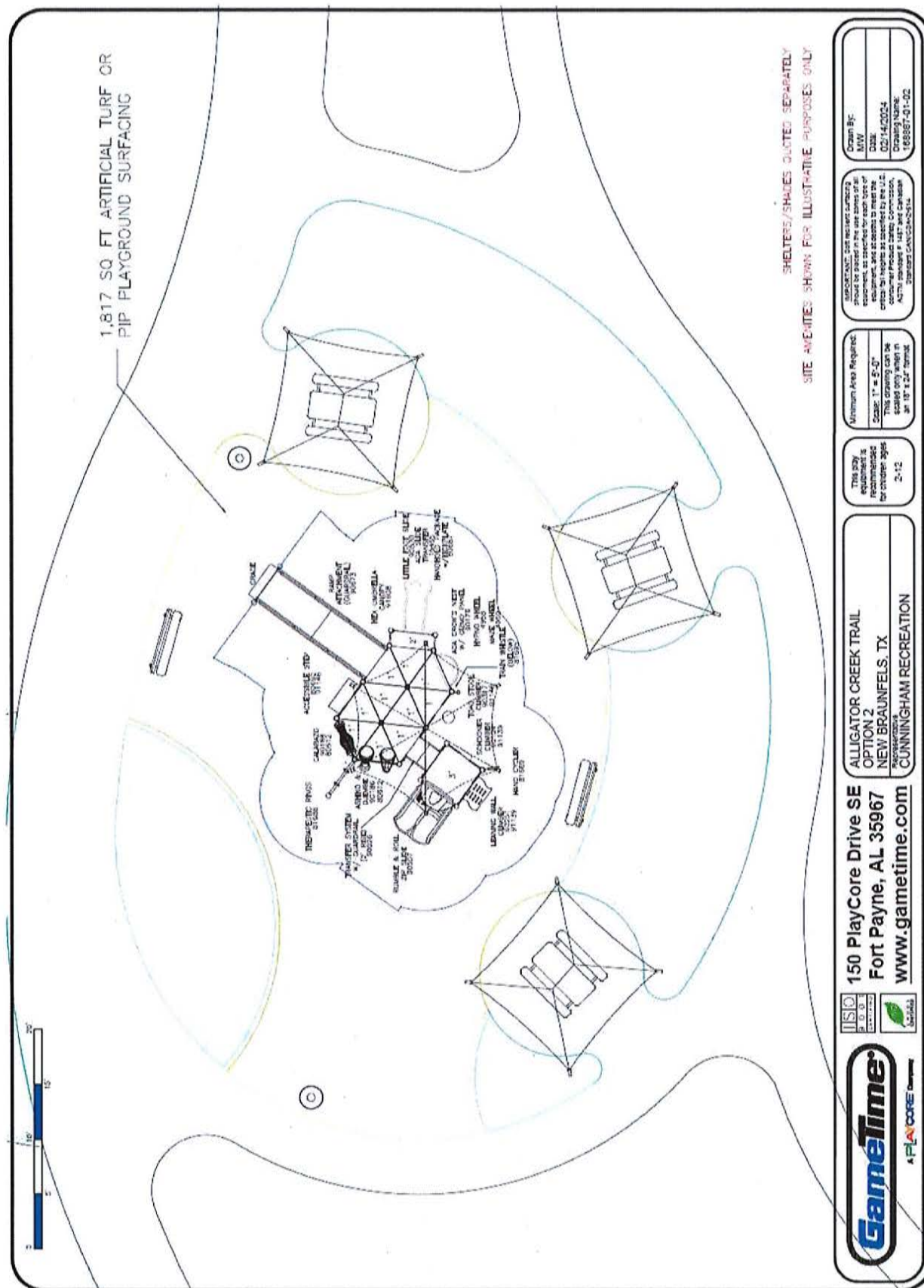
Design • Build • PLAY!

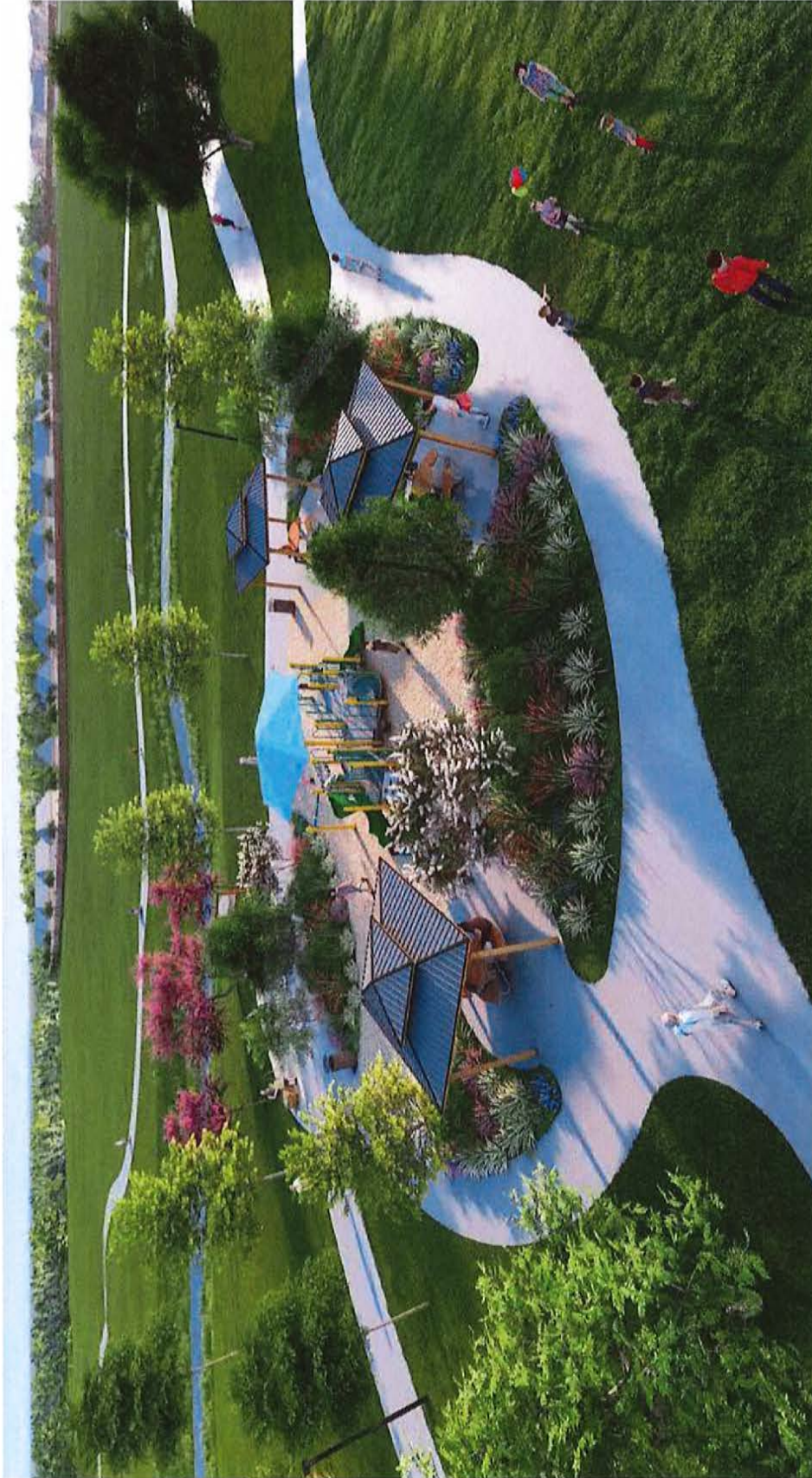


Color Palette - Forester

www.cunninghamrec.com

800.438.2780





March 22, 2024

Alligator Creek - model view 01





March 22, 2024

Alligator Creek - model view 02





March 22, 2024

Alligator Creek - model view 03





March 22, 2024

Alligator Creek - model view 04





March 22, 2024

Alligator Creek - model view 05



Exhibit D:

Opinion of Probable Construction Cost for 60% Design

Opinion of Probable Construction Costs
Sunflower Ridge - Alligator Creek Trailhead
April 15, 2024



TRAIL

ITEM	DESCRIPTION	UNITS	PER	UNIT PRICE	COST
Mobilization	4% of Construction Cost	1	ALLOW	\$10,916.23	\$10,916.23
Standard Concrete - TRAIL - 10 ft Sidewalk	4" Thickness, Medium Broom Finish	1,858	SY	\$77.65	\$145,442.45
Trail Grading		1	ALLOW	\$12,000.00	\$12,000.00
Span Bridge Crossing - 24'	24' x 10' - Weathering Steel, Concrete Deck	1	EA	\$31,500.00	\$31,500.00
Span Bridge Crossing - 22'	22' x 10' - Weathering Steel, Concrete Deck	1	EA	\$29,000.00	\$29,000.00
Span Bridge - Concrete Surfacing	5" Thickness Concrete Deck	51	SY	\$97.32	\$4,963.32
Span Bridge - Installation		2	EA	\$12,000.00	\$24,000.00
Concrete Abutments and Engineering		1	ALLOW	\$26,000.00	\$26,000.00
SWPPP	6% of Construction Cost	1	ALLOW	\$16,374.35	\$16,374.35
TRAIL SUBTOTAL					\$300,196.38

TRAILHEAD

ITEM	DESCRIPTION	UNITS	PER	UNIT PRICE	COST
Mobilization	4% of Construction Cost	1	ALLOW	\$22,116.78	\$22,116.78
Standard Concrete - 10 ft. Sidewalk	4" Thickness, Medium Broom Finish	908	SY	\$77.65	\$70,541.16
Standard Concrete - 5 ft. Sidewalk	4" Thickness, Medium Broom Finish	378	SY	\$77.65	\$29,431.08
Concrete Curb and Gutter		333	LF	\$42.05	\$14,005.98
Asphalt Surfacing	Price includes compact subgrade, flexible base, and hotmix	615	SY	\$50.00	\$30,950.00
Parking Striping Signage and Curb Stops		1	ALLOW	\$5,000.00	\$5,000.00
Picnic Shelters	(qty 3) 12' x 12', includes freight and installation	1	LS	\$73,070.57	\$73,070.57
Decomposed Granite	4" depth over geo fabric	420	SF	\$9.65	\$4,053.00
Flush Concrete Curb	6" wide curb	149	LF	\$30.00	\$4,470.00
Concrete Commercial Driveway		1	EA	\$8,000.00	\$8,000.00
Park Signage		1	ALLOW	\$5,000.00	\$5,000.00
Trailhead Kiosk		1	ALLOW	\$6,500.00	\$6,500.00
Water Fountain		1	ALLOW	\$4,000.00	\$4,000.00
Water Service		1	ALLOW	\$5,000.00	\$5,000.00
Lighting and Electrical Service	assume two pedestrian pole top lights	1	ALLOW	\$30,000.00	\$30,000.00
Picnic Tables		3	EA	\$1,400.00	\$4,200.00
Limestone Blocks	2' x 2' x 4'	4	EA	\$600.00	\$2,400.00
Play Equipment and Surfacing	Includes freight and installation	1	LS	\$131,105.32	\$131,105.32
Bench	6'-0" length, powdercoated	2	EA	\$2,500.00	\$5,000.00
Bike Racks	powdercoated	3	EA	\$800.00	\$2,400.00
Trash Can	Dome-top, Powdercoated	2	EA	\$1,800.00	\$3,600.00
Trailhead Grading		1	ALLOW	\$15,000.00	\$15,000.00
Sidewalk Culvert Drainage		2	EA	\$2,500.00	\$5,000.00
Hydromulch	Bermuda 'Sahara'	71,362	SF	\$0.15	\$10,704.30
Solid Sod	Bermuda 'Celebration'	8,650	SF	\$0.80	\$7,088.00
Planting Beds	Bed Prep, Mulch	2,320	SF	\$15.00	\$34,800.00
Shade Trees	3" caliper B&B Material	22	EA	\$800.00	\$17,600.00
Ornamental Trees	45 gal. B&B Material	6	EA	\$500.00	\$4,000.00
Permanent Irrigation	Drop for Planting Beds, Spray and Rotors for Lawn Area	16,000	SF	\$1.25	\$20,000.00
Water Fountain (NSU Impact Fee)	5/8" Water Irrigation Meter	1	EA	\$19,448.00	\$19,448.00
Irrigation (NSU Impact Fee)	1 1/2" Water Irrigation Meter	1	EA	\$39,495.00	\$39,495.00
SWPPP	6% of Construction Cost	1	ALLOW	\$33,175.16	\$33,175.16
TRAILHEAD SUBTOTAL					\$687,154.35

PROFESSIONAL SERVICES

ITEM	DESCRIPTION	UNITS	PER	UNIT PRICE	COST
Landscape Architect			ALLOW	\$18,800.00	\$18,800.00
Civil Engineer			ALLOW	\$25,000.00	\$25,000.00
Insurance & Bonds	3% of Construction Cost		ALLOW	\$24,774.78	\$24,774.78
Material Testing Services	2.5% of Flatwork, Paving, Curbis		ALLOW	\$10,893.21	\$10,893.21
TRAIL SUBTOTAL					\$79,467.97

SUMMARY

TRAIL SUBTOTAL	\$300,196.38
TRAILHEAD SUBTOTAL	\$687,154.35
PROFESSIONAL SERVICES SUBTOTAL	\$79,467.97
20% CONTINGENCY	\$209,363.74
TOTAL	\$1,256,182.44

Note: All costs shown are an assumption and represent Oro Design Group's opinion of probable cost based on historical data received in the past. Oro Design Group does not guarantee pricing. Pricing shown is an approximation of the project requirements known to Oro Design Group at the time of compilation. The actual costs may change after all of the project elements have been finalized.



04/15/2024

Exhibit E:
Evidence of Performance Bond, Including Increase Rider

Great Midwest Insurance Company

Performance Bond No. GM221225

KNOW ALL MEN BY THESE PRESENTS: That AG SUNFLOWER RIDGE, LLC, a Texas limited liability company, (hereafter called the Principal) and Great Midwest Insurance Company, who is authorized to do business in the State of Texas, (hereinafter called the Surety) are held and firmly bound unto the City of New Braunfels, Texas, a Texas home-rule municipal corporation, (hereinafter called the Obligor), in the full and just sum of One Million Five Thousand Nine Hundred Two and 38/100 Dollars (\$1,005,902.38), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal and Obligor have entered into a written agreement, Sunflower Ridge Subdivision Trailhead and Trail Development Agreement (hereinafter called the "Agreement") dated 25 day of March, 2024 for the design, development, and construction of a concrete 10 foot trail and trail head as further described in the attached Agreement which is hereby referred to and made a part hereof;

WHEREAS, Principal has agreed to have finally constructed and have accepted the trail and trailhead by June 30, 2026;

WHEREAS, the Obligor has agreed to accept a bond guaranteeing the performance of said Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully and timely perform each and every obligation in said Agreement at the time and in the manner specified therein, then this obligation shall be void; otherwise to remain in full force and effect;

No Assignment of this Obligation is permitted without the written approval of Obligor.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this Instrument this 21st day of March, 2024.

AG Sunflower Ridge, LLC

Principal

By: R. Byrd

Richard Byrd - Managing Member
Printed Name and Title

5910 N. Central Expy., Ste. 1600, Dallas, TX 75206
Address, Email and Phone

Great Midwest Insurance Company

Surety

By: Charissa D. Lecuyer

Charissa D. Lecuyer
Name of Attorney-in-Fact

800 Gessner, Ste. 600, Houston, TX 77024 713-973-0226
Address, Email and Phone - Seal below

Attachments: Power of Attorney Appointing Individual Attorney in Fact (Surety Provided)

Page 1 of 2

Acknowledgment by Surety (Notary Public Acknowledgment provided by Surety)

Acknowledgment by Principal (Notary Public Acknowledgment provided by Surety)

Attachment of Sealed Engineering Estimate of construction costs of trail and trailhead project as approved by City. (Original Sealed Estimate of costs provided to City and to Surety)

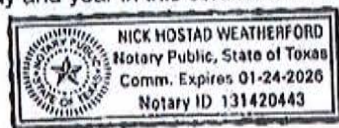
Attachment of Development Agreement.

NOTARIAL ACKNOWLEDGEMENT

State of TexasCounty of Dallas

On this 25th day of March in the year 2024 before me, Nick Weatherford
 Notary Public in and for the County and State, residing therein, duly commissioned and
 sworn, personally appeared Richard Byrd known to me to be the
 duly authorized representative of AG Sunflower Ridge, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
 day and year in this certificate first above written.



Nick Weatherford
 Notary Public

My Commission expires: 01-24-2026

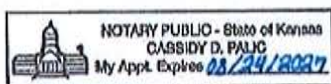
NOTARIAL ACKNOWLEDGEMENT

State of KANSAS

County of JOHNSON

On this 21st day of March in the year 2024 before me, Cassidy D. Palic, Notary Public in and for the County and State, residing therein, duly commissioned and sworn, personally appeared Charissa D. Lecuyer known to me to be the duly authorized representative of Great Midwest Insurance Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Cassidy D. Palic
Cassidy D. Palic, Notary Public

My Commission expires: August 24, 2027

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Monica F. Donatelli, Camille O. Parman, Morgan Wilkerson-Liu, S. Mark Wilkerson, Charissa D. Lecuyer

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereon. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



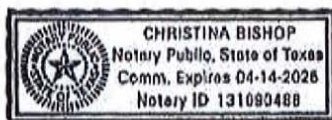
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of March, 20²⁴



BY

Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

INCREASE RIDER

Rider to be attached to and form a part of Bond Number GM221225, dated the 21st day of March 2024, issued by Great Midwest Insurance Company, as Surety, on behalf of AG Sunflower Ridge, LLC, as Principal, in favor of City of New Braunfels, Texas, as Obligee.

It is understood and agreed that the penal sum of the attached bond is hereby increased:

From: One Million Five Thousand Nine Hundred Two and 38/100 (\$1,005,902.38)

To: One Million Two Hundred Fifty Six Thousand One Hundred Eighty Two and 44/100 (\$1,256,182.44)

This change is effective the 15th day of April 2024.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Dated as of this 15th day of April 2024.

AG Sunflower Ridge, LLC

Principal

By: R. Byrd

Name: Richard Byrd

Title: Managing Member

Great Midwest Insurance Company

Surety

By: Charissa D. Lecuyer

Charissa D. Lecuyer, Attorney-in-Fact



Exhibit F:

Legal Property Description of Trailhead and Trail Easement



METES AND BOUNDS DESCRIPTION
FOR A
2.000 ACRES TRACT OF LAND
(PARKLAND AREA)

BEING 2.000 acres of land, situated in the Orilla Russell Survey No. 2, Abstract No. 485, Comal County, Texas, being out of the remaining portion of a called 68.031 acre tract, as conveyed to AG Sunflower Ridge, LLC., and recorded in Document No. 202106063499 and a correction deed in Document No. 202206016444, of the Official Public Records of Comal County, Texas, and said 2.000 acres of land being more particularly described as follows:

BEGINNING at a ½" iron rod with cap stamped "DAM #5348 PROP.COR." found for an Easterly corner of Sunflower Ridge Unit 1A as recorded in the Map and Plat Records of Comal County, Texas, and being in the Northerly Right-Of-Way line of Sunforest Lane, (a 50.0 Foot R.O.W.), and also being in a Southerly line of the remainder of said 68.031 acre tract of land;

Thence with the Northerly Right-of-way line of said Sunforest Lane and said 68.031 acre tract of land, the following calls:

N 45° 14' 04" W, a distance of 159.50 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the right;

With said curve to the right, having a radius of 375.00 feet, and arc length of 236.57 feet, a tangent length of 122.37 feet, and a chord bearing and distance of N 27° 09' 42" W, 232.67 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for the most Westerly corner of this herein described 2.000 acre tract of land;

THENCE departing said Sunflower Ridge Unit 1A, and said Sunforest Lane, and across and through said 68.031 acre tract of land, the following calls:

S 88° 40' 13" E, a distance of 125.91 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for the Northwesterly corner of this herein described 2.000 acre tract of land;

S 01° 19' 47" W, a distance of 50.04 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right having a radius of 117.42 feet, and arc length of 112.28 feet, a tangent length of 60.85 feet, and a chord bearing and distance of S 45° 17' 51" E, 108.05 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 59.21 feet, and arc length of 46.34 feet, a tangent length of 24.43 feet, and a chord bearing and distance of S 40° 19' 30" E, 45.17 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and a reverse curve to the right;

With said reverse curve to the right having a radius of 284.51 feet, and arc length of 55.95 feet, a tangent length of 28.07 feet, and a chord bearing and distance of S 56° 31' 01" E, 55.86 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

S 44° 35' 59" W, a distance of 42.73 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner, and the beginning of a non-tangent curve to the right;

With said curve to the right having a radius of 242.01 feet, and arc length of 96.08 feet, a tangent length of 48.68 feet, and a chord bearing and distance of S 40° 28' 35" E, 95.45 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

S 27° 57' 42" E, a distance of 86.48 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the left;

With said curve to the left having a radius of 407.81 feet, and arc length of 245.41 feet, a tangent length of 126.55 feet, and a chord bearing and distance of S 45° 12' 06" E, 241.73 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 755.89 feet, and arc length of 282.37 feet, a tangent length of 142.85 feet, and a chord bearing and distance of S 51° 47' 48" E, 280.73 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left having a radius of 83.20 feet, and arc length of 50.66 feet, a tangent length of 26.14 feet, and a chord bearing and distance of S 01° 11' 05" W, 49.88 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

S 16° 32' 50" E, a distance of 55.55 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the right;

With said curve to the right having a radius of 82.40 feet, and arc length of 71.30 feet, a tangent length of 38.06 feet, and a chord bearing and distance of S 08° 14' 33" W, 69.10 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for the most Southeasterly corner of this herein described tract of land;

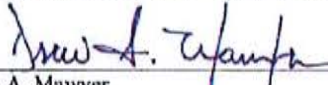
N 17° 04' 41" W, a distance of 32.56 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the left;

With said curve to the left having a radius of 150.00 feet, and arc length of 73.71 feet, a tangent length of 37.62 feet, and a chord bearing and distance of N 31° 09' 23" W, 72.97 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

N 45° 14' 04" W, a distance of 676.17 feet to the POINT OF BEGINNING and containing 2.000 acres of land.

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D. 1983.

Exhibit prepared on this 20th day of February 2024.


Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
INK574 PARKLAND AREA- 2.00 AC





METES AND BOUNDS DESCRIPTION
FOR A
1.286 ACRE TRACT OF LAND
(TRAIL AREA)

BEING a 1.286 acre tract of land, situated in the Orilla Russell Survey No. 2, Abstract No. 485, Comal County, Texas, being out of the remaining portion of a called 68.031 acre tract, as conveyed to AG Sunflower Ridge, LLC., and recorded in Document No. 202106063499 and a correction deed in Document No. 202206016444, of the Official Public Records of Comal County, Texas, said 1.286 acre tract of land being more particularly described as follows:

COMMENCING at a ½" iron rod with cap stamped "KFW SURVEYING," found at the most Northerly corner of the remainder of a 9.963 acre tract of land as described in Document No. 202106049417 of the Official Public Records of Comal County, Texas, and being in the Southwest line of Lot 902, Block 5, of Wasser Ranch Unit 2 as recorded in Document No. 202306002686 of the Map and Plat records of Comal County, Texas, and being a Northeasterly corner of said 68.031 acre tract of land;

THENCE with the common lines of said 68.031 acre tract of land, and said Lot 902, the following calls:

N 44° 54' 48" W, a distance of 80.60 feet to a ½" iron pin with cap stamped "KFW" found for a Southwesterly corner of said Lot 902, same being

N 45° 28' 13" W, a distance of 107.46 feet to a ½" iron pin found for a corner;

N 45° 27' 33" W, a distance of 315.53 feet to a point for a Northerly corner of this herein described 1.286 acre tract of land, and the POINT OF BEGINNING of this herein described tract of land;

THENCE departing said Lot 902, and across and through said remainder of 68.031 acre tract of land, the following calls:

S 44° 06' 10" W a distance of 14.50 feet to a point for a corner, and the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, having a radius of 91.11 feet, and arc length of 68.90 feet, a tangent length of 36.19 feet, and a chord bearing and distance of S 05° 05' 43" E, 67.27 feet to a point for the beginning of a compound curve to the left;

With said compound curve to the left, having a radius of 370.61 feet, and arc length of 83.76 feet, a tangent length of 42.06 feet, and a chord bearing and distance of S 33° 14' 01" E, 83.59 feet to a point for the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 194.55 feet, and arc length of 95.55 feet, a tangent length of 48.76 feet, and a chord bearing and distance of S 25° 50' 37" E, 94.59 feet to a point;

S 09° 22' 39" E, a distance of 31.51 feet to a point for the beginning of a curve to the right;

With said curve to the right having a radius of 228.06 feet, an arc length of 170.70 feet, a tangent length of 89.57 feet, and a chord bearing and distance of S 12° 03' 54" W, 166.74 feet to a point and the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 181.85 feet, and arc length of 120.06 feet, a tangent length of 62.31 feet, and a chord bearing and distance of S 14° 35' 39" W, 117.89 feet to a point for a compound curve to the left;

With said compound curve to the left having a radius of 142.57 feet, and arc length of 98.89 feet, a tangent length of 51.53 feet, and a chord bearing and distance of S 24° 03' 12" E, 96.92 feet to a point;

S 43° 52' 53" E, a distance of 119.52 feet to a point for a curve to the right;

With said curve to the right having a radius of 252.21 feet, and arc length of 195.66 feet, a tangent length of 103.05 feet, and a chord bearing and distance of S 19° 11' 37" E, 190.79 feet to a point;

S 06° 57' 50" W, a distance of 20.84 feet to a point and a curve to the left;

With said curve to the left having a radius of 238.93 feet, and arc length of 280.40 feet, a tangent length of 158.87 feet, and a chord bearing and distance of S 22° 55' 39" E, 264.58 feet to a point for a reverse curve to the right;

With said reverse curve to the right having a radius of 780.85 feet, and arc length of 417.93 feet, a tangent length of 214.10 feet, and a chord bearing and distance of S 42° 20' 54" E, 412.96 feet to a point in the Westerly line of said remainder of 9.963 acre tract of land;

THENCE with said 9.963 acre tract of land, S 02° 53' 38" W, a distance of 52.93 feet to a point for the Southeasterly corner of this herein described 1.286 acre tract of land;

THENCE departing said 9.963 acre tract of land and across and through said 68.031 acre tract of land the following calls:

With a non-tangent curve to the left and having a radius of 755.89 feet, and arc length of 513.37 feet, a tangent length of 267.03 feet, and a chord bearing and distance of N 42° 59' 34" W, 503.56 feet to a point for and the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 407.81 feet, and arc length of 246.11 feet, a tangent length of 126.93 feet, and a chord bearing and distance of N 45° 14' 18" W, 242.40 feet to a point for a corner;

N 27° 57' 43" W, a distance of 86.40 feet to appoint for the beginning of a curve to the left;

With said curve to the left having a radius of 242.00 feet, and arc length of 96.08 feet, a tangent length of 48.68 feet, and a chord bearing and distance of N 40° 28' 36" W, 95.45 feet to a point for a Southwesterly corner of the herein described tract of land;

N 44° 35' 59" E, a distance of 25.14 feet to a point for the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right having a radius of 267.00 feet, and arc length of 103.44 feet, a tangent length of 52.37 feet, and a chord bearing and distance of S 40° 08' 46" E, 102.79 feet to a point for a corner;

S 27° 57' 43" E, a distance of 86.73 feet to a point for a corner and the beginning of a curve to the left;

With said curve to the left having a radius of 382.81 feet, and arc length of 123.45 feet, a tangent length of 62.27 feet, and a chord bearing and distance of S 37° 12' 01" E, 122.92 feet to a point and the beginning of a compound curve to the left;

With said compound curve to the left having a radius of 16.15 feet, and arc length of 42.88 feet, a tangent length of 65.12 feet, and a chord bearing and distance of N 56° 59' 10" E, 31.34 feet to a point of reverse curvature;

With said reverse curve to the right having a radius of 263.92 feet, and arc length of 137.70 feet, a tangent length of 70.46 feet, and a chord bearing and distance of N 04° 26' 07" W, 136.15 feet to a point for a corner;

N 06° 57' 50" E, a distance of 19.16 feet to a point and the beginning of a curve to the left;

With said curve to the left having a radius of 227.21 feet, and arc length of 174.91 feet, a tangent length of 92.05 feet, and chord bearing and distance of N 19° 13' 59" W, 170.62 feet to a point for a corner;

N 43° 52' 53" W, a distance of 118.95 feet to a point and the beginning of a curve to the right;

With said curve to the right having a radius of 167.57 feet, and arc length of 116.20 feet, a tangent length of 60.55 feet, and a chord bearing and distance of N 24° 03' 31" W, 113.89 feet to a point and the beginning of a compound curve to the right;

With said compound curve to the right having a radius of 206.85 feet, and arc length of 136.53 feet, a tangent length of 70.86 feet, and a chord bearing and distance of N 14° 35' 54" E, 134.07 feet to a point and the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 203.06 feet, and arc length of 151.98 feet, a tangent length of 79.75 feet, and a chord bearing and distance of N 12° 03' 54" E, 148.46 feet to a point;

N 09° 22' 39" W, a distance of 30.97 feet to a point and the beginning of a curve to the left;

With said curve to the left having a radius of 169.55 feet, and arc length of 82.81 feet, a tangent length of 42.25 feet, and a chord bearing and distance of N 25° 56' 10" W, 81.99 feet to a point and the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 395.61 feet, and arc length of 89.46 feet, a tangent length of 44.92 feet, and a chord bearing and distance of N 33° 14' 13" W, 89.27 feet to a point for a corner and a compound curve to the right;

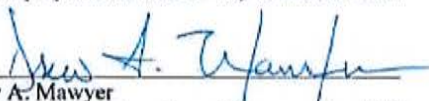
With said compound curve to the right having a radius of 116.11 feet, and arc length of 87.21 feet, a tangent length of 45.78 feet, and a chord bearing and distance of N 05° 14' 30" W, 85.18 feet to appoint for a corner, and the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right having a radius of 28.92 feet, and arc length of 48.39 feet, a tangent length of 32.05 feet, and a chord bearing and distance of N 06° 55' 54" W, 42.94 feet to a point in the Southwesterly line of said Lot 902;

THENCE with the Southwesterly line of Lot 902, the Northerly line of said 68.031 acre tract of land, S 45° 27' 33" E, a distance of 55.28 feet to the POINT OF BEGINNING, and containing this herein described 1.286 acre tract of land

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D. 1983.

Exhibit prepared on this 29th day of March 2024.


 Drew A. Mawyer
 Registered Professional Land Surveyor No. 5348
 TBPLS Firm Registration #10191500
 5151 W. SH 46, NEW BRAUNFELS, TX 78132
 INK574- SUNFLOWER RIDGE-TRAIL 1.28AC



**SUNFLOWER RIDGE SUBDIVISION TRAILHEAD AND TRAIL DEVELOPMENT
AMENDMENT**

This is an Amendment to the TRAILHEAD AND TRAIL DEVELOPMENT AGREEMENT (“Agreement”) between the **City of New Braunfels, Texas**, a political subdivision of the State of Texas ("the City") acting by and through its City Manager, and **AG Sunflower Ridge LLC**, a Texas limited liability company (" the Developer"), acting by and through its duly authorized representative.

WHEREAS, the City and the Developer, entered into a Trailhead and Trail Development Agreement, executed April 24, 2024, where Developer agreed to design and construct a public trailhead park (“Trailhead”) that is a minimum of 2 acres; and

WHEREAS, the term of the Agreement was for final completion of construction of Trailhead and Trail, including punch list items to occur no later than June 30, 2026; and

WHEREAS, as a result of weather delays and supply issues, the City Manager is recommending to the City Council to extend the Agreement for final completion of construction of Trailhead and Trail, including punch list items to occur no later than September 30, 2026;

NOW, THEREFORE, for and in consideration of mutual covenants and agreements contained herein, the parties hereby agree as follows:

SECTION ONE. AMENDMENT: Trailhead and Trail Development Agreement is hereby amended and shall read as follows:

Development and Dedication Schedule: Following execution of this Agreement, the design, construction, and dedication of the Trailhead and Trail shall be as follows:

Action	Deadline
Final completion of construction of Trailhead and Trail, including all punch list items.	No later than June 30, 2026 No later than September 30, 2026

SECTION TWO This Amendment is the only change to the original Trailhead and Trail Development Agreement and all other provisions of the original Agreement and Exhibits not in conflict with this Amendment shall remain in full force.

SECTION THREE. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

SECTION FOUR. Effective Date. The effective date of this Amendment is the last signature date below (the “Effective Date”).

CITY OF NEW BRAUNFELS, TEXAS

By: _____

Name: Robert Camareno

Title: City Manager

Date: _____

AG SUNFLOWER RIDGE LLC

By: _____

Name: Richard Byrd

Title: Managing Member

Date: _____

7/27/2026

Agenda Item No. E)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of an expenditure in the amount of \$223,160.00 for the purchase of a modular building for the Parks Operations Division from Mobile Modular Management Corporation and authorization for the City Manager to execute all necessary documents.

DEPARTMENT: Parks Department**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

Currently, the Parks Operations division does not have a climate-controlled space for the Park Maintenance and the Golf Maintenance team to get out of the heat to cool down in the summer months. Park Maintenance and Golf Maintenance currently work out of a lean-to-structure built onto the original stone and metal shop in Landa Park. This structure requires substantial repairs, including a roof replacement due to constant leaks, flooring, insulation, appropriate men's and women's restrooms, and HVAC. Funding was allocated in the FY 2026 budget to demolish the existing lean-to structure and replace it with a modular building with adequate office space, breakroom and restroom facilities. The existing stone structure will remain.

Public Works has collaborated with parks on the necessary spaces to be included in a modular building and received a proposal from Mobile Modular Management Corporation for a 24'x74' modular building which includes two private offices, an open work area, breakroom and two restrooms with showers under BuyBoard Cooperative Contract #732-24 pursuant to Texas Government Code Chapter 791. The total expenditure includes the building, delivery, installation, decks, steps, ramps, and skirting. The remaining budget allocated in this fiscal year will be utilized to demolish the existing structure.

ISSUE:

As described above, the FY 2026 Adopted Budget included funding to improve office, breakroom and restroom facilities for the Park Operations and Golf Maintenance team members.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

Sufficient funds were allocated in the FY 2026 budget to support this initiative and expenditure.

RECOMMENDATION:

Staff recommends approval of this expenditure.



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-613820
Date of Quote	05/27/2026
Quote Expiration Date:	06/26/2026
Estimate Del Date	07/28/2026
Buyer PO#:	

Buyer Name and Billing Address	Site Information	Seller Name
City of New Braunfels ("Buyer") 180 Landa Park Drive New Braunfels, TX 78130 Matthew Eckmann Phone #: 1 (830) 221-4089	Matthew Eckmann 180 Landa Park Drive New Braunfels, TX 78130 Cell: 1 (830) 221-4089	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Ashley Puerto ashley.puerto@mobilemodular.com Direct Phone: 1 (713) 378-8516

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Custom 2 Floor Building (Prepayment Required for Delivery)	1		\$183,672.00	N

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Custom 2 Floor Building (Prepayment Required for Delivery)				
Delivery	2	\$5,000.00	\$10,000.00	N
Block and Level Custom Building	1	\$8,000.00	\$8,000.00	N
Service, Ramp Delivery (Wood-10x5Deck/5x30Ramp & 5x5Deck/Steps)	1	\$16,000.00	\$16,000.00	N
Service, Other (Blvl/Delivery) (Wood Skirting- 196LF)	1	\$5,488.00	\$5,488.00	N

Total Estimated Charges				
			Subtotal	\$223,160.00
			Taxes	\$0.00
			Total Charges (including tax)	\$223,160.00

Special Notes

BUYBOARD: Please include the following verbiage on your Purchase Order: "The terms of the PO are governed by BuyBoard contract number 732-24".

ABS Pads in Lieu of Poured Footers: Modular building to be installed on ABS pads instead of poured footers.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantling of the modular building(s).

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Keyed Alike Door Hardware: All door and cabinet hardware comes standard with an independent/different key for each lockset. Hardware/locksets with a master Key, Keyed alike, construction core, primus core, etc. is not included.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Skirting Finish Floor Height: Skirting prices are based on 32" Finished Floor Height.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-613820
Date of Quote	05/27/2026
Quote Expiration Date:	06/26/2026
Estimate Del Date	07/28/2026
Buyer PO#:	

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are provided by and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Delivery Date: Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer's credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer's signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.
- A down payment may be required at the time of Buyer's execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified wages or benefits.



a Division of McGrath RentCorp
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5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-613820
Date of Quote	05/27/2026
Quote Expiration Date:	06/26/2026
Estimate Del Date	07/28/2026
Buyer PO#:	

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at <https://www.mobilemodular.com/contractterms> as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
Mobile Modular Management Corporation
a Division of McGrath RentCorp

BUYER:
City of New Braunfels

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SALE TERMS AND CONDITIONS

1. **SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "**Equipment**" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "**Accessories**" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "**Services**"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.
2. **PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.
 - (a) **NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**
 - Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.
 - Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
 - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).
 - (b) **USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**
 - Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.
 - Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
 - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).
3. **SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.
4. **SCHEDULE; BUYER DELAYS.**
 - (a) Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.
 - (b) If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise



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Buyer PO#:	

prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION.** It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.
6. **EQUIPMENT INSPECTION; ACCEPTANCE.** Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
7. **RISK OF LOSS.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.
8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Seller as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Seller. Buyer shall provide to Seller insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.



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9. **INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT.** If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.

10. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

11. **WARRANTIES.**

(a) **USED EQUIPMENT.** Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS."** SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION.

(b) **NEW EQUIPMENT.** Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**



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(c) **SERVICES.** Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES.** Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER.** Each of the following shall constitute an "Event of Default": (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

Sale Terms and Conditions, Rev01/14/25

7/27/2026

Agenda Item No. F)

PRESENTER:

Becky Wiatrek, Assistant Director of Finance

SUBJECT:

Approval of a budget amendment for the FY 2026 Special Revenue Fund.

DEPARTMENT: Fire Operations**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

A budget amendment is required to establish budget authority within the Special Revenue Fund for the Public Safety Simulcast Site Project.

On January 12, 2026, City Council approved an Interlocal Agreement (ILA) with Emergency Services District No. 7 (ESD 7) for the Public Safety Simulcast Site Project. Under the terms of the agreement, the City will administer project expenditures and be fully reimbursed by ESD 7 for all eligible costs incurred. For reference, the agenda item from this initiative, along with the proposal and ILA with ESD7 are included in the packet.

The project budget is estimated at \$2.5 million and includes costs associated with the planning, procurement, construction, and implementation of the simulcast site infrastructure. Because these expenditures and corresponding reimbursements were not included in the adopted FY 2026 budget, a budget amendment is necessary to recognize both the anticipated project revenue and related operating expenditures.

A breakdown of the requested budget amendment is provided below:

Increase Revenue: \$2,500,000

This amount represents reimbursement revenue from ESD 7 for all project-related expenditures incurred by the City in accordance with the approved ILA.

Increase Operating Expenses: \$2,500,000

This amount establishes spending authority for costs associated with the Public Safety Simulcast Site Project.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

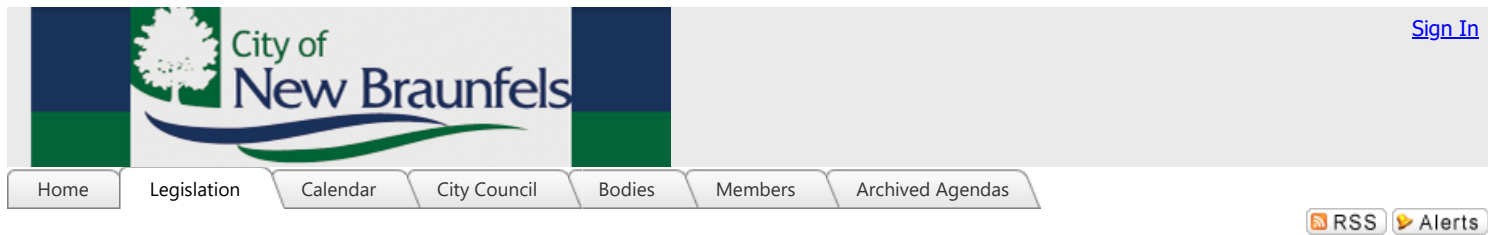
☐ Economic Mobility ☐ Enhanced Connectivity ☐ Community Identity
☒ Organizational Excellence ☐ Community Well-Being ☐ N/A

FISCAL IMPACT:

The requested budget amendment will increase FY 2026 revenue and operating expenditures within the Special Revenue Fund by \$2,500,000. There is no net financial impact to the City, as all project-related costs are reimbursable by ESD 7 pursuant to the Interlocal Agreement approved by City Council on January 12, 2026.

RECOMMENDATION:

Staff recommends the approval of this budget amendment.



Details Reports

File #: 25-1534 **Name:**
Type: Resolution **Status:** Passed
File created: 12/9/2025 **In control:** [City Council](#)
On agenda: 1/12/2026 **Final action:** 1/12/2026
Title: Approval of Interlocal Agreement between Comal County Emergency Services District 7 (ESD 7) and the City of New Braunfels for the funding of LCRA Radio Communications Project.
Attachments: 1. [ILA City and ESD 7 LCRA Tower 2025](#)

History (1) Text

PRESENTER:

Ruy Lozano, Fire Chief

SUBJECT:

Approval of Interlocal Agreement between Comal County Emergency Services District 7 (ESD 7) and the City of New Braunfels for the funding of LCRA Radio Communications Project.

DEPARTMENT: Fire

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

The New Braunfels Fire Department (NBFD) provides fire protection and emergency medical services to Emergency Services District No. 7 (ESD7). NBFD currently utilizes a Lower Colorado River Authority (LCRA) radio system supported by a single primary communication tower. Following a recent analysis, opportunities were identified to improve radio communications coverage in various portions of the ESD.

In response, NBFD, ESD7, and LCRA collaboratively developed a plan to enhance system coverage and upgrade tower equipment where needed. The total cost of the proposed improvements is approximately \$2.5 million and is expected to be fully funded by ESD7. The attached interlocal agreement outlines the respective responsibilities of the City and the District related to project management, coordination, and oversight with LCRA.

ISSUE:

To improve radio communications throughout the City of New Braunfels and ESD 7

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The project is being funded by the ESD 7, therefore there is no fiscal impact to the City.

RECOMMENDATION:

Staff recommends approval.

Binding Construction / Installation Proposal**LCRA and the City of New Braunfels, Texas**

This Binding Construction / Installation Proposal (this “Proposal”) is issued under and subject to that certain Interlocal Cooperation Act Agreement for Mobile Radio Services and Equipment dated June 13, 2023 between the Parties listed above (the “Interlocal Agreement”). This Proposal is further subject to the Terms and Conditions attached hereto.

In the event of any conflict or inconsistency between the terms and provisions of this Proposal and the terms and provisions of the Interlocal Agreement, with respect to the Project identified below only, the terms and provisions of this Proposal shall control.

CUSTOMER: City of New Braunfels
550 Landa Street
New Braunfels, TX 78130
Attn: Asst. Chief Matt Bushnell

PROJECT: New Braunfels Public Safety Radio Simulcast Site Project**DATE SUBMITTED: January 15, 2026****PROPOSAL EXPIRATION DATE: February 16, 2026****SERVICES: LCRA will provide the materials and labor necessary to complete the following scope of work:****SCOPE OF WORK:**

- Add a 2-site, 10 channel simulcast radio site cluster in New Braunfels, Texas, which includes the following:
 - Upgrade New Braunfels Kerlick radio site, located at 608 Kerlick Ln, New Braunfels, Texas (the “Kerlick Radio Site”), to a 10-channel simulcast site;
 - Add a licensed microwave path from Kerlick Radio Site to the New Braunfels Utilities’ (NBU) Conrads Lane water tower, located at 797 Conrads Ln New Braunfels, Texas (the “Conrads Lane Water Tower”).
 - Add a 10-channel simulcast site at the Conrads Lane Water Tower;
 - Add a licensed microwave path from the Conrads Lane Water Tower to the Zorn Radio Site located at 14906 N. State Hwy 123 San Marcos, Texas (the “Zorn Radio Site”).
 - Please note - Fiber has been requested from NBU for a path from the Conrads Lane Water Tower to LCRA’s Henne substation, located at 7335 N. IH 35 New Braunfels, Texas (the “Henne Substation”), which could potentially eliminate the need for the licensed microwave path from the Conrads Lane Water Tower to Zorn Radio Site as described above.
 - Add Antenna System, Uninterruptible Power Supply, Generator, Shelter, and Equipment Racks at the Conrads Lane Water Tower.
- All Frequency Coordination with the Federal Communications Commission related to this Project;
- Local Jurisdiction Permitting, as applicable;
- Cultural Analysis, as applicable;
- Structural Analyses at the Zorn Radio Site, Conrads Lane Water Tower, and Kerlick Radio Site, as applicable;
- Prepare a Remediation Estimate (tower remediation, if needed, is not included within the Scope of Work of this Project);
- Attachment of Antenna System to Conrads Lane Water Tower;
- Microwave Equipment;
- Labor, Project Management;
- Power at the Conrads Lane Water Tower site and monthly electric utilities; and
- Monitoring, support, and maintenance of the 10-channel simulcast sites and microwave path(s).

Potential recurring costs from NBU not included within the Scope of Work of this Project:

- Tower or Ground Space Lease(s) at the Conrads Lane Water Tower;
- Tower Lease at NBU’s Kerlick Radio Site; and
- Fiber from Conrads Lane Water Tower to Henne Substation.

SCHEDULE:

Begins: The work can begin any time after this Proposal is signed.

Completion: This Proposal will end when all services contemplated hereunder have been successfully completed, or this Proposal has been terminated.

PRICE:

Total Cost: \$2,487,860.00

Terms: 30% within ten (10) business days of signature; monthly progress billing for the next 60%; 10% 30 days after completion.

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this Proposal.

City of New Braunfels

Lower Colorado River Authority

By:

By:

Title:

Title:

Date:

Date:

BINDING CONSTRUCTION / INSTALLATION PROPOSAL **TERMS AND CONDITIONS**

This Proposal is subject to the following terms and conditions:

1. **Agreement.** This Proposal, including these terms and condition, and any other documents attached hereto (collectively, this "Proposal"), contains the entire agreement and understanding between LCRA and Customer with respect to the subject matter of this Proposal and supersedes any and all prior or contemporaneous oral and written agreements and understandings regarding the defined scope of services. Additional terms and conditions on Customer's forms (including those accompanying any purchase order, invoice or payment) are a material alteration of this Proposal and are rejected and null and void unless expressly agreed to by LCRA in writing. In the case of any conflicts between the terms of this Proposal and the terms of any applicable Customer form, the terms of this Proposal will control.
2. **Services.** LCRA will perform services for the Customer as detailed in the Scope of Services section of the Project Proposal ("Services"). Customer will review and respond as appropriate to all reports, studies, recommendations, requests and other submissions of LCRA so as not to delay the performance of the Services.
3. **Notices.** Correspondence, notices and invoices will be in writing and mailed or delivered to the other party as identified in the Customer and LCRA Contact sections of the Project Proposal, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices will be effective upon receipt.
4. **Changes Orders.** Changes in the scope of the Services may only be made by written agreement of the Customer and LCRA. Verbal changes will not be given or accepted, except in cases of emergencies which pose a risk of personal injury or property damage, and such changes will be followed up with a written confirmation as soon as practicable.
5. **Term; Termination.** This Proposal will commence on the date of the last signature by the parties ("Effective Date") and will govern LCRA's performance of the Services. Either party may terminate this Proposal for its convenience at any time by providing written notice to the other party. In the event of such termination, Customer will pay LCRA for all Services performed up to the date of termination, plus (in the case of termination by Customer) any cancellation charges or other termination expenses as may be reasonably identified by LCRA.
6. **Costs; Invoicing.** As compensation for the Services, Customer will pay LCRA in accordance with one of the following, as identified in the Price section of the Project Proposal: (a) All (i) direct costs incurred by LCRA in performing the Services, including, (1) costs for materials and supplies, (2) labor costs, including salary and benefits, paid to LCRA employees, (3) travel, meal and lodging expenses reimbursed or paid on behalf of LCRA employees within established LCRA expense guidelines, and (4) any third party costs, plus (ii) indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions; or (b) A fixed price. Any changes to the scope of the Services may require an increase in the fixed price. Such change to the scope and the correlating fixed price will be agreed to in writing by

the parties. LCRA may invoice Customer for progress payments for the Services completed to date during the term of this Proposal. All payments by Customer under this Proposal will be due and payable within 30 days after receipt of invoice. If payment is not timely made, interest will accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.

7. **Warranty; Disclaimer.**

(a) During the term of this Proposal, and for a period of 30 days after completion of the Services, LCRA will correct or reperform any Services not conforming to the requirements of this Proposal. Upon completion of the Services, LCRA will assign to Customer all contractor, manufacturer and supplier warranties related to the Services, to the extent LCRA has the right to do so. After such assignment, LCRA will have no continuing obligations to Customer with respect to the good or service to which the warranty applies, and Customer will look solely to the applicable contractor, manufacturer or supplier for relief regarding any claims or remedies, whether based on a warranty or otherwise.

(b) Any law, code or standard referenced in this Proposal will refer to the version of such law, code or standard in effect as of the Effective Date.

(c) **THE WARRANTIES CONTAINED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE, AND LCRA'S OBLIGATION UNDER SECTION 7(A) IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR LIABILITY OF LCRA ARISING UNDER THIS PROPOSAL.**

8. **Environmental Conditions.** Prior to LCRA starting any Services on-site, Customer will provide documentation that identifies the presence and condition of any hazardous materials or environmental conditions existing in or about Customer's equipment or the site that LCRA may encounter while performing the Services, and will keep LCRA informed of changes in any such conditions. If LCRA encounters hazardous materials in Customer's equipment or on-site, LCRA is not obligated to perform any Services affected by the hazardous conditions. Customer will indemnify and hold LCRA, its affiliates and their respective directors and employees, harmless for any and all claims, damages, losses, and expenses arising out of or relating to any hazardous materials which are or were (i) present in or about Customer's equipment or the site prior to the commencement of LCRA's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on-site by parties other than LCRA.

9. **Schedule.** Unless otherwise expressly stated in the Proposal documents, time is *not* of the essence and LCRA will not be liable to Customer for any damages arising out of LCRA's delay in providing the Services, including any failure to meet schedules contained in this Proposal.

10. **Force Majeure.** Neither party will be responsible or liable for any delay or failure in its performance under this Proposal

to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; labor disruption at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak.

11. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS PROPOSAL AND THE SERVICES WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS PROPOSAL, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT WILL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS PROPOSAL, AND CUSTOMER'S SOLE RECOURSE UNDER THIS PROPOSAL WILL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN PROPOSAL, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS PROPOSAL WILL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.

12. Amendment. This Proposal may only be amended or modified through written agreement of the parties signed by an authorized representative of LCRA and by an authorized representative of the Customer.

13. Assignment. This Proposal will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign this Proposal, in whole or part, without the prior written consent of the other party.

14. Non-Waiver. No failure or delay on the part of a party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy.

15. Partial Invalidity. If any section or part of this Proposal is declared invalid by any court of competent jurisdiction, the court's decree will not affect the remainder of this Proposal, and the remainder of this Proposal will remain in full force and effect with the deletion of the part declared invalid.

16. Choice of Law; Venue; Waiver of Jury Trial. This Proposal will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party irrevocably consents and agrees that any legal action or proceeding arising out of this Proposal will be brought exclusively in a court of competent jurisdiction in Travis County, Texas. LCRA AND CUSTOMER IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL.

17. Ownership. Intellectual property and rights to intellectual property owned by any party on the Effective Date will remain the property of that party. All deliverables, including plans, drawings, designs, specifications, computer programs or applications, photographs, studies, data, schedules, test readings, technical reports, and calculations developed or utilized by LCRA or its subcontractors which are developed and specified to be delivered under this Proposal and which are paid for by Customer are the property of Customer, but subject to LCRA's intellectual property rights. Customer recognizes that no deliverables will be suitable for reuse at any Customer facility or in connection with any project other than that for which the deliverable was prepared. LCRA DISCLAIMS LIABILITY FOR ANY REUSE OF THE DELIVERABLES ON ANY OTHER FACILITY OR PROJECT THAT IS DONE WITHOUT THE EXPLICIT, WRITTEN APPROVAL OF LCRA.

18. Confidentiality. "Confidential Information" means information marked or otherwise designated as "confidential" by a party. Confidential Information may only be used by the parties for purposes related to the performance of this Proposal, and each party agrees not to disclose Confidential Information of the other party to any other person (other than its affiliates, and the party's and affiliate's respective employees and directors, or to contractors who agree to be bound by the provisions of this Section), provided that either party may disclose Confidential Information if and to the extent such disclosure is required by law (including the Texas Public Information Act). In the event a party is requested under law to disclose Confidential Information, such party will to the extent possible notify the other party within three business days of such request.

19. Municipally Owned Utilities. If Customer is a municipally owned utility, the following additional terms will apply:

(a) This Proposal is entered into under the authority of Chapter 791 of the Texas Government Code; (b) Customer pledges the revenues of its electric utility system to pay its obligations under this Proposal. In addition, the amounts payable by Customer to LCRA under this Proposal are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of Customer to secure the Customer's payment obligations to LCRA hereunder. Customer agrees that it will not request Services for which funds have not been appropriated and are not available.

(c) Payments made under this Proposal (1) are based on cost recovery, (2) will fairly compensate LCRA for the Services, and (3) will be made from current revenues available to Customer.

20. Survival. Termination or expiration of this Proposal will not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Proposal. Without limiting the generality of the foregoing, the following sections will survive the termination or expiration of this Proposal: Costs; Invoicing; Warranty; Disclaimer; Environmental Conditions; Schedule; Limitation of Liability; Choice of Law; Venue; Waiver of Jury Trial; Ownership; Confidentiality, and Municipally Owned Utilities

**INTERLOCAL AGREEMENT
FOR FUNDING OF LCRA RADIO COMMUNICATIONS PROJECT
BETWEEN COMAL COUNTY EMERGENCY SERVICES DISTRICT NO.7 AND
THE CITY OF NEW BRAUNFELS**

This Interlocal Agreement ("Agreement") is between Comal County Emergency Services District No. 7 (the "District"), a political subdivision of the State of Texas, and the City of New Braunfels (the "City"), a Texas home rule municipality, (each a "Party" and collectively, the "Parties") which has been approved by each Party's governing body prior to the execution by the District's President and the City Manager.

RECITALS

WHEREAS, the City is contracting with the Lower Colorado River Authority ("LCRA") to install and operate radio communications systems (the "Project");

WHEREAS, the Project will consist of two 10-Channel, P25, Phase 2 Simulcast Sites. Site 1 of the Project includes an equipment upgrade at the elevated water storage facility located at Kerlick Lane. Site 2 of the Project includes the installation of new equipment at the water storage facility located at Conrads Lane; The Project will improve and enhance the existing radio communication capability with emergency vehicles while responding to service calls throughout the District.

WHEREAS, the District desires to provide funding to the Project in an amount not to exceed \$2,500,000;

WHEREAS, the Project is mutually beneficial by enhancing the emergency response for the residents of the City and the District; and

WHEREAS, the District and the City are authorized to enter into this Agreement in all respects by TEX. GOV'T. CODE ANN., Ch. 791.

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to provide funding for the LCRA radio communications system project. The recitals set forth above are incorporated in and made a part of this Agreement for all purposes.
2. **Term of Agreement.** This Agreement is effective upon the signing of the Parties and continues through the date on which the Project is fully operational.
3. **Responsibilities of the City.**
 - 3.1. The City shall enter into an agreement with the LCRA to carry out the completion of the Project as described in the recitals.
 - 3.2. The City is solely responsible for the oversight of the Project's construction.
 - 3.3. The City shall promptly submit invoices to the District for payment.
 - 3.4. The City shall, upon receipt of District funds, promptly pay each invoice in full.

3.5. The City shall provide regular updates to the District regarding the construction of the Project and promptly inform the District of any critical matters related to the Project.

3.6. The City shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

4. **Responsibilities of the District.**

4.1. The District shall fund the Project in an amount not to exceed \$2,500,000.

4.2. The District shall remit funds to the City, within 15 days from receipt of invoice, so that the City pays the invoice in full. If necessary, the District shall provide thirty percent of the Project estimate as an initial payment within three business days upon final approval of construction agreement for the Project, which notice will be provided by the City.

4.3. The District shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

5. **Liability.** Pursuant to Subsection (a-1) of Section 791.006 of the Government Code, the Parties agree to assign liability in a manner that is intended to be different than the liability otherwise assigned under Subsection (a) of Section 791.006 of the Government Code; specifically, the Parties agree that, to the extent allowed by Texas law, each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions, and that no Party shall be liable in monetary damages to the other Party or any other person for any breach of this Agreement, any performance or failure to perform any obligation imposed by this Agreement, or any other cause of action arising from this Agreement.

6. **Amendment of Agreement.** The only modification concerning this Agreement that has any force or effect is a subsequent amendment in writing signed by authorized representatives of both Parties. No official, representative, agent, or employee of the District or the City has any authority to modify this Agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the Parties with respect to this subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of any Party that are not embodied in this Agreement and that any agreements, statements, or promises not contained in this Agreement are not valid or binding.

8. **Breach.**

8.1. The failure of either Party to comply with the terms and conditions of this Agreement is a breach of this Agreement.

9. Dispute Resolution.

9.1. When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the Parties will use the Central Texas Dispute Resolution Center, located in New Braunfels, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless both parties agree, in writing, to waive the confidentiality.

10. Waiver and Reservation of Rights.

10.1. Waiver. The waiver by either Party of a breach of this Agreement does not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the Party not in breach agrees to a waiver in writing.

10.2. Reservation of Rights and Remedies. All rights of both Parties under this Agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a Party does not impair or prejudice any remedy or right of that Party under this Agreement. Any right or remedy stated in this Agreement does not preclude the exercise of any other right or remedy under this agreement, the law or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

11. Termination.

11.1. Termination for Breach. Either Party may terminate this Agreement if it is found that the other Party has breached this Agreement. Prior to termination, the terminating Party shall provide written notice to the other Party of any breaches. Upon receipt of this notice, the breaching Party has 30 calendar days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating Party. Failure to correct the breaches or give a satisfactory explanation within 30 calendar days results in automatic termination of this Agreement at the end of the 30-day period, unless the Parties agree in writing to extend the time to cure the breaches.

11.2. Mutual Termination. The District and the City may terminate this Agreement if both the District and the City agree in writing.

11.3. Termination on Dissolution of the District. If the District is dissolved or merged, this Agreement is automatically terminated effective on the date of dissolution or merger.

12. **Notice.** Written Notice. All notices sent pursuant to this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested to the following addresses:

The District:

Board President
Comal County Emergency Services District No. 7
P.O. Box 311975
New Braunfels, Texas 78131

With a copy to:
John J. Carlton
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Suite B-130
Austin, Texas 78746

The City:

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

With a copy to:
Fire Chief
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

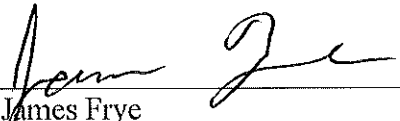
- 12.1. Time of Delivery. Notice shall be deemed effective two business days after deposit in a U.S. mailbox or at a U.S. post office.
- 12.2. Change of Address. Either Party may change its address for notice under this Agreement by providing a prompt notice of the change to all Parties in compliance with this paragraph.
13. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this Agreement. This Agreement is not assignable without consent of the other Party which shall not be unreasonably withheld.
14. **Assignment.** Neither Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other. It is acknowledged by each Party that no officer, agent, employee or representative of the other Party has any authority to grant that assignment unless expressly granted that specific authority by the Party's governing body.
15. **Third Party Rights Not Created.** This Agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither the City nor the District is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16. **Independent Contractor, No Agency.** The Parties expressly acknowledge and agree that the City and the District are independent entities, and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. It is the intention of the Parties that the City and the District act as independent contractors under this Agreement and no other relationship be created. An officer or employee of one party shall not be construed to be the agent or employee of the other party. Nothing in this Agreement is intended, or shall be construed, to create a joint venture or partnership, or to render either party hereto liable for any obligation of the other. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party.
17. **Indemnification.** The City shall indemnify to the fullest extent permitted by law and hold the District, as well as its commissioners, officials, agents, volunteers, and employees, harmless from any and all claims arising out of or in connection to this Agreement, including any claims related to the installation or use of the Project, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the City or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, except where the District is concurrently negligent or has committed concurrent intentional acts or omissions.
18. **Applicable Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and venue for any dispute arising out of this Agreement will lie in the appropriate court of Comal County, Texas.
19. **Severability.** If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, to the extent reasonably feasible, the remainder of this Agreement shall remain valid and binding.
20. **Gender and Number.** Words of gender used in this Agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.
21. **Duplicate Originals.** This Agreement may be executed in duplicate originals.

[Signature Page Follows]

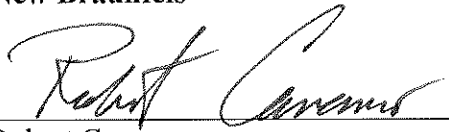
IN WITNESS THEREOF, this Agreement is hereby effective upon the date of the second signatory set forth below .

Comal County Emergency Services District No. 7

By: 
James Frye
Board President

Date: 1/15/2026

City of New Braunfels

By: 
Robert Camareno
City Manager

Date: 1/15/2026

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File #:	25-1534	Name:	
Type:	Resolution	Status:	Consent Item Ready
File created:	12/9/2025	In control:	City Council
On agenda:	1/12/2026	Final action:	
Title:	Approval of Interlocal Agreement between Comal County Emergency Services District 7 (ESD 7) and the City of New Braunfels for the funding of LCRA Radio Communications Project.		
Attachments:	1. ILA City and ESD 7 LCRA Tower 2025		

[History \(0\)](#)[Text](#)

PRESENTER: Presenter
Ruy Lozano, Fire Chief

[Body](#)**SUBJECT:** Title

Approval of Interlocal Agreement between Comal County Emergency Services District 7 (ESD 7) and the City of New Braunfels for the funding of LCRA Radio Communications Project.

[Header](#)**DEPARTMENT:** Fire[Body](#)**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The New Braunfels Fire Department (NBFD) provides fire protection and emergency medical services to Emergency Services District No. 7 (ESD7). NBFD currently utilizes a Lower Colorado River Authority (LCRA) radio system supported by a single primary communication tower. Following a recent analysis, opportunities were identified to improve radio communications coverage in various portions of the ESD.

In response, NBFD, ESD7, and LCRA collaboratively developed a plan to enhance system coverage and upgrade tower equipment where needed. The total cost of the proposed improvements is approximately \$2.5 million and is expected to be fully funded by ESD7. The attached interlocal agreement outlines the respective responsibilities of the City and the District related to project management, coordination, and oversight with LCRA.

ISSUE:

To improve radio communications throughout the City of New Braunfels and ESD 7

STRATEGIC PLAN REFERENCE:

☐ Economic Mobility ☐ Enhanced Connectivity ☐ Community Identity

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

FISCAL IMPACT:

The project is being funded by the ESD 7, therefore there is no fiscal impact to the City.

Recommendation

RECOMMENDATION:

Staff recommends approval.

7/27/2026

Agenda Item No. G)

PRESENTER:

Tony Gonzalez, Director of Information Technology

SUBJECT:

Approval of an Interlocal Agreement with the University of Texas Regional Security Operations Center for CyberSecurity Services at no cost to the City.

DEPARTMENT: Information Technology**COUNCIL DISTRICTS IMPACTED:**All**BACKGROUND INFORMATION:**

The UT-RSOC (University of Texas Regional Security Operations Center) provides free, around-the-clock cybersecurity protection to Texas public organizations-like school districts, city governments, colleges, and nonprofits. They offer simple, easy-to-use tools that quickly check for things like stolen passwords, website weaknesses, and email scams, as well as more advanced services that monitor networks and devices for signs of hacking. Their team reviews alerts, helps us understand risks, and works with our existing technology to strengthen our security without requiring major changes. All services are optional and tailored to our needs, making it easier and more cost effective for our organization to improve its cybersecurity. Interlocal agreements are authorized for use by Texas Local Government Code 791.

ISSUE:

CyberSecurity threats are evolving and demand more advanced and complex tools to secure our environment. Many of these tools are costly, and if affordable, would require additional staff resources, at significant costs, to effectively manage these tools. Supplementing our CyberSecurity Defenses through an agreement such as this, especially at no cost, is a much needed addition to our security posture.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

These services are at no cost to the City and are fully funded by the Texas Department of Information Resources.

RECOMMENDATION:
[Staff recommends approval.]

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
UNIVERSITY OF TEXAS AT AUSTIN
AND
City of New Braunfels**

**RELATING TO THE USE OF THE UT AUSTIN REGIONAL SECURITY OPERATIONS
CENTER (RSOC) SERVICES**

THIS INTERLOCAL COOPERATION CONTRACT ("Agreement") is entered into by and between City of New Braunfels ("RSOC Customer") and THE UNIVERSITY OF TEXAS ("UT") (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This AGREEMENT is created to give effect to the intent and purpose of Chapter 2063, Texas Government Code, concerning Regional Security Operations Centers, including Sections 2063.601 through 2063.605 and authorizes RSOC Customer to participate in the RSOC operated by UT. RSOC Customer acknowledges and agrees that this Agreement is with UT and, therefore, RSOC Customer does not have privity of contract with any other UT service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I – CONTRACTING PARTIES

RSOC CUSTOMER: City of New Braunfels

PERFORMING AGENCY: University of Texas at Austin

UT Contract No.: RSOC_ILC_0375

SECTION II – STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of AGREEMENT and General Process

Per Government Code Section 2063.604, DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

- (a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
- (b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
- (c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
- (d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and
- (e) cybersecurity educational services.

This Agreement is between UT and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this Agreement and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this Agreement with no further action by the Parties.

SECTION III – RSOC CUSTOMER PARTICIPATION

3.1 RSOC Customer Specific Requirements

RSOC Customer shall notify UT, in writing prior to execution of this Agreement, of all RSOC Customer-specific requirements (“RSOC Customer-Specific Legal Requirements”) that pertain to any part of RSOC Customer’s business that is supported by UT under this Agreement. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be coordinated between the Parties as part of the Services. RSOC Customer shall use commercially reasonable efforts to notify UT, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UT compliance, RSOC Customer shall provide written interpretation to UT of any RSOC Customer-Specific Requirements. Should any RSOC Customer-Specific Requirements that are amended after the execution of this Agreement impede or otherwise impact the ability of UT to perform the services provided for herein, UT may terminate this Agreement immediately without further obligation to the RSOC Customer.

3.2 RSOC Responsibilities

The RSOC is responsible for:

- (a) security monitoring tools;
- (b) monitoring of security events;
- (c) notification of security events that require follow-up; and
- (d) reporting.

3.3 RSOC Customer Responsibilities

Where appropriate, RSOC Customer shall support the following:

- (a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications to comply with the standards.
- (b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs.
- (c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems.
- (d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services.
- (e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services.
- (f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to act on a RSOC reported incident or alert.

- (g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe.
- (h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

3.4 RSOC Customer Equipment and Facilities

Any use by UT of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this Agreement. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security

RSOC Customer agrees to comply with security recommendations provided by UT in connection with the Services, as communicated from time to time by UT. RSOC Customer agrees to inform UT of any RSOC Customer-specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk. RSOC Customer accepts the risks and liabilities associated with failure to follow RSOC recommendations where UT and/or its service provider(s) determine that such recommendations would have prevented or mitigated an issue. UT and/or its service provider(s) accept no responsibility for the risk or liability incurred due to a RSOC Customer's decision not to follow UT's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UT will notify RSOC Customer of non-compliance.

SECTION IV

4.1 PRICING

The RSOC program is fully funded by the Texas Department of Information Resources (DIR) through legislative appropriations. As such, all RSOC services described in this agreement are provided to RSOC Customers free of charge, and no costs shall be incurred by the RSOC Customer for participation.

In accordance with Texas Government Code § 791.011(d)(3), each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

In the event that legislative appropriations are reduced or eliminated such that DIR can no longer fund the RSOC program, this Agreement may be renegotiated to include a mutually agreed upon cost recovery model through an amendment to this Agreement. No charges will be made to the RSOC Customer without prior written agreement and approval from both parties.

4.2 PAYMENT FOR SERVICES

No payment is required from RSOC Customers under the current RSOC funding model. If in the future, RSOC services require a cost recovery due to a change in funding, the RSOC Customer shall not be billed or invoiced unless a new agreement is signed by both parties that outlines the scope, cost, and terms of payment.

Any future changes proposed must be reviewed and approved in writing by the RSOC Customer prior to invoicing. The Customer shall not be obligated to pay any charges that are not explicitly authorized in advance.

SECTION V – TERM AND TERMINATION OF CONTRACT AND SERVICES

5.1 Term and Termination of Agreement

The term of this Agreement shall commence upon execution of this Agreement by the last party to execute this Agreement and shall continue for an initial term of one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides notice of termination in accordance with Sections 5.2 and 6.4.

This Agreement is contingent on the continued appropriation of sufficient funds to pay the amounts specified in the RSOC Customer's Requests for Services, including the continued availability of sufficient relevant state funds if applicable. Continuation of the Agreement is also contingent on the continued statutory authority of the Parties to contract for the Services.

5.2 Termination of Services

Either Party may terminate this Agreement by giving the other Party sixty (60) calendar days' written notice in accordance with Section 6.4 of this Agreement.

SECTION VI – MISCELLANEOUS PROVISIONS

6.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UT in connection with the RSOC is information collected, assembled, and maintained for UT. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this Agreement or the services contemplated herein.

6.2 Confidential Information

Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UT acknowledges that

RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UT.

UT and RSOC Customer shall determine whether:

- (1) RSOC Customer is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;
- (2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075; or
- (3) RSOC Customer is subject to any other requirements specific to the provision of Services.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UT to receive data or information protected by such regulations.

6.3 Ownership of Data

The RSOC Customer will retain full ownership of the data the RSOC Customer provides to UT. UT is permitted to use such data as necessary to perform the Services under this Agreement.

Upon termination of this Agreement, UT will make commercially reasonable efforts to remove RSOC Customer-provided data from UT's active operational systems within thirty (30) days, except where retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.3.1 FERPA

This Section 6.3.1 applies only if and to the extent that the RSOC Customer provides data subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). For purposes of this Agreement, UT acknowledges its obligations to comply with FERPA, including but not limited to the obligation to maintain confidentiality of student education records. If applicable, RSOC Customer may designate UT as a "School Official", as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required to carry out the obligations under this Agreement. The Parties understand that any unauthorized disclosure of confidential student information may violate FERPA and its implementing regulations. Disclosure of confidential student information received under this Agreement to a third party is not authorized. Upon termination of this Agreement, UT will make commercially reasonable efforts to return or remove confidential information maintained in active systems within thirty (30) days, unless retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.4 Notification Information

Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, return receipt requested, addressed to the appropriate party as set forth below:

RSOC Customer's Primary Contact for Agreement

Name:
Title:
Address:
Telephone:
Email:

UT's Primary Contact for Agreement

Name: Jeremy Carter
Title: Regional Security Operations Center Manager
Address: 1 University Station
Telephone: 512-232-6001
Email: jeremy@utexas.edu

6.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this Agreement.

6.6 Amendments

This Agreement may not be amended except by written document signed by the Parties hereto or as specified within this Agreement or the attachment being amended.

6.7 Conflicts between Contracts

If the terms of this Agreement conflict with the terms of any other contract between the Parties, the terms of this Agreement shall govern with respect to RSOC Services unless the Parties expressly agree in writing that another agreement supersedes this Agreement for those Services.

6.8 Responsibilities of the Parties

The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UT will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal or state funding in connection with this Agreement. RSOC Customer shall comply with all policies, procedures, and processes as provided by UT.

In the event that RSOC Customer actions, failure to perform certain responsibilities, or requests outside the scope of Services result in direct and measurable additional costs to UT, the Parties agree to coordinate in good faith to address such costs. Any such costs will be communicated in

advance and will not be incurred without prior discussion and mutual understanding between the Parties. UT and RSOC Customer shall also coordinate and plan for situations where conflicts, delays, or competing resource demands may arise during the term of this Agreement.

6.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

- (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement;
- (2) that the acceptance of funds directly through this Agreement or indirectly through a subcontractor under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and
- (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

6.10 General Terms

Except as expressly provided herein, no provision of this Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to either Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to either Party by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, neither Party waives any privileges, rights, defenses, remedies or immunities available to it.

This Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the United States District Court for the Western District of Texas, Austin Division. If one or more provisions of this Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

6.11 Liability

Neither Party shall have a duty to defend or indemnify the other Party for claims arising out of or relating to the Services, except as otherwise provided by law.

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and/or breach, the RSOC Customer understands that, based on many factors, including system settings, user behaviors, and the availability of log and other information, it may

not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

6.12 Signatory Warranty

Each signatory warrants requisite authority to execute the Agreement on behalf of the entity represented.

SECTION VII – CERTIFICATIONS

The undersigned Parties hereby certify that:

- (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
- (2) this Agreement serves the interest of efficient and economical administration of State Government; and
- (3) the Services, supplies or materials in this Agreement are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective on date of last signature below.

RSOC CUSTOMER: City of New Braunfels

By: _____
Printed Name:
Title:
Date:

PERFORMING AGENCY: UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Printed Name:
Title:
Date:

7/27/2026

Agenda Item No. H)

PRESENTER:

Matthew Eckmann, Assistant Director of Public Works

SUBJECT:

Approval of an amendment to the lease agreement between the City of New Braunfels and Sammye Lynn Dietz, individually and doing business as Dietz Gun Shop and Range and authorization for the City Manager to execute all necessary agreements.

DEPARTMENT: Public Works and New Braunfels Police Department**COUNCIL DISTRICTS IMPACTED:** All**BACKGROUND INFORMATION:**

The City (Lessee) and Sammye Lynn Dietz (Lessor) entered into a lease agreement dated August 1, 2016 for the use of property owned by Lessor as the New Braunfels Police Department Gun Range.

ISSUE:

The current lease had a five year term which expired in 2021 and allowed for one (1) five year extension which was exercised in 2021. This amendment will provide for an additional five year renewal effective August 1, 2026 and expiring July 31, 2031.

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The lease for this property is \$2,000 annually and it is not proposed to change with this amendment.

RECOMMENDATION:

Staff recommends approval of this lease amendment.

LEASE AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

That this Lease Agreement made this day by and between SAMMYE LYNN DIETZ, individually and doing business as DIETZ GUN SHOP AND RANGE, of Comal County, Texas, hereinafter referred to as Lessor, and the CITY OF NEW BRAUNFELS, a municipal corporation, acting herein by and through its duly authorized City Manager, as Lessee:

WITNESSETH:

The said Lessor, in consideration of the hereinafter stated premises and the improvements to its property, does by these presents LEASE unto the said Lessee the following described premises, together with all the rights connected therewith, situated in the County of Comal, Texas, and being more particularly described as follows, to-wit:

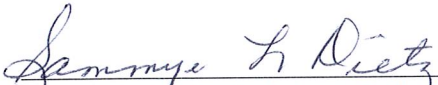
The said firing range to be located on the property owned by Lessor upon which she maintains the DIETZ GUN SHOP AND RANGE. This property, located in Comal County, Texas, is approximately six (6) miles west from the intersection of Kerlick Lane and SH 46, at a point two (2) miles past FM 2722, thence approximately three-fourth (3/4) miles off of said SH 46.

Said Lease being made for the purpose of Lessee conducting a pistol, rifle, and shotgun range for the peace officers of the City of New Braunfels, Texas, upon said property, and said Lease being subject to the following terms, conditions and agreements.

- (1) The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of August, 2016, and ending on the 31st day of July, 2021.
- (2) As consideration of this Lease, Lessee agrees to pay the Lessor the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per year payable on or before the 1st day of August of each year; and further, Lessee agrees and obligates itself to maintain with city equipment including mowing, a pistol, rifle and shotgun firing range site for the peace officers of the City of New Braunfels, Texas, with the peace officers to have full benefits of using the range at all times. The peace officers of the City of New Braunfels, Texas, will at all times have full benefits of all facilities free of charge at the pistol, rifle, and shotgun firing range site, provided they use the said target frames and targets designated for peace officers. Any other law enforcement or city personnel shall be accompanied at all times by a New Braunfels Peace Officer. Upon completion of firing, peace officers will clean the police range site.

- (3) Lessor agrees to maintain proper access to the pistol range at all times at Lessor's expense. Lessor further agrees to prevent unauthorized use of the leased premises by other individuals except as stated hereinabove.
- (4) In the event of default of Lessee in any of the conditions or covenants of this Lease, or in the payment of the rental when due, Lessor may terminate the Lease and re-enter the said premises, and upon said termination, Lessee agrees to surrender the same without further notice.
- (5) At the termination of this Lease, Lessee shall deliver the leased premises in good order and condition, consistent with the use of said property as authorized hereby.
- (6) Lessee or Lessor shall have the option to terminate this Lease at any time during the lease term, upon written notification being sent to either party at least thirty (30) days prior to such action.
- (7) Lessee shall have the option to renew this Lease upon the same terms and conditions herein provided for an additional term of five (5) years, and with such option to be exercised in writing by Lessee thirty (30) days prior to termination of the primary term hereof. Said written notice shall be mailed to Lessor's last known address.
- (8) Lessor agrees, at the expiration of this Lease, Lessee shall have no further obligation with respect to this agreement.
- (9) Copies of the Lease will be posted at the New Braunfels Law Enforcement Center and Dietz Gun Shop and Range.

EXECUTED in duplicate originals, this the 14 day of July, 2016.


SAMMYE LYNN DIETZ DIETZ,
Individually and
d/b/a/ DIETZ GUN SHOP AND RANGE

CITY OF NEW BRAUNFELS, TEXAS

By: 
ROBERT CAMARENO, CITY MANAGER

APPROVED AS TO FORM:


Valeria M. Acevedo, City Attorney



July 23, 2021

Ms. Sammye Lynn Dietz
Dietz Gun Range
421 Range Road
New Braunfels, TX 78132

Re: City's Exercise of Option for Lease Extension

Ms. Dietz:

The City of New Braunfels is most grateful to you for continuing the lease which provides for the operation of the New Braunfels Police Department gun range. The current lease agreement between yourself and the City of New Braunfels, dated July 14, 2016 with an effective date of August 1, 2016 and an expiration date of July 31, 2021 is set to expire soon. Per the provisions set forth in the lease agreement, the City, upon written request, has the option to extend the lease for an additional five (5) years. Please allow this letter to serve as notice that the City, as Lessee, hereby exercises this lease extension option and provides for a new expiration date for the lease term to be set as July 31, 2026. Should you have any questions, please feel free to contact the Real Estate Manager for the City Matthew Eckmann. He can be reached at 830-221-4089 or by e-mail at meckmann@nbtexas.org.

Sincerely,

Robert Camareno
City Manager

FIRST AMENDMENT TO LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF COMAL

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the SAMMYE LYNN DIETZ, individually and doing business as DIETZ GUN SHOP AND RANGE, hereinafter referred to as “Landlord” and, THE CITY OF NEW BRAUNFELS, TEXAS, a home rule municipal corporation, acting by and through its City Manager, Robert Camareno, hereinafter referred to as “Tenant”, entered into a lease agreement for the property depicted in the attached Exhibit “A” (the “Premises”) with an effective date of August 1, 2016 (the “Lease”).

WHEREAS, the Landlord and Tenant have agreed to amend the terms of the Lease pertaining to an additional extension of the Lease.

AGREEMENT:

1. Section 7 of the Lease shall be amended to allow for the renewal of this Lease, under the same terms and conditions, for an additional term of five (5) years beginning on August 1, 2026 and expiring on July 31, 2031.
2. All other terms and conditions set forth in the Lease shall remain unchanged.

EXECUTED on this the _____ day of _____, 2026.

LANDLORD
SAMMYE LYNN DIETZ, individually and
doing business as DIETZ GUN SHOP AND
RANGE

By: _____
Sammye Lynn Dietz

CITY OF NEW BRAUNFELS
TENANT

By: _____
Robert Camareno, City Manager

APPROVED AS TO FORM:

_____, City Attorney

7/27/2026

Agenda Item No. I)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Approval of a resolution giving consent to the issuance of Contract Revenue Bonds (Road Facilities), Series 2026, by Comal County Water Improvement District No. 3 Master District (Mayfair).

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 within the Mayfair subdivision. Comal County Water Improvement District No. 3 Master District (“WID 3M”) will market and intends to sell \$7.2 million in Contract Revenue Bonds (Road Facilities) to provide reimbursements to the developer for road 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. According to the most recent estimate of value from Comal County Appraisal District, WID 3A’s taxable value is over \$273 million as of June 1, 2026.

WID 3M previously sold its first series of bonds in 2026, in the amount of \$13.9 million. 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.

The Texas Commission on Environmental Quality (TCEQ) generally approves bonds proposed to be issued by water districts for water, sewer, or drainage infrastructure, but does not exercise jurisdiction over road bonds at this time. However, 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 estimated taxable value from June 1, 2026, is required for issuance of these bonds.

ISSUE:

The issuance of bonds secured by property tax revenue paid by owners within the Mayfair development (Comal Co. WID 3A and future participants within the WID 3M Service Area).

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 Mayfair development (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 (ROAD 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 (Road Facilities), Series 2026 (“3M Road Bonds”), in the amount of \$7,200,000; and

WHEREAS, WID 3M desires that the City give its written consent to the issuance of the 3M Road Bonds pursuant to that certain Second 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 Road 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 Road Bonds. WID 3M covenants to make payments in support of such 3M Road 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 _____, 2026.

MICHAEL FRENCH, Mayor
City of New Braunfels, Texas

ATTEST:

GAYLE WILKINSON, City Secretary
City of New Braunfels, Texas

Exhibit A

PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, INITIAL REOFFERING YIELDS, AND CUSIPS

\$7,200,000 Comal County Water Improvement District No. 3 Master District

Contract Revenue Road Bonds, Series 2026

Due (December 1)	Principal Amount	Interest Rate	Initial Reoffering Yield (a)	CUSIP No. _____ (b)	Due (December 1)	Principal Amount	Interest Rate	Initial Reoffering Yield (a)	CUSIP No. _____ (b)
2027	\$ 170,000	___%	___%	___	2039 (c)	\$ 290,000	___%	___%	___
2028	175,000	___%	___%	___	2040 (c)	305,000	___%	___%	___
2029	185,000	___%	___%	___	2041 (c)	320,000	___%	___%	___
2030	195,000	___%	___%	___	2042 (c)	335,000	___%	___%	___
2031	205,000	___%	___%	___	2043 (c)	350,000	___%	___%	___
2032 (c)	210,000	___%	___%	___	2044 (c)	365,000	___%	___%	___
2033 (c)	220,000	___%	___%	___	2045 (c)	385,000	___%	___%	___
2034 (c)	235,000	___%	___%	___	2046 (c)	405,000	___%	___%	___
2035 (c)	245,000	___%	___%	___	2047 (c)	420,000	___%	___%	___
2036 (c)	255,000	___%	___%	___	2048 (c)	440,000	___%	___%	___
2037 (c)	265,000	___%	___%	___	2049 (c)	460,000	___%	___%	___
2038 (c)	280,000	___%	___%	___	2050 (c)	485,000	___%	___%	___

- (a) Information with respect to the initial reoffering yields of the Bonds is the responsibility of the Initial Purchaser. Initial reoffering yields represent the initial offering price, which may be changed for subsequent purchasers. The initial yield indicated above represents the lower of the yields resulting when priced to maturity or to the first call date.
- (b) CUSIP numbers will be assigned to the Bonds by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, and are included solely for the convenience of the purchasers of the Bonds. None of the Master District, the Financial Advisor (herein defined), or the Initial Purchaser shall be responsible for the selection or the correctness of the CUSIP numbers shown herein.
- (c) The Bonds maturing on December 1, 2032, and thereafter, shall be subject to redemption and payment at the option of the Master 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. In addition, the Initial Purchaser may designate one (1) or more maturities as term bonds. See "THE BONDS – Redemption Provisions."



S. David Smalling, Jr.
Managing Director

Houston, Texas

Phone: 713-600-7525
Email: dsmalling@cedarcreekma.com

June 30, 2026

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

RE: Comal County Water Improvement District No. 3 Master District
\$7,200,000 Contract Revenue Road Bonds, Series 2026

To Whom It May Concern:

The Board of Directors of Comal County Water Improvement District No. 3 Master District (the "District") has authorized the sale of Bonds to reimburse the developers in the District for the construction of road improvements pursuant to an agreement between the District and the developers. The District met on June 12, 2026, to authorize its consultants to proceed with the issuance of its Contract Revenue Road Bonds, Series 2026 (the "Bonds"). The Bonds are the second installment of bonds and the first installment of contract revenue road bonds issued by the District.

Under the terms of the Development Agreement between the District and the City, Bonds may be sold by the District only with the approval of the City. Below are conditions of the Development Agreement for the District to sell Bonds:

1. **Maximum Aggregate Amount of Bonds:** The proposed sale, which is the third bond issuance under the Development Agreement, does not exceed the \$620,000,000 maximum par amount of bonds set forth in the Development Agreement. Please see below for the total amount of bonds sold, including the Bonds:

Comal WID 3 Master District:	\$ 21,100,000;
Comal WID 3A:	<u>5,000,000;</u>
Total:	\$ 26,100,000
2. **Cash Flow:** A cash flow showing feasibility of the Bonds at a tax rate less than \$1.50 per \$100 assessed valuation is attached.
3. **Optional Redemption:** The bonds are subject to optional redemption beginning December 1, 2031, which is not more than ten years from the date of issuance.
4. **Competitive Bidding:** The District intends to take public bids at a competitive sale for the Bonds.
5. **Minimum Purchase Price of 95%:** The District intends to take bids for the Bonds at a sales price of 97% or higher.
6. **Interest Rate Limit:** No bids will be accepted that exceeds 2% above the Bond Buyer 20 Index for the preceding 45 days before the sale.
7. **Maturity Limit:** The final maturity for the Bonds will be December 1, 2050, which is less than 25 years after the date of issuance.
8. **Level Debt Service:** The Bonds will be structured so that the maximum debt year will not exceed the average debt year by more than 5%.
9. **There have been no defaults of the Development Agreement related to the District bond conditions.**

It is anticipated that the Bonds will be sold on or about August 13, 2026. Thank you very much for your consideration of our request. If you have any questions, please do not hesitate in telephoning me at 713.600.7525.

Sincerely,
Cedar Creek Municipal Advisors, LLC

S. David Smalling, Jr.
Managing Director

Comal County Water Improvement District No. 3 Master District

Master District - Tax Rate Analysis

Includes Proposed \$7,200,000 Contract Revenue Road Bonds, Series 2026 - 4.75% Estimated Interest Rate
Eighteen (18) Months of Capitalized Interest
No Growth Beyond June 1, 2026 - Estimate of Value

Year Ending 12/31	Beginning Fund Balance as of 11/12/2025	Fund Interest Earnings @ 2.000%	Proposed Capitalized Interest	Prior Year AV	AV Growth Percentage	Tax Rate / \$100 of AV	Tax Collections @ 98.00%	Total Funds Available	Current Debt Service	Proposed 2026 Debt Service	Total Debt Service	Ending Balance	Debt Service Coverage %
2025	-	-	-	47,095,168			-	-	-	-	-	-	
2026	-	-	513,000	236,015,705	401.146%	0.175000	404,767	917,767	-	-	-	917,767	178.547%
2027	917,767	18,355	-	273,329,554	15.810%	0.175000	468,760	1,404,882	-	514,019	514,019	890,864	174.336%
2028	890,864	17,817	-	273,329,554		0.175000	468,760	1,377,441	-	511,003	511,003	866,438	168.959%
2029	866,438	17,329	-	273,329,554		0.175000	468,760	1,352,527	-	512,809	512,809	839,718	163.325%
2030	839,718	16,794	-	273,329,554		0.175000	468,760	1,325,272	-	514,141	514,141	811,132	157.502%
2031	811,132	16,223	-	273,329,554		0.175000	468,760	1,296,114	-	514,997	514,997	781,117	153.065%
2032	781,117	15,622	-	273,329,554		0.175000	468,760	1,265,500	-	510,319	510,319	755,181	147.941%
2033	755,181	15,104	-	273,329,554		0.175000	468,760	1,239,045	-	510,463	510,463	728,583	141.420%
2034	728,583	14,572	-	273,329,554		0.175000	468,760	1,211,914	-	515,191	515,191	696,724	135.511%
2035	696,724	13,934	-	273,329,554		0.175000	468,760	1,179,418	-	514,147	514,147	665,272	129.777%
2036	665,272	13,305	-	273,329,554		0.175000	468,760	1,147,337	-	512,628	512,628	634,709	124.298%
2037	634,709	12,694	-	273,329,554		0.175000	468,760	1,116,163	-	510,634	510,634	605,529	117.985%
2038	605,529	12,111	-	273,329,554		0.175000	468,760	1,086,400	-	513,225	513,225	573,175	112.378%
2039	573,175	11,463	-	273,329,554		0.175000	468,760	1,053,398	-	510,044	510,044	543,355	106.239%
2040	543,355	10,867	-	273,329,554		0.175000	468,760	1,022,982	-	511,447	511,447	511,535	99.882%
2041	511,535	10,231	-	273,329,554		0.175000	468,760	990,526	-	512,138	512,138	478,389	93.414%
2042	478,389	9,568	-	273,329,554		0.175000	468,760	956,716	-	512,116	512,116	444,601	86.941%
2043	444,601	8,892	-	273,329,554		0.175000	468,760	922,253	-	511,381	511,381	410,872	80.573%
2044	410,872	8,217	-	273,329,554		0.175000	468,760	887,849	-	509,934	509,934	377,915	73.691%
2045	377,915	7,558	-	273,329,554		0.175000	468,760	854,234	-	512,834	512,834	341,399	66.319%
2046	341,399	6,828	-	273,329,554		0.175000	468,760	816,987	-	514,784	514,784	302,203	59.171%
2047	302,203	6,044	-	273,329,554		0.175000	468,760	777,007	-	510,725	510,725	266,282	52.109%
2048	266,282	5,326	-	273,329,554		0.175000	468,760	740,368	-	511,013	511,013	229,356	44.941%
2049	229,356	4,587	-	273,329,554		0.175000	468,760	702,703	-	510,350	510,350	192,353	37.438%
2050	192,353	3,847	-	273,329,554		0.175000	468,760	664,960	-	513,797	513,797	151,163	
Totals		280,313	513,000			Average Tax Rate: 0.175000	12,123,772		-	12,294,138	12,294,138		

Comal County Water Improvement District No. 3 Master District

Combined Tax Rate Analysis (Includes Internal District Bonds)

Includes \$7,200,000 Contract Revenue Road Bond, Series 2026 - 4.75% Estimated Interest Rate

Includes Eighteen (18) Months of Capitalized Interest

No Growth Beyond June 1, 2026 - Estimate of Value

Year Ending 12/31	Beginning Fund Balance as of 11/12/2025	Fund Interest Earnings @ 2.000%	Contract Revenue Bonds, Series 2026 Capitalized Interest	Proposed Capitalized Interest	Prior Year AV	AV Growth Percentage	Tax Rate / \$100 of AV	Tax Collections @ 98.00%	Total Funds Available	Current Internal Debt Service	Current Master Debt Service	Proposed Road Debt Service Series 2026	Total Debt Service	Ending Balance	Debt Service Coverage %
2025	393,750	1,057	-	-	47,095,168	-	-	-	394,807	-	-	-	-	394,807	-
2026	394,807	7,896	969,597	513,000	236,015,705	401.146%	0.625000	1,445,596	3,330,897	191,056	280,494	-	471,550	2,859,347	157.167%
2027	2,859,347	57,187	-	-	273,329,554	15.810%	0.625000	1,674,144	4,590,677	347,994	957,294	514,019	1,819,306	2,771,371	153.200%
2028	2,771,371	55,427	-	-	273,329,554	-	0.625000	1,674,144	4,500,942	345,844	952,144	511,003	1,808,991	2,691,951	148.957%
2029	2,691,951	53,839	-	-	273,329,554	-	0.625000	1,674,144	4,419,934	343,369	951,019	512,809	1,807,197	2,612,737	145.289%
2030	2,612,737	52,255	-	-	273,329,554	-	0.625000	1,674,144	4,339,135	340,569	943,594	514,141	1,798,303	2,540,832	141.343%
2031	2,540,832	50,817	-	-	273,329,554	-	0.625000	1,674,144	4,265,792	342,444	940,194	514,997	1,797,634	2,468,158	138.312%
2032	2,468,158	49,363	-	-	273,329,554	-	0.625000	1,674,144	4,191,665	338,669	935,494	510,319	1,784,481	2,407,183	135.271%
2033	2,407,183	48,144	-	-	273,329,554	-	0.625000	1,674,144	4,129,470	339,569	929,494	510,463	1,779,525	2,349,945	132.600%
2034	2,349,945	46,999	-	-	273,329,554	-	0.625000	1,674,144	4,071,088	334,819	922,194	515,191	1,772,203	2,298,885	129.583%
2035	2,298,885	45,978	-	-	273,329,554	-	0.625000	1,674,144	4,019,006	338,619	921,294	514,147	1,774,059	2,244,947	125.941%
2036	2,244,947	44,899	-	-	273,329,554	-	0.625000	1,674,144	3,963,989	342,019	927,894	512,628	1,782,541	2,181,448	122.268%
2037	2,181,448	43,629	-	-	273,329,554	-	0.625000	1,674,144	3,899,221	340,019	933,494	510,634	1,784,147	2,115,074	117.888%
2038	2,115,074	42,301	-	-	273,329,554	-	0.625000	1,674,144	3,831,519	342,819	938,094	513,225	1,794,138	2,037,382	113.380%
2039	2,037,382	40,748	-	-	273,329,554	-	0.625000	1,674,144	3,752,273	345,219	941,694	510,044	1,796,956	1,955,316	108.165%
2040	1,955,316	39,106	-	-	273,329,554	-	0.625000	1,674,144	3,668,566	346,969	949,294	511,447	1,807,709	1,860,857	102.519%
2041	1,860,857	37,217	-	-	273,329,554	-	0.625000	1,674,144	3,572,218	348,044	954,956	512,138	1,815,138	1,757,080	96.324%
2042	1,757,080	35,142	-	-	273,329,554	-	0.625000	1,674,144	3,466,365	353,419	958,606	512,116	1,824,141	1,642,225	89.960%
2043	1,642,225	32,844	-	-	273,329,554	-	0.625000	1,674,144	3,349,213	353,138	960,981	511,381	1,825,500	1,523,713	83.076%
2044	1,523,713	30,474	-	-	273,329,554	-	0.625000	1,674,144	3,228,330	357,113	967,081	509,934	1,834,128	1,394,202	75.606%
2045	1,394,202	27,884	-	-	273,329,554	-	0.625000	1,674,144	3,096,230	360,413	970,800	512,834	1,844,047	1,252,183	67.690%
2046	1,252,183	25,044	-	-	273,329,554	-	0.625000	1,674,144	2,951,370	358,038	977,050	514,784	1,849,872	1,101,498	59.462%
2047	1,101,498	22,030	-	-	273,329,554	-	0.625000	1,674,144	2,797,672	360,213	981,500	510,725	1,852,438	945,234	50.768%
2048	945,234	18,905	-	-	273,329,554	-	0.625000	1,674,144	2,638,282	366,713	984,150	511,013	1,861,875	776,407	41.580%
2049	776,407	15,528	-	-	273,329,554	-	0.625000	1,674,144	2,466,079	366,913	990,000	510,350	1,867,263	598,817	31.791%
2050	598,817	11,976	-	-	273,329,554	-	0.625000	1,674,144	2,284,936	371,419	998,400	513,797	1,883,616	401,321	-
Totals		944,716	969,597	513,000			Average Tax Rate:	0.601852	43,299,184	8,575,412	23,167,206	12,294,138	44,036,756		

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3 MASTER DISTRICT

**PRELIMINARY OFFICIAL STATEMENT
DATED: JULY 10, 2026**

**\$7,200,000
CONTRACT REVENUE ROAD BONDS
SERIES 2026**

**BIDS FOR THE BONDS TO BE SUBMITTED BY: 10:00 A.M., CENTRAL TIME
BIDS FOR THE BONDS TO BE OPENED AT: 12:00 P.M., CENTRAL TIME
THURSDAY, AUGUST 13, 2026**



CEDAR CREEK
MUNICIPAL ADVISORS

Financial Advisor

PRELIMINARY OFFICIAL STATEMENT DATED JULY 10, 2026

This Preliminary Official Statement is subject to completion and amendment and is intended for the solicitation of initial bids to purchase the Bonds (herein defined). Upon the sale of the Bonds, the Official Statement will be completed and delivered to the Initial Purchaser (herein defined).

In the opinion of Bond Counsel (herein defined), under current law and subject to conditions described under “TAX MATTERS,” interest on the Bonds (a) is not included in gross income for federal income tax purposes, (b) is not an item of tax preference for purposes of the federal alternative minimum income tax, and (c) is taken into account by applicable corporations (as defined in Section 59(k) of the Code (herein defined)) for the alternative minimum tax imposed on such corporations. A holder may be subject to other federal tax consequences as described under “TAX MATTERS.”

The Bonds will NOT be designated “qualified tax-exempt obligations” for financial institutions. See “TAX MATTERS – Not Qualified Tax-Exempt Obligations.”

NEW ISSUE – Book-Entry-Only

NOT RATED

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3 MASTER DISTRICT
(A political subdivision of the State of Texas, located within Comal County)

\$7,200,000
Contract Revenue Road Bonds
Series 2026

Interest Accrues from: Date of Delivery

Due: December 1, as shown on the inside cover

The \$7,200,000 Comal County Water Improvement District No. 3 Master District Contract Revenue Road Bonds, Series 2026 (the “Bonds”) are special obligations of Comal County Water Improvement District No. 3 Master District (the “District” or the “Master District”) payable solely from and to the extent of payments contractually required of the municipal utility districts (the “Participants”) within the Service Area (herein defined) from proceeds of an annual ad valorem tax, without legal limit as to rate or amount, levied by each Participant or from other revenues available to such Participant (the “Contract Payments”). Payment of Contract Payments by the Participants and use of such proceeds by the Master District to pay debt service on the Bonds is governed by the Amended and Restated Contract for Financing, Operation and Maintenance of Regional Water, Sanitary Sewer and Drainage Facilities; Road Facilities (the “Master District Contract”) as described more fully under “THE PARTICIPANTS – Contract Taxes.” The Bonds are special obligations of the Master District payable solely from the Contract Payments and are not obligations of the State of Texas; Comal County, Texas; the City of New Braunfels, Texas; the Participant; or any entity other than the Master District.

The Bonds are dated September 1, 2026, and mature on December 1 in the years and in the principal amounts shown on the inside cover. Interest on the Bonds accrues from the initial date of delivery (on or about September 10, 2026), at the rates set forth on the inside cover, and is payable December 1, 2026, and each June 1 and December 1 thereafter (the “Interest Payment Date”) until the earlier of stated maturity or prior redemption. Principal of the Bonds is payable to the registered owners of the Bonds (the “Registered Owners”) at BOKF, NA, Dallas, Texas (the “Paying Agent/Registrar”), upon surrender of the Bonds for payment at the stated maturity or upon prior redemption. Unless otherwise agreed between the Paying Agent/Registrar and a Registered Owner, interest on the Bonds is dated as of the Interest Payment Date and payable to each Registered Owner, as shown on the records of the Paying Agent/Registrar on the close of business on the 15th day of the calendar month next preceding each Interest Payment Date. The Bonds will be issued only in fully registered form in the denomination of \$5,000 of principal amount, or any integral multiple thereof.

The Bonds, when issued, will constitute valid and binding obligations of the Master District and will be payable from Contract Payments, as further described herein. See “THE BONDS – Source of Payment.”

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as discussed under “THE BONDS – Book-Entry-Only System.”

See “PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, INITIAL REOFFERING YIELDS, AND CUSIPS” on the inside cover.

The Bonds constitute the first series of contract revenue road bonds issued by the Master District for the purpose of constructing or acquiring a regional road system to serve the Service Area (the “Master District Road Facilities”).

Investment in the Bonds is subject to special investment risks as described herein. See “RISK FACTORS.”

The Bonds are offered by the winning bidder for the Bonds (the “Initial Purchaser”) subject to prior sale, when, as, and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Attorney General of the State of Texas and the opinion of The Muller Law Group, PLLC, Sugar Land, Texas, (“Bond Counsel”). Delivery of the Bonds in book-entry form through the facilities of DTC is expected on or about September 10, 2026.

PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, INITIAL REOFFERING YIELDS, AND CUSIPS

\$7,200,000 Comal County Water Improvement District No. 3 Master District

Contract Revenue Road Bonds, Series 2026

Due (December 1)	Principal Amount	Interest Rate	Initial Reoffering Yield (a)	CUSIP No. _____ (b)	Due (December 1)	Principal Amount	Interest Rate	Initial Reoffering Yield (a)	CUSIP No. _____ (b)
2027	\$ 170,000	___%	___%	___	2039 (c)	\$ 290,000	___%	___%	___
2028	175,000	___%	___%	___	2040 (c)	305,000	___%	___%	___
2029	185,000	___%	___%	___	2041 (c)	320,000	___%	___%	___
2030	195,000	___%	___%	___	2042 (c)	335,000	___%	___%	___
2031	205,000	___%	___%	___	2043 (c)	350,000	___%	___%	___
2032 (c)	210,000	___%	___%	___	2044 (c)	365,000	___%	___%	___
2033 (c)	220,000	___%	___%	___	2045 (c)	385,000	___%	___%	___
2034 (c)	235,000	___%	___%	___	2046 (c)	405,000	___%	___%	___
2035 (c)	245,000	___%	___%	___	2047 (c)	420,000	___%	___%	___
2036 (c)	255,000	___%	___%	___	2048 (c)	440,000	___%	___%	___
2037 (c)	265,000	___%	___%	___	2049 (c)	460,000	___%	___%	___
2038 (c)	280,000	___%	___%	___	2050 (c)	485,000	___%	___%	___

- (a) Information with respect to the initial reoffering yields of the Bonds is the responsibility of the Initial Purchaser. Initial reoffering yields represent the initial offering price, which may be changed for subsequent purchasers. The initial yield indicated above represents the lower of the yields resulting when priced to maturity or to the first call date.
- (b) CUSIP numbers will be assigned to the Bonds by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, and are included solely for the convenience of the purchasers of the Bonds. None of the Master District, the Financial Advisor (herein defined), or the Initial Purchaser shall be responsible for the selection or the correctness of the CUSIP numbers shown herein.
- (c) The Bonds maturing on December 1, 2032, and thereafter, shall be subject to redemption and payment at the option of the Master 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. In addition, the Initial Purchaser may designate one (1) or more maturities as term bonds. See "THE BONDS – Redemption Provisions."

USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with United States Securities and Exchange Commission (the “SEC”) Rule 15c2-12 (the “Rule”) and in effect on the date of this Preliminary Official Statement, this document constitutes an “official statement” of the District with respect to the Bonds that has been deemed “final” by the District as of its date (or of any such supplement or correction) except for the omission of no more than information permitted by the Rule.

This document, when further supplemented by adding additional information specifying the interest rates and certain other information relating to the Bonds shall constitute a “final official statement” of the Master District with respect to the Bonds, as such term is defined in the Rule.

No dealer, broker, salesman, or other person has been authorized to give any information, or to make any representations, other than those contained herein, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Master District or the Initial Purchaser.

This Official Statement does not alone constitute, and is not authorized by the District for use in connection with, an offer to sell or the solicitation of any offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, orders, contracts, audits, engineering, and other related reports set forth herein are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are available from Bond Counsel upon payment of duplication costs, for further information.

The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information herein.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. The District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the Master District and to the extent such information actually comes to its attention, the other matters described herein, until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "OFFICIAL STATEMENT – Updating of Official Statement."

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for any purpose.

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
USE OF INFORMATION IN OFFICIAL STATEMENT	1	Tax Rates of the Participants	12
SALE AND DISTRIBUTION OF THE BONDS	3	Estimated Debt Service Requirement Schedule	13
Award of the Bonds	3	INTRODUCTION	14
Prices and Marketability	3	RISK FACTORS	14
Securities Laws	3	General	14
MUNICIPAL BOND INSURANCE	3	Economic Factors and Interest Rates	15
RATING	3	Rental Homes	15
OFFICIAL STATEMENT SUMMARY	4	Undeveloped Acreage and Vacant Lots	16
SELECTED FINANCIAL INFORMATION	11	Dependence on Major Taxpayers and the Developer	16
Contract Revenue Bonds of the Master District	11	Operating Funds	16
Master District Debt Service Funds Available as of the		Increase in Costs of Building Materials and Labor	
Issuance of the Bonds	11	Shortages	16
Debt Service Requirements on the Bonds	12	Operational Expenses	17
{UPDATE}Status of Development as of July 10, 2026	12	No Reserve Fund	17

Potential Impact of Natural Disaster	17	Status of Development within the Service Area.....	41
Overlapping Debt and Tax Rates	17	Homebuilders within the Service Area.....	41
Maximum Impact on Contract Tax Rate	18	MAYFAIR.....	41
Competition.....	18	General	41
Debt Burden on Property Within the Service Area.....	18	PHOTOGRAPHS TAKEN WITHIN THE SERVICE AREA.....	42
Tax Collection Limitations	19	MASTER DISTRICT FINANCIAL DATA	43
Registered Owners' Remedies and Bankruptcy	19	Master District Debt Service Funds Available as of the	
Marketability	20	Issuance of the Bonds.....	43
Future Debt	20	Tax Rates of the Participants.....	44
Environmental Regulations.....	20	Estimated Direct and Overlapping Debt Statement.....	44
Approval of the Bonds.....	22	Debt Ratios.....	44
Changes in Tax Legislation	22	TAX DATA	44
Cybersecurity.....	22	Contract Tax.....	44
Atlas 14	22	Debt Service Tax.....	45
Special Flood Type Risks.....	22	Maintenance and Operations Tax	45
Continuing Compliance with Certain Covenants.....	23	Tax Rate Limitation of Participants	45
Bond Insurance Risk Factors.....	23	Analysis of Tax Base	45
THE BONDS.....	24	Principal Taxpayers.....	46
General.....	24	Tax Rate Calculations.....	46
Book-Entry-Only System	24	Estimated Overlapping Taxes	47
Replacement of Paying Agent/Registrar	26	TAXING PROCEDURES	47
Registration, Transfer and Exchange.....	26	Authority to Levy Taxes	47
Redemption Provisions	26	Property Tax Code and County-wide Appraisal District.....	47
Mutilated, Lost, Stolen or Destroyed Bonds.....	26	Property Subject to Taxation by the Participants	47
Record Date for Interest Payment.....	27	Tax Abatement	49
Authority for Issuance.....	27	Valuation of Property for Taxation	49
Outstanding Bonds.....	27	Participant and Taxpayer Remedies	50
Source of Payment.....	28	Levy and Collection of Taxes	50
Payment Record	28	Tax Payment Installments After Disaster	50
Contract Payments by the Participants	28	Rollback of Maintenance and Operations Tax Rate	51
Unconditional Obligation to Pay	28	Participant's Rights in the Event of Tax Delinquencies	52
Funds 29		LEGAL MATTERS.....	52
Issuance of Additional Debt	29	Legal Opinions	52
Annexation and Consolidation	29	No-Litigation Certificate	52
Strategic Partnership Agreement and Development		No Material Adverse Change	53
Agreement.....	30	TAX MATTERS.....	53
Defeasance	30	Opinion of Bond Counsel	53
Legal Investment and Eligibility to Secure Public Funds in		Alternative Minimum Tax	53
Texas.....	31	Other Tax Matters.....	53
No Arbitrage.....	31	Original Issue Discount.....	54
Registered Owners' Remedies	31	Bond Premium.....	54
USE AND DISTRIBUTION OF BOND PROCEEDS	33	Not Qualified Tax-Exempt Obligations.....	54
THE PARTICIPANTS	34	CONTINUING DISCLOSURE	54
Creation, Authority, and Description	34	Annual Reports.....	54
Authorized Bonds and Debt Service Tax.....	34	Material Event Notices	55
Operations.....	34	Availability of Information from EMMA.....	56
Contract Taxes.....	34	Limitations and Amendments.....	56
Maintenance and Operations Tax	34	Compliance with Prior Undertakings	56
Consolidation	35	OFFICIAL STATEMENT	56
Management	35	General	56
Financial Data.....	35	Experts	57
THE MASTER DISTRICT	35	Certification as to Official Statement.....	57
General.....	35	Updating of Official Statement.....	57
Location.....	35	CONCLUDING STATEMENT.....	57
Investment Authority and Investment Practices of the			
District	35	APPENDIX A - CERTAIN FINANCIAL INFORMATION	
Management of the Master District	36	REGARDING THE PARTICIPANT	
MASTER DISTRICT FACILITIES.....	36		
The Master District Contract	36	APPENDIX B - FINANCIAL STATEMENTS	
Description of the System	37	OF THE PARTICIPANT AND MASTER	
Regulation.....	39	DISTRICT	
THE DEVELOPER AND PRINCIPAL LANDOWNERS WITHIN THE			
SERVICE AREA.....	39		
The Role of a Developer.....	39		
Description of the Developer and Principal Landowners	39		
Development Financing.....	39		
Lot Sales Contracts	40		
DEVELOPMENT WITHIN THE SERVICE AREA.....	41		
General.....	41		

SALE AND DISTRIBUTION OF THE BONDS

Award of the Bonds

After requesting competitive bids for the Bonds, the District has accepted the bid of _____ (the "Initial Purchaser") to purchase the Bonds at the interest rates shown on the inside cover at a price of _____% of par, resulting in a net effective interest rate to the District _____%, as calculated pursuant to Chapter 1204, Texas Government Code, as amended. No assurance can be given that any trading market will be developed for the Bonds after their sale by the District to the Initial Purchaser. The District has no control over the price at which the Bonds are subsequently sold, and the initial yields at which the Bonds are priced and reoffered are established by and are the sole responsibility of the Initial Purchaser.

Prices and Marketability

The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the Date of Delivery (herein defined) of the Bonds stating the prices at which a substantial amount of the Bonds of each maturity has been sold to the public. For this purpose, the term "public" shall not include any person who is a bond house, broker, dealer or similar person or organization acting in the capacity of underwriter or wholesaler. Other than described in the Notice of Sale, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed from time-to-time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked prices of the Bonds may be greater than the difference between the bid and asked prices of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold or traded in the secondary market.

Securities Laws

No registration statement relating to the Bonds has been filed with the SEC, as amended, in reliance upon exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities acts of any other jurisdictions. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be offered, sold, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds should not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

MUNICIPAL BOND INSURANCE

The Master District has made an application to Assured Guaranty Inc. and Build America Mutual Assurance Company for a commitment for municipal bond guaranty insurance on the Bonds. The purchase of such insurance, if available, and payment of all associated costs, including the premium charged by the insurer, will be at the option and expense of the Initial Purchaser.

RATING

The District has not made an application for an underlying rating on the Bonds. It is not expected that the District would have been successful in receiving an investment grade rating on the Bonds.

OFFICIAL STATEMENT SUMMARY

The following material is qualified in its entirety by the more detailed information and financial statements appearing elsewhere herein. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE BONDS

Description.....	The \$7,200,000 Comal County Water Improvement District No. 3 Master District Contract Revenue Road Bonds, Series 2026 (the “Bonds”) are dated September 1, 2026, and mature on December 1 in the years and amounts set forth on the inside cover. Interest on the Bonds accrues from the initial date of delivery (on or about September 10, 2026) (“Date of Delivery”) at the rates per annum set forth on the inside cover and is payable on December 1, 2026, and each June 1 and December 1 thereafter until the earlier of maturity or redemption, and will be calculated on the basis of a 360-day year composed of twelve 30-day months. The Bonds are offered in fully registered form in integral multiples of \$5,000 of principal amount for any one (1) maturity. See “THE BONDS – General.”
Redemption Provisions	The Bonds maturing on and after December 1, 2032, are subject to redemption, in whole or from time to time in part, at the option of the Master District, beginning on December 1, 2031, and on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date of redemption. See “THE BONDS – Redemption Provisions.”
Book-Entry-Only System.....	The Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”), pursuant to the Book-Entry-Only System discussed herein. Beneficial ownership of the Bonds may be acquired in principal denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the beneficial owners of the Bonds. Principal of and interest on the Bonds will be payable by the office of the paying agent/registrar, initially BOKF, NA, Dallas, Texas, to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry-Only System.”
Outstanding Bonds	The Master District has previously issued one series of Contract Revenue Bonds: \$13,900,000 Contract Revenue Bonds (Water, Sewer, and Drainage Facilities), Series 2026. At the time of delivery of the Bonds, \$13,900,000 will remain outstanding (the “Outstanding Bonds”). Such Contract Revenue Bonds (defined herein) issued for the Master District Facilities (defined herein) are payable from and secured by payments received by the Participants (defined herein).
Source of Payment	Principal of and interest on the Bonds are payable from and secured by contract payments (the “Contract Payments”) required to be paid to the Master District from the districts within the Service Area (herein defined) that (i) have approved the Master District Contract (herein defined) after approval of such contract by the district’s voters at an election called for such purpose, and (ii) are receiving services from the Master District (the “Participants”). Such contract payments are payable from proceeds of an annual ad valorem tax, without legal limit as to rate or amount, levied by each Participant (currently only Comal County Water Improvement District No. 3A, or “WID 3A”) or from other revenues available to such Participant

("Contract Payments"). The Master District will establish a debt service fund to pay the principal of and interest on the Contract Revenue Road Bonds (herein defined), such as the Bonds, (the "Contract Revenue Road Debt Service Fund"). The Master District will establish a debt service fund to pay the principal of and interest on the Contract Revenue Road Bonds (herein defined) to be issued by the Master District in the future (the "Contract Revenue Road Debt Service Fund"). The payment of Contract Payments by Participants and use of such proceeds by the Master District to pay debt service on the Bonds is governed by the Amended and Restated Contract for Financing, Operation and Maintenance of Regional Water, Sanitary Sewer and Drainage Facilities; and Road Facilities (the "Master District Contract"), which currently has only been entered into between the Master District and WID 3A. By execution of the Master District Contract, each Participant has agreed or will agree to pay a pro rata share of the debt service on the Contract Revenue Road Bonds (herein defined), including the Bonds, which share is based upon the appraised valuation subject to taxation plus amounts equal to any optional exemption or special appraisal value granted or adopted by a Participant, and any optional exemption or special value claimed by a landowner due to use for agricultural, open space, timberland, or other similar uses (the "Gross Certified Assessed Valuation") of each Participant as a percentage of the Gross Certified Assessed Valuation of all Participants, calculated annually. Each Participant is contractually obligated to make the Contract Payments from the proceeds of an annual ad valorem tax, without legal limit as to rate or amount, levied by such Participant for such purpose on all taxable property within its boundaries (the "Contract Tax"), from revenues derived from the operations of such Participant's water distribution and wastewater collection systems, or from any other lawful sources of such Participant's income. No Participant is liable for the payments owed by any other Participant; however, failure of any Participant to make its Contract Payment, as required by the Master District Contract, could result in an increase in the Contract Payment amount paid by each of the Participants during the time that such Participant's payment is delinquent, as the Participants would have to replenish its respective coverage in the Master District debt service fund.

WID 3A is currently the only Participant; therefore, WID 3A will be responsible for paying 100% of the debt service payments on the Bonds through the Contract Payments made to the Master District from the proceeds of WID 3A's Contract Tax, until such time as there are additional Participants within the Service Area, if ever.

The Bonds are special obligations of the Master District and are not obligations of the State of Texas; Comal County, Texas; the City of New Braunfels, Texas; the Participant; or any entity other than the District. See "THE BONDS – Source of Payment," "THE BONDS – Unconditional Obligation to Pay," and "THE PARTICIPANTS – Contract Taxes."

Contract Revenue Bonds..... The Master District has issued, and is expected to issue additional contract revenue bonds (Contract Revenue System Bonds) (herein defined) for the purpose of constructing or acquiring regional water, wastewater, and drainage facilities to serve the Service Area (the "Master District System Facilities"), and the Master District is expected to issue, in the future, additional contract revenue bonds

for the Master District System Facilities. The Master District is issuing the Bonds, and is expected to issue additional bonds for the purpose of constructing or acquiring a regional road system to serve the Service Area (the “Master District Road Facilities”). The Master District System Facilities and Master District Road Facilities are collectively referred to as the “Master District Facilities.” The Bonds and any contract revenue road bonds issued for the purpose of constructing or acquiring the Master District Road Facilities are referred to herein as “Contract Revenue Road Bonds,” and any contract revenue bonds issued for the purpose of constructing or acquiring the Master District System Facilities are referred to herein as the “Contract Revenue System Bonds.” The Contract Revenue System Bonds and Contract Revenue Road Bonds are collectively referred to as the “Contract Revenue Bonds.” See “INVESTMENT CONSIDERATIONS – General,” “MASTER DISTRICT FINANCIAL DATA – Tax Rates of the Participants,” and “THE BONDS – Authority for Issuance.”

Authority for Issuance.....	The Bonds are issued by the Master District pursuant to the Master District Contract, the terms and conditions of the bond resolution (the “Bond Resolution”) adopted by the Board of Directors of the Master District (the “Board”) on the date of sale of the Bonds, Article III, Section 52 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, an election held within the Master District and passed by a majority of the participating voters, and the general laws of Texas relating to the issuance of bonds by political subdivisions in Texas. See “THE BONDS – Authority for Issuance,” “THE BONDS – Issuance of Additional Debt,” “MASTER DISTRICT CONTRACT,” and “RISK FACTORS – Future Debt.”
Payment Record.....	The District has timely made all payments of principal and interest due on its bond indebtedness. See “THE BONDS – Source of Payment.” See “THE BONDS – Source of Payment.”
Use and Distribution of Bond Proceeds	Proceeds from the sale of the Bonds will be used to reimburse the Developer (herein defined) for costs associated with the construction of the Master District Road Facilities shown under “USE AND DISTRIBUTION OF BOND PROCEEDS.” Additionally, proceeds from the sale of the Bonds will be used to pay: developer interest; eighteen (18) months of capitalized interest; and other certain costs associated with the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”
Municipal Bond Insurance	The Master District has made an application to Assured Guaranty Inc. and Build America Mutual Assurance Company for a commitment for municipal bond guaranty insurance on the Bonds. The purchase of such insurance, if available, and payment of all associated costs, including the premium charged by the insurer, will be at the option and expense of the Initial Purchaser. See “MUNICIPAL BOND INSURANCE.”
Rating.....	The District has not made an application for an underlying rating on the Bonds. It is not expected that the District would have been successful in receiving an investment grade rating on the Bonds. See “RATING.”
Not Qualified Tax-Exempt Obligations	The District will NOT designate the Bonds as “Qualified Tax-Exempt Obligations” for financial institutions. See “TAX MATTERS – Qualified Tax-Exempt Obligations.”
General & Bond Counsel.....	The Muller Law Group, PLLC, Sugar Land, Texas.

Disclosure Counsel McCall, Parkhurst & Horton L.L.P., Austin, Texas.
 Financial Advisor Cedar Creek Municipal Advisors, LLC, Houston, Texas.
 Engineer Pape-Dawson Engineers, LLC, New Braunfels, Texas.
 Paying Agent/Registrar BOKF, NA, Dallas, Texas.

THE MASTER DISTRICT

Description Comal County Water Improvement District No. 3 Master District (the “District” or the “Master District”) is a political subdivision of Texas, created pursuant to an Order Dividing into Three Districts, adopted by Comal County Water Improvement District No. 3 (the “Original District”) on February 9, 2024, as authorized by House Bill 3941, 83rd Legislative Session, Regular Session 2013 Chapter 1122 (HB 3941), effective June 14, 2013, as codified in Chapter 8489 of the Texas Special District Local Laws Code (the “Act”). The District operates pursuant to the Act; Article XVI, Section 59 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and Article III, Section 52 of the Texas Constitution. The Service Area (herein defined) is located within the extraterritorial jurisdiction of the City of New Braunfels, Texas (“City”) and wholly within Comal County (“County”). The Service Area is located in the east portion of the County, approximately 7 miles from the central business district of the City. See “THE MASTER DISTRICT – General” and “– Location.”

The Original District was created encompassing approximately 1,984 acres and excluded approximately 96 acres on September 12, 2022. On February 9, 2024, the Original District divided into three municipal utility districts: the Master District, WID 3A, and Comal County Water Improvement District No. 3B (“WID 3B”). Currently the Master District is approximately 15.25 acres. No taxable improvements will be constructed in the Master District. See “THE PARTICIPANTS – Contract Taxes.”

Service Area The Master District serves as the provider or financier of regional water, wastewater, drainage, and road facilities (the “Master District Facilities”) to the approximate 1883-acre service area (the “Service Area”) comprised of the Master District, WID 3A, and WID 3B. The Service Area is generally bounded on the west by IH-35 and on the south by Kohlenberg Rd., as more particularly described in the Master District Contract. The Service Area is primarily being developed by Southstar at Mayfair (herein defined) as the master-planned community of Mayfair. As the only district in the Service Area to (i) have approved the Master District Contract; after approval of such contract by the district’s voters at an election called for such purpose, and (ii) be receiving services from the Master District, WID 3A is currently the only Participant. WID 3B has not approved the Master District Contract and is not currently receiving services from the Master District; therefore, it is not currently considered a Participant, though it may become a Participant in the future.

The Master District is not developing taxable value within its boundaries and is not receiving services as a Participant, and the Master District is not intended to become a Participant in the future.

The Master District System Facilities to be financed by the Bonds are for the benefit of the Service Area. The Participants shall be required by the Master District Contract to make Contract Payments for

payment of the debt service on the Bonds. As the only Participant currently within the Service Area, WID 3A is currently the only Participant for purposes of making Contract Payments to the Master District for payment of the Bonds. If other municipal utility districts become active within the Service Area, and their voters approve the Master District Contract, such district would then become a Participant pursuant to the Master District Contract and be required to pay their respective pro-rata shares of debt service payments on the Bonds and any additional Contract Revenue Bonds through the payment of their respective Contract Payments.

The Master District Contract provides that the Service Area may not be modified to decrease in size unless approved by the Master District and all Participants within the Service Area, and, if the Master District has issued Contract Revenue Bonds, the approval of the bondholders is required pursuant to the terms of the Master District's Bonds. The Service Area may not be enlarged without the consent of at least two-thirds of the boards of directors of the District's that are: (A) included in the Service Area as proposed to be enlarged; or (B) served by the Master District Facilities or services provided in the Master District Contract.

Developer and Principal Landowners

Within the Service Area..... Southstar at Mayfair Developer, LLC, a Texas limited liability company ("Southstar at Mayfair" or the "Developer"), is the primary developer of land within the Service Area. Southstar at Mayfair is a thinly capitalized limited partnership whose assets consist of the land in the District and within the Mayfair development and the receivables due from the District for development costs. Southstar at Mayfair is a single purpose entity formed for the purpose of developing the land it owns in the District and within the Mayfair development. Southstar at Mayfair has entered into a management agreement with Southstar Communities Operations LLC, a Delaware limited liability company ("Southstar"), for the purpose of managing the day-to-day development activities within the District. Southstar and the Southstar at Mayfair are under common ownership and control.

Southstar at Mayfair has sold certain sections within WID 3A to other development entities as described herein to develop the internal water, wastewater, and drainage facilities within those sections. Such development entities may be referred to herein as "POD Developers." Southstar at Mayfair has retained all reimbursement rights for the Master District Facilities and the internal facilities of the Service Area.

Approximately 37.315 acres within WID 3A have been developed as Parcel E-9N by Ranch Road Mayfair, LLC, a Texas limited liability company ("Ranch Road Mayfair"). All horizontal infrastructure to serve Parcel E-9N is now complete.

Felder CND Mayfair LLC, a Texas limited liability company ("Felder CND") developed approximately 34.46 acres within WID 3A as Parcel E-6 comprised of 194 completed lots. All horizontal infrastructure to serve Parcel E-6 is now complete and Felder Homes and David Weekley Homes are constructing the homes within Parcel E-6.

See "THE DEVELOPER AND PRINCIPAL LANDOWNERS – Description of the Developer and Principal Landowners" and "DEVELOPMENT WITHIN THE SERVICE AREA."

Development within the Service Area	To date, development within the Service Area has only occurred within the boundaries of WID 3A. Within WID 3A, approximately 196.63 acres (966 lots) have been developed into the single-family residential subdivision of Parcel E-6, Parcel E-8, Unit 1 & 2, Parcel E-9N, Parcel E-9S, and Parcel E-12. As of July 10, 2026, 271 homes were complete (206 occupied, 52 unoccupied, and 13 models), 259 homes were under construction, and 436 lots were developed and vacant. The remaining land within WID 3A consists of approximately 85.96 acres under development, approximately 186.26 remaining developable acres, and approximately 19 undevelopable acres. The remaining land within the Service Area consists of approximately 1,394.85 undeveloped acres. See “DEVELOPMENT WITHIN THE DISTRICT – Status of Development within the District.”
Homebuilders Active within the Service Area	Homebuilders active within the Service Area include: Empire Homes, Perry Homes; Highland Homes; Coventry Homes; Toll Brothers; David Weekley Homes; Scott Felder Homes; and DR Horton Homes. The homes being marketed in the Service Area range in price from approximately \$292,000 to over \$810,000.
Master District Facilities	The Master District, in its capacity as the provider of the Master District Facilities, will construct or finance the construction of the Master District Facilities for the benefit of the Service Area. The Master District will continue to own and operate the Master District Facilities, with the exceptions of water and sanitary sewer facilities, which have been or will be conveyed to the City, and the roads, which have been or will be conveyed to the County. See “RISK FACTORS – Maximum Impact on Contract Tax Rate” and “MASTER DISTRICT FACILITIES.”
Strategic Partnership Agreement.....	The Original District entered into an agreement with the City for the Service Area (the “Strategic Partnership Agreement”). The Strategic Partnership Agreement provides, among other things, the terms under which the City can annex or dissolve the districts created by the division of the Original District, including the Master District and WID 3A. If the Master District is dissolved pursuant to the Strategic Partnership Agreement, if ever, the Bonds and any additional Contract Revenue Bonds issued by the Master District will become obligations of the City. See “THE BONDS – Annexation and Consolidation” and “Strategic Partnership Agreement and Development Agreement.”

THE MASTER DISTRICT CONTRACT

Participants.....	The Participants (currently only WID 3A) have entered into or are anticipated to enter into the Master District Contract with the Master District. Each Participant is a municipal utility district organized and operating pursuant to Article XVI, Section 59, and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, to provide water, wastewater, drainage, and road facilities to serve the area within their boundaries. See “THE PARTICIPANTS.”
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Operational Revenues..... In addition to obligating each Participant to pay its Contract Payments, the Master District Contract also obligates each Participant to pay monthly charges to the Master District. The monthly charges paid by each Participant to the Master District will be used to pay operations and maintenance expenses and to provide an operation and maintenance reserve. The Master District Contract provides that each Participant will establish, maintain, and, from time to time, adjust its rates, fees, and charges for use of its water distribution and wastewater collection services, or for the availability of such services, to the end that the gross revenues therefrom together with any taxes levied in support thereof and funds received from any other lawful source will be sufficient at all times to pay all operation and maintenance expenses of the Participant's water distribution and wastewater collection systems and its obligation to the Master District under the Master District Contract, including its obligation to pay its Contract Payments. See "MASTER DISTRICT CONTRACT."

RISK FACTORS

THE BONDS ARE SUBJECT TO CERTAIN INVESTMENT RISKS. PROSPECTIVE PURCHASERS SHOULD REVIEW THIS ENTIRE OFFICIAL STATEMENT BEFORE MAKING AN INVESTMENT DECISION, INCLUDING PARTICULARLY THE SECTION HEREIN ENTITLED "RISK FACTORS."

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SELECTED FINANCIAL INFORMATION

(UNAUDITED)

Contract Revenue Bonds of the Master District

2025 Gross Assessed Valuation of the Participants..... (100% of the taxable value as of January 1, 2025)	\$ 86,272,434	(a)
Preliminary 2026 Gross Assessed Valuation of the Participants..... (100% of the preliminary taxable value as of January 1, 2026)	\$ 236,015,705	(b)
Estimated Gross Assessed Valuation of the Participants as of April 1, 2026 (100% of the estimated taxable value as of April 1, 2026)	\$ 251,564,798	(c)
Direct Debt:		
The Outstanding Bonds (as of the Date of Delivery).....	\$ 13,900,000	
The Bonds	<u>\$ 7,200,000</u>	
Total.....	\$ 21,100,000	
Estimated Overlapping Debt.....	<u>\$ 9,398,703</u>	(d)
Total Direct and Estimated Overlapping Debt	\$ 30,498,703	
Direct Debt Ratios:		
Based on the 2025 Gross Assessed Valuation of the Participants	24.46	%
Based on the Preliminary 2026 Gross Assessed Valuation of the Participants	8.94	%
Based on the Estimated Gross Assessed Valuation of the Participants as of April 1, 2026.....	8.39	%
Direct and Estimated Overlapping Debt Ratios:		
Based on the 2025 Gross Assessed Valuation of the Participants	35.35	%
Based on the Preliminary 2026 Gross Assessed Valuation of the Participants	12.92	%
Based on the Estimated Gross Assessed Valuation of the Participants as of April 1, 2026.....	12.12	%

Master District Debt Service Funds Available as of the Issuance of the Bonds

Contract Revenue System Debt Service Fund Balance (as of July 10, 2026)	\$ 1,094,625	(e)(h)
Contract Revenue Road Debt Service Fund Balance (as of Date of Delivery).....	\$ 684,000	(f)(h)
Operating Fund Balance (as of July 10, 2026).....	\$ 12,811	(g)

-
- (a) Represents the gross assessed valuation of all taxable property located within the Participant as of January 1, 2025, as provided by the Comal Appraisal District ("the Appraisal District"). The Participant's tax roll is certified by the Appraisal Review Board. See "TAX DATA" and "TAXING PROCEDURES."
- (b) Provided by the Appraisal District as the preliminary gross value as of January 1, 2026. This value represents the preliminary determination of the taxable value in the District as of January 1, 2026, provided by the Appraisal District. No taxes will be levied on this value, which is subject to review and downward adjustment. See "TAXING PROCEDURES."
- (c) Provided by the Appraisal District for informational purposes only. This amount is an estimate of the value of all taxable property located within all Participants as of April 1, 2026, and includes the gross estimate of values resulting from the construction of taxable improvements from January 1, 2025, through April 1, 2026. No taxes will be levied against this amount. See "TAX DATA" and "TAXING PROCEDURES."
- (d) See "MASTER DISTRICT FINANCIAL DATA" – Estimated Direct and Overlapping Debt Statement."
- (e) Neither Texas law nor the Bond Resolution requires that the District maintain any particular sum in the Contract Revenue System Debt Service Fund (herein defined). The funds in the Contract Revenue System Debt Service Fund are pledged only to pay debt service on the Bonds or any additional Contract Revenue System Bonds (defined herein) the District may hereafter issue.
- (f) Represents eighteen (18) months of capitalized interest to be deposited on the Date of Delivery. Neither Texas law nor the Bond Resolution requires that the Master District maintain any particular sum in the Contract Revenue Road Debt Service Fund. Money deposited into the Contract Revenue Road Debt Service Fund can only be used to pay debt service on the Bonds (defined herein), such as the Bonds.
- (g) See "RISK FACTORS – Operating Funds."
- (h) Each Participant is obligated to pay its pro rata share of debt service on the Contract Revenue Bonds issued for the purposes of acquiring or constructing the Master District Facilities (defined herein) by the dates specified by the Master District. See "THE BONDS – Contract Payments by the Participants".

Debt Service Requirements on the Bonds

Estimated Average Annual Debt Service Requirement
on the Outstanding Bonds and the Bonds (2026-2050)..... \$ 1,465,869 (a)

Estimated Maximum Annual Debt Service Requirement
on the Outstanding Bonds and the Bonds (2050)..... \$ 1,512,197 (a)

Contract Tax Rate per \$100 of Assessed Valuation Required to Pay the
Average Annual Debt Service Requirement on the Outstanding Bonds and the Bonds (2026-2050)

at 95% Tax Collections:

Based on the 2025 Gross Assessed Valuation of the Participants \$ 1.79

Based on the Preliminary 2026 Gross Assessed Valuation of the Participants \$ 0.66

Based on the Estimated Gross Assessed Valuation of the
Participants as of April 1, 2026 (\$251,564,798)..... \$ 0.62

Contract Tax Rate per \$100 of Assessed Valuation Required to Pay the
Maximum Annual Debt Service Requirement on the Outstanding Bonds and the Bonds (2050)

at 95% Tax Collections:

Based on the 2025 Gross Assessed Valuation of the Participants \$ 1.85

Based on the Preliminary 2026 Gross Assessed Valuation of the Participants \$ 0.68

Based on the Estimated Gross Assessed Valuation of the
Participants as of April 1, 2026 (\$251,564,798)..... \$ 0.64

(a) Debt service on the Bonds is estimated at an interest rate of 4.75%. See "SELECTED FINANCIAL INFORMATION - Estimated Debt Service Requirement Schedule."

{UPDATE} Status of Development as of July 10, 2026

District	Total Acreage	Completed Lots	Occupied Completed Homes	Unoccupied Completed Homes	Homes Under Construction	Vacant Developed Lots	Lots Under Development
Master District	15.25	-	-	-	-	-	-
WID 3A	488.10	966	206	65 (a)	259	436	358
Total	503.35	966	206	65	259	436	358

Estimated Population of the Service Area: 721 (b)

(a) Includes 13 model homes.

(b) Based upon 3.5 average residents per occupied completed home.

Tax Rates of the Participants

Participant	2025 Road Debt Service Tax Rate	2025 Utility Debt Service Tax Rate	2025 Maintenance Tax Rate	2025 Contract Tax Rate	Total 2025 Tax Rate
WID 3A	\$ 0.000	\$ 0.000	\$ 0.950	\$ 0.00	\$ 0.950

Estimated Debt Service Requirement Schedule

The following schedule sets forth the principal and estimated interest requirements for the Bonds, assuming the Bonds are issued at an interest rate of 4.75%. Totals may not sum due to rounding.

Year Ending 12/31	Outstanding Debt Service	The Bonds		Total Debt Service
		Principal	Interest	
2026	\$ 280,494	\$ -	\$ -	\$ 280,494
2027	957,294	170,000	344,019	1,471,313
2028	952,144	175,000	336,003	1,463,147
2029	951,019	185,000	327,809	1,463,828
2030	943,594	195,000	319,141	1,457,734
2031	940,194	205,000	309,997	1,455,191
2032	935,494	210,000	300,319	1,445,813
2033	929,494	220,000	290,463	1,439,956
2034	922,194	235,000	280,191	1,437,384
2035	921,294	245,000	269,147	1,435,441
2036	927,894	255,000	257,628	1,440,522
2037	933,494	265,000	245,634	1,444,128
2038	938,094	280,000	233,225	1,451,319
2039	941,694	290,000	220,044	1,451,738
2040	949,294	305,000	206,447	1,460,741
2041	954,956	320,000	192,138	1,467,094
2042	958,606	335,000	177,116	1,470,722
2043	960,981	350,000	161,381	1,472,363
2044	967,081	365,000	144,934	1,477,016
2045	970,800	385,000	127,834	1,483,634
2046	977,050	405,000	109,784	1,491,834
2047	981,500	420,000	90,725	1,492,225
2048	984,150	440,000	71,013	1,495,163
2049	990,000	460,000	50,350	1,500,350
2050	998,400	485,000	28,797	1,512,197
Total	\$23,167,206	\$ 7,200,000	\$ 5,094,138	\$ 35,461,344

Estimated Average Annual Requirement
on the Outstanding Bonds and the Bonds (2026–2050)..... \$1,465,869

Estimated Maximum Annual Requirement
on the Outstanding Bonds and the Bonds on the Bonds (2050)..... \$1,512,197

PRELIMINARY OFFICIAL STATEMENT

relating to

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3 MASTER DISTRICT

(A political subdivision of the State of Texas, located within Comal County)

\$7,200,000

Contract Revenue Road Bonds

Series 2026

INTRODUCTION

This Preliminary Official Statement provides certain information in connection with the issuance by Comal County Water Improvement District No. 3 Master District (the “District” or the “Master District”) of the \$7,200,000 Comal County Water Improvement District No. 3 Master District Contract Revenue Road Bonds, Series 2026 (the “Bonds”).

The Bonds are issued by the Master District pursuant to the Master District Contract (defined herein); the terms and conditions of the bond resolution (the “Bond Resolution”) adopted by the Board of Directors of the Master District (the “Board”) on the date of sale of the Bonds; and pursuant to Article III, Section 52 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended,, an election held within the Master District and passed by a majority of the participating voters, and the general laws of Texas relating to the issuance of bonds by political subdivisions in Texas.

Unless otherwise indicated, capitalized terms used herein have the same meaning assigned to such terms in the Bond Resolution.

Included herein are descriptions, among others, of the Bonds, the Bond Resolution, and certain other information about the Participants (herein defined), the Master District, the approximately 1883-acre service area (the “Service Area”) to be provided with the Master District Facilities (herein defined), the Developer (herein defined) and the Amended and Restated Contract for Financing, Operation and Maintenance of Regional Water, Sanitary Sewer, and Drainage Facilities; and Road Facilities entered into by the Participant and the Master District (the “Master District Contract”). ALL DESCRIPTIONS OF DOCUMENTS CONTAINED HEREIN ARE ONLY SUMMARIES AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO EACH SUCH DOCUMENT. Copies of such documents may be obtained from Bond Counsel (herein defined) at 202 Century Square Boulevard, Sugar Land, Texas 77478, or during the offering period from the Financial Advisor (herein defined) at 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056, upon payment of reasonable copying, mailing and handling charges.

RISK FACTORS

General

The Master District is issuing the Bonds for the purpose of constructing or acquiring a regional road system to serve the Service Area (the “Master District Road Facilities”). The Master District Contract defines the “Service Area” as the approximate 1883 acres consisting of the Master District, Comal County Water Improvement District No. 3A (“WID 3A”), and Comal County Water Improvement District No. 3B (“WID 3B”), all as more particularly described in the Master District Contract. The Service Area is being primarily developed by Southstar at Mayfair (herein defined) as the master-planned community of Mayfair, and is generally bounded on the west by IH-35 and on the south by Kohlenberg Rd. WID 3A is currently the only district within the Service Area that (i) has approved the Master District Contract (defined herein), after approval of such contract by WID 3A’s voters at an election called for such purpose, and (ii) is receiving services from the Master District. As such, WID 3A is currently the only “Participant,” pursuant to the Master District Contract. WID 3B (i) has not approved the Master District Contract and (ii) is not currently receiving services from the Master District; therefore, it is not currently considered a Participant, though it may become a Participant in the future. The Master District is not developing taxable value within its boundaries and is not receiving services as Participant, and the Master District is not intended to become a Participant in the future.

The Bonds are special obligations of the Master District and are not obligations of Texas; Comal County, Texas (the “County”); the City of New Braunfels, Texas (the “City”); the Participants (hereinafter defined); or any entity other than the Master District, and are payable solely from the revenues pledged thereto. Contract Revenue Road Bonds issued by the Master District for the purpose of constructing or acquiring the Master District Road Facilities, including the Bonds, are payable solely from and to the extent of certain contract

payments received by the Master District from the Participants pursuant to the Master District Contract, with each participant's annual contract payment being equal to its pro rata share of annual debt service on the Master District's contract revenue road bonds, including the Bonds, plus all charges and expenses of paying agents and registrars, and all amounts required to establish and maintain funds, established under the Bond Resolution, based upon the appraised valuation subject to taxation plus amounts equal to any optional exemption or special appraisal value granted or adopted by a Participant (the "Gross Certified Assessed Valuation") of each such Participant as a percentage of the total Gross Certified Assessed Valuation of all Participants (the "Contract Payments"). Each Participant is contractually obligated to make the Contract Payments from the proceeds of an annual ad valorem tax, without legal limit as to rate or amount, levied by such Participant for such purpose on taxable property within its boundaries (the "Contract Tax"), from revenues derived from the operations of such Participant's water distribution and wastewater collection systems, or from any other lawful sources of such Participant's income. **The obligations of the Participants to make Contract Payments are several, not joint, obligations prorated among the Participants based upon the proportions of the Gross Certified Assessed Valuation of property within their respective boundaries to the total Gross Certified Assessed Valuation of property within all Participants, as described herein.** No Participant is obligated to pay the Contract Payments allocated to any other Participant; however, lack of payment by any Participant could result in an increase in the Contract Payment amount paid by each of the other Participants during the time that such Participant's payment is delinquent as the Master District may include a reserve amount in the Contract Payment due from each Participant. The security for payment of the principal of and interest on the Bonds by the Master District, therefore, depends on the ability of each Participant to collect annual ad valorem taxes (without legal limit as to rate or amount) levied on taxable property within its boundaries sufficient to make its Contract Payments. The collection by each Participant of delinquent taxes owed to it may be a costly and lengthy process. See "RISK FACTORS – Registered Owners' Remedies and Bankruptcy" and "THE BONDS – Source of Payment."

Currently, as the only Participant, WID 3A is responsible for paying 100% of the debt service on the Bonds through its Contract Payments to the Master District from the proceeds of its Contract Tax.

Economic Factors and Interest Rates

The rate of development of the Service Area is directly related to the vitality of the residential and commercial industry in the San Antonio area. New residential construction can be significantly affected by factors such as interest rates, construction costs, and consumer demand. Decreased levels of residential construction activity would restrict the growth of property values within the Service Area. The Master District and Participant cannot predict the pace or magnitude of any future development within the Service Area. See "DEVELOPMENT WITHIN THE SERVICE AREA."

Interest rates and the availability of mortgage and development funding have a direct impact on the construction activity, particularly short-term interest rates at which developers are able to obtain financing for developmental costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the Service Area. Because of the numerous and changing factors affecting the availability of funds, the Master District is unable to assess the future availability of such funds for continued construction within the Service Area. In addition, since the Service Area is located approximately 5 miles northeast of downtown New Braunfels, the success of development within the Service Area and growth of Service Area taxable property values are, to a great extent, a function of the San Antonio and regional economies. A downturn in the economic conditions of San Antonio and the nation could adversely affect development and home-building plans within the Service Area and restrain the growth of the Service Area's property tax base.

Rental Homes

All 217 homes within Parcel E-9S of the District are being developed by Empire Homes as a single-family residential rental community known as Village at Mayfair. To date, approximately 19.74 acres (217 lots) within the District have been developed for rental home use. Of these, 51 homes have been completed (19 occupied, 30 unoccupied, and 2 designated as model homes), and 166 homes were under construction.

It is anticipated that Empire Homes will continue to own all of the homes constructed in Village at Mayfair and will continue to be a principal taxpayer. On the 2025 certified tax roll, such taxpayer represents a total of \$2,732,250 or 3.17% of the 2025 Taxable Assessed Valuation of \$86,272,434. See "TAX DATA—Principal Taxpayers."

Empire Homes as the owner of the homes in Village at Mayfair, is responsible for the payment of property taxes,

maintenance of the homes and the landscape maintenance of the front yards.

Undeveloped Acreage and Vacant Lots

To date, there are approximately 186.26 undeveloped but developable acres within the Service Area that have not been provided with water, wastewater, drainage, road, and other facilities necessary for the construction of taxable improvement. In addition, there are 436 vacant developed lots within the Service Area. The Master District makes no representation as to when or if development of the undeveloped but developable acreage will occur or that the lot sales and building program will be successful. See “DEVELOPMENT WITHIN THE SERVICE AREA.”

Dependence on Major Taxpayers and the Developer

The top 10 principal taxpayers within the Service Area represent \$41,251,396, or approximately 47.82%, of the 2025 Gross Certified Assessed Valuation of the Participant. Southstar at Mayfair Developer, LLC, a Texas limited liability company (“Southstar at Mayfair” or the “Developer”), represents \$20,015,743, or approximately 23.20% of such value. See “TAX DATA – Principal Taxpayers.” If Southstar at Mayfair, any principal taxpayer or a combination of taxpayers were to default in the payment of taxes in an amount which exceeds the amount in the debt service fund created to pay debt service on bonds issued for the Master District System Facilities including the Bonds (the “Contract Revenue System Debt Service Fund”), the ability of the Master District to make timely payment of debt service on the Bonds would be dependent on the ability of the Participant to enforce and liquidate their tax liens, which is a time consuming process. Failure to recover or borrow funds in a timely fashion could result in an Participant being forced to set an excessive tax rate, hindering growth and leading to further defaults in the payment of taxes. The Master District is not required by law or the Bond Resolution to maintain any specified amount of surplus in its Contract Revenue System Debt Service Fund. See “RISK FACTORS – Tax Collection Limitations,” “TAXING PROCEDURES – Levy and Collection of Taxes,” and “APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT.”

Neither the Developer nor any future developer is obligated to implement development plans on any particular schedule or at all. Thus, the furnishing of information related to any proposed development should not be interpreted as such a commitment. The Master District makes no representation about the probability of development continuing in a timely manner or about the ability of the Developer or any other landowner within the Service Area to implement any plan of development. Furthermore, there is no restriction on any landowner’s right to sell land. The Master District can make no prediction as to the effects that current or future economic or governmental circumstances may have on any plans of the Developer or any other landowner. See “THE DEVELOPER AND PRINCIPAL LANDOWNERS WITHIN THE SERVICE AREA.”

Operating Funds

Each Participant is obligated to pay monthly charges to the Master District for its share of the Master District’s operation and maintenance expenses in connection with the Master District’s provision of service from the Master District Facilities. See “Operational Expenses” below. The Master District’s general fund balance as of July 10, 2026, was \$12,811. The revenue produced from the Monthly Charges (defined herein) in subsequent years may not be sufficient to offset the operating expenses of the Master District. Continued maintenance of positive general fund balance will depend upon (1) cash subsidies from the Developer(s) and (2) continued development and increased amounts of maintenance tax revenue from the Participants.

Increase in Costs of Building Materials and Labor Shortages

As a result of supply issues, shipping constraints, and ongoing trade disputes (including tariffs), there have been recent substantial increases in the cost of lumber and other building materials, causing many homebuilders and general contractors to experience budget overruns. Further, the unpredictable nature of current trade policy (including the threatened imposition of tariffs) may impact the ability of the developer or homebuilders in the Participant to estimate costs. Additionally, immigration policies may affect the State’s workforce, and any labor shortages that could occur may impact the rate of construction within the Participant. Uncertainty surrounding availability and cost of materials may result in decreased levels of construction activity, and may restrict the growth of property values in the District. The Master District makes no representations regarding the probability of development or homebuilding continuing in a timely manner or the effects that current or future economic or governmental circumstances may have on any plans of the developers or homebuilders.

Operational Expenses

Each Participant is obligated to pay monthly charges to the Master District for its share of the Master District's operation and maintenance expenses in connection with the Master District's provision of service from the Master District Facilities. The monthly charges paid by each Participant to the Master District is used to pay each Participant's share of operation and maintenance expenses and to provide for an operation and maintenance reserve equivalent to three (3) months of operation and maintenance expenses. Each Participant's share of operation and maintenance expenses and reserve requirements is based upon a "unit cost" of operation and maintenance expense and reserve requirements, calculated by the Master District and expressed in terms of "cost per equivalent single-family residential connection." Each Participant's monthly payment to the Master District for operation and maintenance expenses will be calculated by multiplying the number of equivalent single-family residential connections ("ESFCs") reserved to each Participant on the first day of the previous month by the unit cost per ESFC. The monthly cost per ESFC being charged by the Master District to each Participant presently is \$31.91 for water and wastewater services and \$28.50 for firefighting services for fiscal year 2026. See "MASTER DISTRICT FACILITIES." Residents in the Service Area also pay a renewal and replacement fee of \$0.40 per 1,000 gallons of water used and a surface water fee of \$3.20 per 1,000 gallons of water used to the City.

No Reserve Fund

The Bonds will be issued pursuant to the Bond Resolution wherein the Contract Payments will be pledged to payment of debt service on the Bonds. The Bond Resolution confirms the Contract Revenue Road Debt Service Fund but does not create designated reserve funds. Each Participant's pro rata share of the Contract Payments is calculated by the Master District. The Master District's annual calculation of the debt service requirement to be paid by the Participants shall include no more than the sum of next year's annual debt service requirements and, at the option of the Master District, up to 50% of the following year's annual debt service requirements to establish a replenishment amount in the debt service fund, which when paid by the Participants, will be deposited into the debt service fund. Delay or failure of any Participant to pay its pro rata share of the debt service requirements may adversely affect payment of the Bonds. There is no trust estate or trust indenture securing the payment of the Bonds and no trustee to enforce a mandamus action on behalf of Registered Owners (herein defined). Any action in mandamus as a result of a payment or other default under the Bond Resolution would have to be brought by the Registered Owners themselves against the Master District, and such an action would not necessarily operate to enforce rights against other Participants. See "RISK FACTORS – Registered Owners' Remedies and Bankruptcy."

Potential Impact of Natural Disaster

The Service Area could be impacted by a natural disaster such as wide-spread fires, earthquakes, or weather events such as hurricanes, tornados, tropical storms, or other severe weather events that could produce high winds, heavy rains, hail, and flooding. In the event that a natural disaster should damage or destroy improvements and personal property in the Service Area, the assessed value of such taxable properties could be substantially reduced, resulting in a decrease in the taxable assessed value of the Service Area or an increase in the Service Area's tax rates. See "TAXING PROCEDURES – Reappraisal of Property after Disaster."

There can be no assurance that a casualty will be covered by insurance (certain casualties, including flood, are usually excepted unless specific insurance is purchased), that any insurance company will fulfill its obligation to provide insurance proceeds, or that insurance proceeds will be used to rebuild, repair, or replace any taxable properties in the Service Area that were damaged. Even if insurance proceeds are available and damaged properties are rebuilt, there could be a lengthy period in which assessed values in the District would be adversely affected. There can be no assurance the District or Service Area will not sustain damage from such natural disasters.

Overlapping Debt and Tax Rates

The Master District and WID 3A may each independently issue additional debt which may change the projected and actual tax rates in the future.

Landowners are or will be responsible for the payment of ad valorem taxes levied by each Participant for payment of Contract Payments. In addition, owners of property located within the Participant are responsible for the payment of ad valorem taxes levied by each Participant for the payment of debt service on unlimited tax bonds issued by each Participant and ad valorem taxes levied by each Participant for the purpose of paying the Participant's operation and maintenance costs. See "APPENDIX A – CERTAIN FINANCIAL INFORMATION

REGARDING THE PARTICIPANT” for information related to each Participant’s indebtedness and taxation requirements.

In addition, property located within the Service Area is subject to taxation by various other governmental entities. See “RISK FACTORS – Debt Burden on Property Within the Service Area” and “TAX DATA – Estimated Overlapping Taxes.”

Maximum Impact on Contract Tax Rate

Assuming no further development, the value of the land and improvements currently within the Participants will be the major determinant of the ability and willingness of property owners to pay their taxes. The 2025 Gross Certified Assessed Valuation of the Participants is \$86,272,434, the Preliminary 2026 Gross Assessed Valuation of the Participants is \$236,015,705, and the estimated gross assessed valuation of the Participants as of April 1, 2026, is \$251,564,798. See “TAX DATA.” After issuance of the Bonds, the maximum annual debt service requirement on the Bonds and the Outstanding Bonds will be \$1,512,197 (2050) and the average annual debt service requirement on the Bonds and the Outstanding Bonds will be \$1,465,869 (2026-2050). Assuming no increase or decrease from the 2025 Gross Certified Assessed Valuation, a Contract Tax rate of \$1.85 per \$100 of assessed valuation at a 95% collection rate would be necessary to pay the maximum annual debt service requirement on the Bonds and the Outstanding Bonds and a Contract Tax rate of \$1.79 per \$100 of assessed valuation at a 95% collection rate would be necessary to pay the average annual debt service requirement on the Bonds. Assuming no increase or decrease from the Preliminary 2026 Gross Assessed Valuation, a Contract Tax rate of \$0.68 per \$100 of assessed valuation at a 95% collection rate would be necessary to pay the maximum annual debt service requirement on the Bonds and the Outstanding Bonds and a Contract Tax rate of \$0.66 per \$100 of assessed valuation at a 95% collection rate would be necessary to pay the average annual debt service requirement on the Bonds and the Outstanding Bonds. Assuming no increase or decrease from the estimated gross assessed valuation of the Participants as of April 1, 2026, a Contract Tax rate of \$0.64 per \$100 of assessed valuation at a 95% collection rate would be necessary to pay the maximum annual debt service requirement on the Bonds and the Outstanding Bonds and a Contract Tax rate of \$0.62 per \$100 of assessed valuation at a 95% collection rate would be necessary to pay the average annual debt service requirement on the Bonds and the Outstanding Bonds. See “SELECTED FINANCIAL INFORMATION – Estimated Debt Service Requirement Schedule,” “SELECTED FINANCIAL INFORMATION – Contract Revenue Bonds of the Master District,” and “TAX DATA – Tax Rate Calculations.”

While the Master District makes no representation regarding the likelihood of adverse economic conditions requiring the levy of a higher tax rate, it is expected that the combined tax rate of a Participant (including any Contract Tax), but excluding other taxing entities, will not exceed \$0.95 per \$100 of assessed valuation. See “TAX DATA.” See “MASTER DISTRICT FINANCIAL DATA,” “TAX DATA,” and “TAXING PROCEDURES.”

Competition

The demand for and construction of single-family homes within the Service Area, which is approximately 5 miles from the central downtown business district of New Braunfels, could be affected by competition from other residential developments including other residential developments located in the northern portion of the San Antonio area. In addition to competition for new home sales from other developments, there are numerous previously owned homes near the Service Area and in more established neighborhoods closer to San Antonio. Such homes could represent additional competition for new homes proposed to be sold within the Service Area.

The competitive position of the Developer, the current developers in the Service Area, in the sale of developed lots and of prospective builders in the construction of single-family residential houses within the Service Area is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values within the Service Area. The Master District can give no assurance that building and marketing programs within the Service Area by the Developers or any future developers will be implemented or, if implemented, will be successful.

Debt Burden on Property Within the Service Area

The total tax rate paid by property owners within the Service Area is a major factor in the demand for single-family homes within the Service Area. The Master District Contract requires that the Participants make Contract Payments from the Contract Tax or other lawfully available funds. In addition, other contract tax payments are required of the Participants by the Master District Contract. See “MASTER DISTRICT CONTRACT.” Furthermore, each Participant will be required to levy taxes on property within its boundaries (without legal limit as to rate or amount) to pay annual principal and interest on any unlimited tax bonds issued in the future

by the Participant to fund internal water, wastewater, drainage, road, and park and recreational facilities within the Participant's boundaries. Each Participant may also levy taxes on property within its boundaries to pay operations and maintenance expenses. For the 2025 tax year, WID 3A, the only currently active Participant, levied a maintenance and operations tax rate of \$0.95 per \$100 of assessed valuation.

The tax rate that may be required to service debt on any bonds issued by the Master District or a Participant is subject to numerous uncertainties such as the growth of taxable values within such district, the amount of the bonds issued, regulatory approvals, construction costs and market interest rates. There can be no assurances that composite tax rates imposed by overlapping jurisdictions on property situated in the Service Area will be competitive with the tax rates of competing projects. To the extent that such composite tax rates are not competitive with competing developments, the growth of property tax values in the Service Area and the investment quality or security of the Bonds could be adversely affected.

In addition, the Participants are within the taxing jurisdiction of other taxing entities, including the County and Comal Independent School District. Each of these entities currently levies various taxes on property within the boundaries of the Participants in addition to the other taxes listed above.

While the Master District makes no representation regarding the likelihood of adverse economic conditions requiring the levy of a higher tax rate, it is expected that the combined tax rate of a Participant (including any Contract Tax), but excluding other taxing entities, will not exceed \$1.20 per \$100 of assessed valuation. See "TAX DATA."

Tax Collection Limitations

The Master District's ability to make debt service payments may be adversely affected by each Participant's inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by a Participant constitutes a lien in favor of such Participant on a parity with the liens of all other local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. A Participant's ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time-consuming and expensive collection procedures, (b) a bankruptcy court's stay of tax collection procedures against a taxpayer, (c) market conditions affecting the marketability of taxable property within the Participant's boundaries and limiting the proceeds from a foreclosure sale of such property, or (d) the taxpayer's right to redeem the property within six (6) months for commercial property and two (2) years for residential property and all other property after the purchaser's deed issued at the foreclosure is filed in the county records. While the Participant has a lien on taxable property within the Participant's boundaries for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Attorney's fees and other costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the Participant from a tax foreclosure sale. Finally, any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the Participant's boundaries pursuant to Federal Bankruptcy Code could stay any attempt by such Participant to collect delinquent ad valorem taxes assessed against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two (2) other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six (6) years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAXING PROCEDURES – Participant's Rights in the Event of Tax Delinquencies."

Registered Owners' Remedies and Bankruptcy

There is no trust estate or trust indenture securing the payment of the Bonds and no trustee to enforce a mandamus action on behalf of Registered Owners. There is no reserve fund securing the payment of the Bonds. See "RISK FACTORS – No Reserve Fund."

In the event of default in the payment of principal of or interest on the Bonds, the registered owners of the Bonds (the "Registered Owners" and each a "Registered Owner") have a right to seek a writ of mandamus requiring the Master District to perform the covenants and obligations of the Bond Resolution. Except for the mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce such interests of the Registered Owners. There is no provision for acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Although the Registered Owners could obtain a judgment against the Master District, such a judgment could not be enforced by a direct levy and execution against the Master District's property. Further, the Registered Owners themselves cannot foreclose on property within the Service Area or sell property within the Service Area in

order to pay the principal of and interest on the Bonds. Since there is no trust indenture or trustee, the Registered Owners would have to initiate and finance the legal process to enforce their remedies. The enforceability of the rights and remedies of the Registered Owners further may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Master District and Participants. In this regard, should the Master District file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “THE BONDS – Registered Owners’ Remedies.”

Marketability

The Master District has no understanding (other than the initial reoffering yields) with the winning bidder for the Bonds (the “Initial Purchaser”) regarding the reoffering yields or prices of the Bonds and has no control over the trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made for the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the bid and asked spread of other bonds generally bought, sold, or traded in the secondary market. See “SALE AND DISTRIBUTION OF THE BONDS.”

Future Debt

Pursuant to the Master District Contract and in connection with the development of the Service Area, the Master District may issue Contract Revenue Bonds in an amount necessary to provide the Master District Facilities. The Master District Contract also authorizes the Master District to refund any outstanding Contract Revenue Bonds. Any future Contract Revenue Bonds will be on a parity with the Bonds. The Master District is expected to issue additional Contract Revenue Bonds. The Master District does not employ any formula with respect to appraised valuations, tax collections or otherwise to limit the amount of Contract Revenue Bonds which it may issue. The issuance of additional Contract Revenue Bonds is subject to approval by the TCEQ pursuant to its rules regarding issuance and feasibility of bonds, except that no TCEQ approval is currently required for the issuance of Contract Revenue Road Bonds to fund road projects. See “RISK FACTORS – Maximum Impact on Contract Tax Rate” and “THE BONDS – Issuance of Additional Debt.”

The Bonds and all additional Contract Revenue Bonds issued by the Master District, will be payable from the Contract Tax levied by the Participants. The Master District Contract does not impose limitations on the amount of Contract Revenue Bonds the Master District may issue.

Each Participant has voted bonds for purposes of providing internal water, wastewater, drainage, road, and park and recreational facilities within their respective boundaries. See “APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT” for a description of the voter authorized bonds, principal amount of bonds issued (if any), and principal amount of bonds outstanding for each Participant.

As of May 11, 2026, the Master District owes the Developer approximately \$11,400,398 for expenditures to construct the Master District Facilities. If additional Contract Revenue Bonds are issued in the future and property values have not increased proportionately, such issuance may increase gross debt-property valuation ratios and thereby adversely affect the investment quality or security of the Bonds.

Environmental Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as:

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further,

changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the “EPA”) and the TCEQ may impact new industrial, commercial and residential development in the San Antonio area. Under the Clean Air Act (“CAA”) Amendments of 1990, the four-county San Antonio area (“San Antonio Area”)-Bexar, Comal, Guadalupe, and Wilson Counties-has been designated an attainment/unclassifiable area under the eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the “2008 Ozone Standard”).

However, the San Antonio Area is currently designated as a “serious” nonattainment area under the eight-hour ozone standard of 70 ppb promulgated by the EPA in 2015 (the “2015 Ozone Standard”), with an attainment deadline of September 24, 2027. For purposes of the 2015 Ozone Standard, the San Antonio Area consists of Bexar County only.

A designation of nonattainment for ozone or any other pollutant could negatively impact business due to the additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. In the past, the San Antonio Area has entered into agreements with the TCEQ to undertake voluntary actions to help avoid nonattainment designation. Since 2004, the San Antonio Area has been party to a curtailment agreement with the TCEQ, and the San Antonio Area is currently part of an EPA Ozone Advance Program.

In order to comply with the EPA’s ozone standards, the TCEQ has established a state implementation plan (“SIP”) setting emission control requirements, some of which regulate the inspection and use of automobiles. These types of measures could impact how people travel, what distances people are willing to travel, where people choose to live and work, and what jobs are available in the San Antonio Area. It is possible that additional controls will be necessary to allow the San Antonio Area to maintain and/ or achieve attainment with the ozone standards. Such additional controls could have a negative impact on the San Antonio Area’s economic growth and development.

Water Supply & Discharge Issues. Water supply and discharge regulations that municipal utility districts, including the District, may be required to comply with involve: (1) groundwater well permitting and surface water appropriation; (2) public water supply systems; (3) wastewater discharges from treatment facilities; (4) storm water discharges; and (5) wetlands dredge and fill activities. Each of these is addressed below:

Certain governmental entities regulate groundwater usage in the San Antonio Area. A municipal utility district or other type of special purpose district that (i) is located within the boundaries of such an entity that regulates groundwater usage, and (ii) relies on local groundwater as a source of water supply, may be subject to requirements and restrictions on the drilling of water wells and/ or the production of groundwater that could affect both the engineering and economic feasibility of district water supply projects.

Pursuant to the federal Safe Drinking Water Act (“SDWA”) and the EPA’s National Primary Drinking Water Regulations (“NPDWRs”), which are implemented by the TCEQ’s Water Supply Division, a municipal utility district’s provision of water for human consumption is subject to extensive regulation as a public water system. Municipal utility districts must generally provide treated water that meets the primary and secondary drinking water quality standards adopted by the TCEQ, the applicable disinfectant residual and inactivation standards, and the other regulatory action levels established under the agency’s rules. The EPA has established NPDWRs for more than ninety (90) contaminants and has identified and listed other contaminants which may require national drinking water regulation in the future. Further, the EPA has established a NPDWR for six (6) Per- and Polyfluoroalkyl Substances (“PFAS”), which requires public water systems to perform certain monitoring and remediation measures. Public water systems may be subject to additional PFAS regulation in the future, which could increase the cost of constructing, operating, and maintaining water production and distribution facilities.

Texas Pollutant Discharge Elimination System (“TPDES”) permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000) (“CGP”), with an effective date of March 5, 2023, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain nonstormwater discharges into surface water in the state. The CGP has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act (“CWA”) and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an

impact on the municipal utility district's ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued the General Permit for Phase II (Small) Municipal Separate Storm Sewer Systems (the "MS4 Permit") on August 15, 2024. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is currently not subject to the MS4 Permit, if the District's inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of utility districts, including the District, are also potentially subject to requirements and restrictions under the CW A regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the United States Army Corps of Engineers ("USACE") if operations of the District require that wetlands be filled, dredged, or otherwise altered.

In 2023, the Supreme Court of the United States issued its decision in *Sackett v. EPA*, which clarified the definition of "waters of the United States" and significantly restricted the reach of federal jurisdiction under the CWA. Under the *Sackett* decision, "waters of the United States" includes only geographical features that are described in ordinary parlance as "streams, oceans, rivers, and lakes" and to adjacent wetlands that are indistinguishable from such bodies of water due to a continuous surface connection. Subsequently, the EPA and USACE issued a final rule amending the definition of "waters of the United States" under the CW A to conform with the Supreme Court's decision.

While the *Sackett* decision and subsequent regulatory action removed a great deal of uncertainty regarding the ultimate scope of "waters of the United States" and the extent of EPA and USACE jurisdiction, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements, in the future.

Approval of the Bonds

The Attorney General of the State of Texas must approve the legality of the Bonds prior to their delivery. The Attorney General of the State of Texas does not pass upon or guarantee the security of the Bonds as an investment, nor does he pass upon the adequacy or accuracy of the information contained herein.

Changes in Tax Legislation

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending, or future legislation.

Cybersecurity

The District's consultants use digital technologies to collect taxes, hold funds and process disbursements. These systems necessarily hold sensitive protected information that is valued on the black market. As a result, the electronic systems and networks of organizations like the District's consultants are considered targets for cyber-attacks and other potential breaches of their systems. To the extent the District is determined to be the party responsible for various electronic systems or suffers a loss of funds due to a security breach, there could be a material adverse effect on the District's finances. Insurance to protect against such breaches may be limited.

Atlas 14

In 2018, the National Weather Service completed a rainfall study known as NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States ("Atlas 14"). Floodplain boundaries within the Service Area may be redrawn based on the Atlas 14 study based on a higher statistical rainfall amount, resulting in the application of more stringent floodplain regulations applying to a larger area. The application of such regulations could additionally result in higher insurance rates, increased development fees, and stricter building codes for any property located within the expanded boundaries of the floodplain.

Special Flood Type Risks

The District may be subject to the following flood risks:

Ponding (or Pluvial) Flood: Ponding, or pluvial, flooding occurs when heavy rainfall creates a flood event independent of an overflowing water body, typically in relatively flat areas. Intense rainfall can exceed the drainage capacity of a drainage system, which may result in water within the drainage system becoming trapped and diverted onto streets and nearby property until it is able to reach a natural outlet. Ponding can also occur in a flood pool upstream or behind a dam, levee, or reservoir.

Riverine (or Fluvial) Flood: Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou, or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous, or drainage systems downstream.

Continuing Compliance with Certain Covenants

Failure of the District to comply with such covenants contained in the Bond Resolution on a continuing basis prior to the maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issue. See “TAX MATTERS.”

Bond Insurance Risk Factors

The District has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on the Bonds. The District has yet to determine whether an insurance policy will be available for purchase with the Bonds. If an insurance policy is available for purchase with the Bonds, and purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bonds shall have a claim under the applicable bond insurance policy (the “Policy”) for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the issuer which is recovered by the issuer from the bond owner as a voidable preference under applicable bankruptcy law is covered by the insurance policy, however, such payments will be made by the provider of the Policy (the “Bond Insurer”) at such time and in such amounts as would have been due absence such prepayment by the District unless the Bond Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Bond Insurer without appropriate consent. The Bond Insurer may direct and must consent to any remedies and the Bond Insurer’s consent may be required in connection with amendments to any applicable bond documents.

In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The long-term ratings on the Bonds are dependent in part on the financial strength of the Bond Insurer and its claim paying ability. The Bond Insurer’s financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Bond Insurer and of the ratings on the Bonds insured by the Bond Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See “MUNICIPAL BOND INSURANCE” and “RATING.”

The obligations of the Bond Insurer are contractual obligations and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Initial Purchaser have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment. See “MUNICIPAL BOND INSURANCE” for further information provided by the Bond Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Bond Insurer.

THE BONDS

General

The Bonds are dated September 1, 2026, and mature on December 1 in the years and amounts set forth on the inside cover. Interest on the Bonds accrues from the Date of Delivery (on or about September 10, 2026) at the rates per annum set forth on the inside cover and is payable on December 1, 2026, and each June 1 and December 1 (each an “Interest Payment Date”) thereafter until the earlier of maturity or redemption, and will be calculated on the basis of a 360-day year composed of twelve 30-day months. The Bonds will be issued in fully registered form only, without coupons, in principal denominations of \$5,000 of principal amount or any integral multiple thereof, and when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York (“DTC”), acting as securities depository for the Bonds until DTC resigns or is discharged. The Bonds initially will be available to purchasers in book-entry form only. So long as Cede & Co., as the nominee of DTC, is the registered owner of the Bonds, principal of and interest on the Bonds will be payable by the paying agent to DTC, which will be solely responsible for making such payment to the beneficial owners of the Bonds. The initial paying agent and registrar for the Bonds is BOKF, NA, Dallas, Texas (the “Paying Agent/Registrar”).

Book-Entry-Only System

This section describes how ownership of the Bonds is to be transferred and how principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York (“DTC”), while the Bonds are registered in its nominee name. The information in this section concerning DTC and the book-entry-only system (the “Book-Entry-Only System”) has been provided by DTC for use in disclosure documents such as this Official Statement. The Master District and the Financial Advisor (herein defined) believe the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The Master District and the Financial Advisor cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to Direct and Indirect Participants (herein defined), (2) Direct and Indirect Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Registered Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner discussed herein. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission (the “SEC”), and the current procedures of DTC to be followed in dealing with Direct and Indirect Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be required by an authorized representative of DTC. One (1) fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC.

DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities

Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants," and together with the Direct Participants, the "Direct and Indirect Participants"). DTC has a rating of AA+ from S&P Global Ratings. The DTC rules applicable to its Direct and Indirect Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The holder of ownership interest of each actual purchase of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the Book-Entry-Only System is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issue as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Master District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Paying Agent/Registrar or the Master District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Master District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Master District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Master District may decide to discontinue use of the Book-Entry-Only System transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in the section concerning DTC and the Book-Entry-Only System has been obtained from sources that the Master District believes to be reliable, but the Master District takes no responsibility for the accuracy thereof.

Replacement of Paying Agent/Registrar

Provisions are made in the Bond Resolution for replacement of the Paying Agent/Registrar by the District. If the Paying Agent/Registrar is replaced by the District, the new Paying Agent/Registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any Paying Agent/Registrar selected by the District shall be a national or state banking institution, 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 trust powers, and subject to supervision or examination by federal or state authority, to act as paying agent for the Bonds.

Registration, Transfer and Exchange

In the event the Book-Entry-Only System (herein defined) should be discontinued, the Bonds are transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender thereof to the Paying Agent/Registrar or its corporate trust office and such transfer or exchange shall be without expenses or service charge to the Registered Owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bonds being transferred or exchanged, at the principal payment office of the Paying Agent/Registrar, or sent by the United States mail, first class, postage prepaid, to the new Registered Owner or his designee. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the Registered Owner or assignee of the Registered Owner in not more than three (3) business days after the receipt of the Bonds to be cancelled, and the written instrument of transfer or request for exchange duly executed by the Registered Owner or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of \$5,000 for any one (1) maturity and for a like aggregate principal amount as the Bond or Bonds surrendered for exchange or transfer. See "BOOK-ENTRY-ONLY SYSTEM" for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Redemption Provisions

The Bonds maturing on and after December 1, 2032, are subject to redemption prior to maturity at the option of the District, in whole or from time to time in part, on December 1, 2031, and on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest from the most recent payment date to the date fixed for redemption. The Paying Agent/Registrar shall give written notice of redemption, by registered mail, overnight delivery, or other comparably secure means, not less than 30 days prior to the redemption date, to each registered securities depository (and to each national information service that disseminates redemption notices) known to the Paying Agent/Registrar, but neither the failure to give such notice nor any defect therein shall affect the sufficiency of notice given to the Registered Owner as herein above stated. The Paying Agent/Registrar may provide written notice of redemption to DTC by facsimile.

The Bonds of a denomination larger than \$5,000 may be redeemed in part (\$5,000 or any multiple thereof). Any Bond to be partially redeemed must be surrendered in exchange for one (1) or more new Bonds of the same maturity for the unredeemed portion of the principal of the Bonds so surrendered. In the event of redemption of less than all of the Bonds, the particular Bonds to be redeemed shall be selected by the District; if less than all of the Bonds of a particular maturity are to be redeemed; the Paying Agent/Registrar is required to select the Bonds of such maturity to be redeemed by lot.

Mutilated, Lost, Stolen or Destroyed Bonds

In the event the Book-Entry-Only System should be discontinued, the District has agreed to replace mutilated, destroyed, lost or stolen Bonds upon surrender of the mutilated Bonds, receipt of satisfactory evidence of such destruction, loss or theft, and receipt by the District and the Paying Agent/Registrar of security or indemnity to hold them harmless. Upon the issuance of a new bond the District may require payment of taxes, governmental charges and other expenses (including the fees and expenses of the Paying Agent/Registrar), bond printing and legal fees in connection with any such replacement.

Record Date for Interest Payment

Interest on the Bonds will be paid to the registered owner (the “Registered Owners”) appearing on the registration and transfer books (the “Register”) of the Paying Agent/Registrar at the close of business on the 15th calendar day of the month next preceding each interest payment date (the “Record 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 registered owner recorded in the registration and transfer books of the Paying Agent/Registrar or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. 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 when banking institutions in the city where the principal payment 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 when 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 non-payment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (“Special Payment Date” which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Bond appearing in the registration and transfer books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing such notice.

Authority for Issuance

The Bonds constitute the first series of Contract Revenue Road Bonds issued by the Master District from the \$635,000,000 principal amount of Contract Revenue Road Bonds for the purpose of constructing or acquiring the Master District Road Facilities, and \$635,000,000 for the purpose of refunding such bonds. Additionally, the Master District Contract authorized the issuance of \$1,486,000,000 principal amount of Contract Revenue Bonds approved by voters of the Master District and the Participant for the purpose of constructing or acquiring the Master District System Facilities and \$1,486,000,000 for the purpose of refunding such bonds. Any additional Contract Revenue Bonds issued by the Master District will be on parity with the Bonds.

After the issuance of the Bonds, \$1,472,100,000 principal amount of Contract Revenue System Bonds, and \$627,800,000 principal amount of Contract Revenue Road Bonds will remain authorized but unissued. The Contract Revenue Bonds are secured by the collection of the Contract Payments through the levy of the Contract Tax.

The Bonds are issued by the Master District pursuant to the Master District Contract, the Bond Resolution adopted by the Board and pursuant to Article III, Section 52 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, an election held within the Master District and passed by a majority of the participating voters, and the general laws of Texas relating to the issuance of bonds by political subdivisions in Texas.

Outstanding Bonds

The Master District has previously issued one series of Contract Revenue Bonds: \$13,900,000 Contract Revenue Bonds (Water, Sewer, and Drainage Facilities), Series 2026. At the time of delivery of the Bonds, \$13,900,000 will remain outstanding (the “Outstanding Bonds”). Such Contract Revenue Bonds issued for the Master District System Facilities are payable from and secured by payments received by the Participants.

Source of Payment

The Bonds are payable solely from the Contract Payments the Participants make to the Master District for the purpose of paying the debt service on the Bonds pursuant to the requirements of the Master District Contract. The Master District Contract provides that all Participants shall pay a pro rata share of debt service on any Contract Revenue Bonds issued by the Master District, including the Bonds, based upon each Participant's Gross Certified Assessed Valuation as a percentage of the Gross Certified Assessed Valuation of all Participants in the Service Area. The debt service requirements shall be calculated to include the charges and expenses of paying agents and registrars utilized in connection with the Contract Revenue Bonds, the principal, interest, and redemption requirements of the Contract Revenue Bonds, and all amounts required to establish and maintain funds established under the Bond Resolution. Each Participant is obligated to pay its pro rata share of the Contract Payments, from the Contract Tax, revenues derived from the operation of its water distribution and wastewater collection systems or from any other legally available funds of such Participant. Each Participant's pro rata share of debt service requirements will be calculated annually by the Master District; however, the levy of a Contract Tax for the purpose of paying debt service on the Contract Revenue Bonds is the sole responsibility of each Participant. The Bonds are special obligations of the Master District and are not obligations of Texas; the County; the City; the Participants; or any entity other than the Master District.

The Master District Facilities to be financed by the Bonds are for the benefit of the Service Area. Therefore, only the Participants shall be required by the Master District Contract to make Contract Payments for payment of the debt service on the Bonds. The Service Area includes the Master District, WID 3A, and WID 3B; however, only WID 3A has approved, along with its voters, the Master District Contract and is receiving services from the Master District. As such, WID 3A is currently the only Participant for purposes of making Contract Payments to the Master District for the payment of the Bonds. If other municipal utility districts, including WID 3B, within the Service Area approve, along with their voters, the Master District Contract and begin receiving services from the Master District, they would then be required to pay their respective pro-rata shares of debt service payments on the Bonds through the payment of their respective Contract Payments.

Payment Record

The District has timely made all payments of principal and interest due on its bond indebtedness. See "THE BONDS – Source of Payment."

Contract Payments by the Participants

Principal of and interest on the Bonds are payable from and secured by each Participant's unconditional obligation to make Contract Payments. By execution of the Master District Contract, each Participant has agreed to make a Contract Payment in an amount equal to its pro rata share of the annual debt service on the Contract Revenue Bonds plus all the charges and expenses of paying agents and registrars, and all amounts required to establish and maintain funds established under the Bond Resolution based upon its Gross Certified Assessed Valuation as a percentage of the total Gross Certified Assessed Valuation of all Participants. Each Participant is obligated to make such payments from the proceeds of the Contract Tax levied by such Participant on property within its boundaries for such purpose, revenues, if any derived from the operation of its water distribution and wastewater collection systems or from any other lawful source of funds. See "Source of Payment." No Participant is liable for the payments due by any other Participant. See "MASTER DISTRICT CONTRACT." The Master District shall calculate on or before September 1 of each year, or as soon thereafter as practical, the amount of Contract Payments due from each Participant in the following calendar year. The Contract Payments shall be billed to each Participant by the Master District on or before September 1 of the year prior to the year in which such Contract Payments become due, or as soon thereafter as practical. Such Contract Payments shall be due and payable from each Participant to the Paying Agent/Registrar semiannually by the dates specified by the Master District. The Master District has specified or will specify March 1 and September 1 of each year as the dates by which Contract Payments are due.

Currently, as the only Participant, WID 3A is responsible for paying 100% of the debt service on the Bonds through its Contract Payments to the Master District from the proceeds of its Contract Tax.

Unconditional Obligation to Pay

All charges imposed by the Master District to pay debt service on the Bonds will be made by the Participants without set-off, counterclaim, abatement, suspension, or diminution, nor will any Participant have any right to terminate the Master District Contract nor be entitled to the abatement of any such payment or any reduction thereof nor will the obligations of the Participants be otherwise affected for any reason, including without

limitation acts or conditions of the Master District that might be considered failure of consideration, eviction or constructive eviction, destruction or damage to the Master District Facilities, failure of the Master District to perform and observe any agreement whether expressed or implied, or any duty, liability, or obligation arising out of or connected with the Master District Contract. All sums required to be paid by the Participants to the Master District for such purposes will continue to be payable in all events and the obligations of the Participants will continue unaffected, unless the requirement to pay is reduced or terminated pursuant to an express provision of the Master District Contract. If any Participant disputes the amount to be paid to the Master District, the Participant shall nonetheless promptly make payments as billed by the Master District and if it is subsequently determined by agreement, arbitration, regulatory decision, or court decision that such disputed payment should have been less, the Master District will then make proper adjustments to all Participants so that the appropriate Participant will receive credit for its over-payments. See "THE MASTER DISTRICT."

Funds

The Contract Revenue Road Debt Service Fund is established in the Bond Resolution, and the proceeds from the Contract Payments collected for and on account of the Bonds and any additional Contract Revenue Road Bonds shall be deposited into such fund. Eighteen (18) months of capitalized interest will be deposited into the Contract Revenue Road Debt Service Fund upon delivery of the Bonds. The proceeds from the Contract Payments collected for and on account of the Bonds and any additional Contract Revenue Road Bonds shall be deposited into the Contract Revenue Road Debt Service Fund. The Bond Resolution does not provide for reserve funds. The Master District's annual calculation of the debt service requirement to be paid by the Participants shall include the sum of next year's annual debt service requirements and, at the option of the Master District, an amount up to 50% of the following year's annual debt service requirements, which when paid by the Participants, will be deposited into the respective debt service fund.

There is no trust estate or trust indenture securing the payment of the Bonds and no trustee to enforce a mandamus action on behalf of Registered Owners. There is no reserve fund securing the payment of the Bonds. See "RISK FACTORS – Registered Owners' Remedies and Bankruptcy."

Issuance of Additional Debt

Pursuant to the Master District Contract, the Master District is authorized to issue additional Contract Revenue Bonds for Master District Facilities. The Master District Contract also authorizes the Master District to refund any outstanding Contract Revenue Bonds to finance Master District Facilities.

After the issuance of the Bonds, \$1,472,100,000 principal amount of Contract Revenue System Bonds, and \$627,800,000 principal amount of Contract Revenue Road Bonds will remain authorized but unissued. The Contract Revenue Bonds are secured by the Contract Payments.

The Development Agreement (herein defined) between the Developer and the City contains provisions related to the issuance of bonds by the districts within the Service Area (currently only the District, WID 3A, and WID 3B), including an aggregate bond issue limit (excluding refunding bonds) of \$620,000,000.00 in principal amount for such districts. See "RISK FACTORS – Future Debt."

Each Participant may issue unlimited tax bonds for water, wastewater, drainage, and road facilities, with any required approval from the TCEQ, necessary to provide and maintain improvements and facilities to serve land within their respective boundaries consistent with the purposes for which the Master District or such Participant was created. TCEQ approval is not currently required for the Master District or any Participant to issue bonds for the purpose of constructing or acquiring road facilities. See "THE PARTICIPANTS" and "APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT."

Annexation and Consolidation

The District lies within the extraterritorial jurisdiction of the City. Generally, under Texas law, the District may be annexed in whole, but not in part, by the City without the District's consent, in which case the City must assume the assets, functions and obligations of the District, including the Bonds. However, the City may not annex the District unless (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed and (ii) if the registered voters in the area to be annexed do not own more than 50 percent of the land in the area, a petition has been signed by more than 50 percent of the landowners consenting to the annexation. Notwithstanding the preceding sentence, the described election and petition process does not apply during the term of a strategic partnership agreement between the City and the District specifying the procedures for full purpose annexation of all or a portion of the District. No

representation is made concerning the likelihood of annexation or the ability of the City to make debt service payments should annexation occur.

The District has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the utility system), and liabilities (such as the Bonds), with the assets and liabilities of districts with which it is consolidating. Although no consolidation is presently contemplated by the District, no representation is made concerning the likelihood of consolidation in the future.

Strategic Partnership Agreement and Development Agreement

On May 6, 2024, Southstar at Mayfair and the City entered into a First Amended and Restated Development Agreement ("Development Agreement") setting forth certain parameters related to the development of Mayfair and any water districts, including the Participant and the Master District, serving Mayfair. In accordance with the Development Agreement, the Participant is bound by a Strategic Partnership Agreement ("SPA") with the City, effective as of April 22, 2024.

Under the Development Agreement and the SPA, the City has agreed not to annex the Participant for full purposes until (a) the City Council by ordinance has assumed, or will assume, all obligations, and performed, or will perform, all actions required by Sections 43.0715 and 43.075, Texas Local Government Code, or any other then applicable law, and (b) any one of the following has occurred: (1) the earlier of (i) the fifteenth anniversary of the confirmation election date of the Participant, and (ii) the thirtieth anniversary of the Effective Date of the Development Agreement; (2) at least 90% of the improvements within the Participant that are eligible for reimbursement in accordance with the rules of the TCEQ have been constructed, subject to certain limitations; or (3) the expiration of the Development Agreement.

The SPA establishes terms and provision for future limited purpose annexations and allows the imposition of certain sales and use tax within such limited purpose annexed areas. The SPA further provides for terms relating to shared sales and use tax revenue that may be remitted to the District and used by the District for authorized purposes.

The Development Agreement contains provisions related to the issuance of bonds by the District including, but not limited to: City consent prior to advertisement of bonds issued by the District; and an aggregate bond issue limit (excluding refunding bonds) of \$620,000,000.00 in principal amount.

Defeasance

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, (b) 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 District 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, and (c) 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 District 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, and which mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such Bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives

notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is an excerpt from Section 49.186 of the Texas Water Code, and is applicable to the District:

(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.

(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them.

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations or investment criteria which apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

No Arbitrage

The District will certify, on the Date of Delivery of the Bonds, that based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

Registered Owners' Remedies

Pursuant to Texas law, the Bond Resolution provides that, in the event the Master District defaults in the payment of principal of or interest on any of the Bonds when due, fails to make payments required by the Bond Resolution into the applicable debt service fund, or defaults in the observance or performance of any of the other covenants, conditions, or obligations set forth in the Bond Resolution, any Registered Owner shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the Master District to make such payments or to observe and perform such covenants, obligations, or conditions. Such right is in addition to other rights the Registered Owners may be provided by the laws of Texas.

In the event of default in the payment of principal of or interest on the Bonds, the Registered Owners may seek a writ of mandamus requiring the Participants, or requiring the Master District to enforce the Master District Contract by requiring the Participants, to levy adequate taxes to make such payments. Except for the remedy

of mandamus, the Bond Resolution does not specifically provide for remedies to a Registered Owner in the event of a Master District default, nor does it provide for the appointment of a trustee to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Although the Registered Owners could obtain a judgment against the Master District, such a judgment could not be enforced by direct levy and execution against the property within the Service Area. Further, the Registered Owners cannot themselves foreclose on the property within the Service Area or sell property within the Service Area in order to pay principal of or interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may be further limited by laws and principles relating to sovereign immunity, bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Participants. For example, a Chapter 9 bankruptcy proceeding by a Participant could delay or eliminate payment of principal or interest to the Registered Owners. See “RISK FACTORS –Registered Owners’ Remedies and Bankruptcy.”

Use of Certain Terms in Other Sections of Official Statement

In reading this Official Statement it should be understood that while the Bonds are in the book-entry form, references in other sections herein to Registered Owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the book-entry system, and (ii) except as described above, notices that are to be given to Registered Owners under the Bond Resolution will be given only to DTC.

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USE AND DISTRIBUTION OF BOND PROCEEDS

Proceeds from the sale of the Bonds will be used to reimburse the Developer for a portion of the improvements and related costs shown below. Additionally, proceeds from the sale of the Bonds will be used to pay: developer interest; eighteen month of capitalized interest; and other certain costs associated with the issuance of the Bonds.

Non-construction costs are based upon either contract amounts or various cost estimates by the Master District Engineer (herein defined) and the Financial Advisor. The actual amounts to be reimbursed by the Master District and the non-construction costs will be finalized after the sale of the Bonds and completion of agreed-upon procedures by the Auditor (herein defined).

<u>CONSTRUCTION COSTS</u>	<u>District's Share</u>
A. District Items	
1. Mayfair Sector 1- Roadways – W, WW & D	\$
2. Mayfair – Guthrie Trail Phase 2– W, WW & D	
3. Mayfair Sector 1- Permanent Stormwater Facility	
4. Mayfair – Maytown Drive – W, WW & D	
5. Engineering	
6. Topographic Survey	
7. Mayfair water and wastewater Master Plan	
8. Mayfair Floodplain Study	
Total District Items	\$
TOTAL CONSTRUCTION COSTS	\$
<u>NON-CONSTRUCTION COSTS</u>	
A. Legal Fees	\$
B. Fiscal Agent Fees	
C. Interest Costs	
1. Capitalized Interest (18 months)	
2. Developer Interest	
D. Bond Discount (3.00%)	
E. Engineering Expense	
F. Bond Issuance Expenses	
G. Attorney General Fees (0.10%)	
TOTAL NON-CONSTRUCTION COSTS	 \$
TOTAL SYSTEM BOND ISSUE REQUIREMENT	\$ 7,200,000

The Master District Engineer has advised the Master District that the proceeds of the sale of the Bonds should be sufficient to reimburse Pulte for the costs of the above described facilities. In the instance that approved estimated amounts exceed the actual costs, the difference comprises a surplus which may be expended for approved uses; however, the Master District cannot and does not guarantee the sufficiency of such funds for such purposes.

THE PARTICIPANTS

Creation, Authority, and Description

All Participants operate as municipal utility districts pursuant to Chapter 49 and Chapter 54 of the Texas Water Code and are located within the Service Area. To serve the property within their boundaries, the Participants have the powers to construct, acquire, operate, maintain, and finance water, wastewater, drainage, and road facilities. The Participants were created by an Order Dividing into Three Districts, adopted by Comal County Water Improvement District No. 3 (the "Original District") on February 9, 2024, as authorized by House Bill 3941, 83rd Legislative Session, Regular Session 2013 Chapter 1122 (HB 3941), effective June 14, 2013, as codified in Chapter 8489 of the Texas Special District Local Laws Code.

Authorized Bonds and Debt Service Tax

The Participants have the statutory authority to issue unlimited tax bonds for the purpose of providing internal water distribution, wastewater collection, storm drainage, and road facilities to the land within their boundaries. Such bonds are secured by a direct continuing annual ad valorem tax adequate to provide funds to pay the principal of and interest on such bonds. Such tax is in addition to the Contract Tax. See "THE PARTICIPANTS – Contract Taxes."

The Master District and each of the other Participants have voted bonds for purposes of providing internal water, wastewater, drainage, and road facilities within their respective boundaries, although it is not anticipated the Master District will act as a Participant by either developing internal facilities or levying its own ad valorem tax.

See "APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT" for a description of the voter authorized bonds, principal amount of bonds issued (if any) and principal amount of bonds outstanding for each Participant.

Operations

Each Participant has or will construct internal water, wastewater, and drainage facilities, and may also construct internal road facilities, within its respective boundaries.

Contract Taxes

The Master District has the authority to issue Contract Revenue Bonds, including the Bonds. Each Participant's pro rata share of the debt service requirements on the Contract Revenue Bonds shall be determined by dividing each Participant's Gross Certified Assessed Valuation by the total of all the Participants' Gross Certified Assessed Valuation in the applicable Service Area, calculated annually. Calculation of Contract Payments, is based upon the Gross Certified Assessed Valuation and does not make allowances for any exemptions granted by the Participant's however, allowances are made for exemptions provided under State law that do not require action by the Participants. See "TAXING PROCEDURES." The Master District Contract obligates each Participant to pay its pro rata share of debt service requirements on the Contract Revenue Bonds from the proceeds of annual Contract Taxes without legal limit as to rate or amount, from revenues derived from the operation of its water distribution and wastewater collection systems, or from any other legally available funds. The Master District does not expect that revenues from the Participants' wastewater collection and water distribution systems will ever be sufficient to pay a significant portion of the Contract Payments for application to debt service on the Contract Revenue Bonds, including the Bonds. The debt service requirement shall include principal, interest, and redemption requirements on the Contract Revenue Bonds, paying agent/registrar fees, and all amounts necessary to establish and maintain funds established under a bond resolution.

WID 3A is currently the only Participant; therefore, WID 3 A will be responsible for paying 100% of the debt service payments on the Bonds through the Contract Payments made to the Master District from the proceeds of WID 3A's Contract Tax until such time as there are additional Participants within the Service Area, if ever.

Maintenance and Operations Tax

The Participants have the authority to levy and collect an annual ad valorem tax for the operation and maintenance of facilities. A maintenance and operations tax is in addition to taxes which the Participant is authorized to levy for paying principal of and interest on its unlimited tax bonds and the Contract Tax. See "THE PARTICIPANTS – Contract Taxes."

Consolidation

The Master District has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the Master District System Facilities) and liabilities (such as the Bonds), with the assets and liabilities of a district with which it is consolidating. Although no consolidation is presently contemplated by the Master District, no representation is made concerning the likelihood of consolidation in the future.

Management

Each Participant is governed by a board of directors, consisting of five (5) members, which has control and management of all affairs of such Participant. Directors of each Participant are elected by the voters within that Participant to serve four (4)-year staggered terms. All such directors reside or own property within the Participant on whose board they serve. None of the Participants have any employees. Each Participant contracts for all services required to maintain its operations. The TCEQ exercises continuing supervisory jurisdiction over each Participant, and, in addition, operation of each Participant's water, wastewater, and drainage facilities is subject to regulation by other agencies.

Financial Data

See "APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT" for financial information for each Participant.

THE MASTER DISTRICT

General

The District was created pursuant to an Order Dividing District Into Three Districts, adopted by Comal County Water Improvement District No. 3 Master District on February 9, 2024, as authorized by House Bill 3941, 83rd Legislative Session, Regular Session 2013 Chapter 1122 (HB 3941), effective June 14, 2013, as codified in Chapter 8489 of the Texas Special District Local Laws Code (the "Act"). The District operates pursuant to the Act; Article XVI, Section 59 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and Article III, Section 52 of the Texas Constitution. The District consists of approximately 15,251 acres.

Among other purposes, the District is authorized to purchase, construct, operate and maintain public water, wastewater, and drainage facilities, and roads.

Location

The District is generally bounded on the west by IH-35 and south by Kohlenberg Rd. Primary access to the District will be from the frontage along IH-35. A secondary access point will be from Kohlenberg Rd.

Investment Authority and Investment Practices of the District

The District has adopted an investment policy (the "Investment Policy") as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act"). The District's goal is to preserve principal and maintain liquidity in a diversified portfolio while securing a competitive yield on its portfolio. Funds of the District are to be invested only in accordance with the Investment Policy. The Investment Policy states that the funds of the District may be invested in obligations of the United States or its agencies or instrumentalities, in certificates of deposits insured by the Federal Deposit Insurance Corporation and secured by collateral authorized by the Act, and in TexPool and Texas CLASS, which are public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate, the inclusion of long term securities or derivative products in the portfolio.

Management of the Master District

- Board of Directors -

The District is governed by a board, consisting of five (5) directors, which has control over and management and supervision of all affairs of the District. All of the Directors own property within the District. Directors serve staggered four (4) year terms. Elections are held in even numbered years in May. The current members and officers of the Board are listed below:

<u>Name</u>	<u>Title</u>	<u>Term Expires May</u>
Matt Gandrud	President	2028
Erick Welborn	Vice President	2030
Ron Richardson	Secretary	2028
Cecil Eager	Assistant Secretary	2028
Craig Hardin	Assistant Secretary	2030

- Consultants -

Tax Assessor/Collector – Land and improvements in the District are being appraised by the Comal Central Appraisal District (the “Appraisal District”). The District’s Tax Assessor/Collector is Utility Tax Service, LLC (the “Tax Assessor/Collector”). The Tax Assessor/Collector applies the District’s tax levy to tax rolls prepared by the Appraisal District and bills and collects such levy.

Bookkeeper – The District contracts with L&S District Services, LLC as bookkeeper for the District.

Engineer – The District’s consulting engineer is Pape-Dawson Engineers, LLC, New Braunfels, Texas (the “Engineer”).

Auditor – As required by the Texas Water Code, the District retains an independent auditor to audit the District’s financial statements annually, which annual audit is filed with the TCEQ. A copy of the District’s audit prepared by McCall Gibson Swedlund Barfoot Ellis, PLLC for the fiscal year ending June 30, 2025, is included as “APPENDIX A” and “APPENDIX B.”

Financial Advisor – Cedar Creek Municipal Advisors, LLC serves as the District’s financial advisor (“the “Financial Advisor”). The fee for services rendered in connection with the issuance of the Bonds is based on the percentage of the Bonds actually issued, sold and delivered and, therefore, such fee is contingent upon the sale and delivery of the Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information herein.

Bond & General Counsel – The District has engaged The Muller Law Group, PLLC as bond counsel (“Bond Counsel”) in connection with the issuance of the District’s Bonds. The fees of Bond Counsel are based on the percentage of the Bonds actually issued, sold and delivered and, therefore, such fee is earned upon the sale and delivery of the Bonds. The Muller Law Group, PLLC also serves as the District’s general counsel.

Disclosure Counsel – McCall, Parkhurst & Horton L.L.P., Austin, Texas, has been designated as disclosure counsel (“Disclosure Counsel”). The fees of Disclosure Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

MASTER DISTRICT FACILITIES

The Master District Contract

The District is part of the Master District System in which the Master District provides, finances, constructs, owns, operates, and/or maintains certain Master District Facilities to serve the Participants. Each Participant will finance and construct their respective internal water and sewer facilities which are conveyed to the City and road facilities which are conveyed to the County.

The Master District’s Service Area is approximately 1,883 acres of land generally located west of FM 1101, east of FM 1102, and north of Kohlenberg Rd. The Service Area is comprised of the Master District, WID 3A, and WID 3B. WID 3B is not actively developing and has not entered into the Master District Contract, and, therefore, is not considered a Participant at this time. WID 3B may enter into a Master District Contract in the future.

Currently, only WID 3A has entered into the Master District Contract with the Master District, which contract was approved by the voters of both districts, as required by law, at their respective elections held on May 4, 2024. WID 3A is currently the only Participant in the Master District System. The District is also the only municipal utility district within the Service Area to be actively developing. If and when development commences in WID 3B, such district will be requested to submit the Master District Contract to its voters for approval in order to receive the services and benefits that come with being part of the Master District System.

Among other things, the Master District Contract provides that the Master District will issue Contract Revenue Bonds from time to time to finance Master District Facilities that serve the Participants. Such bonds will be payable solely from the Contract Payments collected by the Master District from the Participants for such purposes. The Participants are required to levy and collect a contract tax, without legal limit as to rate or amount, on all taxable property within their respective boundaries sufficient to pay their respective pro rata shares of the debt service payments on the Contract Revenue Bonds, including, if applicable, any charges and expenses of paying agents, registrars and trustees utilized in connection with the Contract Revenue Bonds, the principal, interest and redemption requirements of the Contract Revenue Bonds and all amounts required to establish and maintain funds established under the Contract Revenue Bond documents entered into by the Master District. Each Participant's Contract Payments will be calculated annually by the Master District; however, the levy of a contract tax or the provisions of other lawfully available funds to make its contract payments is the sole responsibility of each Participant.

A Participant's pro rata share of the debt service payments on Contract Revenue Bonds is calculated as the total assessed value of taxable property located in such district divided by the total assessed value of taxable property located within the boundaries of all Participants. At this time, as the only Participant, WID 3A's share of debt service payments on any Contract Revenue Bonds is 100%. There is no limit in the Master District Contract on the total principal amount of Contract Revenue Bonds that may be issued by the Master District.

Each Participant is obligated to pay monthly charges to the Master District for its share of the Master District's operation and maintenance expenses in connection with the Master District's provision of service from the Master District Facilities. The monthly charges paid by each Participant to the Master District is used to pay each Participant's share of operation and maintenance expenses and to provide for an operation and maintenance reserve equivalent to three (3) months of operation and maintenance expenses. Each Participant's share of operation and maintenance expenses and reserve requirements is based upon a "unit cost" of operation and maintenance expense and reserve requirements, calculated by the Master District and expressed in terms of "cost per equivalent single-family residential connection." Each Participant's monthly payment to the Master District for operation and maintenance expenses will be calculated by multiplying the number of equivalent single-family residential connections ("ESFCs") reserved to each Participant on the first day of the previous month by the unit cost per ESFC. The monthly cost per ESFC being charged by the Master District to each Participant presently is \$31.91 for water and wastewater services and \$28.50 for firefighting services for fiscal year 2026. See "MASTER DISTRICT FACILITIES." Residents in the Service Area also pay a renewal and replacement fee of \$0.40 per 1,000 gallons of water used and a surface water fee of \$3.20 per 1,000 gallons of water used to the City.

Description of the System

Utility Agreement with the City of New Braunfels

Water supply and wastewater collection and treatment is provided to the Service Area by New Braunfels Utilities ("NBU"), which is the exclusive manager of the water and wastewater system owned by the City. As of December 14, 2023, the City, NBU, the Developer, and Beaverhead NB, LLC, entered into an Amended and Restated Utility Construction Cost Sharing Agreement ("Utility Agreement") related to water and wastewater service to up to 5,800 Living Unit Equivalent ("LUEs") land within the Service Area. The District has accepted the terms of the Utility Agreement, as required by such agreement.

The Utility Agreement obligates the Developer, on behalf of the Master District and the Participants, to construct and convey to NBU certain water and sanitary sewer infrastructure necessary to connect the Service Area and its customers to NBU's regional facilities by certain dates described in the Utility Agreement. In exchange for the timely construction of such facilities and payment of impact and development fees to NBU, NBU will timely construct certain regional improvements and provide retail water and wastewater service to users within the Service Area.

The Utility Agreement provides that service from NBU's McKenzie Regional Wastewater Plant is not currently available to the Service Area, and accordingly, Southstar at Mayfair is required to construct interim wastewater

treatment plant facilities (“Interim WWTP”) to provide wastewater treatment services to the Service Area until the McKenzie Regional Wastewater Plant expansion and other regional improvements are complete and flows can be diverted to such plant. The Interim WWTP is complete and operational at this time.

Water and Wastewater System

According to the Master District’s Engineer, Pape-Dawson Consulting Engineers, LLC (the “District’s Engineer”), the Master District’s water and wastewater system has been designed in accordance with accepted engineering practices and the requirements of all governmental agencies having regulatory or supervisory jurisdiction over the construction and operation of such facilities including, among others, the TCEQ, the City, NBU, and the County. According to the District’s Engineer, the design of all such facilities has been approved by all required governmental agencies.

Operation of the water supply and wastewater treatment facilities serving the Service Area, other than the Interim WWTP, is provided by NBU, and is subject to regulation by, among others, the United States Environmental Protection Agency and the TCEQ. In many cases, regulations promulgated by these agencies have become effective only recently and are subject to further development and revisions.

Water supply for NBU is obtained from GBRA GCSWP, GVSUD, the City of Seguin, Trinity Aquifer, Run-of-River, GBRA Canyon Reservoir, and the Edwards Aquifer. Water from these sources is delivered to NBU and then distributed to retail customers within the Service Area.

Wastewater treatment is currently being provided by the Interim WWTP. Ultimate wastewater treatment service will be provided by NBU’s McKenzie Regional Wastewater Plant upon completion of its projected expansion and regional improvements necessary to divert flows to such plant. The Interim WWTP has capacity to provide wastewater treatment for up to 0.30 MGD average daily flow, or up to 1,500 LUE based on 230 gpd average daily flow.

Drainage System and the 100-Year Flood Plain

“Flood Insurance Rate Map” or “FIRM” means an official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated the appropriate areas of flood hazards. The 1% chance of probable inundation, also known as the 100-year flood plain, is depicted on these maps. The “100-year flood plain” (or 1% chance of probable inundation) as shown on the FIRM is the estimated geographical area that would be flooded by a rain storm of such intensity to statistically have a one percent chance of occurring in any given year. Generally speaking, homes must be built above the 100-year flood plain in order to meet local regulatory requirements and to be eligible for federal flood insurance. An engineering or regulatory determination that an area is above the 100-year flood plain is not an assurance that homes built in such area will not be flooded.

According to the District’s Engineer, the District’s drainage system has been designed and constructed to all current standards. None of the developable acreage within the District is located within the 100-year flood plain. Additionally, the District’s storm water drainage system has been designed and constructed in accordance with current applicable regulatory standards for a development of this size and location. See “RISK FACTORS – Atlas 14.”

Road System

Construction of the regional road facilities acquired or constructed to serve the Service Area (the “Road System”) is subject to regulations by the City and the County. The roads in the Service Area are constructed with hot mix asphalt concrete with curb and gutter on stabilized subgrade. In accordance with the City’s Major Thoroughfare Plan, minor arterial and collector roads will continue to be constructed and remaining streets will provide local interior service within the Service Area. The Road System also includes, or will include, streetlights and franchise utilities (power, phone and cable). Public utilities such as water, wastewater and storm drainage are typically located within street rights-of-way. The Road System is maintained by the County and consists, or will consist upon completion, of regional and internal roadways adequate for serving the commercial property and single-family homes within the Service Area. The roads within the Service Area vary in width in accordance with standards adopted by the County, but are sized to accommodate the anticipated traffic demands of full build-out of the property within the Service Area.

As described under “USE AND DISTRIBUTION OF BOND PROCEEDS,” a portion of the proceeds of the Bonds will be used to reimburse the Developer for the costs associated with certain road improvements within the Service Area.

Regulation

The regional water, sanitary sewer and drainage facilities and systems, the purchase, acquisition and construction of which will be financed by the District with the proceeds of the Bonds, have been designed in accordance with accepted engineering practices and the recommendation of certain governmental agencies having regulatory or supervisory jurisdiction over construction and operation of such facilities. According to the Engineer, the design of the regional water, sanitary water and drainage facilities and systems have been approved by all governmental agencies that have jurisdiction over the District.

THE DEVELOPER AND PRINCIPAL LANDOWNERS WITHIN THE SERVICE AREA

The Role of a Developer

In general, the activities of a developer in a municipal utility district such as the District include purchasing the land within the Service Area, designing the subdivision, designing the utilities and streets to be constructed in the subdivisions, designing any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, wastewater, and drainage facilities pursuant to the rules of the TCEQ, as well as gas, telephone, and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. In certain instances, the developers will be required to pay up to 30% of the cost of constructing certain water, wastewater and drainage facilities in a municipal utility district pursuant to the rules of the TCEQ. The relative success or failure of a developer to perform such activities in development of property within a municipal utility district may have a profound effect on the security of the unlimited tax bonds issued by a Service Area. A developer is generally under no obligation to a district to develop the property which it owns in the Service Area. Furthermore, there is no restriction on a developer's right to sell any or all of the land which it owns within a district. In addition, a developer is ordinarily the major taxpayer within a municipal utility district during the development phase of the property.

Description of the Developer and Principal Landowners

Southstar at Mayfair Developer, LLC, a Texas limited liability company ("Southstar at Mayfair" or the "Developer"), is the primary developer of land within the Service Area. Southstar at Mayfair is a thinly capitalized limited partnership whose assets consist of the land in the District and within the Mayfair development and the receivables due from the District for development costs. Southstar at Mayfair is a single purpose entity formed for the purpose of developing the land it owns in the District and within the Mayfair development. Southstar at Mayfair has entered into a management agreement with Southstar Communities Operations LLC, a Delaware limited liability company ("Southstar"), for the purpose of managing the day-to-day development activities within the District. Southstar and the Southstar at Mayfair are under common ownership and control.

Southstar at Mayfair has sold certain sections within WID 3A to other development entities as described herein to develop the internal water, wastewater, and drainage facilities within those sections. Such development entities may be referred to herein as "POD Developers." Southstar at Mayfair has retained all reimbursement rights for the Master District Facilities and the internal facilities of the Service Area.

Approximately 37.315 acres within WID 3A have been developed as Parcel E-9N by Ranch Road Mayfair, LLC, a Texas limited liability company ("Ranch Road Mayfair"). All horizontal infrastructure to serve Parcel E-9N is now complete.

Felder CND Mayfair LLC, a Texas limited liability company ("Felder CND") developed approximately 34.46 acres within WID 3A as Parcel E-6 comprised of 194 completed lots. All horizontal infrastructure to serve Parcel E-6 is now complete and Felder Homes and David Weekley Homes are constructing the homes within Parcel E-6.

Development Financing

Southstar at Mayfair has obtained financing for a portion of the development of the Service Area through the Public Finance Authority, a body politic and corporate created and existing under the laws of the State of Wisconsin (the "PFA"). The PFA issued \$42,800,000 Tax-Exempt Revenue Anticipation Bonds (Mayfair Project), Series 2024A-4 (the "PFA Bonds"), which are secured in part by the sale and assignment of Southstar at Mayfair's right to receive the proceeds from the sale of future bonds, including the Bonds, issued by the District pursuant to the Amended and Restated Master Development Financing Agreement between the District and Southstar at Mayfair effective as of May 10, 2024. According to Southstar at Mayfair, it is currently in

compliance with all material representations and certifications made with respect to the PFA Bonds and has made the necessary certifications made with respect to the PFA Bonds and has made the necessary certifications required by the Texas Attorney General ensuring the proceeds of the Bonds are being used for lawful purposes authorized under the Texas Law.

According to Southstar at Mayfair, the company maintains a corporate line of credit with Frost Bank (the "LOC"), which provides a revolving credit facility to support its development activities. The LOC is partially secured by all land owned by Mayfair subsidiaries, including any unsold land within WID 3A. The principal balance of the LOC is reduced over time using proceeds generated from the sale of lots within the District. According to Southstar at Mayfair, the company is in compliance with all material terms and conditions of the LOC.

Lot Sales Contracts

Southstar at Mayfair has entered into lot sales contracts with each of Highland Homes, David Weekley Homes, Toll Brothers Homes, and Coventry Homes. The contracts for the sale of lots between Southstar at Mayfair and the builders require that earnest money be deposited with a title company, typically 5-10% of the total price of the completed lots. The sales contracts establish certain required lot purchases periodically upon substantial completion, with the earnest money deposit being returned to the builders upon purchase of the last lots under each contract. Southstar at Mayfair's sole remedy for builders not purchasing lots in accordance with the contracts is cancellation of the contract and retention of the remaining earnest money on deposit, currently, approximately \$430,200.00.

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DEVELOPMENT WITHIN THE SERVICE AREA

General

{UPDATE} To date, development within the Service Area has only occurred within the boundaries of WID 3A. Within WID 3A, approximately 196.63 acres (966 lots) have been developed into the single-family residential subdivision of Parcel E-6, Parcel E-8, Unit 1 & 2, Parcel E-9N, Parcel E-9S, and Parcel E-12. As of July 10, 2026, 271 homes were complete (206 occupied, 52 unoccupied, and 13 models), 259 homes were under construction, and 436 lots were developed and vacant. The remaining land within WID 3A consists of approximately 85.96 acres under development, approximately 186.26 remaining developable acres, and approximately 19 undevelopable acres. The remaining land within the Service Area consists of approximately 1,394.85 undeveloped acres.

Status of Development within the Service Area

The table below summarizes the development within WID 3A as of July 10, 2026 by section:

	Section Acres	Section Lots	Homes Complete	Homes Under Construction	Vacant Lots
Parcel E-8, Unit 1	55.88	191	163	14	14
Parcel E-6	34.46	194	46	34	114
Parcel E-8, Unit 2	24.17	100	9	25	66
Parcel E-12	25.07	82	0	3	79
Parcel E-9N	37.32	182	2	17	163
Parcel E-9S	19.74	217	51	166	0
Total	196.63	966	271	259	436
Under Development	85.96				
Undevelopable	19.30				
Remaining Developable	186.26				
WID 3A Total	488.15				

Homebuilders within the Service Area

Homebuilders active within the Service Area include: Empire Homes, Perry Homes; Highland Homes; Coventry Homes; Toll Brothers; David Weekley Homes; Scott Felder Homes; and DR Horton Homes. The homes being marketed in the District range in price from approximately \$292,000 to over \$810,000.

MAYFAIR

General

The District is one of three municipal utility districts within the approximately 1,883 acres being marketed as the master-planned community of Mayfair (the "Service Area"). To date, approximately 196.63 acres (966 lots) have been developed as Mayfair Parcels E-8 Unit 1-2, Parcel E-6, Parcel E-9N, Parcel E-9S, and Parcel E-12. Approximately 85.96 acres (358 lots) are currently being developed within the Service Area, all within WID 3A. Development within WID 3B has not yet commenced.

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PHOTOGRAPHS TAKEN WITHIN THE SERVICE AREA
(WID 3A — May 2026)



MASTER DISTRICT FINANCIAL DATA

Contract Revenue Bonds of the Master District

2025 Gross Assessed Valuation of the Participants..... \$ 86,272,434 (a)
(100% of the taxable value as of January 1, 2025)

Preliminary 2026 Gross Assessed Valuation of the Participants..... \$ 236,015,705 (b)
(100% of the preliminary taxable value as of January 1, 2026)

Estimated Gross Assessed Valuation of the Participants as of April 1, 2026 \$251,564,798(c)
(100% of the estimated taxable value as of April 1, 2026)

Direct Debt:

The Bonds \$ 7,200,000

Total..... \$ 21,100,000

Estimated Overlapping Debt..... \$ 9,398,703 (d)

Total Direct and Estimated Overlapping Debt \$ 30,498,703

Direct Debt Ratios:

Based on the 2025 Gross Assessed Valuation of the Participants 24.46 %

Based on the Preliminary 2026 Gross Assessed Valuation of the Participants 8.94 %

Based on the Estimated Gross Assessed Valuation of the
Participants as of April 1, 2026..... 8.39 %

Direct and Estimated Overlapping Debt Ratios:

Based on the 2025 Gross Assessed Valuation of the Participants 35.35 %

Based on the Preliminary 2026 Gross Assessed Valuation of the Participants 12.92 %

Based on the Estimated Gross Assessed Valuation of the
Participants as of April 1, 2026..... 12.12 %

Master District Debt Service Funds Available as of the Issuance of the Bonds

Contract Revenue System Debt Service Fund Balance (as of July 10, 2026) \$ 1,094,625 (e)(h)

Contract Revenue Road Debt Service Fund Balance (as of Date of Delivery) \$ 684,000 (f)(h)

Operating Fund Balance (as of July 10, 2026)..... \$ 12,811 (g)

(a) Represents the gross assessed valuation of all taxable property located within the Participant as of January 1, 2025, as provided by the Comal Appraisal District ("the Appraisal District"). The Participant's tax roll is certified by the Appraisal Review Board. See "TAX DATA" and "TAXING PROCEDURES."

(b) Provided by the Appraisal District as the preliminary gross value as of January 1, 2026. This value represents the preliminary determination of the taxable value in the District as of January 1, 2026, provided by the Appraisal District. No taxes will be levied on this value, which is subject to review and downward adjustment. See "TAXING PROCEDURES."

(c) Provided by the Appraisal District for informational purposes only. This amount is an estimate of the value of all taxable property located within all Participants as of April 1, 2026, and includes the gross estimate of values resulting from the construction of taxable improvements from January 1, 2025, through April 1, 2026. No taxes will be levied against this amount. See "TAX DATA" and "TAXING PROCEDURES."

(d) See "MASTER DISTRICT FINANCIAL DATA" – Estimated Direct and Overlapping Debt Statement."

(e) Neither Texas law nor the Bond Resolution requires that the District maintain any particular sum in the Contract Revenue System Debt Service Fund (herein defined). The funds in the Contract Revenue System Debt Service Fund are pledged only to pay debt service on the Bonds or any additional Contract Revenue System Bonds (defined herein) the District may hereafter issue.

(f) Represents eighteen (18) months of capitalized interest to be deposited on the Date of Delivery. Neither Texas law nor the Bond Resolution requires that the Master District maintain any particular sum in the Contract Revenue Road Debt Service Fund. Money deposited into the Contract Revenue Road Debt Service Fund can only be used to pay debt service on the Bonds (defined herein), such as the Bonds.

(g) See "RISK FACTORS – Operating Funds."

(h) Each Participant is obligated to pay its pro rata share of debt service on the Contract Revenue Bonds issued for the purposes of acquiring or constructing the Master District Facilities (defined herein) by the dates specified by the Master District. See "THE BONDS – Contract Payments by the Participants".

Tax Rates of the Participants

Participant	2025 Road Debt Service Tax Rate	2025 Utility Debt Service Tax Rate	2025 Maintenance Tax Rate	2025 Contract Tax Rate	Total 2025 Tax Rate
WID 3A	\$ 0.000	\$ 0.000	\$ 0.950	\$ 0.00	\$ 0.950

Estimated Direct and Overlapping Debt Statement

Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from several sources, including information contained in the "Texas Municipal Report," published by the Municipal Advisory Council of Texas. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon such information as being accurate or complete. Furthermore, certain of the entities listed below may have issued additional bonds since the dates stated in this table, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot presently be determined. Political subdivisions overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance and/or general revenue purposes in addition to taxes of debt service, and the tax burden for operation, maintenance and/or general purposes is not included in these figures. Totals may not sum due to rounding.

Taxing Jurisdiction	Outstanding Debt as of May 31, 2026	Estimated Overlapping	
		Percent	Amount
Comal County	\$ 86,510,000	0.21%	\$ 183,750
Comal Independent School District	1,375,405,214	0.30%	\$ 4,214,953
WID 3A	5,000,000	100.00%	<u>\$ 5,000,000</u>
Total Estimated Overlapping Debt			\$ 9,398,703
The District			<u>\$ 21,100,000</u> (a)
Direct & Estimated Overlapping Debt			<u>\$ 30,498,703</u> (a)

(a) The Outstanding Bonds and the Bonds.

Debt Ratios

	Direct Debt (a)	Direct and Estimated Overlapping Debt (a)
2025 Gross Assessed Valuation of the Participants (\$86,272,434)	24.46%	35.35%
Preliminary 2026 Gross Assessed Valuation of the Participants (\$236,015,705)	8.94%	12.92%
Estimated Gross Assessed Valuation of the Participants as of April 1, 2026 (\$251,564,798)	8.39%	12.12%

(a) Includes the Outstanding Bonds and the Bonds.

TAX DATA

Contract Tax

The Master District has the authority to issue Contract Revenue Bonds. Each Participant's pro rata share of the debt service requirements on the Contract Revenue Bonds shall be determined by dividing each Participant's Gross Certified Assessed Valuation by the total of all Participants' Gross Certified Assessed Valuation, calculated annually. Calculation of the Contract Payments is based upon the Gross Certified Assessed Valuation and does not make allowances for any exemption granted by the Participants; however, allowances are made for exemptions provided under State law that do not require action by the Participants. See "TAXING PROCEDURES." The Master District Contract obligates each Participant to pay its pro rata share of debt service requirements on the Contract Revenue Bonds from the proceeds of annual unlimited Contract Taxes, from

revenues derived from the operation of its water distribution and wastewater collection systems, or from any other legally available funds. The debt service requirement shall include principal, interest, and redemption requirements on the Contract Revenue Bonds, paying agent/registrar fees, and all amount necessary to establish and maintain funds established under the applicable bond resolution.

WID 3A is currently the only Participant; therefore, WID 3A will be responsible for paying 100% of the debt service payments on the Bonds through the Contract Payments made to the Master District from the proceeds of WID 3A’s Contract Tax, until such time as there are additional Participants within the Service Area, if ever.

Debt Service Tax

Each Participant has the statutory authority to issue its unlimited tax bonds for the purpose of providing facilities to serve the land within its boundaries. Such bonds will be paid by a direct continuing annual ad valorem tax, without legal limit as to rate or amount, adequate to provide funds to pay the principal of and interest on such bonds. Such tax is in addition to Contract Taxes. See “APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT” for information related to each Participant’s historical tax data and authorized but unissued unlimited tax bonds. The Master District is not currently and is not anticipated to be a Participant and is not anticipated to levy a debt service tax.

Maintenance and Operations Tax

The Board of Directors of each Participant has the statutory authority to levy and collect an annual ad valorem tax for maintenance purposes, including, but not limited to, funds for planning, constructing, maintaining, repairing, and operating all necessary land, plants, works facilities, improvements, appliances, and equipment, if such maintenance and operations tax is authorized by a vote of the Participant’s electors. Such tax would be in addition to Contract Taxes and taxes levied for paying principal of and interest on any unlimited tax bonds which may be issued by the Participants. For the 2025 tax year, the Master District did not levy a maintenance and operations tax rate. See “APPENDIX A – CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANT” for the amount of voter authorized maintenance and operations tax for each Participant.

Tax Rate Limitation of Participants

Maintenance and Operations:	\$1.20 per \$100 of assessed valuation.
Contract Taxes:	Unlimited (no legal limit as to rate or amount) (a).
(a) The Master District does not levy a Contract Tax; however, the Participants are required to levy and collect an unlimited Contract Tax to make required Contract Payments to the Master District.	

Analysis of Tax Base

The following represents the type of property comprising the 2024-2025 tax rolls of each Participant as certified by the Appraisal District.

Type of Property	WID 3A 2025 Gross Certified Assessed Valuation	WID 3A 2024 Gross Certified Assessed Valuation
Land	\$ 57,571,557	\$ 47,095,168
Improvements	41,792,412	414,340
Personal Property	1,087,950	-
Exemptions	(14,179,485)	(2,624,253)
Total	\$ 86,272,434	\$ 44,885,255

Principal Taxpayers

The following are the principal taxpayers within the Service Area as shown on each Participant's certified appraisal rolls for the 2025 tax year.

Taxpayer	Type of Property	Assessed Valuation 2025 Tax Roll	Percent of 2025 Tax Roll
Southstar At Mayfair Developer LLC (a)	Land & Improvements	\$ 20,015,743	23.20%
Felder CND Mayfair LLC (a)	Land & Improvements	6,337,490	7.35%
Toll Southwest LLC (b)	Land & Improvements	3,634,438	4.21%
Village At Mayfair LLC ©	Land & Improvements	2,732,250	3.17%
Scott Felder Homes LLC (b)	Land & Improvements	2,099,140	2.43%
404 West Alpine LLC	Land & Improvements	1,745,980	2.02%
660 DFH 11 LLC	Land & Improvements	1,221,040	1.42%
Novak Mayfair LLC	Land & Improvements	1,212,900	1.41%
Perry Homes LLC (b)	Land & Improvements	1,179,975	1.37%
Weekley Homes LLC (b)	Land & Improvements	1,072,440	1.24%
Total		\$ 41,251,396	47.82%

(a) See "THE DEVELOPERS AND PRINCIPAL LANDOWNERS WITHIN THE SERVICE AREA."

(b) See "DEVELOPMENT WITHIN THE SERVICE AREA – Homebuilders within the Service Area."

(c) See "RISK FACTORS – Rental Homes."

Tax Rate Calculations

The tax rate calculations set forth below are presented to indicate the tax rates per \$100 of assessed valuation which would be required to meet certain debt service requirements on the Bonds if no growth occurs beyond the 2025 Gross Certified Assessed Valuation of the Participant (\$86,272,434), Preliminary 2026 Gross Assessed Valuation of the Participants (\$236,015,705) and the Estimated Gross Assessed Valuation of the Participant as of April 1, 2026 (\$251,564,798). The calculations assume collection of 95% of taxes levied and the sale of the Bonds but not the sale of any additional bonds by the Master District.

Average Annual Debt Service Requirement (2026-2050)	\$ 1,465,869
Contract Tax Rate of \$1.79 on the 2025 Gross Certified Assessed Valuation of the Participant Produces	\$ 1,467,063
Contract Tax Rate of \$0.66 on the Preliminary 2026 Gross Assessed Valuation of the Participant Produces	\$ 1,479,818
Contract Tax Rate of \$0.62 on the Estimated Gross Assessed Valuation of the Participant as of April 1, 2026, Produces.....	\$ 1,481,717
Maximum Annual Debt Service Requirement (2049)	\$ 1,512,197
Contract Tax Rate of \$1.85 on the 2025 Gross Certified Assessed Valuation of the Participant Produces	\$ 1,516,238
Contract Tax Rate of \$0.68 on the Preliminary 2026 Gross Assessed Valuation of the Participant Produces	\$ 1,524,661
Contract Tax Rate of \$0.64 on the Estimated Gross Assessed Valuation of the Participant as of April 1, 2026, Produces.....	\$ 1,529,514

Estimated Overlapping Taxes

Property within the Service Area is subject to taxation by several taxing authorities in addition to the Participants. Under Texas law, if ad valorem taxes levied by a taxing authority become delinquent, a lien is created upon the property which has been taxed. A tax lien on property in favor of a Participant is on a parity with tax liens of other taxing jurisdictions. In addition to ad valorem taxes required to make debt service payments on bonded debt of a Participant and of such other jurisdictions, certain taxing jurisdictions are authorized by Texas law to assess, levy, and collect ad valorem taxes for operation, maintenance, administrative, and/or general revenue purposes and the Participants are authorized to levy Contract Taxes. See "MASTER DISTRICT FINANCIAL DATA – Estimated Overlapping Debt Statements."

Set forth below is an estimation of all taxes per \$100 of assessed valuation levied by such jurisdictions. No recognition is given to local assessments for civic association dues, emergency medical service contributions, fire department contributions, or any other charges made by entities other than political subdivisions. The following chart includes the 2025 taxes per \$100 of assessed valuation levied by all such taxing jurisdictions.

Taxing Jurisdiction	2025 Tax Rate
WID 3A	\$ 0.950000
Comal County	0.269000
Comal County Lateral Road	0.036015
Comal Independent School District	1.074800
Comal County ESD No. 7	<u>0.048428</u>
Total	\$ 2.378243

TAXING PROCEDURES

Authority to Levy Taxes

Each Participant is authorized to levy a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within its boundaries in sufficient amount to pay the principal of and interest on any unlimited tax bonds issued by it, Contract Tax to pay debt service on Contract Revenue Bonds, including the Bonds, that the Master District may hereafter issue, and to pay the expenses of assessing and collecting such taxes. Voters within each Participant have also authorized the levy of a maintenance and operations tax not to exceed \$1.20 per \$100 valuation for the operation and maintenance of water, wastewater, and drainage facilities and road facilities serving the Participants.

Property Tax Code and County-wide Appraisal District

Title I of the Texas Tax Code (the "Property Tax Code") specifies the taxing procedures of all political subdivisions of Texas. Provisions of the Property Tax Code are complex and are not fully summarized herein. The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Appraisal District has the responsibility of appraising property for all taxing units within the County. Such appraisal values will be subject to review and change by the Comal County Appraisal Review Board (the "Appraisal Review Board"). The appraisal roll, as approved by the Appraisal Review Board, will be used by the Participants in establishing their tax rolls and tax rate. See "TAXING PROCEDURES – Valuation of Property for Taxation."

Property Subject to Taxation by the Participants

Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in each Participant are subject to taxation by that Participant. Principal categories of exempt property include, but are not limited to: property owned by Texas or its political subdivisions, if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies and personal effects; certain goods, wares, and merchandise in transit; certain farm products owned by the producer; certain property of charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; and most individually-owned automobiles. In addition, each Participant may by its own action exempt residential homesteads of persons 65 years or older and certain disabled persons, to the extent deemed advisable by the Board. The Participants may be required to offer such exemptions if a majority of voters approve same at an election. The Participants would be required to call an election upon petition by 20% of the number of qualified voters who voted in the preceding election.

The Participants are authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the Participant's obligation to pay tax supported debt incurred prior to adoption of the exemption by the Participant. Furthermore, the Participants must grant exemptions to disabled veterans or the surviving spouse or children of a deceased veteran who died while on active duty in the armed forces, if requested, but only to the maximum extent of between \$5,000 and \$12,000 depending upon the disability rating of the veteran claiming the exemption. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Furthermore, qualifying surviving spouses of persons 65 years of age and older are entitled to receive a resident homestead exemption equal to the exemption received by the deceased spouse. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. This exemption will also apply to a residence homestead that was donated by a charitable organization at some cost to such veterans. Also, the surviving spouse of a member of the armed forces who was killed in action is entitled to an exemption of the appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the service member's death and said property was the service member's residence homestead at the time of death. Such exemption may be transferred to a subsequent residence homestead of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

The surviving spouse of a first responder who is killed or fatally injured in the line of duty is entitled to an exemption of the appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the first responder's death, and said property was the first responder's residence homestead at the time of death. Such exemption would be transferred to a subsequent residence homestead of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in Texas to exempt up to 20% of the appraised market value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted by July 1. To date, none of the Participants have adopted a homestead exemption.

Freeport Goods and Goods-in-Transit Exemption: A "Freeport Exemption" applies to goods, wares, ores, and merchandise other than oil, gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining petroleum or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing, or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the Participants do not have such an option. A "Goods-in-Transit" Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2013 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and the location where said property is detained during that period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption includes tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one (1) or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the Participants may, by official action and after public hearing, tax goods-in-transit property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and

in the manner prescribed by applicable law. The Participants have taken official action to allow taxation of all such goods-in-transit personal property for all prior and subsequent years.

Tax Abatement

The County may designate all or part of the area within the Service Area as a reinvestment zone. Thereafter, the County and the Participants, at the option and discretion of each entity, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the Participants, for a period of up to 10 years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. As of September 1, 1999, each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions. To date, the County has not designated any part of the area within the Service Area as a reinvestment zone.

Valuation of Property for Taxation

Generally, property in the Service Area must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the Participants in establishing their tax rolls and tax rate. Assessments under the Property Tax Code are to be based on 100% of market value, as such is defined in the Property Tax Code. Nevertheless, certain land may be appraised at less than market value, as such is defined in the Property Tax Code. The Texas Constitution limits increases in the appraised value of residence homesteads to 10% annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its fair market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all of such property would bring if sold as a unit to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by one (1) political subdivision while claiming it for another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the Participants can collect taxes based on the new use, including taxes for the previous three (3) years, for open space land and timberland.

The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all property in the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisals will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county wide basis. The Participants, however, at their expense, have the right to obtain from the Appraisal District a current estimate of appraised values within that Participant or an estimate of any new property or improvements within that Participant. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the Service Area, it cannot be used for establishing a tax rate within the Service Area until such time as the Appraisal District chooses to formally include such values on its appraisal roll.

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% physically damaged by a disaster and located within an area declared to be a disaster area by the Governor. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the Participants, adopting its tax rate for the tax year. A taxing unit, such as the Participants, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from

15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

During the 2nd Special Session, convened on June 27, 2023, the Texas Legislature passed Senate Bill 2 (“SB 2”), which, among other things, includes provisions that prohibit an appraisal district from increasing the appraised value of real property during the 2024 tax year on non-homestead properties (the “Subjected Property”) whose appraised values are not more than \$5,000,000 (the “Maximum Property Value”) to an amount not to exceed the lesser of: (1) the market value of the Subjected Property for the most recent tax year that the market value was determined by the appraisal office or (2) the sum of: (a) 20% of the appraised value of the Subjected Property for the preceding tax year; (b) the appraised value of the Subjected Property for the preceding tax year; and (c) the market value of all new improvements to the Subjected Property (collectively, the “Appraisal Cap”). After the 2024 tax year, through December 31, 2026, the Appraisal Cap may be increased or decreased by the product of the preceding state fiscal year’s increase or decrease in consumer price index, as applicable, to the Maximum Property Value. SB 2 was signed into law by the Governor on July 22, 2023; however, the provisions described hereinabove took effect on January 1, 2024.

Participant and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the Participants, may appeal orders of the Appraisal Review Board by filing a timely petition for review in district court. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the Participants and provides for taxpayer referenda which could result in the repeal of certain tax increases. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Levy and Collection of Taxes

The Participants are responsible for the levy and collection of its taxes unless it elects to transfer such functions to another governmental entity. The rate of taxation is set by the Board, after the legally required notice has been given to owners of property within that Participant, based upon: a) the valuation of property within that Participant as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes, and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of 6% of the amount of the tax for the first calendar month it is delinquent, plus 1% for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of 12% regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the Participant and a delinquent tax attorney. A delinquent tax on personal property incurs an additional penalty, in an amount established by the Participant and a delinquent tax attorney, 60 days after the date the taxes become delinquent. The delinquent tax accrues interest at a rate of 1% for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the Participant, may be rejected by taxing units. The Participant’s tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of taxes, penalties, and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) 65 years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

Tax Payment Installments After Disaster

Certain qualified taxpayers, including owners of residential homesteads, located within a designated disaster area or emergency area and whose property has been damaged as a direct result of the disaster or emergency,

are entitled to enter into a tax payment installment agreement with a taxing jurisdiction, such as the Participants, if the taxpayer pays at least $\frac{1}{4}$ th of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three (3) equal installments within six (6) months of the delinquency date.

Additionally, the Property Tax Code authorizes a taxing jurisdiction, such as the Participants, solely at the jurisdiction's discretion to adopt a similar installment payment option for taxes imposed on property that is located within a designated disaster area or emergency area and is owned or leased by certain qualified business entities, regardless of whether the property has been damaged as a direct result of the disaster or emergency.

Rollback of Maintenance and Operations Tax Rate

Chapter 49 of the Texas Water Code classifies districts differently based on the current maintenance and operations tax rate or on the percentage of build-out that the Participants has completed. Districts that have adopted a maintenance and operations tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified as "Low Tax Rate Districts." Districts that have financed, completed, and issued bonds to pay for all improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, may be required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus 1.08 times the previous year's maintenance and operations tax rate.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions for the preceding tax year, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, may be required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus 1.035 times the previous year's maintenance and operations tax rate plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor or the President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the maintenance and operations tax threshold applicable to Low Tax Rate Districts.

Developing Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax rate imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are authorized to petition for an election to reduce the maintenance and operations tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus 1.08 times the previous year's maintenance and operations tax rate.

The District

The Master District has not levied a tax and is not anticipating levying a tax, so it has not yet made a determination of its status as a Low Tax Rate District, Developed District or Developing District. The Participants cannot give any assurances as to what its classification will be at any point in time or whether the

Participants' future tax rates will result in a total tax rate that will reclassify the Participants into a new classification and new election calculation.

Participant's Rights in the Event of Tax Delinquencies

Taxes levied by the Participants are a personal obligation of the owner of the property as of January 1 of the year in which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of Texas and each taxing unit, including the Participants, having the power to tax the property. The Participants' tax lien is on a parity with the tax liens of other such taxing units. A tax lien on real property takes priority over the claims of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the Participants is determined by federal law. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the Participants may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the Participants must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights or by bankruptcy proceedings which restrict the collection of taxpayer debts. A taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and other types of property after the purchaser's deed at the foreclosure sale is filed in the county records.

LEGAL MATTERS

Legal Opinions

Delivery of the Bonds will be accompanied by the approving legal opinion of the Attorney General of the State of Texas to the effect that the Bonds are valid and legally binding obligations of the Master District under the Constitution and laws of Texas payable from the proceeds of the Contract Payments from the Participants and based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds; the approving legal opinion of Bond Counsel, to a like effect and to the effect that (i) interest on the Bonds is excludable from gross income for federal tax purposes under existing law and (ii) interest on the Bonds will not be subject to the alternative minimum tax on individuals.

Bond Counsel has reviewed the information appearing herein under "THE BONDS (except for information under the subheadings "Book Entry Only Systems," and "Payment Record," "THE PARTICIPANTS," "THE MASTER DISTRICT – General," "TAXING PROCEDURES," "LEGAL MATTERS – Legal Opinions," "TAX MATTERS," and "CONTINUING DISCLOSURE (except for the information under the subheading "Compliance with Prior Undertakings"), solely to determine whether such information fairly summarizes matters of law and the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained herein nor has it conducted an investigation of the affairs of the District or the Developers for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

The legal fees paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the bonds actually issued, sold and delivered and, therefore, such fees are contingent upon the sale and delivery of the Bonds.

No-Litigation Certificate

The District will furnish the Initial Purchaser a certificate, dated as of the Date of Delivery, executed by both the Board President or the Board Vice President and the Board Secretary or the Board Assistant Secretary, to the effect that no litigation of any nature has been filed or is to their knowledge then pending or threatened, either in state or federal courts, contesting or attaching the Bonds; restraining or enjoining the issuance, execution, or delivery of the Bonds; affecting the provisions made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Bonds; or affecting the validity of the Bonds.

No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District subsequent to the date of sale from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended through the date of sale.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, under current law, interest on the Bonds (a) is not included in gross income for federal income tax purposes, (b) is not an item of tax preference for purposes of the federal alternative minimum income tax, and (c) is taken into account by applicable corporations (as defined in Section 59(k) of the Code for the alternative minimum tax imposed on such corporations. No other opinion is expressed by Bond Counsel regarding the tax consequences of the ownership of or the receipt or accrual of interest on the Bonds.

Bond Counsel's opinion is given in reliance upon certifications by representatives of the District as to certain facts relevant to both the opinion and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and is subject to the condition that there is compliance subsequent to the issuance of the Bonds with all requirements of the Code that must be satisfied in order for interest thereon to remain excludable from gross income for federal income tax purposes. The District has covenanted to comply with the current provisions of the Code regarding, among other matters, the use, expenditure, and investment of the proceeds of the Bonds and the timely payment to the United States of any arbitrage rebate amounts with respect to the Bonds. Failure by the District to comply with such covenants, among other things, could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to their date of issue.

Customary practice in the giving of legal opinions includes not detailing in the opinion all the assumptions, limitations, and exclusions that are a part of the conclusions therein. See *"Statement on the Role of Customary Practice in the Preparation and Understanding of Third-Party Legal Opinions"*, 63 Bus. Law. 1277 (2008) and *"Legal Opinion Principles"*, 53 Bus. Law. 831 (May 1998). Purchasers of the Bonds should seek advice or counsel concerning such matters as they deem prudent in connection with their purchase of Bonds.

Bond Counsel's opinion represents its legal judgment based in part upon the representations and covenants referenced therein and its review of current law, but is not a guarantee of result or binding on the Internal Revenue Service (the "Service") or the courts. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may come to Bond Counsel's attention after the date of its opinion or to reflect any changes in law or the interpretation thereof that may occur or become effective after such date.

Alternative Minimum Tax

Individuals – Bond Counsel's opinion states that under current law interest on the Bonds is not an item of reference and is not subject to the alternative minimum tax on individuals.

Applicable Corporations – Bond Counsel's opinion also states that under current law interest on the Bonds may have to be taken into account by applicable corporations (as defined in Section 59(k) of the Code) for the alternative minimum tax imposed on such corporations. Under current law, an "applicable corporation" generally is a corporation with average annual adjusted financial statement income for a 3-taxable-year period ending after December 31, 2021, that exceeds \$1 billion.

Other Tax Matters

In addition to the matters addressed above, prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including without limitation financial institutions, property and casualty insurance companies, S corporations, foreign corporations subject to the branch profits tax, recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to the applicability and impact of such consequences.

Prospective purchasers of the Bonds should consult their own tax advisors as to the status of interest on the Bonds under the tax laws of any state, local, or foreign jurisdiction.

The Service has a program to audit state and local government obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the Service does audit the Bonds, under current Service procedures, the Service will treat the District as the taxpayer and the owners of the Bonds will have only limited rights, if any, to participate.

There are many events that could affect the value and liquidity or marketability of the Bonds after their issuance, including but not limited to public knowledge of an audit of the Bonds by the Service, a general change in interest rates for comparable securities, a change in federal or state income tax rates, federal or state legislative or regulatory proposals affecting state and local government securities and changes in judicial interpretation of existing law. In addition, certain tax considerations relevant to owners of Bonds who purchase Bonds after their issuance may be different from those relevant to purchasers upon issuance. Neither the opinion of Bond Counsel nor this Official Statement purports to address the likelihood or effect of any such potential events or such other tax considerations and purchasers of the Bonds should seek advice concerning such matters as they deem prudent in connection with their purchase of Bonds.

Original Issue Discount

Some of the Bonds may be sold at initial sale prices that are less than their respective stated redemption prices payable at maturity (collectively, the “Discount Bonds”). The excess of (i) the stated redemption price at maturity of each maturity of the Discount Bonds, over (ii) the initial offering price to the public (excluding bond houses and brokers) at which a substantial amount of each maturity of the Discount Bonds is sold will constitute original issue discount. Original issue discount will accrue for federal income tax purposes on a constant-yield-to-maturity method based on regular compounding; and a holder’s basis in such a Bond will be increased by the amount of original issue discount treated for federal income tax purposes as having accrued on the Bond while the holder holds the Bond.

Under the Code, for purposes of determining a holder’s adjusted basis in a Discount Bond, original issue discount treated as having accrued while the holder holds the Bond will be added to the holder’s basis. Original issue discount will accrue on a constant-yield-to-maturity method based on semiannual compounding. The adjusted basis will be used to determine taxable gain or loss upon the sale or other disposition (including redemption or payment at maturity) of a Discount Bond.

Prospective purchasers of Discount Bonds should consult their own tax advisors as to the calculation of accrued original issue discount and the state and local tax consequences of owning or disposing of such Bonds.

Bond Premium

Bonds purchased, whether upon issuance or otherwise, for an amount (excluding any amount attributable to accrued interest) in excess of their principal amount will be treated for federal income tax purposes as having amortizable bond premium. A holder’s basis in such a Bond must be reduced by the amount of premium which accrues while such Bond is held by the holder. No deduction for such amount will be allowed, but it generally will offset interest on the Bonds while so held. Purchasers of such Bonds should consult their own tax advisors as to the calculation, accrual, and treatment of amortizable bond premium and the state and local tax consequences of holding such Bonds.

Not Qualified Tax-Exempt Obligations

The Bonds will NOT be designated “qualified tax-exempt obligations” for financial institutions within the meaning of Section 265(b) of the Code.

CONTINUING DISCLOSURE

In the Bond Resolution, the Master District has the following agreement for the benefit of the holders and beneficial owners of the Bonds. The Master District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the Master District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information to the Municipal Securities Rulemaking Board (“MSRB”). The MSRB established the Electronic Municipal Market Access (“EMMA”) system.

Annual Reports

The Master District will provide certain updated financial information and operating data to the MSRB annually.

In addition, the District has agreed to provide information with respect to Southstar at Mayfair and any affiliated entities, any person or entity to whom Southstar at Mayfair voluntarily assigns (except as collateral)

the right to receive payment out of the proceeds from the sale of the bonds of the District, and each other person or entity, if any, to whom the District voluntarily makes or agrees or has agreed to make a payment out of such proceeds. The District will be obligated to provide information concerning Southstar at Mayfair and any other such person or entity only if and so long as (1) such person owns more than 20% of the taxable property within the Participant by value, as reflected by the most recently certified tax rolls (and without effect to special valuation provisions), (2) such persons have made tax or other payments to the Participant which were used or available to pay more than 20% of the District's debt service requirements in the applicable fiscal year, or (3) at the end of such fiscal year such persons are obligated to the District to provide or pay for District facilities or debt in an amount which exceeds 20% of the amount of the District's bonds then outstanding.

The information to be updated with respect to the Master District includes all quantitative financial information and operating data of the general type included under "MASTER DISTRICT FINANCIAL DATA" (except under the subheading "Estimated Direct and Overlapping Debt Statement"), "TAX DATA," "APPENDIX A – Certain Financial Information Regarding the Participants," and "APPENDIX B – Financial Statements of the Participant and with respect to Southstar at Mayfair, the information included under "TAX DATA – Principal Taxpayers." The Master District will update and provide this information within six (6) months after the end of each of its fiscal years ending in or after 2026. The Master District will provide the updated information to EMMA.

The Master District will provide the updated information to the MSRB through its EMMA system. The Master District may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 of the Securities Exchange Act (the "Rule"). The updated information will include audited financial statements if an audit is commissioned and the audit is completed by the required time. If the audit of such financial statements is not complete within such period, then the Master District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six (6) month period, and audited financial statements when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in the Bond Resolution, or such other accounting principles as the Master District and the Participants may be required to employ from time to time pursuant to state law or regulation.

The Master District's current fiscal year end is June 30. Accordingly, it must provide updated information by December 31 in each year, unless the Master District changes its fiscal year. If the Master District changes its fiscal year, it will notify EMMA of the change.

Material Event Notices

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten (10) business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds; (7) modifications to rights of beneficial owners 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 District or other obligated person within the meaning of the Rule; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the District or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or obligated person, 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 the financial obligation of the District or obligated person, any of which reflect financial difficulties. The term "material" when used in this paragraph shall have the meaning ascribed to it under federal securities laws. The term "financial obligation" when used in this paragraph shall have the meaning ascribed to it under federal securities laws. The term "financial obligation" does not include municipal

securities for which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule. Neither the Bonds nor the Bond Resolution make any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide information, data, or financial statements in accordance with its agreement described above under “Annual Reports.”

Availability of Information from EMMA

The District has agreed to provide the information only to the MSRB. The MSRB has prescribed that such information must be filed via EMMA. The MSRB makes the information available to the public without charge and investors will be able to access continuing disclosure information filed with the MSRB at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of material events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, if but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering made hereby 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 either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the initial offering. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The Bonds represent the District’s first series of bond indebtedness, as such, the District has not previously entered into a continuing disclosure agreement.

OFFICIAL STATEMENT

General

The information contained herein has been obtained primarily from the Master District’s records, the Master District Engineer, the Developer, the Tax Assessor/Collector, and other sources believed to be reliable; however, no representation is made as to the accuracy or completeness of the information contained herein, except as described below. All of the summaries of the statutes, resolutions, orders, contracts, audits, and engineering and other related reports set forth herein are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

The Master District’s financial statements for the fiscal year ended June 30, 2025, were audited by the Auditor and are attached hereto as “APPENDIX B – FINANCIAL STATEMENTS OF THE PARTICIPANT AND MASTER DISTRICT.” The Auditor has consented to the publication of such financial statements herein.

Experts

In approving this Official Statement, the District has relied upon the following experts in addition to the Financial Advisor:

The Engineer: The information contained herein relating to engineering matters and to the description of the System and the Road System and, in particular, that information included in the sections entitled "DEVELOPMENT WITHIN THE SERVICE AREA," MAYFAIR," and "MASTER DISTRICT FACILITIES" has been provided by Pape-Dawson Engineers, LLC and has been included in reliance upon the authority of said firm as experts in the field of civil engineering.

Tax Assessor/Collector and Appraisal District: The information contained herein relating to principal taxpayers and tax collection rates and the certified assessed valuation of property in the District and, in particular, such information contained in the section captioned "TAX DATA," has been provided by Comal County and the Comal Appraisal District in reliance upon their authority as experts in appraising and tax assessing.

Certification as to Official Statement

The District, acting by and through its Board in its official capacity, in reliance upon the experts listed above, hereby certifies, as of the date hereof, that to the best of its knowledge and belief, the information, statements and descriptions pertaining to the District and its affairs herein contain no untrue statements of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information, description and statements concerning entities other than the District, including particularly other governmental entities, have been obtained from sources believed to be reliable, but the District has made no independent investigation or verification of such matters and makes no representation as to the accuracy or completeness thereof.

Updating of Official Statement

If, subsequent to the date of this Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes this Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to this Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement this Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District in writing on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

CONCLUDING STATEMENT

The information set forth herein has been obtained from the District's records, audited financial statements and other sources which are considered to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will ever be realized. All of the summaries of the statutes, documents and resolutions contained herein are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such summarized documents for further information. Reference is made to official documents in all respects.

This Official Statement was approved by the Board of Directors of Comal County Water Improvement District No. 3 Master District as of the date shown on the cover.

/s/ _____
President, Board of Directors
Comal County Water Improvement District No. 3 Master District

ATTEST:

/s/ _____
Secretary, Board of Directors
Comal County Water Improvement District No. 3 Master District

APPENDIX A

CERTAIN FINANCIAL INFORMATION REGARDING THE PARTICIPANTS

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3A

Voter Authorized Unlimited Tax Water, Sewer, and Drainage Bonds	\$	152,500,000
Voter Authorized Unlimited Tax Road Bonds	\$	81,000,000
Total Principal Amount of Unlimited Tax Bonds Issued	\$	5,000,000
Debt Service Tax Limitation (per \$100 of Assessed Valuation)		Unlimited
Maintenance and Operations Tax Limitation (per \$100 of Assessed Valuation)		\$ 1.200
Contract Tax Limitation		Unlimited
Gross Outstanding Direct Debt	\$	5,000,000
2025 Gross Certified Assessed Valuation	\$	86,272,434
Preliminary 2026 Gross Assessed Valuation of the Participants	\$	236,015,705
Estimated Gross Assessed Valuation as of April 1, 2026	\$	251,564,798
2025 Gross Certified Assessed Valuation as a Percentage of the:		
2025 Gross Certified Assessed Valuation of the Participants		100 %
Preliminary 2026 Gross Assessed Valuation of the Participants		100 %
Estimated Gross Assessed Valuation of the Participants as of April 1, 2026		100 %
Estimated Average Annual Debt Service Requirement on the		
Bonds (\$1,465,869) (2026-2050):		
Pro Rata Share Based on the 2025 Gross Certified Assessed Valuation	\$	1,465,869
Pro Rata Share Based on the Preliminary 2026		
Gross Certified Assessed Valuation	\$	1,465,869
Pro Rata Share Based on the Estimated Gross Valuation as of April 1, 2026	\$	1,465,869
Estimated Maximum Annual Debt Service Requirement on the		
Bonds (\$1,512,197) (2050):		
Pro Rata Share Based on the 2025 Gross Certified Assessed Valuation	\$	1,512,197
Pro Rata Share Based on the Preliminary 2026		
Gross Certified Assessed Valuation	\$	1,512,197
Pro Rata Share Based on the Estimated Gross Valuation as of April 1, 2026	\$	1,512,197
Tax Rate Required to Pay Pro Rata Share of the		
 Bonds Based Upon the 2025 Certified Gross Assessed Valuation		
 at 95% Collections:		
Estimated Average Annual Debt Service Requirement	\$	1.79
Estimated Maximum Annual Debt Service Requirement	\$	1.85
Tax Rate Required to Pay Pro Rata Share of the		
 Bonds Based Upon the Preliminary 2026 Certified Gross Assessed Valuation		
 at 95% Collections:		
Estimated Average Annual Debt Service Requirement	\$	0.66
Estimated Maximum Annual Debt Service Requirement	\$	0.68
Tax Rate Required to Pay Pro Rata Share of the		
 Bonds Based Upon the Estimated Gross Assessed Valuation as of		
 April 1, 2026, at 95% Collections:		
Estimated Average Annual Debt Service Requirement	\$	0.62
Estimated Maximum Annual Debt Service Requirement	\$	0.64

Status of Single-Family Development as of July 10, 2026:

Approximate Total Developed Acreage	197
Single-Family Homes	206 (a)
Total Developed Lots	966

(a) Occupied homes only.

Principal Taxpayers

The following table illustrates the principal taxpayers, type of property, and their assessed values as of January 1, 2025:

Taxpayer	Type of Property	Assessed Valuation 2025 Tax Roll	Percent of 2025 Tax Roll
Southstar At Mayfair Developer LLC (a)	Land & Improvements	\$ 20,015,743	23.20%
Felder CND Mayfair LLC (a)	Land & Improvements	6,337,490	7.35%
Toll Southwest LLC (b)	Land & Improvements	3,634,438	4.21%
Village At Mayfair LLC ©	Land & Improvements	2,732,250	3.17%
Scott Felder Homes LLC (b)	Land & Improvements	2,099,140	2.43%
404 West Alpine LLC	Land & Improvements	1,745,980	2.02%
660 DFH 11 LLC	Land & Improvements	1,221,040	1.42%
Novak Mayfair LLC	Land & Improvements	1,212,900	1.41%
Perry Homes LLC (b)	Land & Improvements	1,179,975	1.37%
Weekley Homes LLC (b)	Land & Improvements	1,072,440	1.24%
Total		\$ 41,251,396	47.82%

(a) See "THE DEVELOPER AND PRINCIPAL LANDOWNERS."

(b) See "DEVELOPMENT WITHIN THE DISTRICT – Homebuilders within the District."

(c) See "Risk FACTORS – Rental Homes."

Historical Tax Collections

The following represents the historical tax collections for WID 3A's 2024-2025 tax years.

Tax Year	Assessed Valuation	Tax Rate (a)	Adjusted Levy	Percent Collections Current Year	Tax Year Ending 09/30	Percent Collections as of 5/15/2026
2024	\$ 48,885,255	\$ 0.95	\$ 426,410	99.72%	2025	98.68%
2025	86,272,434	0.95	819,588	89.30%	2026	89.30%

(a) Total tax rate per \$100 of assessed valuation for each respective tax year.

Tax Rate Distribution

The following table illustrates the components of the tax rate for the District's 2024–2025 tax years:

	2025	2024
System Debt Service	\$0.000	\$0.000
Road Debt Service	0.000	0.000
Contract Tax	0.000	0.000
Maintenance and Operations	0.950	0.950
Total	<u>\$0.950</u>	<u>\$0.950</u>

APPENDIX B

FINANCIAL STATEMENTS OF THE PARTICIPANT AND THE MASTER DISTRICT

- **2025 Audit for Comal County Water Improvement District No. 3A (Participant)**
- **2025 Audit for Comal County Water Improvement District No. 3 Master District**

7/27/2026

Agenda Item No. A)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

Applicant/Owner: Will Baker with Awe Be Ltd.

SUBJECT:

Public hearing and first reading of an ordinance, requested by Will Baker of Awe Be Ltd., to rezone approximately 0.3 of an acre out of the Starlight Terrace Subdivision Unit 1, Block 2, Lot 9, from M-1 (Light Industrial District) to R-2A (Single-Family and Two-Family District), currently addressed at 1038 and 1042 Seidel Street.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:****Case No:** PZ26-0214**Applicant/Owner:**

Will Baker

(830) 743-2256

Staff Contact:

Amanda Mushinski, AICP, CNU-A

(830) 221-4056 | amushinski@newbraunfels.gov

The subject property is approximately 1/3 of an acre located on the northwest side of Seidel Street, approximately 700 feet southwest of the intersection of Seidel Street and North Live Oak Avenue, and near HEB Soccer Fields. It lies within the Starlight Terrace Subdivision, platted in 1972. Many of the lots on Seidel Street are between one-quarter acre and one-half acre in size and are developed with single-family and two-family (duplex) residences. It is bordered by M-1 and R-2A zoning with adjacent land uses consisting of both stick-built and manufactured homes.

ISSUE:

The submitted application indicates that the proposed zoning change is intended to allow the property to develop under the R-2A zoning district, which allows both single-family and two-family (duplex) residential uses. The M-1 Light Industrial zoning district formerly allowed residential uses; however, the ordinance was amended in 2019 to remove residential uses from the industrial districts to preserve them for industrial and manufacturing development and to protect residential areas from the potential negative impacts associated with industrial activity. As a result, existing residential uses within M-1 zoning districts became legal nonconforming uses.

After 2019, several owners in the neighborhood were approved for rezoning of their properties from M-1 to a R-2A to ensure they can rebuild or redevelop if their homes were to be damaged or destroyed, as the previous standards limited the ability to replace legal nonconforming residential structures. In spring 2023, a subsequent

ordinance amendment codified a special rule that existing homes zoned M-1 would be allowed to develop, replace, rebuild, repair, and otherwise improve their properties without standard nonconforming limitations.

The subject proposed rezoning would no longer allow uses within the existing industrial zoning district and formally align the property with the residential use and development pattern already established in the surrounding neighborhood. Additionally, rezoning to R-2A would help to protect the existing residential neighborhood from the potential encroachment of future industrial development.

Traffic Impact Analysis (TIA): Per adopted ordinance, if a TIA is required, it will be conducted at the future 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 future Public Infrastructure Construction Plan approval process and/or Building Permit stage, as applicable.

COMPREHENSIVE PLAN REFERENCE:

R-2A would be consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.13:** Cultivate an environment where a healthy mix of different housing products at a range of sizes, affordability, densities, amenities, and price points can be provided across the community as well as within individual developments.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, near existing Outdoor Recreation, Civic, and Market Centers.

STRATEGIC PLAN REFERENCE:

☒Economic Mobility ☐Enhanced Connectivity ☐Community Identity

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

- Economic Mobility - Output: Increase the number of new affordable housing units produced each fiscal year.

FISCAL IMPACT:

The property owner's request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Align development policy to support fiscal health and affordability.
- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Align zoning with compatible future redevelopment potential (residential neighborhood).

RECOMMENDATION:

Approval. The Starlight Terrace Subdivision, Unit 1 was platted in 1972. Many of the homes on Seidel Street were built in the 1970s. Due to the neighborhood's historic use, the surrounding area's residential use, and the lot sizes of this subdivision, R-2A is an appropriate and compatible zoning district.

The Planning Commission held a public hearing on July 7, 2026, and unanimously recommended approval of the applicant's request (7-0).

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.

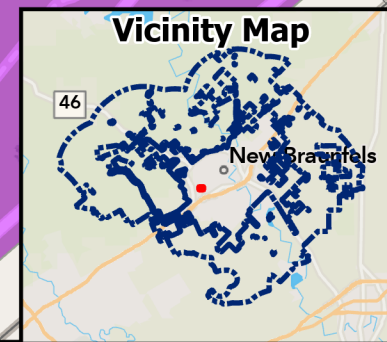
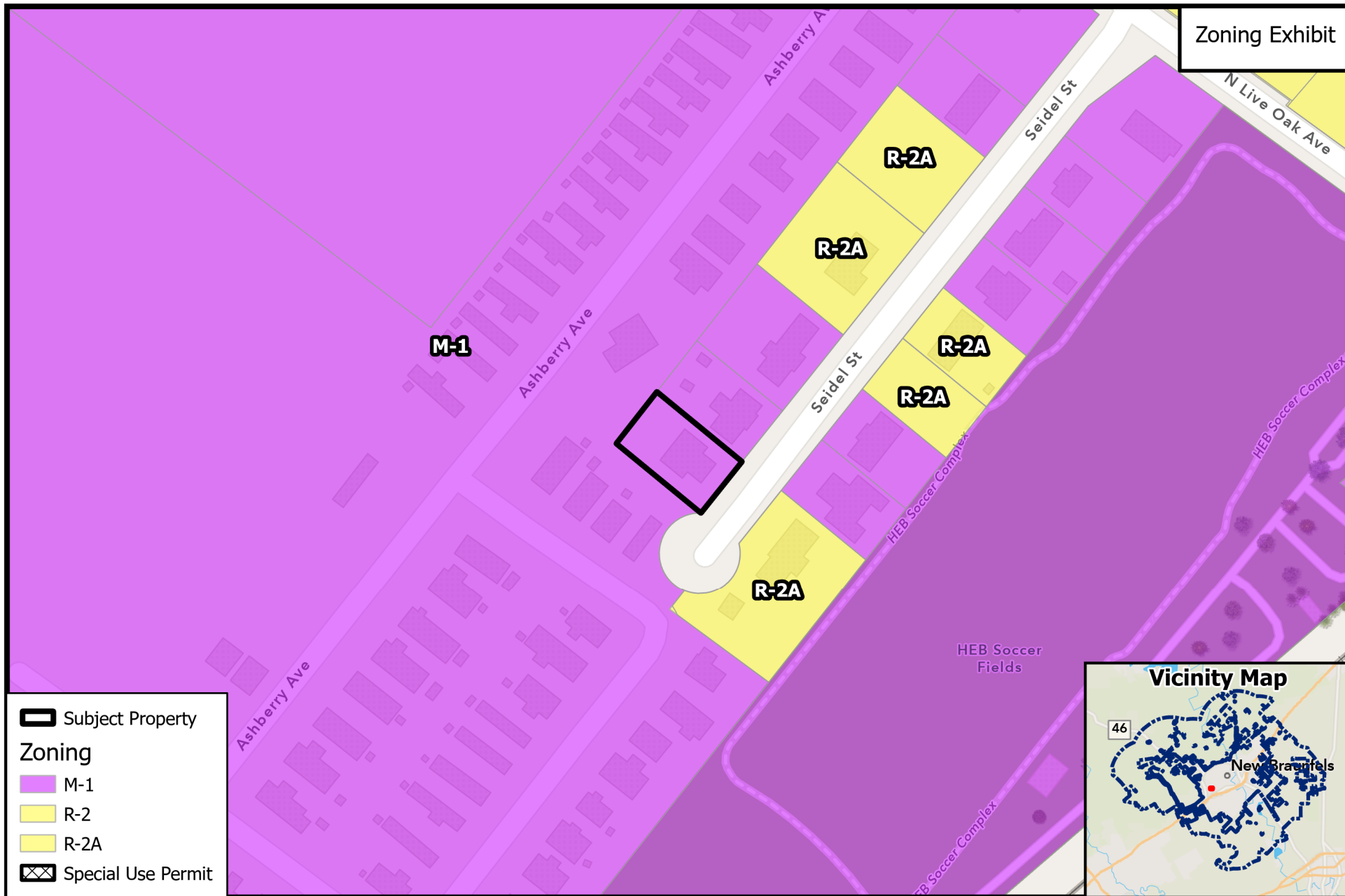
Mailed notification as required by state statute:

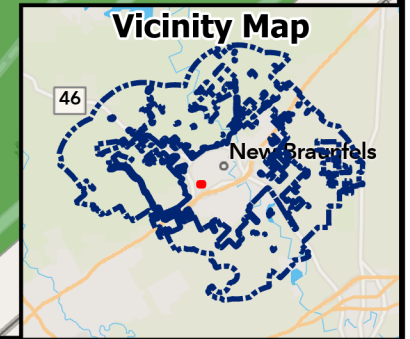
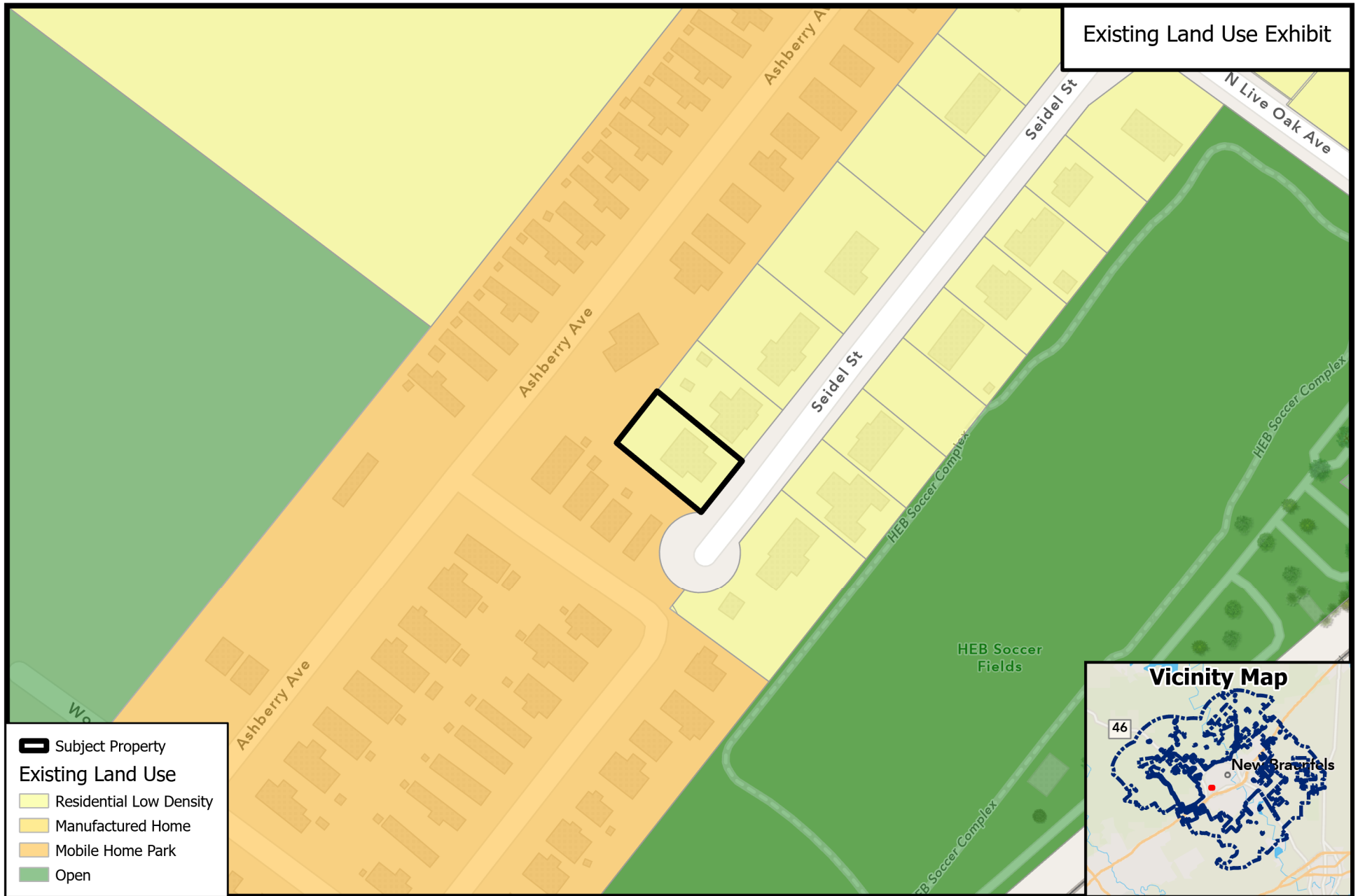
Public hearing notices were sent to 8 owners of property within 200 feet of the request. As of the date this agenda was posted, two responses have been received in favor, and zero in opposition (a supermajority vote of City Council would not be required to approve the applicant's request).

Resource Links:

- 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. 3.4-3 (R-2A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?









1038 & 1042 Seidel St

Land Use	Existing	Proposed
	M-1	R-2A
Accessory building/structure (see section 144-5.4)		P
Accessory dwelling (one accessory dwelling per lot)		P
Accounting, auditing, bookkeeping, and tax preparations	P	
Acid manufacture		
Adult day care (no overnight stay)		
Adult day care (with overnight stay)		
Aircraft support and related services	P	
Airport	P	
All-terrain vehicle (ATV) dealer/sales	P	
Ambulance service (private)	P	
Amphitheaters (outdoor live performances)	P	
Amusement devices/arcade (four or more devices)	P	
Amusement services or venues (indoors) (see section 144-5.13)	P	
Amusement services or venues (outdoors)	P	
Animal grooming shop	P	
Answering and message services	P	
Antique shop	P	
Appliance repair	P	
Archery range	P	
Armed services recruiting center	P	
Art dealer/gallery	P	
Artist or artisans studio	P	
Assembly/exhibition hall or areas	P	
Assisted living facility/retirement home		
Athletic fields	P	
Auction sales (non-vehicle)	P	
Auto body repair, garages (see section 144-5.11)	P	
Auto glass repair/tinting (see section 144-5.11)	P	
Auto interior shop/upholstery (see section 144-5.11)	P	
Auto leasing	P	
Auto muffler shop (see section 144-5.11)	P	
Auto or trailer sales rooms or yards (see section 144-5.12)	P	
Auto or truck sales rooms or yards—Primarily new (see section 144-5.12)	P	
Auto paint shop	P	
Auto repair as an accessory use to retail sales	P	
Auto repair garage (general) (see section 144-5.11)	P	
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)	P	
Bakery (retail)	P	
Bank, savings and loan, or credit union	P	
Bar/tavern (no outdoor music)	P	
Bar/tavern	P	
Barber/beauty college (barber or cosmetology school or college)	P	
Barns and farm equipment storage (related to agricultural uses)	P	P
Battery charging station	P	
Bed and breakfast inn (see section 144-5.6)		

Land Use	Existing	Proposed
	M-1	R-2A
Bicycle sales and/or repair	P	
Billiard/pool facility	P	
Bingo facility	P	
Bio-medical facilities	P	
Blacksmith or wagon shops	P	
Blooming or rolling mills		
Boarding house/lodging house		
Book binding	P	
Book store	P	
Bottling or distribution plants (milk)	P	
Bottling works	P	
Bowling alley/center (see section 144-5.13)	P	
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)	P	
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots	P	
Bus passenger stations	P	
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)	P	
Car wash, full service (detail shop)	P	
Carpenter, cabinet, or pattern shops	P	
Carpet cleaning establishments	P	
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)	P	
Child day care/children's nursery (business)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities	P	
Cleaning, pressing and dyeing (non-explosive fluids used)	P	
Clinic (dental)	P	
Clinic (emergency care)	P	
Clinic (medical)	P	
Club (private)	P	
Coffee shop	P	
Cold storage plant	P	
Commercial amusement concessions and facilities	P	
Communication equipment—Installation and/or repair	P	
Community building (associated with residential uses)	P	P

Land Use	Existing	Proposed
	M-1	R-2A
Community home (see definition)		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	P	
Contractor's temporary on-site construction office	P	P
Convenience store with gas sales	P	
Convenience store without gas sales	P	
Cotton ginning or baling works		
Country club (private)	P	
Credit agency	P	
Crematorium	P	
Curio shops	P	
Custom work shops	P	
Dance hall/dancing facility (see section 144-5.13)	P	
Day camp	P	
Department store	P	
Distillation of bones		
Dormitory (in which individual rooms are for rental)		
Drapery shop/blind shop	P	
Driving range	P	
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	P	
Electroplating works	P	
Enameling works		
Engine repair/motor manufacturing re-manufacturing and/or repair	P	
Explosives manufacture or storage		
Exterminator service	P	
Fairground	P	
Family home adult care		P
Family home child care		P
Farmers market (produce market—wholesale)	P	
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	P	
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)	P	
Florist	P	
Flour mills, feed mills, and grain processing	P	
Food or grocery store with gasoline sales	P	
Food or grocery store without gasoline sales	P	

Land Use	Existing	Proposed
	M-1	R-2A
Food processing (no outside public consumption)	P	
Forge (hand)	P	
Forge (power)	P	
Fraternal organization/civic club (private club)	P	
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)	P	
Freight terminal, truck (all storage of freight in an enclosed building)	P	
Frozen food storage for individual or family use	P	
Funeral home/mortuary	P	
Furniture manufacture	P	
Furniture sales (indoor)	P	
Galvanizing works	P	
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)	P	
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator	P	
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)	P	
Heavy manufacturing		
Heliport	P	
Hides/skins (tanning)		
Home occupation (see section 144-5.5)		P
Home repair and yard equipment retail and rental outlets	P	
Hospice		
Hospital, general (acute care/chronic care)	P	
Hospital, rehabilitation	P	
Hotel/motel	P	
Hotels/motels—Extended stay (residence hotels)		
Ice delivery stations (for storage and sale of ice at retail only)	P	
Ice plants	P	
Indoor or covered sports facility		
Industrial laundries	P	
Iron and steel manufacture		
Junkyards, including storage, sorting, baling or processing of rags		
Kiosk (providing a retail service)	P	
Laboratory equipment manufacturing	P	
Laundromat and laundry pickup stations	P	
Laundry, commercial (without self-serve)	P	
Laundry/dry cleaning (drop off/pick up)	P	

Land Use	Existing	Proposed
	M-1	R-2A
Laundry/washateria (self-serve)	P	
Lawnmower sales and/or repair	P	
Leather products manufacturing	P	
Light manufacturing	P	
Limousine/taxi service	P	
Livestock sales/auction		
Locksmith	P	
Lumber mill		
Lumberyard (see section 144-5.15)	P	
Lumberyard or building material sales (see section 144-5.15)	P	
Machine shop	P	
Maintenance/janitorial service	P	
Major appliance sales (indoor)	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	
Manufacturing and processes	P	
Manufacturing processes not listed		
Market (public, flea)	P	
Martial arts school	P	
Meat or fish packing/storage plants		
Medical supplies and equipment	P	
Metal fabrication shop	P	
Micro brewery (onsite mfg. and/or sales)	P	
Micro distillery (onsite mfg. and/or sales)	P	
Mini-warehouse/self-storage units (no boat and RV storage permitted)	P	
Mini-warehouse/self-storage units with outside boat and RV storage	P	
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film	P	
Motion picture theater (indoors)	P	
Motion picture theater (outdoors, drive-in)	P	
Motorcycle dealer (primarily new/repair)	P	
Moving storage company	P	
Moving, transfer, or storage plant	P	
Multifamily (apartments/condominiums)		
Museum	P	
Natural resource extraction and mining		
Needlework shop	P	
Nonbulk storage of gasoline, petroleum products and liquefied petroleum	P	
Nursing/convalescent home/sanitarium		
Offices, brokerage services	P	
Offices, business or professional	P	
Offices, computer programming and data processing	P	

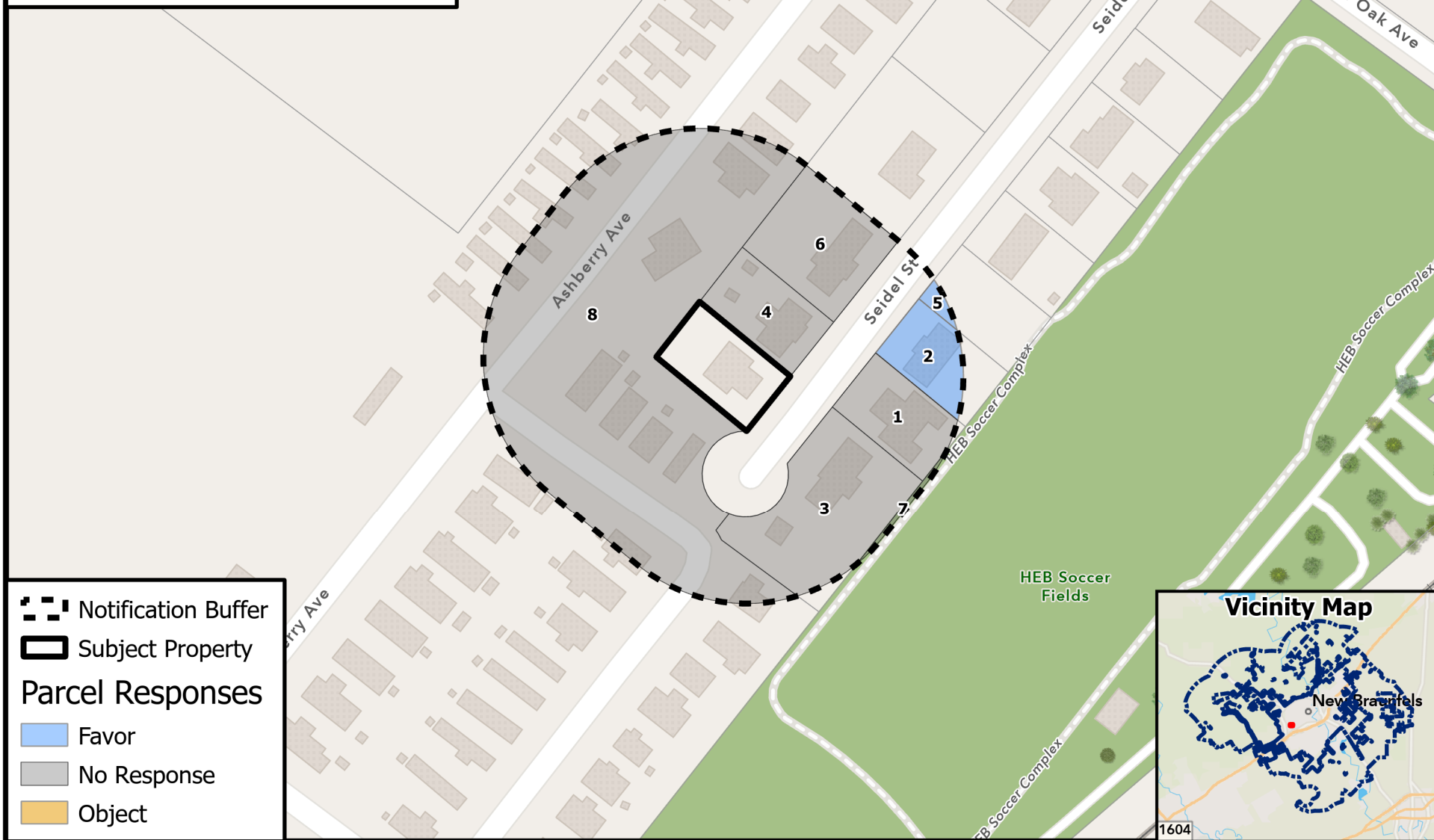
Land Use	Existing	Proposed
	M-1	R-2A
Offices, consulting	P	
Offices, engineering, architecture, surveying or similar	P	
Offices, health services	P	
Offices, insurance agency	P	
Offices, legal services, including court reporting	P	
Offices, medical offices	P	
Offices, real estate	P	
Offices, security/commodity brokers, dealers, exchanges and financial services	P	
Oil compounding and barreling plants		
One-family dwelling, detached		P
Outside storage (as primary use)	P	
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)	P	
Pet shop/supplies (less than 10,000 sq. ft.)	P	
Pet store (over 10,000 sq. ft.)	P	
Petroleum or its products (refining of)		
Photo engraving plant	P	
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	
Plant nursery (retail sales/outdoor storage)	P	
Plastic products molding/reshaping	P	
Plumbing shop	P	
Portable building sales	P	
Poultry killing or dressing for commercial purposes	P	
Propane sales (retail)	P	
Public recreation/services building for public park/playground areas	P	P
Publishing/printing company (e.g., newspaper)	P	
Quick lube/oil change/minor inspection	P	
Radio/television shop, electronics, computer repair	P	
Railroad roundhouses or shops		
Rappelling facilities	P	
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)	P	
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
	M-1	R-2A
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.)	P	
Retirement home/home for the aged		
Rock crushers and rock quarries		
Rodeo grounds	P	
RV park		
RV/travel trailer sales	P	
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	P	
Shoe repair shops	P	
Shooting gallery—Indoor (see section 144-5.13)	P	
Shooting range—Outdoor (see section 144-5.13)		
Shopping center	P	
Sign manufacturing/painting plant	P	
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	P	
Storage—Exterior storage for boats and recreational vehicles	P	
Storage in bulk	P	
Structural iron or pipe works		
Studio for radio or television, without tower (see zoning district for tower authorization)	P	
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	P	
Taxidermist	P	
Telecommunications towers/antennas (see section 144-5.7)		
Telemarketing agency	P	
Telephone exchange buildings (office only)	P	
Tennis court (commercial)	P	
Theater (non-motion picture; live drama)	P	
Tire sales (outdoors)	P	
Tool rental	P	
Townhouse (attached)		
Transfer station (refuse/pick-up)	P	
Travel agency	P	

Land Use	Existing	Proposed
	M-1	R-2A
Truck or transit terminal	P	
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)	P	
Upholstery shop (non-auto)	P	
Used or second hand merchandise/furniture store	P	
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.)	P	
Video rental/sales	P	
Warehouse/office and storage/distribution center	P	
Waterfront amusement facilities—Berthing facilities sales and rentals	P	
Waterfront amusement facilities—Boat fuel storage/dispensing facilities	P	
Waterfront amusement facilities—Boat landing piers/launching ramps	P	
Waterfront amusement facilities—Swimming/wading pools/bathhouses	P	
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop	P	
Wholesale sales offices and sample rooms	P	
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)	P	
Wool scouring		
Zero lot line/patio homes		

1

Property Owner - Refer to Property Number on Postcard. Numbers may shift due to real estate transactions from the initial notification.



PLANNING COMMISSION – July 7, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Will Baker

Address/Location: 1038 and 1042 Seidel St

PZ26-0214

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. MARSH CANET ANNETTE M | 6. LERMA MANUEL & MARY |
| 2. LEMMONS INVESTMENT GROUP LLC | 7. NEW BRAUNFELS CITY OF |
| 3. PROPERTY OWNER #3 | 8. BAVARIAN VILLAGE INC |
| 4. ROBINSON DOUGLAS A & KRISTIN G | |
| 5. GRAHAM LINDA K TRST 06-11-2025 | |

SEE MAP

GRAHAM LINDA K TRST 06-11-2025

1020 SEIDEL STREET

NEW BRAUNFELS TX 78130

Property #: 5

PZ26-0214

Case Manager: AM

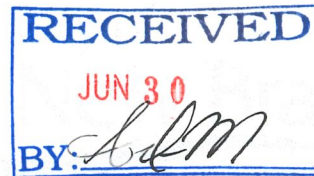
FAVOR



OPPOSE



COMMENTS



LEMMONS INVESTMENT GROUP LLC

26610 FOREST LINK

NEW BRAUNFELS TX 78132

Property #: 2

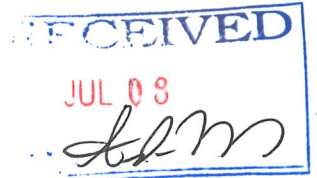
PZ26-0214

Case Manager: AM

FAVOR ☒

OPPOSE ☐

COMMENTS



Draft Minutes for the 7/7/2026 Planning Commission Regular Meeting

B) PZ26-0214 Public hearing and recommendation to City Council, requested by Will Baker of Awe Be Ltd., of approximately 0.3 of an acre out of the Starlight Terrace Subdivision Unit 1, Block 2, Lot 9, from M-1 (Light Industrial District) to R-2A (Single-Family and Two-Family District), currently addressed at 1038 and 1042 Seidel Street.

Amanda Mushinski introduced the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

Discussion followed on previous rezoning requests for homeowners insurance.

Chair Sonier invited the applicant to speak on the item.

Will Baker, owner, elaborated on the need for the request.

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

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Commissioner Henry, seconded by Commissioner Nolte to approve the item. Motion carries unanimously (7-0-0).

Absent:

Allsup, and Rudy

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.3 ACRES, BEING OUT OF THE STARLIGHT TERRACE SUBDIVISION UNIT 1, BLOCK 2, LOT 9, CURRENTLY ADDRESSED AT 1038 AND 1042 SEIDEL STREET, FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO R-2A (SINGLE-FAMILY AND TWO-FAMILY 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 R-2A (Single-Family and Two-Family District), the City Council has given due consideration to all components of said district; and

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

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

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

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

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of approximately 0.3 acres being out of the Starlight Terrace Subdivision Unit 1, Block 2, Lot 9, currently addressed at 1038 and 1042 Seidel Street from M-1 (Light Industrial District) to R-2A (Single-Family and Two-Family 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 M-1 (Light Industrial District) to R-2A (Single-Family and Two-Family District):

Approximately 0.3 acres, being out of the Starlight Terrace Subdivision Unit 1, Block 2, Lot 9, as depicted on Exhibit "A" and delineated 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 July 2026.

PASSED AND APPROVED: Second reading this 10th day of August 2026.

CITY OF NEW BRAUNFELS

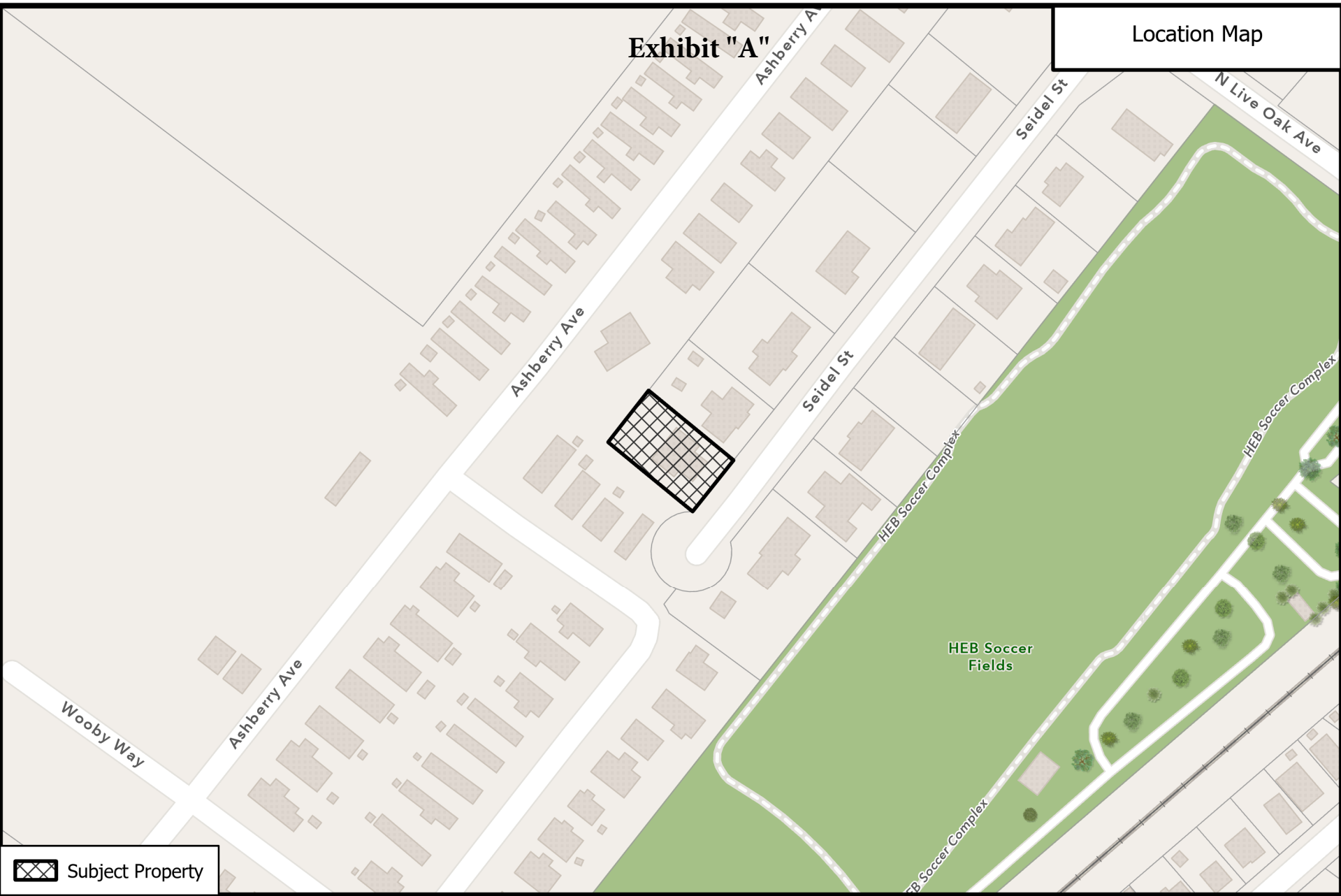
MICHAEL FRENCH, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

City Attorney's Office



SCALE: 1"=20'

(N 39°20' E 80')
 N 38°19'12" E 79.95'
 10' UTILITY ESM'T. (12/158)
 6' UTILITY ESM'T. (224/544)
 FENCE OUT 2.4'
 FENCE OUT 2.5'
 15' B.S. (205/846)
 CONC. CONC.
 LOT 9
 10,599 SQ. FT.
 0.2433 ACRES
 A/C PAD A/C PAD
 ONE STORY BRICK & SIDING DUPLEX
 15.3'
 6' B.S. (205/846)
 FENCE OUT 3.7'
 25' B.S. (PER PLAT) (205/846)
 COV. CONC. COV. CONC.
 CONC. DRIVE
 49.7'
 FENCE IN 0.4'
 6' B.S. (205/846)
 S 51°28'21" E 132.57'
 (S 50°40' E 132.22')
 LOT 8
 DETAIL A (NOT TO SCALE)
 5' AERIAL EASEMENT AT A HEIGHT OF 20' AND ABOVE (PER PLAT)
 SEE DETAIL A
 N 38°36'56" E 79.73'
 (N 39°20' E 80.00')
 S 38°19'12" W 79.95'
 (S 39°20' W 80')
 EDGE OF ASPHALT
 C.M.
 PROPERTY CORNER BEARS N 43°02'30" W, 0.334' FROM CENTER OF 2 INCH CHAIN LINK FENCE POST

NOTE:
THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS,
EASEMENTS, AGREEMENTS, AND/OR SETBACK LINES (IF
ANY) AS FOLLOWS: VOLUME 4, PAGE 34 & VOLUME 12,
PAGE 58 OF THE MAP AND PLAT, AND VOLUME 224,
PAGE 544 OFFICIAL PUBLIC RECORDS, COMAL COUNTY,
TEXAS.

(C) = CLEANOUT
 (CV) = IRRIGATION CONTROL VALVE

THIS SURVEY IS
ACKNOWLEDGED AND
IS ACCEPTED:



 FIRM REGISTRATION NO.
10111700

**Westar
Alamo**

LAND SURVEYORS, L.L.C.

P.O. BOX 1645 BOERNE, TEXAS 78006
PHONE (210) 372-8500, FAX (210) 372-9999

 = CALCULATED POINT
 = FOUND 1/2" IRON ROD
 = RECORD INFORMATION
B.S. = BUILDING SETBACK
C.M. = CONTROLLING MONUMENT
 = ELECTRIC METER
 = WATER METER
 = POWER POLE
 = OVERHEAD ELECTRIC
 = TELEPHONE PEDESTAL
 = CABLE PEDESTAL
 = CHAIN LINK FENCE
 = WOOD FENCE

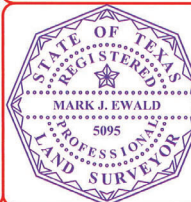
DWG: CH RVD: MJE

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 THE 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 is located within the FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 480931C, Panel No. 0435 from which is dated 5/8/2024. By obtaining this FIRM, the surveyor has confirmed that the location of the property may be in Flood Zone(s) **X (SHADED)**. Because this is a boundary survey, the surveyor did not take any actions to determine the Flood Zone status of the surveyed property. The Flood Zone status of the property is set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONE STATUS OF THE PROPERTY. 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 (SFHAs) can be found at <https://msc.fema.gov/portals>.

Owner:
T.B.D.

I, MARK J. EWALD, 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.

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5095



DATE: 5/1/2026

TITLE COMPANY: N/A

G.F. NO.	N/A
----------	-----

JOB NO.	136734
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TITLE COMPANY: N/A

DATE: 5/1/2026

Texas Registration No. 5095

Texas Registration No. 5095

7/27/2026

Agenda Item No. B)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

Applicant: Elevate Permit Group / Owner: Jeremy Coburn

SUBJECT:

Public hearing and first reading of an ordinance, requested by Elevate Permit Group, on behalf of Jeremy Coburn, to rezone approximately 0.3 of an acre out of City Block 5092, southwest part of Lot 29, from R-2 (Single-Family and Two-Family District) to C-O SUP (Commercial Office District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 256 East Austin Street.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 5**BACKGROUND INFORMATION:****Case No:** SUP26-173**Applicant:**

Elevate Permit Group

(830) 420-0514

Owner:

Jeremy Coburn

(210) 792-2270

Staff Contact:

Amanda Mushinski

(830) 221-4056 | amushinski@newbraunfels.gov

The subject property is approximately 1/3 of an acre on the southeast side of East Austin Street, and approximately 1/2 block northeast of Christus Santa Rosa Hospital. It is bordered by R-2 (Single-Family and Two-Family District) and C-1 (Local Business District) zoning. Adjacent land uses consist of residences and commercial property.

The 1900s residence is roughly 1050 square feet with 3 bedrooms and 2 bathrooms. Per the Zoning Ordinance, the maximum occupancy of a short-term rental (STR) with a total of 3 bedrooms and 2 bathrooms is 8 occupants, and the minimum off-street parking is 3 spaces. There is sufficient room to meet the minimum paved off-street parking requirements.

ISSUE:

The R-2 zoning district is intended to preserve and allow for the development of low-density residential neighborhoods by accommodating detached single-family and duplex dwellings while maintaining compatible development patterns and neighborhood character. Short-Term Rentals (STRs) are not allowed by right or by Special Use Permit overlay (SUP) within residential zoning districts such as R-2. To seek an SUP for an STR, a

property must be rezoned to a non-residential district. To meet that procedural requirement, the applicant is requesting to rezone from R-2 to C-O (Commercial Office District) and concurrently apply for a Special Use Permit (SUP) to allow the short-term rental use of the existing single-family home. C-O allows both 1) the continued use of the existing residence as a single-family dwelling and 2) the potential operation of a short-term rental with SUP approval from City Council.

The applicant initially requested a base zoning district rezoning to MU-A, Low-Intensity Mixed-Use District. While MU-A allows single-family residential use and short-term rentals with SUP approval, it permits a broader range of residential and nonresidential uses than C-O, including multifamily, office, and other low-intensity commercial uses. During the Planning Commission meeting on July 7, 2026, the Commission recommended the applicant consider adjusting their request down to the less intense C-O, Commercial Office District, instead of MU-A. The applicant agreed and is now requesting a base zoning district change to C-O. Because C-O is within the “range of intensity” between the current zoning (R-2) and the originally requested base zoning (MU-A), this alternative could proceed.

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 will be required. Also, the project must comply with all other City Code standards.

COMPREHENSIVE PLAN REFERENCE:

The proposed rezoning and SUP overlay is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land use patterns.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.3:** Balance commercial centers with stable neighborhoods.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, near existing Tourist and Medical Centers.

STRATEGIC PLAN REFERENCE:

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

- Economic Mobility - Objective: Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.
- Economic Mobility - Objective: Support Confluence, the New Braunfels Chamber of Commerce Economic Development Strategic Plan, by helping to ensure a community that supports the targeted industries and increases the diversity of job opportunities in the community.

FISCAL IMPACT:

The 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:

Staff recommends approval. The C-O District balances the applicant's request with a desire to protect the residential character of the surrounding neighborhood and limit potential impacts from incompatible commercial or mixed-use encroachment.

If approved, staff recommends the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.

The Planning Commission held a public hearing on July 7, 2026, and recommended approval of a zoning change from R-2 (Single-Family and Two-Family District) to C-O SUP (Commercial Office District with a Special Use Permit to allow Short Term Rental of a residence) (6-1).

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.

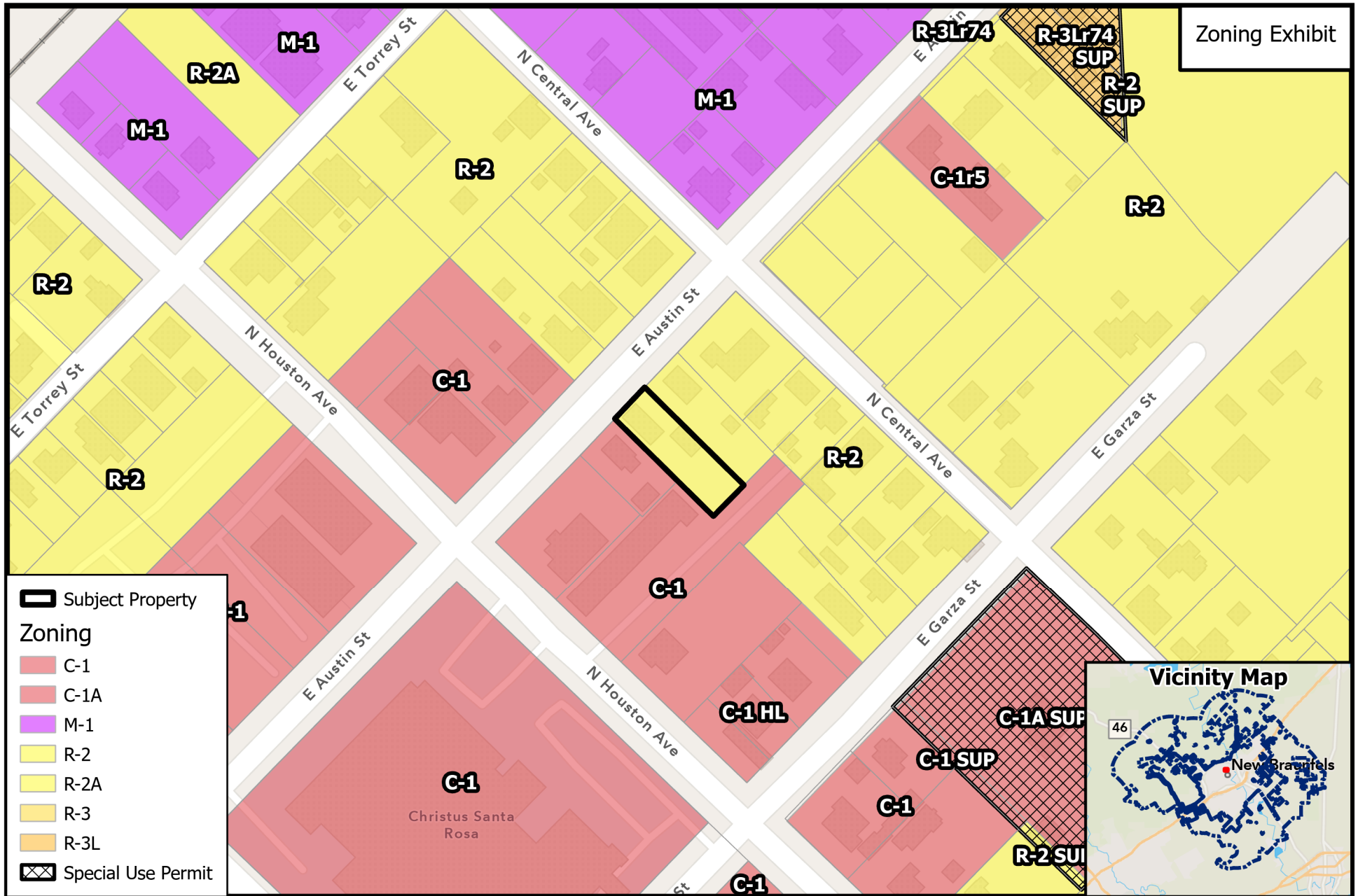
Mailed notification as required by state statute:

Public hearing notices were sent to owners of 20 properties within 200 feet of the request. As of the date this agenda was posted, 4 responses have been received in opposition (18%) and two responses in favor (6%) (a supermajority vote of City Council would not be required to approve the applicant's request.)

Resource Links:

- [Short Term Rental Map <https://newbraunfels.maps.arcgis.com/apps/webappviewer/index.html?id=16f23a4b3c8a41ec89ef42a58185421a>](https://newbraunfels.maps.arcgis.com/apps/webappviewer/index.html?id=16f23a4b3c8a41ec89ef42a58185421a)
- 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. 3.4-10 (MU-A) of the City's Code of Ordinances:
https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.4-17 (C-O) 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:







256 E Austin St

Land Use	Existing	Proposed
	R-2	MU-A
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
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		P
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	MU-A
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	P

Land Use	Existing	Proposed
	R-2	MU-A
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	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	P
Family home child care	P	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	MU-A
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	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	MU-A
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)		
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)		P
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	MU-A
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	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		P
Restaurant/prepared food sales		P
Restaurant with drive-through service		P

Land Use	Existing	Proposed
	R-2	MU-A
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	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		P
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)		P
Transfer station (refuse/pick-up)		
Travel agency		P

Land Use	Existing	Proposed
	R-2	MU-A
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		P

Land Use	Existing	Proposed
	R-2	CO
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
Acid manufacture		
Adult day care (no overnight stay)		P
Adult day care (with overnight stay)		
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)		
Amusement services or venues (indoors) (see section 144-5.13)		
Amusement services or venues (outdoors)		
Animal grooming shop		
Answering and message services		P
Antique shop		P
Appliance repair		
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		
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		
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		
Auto tire repair/sales (indoor)		
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)		
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		
Bed and breakfast inn (see section 144-5.6)		P

Land Use	Existing	Proposed
	R-2	CO
Bicycle sales and/or repair		
Billiard/pool facility		
Bingo facility		
Bio-medical facilities		
Blacksmith or wagon shops		
Blooming or rolling mills		
Boarding house/lodging house		P
Book binding		
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		
Campers' supplies		
Campgrounds		
Canning/preserving factories		
Car wash (self-service; automated)		
Car wash, full service (detail shop)		
Carpenter, cabinet, or pattern shops		
Carpet cleaning establishments		
Caterer		
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)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities		
Cleaning, pressing and dyeing (non-explosive fluids used)		
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		
Community building (associated with residential uses)	P	P

Land Use	Existing	Proposed
	R-2	CO
Community home (see definition)	P	P
Computer and electronic sales		
Computer repair		
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)		P
Consignment shop		
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		
Cotton ginning or baling works		
Country club (private)	P	
Credit agency		P
Crematorium		
Curio shops		
Custom work shops		
Dance hall/dancing facility (see section 144-5.13)		
Day camp		
Department store		
Distillation of bones		
Dormitory (in which individual rooms are for rental)		P
Drapery shop/blind shop		
Driving range		
Drug store/pharmacy		
Duplex/two-family/duplex condominiums	P	P
Electrical generating plant		
Electrical repair shop		
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		
Flour mills, feed mills, and grain processing		
Food or grocery store with gasoline sales		
Food or grocery store without gasoline sales		

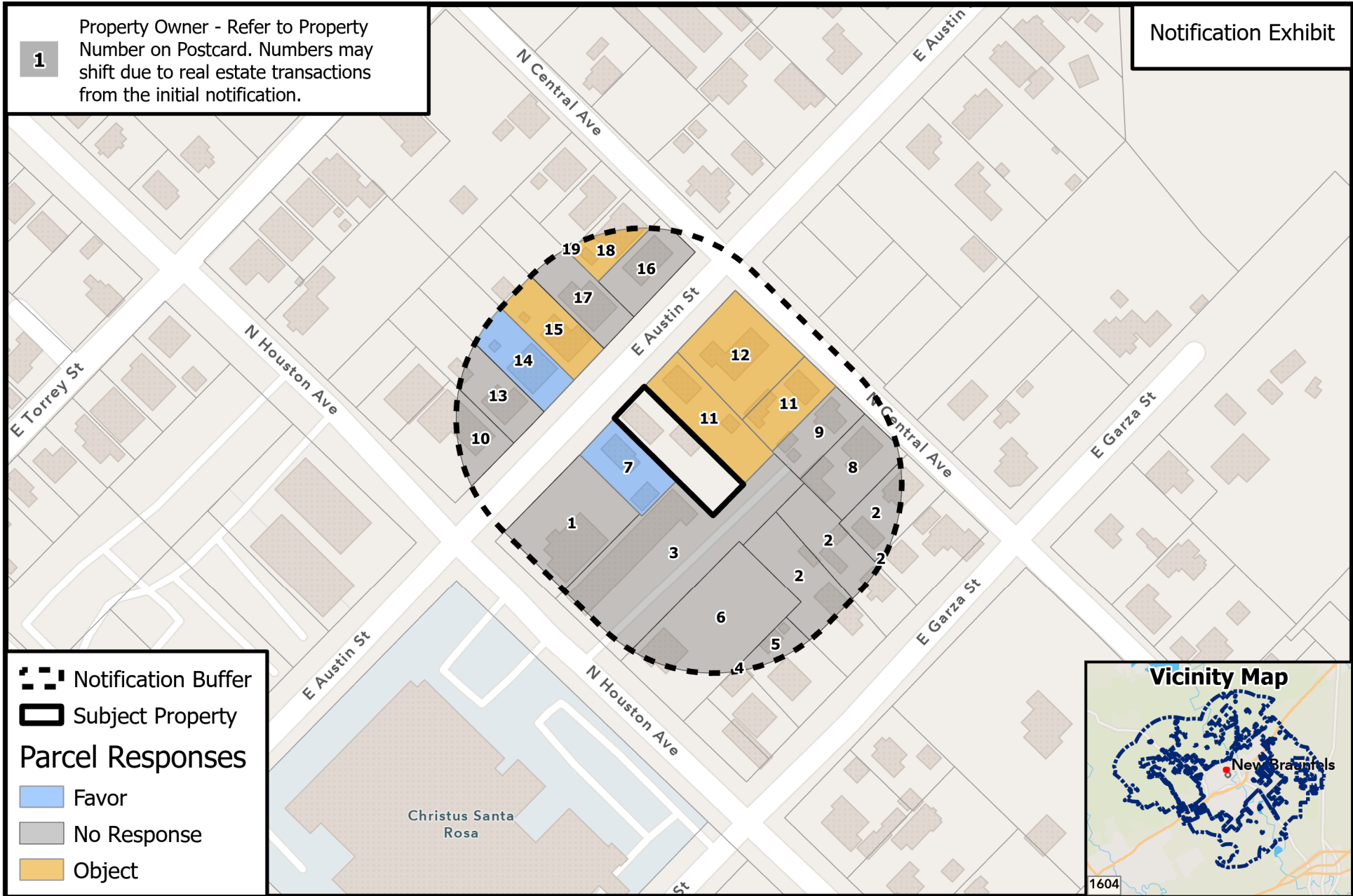
Land Use	Existing	Proposed
	R-2	CO
Food processing (no outside public consumption)		
Forge (hand)		
Forge (power)		
Fraternal organization/civic club (private club)		
Freight terminal, rail/truck (when any storage of freight is wholly outside an enclosed building)		
Freight terminal, truck (all storage of freight in an enclosed building)		
Frozen food storage for individual or family use		
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)		
Handicraft shop		
Hardware store		
Hay, grain, and/or feed sales (wholesale)		
Health club (physical fitness; indoors only)		
Heating and air-conditioning sales/services		
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		
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	CO
Laundry/washateria (self-serve)		
Lawnmower sales and/or repair		
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		
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)		
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)		P
Museum		
Natural resource extraction and mining		
Needlework shop		P
Nonbulk storage of gasoline, petroleum products and liquefied petroleum		
Nursing/convalescent home/sanitarium		
Offices, brokerage services		P
Offices, business or professional		P
Offices, computer programming and data processing		P

Land Use	Existing	Proposed
	R-2	CO
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	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)		
Parking structure/public garage		
Pawn shop		
Personal services		P
Personal watercraft sales (primarily new/repair)		
Pet shop/supplies (less than 10,000 sq. ft.)		
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	
Plant nursery (retail sales/outdoor storage)		
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		
Radio/television shop, electronics, computer repair		
Railroad roundhouses or shops		
Rappelling facilities		
Recreation buildings (private)		
Recreation buildings (public)	P	P
Recycling kiosk		
Refreshment/beverage stand		
Rental or occupancy for less than one month (see section 144-5.17)		
Research lab (non-hazardous)		P
Residential use in buildings with non-residential uses permitted in the district		P
Restaurant/prepared food sales		
Restaurant with drive-through service		

Land Use	Existing	Proposed
	R-2	CO
Retail store and shopping center without drive-through service (50,000 sq. ft. bldg. or less)		
Retail store and shopping center with drive-through service (50,000 sq. ft. bldg. or less)		
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		
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		
Sign manufacturing/painting plant		
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		
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.)		
Sugar refineries		
Tailor shop (see home occupation)		
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)		P
Theater (non-motion picture; live drama)		
Tire sales (outdoors)		
Tool rental		
Townhouse (attached)		P
Transfer station (refuse/pick-up)		
Travel agency		P

Land Use	Existing	Proposed
	R-2	CO
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		
Vehicle storage facility		
Veterinary hospital (no outside animal runs or kennels)		
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		
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)		
Wool scouring		
Zero lot line/patio homes		P



PLANNING COMMISSION – July 7, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Elevate Permit Group

Address/Location: 256 E AUSTIN ST

SUP26-173

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. CAPITAL OF TEXAS REALTY LLC | 11. KASPER KENNETH R |
| 2. DIETERT MICHAEL W & LINDA | 12. KASPER KENNETH R |
| 3. L J CASTLE HILLS VENTURE LTD | 13. KASPER KENNETH |
| 4. LEEPER MARY E | 14. ROBLES MARTIN SR |
| 5. DIETERT MICHAEL W & LINDA P | 15. CAMPOS ATANACIO |
| 6. INSTITUTE FOR PUBLIC HEALTH &
EDUCATION RESEARCH | 16. MARTINEZ AIDA |
| 7. AA HILL COUNTRY PROPERTIES LLC | 17. YBARRA EDDIE M & ANGELES MATA-
YBARRA |
| 8. HANSEL LORI J | 18. RODRIGUEZ CONSUELO |
| 9. GUERRERO ALICIA G RVCBL TRST 04-16-
2025 | 19. GONZALES ANDREW J |
| 10. FORNEY BUILDING PARTNERS LTD | 20. RAMSEY ESTHER GARCIA |

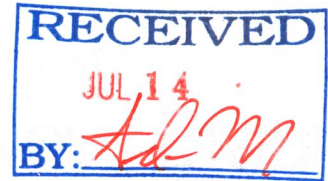
SEE MAP

CAMPOS ATANACIO
496 S CASTELL AVE
NEW BRAUNFELS TX 78130
Property #: 14
SUP26-173
Case Manager: AM

FAVOR ☒

COMMENTS

OPPOSE ☐



AA HILL COUNTRY PROPERTIES LLC

700 BELL SPRINGS ROAD

DRIPPING SPRINGS TX 78620

Property #: 7

SUP26-173

Case Manager: AM

FAVOR



OPPOSE



COMMENTS

RECEIVED

JUL 08

BY: *Ad-M*

MARTINEZ AIDA

265 E AUSTIN ST

NEW BRAUNFELS TX 78130

Property #: 15

SUP26-173

Case Manager: AM

FAVOR



OPPOSE



COMMENTS

we had renters across the street. They were into drug. People coming & going within 30 mins. There were shots fired but got the wrong house. The houses are the same color. The gas meter was gone. People working down the street all police. There is three of us ladies living by ourselves. we never were afraid before. I very much oppose!!! one of my next door neighbor is in her 10's

CEIVED

JUL 08

BY: *Ad-M*

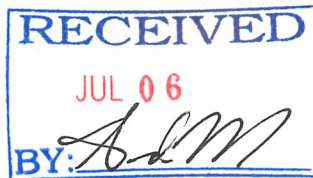
KASPER KENNETH R
272 E AUSTIN ST
NEW BRAUNFELS TX 78130
Property #: 11
SUP26-173
Case Manager: AM

COMMENTS

FAVOR ☐

OPPOSE ☒

ST Rentals =
All night noise



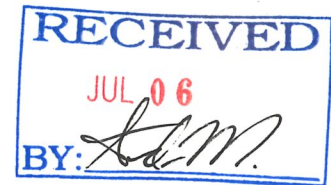
KASPER KENNETH
656 N CENTRAL AVE
NEW BRAUNFELS TX 78130
Property #: 12
SUP26-173
Case Manager: AM

COMMENTS

FAVOR ☐

OPPOSE ☒

ST Rental y Pool
Will cause ~~noise~~
LATE NIGHT PARTIES
in the quiet
neighborhood





Planning Division
To  Amanda Mushinski

Retention Policy CoNB Retention Policy (5 years, 11 months) Expires 5/31/2032

Reply

Reply All

Planning and Development Services
550 Landa Street | New Braunfels, TX 78130
830-221-4052 | planning@newbraunfels.gov
One City, One Team

Property # 18

-----Original Message-----
From: Digestible Media <digestiblemedia@gmail.com>
Sent: Tuesday, July 7, 2026 4:04 PM
To: Planning Division <planning@newbraunfels.gov>
Subject: Oppose SUP26-173

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello New Braunfels Planning commision.

I live at 717 N Central Ave and am affected by SUP26-173. I am wiring to oppose this zoning change. Would prefer if our neighborhood did not become a short term rental area.

Thanks!

ANDREW JAMES GONZALES
717 N Central Ave
New Braunfels Tx 78130

Draft Minutes for the 7/7/2026 Planning Commission Regular Meeting

A) SUP26-173 Public hearing and recommendation to City Council, requested by Elevate Permit Group, on behalf of Jeremy Coburn, to rezone approximately 0.3 of an acre out of City Block 5092, southwest part of Lot 29, from R-2 (Single-Family and Two-Family District) to MU-A SUP (Low Intensity Mixed Use District with a Special Use Permit to allow Short Term Rental of a residence), currently addressed at 256 East Austin Street.

Amanda Mushinski introduced the aforementioned item and recommended denial.

Chair Sonier asked if there were any questions for staff.

Discussion followed on the recommended denial and previously denied mid-block cases.

Chair Sonier invited the applicant to speak on the item.

Jeremy Coburn, owner, elaborated on the request discussing the community need, compatibility with the current neighborhood, guest limits, and parking accessibility.

Discussion followed on the residential objection, and the decision to pick the MU-A zoning.

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

2 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Tuesday, July 7, 2026 New Braunfels Planning Commission Regular Meeting

Chair Sonier asked if there were any further discussion or motion to be made.

Discussion followed on closest short term rental to the property, and the merits of MU-A vs the CO zoning districts.

Motion by Commissioner Taylor, seconded by Commissioner Henry to recommend the item for approval to rezone the property to CO instead of the requested MU-A with staff recommendations. Motion carries (6-1-0).

Opposed:

Mathis

Absent:

Allsup, and Rudy

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.3 ACRES, BEING OUT OF CITY BLOCK 5092, SOUTHWEST PART OF LOT 29, ADDRESSED AT 256 EAST AUSTIN STREET, FROM R-2 (SINGLE-FAMILY AND TWO-FAMILY DISTRICT) TO C-O SUP (COMMERCIAL OFFICE DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW 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 the C-O (Commercial Office District) 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 City Council desires to amend the Zoning Map by changing the zoning of approximately 0.2 acres being out of City Block 5092, southwest part of Lot 29, addressed at 256 East Austin Street, from R-2 (Single-Family and Two-Family District) to C-O SUP (Commercial Office District with a Special Use Permit to allow Short Term Rental of a Residence); 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 256 East Austin Street, to allow a Short-Term Rental of a Residence in the C-O (Commercial Office 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 rezoning the following tract of land from R-2 (Single-Family and Two-Family District) to C-O SUP (Commercial Office District with a Special Use Permit to allow Short Term Rental of a Residence) with conditions herein described:

Approximately 0.3 acres, being out of City Block 5092, southwest part of Lot 29, as described on Exhibit "A", attached.

SECTION 2

THAT the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit "B" and floor plan Exhibit "C". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

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

SECTION 4

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

SECTION 5

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 27th day of July 2026.

PASSED AND APPROVED: Second reading this 10th day of August 2026.

CITY OF NEW BRAUNFELS

MICHAEL FRENCH, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

Exhibit "A"**Trihydro Corporation**

1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130

PHONE (830) 626-3588

jhickman@trihydro.com

TBPELS Firm Registration #10194320

BEING, all that parcel of land situated in the corporate limits of the City of New Braunfels, Comal County, Texas, being known as the southwest part of Lot No. 29, New City Block 5092. Also being the same tract described in Document No. 202206045450, Official Public Records Comal County, Texas (O.P.R.C.C.TX.);

COMMENCING at an iron rod found on the southeast right-of-way line of E. Austin St. marking the west corner of a called 0.161 acre tract, called the northeast part of Lot 25, New City Block 5092 and recorded in Document No. 201606039704, O.P.R.C.C.TX.;

THENCE North 44°03'00" East, a distance of 62.94 feet to a 1/2-inch iron rod found on said southeast right-of-way line of E. Austin St. marking the north corner of said northeast part of Lot 25, same being the west corner of Lot 29 of said New City Block 5092 and the west corner of the herein described tract and the **POINT OF BEGINNING**;

THENCE, North 44°07'36" East, a distance of 55.28 feet along said southeast right-of-way line of E. Austin St. with the northwest line of said Lot 29 to a 1/2-inch iron rod found marking the north corner of the herein described tract, same being the west corner of the remainder of a called 0.36 acre tract and being a portion of Lots 29 and 32, New City Block 5092 and recorded in Document No. 201206025395, O.P.R.C.C.TX.;

THENCE, South 45°47'51" East, a distance of 174.37 feet departing said southeast right-of-way line of E. Austin St. along the common line of this tract and said remainder of a called 0.36 acre tract to a 1/2-inch iron rod found marking the east corner of the herein described tract, same being on the northwest line of a called 0.705 acre tract, consisting of all of Lot 26 and a portion of Lots 25, 29, and 32, New City Block 5092 and recorded in Document No. 200606050859, O.P.R.C.C.TX.;

THENCE, South 44°16'08" West, a distance of 55.48 feet with the common line of this tract and said 0.705 acre tract to a 1/2-inch iron rod found marking the south corner of the herein described tract, same being an interior corner of said 0.705 acre tract and being on the southwest line of said Lot 29;

THENCE, North 45°44'04" West, along the southwest line of said Lot 29 at 63.3 feet a 1/2-inch iron rod found bears North 44°15'11" East, a distance of 0.92 feet and continuing for a total distance of 174.23 feet to the **POINT OF BEGINNING**. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey feet.



John Mark Hickman, RPLS 7001

Job No.: TXSUR-025-0062

Date: 10/03/2025



EXHIBIT A	SURVEY SHOWING ALL THAT PARCEL OF LAND, SITUATED IN THE CORPORATE LIMITS OF THE CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, KNOWN AS THE SOUTHWEST PART OF LOT NO. 29, NEW CITY BLOCK NO. 5092. ALSO BEING THE SAME TRACT DESCRIBED IN DOCUMENT NO. 202206045450 OFFICIAL PUBLIC RECORDS COMAL COUNTY, TEXAS.	DRAWN BY: PME	PREPARED BY:
	NOTE: ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET.	CHECKED BY: JMH	 New Braunfels Branch Office Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830/626-3337 (F) 830/626-3601
1 OF 2	DATE: 10/03/2025	SCALE: NONE	
	FILE: TXSUR-025-0062		

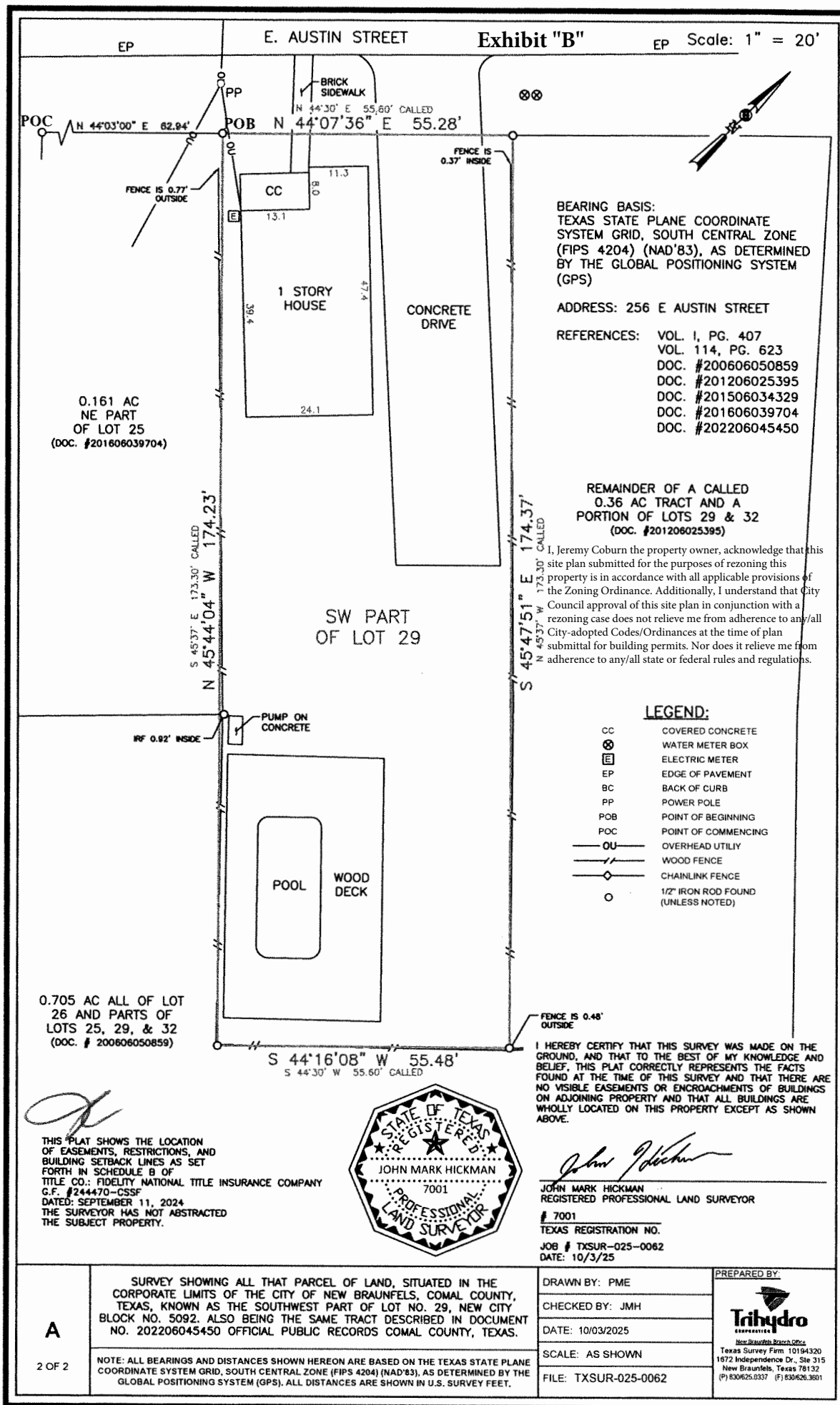
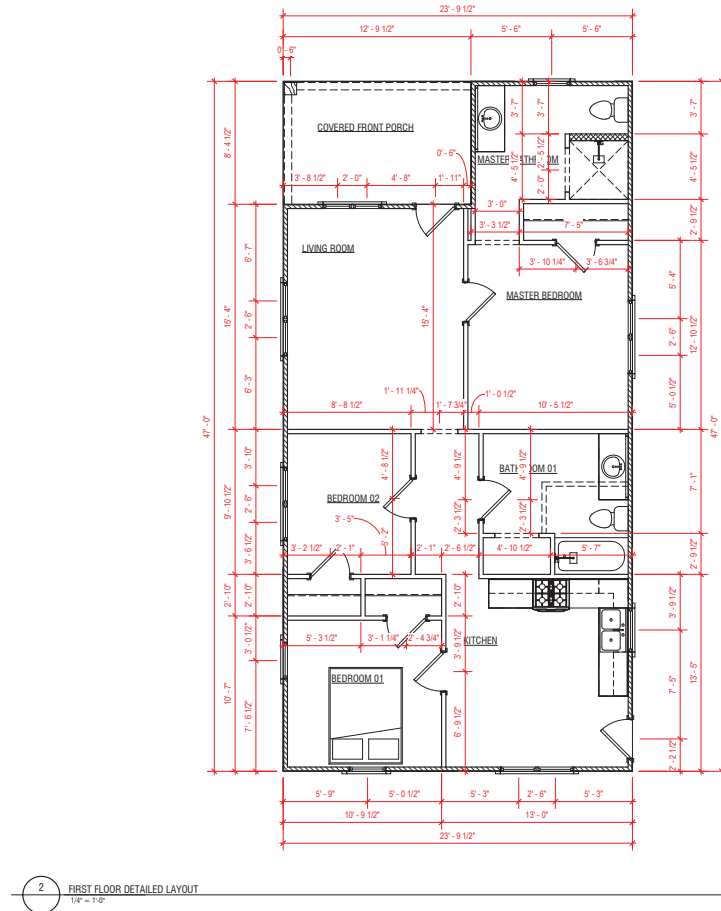
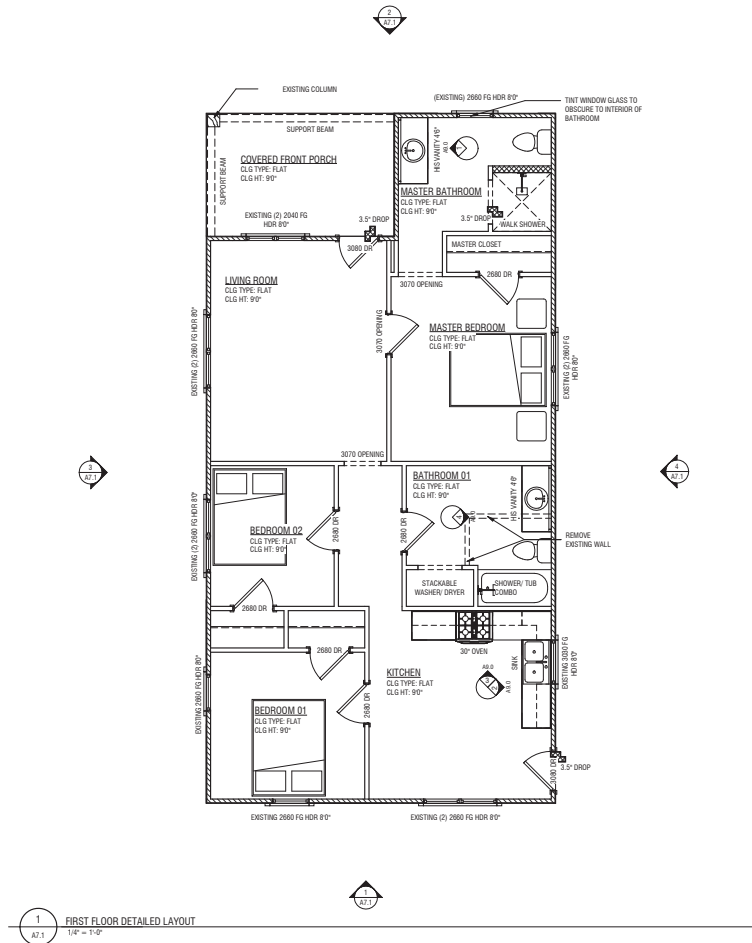


Exhibit "C"



AREA SCHEDULE		
NAME	AREA	COMMENTS
MAIN CONDITIONED SPACE	1011 SF	
COVERED FRONT PORCH	107 SF	
	1118 SF	

DETAILS AND DRAWINGS ARE BUILDERS' TYPE AND THE DESIGNER OF THIS SET OF PLANS HEREBY NOTIFIES BOTH OWNER AND BUILDER THAT HE, "DESIGNER", RELIEVES HIMSELF OF LIABILITIES TO PROBLEMS AT SITE IN REFERENCE TO SAID WORKING DRAWINGS. THESE PLANS ARE PURCHASED BY THE OWNER OF BUILDING AS A MINIMUM SET OF PLANS AND SHOULD BE USED ONLY AS A GUIDELINE. THE BUILDER IS RESPONSIBLE FOR AND SHOULD REVIEW ALL DRAWINGS, SPECIFICATIONS, LOCAL CODES, ELECTRICAL, JOIST, HEADERS, FOUNDATION REQUIREMENTS, SITE RESTRICTIONS, FRAMING AND WOOD LOAD REQUIREMENTS ETC. PRIOR TO COMPLETION OF PLANS AND PRIOR TO ANY CONSTRUCTION.

PROJECT NAME: **EXISTING COBURN RESIDENCE**

SHEET NAME
FIRST FLOOR PLAN

272 EAST AUSTIN STREET, NEW BRAUNFELS, TX 78130

SHEET NUMBER:
A4.0

PAPER SIZE: ARCH D
DATE: Issue Date
SCALE: AS NOTED
DRAWN BY: SEP
CHECKED BY: CSB

SOLUTIONS LLC
Design & Estimating
christopher.blackwell@bmbresolutions.com

[illegible]

7/27/2026

Agenda Item No. C)

PRESENTER:

Matthew Simmont, AICP, Planning Manager

Applicant: Miles Payne

Owner: Samantha Richards, Executor of the Estate of John William Turner

SUBJECT:

Public hearing and first reading of an ordinance, requested by Miles Payne, on behalf of Samantha Richards, Executor of the Estate of John William Turner, to rezone approximately 2 acres out of City Block 3022, from M-1 (Light Industrial District) to M-1 SUP (Light Industrial District with a Special Use Permit for one residence with an allowance for short term rental), currently addressed at 474 North Guenther Avenue.

DEPARTMENT: Neighborhood and Community Planning**COUNCIL DISTRICTS IMPACTED:** 1**BACKGROUND INFORMATION:****Case No:** SUP26-206**Applicant:**

Miles Payne

(254) 913-3612

Owner:

Samantha Richard, Executor of the Estate of John William Turner

(830) 708-7774

Staff Contact:

Mary Lovell, AICP, CNU-A

(830) 221-4051 | mlovell@newbraunfels.gov

The subject property consists of approximately two acres along the east side of North Guenther Avenue, approximately 150 feet east of the intersection of Guenther Avenue and the Union Pacific Railroad. The property is currently zoned M-1 (Light Industrial District). An equipment shed, approximately 1,800 square feet in area, is sited on the property.

The surrounding zoning includes M-1 (Light Industrial District) to the east and west, a Planned Development (Town Creek Planned Development District) to the north, and R-2 (Single-Family and Two-Family District) to the south. The Dry Comal Creek lies to the north and surrounding land uses include the railroad tracks to the south, undeveloped property to the east and a parking lot for the New Braunfels Smokehouse to the west.

A portion of the subject property is situated within the 100-year floodplain, which significantly reduces the applicant's development options. The remainder of the property is within the 500-year floodplain; and this area is suitable for a smaller footprint development. The property is wooded with a substantial tree canopy that the applicant indicated they intend to preserve.

ISSUE:

The applicant is requesting a Special Use Permit (SUP) overlay to allow the construction of one single-family residence within the existing M-1 zoning district with an allowance for operation as a short-term rental (STR). If approved, the short-term rental would be required to submit a short-term rental registration application, subject to annual fire inspections, insurance requirements, and payment of hotel occupancy taxes.

The applicant states that given the floodplain constraints on the property and the desire to keep the tree canopy on the property intact, a single-family residence with the allowance of a short-term rental is the best use of the property at this time.

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

Drainage: Per adopted ordinance, if a drainage study is required, it will be conducted during future development review and permitting processes, as applicable.

COMPREHENSIVE PLAN REFERENCE:

The applicant's request would be 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.
- **Action 3.1:** Plan for healthy jobs/housing balance.
- **Action 3.13:** Cultivate an environment where a healthy mix of different housing products at a range of sizes, affordability, densities, amenities, and price points can be provided across the community as well as within individual developments.
- **Action 5.8:** Encourage native vegetation and remove non-native invasive species in natural riparian and enhanced drainage areas.
- **Action 5.17:** Review and update tree and landscaping ordinances to ensure New Braunfels remains a green city and expands its tree canopy.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, near Existing Recreation, Civic, Market, and Employment Centers.

STRATEGIC PLAN REFERENCE:

☒Economic Mobility ☐Enhanced Connectivity ☒Community Identity

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

- Economic Mobility - Increase the number of new affordable housing units produced each fiscal year.
- 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.
- Community Identity - Adopt the new Land Development Ordinance that implements goals of our residents identified in Envision New Braunfels, including but not limited to protecting historic structures, preserving and increasing green space and **tree canopy**, protecting natural resources, and safeguarding the character, integrity, and stability of neighborhoods.

FISCAL IMPACT:

The property owner's request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Focus development in areas with existing infrastructure to increase property tax revenue without significantly raising service costs.
- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Cultivate partnerships with stakeholders to support small-scale infill projects.

RECOMMENDATION:

Approval. The applicant's request is in accordance with the actions and goals of the Comprehensive Plan, the Strategic Plan and the Land Use Fiscal Analysis. Approval of the SUP would provide a mechanism to allow one additional low-impact use in the underlying M-1 zoning. This approach preserves the City's long-term ability to support industrial or employment-related uses in the area should redevelopment occur in the future, while allowing the property owner reasonable use of the property in the near term, adding to the local lodging inventory without introducing additional intensity beyond what currently exists in the vicinity.

If approved, staff recommends the following conditions and allowances:

1. Submit a registration application for short-term rental and meet all requirements set forth in Sec. 144-5.17, Short term rental or occupancy.
2. A maximum of one (1) single-family dwelling may be permitted on the subject property. Construction of the dwelling must be in compliance with the development standards of the "R-1A-6.6" Single-Family District.

The Planning Commission held a public hearing on July 7, 2026, and recommended approval of the applicant's request (4-3-0).

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:

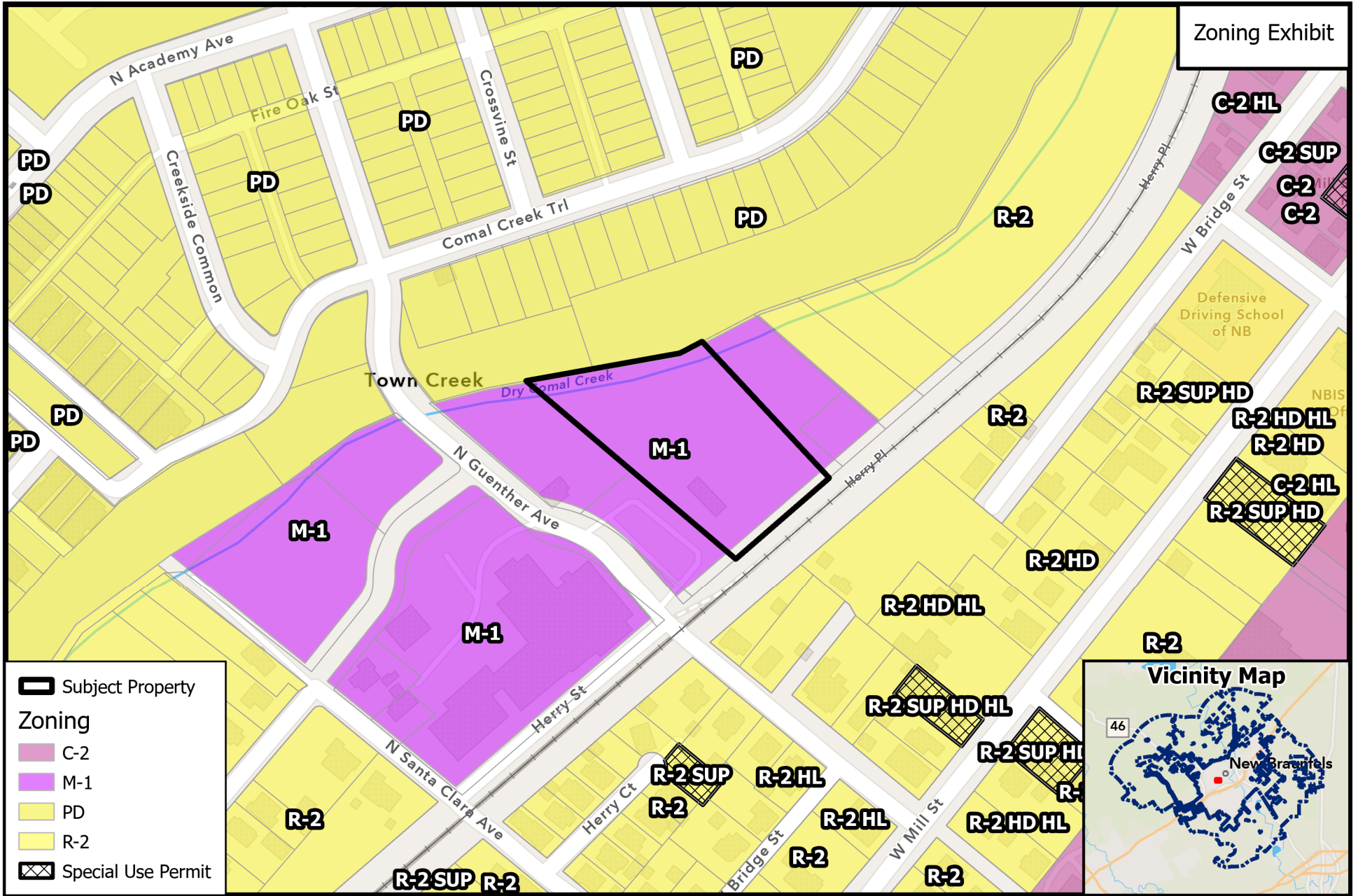
Public hearing notices were sent to owners of 19 properties within 200 feet of the request. As of the date this agenda was posted, four (4) responses in opposition (22%), and three (3) responses in favor (17%) were received. Pursuant to state statute (HB24), a simple majority vote of City Council will be required to approve the applicant's request. House Bill 24 applies to the applicant's request, as the proposed rezoning allows additional residential development than what the current zoning allows.

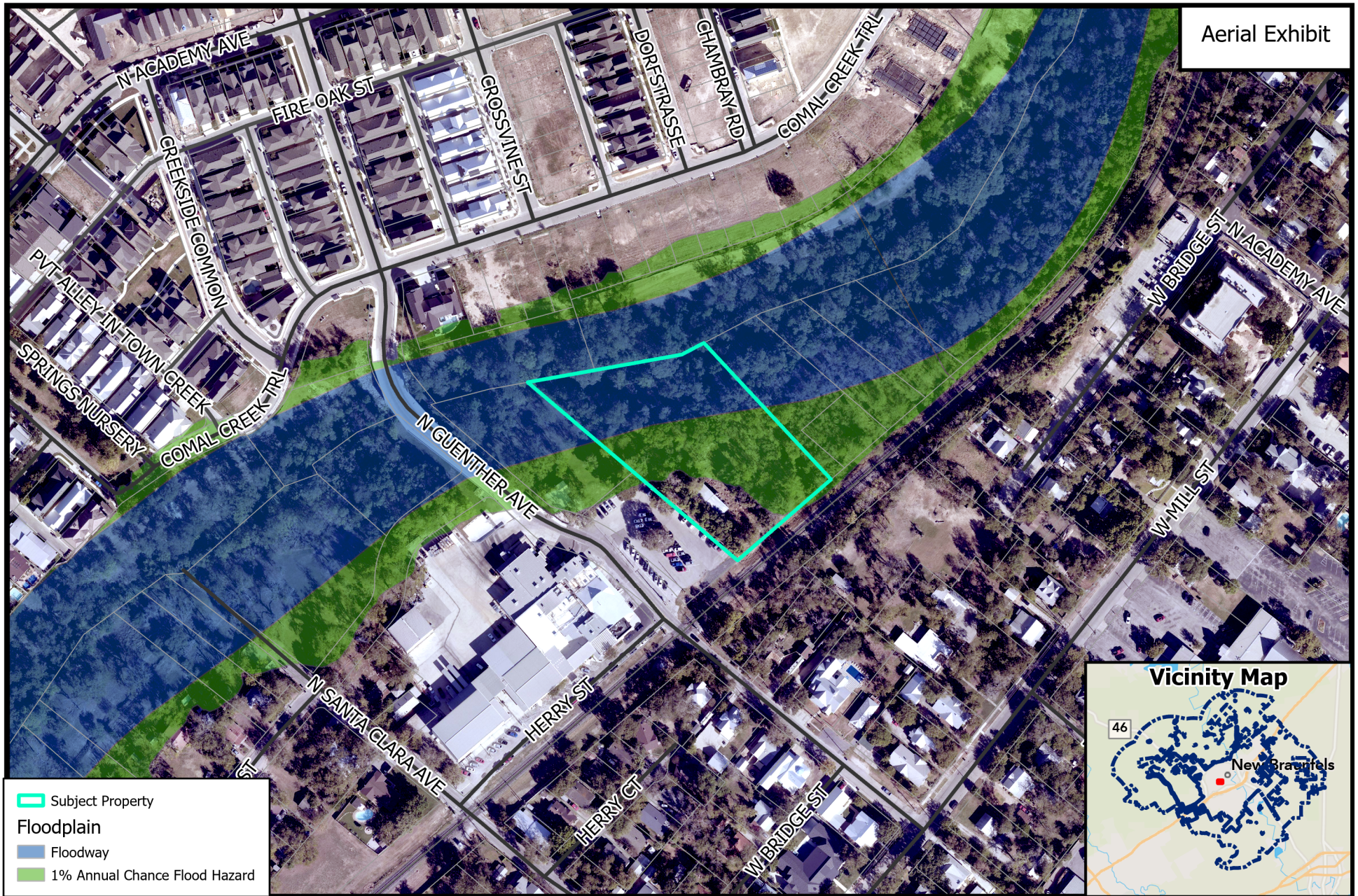
Resource Links:

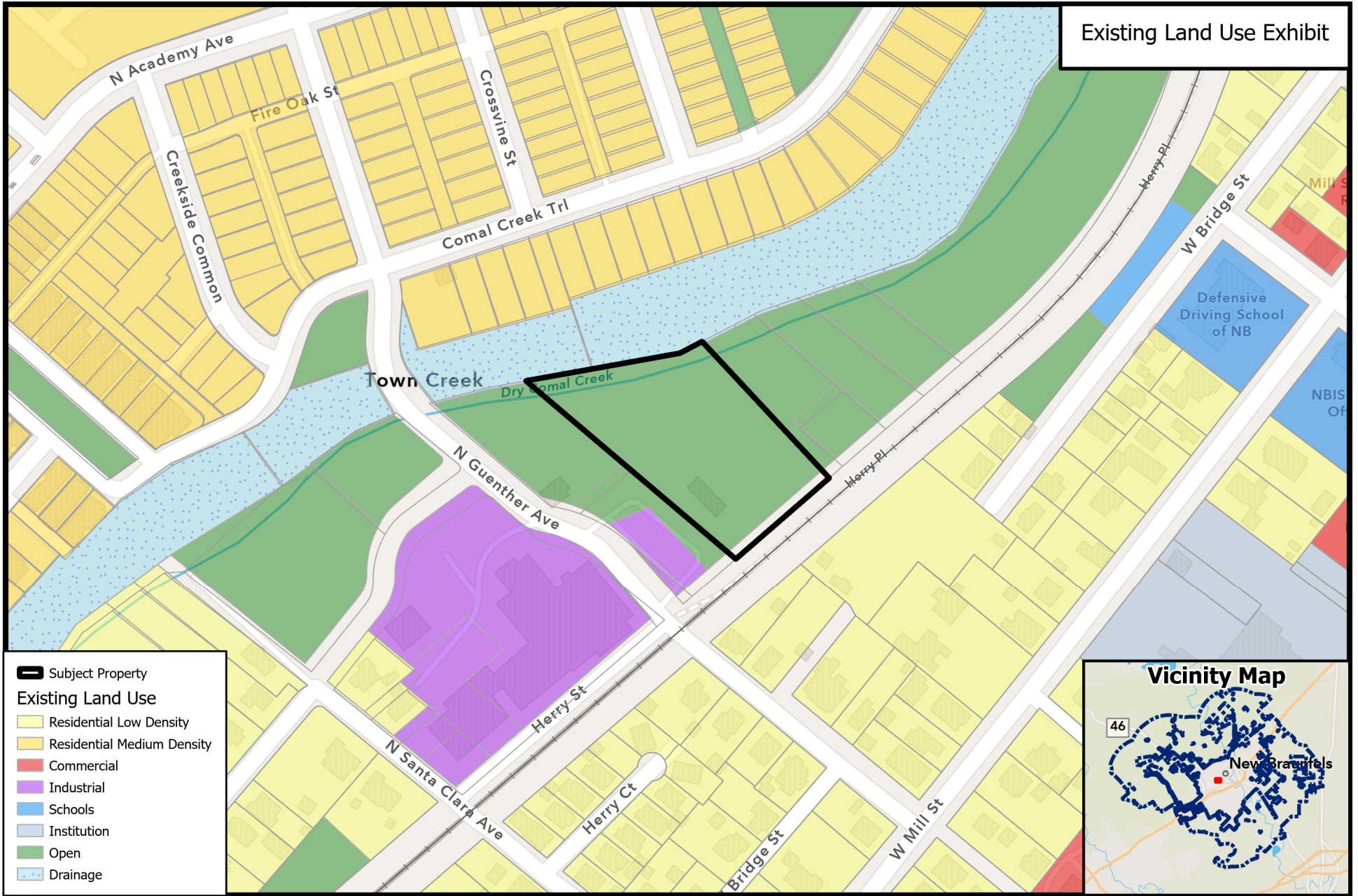
- [Short Term Rental Map <https://newbraunfels.maps.arcgis.com/apps/webappviewer/index.html?>](https://newbraunfels.maps.arcgis.com/apps/webappviewer/index.html?)

[id=16f23a4b3c8a41ec89ef42a58185421a>](#) - Open Data New Braunfels

- 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?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?<https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances:
[https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?](https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?<https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?)







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

Land Use	Existing	Proposed
	M-1	M-1 SUP
Bed and breakfast inn (see section 144-5.6)		
Bicycle sales and/or repair	P	P
Billiard/pool facility	P	P
Bingo facility	P	P
Bio-medical facilities	P	P
Blacksmith or wagon shops	P	P
Blooming or rolling mills		
Boarding house/lodging house		
Book binding	P	P
Book store	P	P
Bottling or distribution plants (milk)	P	P
Bottling works	P	P
Bowling alley/center (see section 144-5.13)	P	P
Breweries/distilleries and manufacture of alcohol and alcoholic beverages		
Broadcast station (with tower) (see section 144-5.7)	P	P
Bulk storage of gasoline, petroleum products, liquefied petroleum and flammable liquids (see section 5.27)		
Bus barns or lots	P	P
Bus passenger stations	P	P
Cabin or cottage (rental)		
Cabin or cottage (rental for more than 30 days)		
Cafeteria/cafe/delicatessen	P	P
Campers' supplies	P	P
Campgrounds		
Canning/preserving factories		
Car wash (self-service; automated)	P	P
Car wash, full service (detail shop)	P	P
Carpenter, cabinet, or pattern shops	P	P
Carpet cleaning establishments	P	P
Caterer	P	P
Cement, lime, gypsum or plaster of Paris manufacture		
Cemetery and/or mausoleum	P	P
Check cashing service	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)		
Church/place of religious assembly	P	P
Cider mills		
Civic/conference center and facilities	P	P
Cleaning, pressing and dyeing (non-explosive fluids used)	P	P
Clinic (dental)	P	P
Clinic (emergency care)	P	P
Clinic (medical)	P	P
Club (private)	P	P
Coffee shop	P	P
Cold storage plant	P	P
Commercial amusement concessions and facilities	P	P

Land Use	Existing	Proposed
	M-1	M-1 SUP
Communication equipment—Installation and/or repair	P	P
Community building (associated with residential uses)	P	P
Community home (see definition)		
Computer and electronic sales	P	P
Computer repair	P	P
Concrete or asphalt mixing plants—Permanent		
Concrete or asphalt mixing plants—Temporary		
Confectionery store (retail)	P	P
Consignment shop	P	P
Contractor's office/sales, with outside storage including vehicles	P	P
Contractor's temporary on-site construction office	P	P
Convenience store with gas sales	P	P
Convenience store without gas sales	P	P
Cotton ginning or baling works		
Country club (private)	P	P
Credit agency	P	P
Crematorium	P	P
Curio shops	P	P
Custom work shops	P	P
Dance hall/dancing facility (see section 144-5.13)	P	P
Day camp	P	P
Department store	P	P
Distillation of bones		
Dormitory (in which individual rooms are for rental)		
Drapery shop/blind shop	P	P
Driving range	P	P
Drug store/pharmacy	P	P
Duplex/two-family/duplex condominiums		
Electrical generating plant		
Electrical repair shop	P	P
Electrical substation	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
Fairground	P	P
Family home adult care		
Family home child care		
Farmers market (produce market—wholesale)	P	P
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	P	P
Fertilizer manufacture and storage		
Filling station (gasoline tanks must be below the ground)	P	P
Florist	P	P

Land Use	Existing	Proposed
	M-1	M-1 SUP
Flour mills, feed mills, and grain processing	P	P
Food or grocery store with gasoline sales	P	P
Food or grocery store without gasoline sales	P	P
Food processing (no outside public consumption)	P	P
Forge (hand)	P	P
Forge (power)	P	P
Fraternal organization/civic club (private club)	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
Funeral home/mortuary	P	P
Furniture manufacture	P	P
Furniture sales (indoor)	P	P
Galvanizing works	P	P
Garbage, offal or dead animal reduction or dumping		
Garden shops and greenhouses	P	P
Gas manufacture		
Gas or oil wells		
Golf course (public or private)	P	P
Golf course (miniature)	P	P
Government building or use with no outside storage (outside storage allowed in M-2 and M-2A)	P	P
Grain elevator	P	P
Greenhouse (commercial)	P	P
Handicraft shop	P	P
Hardware store	P	P
Hay, grain, and/or feed sales (wholesale)		
Health club (physical fitness; indoors only)	P	P
Heating and air-conditioning sales/services	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)		
Home repair and yard equipment retail and rental outlets	P	P
Hospice		
Hospital, general (acute care/chronic care)	P	P
Hospital, rehabilitation	P	P
Hotel/motel	P	P
Hotels/motels—Extended stay (residence hotels)		
Ice delivery stations (for storage and sale of ice at retail only)	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
Laboratory equipment manufacturing	P	P

Land Use	Existing	Proposed
	M-1	M-1 SUP
Laundromat and laundry pickup stations	P	P
Laundry, commercial (without self-serve)	P	P
Laundry/dry cleaning (drop off/pick up)	P	P
Laundry/washateria (self-serve)	P	P
Lawnmower sales and/or repair	P	P
Leather products manufacturing	P	P
Light manufacturing	P	P
Limousine/taxi service	P	P
Livestock sales/auction		
Locksmith	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
Meat or fish packing/storage plants		
Medical supplies and equipment	P	P
Metal fabrication shop	P	P
Micro brewery (onsite mfg. and/or sales)	P	P
Micro distillery (onsite mfg. and/or sales)	P	P
Mini-warehouse/self-storage units (no boat and RV storage permitted)	P	P
Mini-warehouse/self-storage units with outside boat and RV storage	P	P
Monument, gravestone, or marble works (manufacture)		
Motion picture studio, commercial film	P	P
Motion picture theater (indoors)	P	P
Motion picture theater (outdoors, drive-in)	P	P
Motorcycle dealer (primarily new/repair)	P	P
Moving storage company	P	P
Moving, transfer, or storage plant	P	P
Multifamily (apartments/condominiums)		
Museum	P	P
Natural resource extraction and mining		
Needlework shop	P	P
Nonbulk storage of gasoline, petroleum products and liquefied petroleum	P	P
Nursing/convalescent home/sanitarium		

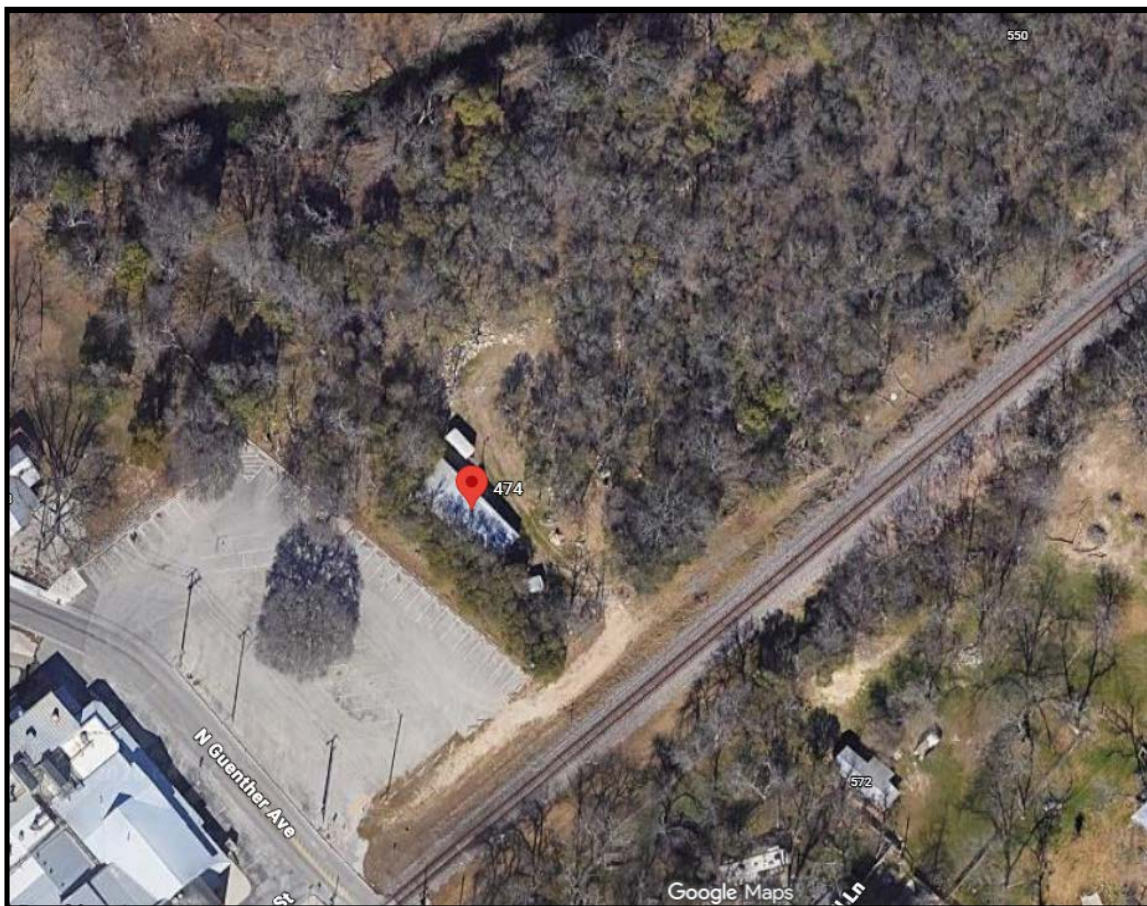
Land Use	Existing	Proposed
	M-1	M-1 SUP
Offices, brokerage services	P	P
Offices, business or professional	P	P
Offices, computer programming and data processing	P	P
Offices, consulting	P	P
Offices, engineering, architecture, surveying or similar	P	P
Offices, health services	P	P
Offices, insurance agency	P	P
Offices, legal services, including court reporting	P	P
Offices, medical offices	P	P
Offices, real estate	P	P
Offices, security/commodity brokers, dealers, exchanges and financial services	P	P
Oil compounding and barreling plants		
One-family dwelling, detached		P
Outside storage (as primary use)	P	P
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	P
Parking structure/public garage	P	P
Pawn shop	P	P
Personal services	P	P
Personal watercraft sales (primarily new/repair)	P	P
Pet shop/supplies (less than 10,000 sq. ft.)	P	P
Pet store (over 10,000 sq. ft.)	P	P
Petroleum or its products (refining of)		
Photo engraving plant	P	P
Photographic printing/duplicating/copy shop or printing shop	P	P
Photographic studio (no sale of cameras or supplies)	P	P
Photographic supply	P	P
Plant nursery (no retail sales on site)	P	P
Plant nursery (retail sales/outdoor storage)	P	P
Plastic products molding/reshaping	P	P
Plumbing shop	P	P
Portable building sales	P	P
Poultry killing or dressing for commercial purposes	P	P
Propane sales (retail)	P	P
Public recreation/services building for public park/playground areas	P	P
Publishing/printing company (e.g., newspaper)	P	P
Quick lube/oil change/minor inspection	P	P
Radio/television shop, electronics, computer repair	P	P
Railroad roundhouses or shops		
Rappelling facilities	P	P
Recreation buildings (private)	P	P
Recreation buildings (public)	P	P
Recycling kiosk	P	P
Refreshment/beverage stand	P	P
Rental or occupancy for less than one month (see section 144-5.17)		

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

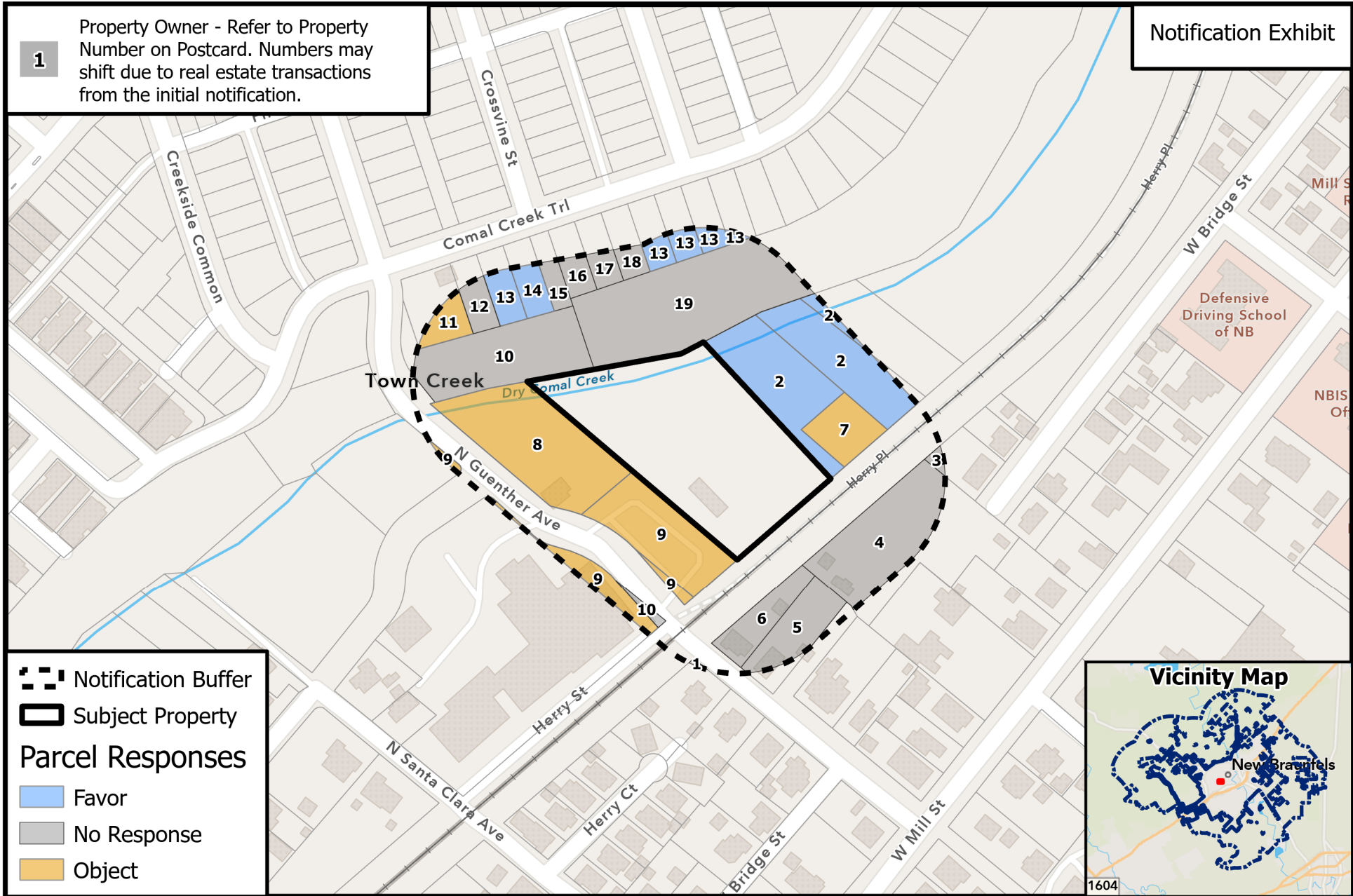
Land Use	Existing	Proposed
	M-1	M-1 SUP
Tire sales (outdoors)	P	P
Tool rental	P	P
Townhouse (attached)		
Transfer station (refuse/pick-up)	P	P
Travel agency	P	P
Truck or transit terminal	P	P
Truck stop		
Tuber entrance and takeout facilities (see section 144-5.13)		
University or college (public or private)	P	P
Upholstery shop (non-auto)	P	P
Used or second hand merchandise/furniture store	P	P
Vacuum cleaner sales and repair	P	P
Vehicle storage facility		
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
Warehouse/office and storage/distribution center	P	P
Waterfront amusement facilities—Berthing facilities sales and rentals	P	P
Waterfront amusement facilities—Boat fuel storage/dispensing facilities	P	P
Waterfront amusement facilities—Boat landing piers/launching ramps	P	P
Waterfront amusement facilities—Swimming/wading pools/bathhouses	P	P
Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system	P	P
Welding shop	P	P
Wholesale sales offices and sample rooms	P	P
Wire or rod mills		
Wood distillation plants (charcoal, tar, turpentine, etc.)		
Woodworking shop (ornamental)	P	P
Wool scouring		
Zero lot line/patio homes		



474 North Guenther Avenue



474 North Guenther Avenue



PLANNING COMMISSION – JULY 7, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Miles Payne

Address/Location: 474 N. Guenther Ave.

Case # SUP26-206

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. GALBREATH KEVIN M | 11. FLORES PAUL & SHARLA |
| 2. TALCOTT THOMAS L & CATHY C | 12. BMK PROPERTIES LP |
| 3. FLINT DEREK | 13. TC TOWN CREEK TEXAS LP |
| 4. KENDRICK JOHN C | 14. SCOTT JEFF & MANDI |
| 5. DE LA HOYA LETICIA | 15. CITY OF NEW BRAUNFELS |
| 6. PEREZ FRANK | 16. MATHIS ELIZABETH L K K |
| 7. TAYS DUSTIN | 17. LUCERO HORACIO |
| 8. SNYDER J DUDLEY & SUSAN D | 18. CHACON DAVID F |
| 9. NEW BRAUNFELS SMOKEHOUSE INC | 19. TOWN CREEK TEXAS POA |
| 10. NEW BRAUNFELS CITY OF | |

SEE MAP

SNYDER J DUDLEY & SUSAN D
441 N. GUENTHER AVENUE
NEW BRAUNFELS TX 78130
Property #: 8
SUP26-206
Case Manager: ML

COMMENTS

FAVOR ☐

OPPOSE ☒

There needs to be a
defined way, maybe even
deded, to get in and
out of the property without
driving over our property.

TALCOTT THOMAS L & CATHY C
932 ENCINO DR
NEW BRAUNFELS TX 78130
Property #: 2
SUP26-206
Case Manager: ML

COMMENTS

FAVOR ☒

OPPOSE ☐

Beautiful setting
for a residence.

Cathy Talcott

TC TOWN CREEK TEXAS LP
352 LANDA ST
NEW BRAUNFELS TX 78130
Property #: 13
SUP26-206
Case Manager: ML

COMMENTS

FAVOR

OPPOSE

☒

☐

FLORES PAUL & SHARLA
793 COMAL CREEK TRAIL
NEW BRAUNFELS TX 78130

Property #: 11

SUP26-206

Case Manager: ML

COMMENTS

FAVOR

☐

OPPOSE

☒

Do not want
STO in the area

NEW BRAUNFELS SMOKEHOUSE INC

441 N. GUENTHER AVENUE

NEW BRAUNFELS TX 78130

Property #: 9

SUP26-206

Case Manager: ML

COMMENTS

FAVOR

☐

OPPOSE

☒

This poses access and safety concerns.
There is no clear legal access to this
property. Visitors may be forced to
cross private property or drive over
curbs and drainage areas near the
railroad crossing creating safety concerns,
trespassing issues, and potential
impacts to the city's quiet zone.
I request denial of this permit.

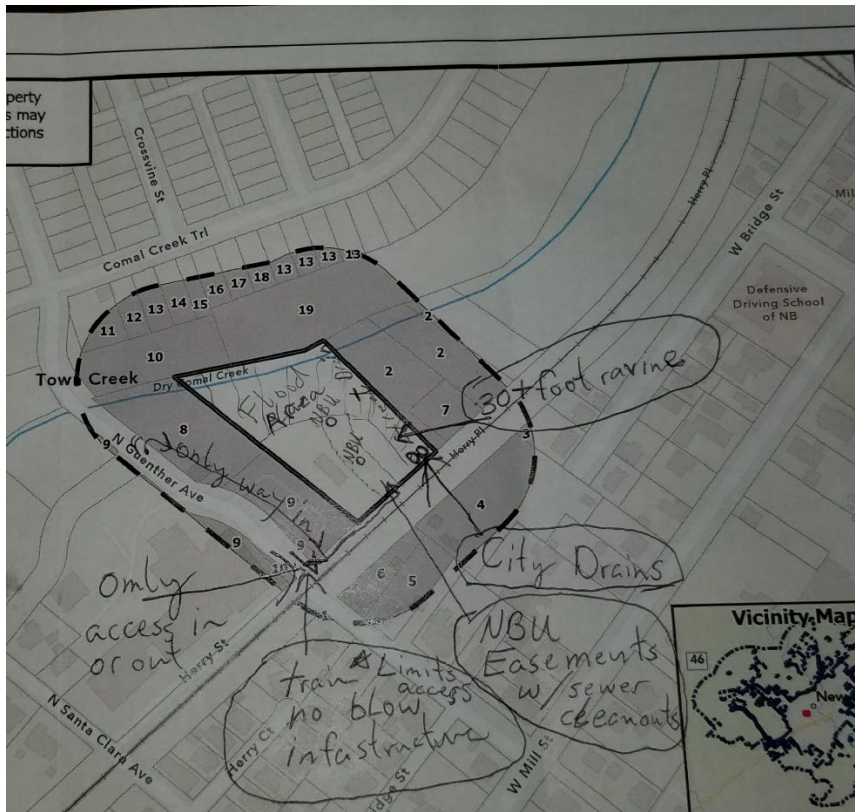
TAYS DUSTIN
595 WILLOW AVE
NEW BRAUNFELS TX 78130
Property #: 7
SUP26-206
Case Manager: ML

FAVOR ☐

OPPOSE ☒

COMMENTS

- Access at corner of NB Smoke House parking Lot
- Very Limited Easement Over rail road balast (cant be altered)
- Floods regularly on 2 sides (8+ times over 20 yrs)
- Train blocks 1 side
- Not safe for towist or short term
- NBU has 2 sewer cleanouts on non flood Land.



SCOTT JEFF & MANDI
1022 PROVENCE PL
NEW BRAUNFELS TX 78130
Property #: 14
SUP26-206
Case Manager: ML

COMMENTS

FAVOR



OPPOSE



We support the rezoning
plan = without it, the
property will continue to
sit vacant.

Draft Minutes for the July 7, 2026, Planning Commission Regular Meeting

C) SUP26-206 Public Hearing and recommendation to City Council, requested by Miles Payne, on behalf of Samantha Richards, Executor of the Estate of John Will Turner, to rezone approximately 2 acres out of the City Block 3022, from M-1 (Light Industrial District) to M-1 SUP (Light Industrial District with a Special Use Permit for one residence with allowance for short term rental), currently addressed at 474 North Guenther Avenue.

Mary Lovell introduced the aforementioned item and recommended approval.

Chair Sonier asked if there were any questions for staff.

Discussion followed on the access easement, responses received, the current allowance for short-term rentals, the closest short term rentals nearest, and railroad concerns.

Chair Sonier invited the applicant to speak on the item.

Miles Payne, applicant, elaborated on the request discussing the reason for the special use permit, and the easement.

Discussion followed on the construction plans, and emergency access.

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

2 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.

Discussion followed on the requirement for super-majority for City Council as well as access.

Motion by Henry, seconded by Nolte to approve the item with staff recommendations.

Motion carries (5-2-0).

Opposed:

Allen, and Taylor

Absent:

Allsup, and Rudy

ORDINANCE NO.2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 2 ACRES OUT OF CITY BLOCK 3022, FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO M-1 SUP (LIGHT INDUSTRIAL DISTRICT WITH A SPECIAL USE PERMIT FOR ONE RESIDENCE WITH AN ALLOWANCE FOR SHORT TERM RENTAL), CURRENTLY ADDRESSED AT 474 NORTH GUENTHER AVENUE; 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 one residence with an allowance for short term rental; 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 474 North Guenther Avenue, to allow one residence with an allowance for short term rental in the M-1 (Light Industrial 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 approximately 2 acres out of the City Block 3022 and 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. Submit a registration application for short-term rental and meet all requirements set forth in Sec. 144-5.17, Short term rental or occupancy.
2. A maximum of one (1) single-family dwelling may be permitted on the subject property. Construction of the dwelling must be in compliance with the development standards of the "R-1A-6.6" Single-Family District.

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 July, 2026.

PASSED AND APPROVED: Second reading this 10th day of August, 2026.

CITY OF NEW BRAUNFELS

MICHAEL FRENCH, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

**JOHN WILLIAM ADAM TURNER
COMAL COUNTY, TEXAS
1.867 ACRE TRACT**

EXHIBIT "A"

BEING a 1.867 acre tract (81,315 square feet) of land lying in the Juan Martin De Veramendi Survey, Abstract 2, Comal County, Texas, same being all of a called 1.964 acres tract of land as described and recorded in Document 9606015754, Official Public Records of Comal County, Texas, same also being described by a drawing (1.867 Acres.dwg dated April 21, 2026) attached to and made part hereof and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found (Northing: 13,803,149.97, Easting: 2,244,325.81) in the northwest line of the Union Pacific 100 foot wide Railroad Right of Way and the northwest line of a 15 foot wide access easement as described and recorded in Volume 88, Page 54, Deed Records of Comal County, Texas, the south corner of a 0.48 of an acre of land as described and recorded in Document 202106023690, Official Public records of Comal County, Texas, the east corner of the aforementioned 1.964 acre tract, and the herein described 1.867 acre tract;

THENCE along northwest right-of-way line of the aforementioned railroad right-of-way and the 15 foot wide easement, and the southeast line of the aforementioned 1.964 acre tract, S49°16'33"W a distance of 216.63 feet (Record- S49°44'00"W 216.59") to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the south corner of said 1.964 acre tract, the east corner of a 0.558 of an acre tract of land as described and recorded in Volume 13, Page 281, Map and Plat Records of Comal County, Texas, and the south corner of the herein described 1.867 acre tract;

THENCE leaving the said railroad right of way line and along the northeast line of the aforementioned 0.558 of an acre tract and the southwest line of the aforementioned 1.964 acre tract, N49°55'46"W a distance of 240.04 feet (Record- N49°28'19"W 240.00') to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the north corner of said 0.558 of an acre tract, the east corner of a 0.838 of an acre tract of land as described and recorded in Document 202406001670, Official Public records of Comal County, Texas, an angle point of said 1.964 acre tract and the herein described 1.867 acre tract;

THENCE continuing along the northeast line of the aforementioned 0.838 of an acre tract of land and the southwest line of the aforementioned 1.964 acre tract, N48°58'59"W a distance of 168.86 (Record- N49°28'19 187.41') to a spike found in the south bank of Comal Creek and for a north corner of said 0.838 of an acre tract, and the here in described 1.867 acre tract;

THENCE along the meanders of the south bank of Comal Creek the following four (4) courses:

N71°14'41"E a distance of 59.97 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX."

N75°38'23"E a distance of 74.64 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX."

N86°19'23"E a distance of 80.32 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX."

**JOHN WILLIAM ADAM TURNER
COMAL COUNTY, TEXAS
1.867 ACRE TRACT**

N64°31'32"E a distance of 95.66 feet to a 1/2" iron rod found with plastic cap on the south bank of Comal Creek and in the northeast line of the aforementioned 1.964 acre tract, the west corner of the aforementioned 0.48 of an acre tract and the north corner of the herein described 1.867 acre tract;

THENCE leaving the south bank of Comal Creek and along the northeast line of the aforementioned 1.964 acre tract and the southwest line of the aforementioned 0.48 of an acre tract, S40°48'24"E a distance of 274.92 feet (Record- S40°00'00"E 288.06') to the **PLACE OF BEGINNING** and containing 1.867 acres of land.

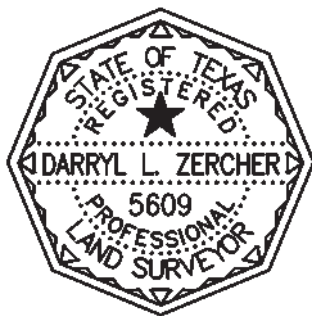
Monumentation shown hereon will be set upon acceptance of this document and right of entry has been granted to CDSmuery.

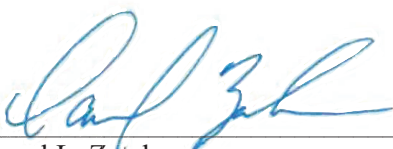
The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD 1983(2011), South Central Zone. All distances are surface, (Grid X 1.00014 = Surface).
U.S. Survey Feet

THE STATE OF TEXAS X
 X **KNOWN TO ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR X

I, Darryl L. Zercher, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in March to April 2026.

Date 22 day of April 2026 A.D.





Darryl L. Zercher
Registered Professional Land Surveyor
No. 5609 - State of Texas

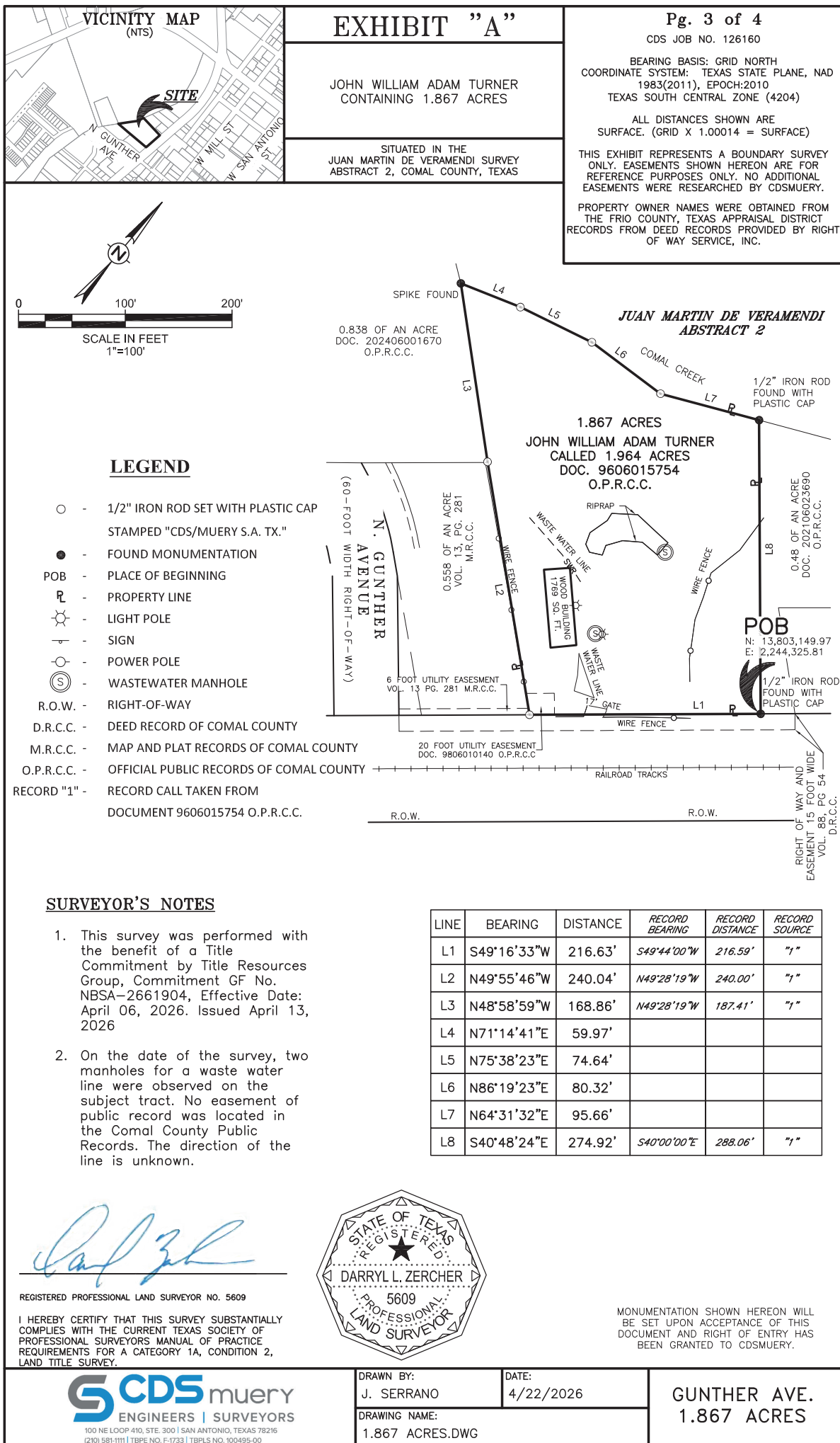
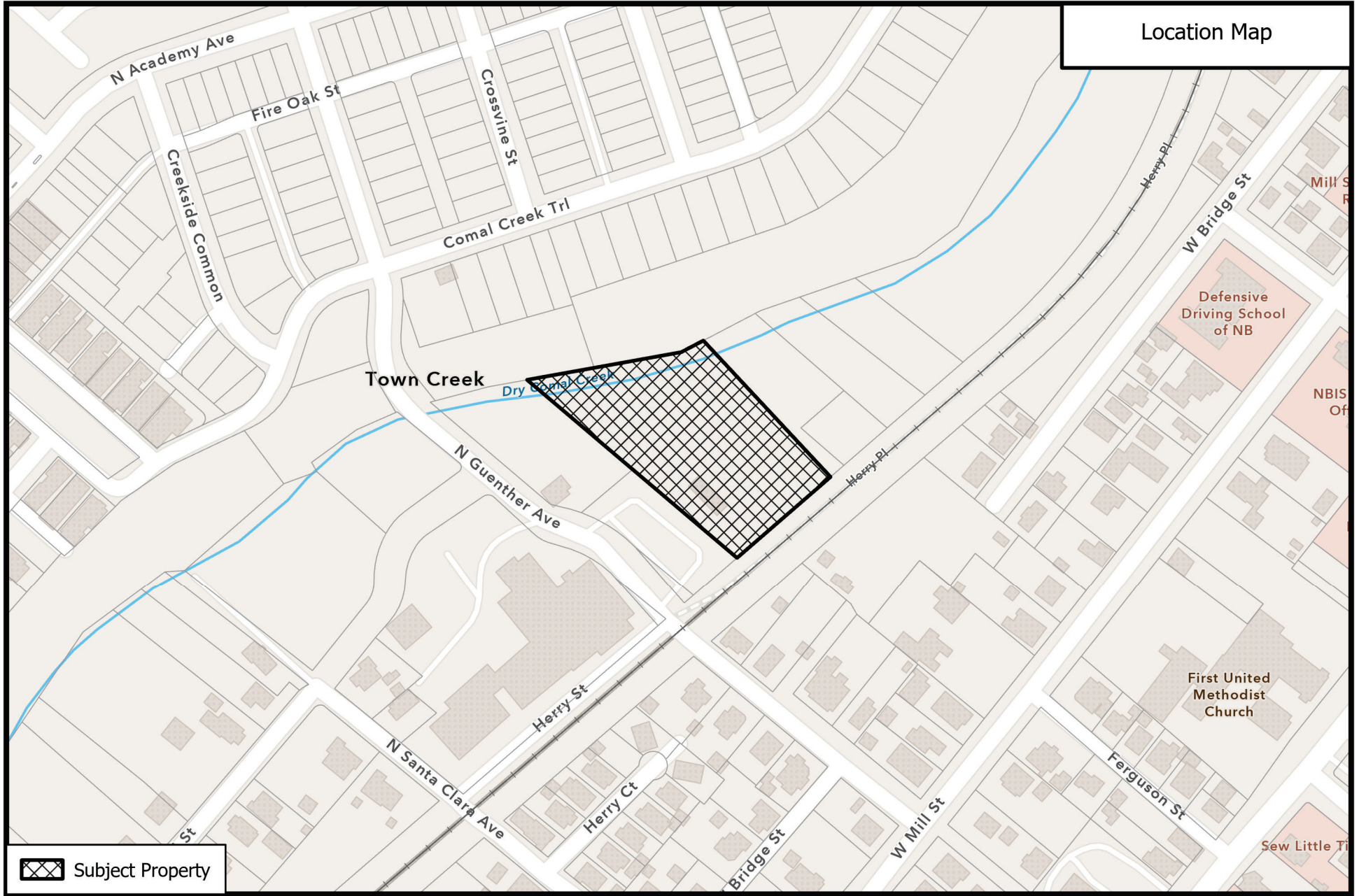


	EXHIBIT "A" JOHN WILLIAM ADAM TURNER CONTAINING 1.867 ACRES SITUATED IN THE JUAN MARTIN DE VERAMENDI SURVEY ABSTRACT 2, COMAL COUNTY, TEXAS		Pg. 4 of 4 CDS JOB NO. 126160 BEARING BASIS: GRID NORTH COORDINATE SYSTEM: TEXAS STATE PLANE, NAD 1983(2011), EPOCH:2010 TEXAS SOUTH CENTRAL ZONE (4204) ALL DISTANCES SHOWN ARE SURFACE. (GRID X 1.00014 = SURFACE) THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY ONLY. EASEMENTS SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY. NO ADDITIONAL EASEMENTS WERE RESEARCHED BY CDSMUERY. PROPERTY OWNER NAMES WERE OBTAINED FROM THE FRIO COUNTY, TEXAS APPRAISAL DISTRICT RECORDS FROM DEED RECORDS PROVIDED BY RIGHT OF WAY SERVICE, INC.				
<u>1.964 ACRES GF No NBSA-2661904</u> <u>TITLE COMMITMENT NOTES (SCHEDULE B ITEM # 10):</u> a.) New Braufels Utilities Doc. 9806010140 O.P.R.C.C. Affects this tract— Shown hereon b.) CDS Muery has no knowledge of any grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. there may be leases, grants exceptions or reservations that are not listed. c.) CDS Muery has no knowledge of any leases, grants, exceptions, or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the public records, whether they are listed in Schedule B or not, as provided by Sect. 2703.056(a) of the Texas Insurance Code. d.) CDS Muery has no knowledge of any Rights of Parties in Possession. (Owner Policy) e.) CDS Muery has no knowledge of any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined, unless noted hereon. f.) CDS Muery has no knowledge of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land, unless noted hereon.							
100 NE LOOP 410, STE. 300 SAN ANTONIO, TEXAS 78216 (210) 581-1111 TBPE NO. F-1733 TBPLS NO. 100495-00		<table border="1"> <tr> <td>DRAWN BY: J. SERRANO</td> <td>DATE: 4/22/2026</td> </tr> <tr> <td colspan="2">DRAWING NAME: 1.867 ACRES.DWG</td> </tr> </table>	DRAWN BY: J. SERRANO	DATE: 4/22/2026	DRAWING NAME: 1.867 ACRES.DWG		GUNTHER AVE. 1.867 ACRES
DRAWN BY: J. SERRANO	DATE: 4/22/2026						
DRAWING NAME: 1.867 ACRES.DWG							

EXHIBIT "B"



7/27/2026

Agenda Item No. D)

PRESENTER:

Jared Werner, Assistant City Manager

SUBJECT:

Discuss and consider approval of a resolution authorizing proceeding with issuance of Certificates of Obligations and further directing the publication of Notice of Intention to issue City of New Braunfels, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026.

DEPARTMENT: Finance**COUNCIL DISTRICTS IMPACTED:** All districts**BACKGROUND INFORMATION:**

Attached for City Council's consideration is a resolution authorizing the publication of a Notice of Intent to issue Certificates of Obligation (COs) in an amount not to exceed \$9.6 million to finance the Coll Street drainage, roadway, and utility underground conversion project.

The total project funding was approved by the New Braunfels Economic Development Corporation (NBEDC) on June 18, 2026, and City Council ratified the expenditure and contract for construction on July 13, 2026.

To finance the project, the NBEDC has recommended utilizing Certificates of Obligation issued by the City. Although the debt service will be paid entirely from NBEDC sales tax revenues, issuing the debt through the City allows the project to benefit from the City's strong credit rating and lower borrowing costs. This financing approach has historically been used for significant NBEDC funded public improvement projects and provides additional financial flexibility while minimizing financing costs.

The action requested this evening does not authorize the issuance of the Certificates of Obligation. Rather, it authorizes the publication of the required Notice of Intent, which is the first step in the statutory issuance process. The City must complete several additional steps before the obligations can be issued.

Certificate of Obligation Issuance Process

1. **Notice of Intent:** City Council authorizes publication of a Notice of Intent describing the proposed financing, maximum principal amount, source of repayment, anticipated authorization date, and other information required by state law.
2. **Public Notice Period:** The notice is published in a newspaper at least 46 days before the authorization date and posted continuously on the City's website for at least 45 days.
3. **Council Authorization:** Following the notice period, the City's Financial Advisor presents the final financing terms, Bond Counsel presents the authorizing ordinance, and City Council considers approval of the Certificates of Obligation.
4. **State Review and Closing:** Upon Council approval, the issuance is reviewed by the Texas Attorney General, registered by the Texas Comptroller, and subsequently closed, at which time the City receives the proceeds.

Proposed Timeline

- July 27, 2026 - City Council considers the Notice of Intent.
- September 28, 2026 - City Council receives the bid results and considers the ordinance authorizing the issuance of the Certificates of Obligation.
- October 28, 2026 - Closing of the Certificates of Obligation; proceeds are deposited with the City's depository bank and become available to fund construction of the project.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The annual debt service related to the Certificates of Obligation will be supported entirely by the NBEDC.

RECOMMENDATION:

Staff recommends approval of the resolution authorizing proceeding with issuance of Certificates of Obligations and further directing the publication of Notice of Intention to issue City of New Braunfels, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026.

RESOLUTION NO. 2026-R__

**RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF
CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE
PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF NEW
BRAUNFELS, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2026**

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of New Braunfels, Texas (the "City"), as hereinafter provided; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; (iv) the then-current principal of all outstanding debt obligations of the issuer; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the issuer on time and in full; (vi) the maximum principal amount of the certificates to be authorized; (vii) the estimated combined principal and interest required to pay the certificates to be authorized on time and in full; (viii) the estimated interest rate for the certificates to be authorized or that the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the certificates to be authorized.

WHEREAS, it is officially found and determined that the meeting at which this resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Tex. Gov't Code Ann. Ch. 551; Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS:

Section 1. Form of Notice. Attached hereto is a form of "Notice of Intention to Issue Certificates of Obligation" the form and substance of which is hereby adopted and approved.

Section 2. Publication of Notice. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Tex. Gov't Code Ann. §2051.044, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

Section 3. City Website Posting of Notice. Further, said notice shall be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption. The Mayor and City Clerk are hereby authorized and directed to execute this Resolution on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution.

Section 5. Attorney General Fee. The City Council hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of obligations being issued or (ii) \$9,500 for each series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the debt.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE this July 27, 2026.

ATTEST:

Mayor, City of New Braunfels, Texas

City Secretary, City of New Braunfels, Texas

[CITY SEAL]

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of New Braunfels, Texas (the "City"), at its meeting to commence at 6:00 P.M. on September 28, 2026 (the "meeting"), at its regular meeting place in the City Hall, 550 Landa St. New Braunfels, Texas, tentatively proposes to authorize the issuance of one or more series of interest bearing certificates of obligation of the City, in the total aggregate principal amount not to exceed \$9,600,000 for paying contractual obligations incurred in connection with constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (i) streets and drainage systems, and (ii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation and other matters related thereto. The City presently proposes to provide for the payment of the certificates of obligation by the levy of ad valorem taxes, within the limits prescribed by law. The certificates of obligation will be additionally payable from a limited pledge of surplus revenues of the City's solid waste system not to exceed \$1,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of July 27, 2026, principal of all outstanding debt obligations of the City is \$275,195,000. As of July 27, 2026, combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$362,244,506. The maximum principal amount of the Certificates to be authorized is \$9,600,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$14,431,125. The maximum interest rate for the Certificates may not exceed the maximum legal interest rate. The maximum maturity date of the Certificates to be authorized is February 1, 2046.

Michael French
Mayor, City of New Braunfels, Texas

7/27/2026

Agenda Item No. E)

PRESENTER:

Jared Werner, Assistant City Manager

SUBJECT:

Discuss and Consider approval of a resolution relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds relating to street and drainage improvements from the proceeds of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.

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

As discussed in the previous agenda item, the City is proposing the issuance of up to \$9.6 million in Certificates of Obligation (COs) to finance the Coll Street Drainage, Roadway, and Utility Underground Conversion Project. Although the COs will be issued by the City, the debt service will be paid entirely by the New Braunfels Economic Development Corporation (NBEDC).

A reimbursement resolution is a formal declaration of the City's intent to reimburse eligible project expenditures from the proceeds of a future debt issuance. It provides legal and financial flexibility by allowing construction activities to move forward before the financing is completed without jeopardizing the City's ability to reimburse those expenditures with future CO proceeds.

The proposed reimbursement resolution authorizes the reimbursement of eligible project costs, up to \$9.6 million, from the future CO proceeds. As noted in the previous item, the City is not expected to consider authorizing the COs until September 28, with closing anticipated on October 28. Because the project may incur eligible costs before the financing is finalized, approval of the reimbursement resolution allows the City to utilize available funds to maintain the project schedule, with the expectation that those expenditures will be reimbursed once the CO proceeds are received.

ISSUE:

N/A

STRATEGIC PLAN REFERENCE:

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

FISCAL IMPACT:

The reimbursement resolution provides the flexibility for the City to reimburse eligible project costs incurred for the Coll Street Drainage and Road Improvement Project through the proposed issuance of Certificates of Obligation (CO's). As stated, if issued, the debt service will be fully funded by the NBEDC, which has

sufficient financial capacity to support the annual payments.

RECOMMENDATION:

Staff recommend approval of the reimbursement resolution,

SIGNED AND SEALED the 27th day of July, 2026.

City Secretary

Mayor

[CITY SEAL]

RESOLUTION NO. 2026-____

A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO STREET AND DRAINAGE IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the "Governing Body") of the City of New Braunfels, Texas (the "Issuer") has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance (i) approximately \$9,600,000 towards street and drainage improvements and other related costs (collectively, the "Project"); and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code ("Section 1201.042") provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the "Department") released Regulation Section 1.150-2 (the "Regulations") which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Issuer intends to reimburse itself an amount not to exceed \$9,600,000, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of any funds from the proceeds of one or more series of tax-exempt obligations (the "Obligations") that the Issuer currently contemplates issuing in the aggregate principal amount not to exceed \$9,600,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

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

Section 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than

60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

Section 2. The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

Section 3. The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

Section 4. The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

Section 5. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

Section 6. 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 Governing Body.

Section 7. 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.

Section 8. 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 Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 9. 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.

Section 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, ADOPTED AND APPROVED on this the 27th day of July, 2026.

CITY OF NEW BRAUNFELS, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

APPROVED AS TO LEGALITY:

City Attorney

7/27/2026

Agenda Item No. F)

PRESENTER:

Natalie Baker, Deputy City Secretary

SUBJECT:

Discuss and consider the appointment of three Councilmembers to an Ad Hoc Committee concerning the Boards and Commissions.

DEPARTMENT: City Secretary

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:

With the alignment of board and commission appointments for the Fall and Spring, staff recommended the creation of an Ad Hoc committee to review applications and submit finalists for consideration. Staff will present a proposed timeline for review, finalists, interviews, and appointments for Fall and Spring appointment dates. City Council will decide among themselves who will serve on the Ad Hoc Committee.

ISSUE:

Council's approval is needed for this action.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommend the appointment of three (3) councilmembers to the Ad Hoc Committee concerning the Boards and Commissions.

7/27/2026

Agenda Item No. A)

PRESENTER:

Jordan Matney, Deputy City Manager

Robert Camareno, City Manager

SUBJECT:

Presentation, update, and possible direction to staff on the 2019 Bond Project - Police Department Headquarters.

BACKGROUND INFORMATION:

This item was placed on the agenda at the request of Councilmember Toni Carter.

7/27/2026

Agenda Item No. A)

SUBJECT:

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

1. Gruene 16

7/27/2026

Agenda Item No. B)

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 by New Braunfels Utilities to Secure a Necessary Easement for the IH 35 Interceptor Upgrade Rio Bar Screen Project:
 - a 0.7402-Acre Permanent Utility Easement Out of the A.M. Esnaurizar Survey, Abstract 98, Comal County, Texas, Being All of Lot 8, Block 4, Resubdivision of Villa Rio, According to the Plat of Record in Volume 129, Page 312, of the Deed Records of Comal County, Texas, Located at 470 Rio Drive, New Braunfels, Texas 78130, and Assigned Comal Appraisal District Property ID 67480
- b. Discuss Legal Options Relating to the Status of Real Estate Negotiations to Secure Necessary Right-of-Way and Utility Easement for the Barbarosa Road Improvements Project:
 - a 0.4592-acre ROW and 0.158-acre Utility Easement out the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, out of Lot 2A, Timmerman Subdivision as recorded in Volume 5, Page 393 A & B, Map and Plat Records of Guadalupe County, Texas Located at 2241 Westmeyer Road, New Braunfels, Texas 78130, and Assigned Guadalupe County Appraisal District Property ID 43773
- c. Cause No. 2026CV0238, City of New Braunfels v. Lynn K. Wohlfahrt
- d. City of New Braunfels v. Stoddard Construction Management, Inc., and Swiss Re Corporate Solutions America Insurance Corporation.

6/22/2026

Agenda Item No. C)

SUBJECT:

Deliberate the appointment and employment of a City Attorney, including matters related to the search and selection of candidates, pursuant to Texas Government Code Section 551.074 (Personnel Matters).